



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

Tuesday, August 15, 2023 9:00 A.M.

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

- 8:30 a.m. Department Visit – Library
- 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
- 9:02 a.m. Consent Agenda
- 2.1. Board Action – Approve August 1, 2023 Board of Commissioner Regular Meeting Minutes
 - 2.2. Board Action – Approve Claims
 - 2.3. Resolution – Lincoln Pipestone Rural Water (LPRW) Board Appointments
 - 2.4. Board Action – Dispatching Console Grant Match Letter of Commitment
 - 2.5. Board Action – Annual Renewal of 3.2% License for Horse Barn & Hunt Club
 - 2.6. Board Action – Annual Renewal of 3.2% License for FR2 LLC (Jackson Motorplex)
- 9:03 a.m. Land Management/SWCD, Dan Bartosh
- 3.1. Board Action – Memorandum of Agreement – Blue Earth 1W1P
- 9:08 a.m. Sheriff/Emergency Management, Shawn Haken
- 4.1. Resolution – Emergency Operations Plan

- 9:13 a.m. Citizen/Stakeholder/Organization
- 5.1. Tobacco Free Grounds, Luke Ewald, DVHHS/SHIP
- Unscheduled County Administrator, Ryan Krosch
- 6.1. Board Action – Medicare Supplement Plan
- 6.2. Board Action – New Housing Tax Abatement Program Discussion
- Unscheduled Committee and Board Reports
- Adjourn Commissioners’ Meeting
- Unscheduled Call the Drainage Authority Meeting to Order
- 1.1. Adoption of Agenda
- Consent Agenda
- 2.1. Board Action – Approve August 1, 2023 Drainage Authority Regular Meeting Minutes
- Unscheduled Adjourn Drainage Authority Meeting

PROCEEDINGS OF THE COUNTY BOARD OF JACKSON COUNTY, MINNESOTA

August 1, 2023

The Jackson County Board of Jackson, Minnesota met in regular session, in the Jackson County Courthouse, Commissioners' Board Room, City of Jackson, Minnesota, on August 1, 2023. The following members of the Jackson County Board of Commissioners were present: Roger Pohlman, Phil Nasby, Scott McClure, and Don Wachal. County Administrator Ryan Krosch, Assistant to the Administrator Brandi Bourquin and County Attorney Kristi Meyeraan were also in attendance. Jackson County Commissioner James Eigenberg was absent.

CALL TO ORDER

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

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

CONSENT AGENDA

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

Board Action 23-116 – Approve July 18, 2023 Board of Commissioner Regular Meeting Minutes.

Board Action 23-117 – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 103408-103556 in the amount of \$5,542,389.35 for the following funds: Revenue, \$131,538.64; Public Works, \$3,768,063.80; Ditch, \$1,541,856.08; Insurance Trust, \$148.00; Revolving Loan, \$1,991.68; Septic Systems Revolving Loan, \$15,000; Library, \$4,685.72; and Tax & Penalties, \$79,105.43. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

Vendor	Total
Duininck, Inc.	3,171,861.52
Hodgman Drainage Co Inc	652,050.86
M & K Bridge Construction, Inc.	387,220.23
Noomen Excavating LLC	324,116.72
Precision Farm Drainage & Excavating LLC	271,590.66
Towne & Country Excavating, LLC	149,974.17
Nobles/County of	131,761.25
Brunz Construction Company Inc	131,279.09
Department Of Corrections	38,813.74
Rickert Excavating	34,117.80
Jackson Co Central School District 2895	22,789.01
Burmeister Snow Removal LLC	22,315.88
Windom Area Schools	16,910.50
CliftonLarsonAllen LLP	15,540.00
Stenzel Excavating LLC	15,000.00
Heron Lake - Okabena School Isd 330	10,975.10
66Degrees, LLC	10,022.40
DLT Solutions LLC	9,549.27
Minnesota Paving & Materials	7,943.54
Stonebrooke Engineering, Inc	7,298.09
Advanced Correctional Healthcare, Inc	6,666.58
Marsden Bldg Maintenance LLC	6,558.40
MN DVS-Deputy Registrar	5,774.93
S & J Cleaning	5,558.50
Sioux Valley Township	4,401.65

Asmus Farm Supply, Inc	4,267.13
La Crosse Township	4,170.67
Minneota Township	3,965.04
Rons Electric Inc	3,284.95
Weimer Township	3,034.32
Delafield Township	2,808.60
Jackson Soil & Water Conservation Dist.	2,509.08
West Heron Lake Township	2,367.74
Baker & Taylor, LLC	2,357.93
AUTO VALUE - JACKSON	2,076.02
Total Claims over \$2000	5,490,931.37
108 Claims Under \$2000	51,457.98
Total Submitted	5,542,389.35

Board Action 23-118 – Approve subsurface sewage treatment loan for Dale & Jayne Kazemba for the amount of \$15,000.00.

Board Action 23-119 – Informed of 2023 Confession of Judgement Update Report as required per MN State Statute # 279.37 subd. 3-5.

Board Action 23-120 – Approve quote of \$39,045.00 submitted by MR Paving & Excavating, Inc. to pave handicapped parking stalls at the fairgrounds parking lot.

Board Action 23-121 – Appoint Commissioner Scott McClure to replace Commissioner Don Wachal on the SRDC Board.

Board Action 23-122 – Approve Planning Commission Bylaws changes.

The motion carried unanimously.

CITIZEN/STAKEHOLDER/ORGANIZATION

Anne Kilzner and Rob Vanasek from Minnesota Rural Counties presented on the organization’s activities and services provided.

PUBLIC WORKS/PARKS

Motion was made by Commissioner Wachal and seconded by Commissioner McClure to adopt Board Action 23-123 – Approve the bituminous paving at the Lakefield Public Works facility for the quoted price of \$90,712 from M.R. Paving & Excavating, Inc. The motion carried unanimously.

Luke Ewald, SHIP Health Educator with Des Moines Valley Health and Human Services and Matt Skaret, Jackson City Administrator presented the Master Parks and Trails Plan.

LAND MANAGEMENT/SWCD

Motion was made by Commissioner Pohlman and seconded by Commissioner Wachal to adopt Board Action 23-124 – Approve Farm Fest, Inc. conditional use permit (Located Pt. Section 21, Weimer Township; Parcel 18.021.0300; 90329 400th Ave, Heron Lake, MN) for recreational use in flood plain district with structures with the following conditions:

1. The storage of materials that are flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.

2. 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.
3. Any new or replacement structures must meet the building requirements in the Flood Plain District of the Jackson County Development Code.
4. This Conditional Use Permit (CUP) satisfies the requirements in the Flood Plain District for "Public and Private Recreational Uses with Structures" and also the CUP requirements for "Semipublic or Private Recreation" in the Shoreland, General Use, Natural Environment District.
5. 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, or Jackson County shall be secured and maintained.

The motion carried unanimously.

Motion was made by Commissioner Pohlman and seconded by Commissioner Wachal to adopt Board Action 23-125 – Approve Veenker/Behrends Sand Pit conditional use permit (Location Pt. NE1/4 Section 7, Christiana Township; Parcel 03.007.0100; 92567 500th Ave, Windom, MN) with the following 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, or Jackson County shall be secured and maintained.
2. Must obtain a driveway permit from Jackson County Public Works.
3. Must comply with all regulations in Section 730 (Mining and Extraction) of the Jackson County Development Code.
4. Must implement best management practices to keep dust leaving the site to a minimum.
5. Hours of Operation: 7:00 am to 7:00 pm - Must meet all MPCA noise level requirements during the hours of operation.
6. Mining sites shall be rehabilitated immediately after mining operations cease. Rehabilitation shall be complete within one year of non-use. Must follow standards of rehabilitation set forth in Section 730 (Mining and Extraction) of the Jackson County Development Code.
7. The mining site (as mapped and presented at the July, 2023 public hearing) shall be rehabilitated prior to any other mining on this parcel. If another site on this parcel is desired for mining and extraction, the applicant must file for a new Conditional Use Permit.
8. The applicant must work with local officials to determine the status of the wetland and subsequently determine the setbacks and regulations that apply to the mining and extraction project. This determination must happen prior to commencement of work.
9. Mining operations shall not be conducted closer than thirty (30) feet to the adjoining property line unless allowed by the written consent of the owner of such adjoining property and this written consent is on file with the Jackson County Land Management Office.
10. Any field tile, public or private, that are encountered during excavation must be either repaired and replaced or re-routed to ensure existing drainage is maintained.
11. 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 McClure and seconded by Commissioner Wachal to adopt Board Action 23-126 – Approve a 1% interest rate adjustment to 3% per the terms of a loan agreement with the Southwestern Mental Health Center dated May 24, 2012. The motion carried unanimously.

BOARD REPORTS

Commissioner Pohlman reported on meetings/events involving the Historical Society and Library Board.

Commissioner Wachal reported on meetings/events involving Area Transportation Partnership – District 7 (ATP7), Rural MN Energy Board.

Commissioner McClure reported on meetings/events involving the Behavioral Task Force, Missouri River Water Basin One Watershed/One Plan Policy Committee, Emergency Preparedness Task Force, Joint JD 13 and open house for the Southwest Initiative Foundation.

Commissioner Nasby reported on meetings/events involving the Des Moines River Watershed Planning Partnership Policy Committee, Prairie Ecology Bus and Planning & Zoning Board.

ADJOURN

Motion was made by Commissioner Wachal and seconded by Commissioner McClure to adjourn the meeting at 10:35 a.m. The motion carried unanimously.

JACKSON COUNTY BOARD OF COMMISSIONERS

Board Chair

ATTEST:

Ryan Krosch, County Administrator



Request for Board Action
Agenda Item No. 2.3.

Requested Board Date: 8/15/2023

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Lincoln Pipestone Rural Water (LPRW) Board Appointments

Board Action Request:

Approve Resolution recommending that Mitch Kling and Bill Ufkin be appointed to the Lincoln Pipestone Rural Water System Board of Commissioners.

Background & Comments:

The LPRW Board consists of 11 individuals who reside throughout the 10 counties who receive water from LPRW. Under Minnesota Law, the LPRW Board Members are appointed by Judge Tricia Zimmer in Marshall, Minnesota. However, each year LPRW requests that each of the 10 County Boards adopt a resolution which recommends to Judge Zimmer who should be appointed/re-appointed to the LPRW Board so the 10 counties know who serves.

The attached Resolution recommends that Mitch Kling and Bill Ufkin be re-appointed to the LPRW Board for another 4-year term. Their terms will start on January 1, 2024 and expire on December 31, 2027.

Attachments: Resolution, appointee biographical information

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

RESOLUTION RECOMMENDING THAT
MITCH KLING AND BILL UFKIN
BE APPOINTED TO THE
LINCOLN PIPESTONE RURAL WATER SYSTEM
BOARD OF COMMISSIONERS

BACKGROUND INFORMATION

WHEREAS, Mitch Kling's 4-year term as a Commissioner on the Lincoln Pipestone Rural Water System (LPRW) Board of Commissioners is scheduled to expire at midnight on December 31, 2023; and

WHEREAS, Bill Ufkin's 4-year term as a Commissioner on the LPRW Board of Commissioners is scheduled to expire at midnight on December 31, 2023; and

WHEREAS, on June 26, 2023, the LPRW Board of Commissioner unanimously passed a Motion which recommends that Mitch Kling and Bill Ufkin be re-appointed to another 4 year term on the LPRW Board of Commissioners; and

WHEREAS, the County Board of Commissioners believes that Mitch Kling and Bill Ufkin are qualified to act as Commissioners on the Lincoln Pipestone Rural Water Board of Commissioners and are worthy of appointment.

RESOLUTION 23-019

NOW BE IT NOW RESOLVED, that the Jackson County Board of Commissioners hereby recommends that Mitch Kling and Bill Ufkin be appointed to the Lincoln Pipestone Rural Water System Board of Commissioners pursuant to and provided for by Minnesota Statutes §116A et seq., for a 4-year term which shall commence on January 1, 2024 and shall expire at midnight on December 31, 2027.

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

By: _____

Its: _____



415 East Benton St., PO Box 188
Lake Benton, Minnesota 56149-0188
(507) 368-4248 or (800) 462-0309
FAX: (507) 368-4573
Email: lprw@itctel.com

2024-2027 RECOMMENDED LPRW BOARD APPOINTEES BIOGRAPHICAL INFORMATION

Two incumbent LPRW Board Commissioners have requested reappointment to the Board. Both have been recommended for reappointment/appointment by the LPRW Board of Commissioners and the counties they represent. The following biographical information is provided to acquaint you with the Members.

For Reappointment:

MITCH KLING: Mitch Kling has been a member of the LPRW Board of Commissioners since January 2008. During this time he has served as Vice-Chair (2018-19) and Board Chair (2020-21), as well as presiding on the Personnel and the Water Resource/Equipment Committees. A resident of Yellow Medicine County, Mitch was born and raised on a family farm west of Granite Falls, MN; taking over the farming operations in 1993 which includes a diversified livestock (cow-calf) operation, feed lot, and grain farm. Mitch is quite active on other local boards, serving 17 years as Chair on the Stony Run Township Board, 13 years as Board Member for the Yellow Medicine County Water Task Force, four (4) years as Yellow Medicine County Planning Commission, and is currently serving his first term as Yellow Medicine County Commissioner. The LPRW Commissioner District that Mitch Kling currently serves and represents includes portions of southeastern Lac Qui Parle County, eastern Yellow Medicine County and northwestern Redwood County.

BILL UFKIN: A long-time resident of Minnesota, Bill Ufkin joined the LPRW Board of Commissioners in 1995. During his 28 years, he has served on several board appointed committees, as well as Board Chair (2 years) and Vice-Chair (2 years). Now retired, Bill had owned and operated Ufkin's Furniture and Appliance in Minnesota from 1982-2016. He had served eight years as City Councilman and six years as Mayor for the City of Minnesota. His hobby has led him to 30 years as a US Parachute Association (USPA) Certified Skydiving Instructor and Examiner. Bill and his wife, Alison, have two children, Emily (deceased) and Tony. The LPRW Commissioner District that Bill Ufkin currently serves and represents includes nine townships located in northern and northeastern Lyon County.



Request for Board Action
Agenda Item No. 2.4.

Requested Board Date: 8/15/2023

Agenda Type: Consent

Estimated Time: _____

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Dispatching Console Grant Match Letter of Commitment

Board Action Request:

Approve committing a 50% local grant match, estimated to be \$250,000, towards the purchase of a new E911 dispatch console.

Background & Comments:

Jackson County needs to update our E911 dispatch console. The estimated cost is \$500,000. The county will be applying for a grant to cover 50% of the cost. A requirement of the grant is that the county must provide a letter of commitment to fund the remaining 50% of the cost.

Attachments: Letter

Fiscal Impact: Funded with E911 restricted 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



August 8, 2023

Minnesota Statewide Emergency Communications Board (SECB)
445 Minnesota Street
St. Paul, MN 55101

Re: FY 2024-2025 SECB Grant Program Letter of Commitment

Dear SECB Members:

Jackson County is applying for a FY 2024-2025 SECB grant to fund the purchase and installation of a MCC7500E console in the Jackson County PSAP. This will allow the County's PSAP to transition our ARMER connectivity from an RF connection to a network connection. Please accept this as a letter of commitment from Jackson County to provide the required 50% local funding match, estimated to be \$250,000, towards the purchase of the new console.

Thank you for considering this grant funding request.

On Behalf of the Jackson County Board of Commissioners,

Ryan Krosch
County Administrator

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

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



Request for Board Action
Agenda Item No. 2.5.

Requested Board Date: 8/15/2023

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Jill Horn

Recommendation: Approve

Item: Board Action - Approve/Deny annual renewal of 3.2% Licenses expiring September 30th, 2023 for the Horse Barn & Hunt Club

Board Action Request:

Approve annual renewal of 3.2% License for the Horse Barn & Hunt Club

Background & Comments:

Attachments: _____

Fiscal Impact: _____

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

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



Request for Board Action
Agenda Item No. 2.6.

Requested Board Date: 8/15/2023

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Jill Horn

Recommendation: Approve

Item: Board Action - Approve/Deny annual renewal of 3.2% Licenses expiring September 30th, 2022 for FR2 LLC (Jackson Motorplex).

Board Action Request:

Approve annual renewal of 3.2% License for FR2 LLC (Jackson Motorplex)

Background & Comments:

Attachments: _____

Fiscal Impact: _____

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

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



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

Requested Board Date: 8/15/2023

Agenda Type: Regular

Estimated Time: 5 min

Department: Land Mgmt/SWCD

Presenter: Dan Bartosh

Recommendation: Approve

Item: Memorandum of Agreement - Blue Earth 1W1P

Board Action Request:

Approve the Memorandum of Agreement for the Blue Earth One Watershed One Plan.

Background & Comments:

This Memorandum of Agreement outlines the duties and expectations of each participating party, along with summarizing the general provisions that apply. By approving this memorandum of agreement, Jackson County will commit to designating one representative and one alternate to the Policy Committee for the development of the plan.

Attachments: Blue Earth One Watershed One Plan Memorandum of 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. ****

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

MEMORANDUM OF AGREEMENT

This agreement (Agreement) is made and entered into by and between:

The Counties of Blue Earth, Faribault, Freeborn, Jackson, and Martin by and through their respective County Board of Commissioners; and

The Blue Earth, Faribault, Freeborn, Jackson, and Martin Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors; and

The City of Fairmont, by and through their Council of Members;

Collectively referred to as "Parties" and individually as "Party."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the City of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil erosion and sedimentation within the boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a Comprehensive Watershed Management Plan (Plan) in the Blue Earth River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as One Watershed, One Plan.

WHEREAS, the Parties desire to apply for grant funding for the above-mentioned planning purposes from the Minnesota Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan through this Agreement as provided herein below.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Blue Earth River Watershed, see Attachment A, map of planning area. The purpose of this Agreement is to collectively develop and adopt, as local government units, a Comprehensive Watershed Management Plan pursuant to Minnesota Statutes § 103B.801 for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as Blue Earth River Watershed Planning Partnership.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) grant agreement and Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the Plan by all Parties, unless canceled according to the provisions of this Agreement or earlier terminated by law. Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes § 471.59, Subd. 5 after the purpose of the Agreement has been completed.
3. **Adding Additional Parties:** A qualifying Party pursuant to Minnesota Statutes § 103B.305, subd. 5 within the Blue Earth River planning boundary desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to June 15, 2023 thereby approving and executing this Agreement. The Party agrees to abide by the terms and conditions of the Agreement following adoption and execution; as well as the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official resolution adopted by its governing body. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the respective Party is responsible.
 - b. **Indemnification:** Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each Party that this Agreement does not create any liability or exposure of one Party for

the acts or omissions of any other Party(ies). Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a Party is entitled under Minnesota Statutes, Chapter 466 or otherwise.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention pursuant to Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to the Martin Soil and Water Conservation District for continued retention.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- f. **Amendment:** Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.
- g. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- h. **Governing Law.** The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- i. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- j. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- k. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

- l. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- m. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, public health pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other parties immediately.
- n. **Recitals.** The recitals hereto are made a part hereof.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the Plan and may appoint one or more technical representatives to an Advisory Committee for development of the Plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the Plan, serve as a liaison to their respective boards, and act on behalf of their board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member. The alternate must be an elected or appointed member of the governing body of each respective Party.
 - iii. The Policy Committee will establish bylaws at the first official meeting after execution of this document to describe the functions and operations of the committee(s).
 - iv. The Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the Plan. Members of the Advisory Committee may not be a current board member of any of the Parties.
 - v. The Steering Team will meet as needed to provide logistical organization of the planning process and associated meetings. The Steering Team will also distill feedback from the Advisory Committee and provide direction to the consultant(s).
- b. **Submittal of the Plan.** The Policy Committee will recommend the Plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the

Plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the Plan for submittal by each Party, the Policy Committee will submit the Plan jointly to BWSR for review and approval.

- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the Plan within 120 days of receiving notice of state approval, and provide notice of Plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** Martin Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan and sign the grant agreement on behalf of the Parties listed within, and being responsible for BWSR reporting requirements associated with the grant agreement.
- b. Perform financial transactions as part of grant agreement and contract implementation.
- c. Provide for strict accountability of all funds, report (or accurately record) all receipts and disbursements, and annually provide a full, accurate, and complete financial report.
- d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
- e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement. At that time records will continue to be retained by Martin Soil and Water Conservation District.

8. **Grant Administration:** Faribault County Soil and Water Conservation District will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:

- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing the Plan, including being the primary BWSR contact for the One Watershed, One Plan grant agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
- b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
- c. Coordination of Policy and public meetings as required by Minnesota Statutes Chapters 103B and 103D as part of the formal review process for the watershed-based plan, including establishing date, location, time, technology needs, presenters, and any necessary accommodations, such as refreshments.

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Blue Earth County

Scott Salsbury or successor
Land Use Planner
411 S 5th St PO Box 3566, Mankato MN 56001
Telephone: (507) 304-4381

Blue Earth County SWCD

Jerad Bach or successor
District Manager
1160 S Victory Dr Ste 5, Mankato MN 56001
Telephone: (507) 345-4744

Faribault County

Brandee Douglas or successor
GIS Coordinator
415 S Grove St Ste 8, Blue Earth MN 56013
Telephone: (507) 526-2388

Faribault County SWCD

Nathan Carr or successor
Co-Program Administrator
415 S Grove St Ste 8, Blue Earth MN 56013
Telephone: (507) 526-2388

Freeborn County

Rachel Wehner or successor
Environmental Health Coordinator
411 Broadway S, Albert Lea MN 56007
Telephone: (507) 377-5673

Freeborn County SWCD

Brenda Lageson or successor
District Manager
1400 W Main St, Albert Lea MN 56007
Telephone: (507) 373-5607 ext 3

Jackson County

Daniel Bartosh or successor
Land Management Director
603 S Hwy 86, Lakefield MN 56150
Telephone: (507) 662-6682

Jackson County SWCD

Daniel Bartosh or successor
Land Management Director
603 S Hwy 86, Lakefield MN 56150
Telephone: (507) 662-6682

Martin County

Pam Flitter or successor
Zoning Official
201 Lake Ave Room 104, Fairmont MN 56031
Telephone: (507) 238-3242

Martin County SWCD

Ashley Brenke or successor
District Manager
923 N State St Ste 110, Fairmont MN 56031
Telephone: (507) 235-6680

City of Fairmont

Matthew York or successor
Director of Public Works/Utilities
100 Downtown Plaza, Fairmont MN 56031
Telephone: (507) 238-3942

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

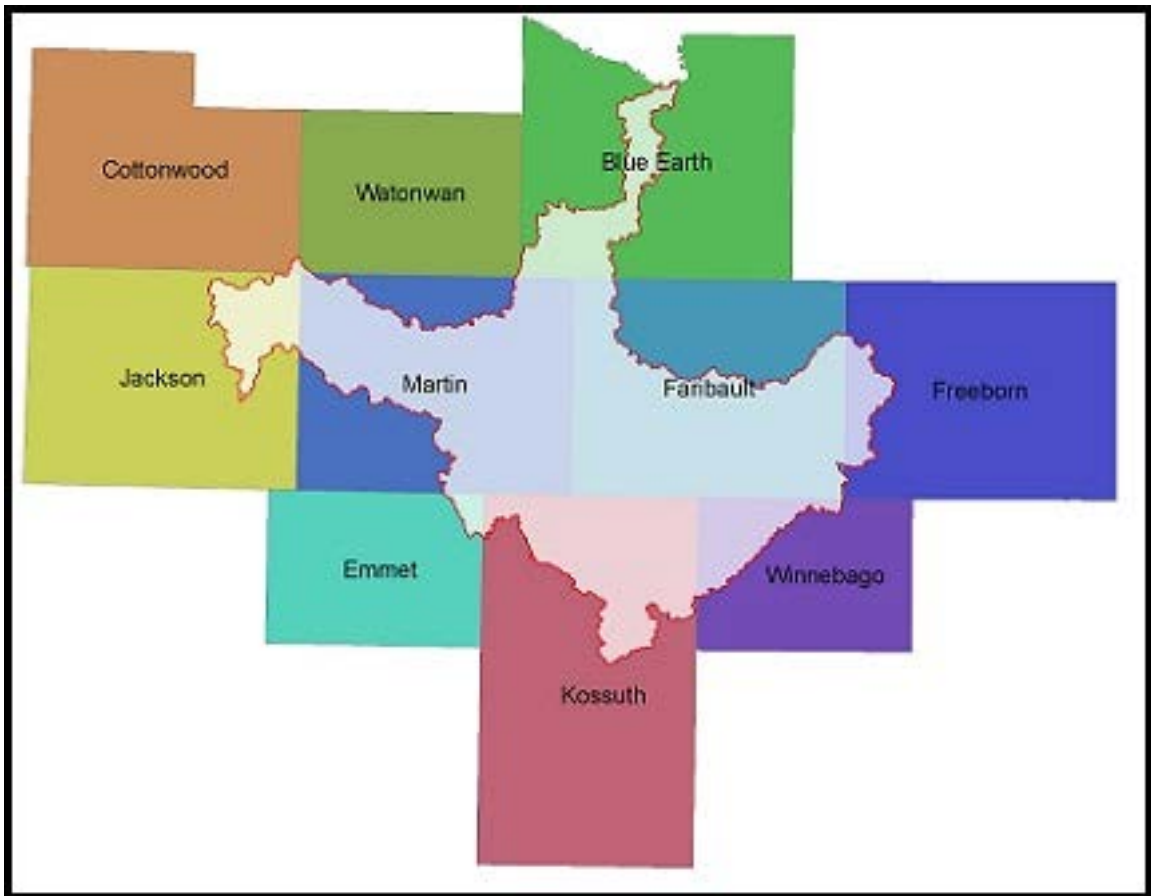
PARTNER: _____

APPROVED:

BY: _____
Board Chair/Mayor Date

BY: _____
District Manager/Administrator Date

Attachment A





Request for Board Action
Agenda Item No. 4.1.

Requested Board Date: 8/15/2023

Agenda Type: Regular

Estimated Time: 5 Minutes

Department: Sheriff/Emergency Mgmt

Presenter: Gary Reif

Recommendation: Approve

Item: Emergency Operations Plan

Board Action Request:

Approve and sign resolution for updated Emergency Operation Plan for 2023.

Background & Comments:

Plan was approved by State level last year. Updates and a new MNWALK Plan have been added. A hard copy is available for review is desired. (plan is not a public document)

Attachments: _____

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

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

Resolution No. 23-020

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

WHEREAS, each County in the State of Minnesota is required by MSS. Chapter 122.25 (2) to have an updated Emergency Operations Plan:

WHEREAS, The State of Minnesota Homeland Security and Emergency Management (HSEM) Division has a rotating review process: first year - County Board Review, second year - Regional Review Committee, third year - Peer County Emergency Management Review and the fourth year is a State of Minnesota HSEM Review;

WHEREAS, The Emergency Operations Plan (EOP) must be approved and the Resolution signed by the County Board every four years;

WHEREAS, The HSEM rotation for 2023 requires Jackson County's Emergency Operations Plan to be reviewed by County Board Review;

WHEREAS, The HSEM review requirement states the Jackson County Board after reviewing the Emergency Operations Plan (EOP) must adopt and accept the Plan by Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Jackson County Board on the 15th day of August, 2023 that Jackson County is hereby adopting and approving the current Emergency Operations Plan (EOP) of Jackson County as managed by the Jackson County Emergency Management Office, Office of Emergency Management.

Passed and adopted by the Board of Commissioners of the County of Jackson, Minnesota this 15th day of August 2023.

Phil Nasby
Chair
Jackson County, Minnesota Board of Commissioners

ATTEST:

Ryan Krosch
County Administrator of Jackson County, Minnesota



Request for Board Action
Agenda Item No. 5.1.

Requested Board Date: 8/15/2023

Agenda Type: Regular

Estimated Time: 20 minutes

Department: Citizen/Stakeholder/Organization

Presenter: Luke Ewald, DVHHS/SHIP

Recommendation: TBD by Board

Item: Jackson County Tobacco Free Grounds

Board Action Request:

Consider implementing a tobacco free grounds policy for Jackson County property.

Background & Comments:

DVHHS/Statewide Health Improvement Partnership (SHIP) Coordinator Luke Ewald will present the staff survey results on making Jackson County grounds tobacco free.

If the Board decides to adopt a tobacco free grounds policy, they may also want to consider expanding the policy to prohibiting cannabis consumption on County property also.

Attachments: presentation

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

Tobacco Free County Grounds

“It’s Not About the Smoker, It’s About the Smoking”



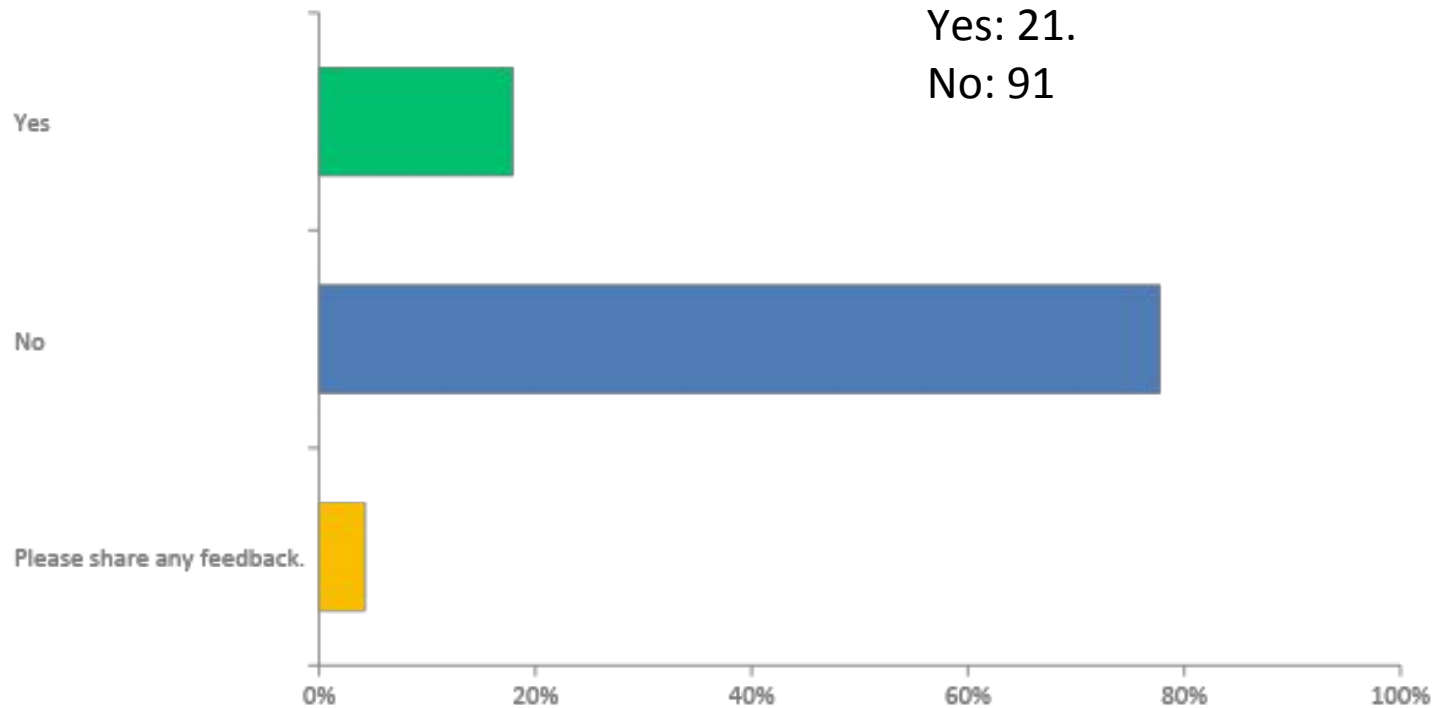
Jackson County Tobacco-Free Grounds

- Survey was conducted 6/20/2023 and ended on 7/7/2023.
- There were 117 survey respondents.
 - Jackson County and Des Moines Valley Health and Human Services (Jackson Office).
- Majority respondents completed each question.



Q1: Are you ever bothered by tobacco, secondhand smoke, and/or e-cigarette aerosol at Des Moines Valley Health and Human Services (Jackson) or Jackson County Grounds?

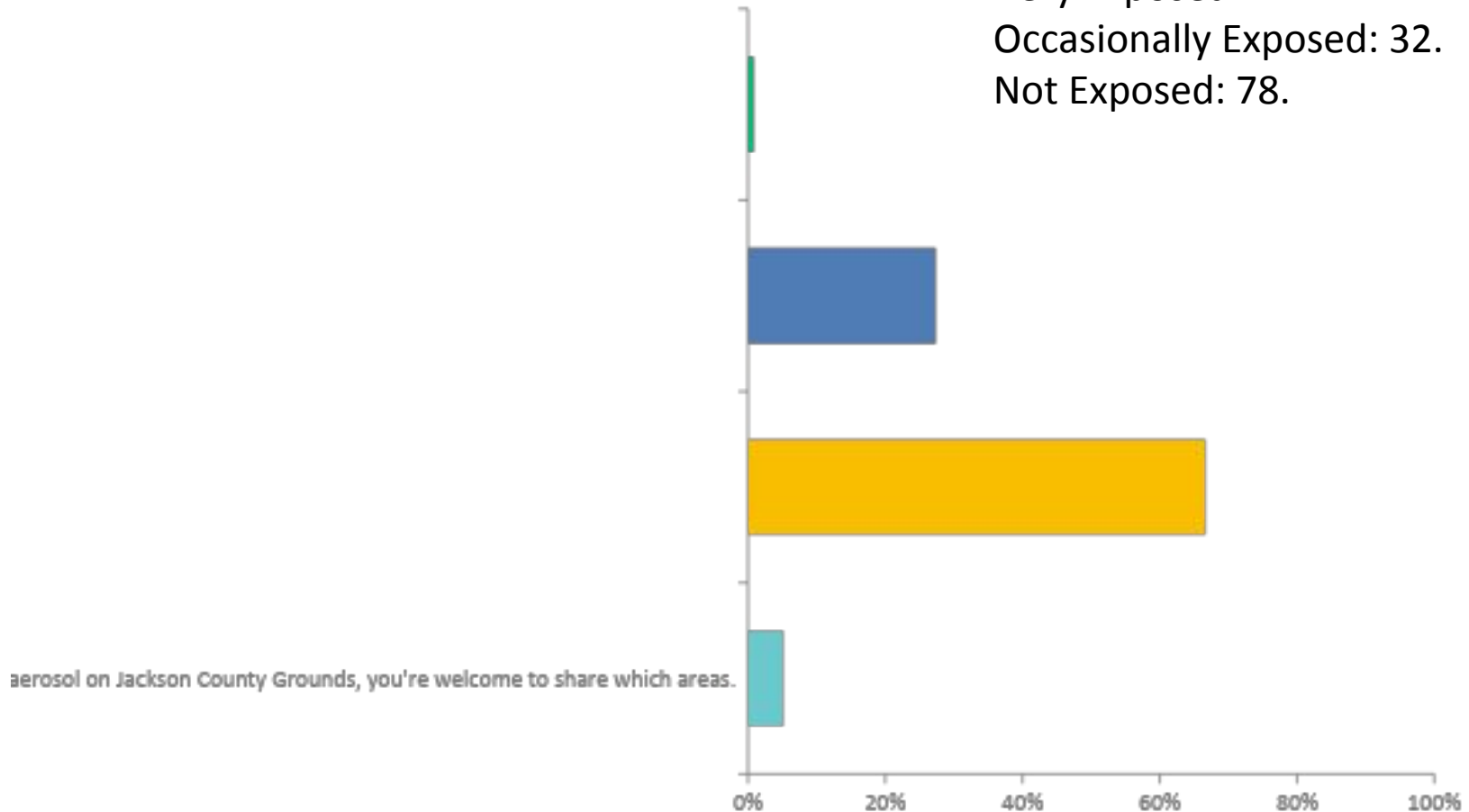
• Answered: 117 Skipped: 0



Q2: How exposed are you to secondhand smoke and/or e-cigarette aerosol at Des Moines Valley Health and Human Service (Jackson office) or Jackson County Grounds?

• Answered: 117 Skipped: 0

Very Exposed: 1.
Occasionally Exposed: 32.
Not Exposed: 78.

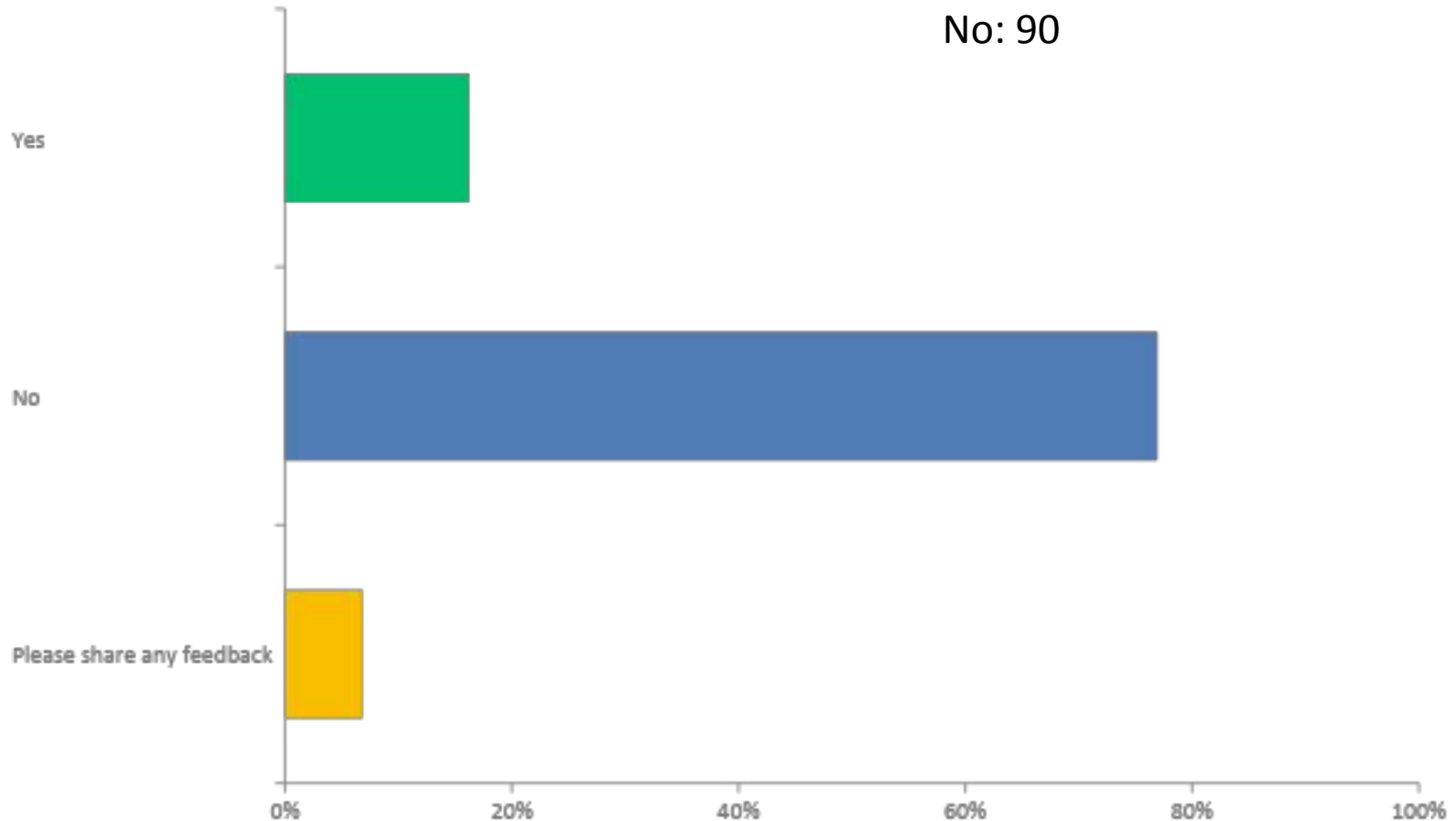


Q3: Are you bothered by other forms of commercial tobacco products (i.e. chewing tobacco/dip, cigars/cigarillos, e-cigarettes, etc.).

• Answered: 117 Skipped: 0

Yes: 19.

No: 90

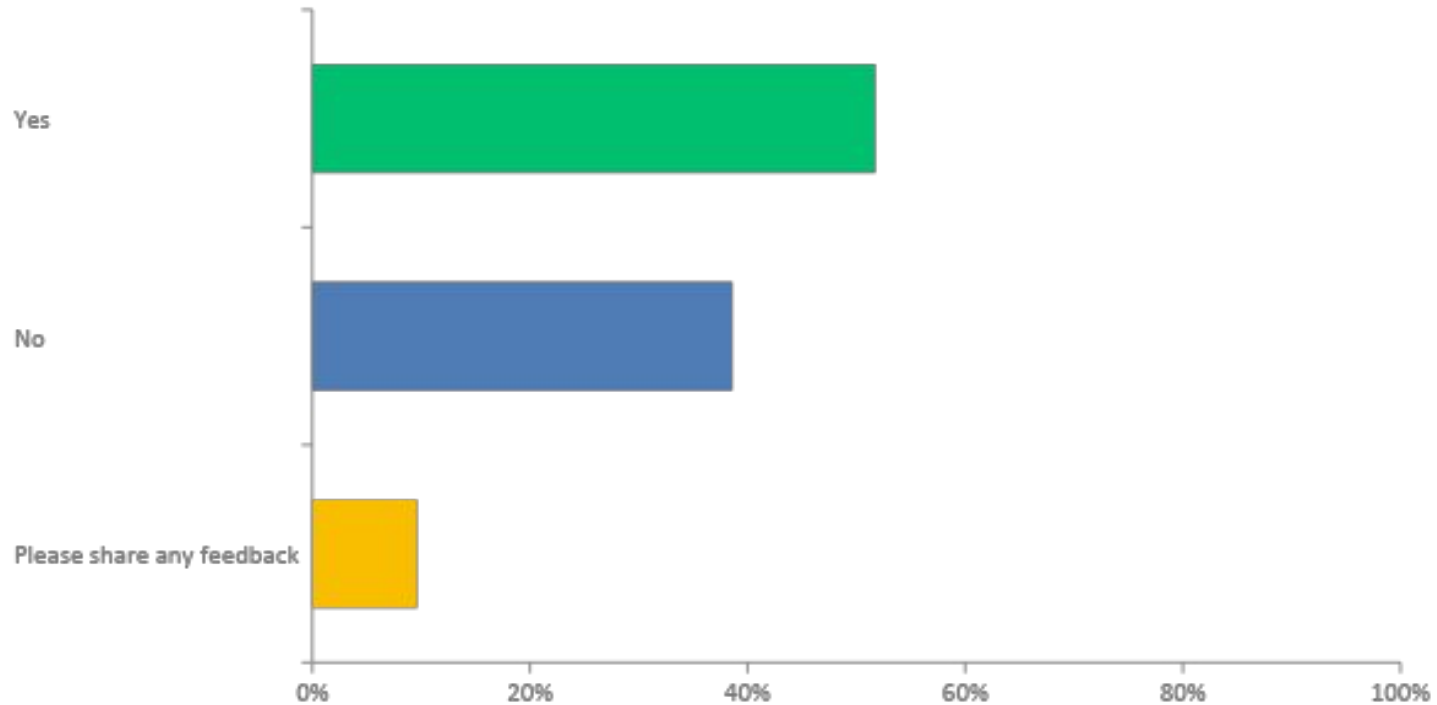


Q4: Would you support a tobacco-free grounds policy for Jackson County Grounds, including e-cigarettes?

• Answered: 114 Skipped: 3

Yes: 59.

No: 44.



Other Feedback

- There were 31 out of 86 respondents who responded to the last question of the survey which provided folks to share “Other Feedback”.
 - Feedback varied, please review survey results for all comments.

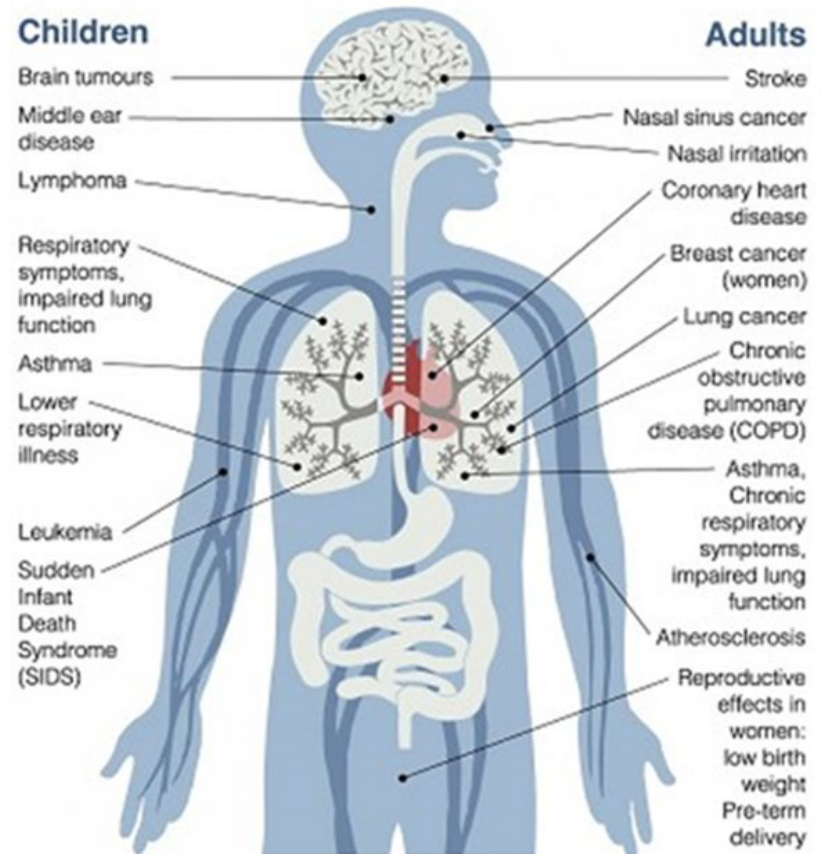
Sacred Tobacco

- Tobacco in this presentation refers specifically to the use of manufactured, commercial tobacco products, and not to the sacred, medicinal and traditional use of tobacco by American Indians and other groups.



Secondhand Smoke

- Smoking:
 - Annually, approximately 480,000 Americans and 5,900 Minnesotans die as a result of smoking and exposure of secondhand smoke.
- Vaping:
 - In 2019, there were 1,604 vaping-related lung injury cases, 3 deaths in Minnesota, and 34 deaths nationwide.



Tobacco-Free Work is Ongoing- Jackson



- Tobacco-Free Parks:
 - Jackson and Lakefield city parks (2015).
- Apartment Buildings:
 - Over 90% of apartment buildings in Jackson have a tobacco-free policy (ongoing).
- Motorplex:
 - Jackson Motorplex is tobacco-free (2016).
- Available local tobacco cessation services exist.

Southwest Minnesota Tobacco-Free Counties

- Compared to other areas in Minnesota, SW MN has the greatest number of Tobacco-Free Government Grounds.
- Area counties w/ Tobacco-Free Grounds:
 - Cottonwood, Nobles, Murray, Rock, Nicollet,
 - Martin, Faribault, Redwood, Lyon,
 - Le Sueur, Sibley, McLeod, Renville,
 - Kandiyohi, Lac qui Parle, Pipestone, Waseca.
 - Pipestone and Watonwan**
- Considerations-
 - Counties have included county parks and county fairgrounds, anything owned, as part of the policy.

Tobacco-Free Grounds Policies: Rationale

- Changing tobacco use norm.
 - Cities, stadiums, rodeos, fairgrounds, beaches, parks, the list goes on, have policies in place.
- Positive role modeling to young people.
 - Adult and community role modeling.
- Reduced secondhand smoke exposure.
 - Exposure begins at 13ft. from source.
- Reduce harmful cigarette litter.
 - Tobacco products represent 33% of all collected litter.
- Public support for these policies.
 - Clean Indoor Act has been around for almost two decades.
 - Growing health and environmental concerns with vaping devices (e-cigarettes).
- Reduces employee absenteeism & increases employee productivity.
 - Less smoke/vape breaks and reductions in absences.
- Reduces health insurance premiums and expenses.
 - Savings of \$2,000 in healthcare costs.
- Reduces fire risk.

Current Tobacco Use in Minnesota

- Adult Smoking:
 - Jackson County 19%.
 - Minnesota: 14%.
 - USA: 16%.
 - Sources: County Health Rankings, 2023.
- All forms of tobacco:
 - 21% of MN adults use some type of tobacco product.
 - Sources: Behavioral Risk Factor Surveillance System, 2020.
- Menthol tobacco:
 - 28% of MN adults use menthol cigarettes.
 - MN Adult Tobacco Survey, 2018.
- Smokeless tobacco:
 - 4% of MN adults use smokeless tobacco.
 - Sources: Behavioral Risk Factor Surveillance System, 2020.
- E-cigarettes/vaping:
 - 5% of MN adults use e-cigarettes (at least once in the past 30 days),
 - 18% of MN 18-24 years of age use e-cigarettes.
 - Sources: Behavioral Risk Factor Surveillance System, 2020.



Comprehensive Policy = the **GOLD STANDARD**

- Less confusion, protect largest number of people.
- Comprehensive means:
 - All grounds covered all the time.
 - Adequate communication and enforcement measures.
 - Links to cessation are included.
 - Direction for periodic review and updates.
 - Includes ALL forms of tobacco, including e-cigarettes/vape pens.



Concerns w/ Tobacco Use at Neighboring Properties

- To avoid employees and visitors smoking on neighboring properties:
- Reiterate the purpose of the policy: Health.
- Inform and support neighbors BEFORE the policy is implement– offer contact information if they have concerns.
- Remind employees that, as they would for anything else, they should respect the county’s neighbors and their property.
- Ongoing communication.



Policy Enforcement

- Educate and Inform.
 - Local/social media, newsletters, policy reminder cards, community events, etc.
- Largely Self-Enforced.
 - Policy language addresses enforcement.
 - Compliance is largely community/worksite driven– now a social norm.
- Signage– Eliminates need for law enforcement presence.
 - Signage is ideal in high visitor traffic zones.
 - Allows for self-enforcement.

- Cessation resources are available to staff, visitors, and clients/patients.
- Enforcement problems are not widespread in most counties/cities



Cessation Opportunities

- Evidence-based services and Nicotine Replacement Therapy (NRT) is highly recommended.
- Minnesota:
 - Quit Partner.
 - My Life, My Quit (for 13-17 years of age).
- National:
 - The EX Program
 - American Lung Association (Freedom From Smoking Classes)
 - This is Quitting
 - Smoke-Free Gov (various cessation options for different populations available)
- Local:
 - Health Coaching (i.e. Sanford Health).
 - Quitline Network (we can establish on-site at DVHHS Public Health)
- Mobile Apps (examples):
 - QuitGuide
 - quitSTART



Designated Area -- Setbacks

- Limits support to people who want to quit.
- Doesn't send a strong message about importance of health.
- Makes the policy more difficult to enforce.
- Possibility of ongoing tobacco litter.
- Secondhand smoke concerns may continue to exist.
 - Individuals exposed by opened windows, doorways/entrances, air intakes, etc.

Summary of Tobacco-Free Grounds Process

- Form a workgroup/Task Force (if needed).
- Conduct an employee assessment.
- Develop an action plan.
- Draft a policy statement– why a policy is being considered.
- Become familiar with cessation resources.
- Develop a communication plan.
- Prepare for implementation.
- Implement policy/promote cessation resources.
- Enforce policy.
- Conduct evaluation and continue monitoring.
- **Discuss policy coverage for County Parks, LEC, and Jackson County Fairgrounds

Tobacco-Free Grounds- Six Step Process

- SHIP assisted Cottonwood County in 2014 to adopt & implement a tobacco-free grounds policy.
 - Policy was implemented on 1/1/2015.
- This same six step process can be replicated for Jackson County.

ORGANIZATION

Des Moines Valley Health & Human Services

Cottonwood- 2015 Jackson County- no policy, yet.

CHALLENGES

Eyes wide open – what barriers or challenges might we face?

- Folks can be vocal.
- Pushback.
- Patients/clients.
- Court services.

OUR GOAL

Implement 100% Tobacco-Free Jackson County Grounds Policy

STRENGTHS

What are our assets? Things we have going for us?

- Public health is supportive of TF Policy
- Established Agency Wellness Committee
- Majority of staff do not use tobacco.
- Continue to work on other tobacco-free initiatives to boost community awareness /education of your work and implementing tobacco prevention.

MOTIVATIONS

Why are we embarking on this work?

- Cottonwood County has TFG
- Requirement of MDH SHIP Grant.
- Area counties/cities have TF Policies/POS restrictions.
- Parks, Fairgrounds, Venues are SF/TF

PROCESS

Step by step - what needs to happen?

- Commissioner presentation
- Meet w/ Wellness Committee
- Conduct employee survey

- Evaluate survey, share results with Commissioners.
- Develop Action Plan
- Develop Communication Campaign

- Promote cessation & remove genes.
- Draft Policy Statement
- Enforcement ideas
- Meet w/ Wellness Committee
- Create Evaluation Plan.
- Meet w/ city councils to discuss policy.

- Implement Policy
- Promote cessation
- Celebration event

IMPACT

What are the results we expect to see?

- Ensure County Supervisors are monitoring
- Notify staff this is largely self-enforced.
- Promote policy in newspaper, social media, radio, etc.
- Healthier workplace.
- On-site tobacco cessation referral and/or agency-wide tobacco cessation via Quit Partner.

STAKEHOLDERS

Who is involved in the process? Who is affected by the outcome?

- Wellness Committee
- County Commissioners
- County Attorney

- Patients/clients
- Agency & County Staff
- Youth role modeling

Start Date



Summer 2023



Summer 2023



Autumn 2023



Autumn 2023



End Date

Winter 2024



First Steps—Employee Engagement

- Conduct an Employee Assessment (survey) on tobacco-free county grounds.
 - In 2014, over 80% of staff supported tobacco free grounds.
- Develop &/or use Wellness Committee.
 - This group is beneficial to spread the word about the policy and help with the process.
- Share survey results with employees and commissioners—
Completed.
- Present next steps at future Commissioner Meetings.

Before Policy Implementation

- Phase One:
 - Determine an adoption/implementation date(s) 6-12 months out.
 - Taskforce development- i.e. worksite wellness committee.
 - Notify staff, clients, & visitors about future changes.
 - Incorporating tobacco users in planning process.
 - Communication plan development- share widely.
 - Cessation education and accessibility to resources- i.e. Quit Partner.

Maintain Supportive Environment

- Phase Two:
 - Announce management commitment to establish Tobacco-Free Grounds.
 - Have diverse taskforce created (ex. include those you use tobacco).
 - Go through employee assessment with task force.
 - Let employees, clients, and visitors know intentions of tobacco-free grounds policy.
 - Set adoption and implementation dates (announce to employees)
 - Wellness activities and care kits- this was done in Cottonwood County in 2014.

Communication

- Phase Three:
 - Keep communication open with employees, public, neighboring businesses/organizations.
 - Use county/agency social/media, websites, and emails- share with local news outlets.
 - Host educational sessions for employees- wellness committee.
 - Administration/task force sends final announcement before policy takes effect.
 - Get input from neighbors to keep track of concerns (enforcement technique)- i.e. public work offices throughout county, courthouse, etc.

Monitor Policy

- Phase Four:
 - Look for ways to integrate tobacco-free language with other policies.
 - Taskforce or Wellness Committee/CWP discusses policy periodically.
 - Celebrate ongoing success with other tobacco related observances (ex. World No Tobacco Day).

Enforcement Tips

- Phase Five:
- Be Non-confrontational:
 - Politely reminding smokers of the policy if there are violations.
- Don't Backtrack:
 - Consider gathering feedback from staff, clients, and visitors in the beginning will make for less issues in the future.
- Imperfect Compliance:
 - There may be times when enforcement is difficult, but as the norm/culture changes enforcement becomes easier.



Preventative Maintenance

- Phase Six:
 - Identify “hot-spots” where enforcement may be troublesome (this is also part of phase one).
 - Tobacco litter, while intentional or not, will inevitably be around.
 - Keep the grounds clean, especially near hot-spots.
 - Continue to offer tobacco cessation opportunities to staff, clients, and visitors.

Questions?

- Thank You!
- Luke Ewald, DVHHS Public Health
 - 507-847-6930
 - Luke.ewald@dvhhs.org





**Request for Board Action
Agenda Item No. 6.1**

Requested Board Date: 8/15/2023

Agenda Type: Regular

Estimated Time: 5

Department: Administrator

Presenter: Ryan Krosch

Recommendation: Approve

Item: Medicare Supplement Plan

Board Action Request:

Discontinue providing a medicare supplement plan option starting in 2024.

Background & Comments:

Jackson County provides a medicare supplement plan to eligible retirees who elected to purchase the plan. Jackson County does not pay for any of the cost of the plan and the plan is not a benefit offered by the county. County staff do spend time collecting payments from retirees on the plan and processing payments.

The plan we currently offer costs \$408.50/month through Blue Cross and Blue Shield. Medicare supplement plan offerings have changed over the years and there are now many options for people to purchase supplements in the open market at less cost. In the past two years we have not had anyone new sign up for our current plan. Those who have inquired found it cheaper elsewhere.

I am recommending that we no longer offer a medicare supplement plan to retirees and send a letter to the 10 retirees on the plan that it will no longer be offered starting in 2024. There are local insurance companies that sell these plans and our insurance agent, NIS, can also help retirees find plans from various providers.

Attachments: _____

Fiscal Impact: _____

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

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



Request for Board Action
Agenda Item No. 6.2.

Requested Board Date: 8/15/2023

Agenda Type: Regular

Estimated Time: 15 minutes

Department: Administrator

Presenter: Ryan Krosch

Recommendation: TBD by Board

Item: New Housing Tax Abatement Program Discussion

Board Action Request:

Discuss implementation of a new housing tax abatement program in the county.

Background & Comments:

In June the Board discussed revisiting the implementation of a new housing tax abatement program in the county. I have attached a summary of what other counties in southwest Minnesota offer for a housing tax abatement program. I have also attached the City of Lakefield's housing tax abatement program guidelines and application.

Attachments: Housing tax abatement program spreadsheet, Lakefield tax abatement program information

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

Southwest Minnesota County Tax Abatement Programs for New Housing

<u>County</u>	<u>Program</u>	<u>Countywide</u>	<u>Years of Abatement</u>	<u>Require City/ Township/School Participation</u>	<u>Notes</u>
Cottonwood	Yes	Yes	5	No	\$320,000 home value cap for County abatement; Windom, Bingham Lake, Mnt. Lake, Westbrook, Windom School also have programs
Fairbault	No				City of Blue Earth has its own program
Lincoln	No				No city programs found online
Lyon	Yes	Yes	4	No	Yr. 1 - 80% abatement, Yr. 2 - 60%, Yr. 3 - 40%, Yr. 4 - 20%; no city program in Marshall
Martin	Yes	Yes	10	No	Fairmont has a multi-family housing tax abatement program
Murray	Yes	Yes	5	No	No city program in Slayton
Nobles	Yes	No - cities and schools must opt in; Yes - townships	5	Yes -cities, schools; No - townships	Worthington has its own program; other cities and schools decide individually to participate in county program or not
Pipestone	Yes	Yes	3	No	City of Pipestone has its own program
Redwood	No			No	No city program in Redwood Falls
Rock	Yes	Yes	5	No	No city, township or school has a program
Watonwan	No			No	No city programs in St. James or Madelia



Lakefield Home Initiative Program

City of Lakefield Guidelines

Intent

The purpose of the Lakefield Home Initiative Program (LHIP) is to provide incentives to encourage the construction of new owner occupied and rental residential housing units, and to encourage replacement of dilapidated housing structures with new housing structures within the City of Lakefield between March 1, 2022 and December 31, 2024.

Tax Abatement Availability

Minnesota Statute 469.1813 Subdivision 8 places limitations on tax abatement. In any given year, the total amount of taxes abated by a municipality shall not exceed 10% of the net tax capacity (NTC) of the political subdivision for the taxes payable year to which the abatement applies, or (2) \$200,000, whichever is greater.

Eligible Participants

Any person who constructs a new single-family home, duplex, or multi-family housing unit and who files application materials and seeks formal approval from the appropriate local jurisdiction between March 1, 2022 and December 31, 2024 may be eligible to receive 100% tax abatement of the City's share of increased real estate taxes as a result of building newly constructed housing or a home, for a period of 5 years provided all of the following are met:

1. Property is located within Lakefield city limits and zoned properly for the proposed development project.
2. The applicant shall not have received other local financial assistance (tax increment financing/TIF, Workforce Housing, SCDP).
3. Project is built to building codes adopted at the time building permit is obtained.
4. Property taxes are current and paid on time and in full.
5. Program approvals must be obtained prior to the start of construction of the new housing/home.

The real estate taxes to be abated shall be for up to the full amount of the real estate taxes collected from added tax base of the newly constructed housing/home annually. Real estate taxes collected for the value of the land or any current additional structures value are not eligible for tax abatement, and will not be abated as part of this program.

This abatement will transfer with the sale of the property for the balance of the five years abatement period.

This abatement will not include voter approved school referendums.

This abatement does not apply to, or include, existing and/or new assessments to the property.

The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record at the time of the payment, by December 30th for that calendar year.

Application

Statute requires the City to approve each abatement application. Thus, all applications will be considered on a “first come - first served” basis. The acceptance of new applications will be contingent upon EDA and Council approval and abatement capacity as defined above.

A complete application for Abatement shall consist of:

- A letter requesting abatement for eligible projects addressed to the Lakefield City Clerk.
- Legal description of the subject property, including address and property identification number.
- A site plan and construction plans for the proposed project.
- A copy of the building permit once received.

Applications are to be submitted to Lakefield City Clerk, 301 Main St, PO Box 900, Lakefield, Minnesota, 56150. Upon receipt of a completed application, the Clerk will submit to the EDA and, following EDA approval, the City Council to schedule a date on which to consider the application. Notice of those date shall be sent to the applicant within 30 days of the application being filed and following EDA approval. Upon consideration and approval by the City Council, the Council will approve a resolution outlining the details of the abatement program and authorization of staff to enter into a tax abatement agreement with the developer/builder/owner.

The abatement period will commence with the completion of construction, or not more than one year following approval of the taxing authority’s resolution, whichever is first, and shall continue for 5 years.

**CITY OF LAKEFIELD APPLICATION FOR
ECONOMIC DEVELOPMENT TAX ABATEMENT**

Business Name:	
Address:	
Business Owner:	
Contact:	
Telephone:	

Description of project

Description of expected financial benefit to city (The benefit must be equal or greater than the cost of the abatement.)

Description of public interest served by the proposed abatement
<input type="checkbox"/> Increase or preserve tax base. How?
<input type="checkbox"/> Provide jobs. Describe employment levels, types of employment and wage levels projected over the next five (5) years. If existing business, include new jobs only.

<input type="checkbox"/>	Provide or help acquire or construct public facilities. For which facilities? How?
<input type="checkbox"/>	Redevelop or renew blighted areas. How?
<input type="checkbox"/>	Provide access to services for residents. How?
<input type="checkbox"/>	Finance or provide public infrastructure. Describe.

Abatement requested	
Requested tax amount to be abated	
Requested duration of abatement	

<p>Describe all types of governmental assistance, including tax abatements requested or granted by other taxing jurisdictions</p> <p>NOTE: Economic development abatements may not be entered into if the property is located in a tax increment financing district.</p>

Statement of necessity for use of economic development incentive for this project

Application completed by: _____

Signed _____

Date _____



Drainage Authority Request for Action
Agenda Item No. 2.1.

Requested Board Date: 8/15/2023

Agenda Type: Consent

Estimated Time: _____

Department: Auditor/Treasurer

Presenter: Kelly Rasche

Recommendation: Approve

Item: Approve Drainage Authority Board Minutes of August 1, 2023

Drainage Authority Action Request:

Background & Comments:

Attachments: Minutes Draft

Fiscal Impact: _____

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

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

PROCEEDINGS OF THE JACKSON COUNTY DRAINAGE AUTHORITY, JACKSON COUNTY, MINNESOTA

August 1, 2023

DRAFT

The Drainage Authority of Jackson County, Minnesota met in regular session, in the Jackson County Courthouse Board Room, 405 Fourth Street, City of Jackson, Minnesota, on August 1, 2023.

Jackson County Drainage Authority Present

Phil Nasby, Scott McClure, Don Wachal and Roger Pohlman – Jim Eigenberg Absent

Others Present

Drainage Coordinator Kelly Rasche and County Administrator Ryan Krosch

CALL TO ORDER

Drainage Authority Board Chair Phil Nasby called the meeting order at 10:40 a.m.

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

CONSENT AGENDA

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

- 2.1 Board Action – Approval of Minutes of July 18, 2023
- 2.2 Board Action – Judicial Ditch 2 Repair Rickert Excavating Inc. Project Pay Request #3
- 2.3. Board Action – Judicial Ditch 42 Precision Farm Drainage Bid Package 2 Pay Request #4
- 2.4. Board Action – Judicial Ditch 35 Repair Brunz Construction Company Pay Request #1
- 2.5. Board Action – Judicial Ditch 13 Main Project Hodgman Drainage Company Bid Package 6 Pay Request #2
- 2.6. Board Action – Judicial Ditch 13 Main Project Hodgman Drainage Company Bid Package 5 Pay Request #7
- 2.7. Board Action – Judicial Ditch 8 Repair Noomen Excavating Pay Request #4

REGULAR AGENDA

3.1 Board Action – Judicial Ditch 31 Assessment Assignment Correction and Reassignment – Motion to approve to refund the landowner of parcel 19.008.0100 the amount paid of \$12,314.92 and assess to the landowner of parcel 19.001.0200 the amount refunded plus the second half assessment of \$706.98 for 2023 for a total of \$13,321.90. Landowner of 19.008.0200 shall be allowed an opportunity to prepay the full amount due or a minimum of \$706.98 by November 15, 2023, with the outstanding balance assessed the same as originally assessed at 4.25% interest, amortized over the remaining amortization life (11 years) of the assessment made by Commissioner Wachal with a second by Commissioner McClure, all yes, motion carried.

ADJOURN

Chair Nasby adjourned the meeting at 10:45 a.m.

Approved this ___ day of _____ 2023

JACKSON COUNTY DRAINAGE AUTHORITY

Phil Nasby, Drainage Authority Chair

ATTEST: _____
Kevin Nordquist, Auditor/Treasurer