



*Note: The Jackson County Drainage Authority will meet on Tuesday, December 3<sup>rd</sup>, 2024 starting at 2:00 p.m. at the Jackson County Library, Meeting Room, 311 Third Street Jackson, MN.*

## **BOARD OF COMMISSIONERS REGULAR MEETING**

**Tuesday, December 3<sup>rd</sup>, 2024 4:00 P.M.**

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

- 4:00 p.m.            Call Board of Commissioners' Meeting to Order  
1.1.    Pledge of Allegiance  
1.2.    Adoption of Agenda
- 4:00 p.m.            New Employee Introductions
- 4:01 p.m.            Consent Agenda  
2.1.    Board Action – Approve November 19<sup>th</sup>, 2024 Board of  
          Commissioner Regular Meeting Minutes  
2.2.    Board Action – Approve Claims  
2.3.    Board Action – DAV Donation of \$350 to Van Program  
2.4.    Board Action – Professional Service Agreement  
2.5.    Board Action – Statement of Work - Audit Services
- 4:02 p.m.            Citizen/Stakeholder/Organization  
3.1.    Board Action – Jackson County Historical Society Funding  
          Request
- 4:17 p.m.            Sheriff, Shawn Haken  
4.1.    Board Action – LumenServe Compliance & Monitoring Services  
          Agreement
- 4:19 p.m.            Land Management/SWCD, Valerie Cihak  
5.1.    Board Action – Katie Hansen Interior Design Business CUP  
5.2.    Board Action – Kyle and Jodi Johnson Dog Boarding Business  
          CUP

4:30 p.m. Public Hearing – Local Sales and Use Tax Ordinance Public Hearing and Enactment  
6.1. Board Action – Local Sales and Use Tax Ordinance Public Hearing and Enactment

Unscheduled Committee and Board Reports

Unscheduled Closed Session – MN Statute 13D.05 Subd. 3  
7.1. Performance Evaluation of County Administrator, Ryan Krosch

Adjourn Commissioners' Meeting



**Request for Board Action**  
**Agenda Item No. \_\_\_\_\_**

**Requested Board Date:** 12/03/2024

**Agenda Type:** Regular

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

**Department:** \_\_\_\_\_

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

**Recommendation:** Informational

**Item:** New Employee Information

**Board Action Request:**

**Background & Comments:**

Jackson County recently hired Destiny Mathews, Deputy Sheriff

**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](mailto:County.Administrator@co.jackson.mn.us)

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

The Jackson County Board of Jackson, Minnesota met in regular session, in the Jackson County Courthouse, Commissioners' Board Room, City of Jackson, Minnesota, on November 19, 2024. The following members of the Jackson County Board of Commissioners were present: Don Wachal, Roger Pohlman, Scott McClure, Phil Nasby, and James Eigenberg. County Administrator, Ryan Krosch, County Attorney, Kristi Meyeraan and Assistant to the Administrator, Brandi Bourquin were also in attendance.

**CALL TO ORDER**

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

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

**EMPLOYEE INTRODUCTIONS**

County Attorney, Kristi Meyeraan introduced new Legal Assistants, Sonja Gruhlke and Rebecca McPeak.

**CONSENT AGENDA**

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

**Board Action 24-172** – Approve November 5<sup>th</sup>, 2024 Board of Commissioners' Regular Meeting Minutes.

**Board Action 24-173** – Approve all Commissioner disbursements in accordance with Minnesota Statutes 130.01 subd. 4(b), recorded on warrants numbered 108089-108240 in the amount of \$1,566,530.22 for the following funds: Revenue, \$478,825.88; Public Works, \$813,415.88; 2013A GO Capital Improvement Bonds, \$190,202.60; Ditch, \$26,565.30; Revolving Loan, \$30.00; Septic Systems Revolving Loan, \$45,000; Agency, \$5,516.00; Library, \$6,942.56; and Taxes & Penalties, \$32.00. A detailed list of claims paid is available at the Auditor/Treasurer's office upon request.

<b>Vendor</b>	<b>Total</b>
Environmental Plant Services, Inc	271,718.00
Federated Rural Electric Association	254,374.00
Midwest Contracting LLC	244,266.95
Icon, LLC	186,808.69
Nielsen Blacktopping, Inc.	156,281.08
KLJ Engineering LLC	47,926.14
M C C M i 33	38,078.06
Regents Of The University Of MN	33,635.17
M.R. PAVING & EXCAVATING, INC.	33,300.00
H&R Construction Co	26,096.28
Cooperative Energy Co.	22,790.28
Waste Management	17,313.80
Collins Engineers, Inc.	16,178.00
Edlin Excavating	15,000.00
Jasper/James Mitchell	15,000.00
SVE LLC	15,000.00
I & S Group Inc	14,422.94
CORPORATE PAYMENT SYSTEMS	9,821.14
EnviroTech Services, Inc.	8,930.88
Equipment Blades Inc.	8,320.00
Jackson Co Auditor-Treasurer	7,908.56

Hansen Concrete Co	7,512.50
Stonebrooke Engineering, Inc	7,367.17
Rapp Strategies, Inc	7,200.00
Smith & Johnson	6,000.00
Treasury Division Of Mn Dept Of Finance	5,473.50
Marsden Bldg Maintenance LLC	5,456.46
Advanced Drainage Systems	5,455.60
Fortra, LLC	4,862.92
Black Strap Inc.	4,583.50
Ziegler Inc.	4,182.83
KUXX/KKOJ	4,124.90
Bauer Built, Inc	4,117.58
Christoffer/Dale	3,950.80
Amazon Capital Services	3,843.23
Rons Electric Inc	3,454.28
Sanford Health - Sioux Falls	3,140.75
AUTO VALUE - JACKSON	3,022.51
Minnesota Paving & Materials	2,593.75
Verizon Wireless	2,501.44
Guardian RFID	2,305.25
<b>Total Claims Over \$2000</b>	<b>1,534,318.94</b>
<b>100 Claims Under \$2000</b>	<b>32,211.28</b>
<b>Total Claims Submitted</b>	<b>1,566,530.22</b>

**Board Action 24-174** – Approve subsurface sewage treatment loan for Mark and Julie Steinle for the amount of \$15,000.

**Board Action 24-175** – Approve Subsurface Sewage Treatment loan for Shania Heinrichs and Logan Ward for the amount of \$15,000.

**Board Action 24-176** – Approve Subsurface Sewage Treatment loan for Eh Dah and Jenna Dah for the amount of \$15,000.

**Board Action 24-177** – Approve resolution recommending that Les Anderson, Jim Haler, John Smith and Bruce Gundermann be appointed to the Red Rock Rural Water Board of Commissioners.

**Board Action 24-178** – Approve the 2025 Marsden Cleaning/Custodial Services Contract.

**Board Action 24-179** – Approve 2025-2028 Ramsey County Medical Examiner Contract Agreement.

**Board Action 24-180** – Approve Retailer’s License for Sale of Tobacco for Family Dollar LLC.#26341, United Fuels Midwest DBA Speedway #4703, United Fuels Midwest Inc DBA Vet’s Whoa-N-Go Fuel Stop, Staples Enterprises Inc DBA Expressway Jackson and Casey's Retail Company DBA General Store #1660 effective January 1, 2025 to December 31, 2025.

The motion carried unanimously.

**CITIZEN/STAKEHOLDER/ORGANIZATION**

Chair Wachal opened the public hearing to receive comments regarding the City of Jackson Belmont Heights Housing Tax Abatement at 9:06 a.m.

Comments were made by Commissioner McClure and Commissioner Nasby with regards to the tax abatement. No other comments were provided.

Chair Wachal declared the public hearing closed at 9:09 a.m.

**Motion was made by Commissioner McClure and seconded by Commissioner Pohlman** to adopt Resolution 24-028: Approve a property tax abatement resolution for the Belmont Heights Housing Project in the City of Jackson with the abatement duration being 5-years and an abatement amount not to exceed \$28,145 per year. The motion carried unanimously.

County of Jackson )  
 ) SS.  
State of Minnesota )

**Resolution 24-028**

**APPROVING PROPERTY TAX ABATEMENTS**

- (a) WHEREAS, the City of Jackson, Minnesota (the "City") has requested that Jackson County, Minnesota (the "County") authorize a property tax abatement pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Abatement Act") with respect to the property identified as parcel identification number 230131320 (the "Abatement Property") in connection with the development of the property by the City, and the buildout of up to 49 housing units (the "Project") on the Abatement Property;
  - (b) WHEREAS, the City has incurred costs for the installation of public infrastructure on the Abatement Property which it has financed through the issuance of \$2,485,000 in general obligation bonds ("City Costs");
  - (c) WHEREAS on the date hereof, the County held a public hearing regarding taxes proposed to be abated on the Abatement Property by the County for a duration of up to 20 years in the maximum amount of \$28,145 per year; (d) WHEREAS notice of the hearing was duly published in accordance with the Abatement Law;
  - (e) WHEREAS, the abatement is not a business subsidy under Minnesota Statutes, Sections 116J.993 through 116J.995 (the "Business Subsidy Act") because it is a housing project, and the support of housing is not considered a business subsidy under the Business Subsidy Act;
  - (f) WHEREAS, the City of Jackson adopted an abatement resolution providing for 20-years of tax abatement levies to be used to pay debt service on bonds issued to finance the Project;
- NOW THEREFORE, BE IT RESOLVED By the County Board of Jackson County, Minnesota (the "Board") as follows:

Section 1. Findings for the Abatement. The Board hereby makes the following findings:

- (a) The Board expects the benefits to the County of the Abatement to at least equal the costs to the County thereof because (1) the Project provides economic stimulus needed to expand an housing opportunities in the County; (2) the Project assists in the finance of public infrastructure that will also serve future phases of housing development, which will create tax base in the County; and (3) the Abatement amount finances only a portion of the cost of the Project and leverages the investment of both public and private funding sources in the Project and, therefore, is less than the cost of the Abatement to the County.
- (b) Granting the Abatement is in the public interest because it will (1) increase the tax base by stimulating new housing development; (2) provide employment opportunities in the County through construction jobs associated with the implementation of the project; and (3) assist in the paying the costs associated with the construction of public infrastructure.
- (c) The Abatement Parcel is not, and will not be, located in a tax increment financing district.
- (d) In any year, the total amount of property taxes abated by the County under this and other resolutions, if any, does not exceed the greater of 10% of the net tax capacity of the County or \$200,000.

Section 2. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

- (a) The abatement will apply to the County's share of annual real estate taxes received by the County with respect to the Abatement Property in an amount calculated in each tax-payable year commencing 2027 and continuing through and including 2031 as follows: the County tax rate for such tax-payable year multiplied by the net tax capacity (as defined in Minnesota Statutes, Section 273.13, subdivision 21b, as amended) of the Abatement Property in such tax-payable year less the County tax rate in tax-payable year 2024 multiplied by the tax-payable year 2024 net tax capacity of the Abatement Property (the "Abatement").
- (b) The Abatement shall be for up to a 5-year period and shall apply to the taxes payable in the years 2027 through 2031, inclusive, in an amount not to exceed \$28,145 per year.
- (c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.
- (d) The Abatement is subject to modification and amendment in accordance with the Abatement Law.

**AUDITOR/TREASURER**

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Naby** to adopt Board Action 24-181: Approve the Classification of Tax Forfeited Lands as recommended and authorize the Auditor/Treasurer's

Office to request approval response from the cities in which the parcels are located. The motion carried unanimously.

2024 PROPERTIES TO BE CLASSIFIED		APPROVED CLASSIFICATION	
Parcel ID and Brief Description		Non-Conservation	Conservation
21.200.1330	City of Alpha, Plat: Original Town-AlphaLots 29 thru 31; Blk 5	X	
22.200.0140	City of Heron Lake, Plat: Heron Lake First Addition105' x 90' Lots 1 & 2; Blk 6	X	
24.033.3550	City of Lakefield, Sect 33 Twp 103 Range 036Approx 410' x 166.5' PT SE 1/4	X	

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Naby** to adopt Board Action 24-182: Approve the Public Sale of Tax-Forfeited Lands 2024-2 with values listed on the Notice of Public Sale of Tax-Forfeited Lands 2024-2. The motion carried unanimously.

NOTICE OF PUBLIC SALE OF TAX-FORFEITED LANDS 2024-2  
LIST OF TAX-FORFEITED LAND 2024-2 FOR PUBLIC SALE

SECTION A: RESIDENTIAL PROPERTIES forfeited between June 23, 2016 and December 31, 2023 Residential and Unimproved with a Structure			
Municipality/Address	PID	Value	Assessments Before Forfeiture
Rost Township (A.K.A. 800 <sup>th</sup> St)	R 15.007.0100	Value: \$1.00 Special Assessments Levied After Forfeiture: \$198.43 <b>Basic Sale Price: \$199.43</b>	<b>\$153.87</b>
Rost Township (A.K.A. 800 <sup>th</sup> St)	R 15.007.0200	Value: \$1.00 Special Assessments Levied After Forfeiture: \$182.71 <b>Basic Sale Price: \$183.71</b>	<b>\$147.73</b>
City of Lakefield (A.K.A. 309 3 <sup>rd</sup> Ave W)	R 24.343.0390	Value: \$1.00 Special Assessments Levied After Forfeiture: \$675.00 <b>Basic Sale Price: \$676.00</b>	<b>\$7,128.76</b>
SECTION B: RESIDENTIAL PROPERTIES forfeited between June 23, 2016 and December 31, 2023 Parcels with No Structures			
Municipality/Address	PID	Value	Assessments Before Forfeiture
City of Alpha (A.K.A. 110 Palmer St S)	R 21.401.0170	Value: \$1.00 Special Assessments Levied After Forfeiture: \$2541.75 <b>Basic Sale Price: \$2542.75</b>	<b>\$3,213.10</b>
City of Alpha (A.K.A. Lots 1-4 & 16-22 Block 3)	R 21.401.0340	Value: \$1.00 Special Assessments Levied After Forfeiture: \$84.75 <b>Basic Sale Price: \$85.75</b>	<b>\$142.39</b>
City of Lakefield (A.K.A. 110 Minnesota St S)	R 24.561.0460	Value: \$1.00 Special Assessments Levied After Forfeiture: \$675.00 <b>Basic Sale Price: \$676.00</b>	<b>\$893.98</b>
City of Lakefield (A.K.A. 202 Mill Rd E)	R 24.561.0570	Value: \$1.00 Special Assessments Levied After Forfeiture: \$675.00 <b>Basic Sale Price: \$676.00</b>	<b>\$0.00</b>
SECTION D: RESIDENTIAL PROPERTY forfeited before June 23, 2016			
Municipality/Address	PID	Value	Assessments Before Forfeiture
City of Alpha (A.K.A. 340 Palmer St N)	R 21.200.0400	Value: \$1.00 Special Assessments Levied After Forfeiture: \$1442.50 <b>Basic Sale Price: \$1443.50</b>	<b>\$247.66</b>
SECTION E: RESIDENTIAL PROPERTY forfeited in 2024			
Municipality/Address	PID	Value	Assessments Before Forfeiture
City of Alpha (A.K.A. 230 Palmer St N)	R 21.200.1330	Value: \$1.00 Special Assessments Levied After Forfeiture: \$1,800.00 <b>Basic Sale Price: \$1,801.00</b>	<b>\$5,407.08</b>

<b>City of Heron Lake</b> (A.K.A. 1132 2 <sup>nd</sup> Ave)	<b>R 22.200.0140</b>	Value: \$1.00 Special Assessments Levied After Forfeiture: \$300.00 <b>Basic Sale Price: \$301.00</b>	<b>\$3,214.10</b>
<b>City of Lakefield</b> (A.K.A. 45652 820 <sup>th</sup> St)	<b>R 24.033.3550</b>	Value: \$1.00 Special Assessments Levied After Forfeiture: \$0.00 <b>Basic Sale Price: \$1.00</b>	<b>\$0.00</b>

**COUNTY ADMINISTRATOR**

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Wachal** to adopt Board Action 24-183: Approve placing a limit on the number of retail cannabis businesses at one in the draft Cannabis Businesses Ordinance that will be presented to the County Board for final approval on December 17, 2024. The motion carried by a vote of 4 Ayes: Pohlman, McClure, Eigenberg and Wachal; 1 Nay: Nasby.

Building Operations Supervisor Chadd Preuss and Sam Prescher with Contegrity Group provided an update on the new law enforcement center and government center construction project.

**BOARD REPORTS**

Commissioner Pohlman reported on meetings/events involving Three Water Winds informational meeting, DVHHS and Blue Earth River One Watershed/One Plan Policy Committee.

Commissioner Eigenberg reported on meetings/events involving DVHHS, GBERBA and 4-H.

Commissioner Wachal reported on meetings/events involving PrimeWest, MCIT, DVHHS, Fair Board, and JCD 350.

Commissioner Nasby reported on meetings/events involving Southern Minnesota Adult Mental Health Consortium, Quarterly JCC Superintendent & Mayor/Chair meeting, Explore SW MN, SWMHC, DVHHS, and Prairie Ecology Bus.

Commissioner McClure reported on meetings/events involving DVHHS, Extension and SWMHC.

**ADJOURN**

**Motion was made by Commissioner Eigenberg and seconded by Commissioner Wachal** to adjourn the meeting at 10:21 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:** 12/03/2024

**Agenda Type:** Consent

**Estimated Time:** 1min

**Department:** Veterans Services

**Presenter:** N/A

**Recommendation:** Approve

**Item:** DAV Donation of \$350 to Van Program

**Board Action Request:**

Requesting approval of the Donation from DAV Chapter 32 of \$350 for the Van program

**Background & Comments:**

DAV Chapter 32 donates to our County Van fund about Quarterly.

**Attachments:** Donation Letter

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

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

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



Department of Minnesota  
South Central Chapter 32  
PO Box 654  
Fairmont, MN 56031  
[www.davmn.org](http://www.davmn.org)

October 31, 2024

**Jackson County Veterans Service Officer**  
Government Center East  
402 White Street  
Jackson, MN 56143

Dear County Veterans Service Officer,

On behalf of the South Central Chapter 32, DAV and our Auxiliary please accept our donation of \$350.00 check number 3858 for assistance to support veterans and the utilization of your van program. We appreciate your dedication and determination to support veterans and their families. Please let us know if there are any other needs we can assist with.

Chapter 32 would appreciate if you could send written acknowledgement of this donation to file with our taxes.

Warm regards,  
For Commander Mike Chepa  
South Central Chapter 32, DAV

Pamela J. Krill  
Treasurer Chapter 32



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

**Requested Board Date:** 02/20/2024

**Agenda Type:** Consent

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

**Department:** Court Svs

**Presenter:** Robert Jirele

**Recommendation:** Approve

**Item:** Professional Service Agreement

**Board Action Request:**

Approve Professional Service Agreement

**Background & Comments:**

The Professional Service Agreement is a agreement to continue to share a support staff position between Jackson County Court Services, Jackson County Attorney's Office, and the Family Service Network. This agreement is a yearly renewal among the three agencies. This agreement has been in place for several years and it has proved to be beneficial to all three departments involved.

**Attachments:** Copy of agreement.

**Fiscal Impact:** None

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

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

## Personal/Professional Service Agreement

THIS AGREEMENT is made and entered into by and between the County of Jackson, State of

### RECITALS

WHEREAS, there are funds available for the purchase of these services. Court Services and County Attorney shall be billed separately for the hours that they use of the Administrative Assistant's contracted time;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County, through the Department, and the Contractor agree as follows:

1) Term and Cost of the Agreement

The Contractor agrees to furnish services on behalf of the County during the period January 1, 2025, through December 31, 2025.

The Contractor shall be paid an hourly rate of \$22.17. The cost of this Agreement shall not exceed \$25,532 total for both County offices.

2) Services to be Provided

A. County Attorney's Office Duties

1. Provides general administrative and technical support for the County Attorney's Office, including but not limited to:
  - 1.1 Maintains and updates the County Attorney's scanned reference files;
  - 1.2 Answers phones and assists callers with obtaining appointments or other needs as applicable;
  - 1.3 Calendars appointments and hearings based on mail and e-filing documents received;
  - 1.4 Prepares legal correspondence for mailing and delivery;
  - 1.5 Types, files, copies, assembles, and distributes mail and other paperwork;
  - 1.6 Provides general administrative support to the County Attorney's Office staff.
2. Transcribes recordings and interviews as directed.
3. Performs other duties as assigned.

## B. Court Services Office Duties

1. Performs the system administrator responsibilities for various data and reporting systems,
  - 2.1 Develops and prepares Court Orders for Judicial signature;
  - 2.2 Types court reports, correspondence, memoranda, appointment notes, and other material for Court Services;
  - 2.3 Answers telephone, greet public, clients, and professionals referring them to appropriate area;
  - 2.4 Schedules appointments and calendar all court hearings;
  - 2.5 Processes all incoming documents and mail, referring on to the appropriate area;
  - 2.6 Prepares and maintains all file folders, including all necessary documents according to Court order.
3. Performs other duties as assigned.

### 3) Payment for Services

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against the County. Each month shall have a base cost of \$123.99 for the County Attorney's Office and \$82.56 for the Court Services Office to account for vacation and holiday pay. County Office shall then only pay actual hours worker per office in addition to the base amount per month. The hours shall be paid at a rate of \$22.17 per hour.

Additionally, at times that the administrative assistant is assigned to work for Family Services Network yet has her assistant duties completed, with the exception of assisting customers that arrive and answering phones/email, the administrative assistant may work on duties assigned by either the County Attorney or Court Services Offices while at the Family Services Network office at a rate of \$11.09 per hour (split rate between the office assigning work and Family Services Network). On monthly billings these hours must be marked as split rate time.

### 4) Independent Contractor Status

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Jackson, including but not limited

to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws; and

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

5) Indemnification and Insurance

Each party shall be responsible for the supervision and actions of the Administrative Assistant while the Administrative Assistant is scheduled with and performing Work for that party. Each party agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Contract.

The parties each agree that in order to protect itself as well as the other parties under the indemnity provision set forth above, they will at all times during the term of this contract keep in force:

a) General Liability Insurance Policy, with minimum limits of liability as follows:

1. \$3,000,000 Aggregate
2. \$3,000,000 Products and Completed Operations Aggregate
3. \$1,500,000 Personal Injury and Advertising Injury
4. \$1,500,000 Each Occurrence
5. \$ 100,000 Fire Damage Limit
6. \$

Excess umbrella liability coverage may be used to reach the minimum limits.

b) Contractor shall keep in place Workers' Compensation Insurance as required by law.

c) The parties hereby expressly state that they do not waive any limitations for claims set forth in Minn. Stat. Ch. 466.

6) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

Contractor agrees to abide by the applicable provisions of the Minnesota Data Practices Act in Minnesota Statutes Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy and/or confidentiality.

7) Records-Availability and Retention

Pursuant to Minn. Stat. 16C.05, subd. 5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8) Merger and Modification

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

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

c) This Agreement specifically supersedes and replaces the agreement between Jackson County Court Services and Family Services Network for professional services signed on February 13, 2024.

9) Default and Cancellation

a) If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

b) This Agreement may be cancelled with or without cause by either party upon thirty days' written notice.

10) Subcontracting and Assignment

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Neither party may assign, delegate or otherwise transfer this agreement or any of its rights or obligations hereunder without the prior written consent of the other parties.

11

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

12) Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

FAMILY SERVICES NETWORK

\_\_\_\_\_  
**Bonnie Traetow, FSN Director**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Kristi Meyeraan, Jackson County Attorney**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Robert Jirele, Court Services**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Jackson County Board Chair**

**Date:** \_\_\_\_\_





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

**Requested Board Date:** 12/03/2024

**Agenda Type:** Consent

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

**Department:** Administrator

**Presenter:** Ryan Krosch

**Recommendation:** Approve

**Item:** Statement of Work - Audit Services

**Board Action Request:**

Approve a statement of work for 2024 audit services with CliftonLarsonAllen LLP.

**Background & Comments:**

CliftonLarsonAllen LLP completes our annual audit and financial statement.

**Attachments:** Statement of Work

**Fiscal Impact:** \$73,500 (budgeted)

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

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



August 1, 2024

### ***Statement of Work - Audit Services***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated November 11, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Jackson County ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2024.

Douglas P. Host, CPA is responsible for the performance of the audit engagement.

#### **Scope of audit services**

We will audit the financial statements of the governmental activities each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Jackson County, and the related notes to the financial statements as of and for the year ended December 31, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management's discussion and analysis.
- Budgetary comparison schedules.
- GASB-required supplementary pension, OPEB, and infrastructure information under modified reporting.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

Schedule of expenditures of federal awards

Combining and individual fund statements and schedules

Schedule of intergovernmental revenues

The following supplementary information accompanying the financial statements will not be subjected to

the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Introductory section - organization schedule

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of schedule of expenditures of federal awards.
- Preparation of the adjusting journal entries.
- Preparation of the data collection form.

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit

requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk

of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the financial statements and that your annual report will be issued by September 30, 2025. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements,

including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition
- Completeness of fixed asset additions
- Lack of segregation of duties

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the

effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with

governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected



noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report

thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' reports thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to

review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

#### **Fees**

Our professional fee is \$73,500.00 (\$55,000 for the financial statement audit, \$6,000 for the single audit,

\$7,500 for drafting the financial statements and notes, \$1,500 for leases/SBITA and \$3,500 for the technology and support fee. The fee estimate above is based on auditing 1 federal program as a major program. If additional programs are required to be audited as major, the additional procedures will be billed at our standard hourly rates less a 15% discount. If accounting assistance or consulting services are requested, those additional procedures will also be billed at our standard hourly rates less a 15% discount. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Jackson County.

**CLA**

CliftonLarsonAllen LLP

*Douglas P. Host*

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Douglas P. Host, Principal

SIGNED 11/27/2024, 1:04:01 PM CST

**Client**

Jackson County

SIGN:

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Don Wachal, Board Chair

DATE:

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Jackson County

SIGN:

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Ryan Krosch, Administrator

DATE:

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**Request for Board Action**  
**Agenda Item No. 2.6.**

**Requested Board Date:** 12/03/2024

**Agenda Type:** Consent

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

**Department:** Public Works/Parks

**Presenter:** County Engineer

**Recommendation:** Approve

**Item:** Five-year bridge priority resolution

**Board Action Request:**

Approve and sign the five-year bridge plan resolution

**Background & Comments:**

Rules in Chapters 8810 and 8820 require resolutions from the County Board or City Council prioritizing bridges for replacement, major rehabilitation, or replacement and authorizing the MnDOT Commissioner to release funds from either the Town Bridge Account or the State Transportation Fund (state bridge funds). County board resolutions should include all priorities bridges owned by the county, townships, and non-state aid municipalities. State Aid maintains a statewide list of such bridges. This list is referred to as the "master bridge replacement priority list." The County is required to provide a five-year bridge priority resolution committing local bridges for replacement and rehabilitation to State Aid. The resolutions from the 87 counties is utilized to predict and secure funding for bridges.

A Local Planning Index (LPI) of 60 or less on a bridge is required for consideration for replacement.

**Attachments:** Bridge list with estimated replacement dates and funding splits

**Fiscal Impact:** Town Bridge, Local (Township and County), State Aid, Federal and Bridge Bonding 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](mailto:County.Administrator@co.jackson.mn.us)

## RESOLUTION 24-029

WHEREAS, Jackson County has determined that the following deficient bridges on the CSAH, County Road, and Township systems are a high priority and require replacement, rehabilitation, or removal within the next five (5) years, and;

Old Bridge Number	Road number and Name	Crossing	LPI	Total Project Cost	Township or State Bridge	Federal Funds	Local or State Aid	Proposed Const Year
88991*	CSAH 9	Little Sioux River	64	\$250,000	\$80,000		\$170,000	2025
88992	CSAH 9	Little Sioux River	38	\$286,000	\$114,400		\$171,600	
89264	CSAH 24	Unnamed Stream	45	\$500,000	\$150,000		\$350,000	
5937	CSAH 9	Jack Creek	49	\$760,000	\$220,000		\$540,000	2026
5938	CSAH 9	Unnamed Stream	57	\$350,000	\$150,000		\$200,000	
4196	CSAH 4	JD 6	46	\$199,000	\$79,600		\$119,400	2027
89256	CR 63	Jack Creek	57	\$700,000	\$520,000		\$180,000	
32503	CR 68	CD 117	56	\$700,000	\$520,000		\$180,000	2028
89250	CSAH 22	S FK Elm Creek	46	\$271,000	\$108,400		\$162,600	
L8960	400th Ave	Skunk Creek	52	\$670,000	\$650,000		\$20,000	
32508	CR 61	N BR Jack Creek	57	\$286,000	\$228,800		\$57,200	2029
89004	CSAH 23	Unnamed Stream	35	\$250,000	\$150,000		\$100,000	
89005	CSAH 23	Unnamed Stream	39	\$250,000	\$150,000		\$100,000	
89002	CSAH 23	Unnamed Stream	75	\$250,000	\$150,000		\$100,000	
89003	CSAH 23	Unnamed Stream	78	\$250,000	\$150,000		\$100,000	
L5234	360th Ave	JD #28	48	\$250,000	\$230,000		\$20,000	

\* Bridge replacement based upon sufficiency rating within sunset date

Bridges on County State Aid Highways

Bridges on County Roads

Bridges on Township Roads

WHEREAS, Local roads play an essential role in the overall state transportation network and local bridges are the critical component of the local road systems, and;



WHEREAS, State support for the replacement or rehabilitation of local bridges continues to be crucial to maintaining the integrity of the local road systems and is necessary for the County and townships to proceed with the replacement and rehabilitation of the high priority deficient bridges described above, and;

WHEREAS, Jackson County intends to proceed with replacement or rehabilitation of these bridges as soon as possible when State Transportation Bond Funds are available;

BE IT RESOLVED, that Jackson County commits the Engineer will proceed with the design, contract documents, and advertisement for these bridges immediately after being notified that funds are available in order to permit construction to take place.

### **CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF JACKSON

I do by certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the County Board of Jackson County at a duly authorized meeting held December 3rd, 2024.

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Don Wachal, Board Chair

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Ryan Krosch, County Administrator



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

**Requested Board Date:** 12/03/2024

**Agenda Type:** Regular

**Estimated Time:** 15 minutes

**Department:** Citizen/Stakeholder/Organization

**Presenter:** Nick Roirdan

**Recommendation:** Informational

**Item:** Jackson County Historical Society Funding Request

**Board Action Request:**

None

**Background & Comments:**

Representatives from the Jackson County Historical Society will be presenting their 2025 appropriation request and their funding request for the restoration of the Olson Cabin at the Fairgrounds.

**Attachments:** Request letter

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

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

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

**Jackson County Historical Society  
PO Box 238 - 307 North Highway 86  
Lakefield, MN 56150**

Ryan Krosch, County Administrator  
Jackson County Courthouse  
405 Fourth Street  
Jackson, MN 56143

Dear Administrator Krosch,

On behalf of the Jackson County Historical Society, I am submitting the 2025 budget as requested. For the 2025 year, the Jackson County Historical Society is requesting an appropriation of **\$56,000** from the county, an increase of \$5,000 from previous years.

A number of factors went into this request. First, following several years of remaining at the same level of funding, we believe the time is right to ask for an increase. After receiving a large donation from the Remick Foundation in 2021, we have been operating under planned yearly budget deficits as we judiciously spend down those funds. We have the new building open for visitors and have worked to increase our presence in the community through additional events.

Second, as the Jackson County Historical Society has taken over the care and maintenance of the Veterans Memorial in Lakefield, we did so without receiving additional funding to care for it. Additional funding from the county would help ensure this memorial continues to honor those who have made the ultimate sacrifice on behalf of our county and our country.

In addition to the yearly appropriation highlighted above, we are also requesting a one-time appropriation of **\$62,823.51** that would go toward restoration of the Olson Cabin located at the Jackson County Fairgrounds. Much-needed repairs to the cabin have been put off for too long, and we believe we need to take action on the building before it falls into a greater state of disrepair. We have applied for \$51,284.50 in grant funding from the Remick Foundation for this purpose; should that succeed, we can scale back our request to the remaining \$11,539.01.

We hope that you give this request due consideration, and we thank you for your continued support of the Jackson County Historical Society.

Sincerely,

Nick Riordan  
Museum Director, Jackson County Historical Society



**Request for Board Action**  
**Agenda Item No. 4.1.**

**Requested Board Date:** 12/03/2024

**Agenda Type:** Regular

**Estimated Time:** 2 min

**Department:** Sheriff/Emergency Mgmt

**Presenter:** Shawn Haken

**Recommendation:** Approve

**Item:** LumenServe Compliance & Monitoring Services Agreement

**Board Action Request:**

Approve LumenServe Compliance & Monitoring Services Agreement

**Background & Comments:**

The county owns the ARMER tower located at Public Works. LumenServe provides the required FAA monitoring and maintenance of the Lighting System at the top of the tower. This includes: 1) both remote monitoring and on-site visits, 2) warranty for all maintenance/repairs from outages caused by lighting system failure, equipment failure, and weather related failures including lightning, 3) upgrade to LED lights (current lights are 12 years old), 4) FAA Compliance and Reporting. This is a Restricted 911 Fund allowable expense under Category 4: PSAP Related Land Mobile Radio Equipment and Infrastructure 4.d Maintenance Agreements. Agreement fee is \$348/month and includes a promotional \$69 credit per month through 12/31/2025. This Agreement was reviewed by the County Attorney.

**Attachments:** LumenServe Compliance & Monitoring Services Quote

**Fiscal Impact:** \$348 per month; \$4,176 per year from 911 Restricted Account

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

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

## LumenServe<sup>SM</sup> Quote



Customer:  
 Jackson County, MN  
 Emergency Management  
 400 Sherman Street  
 Jackson County, MN 56143  
 Attention:  
 Gary Reif  
 Emergency Management Director  
 Jackson County, MN Emergency Management  
 (507) 847-4774  
 gary.reif@co.jackson.mn.us

Check Selected Service Type:	
<input checked="" type="checkbox"/>	- Tower Lighting as a Service*
<input type="checkbox"/>	- Tower Lighting as a Service* \$1 Buyout - Capital Lease <small>See (1) below</small>
<input type="checkbox"/>	- Purchase and Installation of LED Lighting System + Services
<input type="checkbox"/>	- Purchase of Equipment
<input type="checkbox"/>	- Other

Special Notes:
----------------

Quote Date: 11/18/2024  
 Quote Expiration: 12/31/2024  
 Initial Term: 60 Months

Site Name	ASR #	FAA Type	Tower Lighting as a Service*											
			LED System		Assurance Warranty		Compliance & Monitoring Services		FAA Req'd On-site Inspections		Data Plan		Total	
			NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo
Jackson, MN	1281290	E1	n/a	\$ 269.00	Service Included		n/a	\$ 69.00	Service Not Ordered		n/a	\$ 10.00	n/a	\$ 348.00

**2025 Compliance and Monitoring Promotion:**  
 Free Compliance and Monitoring until the end of 2025: Discount requires a signed standard agreement with customer. For each new tower site, customer will see a \$69.00 credit applied to their invoice for every invoice until 12/31/2025.

Sub-Total: n/a \$ 348.00

All Services Promotional Discount (3%): n/a n/a

TOTAL: n/a \$ 348.00

**Additional Terms (Check if Applicable):**

n/a	(1) TLaaS* \$1 Buyout - Capital Lease - Customer may purchase LED Lighting System for \$1 at the end of the Initial Term, thereupon, the Lighting System asset will become the property of the Customer and other ancillary Services may be renewed annually thereafter at Customer's option.
n/a	(2) Lighting System purchase and/or installation requires 50% payment upfront and the remaining balance upon shipment or installation completion as applicable.
n/a	(3) Shipping costs are not included above and will be invoiced to Customer.
✓	(4) Customer agrees to complete ACH Payment Form and make all payments using electronic ACH debit initiated monthly by LumenServe <sup>SM</sup> .

**Our Guarantee:**  
**LumenServe<sup>SM</sup> guarantees you up to five (5) years of flat rate pricing, plus full upfront transparency on the rates you will pay, for as long as you are a Customer.**

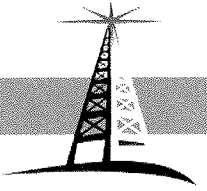
Upon execution by Customer and LumenServe<sup>SM</sup>, this Quote, along with the Standard Terms and Conditions, serve as a Master Agreement ("Agreement") between the parties. Additional Services under this Agreement may be procured via supplemental Quotes executed by both parties. All defined terms are utilized pursuant to the Agreement. At the end of the Initial Term, or any subsequent Renewal Term, the Customer and LumenServe<sup>SM</sup> may mutually agree to extend the Agreement for a one-year Renewal Term at a rate equal to the previous year's rate plus 4%. **Quote does not include any applicable sales taxes, which will be included on the invoice and be the responsibility of the Customer.** Payments by credit card will incur an additional 4% fee.

Signature Below or Valid PO Indicates Acceptance of Quote and Terms and Conditions
By:
Name: Gary Reif
Date:

Office Use Only LumenServe <sup>SM</sup> Approval
By:
Name:

**Our Value System**

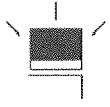
Customer Service Obsession ♦ Honesty & Integrity ♦ We Get Things Done  
 Efficiency Focused ♦ Grateful For Our Successes  
 4818 East Ben White Boulevard, #107, Austin, Texas 78741 ♦ P: 512.580.4600



**LUMENSERVE**<sup>SM</sup>  
We Give Tower Owners Peace of Mind

**Service Descriptions**

See Page 1 of Quote for Services Included with Your Order



**LED Lighting Systems**

LumenServe<sup>SM</sup> utilizes Dialight LED lighting systems across all tower types, unless otherwise noted in the Quote. Current specifications and data sheets are available at the links below:

LED Obstruction – Dual Red/White Medium Intensity – L-865/L-864 – Data Sheet

LED Obstruction – Red Medium / Low Intensity – L-864/L-810 – Data Sheet

LED Obstruction – High Intensity – L-856/L-864 – Data Sheet

LED Obstruction – Integrated Network, Embedded Monitoring (INEM) – Data Sheet

LED Obstruction – Accessories

Installation is performed using LumenServe<sup>SM</sup> Installation Guidelines and Methodology and is all inclusive of labor, mobilization, materials, expenses, and Equipment. There are no hidden costs in our Installation Services which includes the following:

- Engineering / FAA Filings
  - On-site walk
  - Lighting circular validation
  - Build package & diagram
  - FAA Form 7460 completion in coordination with Customer
- Decommission of Old Lighting System
  - Old Lighting Fixtures
  - Old Lighting Cable for Medium Intensity Systems
  - Old Lighting Equipment
- LED System (per specifications above)
  - Equipment – Controller, Beacons, L-810 Side Lights
  - Lighting cable
  - Mounts and brackets
  - Installation hardware and materials
  - Note that High Intensity LED systems assume reuse of Customer existing power cabling and conduit unless otherwise specified.
- Installation – Comprehensive installation on-ground and above-ground by OEM certified installers pursuant to LumenServe<sup>SM</sup> Safety Manual.
- Close Out Package
  - As-Built diagram
  - Photo documentation top-to-bottom



**Assurance Warranty,  
Maintenance and Repair**

**Service Descriptions**  
See Page 1 of Quote for Services  
Included with Your Order

The Assurance Warranty Service (“Assurance Warranty”) is provided to the Customer at LumenServe's cost and includes ongoing maintenance and repair of the Lighting System and associated Equipment (“Maintenance and Repair”) and all associated costs including, but not limited to, Equipment, materials, parts, tower climbing and other labor. This Assurance Warranty is incorporated into the Agreement, and all defined terms utilized are pursuant to the Agreement. The Assurance Warranty covers all required Maintenance and Repair resulting from outages caused by Lighting System failure, Equipment failure, weather related failures, lightning, and other causes of failure. The Assurance Warranty is not applicable to outages directly caused by the Customer, its contractors, or its tenants on the tower site that results in damage to the lighting system. Compliance & Monitoring Services, as detailed below, must be ordered by Customer, and provided by LumenServe<sup>SM</sup>, in parallel with the Assurance Warranty.

Workmanship/Safety – LumenServe<sup>SM</sup> will ensure that that all Service provided under this Assurance Warranty will be performed in accordance with workmanship standards prevalent in the industry, and all Equipment and parts thereof, utilized to provide such services, will meet all required industry and regulatory specifications. All labor pursuant to the current LumenServe<sup>SM</sup> Safety Manual.

During the Term of the Agreement, LumenServe<sup>SM</sup>, at its cost and expense, will (a) provide Customer the parts, materials and labor for the maintenance as specified herein; (b) ensure that the hardware and software operate substantially in accordance with the Equipment manufacturer’s specifications and those required by governing Federal, state and local authority; (c) install all necessary field change orders to ensure proper Equipment operation; (d) provide the full range of Maintenance and Repairs including, but not limited to, the following:

- Repair/ Maintenance/Replacement of Lighting System
  - Beacon(s) and L-810 side markers
  - Controllers/Power supplies
  - Other lighting system equipment
  - Cable, brackets, hardware
  - Shipping costs
- System Software / Firmware Updates
- RMA Management
  - RMA tracking
  - Shipping costs
- Project Tracking and Electronic Logbook
  - Installation
  - Maintenance and Repair
  - Equipment replacement
- Customer Reporting Includes
  - Repair/Maintenance logbook
  - RMA logbook



**Compliance & Monitoring**

**Service Descriptions**  
 See Page 1 of Quote for Services  
 Included with Your Order

LumenServe<sup>SM</sup> requires that its Compliance & Monitoring Services be provided as part of all TLaaS<sup>®</sup> Agreements as it is an integral part of the Assurance Warranty Service ensuring proper visibility, status notifications, alerts, and remote diagnostics of the Lighting System to LumenServe<sup>SM</sup>. Compliance & Monitoring Service includes the following:

- Monitoring of Lighting System
  - Proactive Monitoring of Lighting System
  - Polling Every 5 Minutes
  - 24/7/365 Monitoring
  - Remote Diagnostics
  - Daily Logs, 2+ Years Storage
- FAA Compliance & Reporting
  - FAA NOTAM Reporting
  - NOTAM Tracking
  - NOTAM Resolution
  - Lighting Circular Validation
- Customer Reporting
  - NOTAM reporting to Customer
  - Quarterly Daily Logs Report, provided quarterly
  - Notification of FAA rules changes
  - Compliance events
- Installation/Repair/Maintenance of Monitoring System
  - For Customers with TLaaS<sup>®</sup>, TLaaS<sup>®</sup> with \$1 Buyout, or Purchase & Installation of a Lighting System with Compliance & Monitoring Services, LumenServe will install the monitoring system Equipment. Repair and Maintenance of the Monitoring System is covered under the Assurance Warranty Service (detailed above) if included in the Services ordered by the Customer.



**FAA Required  
On-site Inspections**

LumenServe<sup>SM</sup> provides the full suite of the FAA required on-site inspection services. Services will be tailored for your specific FAA tower style and applicable FAA Circular revision for the subject site. Services include:

- Quarterly Lighting Inspections (QLI)
  - Quarterly Inspection



## Service Descriptions

See Page 1 of Quote for Services  
Included with Your Order

- Standards checklist
- System Health Test per OEM specifications including cycling between day, twilight and night mode as applicable
- QLI Report sent to Customer on a quarterly basis
- On-site Lighting System verification
- 7/8" Rule testing from ground
  
- Annual Paint Inspections
  - Annual Paint Test (Top Portion of Tower)
  - Documented in Log
  
- Biennial Lens Inspections
  - Biennial Lens Inspection by climb or drone
  - Biennial Lens Report with photo documentation



### Data Plan

The LumenServe<sup>SM</sup> Data Plan is a Machine to Machine (M2M) platform with options to use the best available signal from the three major carrier networks – AT&T, Verizon, and T-Mobile. The Data Plan includes:

- M2M Data Bandwidth
- Transmission Equipment
- Transmission Equipment installation
- SIM Card
- SIM Provisioning Setup and Testing
- Ancillary Antenna (If necessary, to optimize)

## Standard Terms and Conditions

These Standard Terms and Conditions together with the Quote, and any subsequent or amended Quotes, taken together, constitute a MASTER AGREEMENT ("Agreement") made and entered into as of the date set forth on such Quote ("Effective Date") between the Customer, whose name and place of business is indicated on the Quote in the Customer section ("Customer"), and LumenServe, Inc., having a principal place of business at 4818 East Ben White Blvd, Suite 107, Austin, Texas 78741 ("Company").

### Article 1 PRODUCTS AND SERVICES

- 1.1 **Products.** Tangible property, equipment, cabling, material, and software comprising one or more Lighting Systems installed by the Company and sold or leased to the Customer ("Products").
- 1.2 **Services.** Installation, assurance warranty, compliance, monitoring, and other services performed or provided by the Company for the Customer as described in Quote hereto ("Services").
- 1.3 **Lighting Systems and Sites.** The Quote provides a list of the installation sites and a description of the Lighting Systems ("Lighting Systems") and related Products and Services provided by the Company and the associated pricing and terms for each site.
- 1.4 **Ownership of Equipment.** Except for Products purchased by Customer as set forth in the Quote, (i) all Lighting Systems and associated Equipment (as defined in Section 4.2.1 below) will remain the sole property of the Company following installation, and the Customer will have no ownership interest in the Lighting Systems, (ii) the Company will be entitled to grant a security interest in the Lighting Systems and associated Equipment to any lender providing financing to the Company, and Customer will cooperate with the Company in perfecting any such security interest, and (iii) upon termination or expiration of this Agreement for any reason, the Company has the right to remove the Lighting Systems and associated Equipment from the tower sites.
- 1.5 **Power.** Unless otherwise provided in the Quote, the Customer is solely responsible for the provision of electric power to the tower site, and the Company is not responsible for any service outages resulting from an interruption in power supply.
- 1.6 **Damage and Repair.** The Company will repair any damage to any Lighting System leased to the Customer regardless of cause. The Customer will be responsible for any damage to the Lighting System caused by its actions or inactions and will promptly pay or reimburse the Company for any repairs necessitated by such damage. In the event of damage to the Lighting System by third parties, the Customer will cooperate with the Company in exercising any requests for reimbursement or legal remedies against such third parties if required.

### Article 2 SERVICES TERM AND TERMINATION

- 2.1 **Services Term.** This Agreement will commence on the Effective Date and will remain in full force for the period identified in the Quote from the date of installation (the "Initial Term") or until terminated as provided herein. In the event that a Quote covers more than one site, the Initial Term will be measured from the date of the last site installation. The Initial Term and any Renewal Term(s) may be referred to herein collectively as the "Term".
- 2.2 **Services Renewal.**
  - 2.2.1 **Automatic Extension.** The Term of this Agreement will be automatically extended for successive one-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least forty-five (45) days prior to the scheduled expiration of this Agreement.
  - 2.2.2 **Agreement Extension.** The Term of this Agreement may be extended for a period of more than one year upon mutual agreement of the parties.
- 2.3 **Early Termination of this Agreement.**
  - 2.3.1 **By the Company.** The Company may terminate this Agreement during its Term for cause if Customer fails to substantially comply with the terms of this Agreement after thirty (30) days prior written notice to Customer that describes the reason for termination and that is not cured to the Company's reasonable satisfaction within such 30-day period. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement for Customer non-payment by the stated

invoice due date, if payment from for all outstanding balances is not received within ten (10) days of written notice of termination for non-payment.

- 2.3.2 **By the Customer.** The Customer may terminate this Agreement during its Term for cause if the Company fails to substantially provide the Services as warranted and such failure is not cured to the reasonable satisfaction of the Customer within 60 days after written notice to the Company that describes such failure in reasonable detail. Customer may terminate this Agreement as to all or a portion of the Lighting Systems without cause upon not less than 60 days prior written notice, subject to payment of early termination charges as described in Section 2.4 below
- 2.4 **Early Termination Penalty.** In the event that, prior to the end of Term, the Company terminates this Agreement pursuant to Section 2.3.1 above, or the Customer terminates this Agreement without cause pursuant to Section 2.3.2 above, then Customer shall pay all reasonable expenses incurred by the Company in effecting termination of Services (including costs of removal of the affected Lighting Systems owned by the Company and any third-party termination charges) and shall also pay to the Company an early termination charge equal to the number of months remaining in the Term multiplied by the monthly Recurring Charges.
- 2.5 **Effects of Termination.** Upon any termination, the Company is expressly authorized to enter the premises of the Customer where any Lighting System or related Equipment owned by the Company is located and take possession of and remove such Lighting System and related Equipment. The Customer agrees to pay the Company the replacement value of such Lighting System or Equipment if Company is not permitted by Customer to recover Equipment in accordance with this Section 2.5.
- 2.6 **Survival.** In the event of any termination or expiration of this Agreement, Articles 7, 8, 9, 10, and 11 hereof shall survive and continue in effect.

### Article 3 FEES AND PAYMENT TERMS

- 3.1 **Payments.** All payments are in U.S. Dollars. The charges for the Products and/or Services under the Agreement are categorized as "Product Charges", "Recurring Charges" or "Non-Recurring Charges". The Company will invoice Customer monthly for Recurring Charges. The Company will invoice Customer for Non-Recurring Charges as they are incurred. Customer's first and last invoices may include prorated charges. For Services, the Company will invoice the Customer monthly in advance for Services being provided. Promotional pricing and terms or other pricing commitments contained in the Quote will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the Company's then-current standard pricing. For Products purchased by Customer, Customer agrees to pay an up-front Product Charge, if any, as stated in Quote and any remaining amounts as invoiced by the Company. Customer agrees to pay each invoice in full within 30 days of the invoice date.
- 3.2 **Late Payment Fees.** Any overdue payments will bear a "Late Payment Fee" of one and a half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower, from the original payment due date until paid in full. Customer is also responsible for all other costs and legal fees incurred in collecting unpaid amounts, unless otherwise ordered by a court in any action to collect those unpaid amounts. The Company reserves the right to assess a fee for any check returned for insufficient funds, which fee shall be the lesser of \$30 or the maximum rate allowed by law.
- 3.3 **Invoice Dispute.** To dispute the amount or accuracy of any invoice, Customer must notify the Company in writing no later than the due date of the invoice detailing the disputed charges. The Company will not issue a credit for any charges not disputed in writing prior to the invoice due date. Notwithstanding any provision to the contrary herein contained, no payment due under the Agreement, whether disputed or undisputed, is subject to withholding, reduction, set-off or adjustment by any nature by the Customer.
- 3.4 **Taxes and Fees.** The pricing terms set forth in Quote may not include all applicable federal, state and local taxes or regulatory fees, assessments and surcharges ("Taxes and Fees"), all of which are the responsibility of the Customer. Taxes and Fees are subject to change without notice during the Term of the Agreement. If Customer fails to pay any such Taxes and Fees

when due, the Company reserves the right to make such payments or like charges, together with all penalties and interest which may have been added because of Customer's delinquency or default, and Customer will promptly reimburse the Company for any amounts so paid.

- 3.5 **Additional Customer Responsibilities.** In addition to Customer's other responsibilities under the Agreement, Customer agrees that Customer and anyone using the Services will: (i) not resell the Services to any third party; (ii) comply with all federal, state, and local laws, rules, regulations, tariffs, and orders of courts of competent jurisdiction that apply to the Products, Services or this Agreement ("Applicable Laws"); (iii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to the computers, services or other equipment related to the Services; (iv) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through Customer's facilities, equipment or Service Address; and (v) authorize and identify to the Company in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including, all requests for moves, additions, deletions or changes to the Services).
- 3.6 **Lawful Payments.** It is understood and agreed that the payments to be made under this Agreement are payable only out of current designated and lawfully appropriated funds of the Customer.

#### Article 4

##### SERVICES TO BE PERFORMED BY THE COMPANY

- 4.1 **Service Period.** The Company will provide to Customer the Services identified in Quote during the Term or until such earlier date on which this Agreement is terminated in accordance with the termination provisions contained herein.
- 4.2 **Equipment.**
- 4.2.1 **Equipment.** "Equipment" means all the Lighting Systems, equipment, structures, enclosures, cabling, hardware and software owned by the Company to enable the provision of Services to the Customer.
- 4.2.2 **Technology.** To provide the Services, the Company reserves the right to select in its sole discretion the Equipment required to deliver the Services unless otherwise specified in the Quote. The Company also may change the manner in which the Services are provisioned at any time without notice, provided such change does not adversely affect the quality and/or functionality of the Services. The Company will replace at no charge to Customer any Equipment that does not perform to the specifications herein, unless the Company determines, in its sole discretion that the Equipment failure was a direct or indirect result from the Customer's acts or omissions.
- 4.2.3 **Use and Care.** Customer agrees to comply with all instructions and requirements regarding the use and/or care of the Equipment, and take reasonable measures to protect the Equipment at all times. Customer further agrees to pay the Company the replacement value of any Equipment that is lost, stolen or damaged as a result of the Customer's act or omission.
- 4.3 **License Grant.** Customer grants to the Company an exclusive, non-revocable license ("License") to use those parcels of real property at the Customer locations that the Company deems necessary to install, operate and maintain the Equipment in order to provide the Services. Equipment is limited to the equipment necessary to provide the Services to the Customer as specified in this Agreement and any Customer issued Purchase Orders. Notwithstanding any other provision of this Agreement, it is expressly understood that all rights granted to the Company under this License are continuous, ongoing and irrevocable for so long as Customer owns or leases such real property, but only to the extent permitted by law. The Company is authorized to use the Equipment and real property for any activity in connection with the provision of Services.
- 4.4 **Equipment Installation.** The Company may be required to install Equipment at the Customer's premises, which Equipment will remain the Company's sole property at all times and will not be considered Customer equipment except to the extent set forth in Quote or as otherwise agreed in writing between the parties. In the event any Equipment (or any portion thereof) is or becomes physically affixed or attached in any manner to real estate at the Customer premises, in no event will the Equipment be deemed to constitute a "fixture" of such real estate but rather will remain personal property at all times. At the request of the Company, the Customer will furnish a appropriate waiver with respect to the Equipment from any person claiming an interest in any personal or real property where the Equipment is located.
- 4.5 **Service Installation Date.** The "Service Installation Date" is the date that the Company first provides the Services to the Customer.
- 4.6 **Customer Acceptance.** The Customer acceptance date will be the Service Installation Date of the Services.

- 4.7 **Method of Performing Services.** The Company and its personnel will determine the method, details, and means of performing the work to be carried out for the Customer. The Customer shall have no right to, control the manner or determine the method of accomplishing such work. Customer may, however, require Company personnel to observe the security and safety policies of Customer.
- 4.8 **Change Orders.** To initiate a change order, a revised Quote shall be signed by the Customer in order to modify, reduce, or increase the Products and/or Services to be provided. The Customer will be responsible for the cost of moving any Equipment necessitated by any change order. All necessary and reasonable expenses related to the change order will be the responsibility of the Customer.
- 4.9 **Scheduling.** The Company will try to accommodate scheduling requests of the Customer to the extent possible.

#### Article 5

##### SERVICES CUSTOMER OBLIGATIONS

- 5.1 **Access to the Services.** Customer agrees to monitor the use of the Services to prevent inappropriate use, and to maintain and prevent unauthorized access to confidential information, including the confidentiality of any passwords and account information required for access to Services. Customer will promptly notify the Company of any unauthorized or inappropriate use of the Services or Equipment including breach of security, or other damage, loss or theft.
- 5.2 **Information Access.** Customer agrees to provide all information, access and support reasonably required for timely installation and proper use of the Services. Customer further agrees to assist the Company in securing all necessary licenses, permits, and consents for installation of Equipment as necessary to provide the Services. Customer is responsible for locating pre-existing facilities of other providers, such as utilities and underground facilities, including the cost for such location, in addition to those listed in the Quote.
- 5.3 **Lawful Use.** Customer agrees: (1) that Services may be used solely by those entities listed in the Quote as being eligible to participate with Customer in obtaining the Services; (2) not to provide the Services to non-eligible third parties whether by lease, rental, transfer, assignment, sale, sublicense, or any other means, including commercial time-sharing, rental, or service bureau use; (3) not to use the Services for any purpose that is unlawful or that is not contemplated or prohibited by this Agreement; and (4) to abide by all applicable local, state, laws and regulations, tariffs and orders of courts of competent jurisdiction that apply to the services.
- 5.4 **Alterations, Additions or Improvements.** Customer will not make any alterations, additions or improvements to the Equipment or remove Equipment from a service location without the Company's prior written consent. Customer shall not engage in any activity or construct any new structure which may interfere mechanically, electrically or operationally with the Equipment.

#### Article 6

##### PRODUCT SALES

- 6.1 **Product Delivery.** For Products sold to the Customer, the Company will deliver to Customer the Products and quantities as listed in the Quote. Upon delivery of the described Products to the Customer's location(s), Customer will bear solely the risk of loss regardless of any breach by the Company of any provisions hereof.
- 6.2 **Product Installation.** As provided in the Quote, the Company may provide for the installation of Products as required and will determine the method, details and means of performing the work to be carried out for Customer. Customer shall have no right to control the manner or determine the method of accomplishing such work. Customer may, however, require the Company's personnel to observe the security and safety policies of Customer. The Company will coordinate with the Customer to establish a reasonable installation plan. Installations done outside normal company hours may result in additional costs for the Customer.
- 6.3 **Use of Subcontractors.** Customer acknowledges that the Company may install the Products using subcontractors, and that the Company reserves the right to substitute such subcontractors with others, in its sole discretion.
- 6.4 **Product Installation Customer Obligations.** Customer agrees to provide, at no cost to the Company, a clean, dry, and temperature-controlled place for installing the Products, all-electrical outlets and power hookups, and any related facilities as specified by the Company. The Customer also agrees to pay for all extra or additional work performed and additional materials furnished in accordance with a change order.
- 6.5 **Return of Products Sold.** Return of Products sold to Customer is only allowable in accordance with the Product manufacturer's warranty provisions.

6.6 **Removal of Products.** If the Customer has failed to pay the agreed purchase for any Product and such payment is past due for 30 days or more after written notice to the Customer, the Customer will grant full access to the Company to remove such Products and take possession of all or part of such Products, and Customer will hold the Company harmless for taking such actions. Customer will be liable for the all cost associated with removal of the Products. Removal of the Products does not relieve Customer of its obligations under this Agreement.

**Article 7  
WARRANTIES**

- 7.1 **Product Warranties.** The Company represents and warrants Products sold to Customer solely in accordance with the Product manufacturer's warranty.
- 7.2 **Services Warranties.** The Company represents and warrants that its Lighting Systems are engineered and installed, and the Company's operations procedures are designed and implemented, to provide the Services in accordance with prevailing industry standards for similar services, and that the Company will make commercially reasonable efforts to provide the Services in conformance with such standards. This warranty will apply solely to access to the Services, and will not apply to any outage, loss or damage (1) caused by factors outside of the Company's reasonable control; (2) resulting from any action or omission of the Customer or any third party; (3) resulting from scheduled maintenance or required repairs; or (4) resulting from equipment or any other item not provided by the Company. Any liability on the part of the Company for a breach of this warranty is strictly limited by Article 10.
- 7.3 **Warranties Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, THE COMPANY PROVIDES PRODUCTS AND/OR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE PRODUCTS AND SERVICES IS AT ITS OWN RISK. THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE CORRECTED. THE PARTIES AGREE THAT ALL LIABILITY FOR A BREACH OF WARRANTY BY THE COMPANY IS STRICTLY LIMITED TO THOSE DESCRIBED IN THE PRODUCT MANUFACTURERS WARRANTY AND SECTION 10 BELOW. THE COMPANY DOES NOT REPRESENT THAT PRODUCTS AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES THESE CONTAIN.
- 7.4 **Customer Warranties.** Customer represents, covenants and warrants that (1) Customer is a fully constituted entity, agency, political subdivision, or public corporation of the state in which it is located; (2) this Agreement has been executed on behalf of Customer by persons who are duly authorized officers thereof; (3) this Agreement constitutes the legal, valid, and binding obligation of Customer enforceable in accordance with its terms; (4) Customer has complied with all public bidding, notice and hearing requirements where applicable, and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (5) Customer reasonably believes that funds can be obtained sufficient to make all payments during the Term; (6) the officer of Customer responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved.

**Article 8  
INTELLECTUAL PROPERTY RIGHTS**

8.1 **Confidentiality.** Each party shall maintain in strict confidence and shall use and disclose only as authorized by each party, all information of a competitively sensitive or proprietary nature that it receives in connection with the Agreement. Each party shall require its personnel to agree to do likewise. Each party shall take reasonable steps to identify any information of a competitively sensitive or proprietary nature, including by using

confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (1) information generally available to the public not due to the fault of the receiving party; (2) information released generally without restriction; (3) information independently developed or acquired; or (4) information approved for the use and disclosure without restriction. Notwithstanding the foregoing restrictions, Each party and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it or them to protect their interest in this Agreement, but in each case only after the other party has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

- 8.2 **The Company Prior Developed Materials.** The Customer acknowledges that the Products, Services and operations procedures may, in whole or in part, be created using the Company's prior acquired knowledge and expertise. This may include, but not be limited to, prior developed intellectual property including copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by the Company of which the Company will continue to own and have unrestricted right to continue to use.
- 8.3 **Ownership of Work Product.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Company or its personnel during the course of delivering Products and/or performing Services (collectively, the "Work Product") shall belong exclusively to the Company.
- 8.4 **Residual Rights of Personnel.** Notwithstanding anything to the contrary herein, The Company and its personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of the Customer and without any unauthorized use or disclosure of Work Product.

**Article 9  
HIRING OF THE COMPANY'S PERSONNEL**

9.1 **Hiring Company's Personnel.** The Customer acknowledges that the Company provides a valuable service by identifying and assigning personnel for the Customer's work. Customer further acknowledges that the Customer would receive substantial additional value, and the Company would be deprived of the benefits of its work force, if Customer were to hire, directly or through an agent, any of the Company's personnel. Without the prior written consent of the Company, the Customer shall not recruit or hire any personnel of the Company who are or have been assigned to perform work on behalf of the Customer.

**Article 10  
LIMITATIONS**

10.1 **Limitations.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO THE CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE AFFECTED SERVICES OR EQUIPMENT FOR THE PERIOD DURING WHICH THE ERROR, OMISSION, INTERRUPTION OR DEFECT OCCURED. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations listed in this Section fully apply only to the extent permitted by law. Except as expressly provided herein, in no event will the Company be liable for any consequential, punitive or other damages under the Agreement, it being agreed that the Company's liability will be limited to the amounts actually received by it under the Agreement.

- 10.2 Indemnification.** The Customer shall indemnify, defend, and hold harmless the Company, its parent, subsidiaries and affiliates, and the foregoing entities' respective officers, directors, employees, heirs, successors and assigns (collectively, the "Company Indemnified Parties") from and against all claims, actions, liabilities, losses, damages, costs, and expenses to the extent caused by or arising out of (1) the Customer's violation or infringement of the intellectual rights (including, but not limited to, patents, copyrights, trademarks, and trade secrets) of any third party; (2) the Customer's breach or violation of any Applicable Laws in connection with the performance or non-performance of its obligations under the Agreement; and/or (3) the negligence, gross negligence, or willful or intentional misconduct of the Customer (including, but not limited to, its employees, subcontractors, agents, and representatives) in the performance or non-performance of its obligations under the Agreement.
- 10.3 Binding Arbitration.** All controversies, disputes, or claims between the parties or any of their respective officers, directors, agents, employees and attorneys, arising from or relating to this Agreement shall on demand of either party be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim, which is not submitted or filed in such proceeding, shall be barred. The arbitration proceedings shall be conducted in Austin, Texas and conducted in accordance with the commercial arbitration rules of the AAA in effect on the date of this Agreement, except as modified by this Agreement. Three arbitrators shall be used. Each party shall have the right to select one arbitrator from a panel provided by the AAA and those two arbitrators will then select a third arbitrator, also from the AAA panel. The parties shall be entitled to limited discovery at the discretion of the arbitrators who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated, or class-wide basis. The arbitrators shall have the right to award the relief, as they deem proper, consistent with this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrators shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act. The provisions of this Section 10.3 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

#### Article 11 GENERAL PROVISIONS

- 11.1 Notices.** Any notices or other communications required or permitted under this Agreement shall be in writing and deemed to have been duly given and delivered when delivered in person, by electronic communication as long as this communication provides the required documentation with written signature, three (3) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service or by facsimile to the recipient at the following address or facsimile number, or to such other address or facsimile number as to which the other party subsequently shall have been notified in writing by such recipient:
- If to the Company:  
LumenServe, Inc.  
4818 East Ben White Blvd., Suite 107  
Austin, Texas 78741
- If to the Customer:  
Customer Name and Address in Quote
- 11.2 No Discrimination.** The Company agrees that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner prohibited by the laws of the United States.
- 11.3 Insurance.** To the extent that Company personnel install Equipment at the Customer's premises, Customer shall maintain "all risk" property insurance to include Fire, Theft, Vandalism, Windstorm, Hurricane and Hail, as well as comprehensive general liability insurance, including broad form property damage. Property limits should be equivalent to the value of the Equipment or as otherwise requested. Any loss or damage of the tower site not caused by the Company will not affect the Customer's obligations under the Agreement.
- 11.4 Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of the Services and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 11.5 Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.
- 11.6 Binding Agreement.** The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties.
- 11.7 Waiver.** Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.
- 11.8 Assignment.** Except as expressly provided herein, the rights, obligations and duties of the parties hereunder may not be assigned or delegated without the other party's prior written consent, except that the Company may assign this Agreement to an affiliate or to a successor to its business.
- 11.9 Conflicting Terms.** If there is a conflict among the terms in these Standard Terms and Conditions and Quote or any subsequent amended Quote, the terms of Quote or such subsequent amended Quote shall control.
- 11.10 Force Majeure.** The Company shall not be liable to Customer for any failure or delay caused by events beyond the Company's control, including, without limitation, the Customer's failure to furnish necessary information, acts of God, sabotage, failures or delays in transportation or communication, failures or substitutions of Products, labor disputes, accidents, shortages of labor, fuel, raw materials or Products, or technical failures.
- 11.11 Assumptions and Contingencies.** The Company is relieved of its obligation to provide the Products and/or Services if certain preconditions to installation which are outside the control of the Company do not occur. Examples of such preconditions include the issuance of all applicable permits and other regulatory approvals under terms and conditions acceptable to the Company, and the execution of any necessary contracts with third parties under terms and conditions acceptable to the Company. If such preconditions do not occur, the Company will either renegotiate in good faith with the Customer or offer to terminate this Agreement with no termination penalties for either party.
- 11.12 The Company's obligation to perform under this Agreement are based and contingent on the following pre-conditions list including, but not limited to:**
- Obtaining the necessary permits and licenses.
  - Acquiring the necessary ground rights and land contracts.
  - Obtaining required third party contracts.
  - Signing of all required consents of all governmental entities
  - Receipt of satisfactory credit check(s) regarding the Customer
- 11.13 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas.
- 11.14 Use of Customer's Name.** Upon receipt of Customer's prior approval (not to be unreasonably withheld), the Company may use Customer's name as a customer, including a general description of the services provided, in its proposals, quotes, client lists, case studies, and in other promotional information, including but not limited to press releases, white papers, brochures, reports, letters, and any electronic media including, but not limited to, e-mail or Web pages.
- 11.15 Captions and Section Headings.** The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.



**Request for Board Action**  
**Agenda Item No. 5.1.**

**Requested Board Date:** 12/03/2024

**Agenda Type:** Regular

**Estimated Time:** 5 min

**Department:** Land Mgmt/SWCD

**Presenter:** Val Cihak

**Recommendation:** Approve

**Item:** Katie Hansen Interior Design Business CUP

**Board Action Request:**

Approve Katie Hansen's after-the-fact CUP request for an interior design business in an existing shop building in the Ag District.

**Background & Comments:**

While this is an after-the-fact permit request, it is my opinion that the applicant did not intentionally attempt to avoid the permitting process and has been very prompt at taking the necessary steps to be in compliance.

The current space already meets all of the criteria outlined in the suggested conditions including parking, sewage disposal, and accessibility code.

**Attachments:** Staff Report

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

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

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

# Staff Report for Hansen Interior Design Conditional Use Permit

November 20<sup>th</sup>, 2024

Minnesota West Multipurpose Room; Jackson, MN

**Property Owner/Applicant:** Neil & Katie Hansen

**Property Location:** Pt W1/2 NW1/4, Section 16, Heron Lake Township

**Parcel Number:** 08.016.1050

**Property Address:** 85820 State Hwy 86; Lakefield, MN

**Request:** Katie Hansen has been operating an interior design business, Revive Interiors, out of a building in the City of Lakefield. The addition of a new shop building on their acreage outside of Lakefield presented an opportunity to move the business to a location that she owns. The studio space takes up approximately 30'x60' of the front of the farm shop. The permit request is technically an 'after-the-fact' request as the studio was near completion at the end of October. However, once Katie learned of this permit, she promptly filled out the necessary forms so that she could have the public hearing scheduled in November.

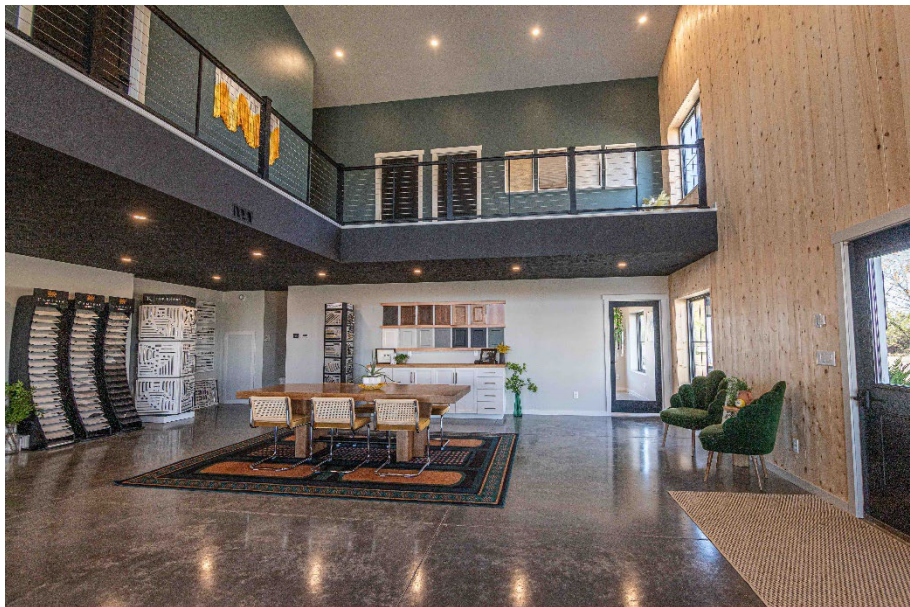
**Development Code Requirements:** 603.4 Agricultural Preservation; Conditional Uses – Businesses. Businesses are allowed uses in the Ag District, however they are not generally consistent with the district's particular zoning. A Conditional Use Permit for any business in the Agricultural District better protects the health, safety, and general welfare of people living and traveling within Jackson County.

**Possible Conditions for the Conditional Use Permit if granted:** (optional)

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 Watershed Conservation District, or Jackson County shall be secured and maintained.
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. The performance standards outlined in Jackson County's Development Code shall be complied with. In particular, but not limited to: Sections 704, Screening; 706, Glare; 707, Parking; 716, Sewage Disposal Standards; 726, Access Drives and Access
4. The site shall be developed according to the approved site plan.
5. The studio space shall be built in accordance with the Minnesota Accessibility Code.







**Request for Board Action**  
**Agenda Item No. 5.2.**

**Requested Board Date:** 12/03/2024

**Agenda Type:** Regular

**Estimated Time:** 5 min

**Department:** Land Mgmt/SWCD

**Presenter:** Val Cihak

**Recommendation:** Approve

**Item:** Kyle and Jodi Johnson Dog Boarding Business CUP

**Board Action Request:**

Approve a Conditional Use Permit request from Kyle and Jodi Johnson to operate a dog boarding business out of their existing garage on their acreage.

**Background & Comments:**

Since the State of MN does not regulate dog boarding facilities and Jackson County doesn't have a current definition of dog boarding facilities I've included two pieces of information.

(1) A definition of 'dog boarding facility' for this permit.

(2) The two subparts to the statute regarding Kennels from the State which give minimum requirements for how the facility is kept. One of the recommended conditions is for the permit holder to meet or exceed these regulations. This is included as a condition as it wouldn't otherwise be required.

**Attachments:** Staff Report and Dog Kennel Definition and Statute

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

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

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

## Staff Report for Johnson Dog Boarding Conditional Use Permit

November 20, 2024

Minnesota West Multipurpose Room; Jackson, MN

**Property Owner & Applicants:** Kyle & Jodi Johnson

**Property Location:** Pt SW1/4 SW1/4, Section 5; Rost Township

**Parcel Number:** 15.005.0910

**Property Address:** 81106 380<sup>th</sup> Ave; Okabena, MN

**Request:** Kyle and Jodi Johnson would like to operate a dog boarding facility out of their existing garage on their property. All 8 kennels will be approximately 5'x8'. The floor will have in-floor heat and the area will also be air conditioned. There will be approximately 10,000 square-feet of fenced area outside with part of it being split to separate dogs. Surfaces which require regular cleaning will be non-porous. Each kennel will have a camera so animals can be monitored when they are not in the building. They will have pick-up and drop-off hours established for their business so that traffic and noise (dog barking) associated with that activity can be regulated.

**Development Code Requirements:** 603.4 Agricultural Preservation; Conditional Uses – Dog Kennels. This facility is by Jackson County's definition, a "kennel", which is a structure in which dogs are kept. However, it is not a "kennel" by the State of Minnesota's definition: which is a kennel that accepts impounded, stray, abandoned or owner-surrendered cats or dogs. Kennels and breeders are required to have a license through the MN Board of Animal Health. Dog boarding facilities are not.

### **Possible Conditions for the Conditional Use Permit if granted:** (optional)

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 Watershed Conservation District, or Jackson County shall be secured and maintained.
2. Meets or exceeds requirements for kennels as established under MN Statute, 1721.0520 Subparts 5 & 6. (Kennel premises and facilities & Animal housing and confinement areas)

3. 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.
4. The performance standards outlined in Jackson County's Development Code shall be complied with. In particular, but not limited to: Sections 704, Screening; 706, Glare; 707, Parking; 716, Sewage Disposal Standards; 726, Access Drives and Access; 729, Sign Regulations.
5. The maximum number of kennels (individual holding areas kept or maintained for the care of animals by a person other than the owner) on this parcel (as described in the property description at the time of the permit approval) is 12 kennels.



Jackson County Kennel Definition: Any structure or premises on which four (4) or more dogs over four (4) months of age are kept for sale, breeding, profit, etc.

State of MN Kennel Definition; 347.31:"Kennel" means any place, building, tract of land, abode, or vehicle wherein or whereupon dogs or cats are kept, congregated, or confined, if the dogs or cats were obtained from municipalities, pounds, auctions, or by advertising for unwanted dogs or cats, or dogs or cats strayed, abandoned, or stolen.

Animal Boarding Facility Definition: (adapted from the City of St Paul) Animal boarding means and includes every place kept or maintained for the care and socializing of live dogs or cats for any amount of time by a person other than the owner of the live animal. An animal boarding facility may also offer animal daycare. Animal boarding does not include facilities that provide breeding of animals, selling of animals, or facilities whose primary source of revenue is licensed veterinarian services.

MN Statute: 1721.0520 KENNELS.

Subp. 5.

**Kennel premises and facilities.**

All licensed kennels must meet the following requirements.

- A. All housing facilities must be structurally sound and maintained in good repair.
- B. All animals must be housed in an indoor facility maintained at a temperature of not less than 50 degrees Fahrenheit. Animals may be provided temporary access to outdoor runs and exercise areas when appropriate for the species, breed, and weather conditions.
- C. All housing facilities must have at least eight hours of illumination, either natural or artificial, sufficient to permit routine inspection and cleaning.
- D. All housing facilities must be adequately ventilated. Drafts, odors, and moisture condensation must be minimized. Auxiliary ventilation, such as exhaust fans, vents, and air conditioning, must be used when the ambient temperature exceeds 85 degrees Fahrenheit at the floor level.
- E. Carcass and garbage disposal facilities must be provided and managed to minimize vermin infestation, odors, and disease hazards.
- F. Adequate storage and refrigeration must be provided and managed to protect food supplies against contamination and deterioration. Open bags of food must be stored in vermin-proof containers.
- G. The premises, housing facilities, exercise areas, and confinement areas must be cleaned and disinfected as often as necessary to maintain a clean and sanitary condition. Animal confinement areas must be cleaned at least once daily. Measures must be taken to protect animals from being splattered with water or feces and from exposure to harmful chemicals during cleaning. Bedding, if used, must be kept clean and dry. Outdoor runs and exercise areas must be kept clean and soiled base material must be replaced as necessary.

Subp. 6.

**Animal housing and confinement areas.**

- A. Confinement areas must be of sufficient size to allow each dog or cat to turn about fully and to stand, sit, and lie in a comfortable, normal position. The confinement area must be constructed so as to prevent injury to the dog or cat. Interior surfaces of indoor confinement areas must be constructed and maintained so that they are substantially impervious to moisture, provide for rapid drainage, and may be readily cleaned.
- B. Dogs or cats must not be confined by chains or by tethering.
- C. For animals housed in the same primary confinement area:
  - (1) dogs or cats must be maintained in a compatible group;
  - (2) puppies or kittens must not be housed with adult dogs or cats other than their dam;
  - (3) any dog or cat exhibiting a vicious disposition must be housed separately; and
  - (4) females in estrus must not be confined in the same confinement area with males.
- D. Dogs or cats with clinical signs of infectious, contagious, or communicable disease must be separated from other dogs or cats.



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

**Requested Board Date:** 12/03/2024

**Agenda Type:** Regular

**Estimated Time:** 5 minutes

**Department:** Administrator

**Presenter:** Ryan Krosch

**Recommendation:** Approve

**Item:** Local Sales and Use Tax Ordinance Public Hearing and Enactment

**Board Action Request:**

Approve an Ordinance Imposing a Local Sales and Use Tax.

**Background & Comments:**

Jackson County voters approved a 1% sales and use tax at the November 5th election. Revenue from the sales tax will be used to help pay for the the County's new law enforcement center and government center.

The remaining steps to implement the tax is for the Board to approve the sales tax by ordinance and then submit notice by Dec. 31 to the Minnesota Department of Revenue that a new sales tax has been approved. The Dept. of Revenue would then notify businesses of the tax that would start April 1, 2025.

**Attachments:** Ordinance, notice

**Fiscal Impact:** \$700,000 of sales tax revenue collected annually

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

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

**COUNTY OF JACKSON, STATE OF MINNEOSTA**

**ORDINANCE NO. 113**

**AN ORDINANCE IMPOSING A LOCAL SALES AND USE TAX**

Pursuant to Minnesota Statutes, Section 375.51, the Jackson County Board of Commissioners of the County of Jackson, Minnesota, ordains:

(a) *Authority.* Pursuant to Minnesota Session Laws 2023, Regular Session, Chapter 64, Article 10, Section 39 (the “Special Law”), the Minnesota Legislature has authorized the County of Jackson, Minnesota (the “County”), to impose a local sales and use tax to provide revenues to pay the costs of collecting and administering the tax to the Commissioner (defined below) and to finance up to \$39,000,000, plus an amount equal to interest and the costs of issuance of any bonds, for the payment of capital and administrative costs related to the funding of the Designated Projects (defined below).

(b) *Definitions.* For purposes of this Ordinance, the following words, terms, and phrases have the following meanings given them unless the language or context clearly indicates a different meaning is intended.

(1) Board of Commissioners. “Board of Commissioners” means the Jackson County Board of Commissioners of the County.

(2) County. “County” means the County of Jackson, Minnesota.

(3) Commissioner. “Commissioner” means the Commissioner of Revenue of the State of Minnesota or a person to whom the Commissioner of Revenue has delegated functions.

(4) Designated Projects. “Designated Projects” means the construction of a law enforcement center and government center in the County, as authorized by the Minnesota Legislature in the Special Law and approved by the voters at the November 5, 2024, referendum.

(5) Special Law. “Special Law” has the meaning set forth in paragraph (a) above.

(6) State Sales and Use Tax Laws and Rules. “State Sales and Use Tax Laws and Rules” means those provisions of the state revenue laws applicable to state sales and use tax imposition, administration, collection, and enforcement, including Minnesota Statutes, Chapters 270C, 289A, and 297A, and Minnesota Rules, Chapter 8130, as amended from time to time.

(c) *Local sales and use tax imposed; amount of tax; coordination with State Sales and Use Tax Laws and Rules.* A local sales tax is imposed in the amount of one percent (1.00%) on the gross receipts from sales at retail sourced within the jurisdictional limits of the County that are taxable under the State Sales and Use Tax Laws and Rules. A local use tax is imposed in the amount of one percent (1.00%) on the storage, use, distribution or consumption of goods or services sourced within the jurisdictional limits of the County that are taxable under the State Sales and Use Tax Laws and Rules. All of the provisions of the State Sales and Use Tax Laws and Rules apply to the local sales and use tax imposed by this Ordinance. The local sales and use tax imposed by this Ordinance shall be collected and remitted to the Commissioner on any sale or purchase when the state sales tax must be collected and remitted to the Commissioner under the State Sales and Use Tax Laws and Rules and is in addition to the state sales and use tax.

(d) *Effective date of tax; transitional sales.* Except as otherwise provided herein, the local sales and use tax imposed by this Ordinance shall apply to sales and purchases made on or after April 1, 2025. The local sales and use tax imposed by this Ordinance shall not apply to:



(1) The gross receipts from retail sales or leases of tangible personal property made pursuant to a bona fide written contract, which unconditionally vests the rights and obligations of the parties thereto, provided that such contract was enforceable prior to April 1, 2025, and that delivery of the tangible personal property subject thereto is made on or before April 1, 2025.

(2) The gross receipts from retail sales made pursuant to a bona fide lump sum or fixed price construction contract, which unconditionally vests the rights and obligations of the parties thereto and which does not make provision or allocation of future taxes, provided that such contract was enforceable prior to April 1, 2025, and that delivery of the tangible personal property used in performing such construction contract is made before October 1, 2025.

(3) The purchase of taxable services, including utility services, if the billing period includes charges for services furnished before and after April 1, 2025, but the local sales and use tax imposed by this Ordinance shall apply on the first billing period not including charges for services furnished before April 1, 2025.

(4) Lease payments for tangible personal property and motor vehicles that includes a period before and after April 1, 2025, but the local sales and use tax imposed by this Ordinance shall apply on a prorated basis to lease payment amounts attributable to that portion of the lease payment period on or after April 1, 2025 and on the entire lease payment for all lease payment periods thereafter.

(e) *Tax Clearance; Issuance of Licenses.* (1) The County may not issue or renew a license for the conduct of a trade or business within the County if the Commissioner notified the licensing division of the County that the applicant owes delinquent taxes of the County as provided in this Ordinance, or penalties or interest due on such County taxes. County taxes include sales and use taxes provided in this Ordinance. Penalties and interest are penalties and interest due on taxes included in this definition.

(2) Delinquent taxes does not include a tax liability if: (i) an administrative or court action which contests the amount or validity of the liability has been filed or served, (ii) the appeal period to contest the tax liability has not expired, or (iii) the applicant has entered into a payment agreement and is current with the payments.

(3) Applicant means an individual if the license is issued to or in the name of an individual or the corporation or partnership if the license is issued to or in the name of a corporation or partnership.

(4) A copy of the notice of delinquent taxes given to the licensing division of the County shall also be sent to the applicant taxpayer. In the case of renewal of a license, if the applicant requests in writing, within 30 days of receipt of the notice of hearing, then, a contested hearing shall be held under the same procedures as provided in Minn. Stat. 270A for the state sales and use tax imposed under Minnesota Statutes, Chapter 297A; provided further that if a hearing must be held on the state sales and use tax, hearings must be combined.

(f) *Deposit of revenues; costs of administration; termination of tax.*

(1) All of the revenues, interest, and penalties derived from the local sales and use tax imposed by this Ordinance collected by the Commissioner and remitted to the County shall be deposited by the County Auditor/Treasurer of the County in the County treasury and shall be credited to the fund established to pay the costs of collecting the local sales and use tax imposed by this Ordinance and to finance the capital and administrative costs directly related to completing the Designated Projects.

(2) The local sales and use tax imposed by this Ordinance shall terminate at the earlier of: (1) March 31, 2050, which is the date that is 25 years after the date the local sales and use tax is first imposed; or (2) when the Board of Commissioners determines that \$39,000,000, plus an amount equal to interest and the costs of issuance of any bonds has been received from the local sales and use tax imposed

by this Ordinance to pay for all the capital and administrative costs directly related to completing the Designated Projects. Any funds remaining after payment of all such costs and retirement or redemption of the bonds shall be placed in the general fund of the County. The local sales and use tax imposed by this Ordinance may terminate at an earlier time if the Board of Commissioners so determines by ordinance. In any event, the local sales and use tax imposed under this Ordinance may only terminate on the last day of a calendar quarter upon 90 days' notice to the Commissioner.

(g) *Agreement with the Commissioner.* The County may enter into an agreement with the Commissioner regarding each party's respective roles and responsibilities related to the imposition, administration, collection, enforcement, and termination of the local sales and use tax imposed by this Ordinance. Any such agreement shall not abrogate, alter, or otherwise conflict with the State Sales and Use Tax Laws and Rules, this ordinance, or the Special Law.

(h) *Summary publication.* The County shall publish in the County's official newspaper either the full text of the ordinance or, in lieu of publishing the entire ordinance, the following summary is approved by the Board of Commissioners and for publication in the County's official newspaper pursuant to Minnesota Statutes, Section 375.51, subdivision 3, and Section 331A.01, subdivision 10:

Pursuant to a voter-approved referendum, the County is authorized to and will impose a local sales and use tax of one percent (1.00%) on retail sales made after April 1, 2025, to be used to fund the costs of collecting and administering the tax and the finance the costs of certain Designated Projects related to the construction of a law enforcement center and government center in the County. A printed copy of the ordinance is available for inspection by any person during regular office hours at the office of the County Auditor/Treasurer.

EFFECTIVE DATE. This ordinance of the County of Jackson, Minnesota, shall be effective upon its approval and publication.

Duly passed and adopted by the Board of Commissioners on December 3, 2024.

Ayes:

Nays:

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Don Wachal, Chair of the County Board

ATTEST:

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Ryan Krosch  
County Administrator

COUNTY OF JACKSON,  
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING ON PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that the Jackson County Board of Commissioners, in and for the County of Jackson, Minnesota (the “County”), will conduct a public hearing to consider enactment of Ordinance Number 113 (An Ordinance Imposing a Local Sales and Use Tax) for the purpose of imposing a local sales and use tax to fund the costs of collecting and administering the tax and to finance the costs of the construction of a law enforcement center and government center in the County.

Notice is further given that the above hearing will be held on Tuesday, December 3, 2024, beginning at 4:30 p.m. or soon thereafter in the Commissioners Board Room of the Jackson County Courthouse, located at 405 Fourth Street, Jackson, MN 56143.

A copy of the proposed ordinance is available on the County’s website at [co.jackson.mn.us](http://co.jackson.mn.us) or upon request in the Office of the Jackson County Administrator, or by contacting the Jackson County Administrator at (507) 847-4182.

All interested persons are invited to attend said hearing or submit written testimony prior to the hearing date. Written testimony should be submitted to the Office of the Jackson County Administrator, Attention: Ryan Krosch, 405 Fourth Street, Jackson, MN 56143, no later than 3:30 p.m. on Monday, December 2, 2024.

Ryan Krosch  
Jackson County Administrator  
County of Jackson, Minnesota

Date: November 21, 2024



**Request for Board Action**  
**Agenda Item No. 7.1.**

**Requested Board Date:** 12/03/2024

**Agenda Type:** Regular

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

**Department:** Administrator

**Presenter:** Ryan Krosch

**Recommendation:** Approve

**Item:** Closed Session Under Minnesota Statute 13D.05 Subd. 3

**Board Action Request:**

Enter into a closed session under Minnesota Statute 13D.05 Subd. 3 to conduct the annual performance evaluation of County Administrator Ryan Krosch.

**Background & Comments:**

A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The Board will be conducting the annual performance evaluation of County Administrator Ryan Krosch.

**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](mailto:County.Administrator@co.jackson.mn.us)