



WHERE THE FOREST MEETS THE PRAIRIE

# Todd County

● MINNESOTA ● EST. 1855 ●

## BOARD OF COMMISSIONERS *Regular Board Meeting Agenda*

Tuesday, November 18, 2025

9:00 AM

*Meeting to be held in the County Board Room  
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

**MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)**

***Public Comment Period: 8:45 a.m.***

<b><i>Agenda Item #</i></b>		<b><i>Agenda Time:</i></b>
<b>1</b>	<b>Call to Order and Roll Call</b>	9:00
<b>2</b>	<b>Pledge of Allegiance</b>	9:01
<b>3</b>	<b>Amendments to the Agenda</b>	9:02
<b>4</b>	<b>Potential Consent Items</b>	9:03
4.1	Meeting Minutes - November 4th, 2025	
4.2	Gambling Permit - NWTF Central MN Gobblers Chapter 03/21/2026	
4.3	Resignation - Administrative Assistant II - Bilingual - Maria Vazquez Botello 11/04/2025	
<b>5</b>	<b>County Auditor-Treasurer</b>	9:05
5.1	Commissioner Warrants	
5.2	Health & Human Services Commissioner Warrants	
5.3	Health & Human Services SSIS Warrants	
<b>6</b>	<b>USDA Wildlife Services</b>	9:10
6.1	Work Initiation Document (WID) Agreement & WID Addendum	
<b>7</b>	<b>Ditch/Ag Inspector</b>	9:25
7.1	County Ag Inspector - 2026 County Agricultural Inspector Grant Contract	
7.2	Acknowledge Receipt of HHA application - County Ditch 33	
<b>8</b>	<b>Public Works</b>	9:30
8.1	Resolution of Support for LRIP Funding for the City of Clarissa	
8.2	Todd County State Aid Highway 5 Recommendation for Minnesota Local Road Improvement Program	
8.3	2030 Area Transportation Improvement Plan - CSAH 24 Nomination	
8.4	2026 Bridge Priority Replacement List	
8.5	Authorization to Purchase Used Fire Truck From the City of Clarissa	
8.6	Authorization to Purchase Truck	
8.7	Authorization to Purchase Mulcher Attachment for Skidloader	
8.8	2025 Budget Amendment Request (Capital Expenditure)	
<b>9</b>	<b>County Sheriff</b>	9:45
9.1	Accept the Impact Funds - Public Safety Grant	
<b>10</b>	<b>Planning &amp; Zoning</b>	9:50
10.1	Adoption of the Crow Wing River Implementation Memorandum of Agreement	
10.2	Sexton BBL Legacy Preliminary Plat	
10.3	November 2025 Planning Commission Information	
<b>11</b>	<b>Soil &amp; Water</b>	9:55
11.1	2026-2027 Feedlot Program Delegation Agreement	
<b>12</b>	<b>Health &amp; Human Services</b>	10:00
12.1	Rural MN CEP Employment Services update and contract renewal	
12.2	STEP Purchase of Service and Host County contract renewal	

*Commissioners may be in the Commissioner's Board Room prior to the board meeting proceedings.*  
*The County Board will open the meeting at the posted time and reserves the right to alter the agenda schedule for business needs.*



## BOARD OF COMMISSIONERS

### *Regular Board Meeting Agenda*

#### **Standing Reports**

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

#### **Adjourn**



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# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> (Check one):		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-01</b>
<b>Agenda Topic Title for Publication:</b>		<b>Meeting Minutes Approval - November 4<sup>th</sup>, 2025</b>
Date of Meeting: November 18 <sup>th</sup> , 2025	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Minutes for the following meetings are attached: November 4 <sup>th</sup> , 2025		
<b>Options:</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: To approve the Todd County Board of Commissioner's Meeting Minutes for November 4 <sup>th</sup> , 2025 as presented.		
<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<b>Auditor/Treasurer Archival Purposes Only:</b>		
<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
<b>Official Certification</b>		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



WHERE THE FOREST MEETS THE PRAIRIE

# Todd County

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*Minutes of the Meeting of the Todd County Board of Commissioners held on  
November 4<sup>th</sup>, 2025*

## **Call to Order**

The Todd County Board of Commissioners met in the Commissioner's Board Room in the City of Long Prairie, MN on the 4<sup>th</sup> day of November, 2025 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance. All Commissioners were present with Commissioner Becker absent.

## **Approval of Agenda**

On motion by Denny and second by Neumann, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented.

## **Consent Agenda**

On motion by Denny and second by Noska, the following motions were introduced and adopted by unanimous vote:

To approve the Todd County Board of Commissioner's Meeting Minutes for October 21<sup>st</sup>, 2025 as presented.

Accept the resignation of Deputy Tyler Winkles effective 10/24/2025.

Accept the resignation of Eric Dahl Seasonal Recreation Assistant effective 10/03/2025.

Accept the resignation of Lukas Duchene Seasonal Recreation Assistant effective 10/01/2025.

Accept the resignation of Emma Drum Seasonal Recreation Assistant effective 08/17/2025.

Hire Andrew Schultz full time Correctional Officer pay rate Grade 6/F Step C \$26.92 per hour start date 11/05/2025.

To approve the hire of Dominik Estrella Becerra to fill the open Administrative Assistant I position. Grade C/3, Step B, \$20.78. Start date: TBD

To approve the hire of Juan Vasquez Garcia to fill the open Resource Navigator/Interpreter position. Grade 5/E, Step A, \$23.58. Start date: TBD

## **Auditor-Treasurer**

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the October 2025 Auditor Warrants number (ACH) 905406 through 905512 in the amount of \$7,785,599.85 (Manual) 1133 through 1147 in the amount of \$710,776.95 and (Regular) 245227 through 245388 in the amount of \$2,050,247.61 for a total of \$10,546,624.41.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404156 through 404184 in the amount of \$13,830.17 and (Regular) 59319 through 59360 in the amount of \$40,085.54 for a total of \$53,915.71.

On motion by Denny and second by Noska, the following motion as introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 806992 through 807015 and (Regular) 713533 through 713569 for a total of \$34,044.00.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601843 through 601849 and (Regular) 518674 through 518689 for a total amount of \$42,536.41.





On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To approve the attached engagement letter with CliftonLarsonAllen LLP to provide auditing services to Todd County as specified for the years ended December 31, 2025, 2026 and 2027.

### **Public Works**

On motion by Becker and second by Denny, the following resolution was introduced and adopted by unanimous vote:

#### **FINAL PAYMENT AUTHORIZATION – 2025 GRAVEL SURFACING CONTRACT**

**WHEREAS**, the contract with Swenson Aggregate & Construction, LLC for a 2025 Gravel Surfacing Contract known as CP 25:71, CP 25:85, and CP 25:86 located on County Road 71, County Road 85 and County Road 86 in all things been completed, and;

**WHEREAS**, construction work on this contract was scheduled and completed in 2025 with the value of the total work certified being \$293,580.95, and;

**WHEREAS**, partial payments amounting to \$278,901.90 have been previously been made to the contractor as work progressed, and;

**WHEREAS**, it has been determined that \$14,679.05 still remains to be paid to Swenson Aggregate & Construction, LLC.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners does here accept said completed project for and in behalf of the County of Todd and authorizes final payment as specified.

### **MIS**

On motion by Denny and second by Neumann, the following motion was introduced and adopted by unanimous vote: Approve purchase of server through CDWG in the amount of \$17,321.00.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the purchase of a Quantum LTO 9 tape drive from Now Micro using HAVA grant funds.

### **Solid Waste**

On motion by Denny and second by Neumann, the following motion was introduced and adopted by unanimous vote: Authorize payment to Ideal Construction for the amount of \$5,430.00 for asphalt surfacing.

### **Administration**

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve the Organizational Chart change to update the County Recorder's and County Assessor's Organizational Charts to reflect that the Generalist position will be removed from the County Assessor's chart and will no longer be a shared position. The Generalist position will now be shown solely under the County Recorder's Office.

### **County Auditor-Treasurer's Report**

The County Auditor-Treasurer reported the summary of the tax settlement totals collected for 2025 and attended a regional MACATFO training last week.

### **County Coordinator's Report**

The County Coordinator reported attending childcare workgroup, wellness, leadership, AMC District 4, interviews, insurance, mediation and security workgroup meetings.

### **County Commissioner's Report**

The Commissioners reported on meetings and events attended.

Commissioner Denny has attended meetings including GRRL, Prairie Lakes and Mediation.

Commissioner Noska has attended regular meetings with mention that TWCC Director candidate interviews will commence soon.

Commissioner Byers attended TriCap, Personnel, Mediation and other regular meetings.

Commissioner Neumann attended the AMC District 4 meeting where the software woes of HHS remain a top priority for legislative support.

### **Recess**

On motion by Noska and second by Denny, the meeting was recessed until November 18, 2025.

#### **AUDITOR WARRANTS**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
BRAATEN AGGREGATE INC	\$ 3,420.00
CARD SERVICES COBORNS	\$ 3,370.95
CENTRAL APPLICATORS INC	\$ 2,206.01
DOUGLAS SWCD	\$ 73,098.43
FLOCK SAFETY	\$ 12,000.00
GREAT RIVER REGIONAL LIBRARY	\$ 86,976.25
HEALTH PARTNERS DENTAL	\$ 8,830.77
HY-TEC CONSTRUCTION	\$ 297,288.21
LONG PRAIRIE SANITATION INC	\$ 6,270.43
MORRISON COUNTY PLANNING AND ZONING	\$ 2,106.62
PATNODE/VIRGINIA	\$ 13,430.00
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 93,473.61
STEP	\$ 11,847.73
THIELEN/MARK AND LOU ANN	\$ 12,750.00
TODD CO AUD-TREAS	\$ 9,509.50
TRUENORTH STEEL INC	\$ 55,980.40
VEOLIA ENVIRONMENTAL SERVICES LLC	\$ 2,736.38
VERIZON	\$ 6,853.53
WIDSETH SMITH NOLTING INC	\$ 5,642.00
34 PAYMENTS LESS THAN 2000	\$ 21,204.83
ANOKA CO GOVERNMENT CENTER	\$ 8,375.00
BIG SWAN LAKE IMPROVEMENT ASSOCIATION	\$ 233,334.00
CENTRA CARE	\$ 12,714.58
COUNTIES PROVIDING TECHNOLOGY	\$ 9,051.00



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FARM-RITE EQUIPMENT, INC	\$ 4,835.36
FLEET SERVICES/WEX BANK	\$ 8,283.43
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
LANDWEHR CONSTRUCTION INC	\$ 489,618.49
MINNESOTA POWER	\$ 7,511.88
MN DEPT OF FINANCE	\$ 8,393.00
MORRISON COUNTY	\$ 22,307.90
MORRISON SWCD	\$ 3,097.57
OBERG FENCE CO INC	\$ 35,196.00
PETERS LAW OFFICE, P.A.	\$ 4,525.00
REGENTS OF THE UNIV OF MN	\$ 52,751.44
SIR LINES-A-LOT, LLC	\$ 9,660.74
TODD CO PLANNING & ZONING	\$ 2,461.25
VARNER/JOE	\$ 35,783.50
VERTEX UNMANNED SOLUTIONS, LLC	\$ 2,305.99
WATERGUARDS LLC	\$ 38,237.25
WEST CENTRAL REG JUVENILE CTR	\$ 16,304.00
45 PAYMENTS LESS THAN 2000	\$ 20,789.71
CIPALA/GREGORY	\$ 4,959.00
EBSO INC	\$ 318,001.00
GOLDEN SHOVEL AGENCY	\$ 6,654.00
JULIG/JAMES	\$ 13,304.20
KANATI LAND MANAGEMENT	\$ 2,312.50
MAYER/JEFFREY AND CAROL	\$ 3,718.86
MINNESOTA POWER	\$ 9,643.37
OFFICE OF MNIT SERVICES	\$ 6,693.25
PHILIP'S REPAIRABLES & COLLISION CENTER	\$ 28,382.47
WEST CENTRAL REG JUVENILE CTR	\$ 14,054.00
WILLIAMSON/THOMAS	\$ 15,000.00
ZANDER/JASON AND HEATHER	\$ 17,329.00
ZASTROW/MARK	\$ 7,420.00
38 PAYMENTS LESS THAN 2000	\$ 17,401.18
ARNZEN CONSTRUCTION INC	\$ 5,585.33
CENTERPOINT ENERGY	\$ 6,896.16
G S EQUIPMENT INC	\$ 6,000.00
LIBERTY TIRE SERVICES LLC	\$ 5,247.75
NORTHERN STAR COOP	\$ 2,734.02
STAPLES ADVANTAGE	\$ 2,761.20
TOWMASTER	\$ 162,151.00
31 PAYMENTS LESS THAN 2000	\$ 11,384.47
BIG SWAN LAKE IMPROVEMENT DIST.	\$ 4,758.95
CITY OF BERTHA	\$ 107,451.60
CITY OF BROWERVILLE	\$ 144,086.18
CITY OF BURTRUM	\$ 8,046.49
CITY OF CLARISSA	\$ 79,278.72
CITY OF EAGLE BEND	\$ 140,995.98
CITY OF GREY EAGLE	\$ 66,207.94



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CITY OF HEWITT	\$ 32,815.58
CITY OF LONG PRAIRIE	\$ 708,669.23
CITY OF OSAKIS	\$ 105,213.15
CITY OF STAPLES	\$ 430,225.93
CITY OF WEST UNION	\$ 3,618.57
REGION V DEVELOPMT COMMISSION	\$ 11,263.36
SAUK RIVER WATER SHED DISTRICT	\$ 51,898.63
SCHOOL DISTRICT 213	\$ 358,376.79
SCHOOL DISTRICT 2170	\$ 703,069.15
SCHOOL DISTRICT 2753	\$ 1,071,104.00
SCHOOL DISTRICT 486	\$ 245,622.49
SCHOOL DISTRICT 740	\$ 63,355.98
SCHOOL DISTRICT 743	\$ 679,334.77
SCHOOL DISTRICT 786	\$ 239,003.46
SCHOOL DISTRICT 787	\$ 622,935.82
SCHOOL DISTRICT 818	\$ 19,392.72
TOWN OF BARTLETT	\$ 23,090.68
TOWN OF BERTHA	\$ 31,151.45
TOWN OF BIRCHDALE	\$ 172,883.53
TOWN OF BRUCE	\$ 76,030.06
TOWN OF BURLEENE	\$ 21,432.22
TOWN OF BURNHAMVILLE	\$ 67,665.93
TOWN OF EAGLE VALLEY	\$ 33,760.26
TOWN OF FAWN LAKE	\$ 67,001.61
TOWN OF GERMANIA	\$ 22,778.93
TOWN OF GORDON	\$ 80,173.21
TOWN OF GREY EAGLE	\$ 93,486.62
TOWN OF HARTFORD	\$ 62,165.75
TOWN OF IONA	\$ 22,863.77
TOWN OF KANDOTA	\$ 46,628.88
TOWN OF LESLIE	\$ 68,358.32
TOWN OF LITTLE ELK	\$ 22,887.71
TOWN OF LITTLE SAUK	\$ 52,316.94
TOWN OF LONG PRAIRIE	\$ 62,588.55
TOWN OF MORAN	\$ 31,112.26
TOWN OF REYNOLDS	\$ 22,216.03
TOWN OF ROUND PRAIRIE	\$ 63,856.85
TOWN OF STAPLES	\$ 85,143.41
TOWN OF STOWE PRAIRIE	\$ 40,614.54
TOWN OF TURTLE CREEK	\$ 25,877.77
TOWN OF VILLARD	\$ 99,258.19
TOWN OF WARD	\$ 44,775.03
TOWN OF WEST UNION	\$ 22,979.72
TOWN OF WYKEHAM	\$ 43,255.32
8 PAYMENTS LESS THAN 2000	\$ 5,879.17
2 PAYEMENTS LESS THAN 2000	\$ 2,723.76
MN DEPT OF REVENUE	\$ 99,944.28



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US BANK-CC	\$	9,364.79
MN DEPT OF REVENUE	\$	2,734.00
MN DEPT OF REVENUE	\$	593,792.20
12 PAYMENTS LESS THAN 2000	\$	4,941.68
TOTAL:	\$	10,546,624.41

#### COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
COMMISSIONER OF TRANSPORTATION	\$ 8,448.33
LAKES AREA BLASTING	\$ 2,610.00
LITTLE FALLS MACHINE INC	\$ 2,757.75
LONG PRAIRIE LEADER	\$ 3,138.00
STANTEC CONSULTING SERVICES INC	\$ 3,032.28
TRISTAR POWER SOLUTIONS	\$ 2,076.50
WADENA ASPHALT CO	\$ 2,544.00
ZIEGLER INC	\$ 2,592.00
63 PAYMENTS LESS THAN 2000	\$ 26,716.85
Total:	\$ 53,915.71

#### HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
DHS - SWIFT	\$ 8,030.19
VENDOR #11481	\$ 2,146.30
49 PAYMENTS LESS THAN 2000	\$ 19,631.88
VENDOR #16352	\$ 2,000.00
9 PAYMENTS LESS THAN 2000	\$ 2,235.63
Total:	\$ 34,044.00

VENDOR NAME	AMOUNT
DHS - MSOP - MN SEX OFFENDER PROG - 462	\$ 6,360.00
GREATER MN FAMILY SRVS INC	\$ 4,262.45
MERIDIAN SERVICES INC	\$ 2,162.94
NORTHERN PINES MENTAL HLTH CTR INC	\$ 14,001.38
WEST CENTRAL REG JUVENILE CTR	\$ 10,198.00
18 PAYMENTS LESS THAN 2000	\$ 5,551.64
Total:	\$ 42,536.41



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# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-02</b>
<b>Agenda Topic Title for Publication:</b>		<b>Gambling Permit - NWTF Central MN Gobblers Chapter</b>
Date of Meeting: November 18 <sup>th</sup> , 2025	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
<b>Background:</b> Supporting Documentation enclosed <input type="checkbox"/>		
Application has been filed in the Auditor-Treasurer's Office.		
<b>Options:</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: To approve a gambling permit for the NWTF Central MN Gobblers Chapter to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address of 19281 Kotter Road, Clarissa, MN on March 21 <sup>st</sup> , 2026.		
<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Auditor/Treasurer Archival Purposes Only:</b>		
<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
<b>Official Certification</b>		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



## **GAMBLING PERMIT – NWTF CENTRAL MN GOBBLERS CHAPTER**

**WHEREAS**, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the NWTF Central MN Gobblers Chapter through this resolution;

**NOW, THEREFORE BE IT RESOLVED**, that the Todd County Board of Commissioners approve a Gambling Permit for the NWTF Central MN Gobblers Chapter to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address of 19281 Kotter Road, Clarissa, MN on March 21<sup>st</sup>, 2026.



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# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	<b>20251118-03</b>
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

<b>Agenda Topic Title for Publication:</b>	<b>Resignation - Administrative Assistant II - Bilingual - Maria Vazquez Botello</b>
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Date of Meeting: 11/18/2025	Agenda Time Requested: 5 min	<input checked="" type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Health & Human Services
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Person Presenting Topic at Meeting: Jackie Och (consent item)
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<b>Background:</b> Supporting Documentation enclosed <input type="checkbox"/>
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Maria Vazquez Botello has resigned from her position as Administrative Assistant II - Bilingual in the Community Health Unit, effective November 4 <sup>th</sup> , 2025.
--

<b>Options:</b>
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<b>1. Approve the resignation of Administrative Assistant II - Bilingual Maria Vazquez Botello, effective November 4<sup>th</sup>, 2025.</b>
--

<b>2. Not approve.</b>
------------------------

<b>Recommendation:</b>
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The Todd County Board of Commissioners approves the following by Motion:
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Approve the resignation of Administrative Assistant II - Bilingual Maria Vazquez Botello, effective November 4th, 2025.
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<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Funding Source(s): 21- Public Health</b>		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

<b>Official Certification</b>
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STATE OF MINNESOTA}
COUNTY OF TODD}
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal





WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

• MINNESOTA • EST. 1855 •

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-04</b>
<b>Agenda Topic Title for Publication:</b>		<b>Approve Commissioner Warrants</b>
Date of Meeting: November 18th, 2025		Agenda Time Requested: 2 minutes <input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Printout has been sent to the Commissioners and Warrants for Publication are attached.		
<b>Options:</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: To approve the Commissioner Warrants number (ACH) 404185 through 404212 in the amount of \$105,004.06 and (Regular) 59361 through 59398 in the amount of \$42,161.82 for a total of \$147,165.88.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

\*\*\*\* Todd County \*\*\*\*  
WARRANTS FOR PUBLICATION



Cutoff 2000  
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION  
Warrants Approved On 11/18/2025 For Payment 11/21/2025

<u>Vendor Name</u>	<u>Amount</u>
A.W. RESEARCH LABORATORIES, INC.	2,935.00
AMAZON CAPITAL SERVICES	12,243.53
LONG PRAIRIE LEADER	3,132.00
MCCC, MI33	2,771.40
METAL CULVERTS INC.	28,836.10
MINNESOTA POLLUTION CONTROL AGEN	25,942.25
NOW MICRO INC	6,300.00
ST CLOUD ACOUSTICS INC	4,500.00
TRUENORTH STEEL INC	41,130.80
ZIEGLER INC	3,895.78
56 Payments less than 2000	15,479.02
Final Total:	147,165.88



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

• MINNESOTA • EST. 1855 •

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-05</b>
<b>Agenda Topic Title for Publication:</b>		<b>Health &amp; Human Services Commissioner Warrants</b>
Date of Meeting: November 18 <sup>th</sup> , 2025	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
<b>Options:</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services Commissioner Warrants number (ACH) 807016 through 807066 and (Regular) 713570 through 713611 for a total of \$102,509.79.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

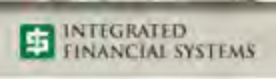
Seal



WARRANTS FOR PUBLICATION  
Warrants Approved On 11/18/2025 For Payment 11/21/2025

<u>Vendor Name</u>	<u>Amount</u>
DHS - SWIFT	32,455.46
RURAL MN CEP INC	24,843.49
TODD COUNTY ATTORNEY'S OFFICE	2,025.00
83      Payments less than 2000	38,460.73
Final Total:	97,784.68

\*\*\*\* Todd County \*\*\*\*  
WARRANTS FOR PUBLICATION



Cutoff 2000  
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION  
Warrants Approved On 11/18/2025 For Payment 11/21/2025

<u>Vendor Name</u>	<u>Amount</u>
PRAIRIE RIDGE INN	2,007.73
6 Payments less than 2000	2,717.38
Final Total:	4,725.11



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

• MINNESOTA • EST. 1855 •

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-06</b>
<b>Agenda Topic Title for Publication:</b>		<b>Health &amp; Human Services SSIS Warrants</b>
Date of Meeting: November 18 <sup>th</sup> , 2025	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
<b>Options:</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services SSIS Warrants number (ACH) 601850 through 601865 and (Regular) 518690 through 518714 for a total amount of \$108,406.55.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



## Warrants for Publication

**Payment Date:**

**11/21/2025**

**Approval Date:**

**11/18/2025**

**Vendor name or #**

**Amount**

# 17598	4411.88	Foster care provider
# 17950	3533.69	Foster care provider
HEARTLAND GIRLS RANCH	11139.23	
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	3480.05	
GUARDIANSHIP OPTIONS		
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	3844.62	
NORTH HOMES CHILDREN & FAMILY SRVS	29681.26	
# 15442	2365.92	Foster care provider
STEP	6673.12	
# 16359	2242.54	Foster care provider
VALLEY LAKE BOYS HOME INC	20336.00	
	<hr/>	
	\$20,698.24	31 Pymts less than \$2000
	<hr/>	
<b>Final Total</b>	<b>\$108,406.55</b>	



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-07</b>
<b>Agenda Topic Title for Publication:</b>		
Date of Meeting: 11/18/2025	Agenda Time Requested: 15 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: USDA Wildlife Services/Administration		
Person Presenting Topic at Meeting: Duane (Pete) Sahr/Jackie Bauer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
The Board is being asked to renew a Work Initiation Document (WID) allowing the USDA Wildlife Services to conduct beaver and wolf damage control operations and wolf research operations on county property and roadways. This WID would cover both beaver and dam removal work that the USDA does for Todd County as well as accessing Todd County property for the purpose of beaver or wolf management/research activities related to the work they do. The previous WID between the USDA Wildlife Services and Todd County has expired. Included in the Board Packet is the WID and WID Addendum. The WID Addendum is used to list additional components that would not fit on the WID. Once renewed the WID will be good for another 5 years.		
<b>Options:</b>		
1. Approve the renewal of the Work Initiation Document between USDA Wildlife Services and Todd County		
2. Do not approve renewal of the Work Initiation Document between USDA Wildlife Services and Todd County.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion:		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

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Seal

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER				2. STATUS <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/> NATIONAL WILDLIFE RESEARCH CENTER			
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) <input type="checkbox"/> PRIVATE PROPERTY <input checked="" type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT				3B. ASSIGN TO THESE SPECIAL GROUPS (1) (2) (3) (4)			
SECTION 2	4. COOPERATOR NAME (last, first, MI) Byers, Bob							
	5. COOPERATOR MAILING ADDRESS Todd County Board Chairmn, 215 1st Ave Suite 201, Long Prairie, MN 56347							
	6. COMMON NAME Todd County Wolf and Beaver				7. COOPERATOR TELEPHONE NUMBER (320) 874-1928			
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator)				9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER			
SECTION 3	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)							
	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s		13. TARGETED SPECIES	
	COUNTY	PROPERTY	LAND CLASS	ACRES				
	A. Todd		County	1,000	A.	A. Gray Wolf	F.	
	B.				B.	B. Coyote	G.	
	C.				C.	C. Beaver	H.	
	D.				D.		I.	
E.				E.		J.		
STATE MN	TOTAL ACRES		1,000	<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)				
SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):							
	A. Traps, Foothold				B. Snares, Neck		C. Ketamine (100 mg/ml)	
	D. Traps, Body Grip				E. Firearms		F. Xylazine (100 mg/ml)	
	<input checked="" type="checkbox"/> 16. There are additional methods (complete and attach WS Form 12 Addendum)							
SECTION 5	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS WS will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS WS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. As a Lessee, the Cooperator agrees that the lease is current and will remain so while APHIS WS conducts operational activities on the property, and will notify WS if the lease expires or is canceled. The Lessee agrees to notify the landowner about any methods or devices (components) in use by APHIS WS on the property.							
	18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.							
19. SPECIAL CONSIDERATIONS								
20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE Bob Byers, Todd County Board Chairman				20B. SIGNATURE		20C. DATE		
21A. APHIS REPRESENTATIVE NAME Duane P. Sahr, Assistant District Supervisor				21B. SIGNATURE DUANE SAHR <small>Digitally signed by DUANE SAHR Date: 2025.10.24 09:30:22 -05'00'</small>		21C. DATE 10/24/2025		
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER (218) 327-3350				21E. STATE OFFICE ADDRESS 644 Bayfield St., Suite 215, St. Paul, MN 55107				

## PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

### AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

### NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

### PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

### ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate in 7 U.S.C. 136(f, and i thru l), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

### EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

## **Instructions for Completing WS Form 12A, Work Initiation Document For Wildlife Damage Management**

**NOTE:** A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

**NOTE:** An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

### **SECTION 1 – Basic WID Identification and Type**

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.
2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).
3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

### **SECTION 2 – Cooperator Information**

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.
5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.
6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.
7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.
8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.
9. Enter the property owner's or property owner representative's telephone number including area code.
10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

### **SECTION 3 – Property Information, Location of Work, and Species Being Addressed**

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the "Acres" column.
12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.
13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.
14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

### **SECTION 4 – Component Use Information**

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).
16. If more than six methods are entered, mark this box and list the additional methods on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

### **Section 5 – Work Initiation Considerations, WS Responsibilities**

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

### **Section 6 – Work Initiation Considerations, Cooperator Responsibilities**

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.
19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.
- 20, 21. **Signatures/Dates** – To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

ADDENDUM TO A  
WORK INITIATION DOCUMENT

INSTRUCTIONS

1. In Items 1-3, enter the number of the Work Initiation Document for which this addendum is completed, as well as the agreement name and county located.
2. In Items 4-6, enter the Cooperator's name and telephone number, and the date the addendum is prepared.
3. In Items 7 and 8, enter the additional species that will be addressed and additional components to be used.
4. In Items 9 and 10, enter the Cooperator's and WS Employee's signatures and dates signed.
5. Attach to and distribute with the WS Form 12A or 12B work initiation document.

1. WORK INITIATION DOCUMENT NO.	2. AGREEMENT NAME Todd County Wolf and Beaver	3. COUNTY Todd
4. COOPERATOR NAME Byers, Bob	5. TELEPHONE NUMBER (320) 874-1928	6. DATE (MM DD YYYY) 10/24/2025

7. ADDITIONAL TARGETED SPECIES

K.	S.	AA.
L.	T.	BB.
M.	U.	CC.
N.	V.	DD.
O.	W.	EE.
P.	X.	FF.
Q.	Y.	GG.
R.	Z.	HH.

8. ADDITIONAL COMPONENTS TO BE USED

G. Unmanned Aerial Vehicle (UAV)	O.	W.
H. Monitoring Cameras	P.	X.
I. Explosives, 1.5 lb increment (all)	Q.	Y.
J. Hand Tools	R.	Z.
K. Drug Delivery Devices (other)	S.	AA.
L.	T.	BB.
M.	U.	CC.
N.	V.	DD.

9A. LANDOWNER, LESSEE, OR ADMINISTRATOR SIGNATURE	9B. DATE
10A. APHIS WS REPRESENTATIVE SIGNATURE <b>DUANE SAHR</b> Digitally signed by DUANE SAHR Date: 2025.10.24 09:32:47 -05'00'	10B. DATE 10/24/2025



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-08</b>
<b>Agenda Topic Title for Publication:</b>		<b>County Ag Inspector - 2026 County Agricultural Inspector Grant Contract</b>
Date of Meeting: November 18, 2025	Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CAI		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Attachment 1 - Grant Contract A Board Action was brought to the August 19 <sup>th</sup> Board Meeting to get permission for the County Ag Inspector to apply for the 2026 County Agricultural Inspector Grant. The Grant application was submitted to the MDA on September 2, 2025. The CAI was notified September 24, 2025 that Todd County has been awarded a \$10,300.00 grant. This grant money will be used for CAI wages, fuel reimbursement, general weed notice expenses and annual local weed inspector training expenses.		
<b>Options:</b>		
<b>Approve the CAI signing the MDA Grant</b>		
<b>Do Not Approve the CAI signing the MDA Grant</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: to accept the 2026 County Agricultural Inspector Grant from the MDA, and authorize the CAI to sign the Grant Award Contract for and on behalf of Todd County.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 10,300.00</b> <b>Funding Source(s):</b> General Fund	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	This is a reimburseable Grant, the General Fund will need to cover the expenses until the MDA completes the Grant disbursement.
Attorney Legal Review: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



## ENCUMBRANCE WORKSHEET

Mark this box if this is a RUSH

SWIFT CONTRACT NO: 279030

PO NO: 3000056560

Please, allow 4 - 6 weeks for the entire contract process (5 - 7 business days for FBD, or 2-3 business days for rush requests).

MDA PREPARER/CONTACT: Emilie Justen

ORG: 112

AGENCY: AGRICULTURE

B04

NEW CONTRACT/GRANT: New grant

AMENDMENT:

ROLL FORWARD:

DIVISION'S FINANCIAL ADVISOR: Seva  
Ekonomi

TYPE: Grant

ANNUAL PLAN LINE NUMBER:

FISCAL YEAR(S): 2026

TOTAL AMOUNT OF CONTRACT:  
\$10,300

SWIFT SUPPLIER NUMBER: 0000197346

CATEGORY CODE: 84101501

25K EVAL NEEDED: No

SWIFT SUPPLIER LOCATION: 11

ACCOUNT CODE: 441322

CONTRACT START DATE: 10/15/2025

SWIFT SUPPLIER ADDRESS:11

TOTAL EWS AMOUNT: \$10,300

CONTRACT END DATE: 9/30/2026

SIGNATURES NEEDED BY DATE:

LAWS OF: MN Statutes § Chapter 34, Article 1, Section 2, Subd. 2 (g)

## FUNDING STRING

## FUNDING STRING

FUNDING  
STRING

FISCAL YEAR: 2026

FISCAL YEAR:

FISCAL YEAR:

FUND: 1000

FUND:

FUND:

DEPT ID: B04312GI

DEPT ID:

DEPT ID:

APPROP ID: B042G08

APPROP ID:

APPROP ID:

PC BUS UNIT:

PC BUS UNIT:

PC BUS UNIT:

PROJECT ID:

PROJECT ID:

PROJECT ID:

ACTIVITY:

ACTIVITY:

ACTIVITY:

SOURCE:

SOURCE:

SOURCE:

AMOUNT: \$10,300

AMOUNT:

AMOUNT:

## FUNDING STRING

## FUNDING STRING

FUNDING  
STRING

FISCAL YEAR:

FISCAL YEAR:

FISCAL YEAR:

FUND:

FUND:

FUND:

DEPT ID:

DEPT ID:

DEPT ID:

APPROP ID:

APPROP ID:

APPROP ID:

PC BUS UNIT:

PC BUS UNIT:

PC BUS UNIT:

PROJECT ID:

PROJECT ID:

PROJECT ID:

ACTIVITY:

ACTIVITY:

ACTIVITY:

SOURCE:

SOURCE:

SOURCE:

AMOUNT:

AMOUNT:

AMOUNT:

CONTRACT NAME &amp; ADDRESS:

Todd County

(Must match SWIFT Supplier Location ID,  
as listed on the contract)

44 Riverside Dr.

Long Prairie, MN 56347

SUPPLIER REMITTANCE ADDRESS:

(Must match SWIFT Supplier Address ID)

NOTES: [FY27 to be pulled in to the PO in July of 2026]

DS

EJ





**STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT**

Swift Contract Number: [Swift Contract Number]

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Agriculture ("State") and Todd County of Minnesota ("Grantee").

**Recitals**

1. Under Minnesota Statutes 2025 Laws of Minnesota, Chapter 34, Article 1, Section 2, Subd. 2 (g), the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of duties to support the Noxious Weed Law.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

**Grant Contract Agreement**

Initial  
*kale*

**1 Term of Grant Contract Agreement**

- 1.1. Effective Date.** October, 15, 2025 or the date the State obtains all required signatures, whichever is later.
  - 1.1.1. Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
  - 1.1.2. Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.
- 1.2. Expiration Date.** September 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Specifications, Duties, and Scope of Work; Subcontracting and Subcontract Payment; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; Data Disclosure; Monitoring; Non-Discrimination Requirements.

**2 Specifications, Duties, and Scope of Work**

- 2.1.** Grantee will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work.
- 2.2.** Comply with required grants management policies and procedures set forth through Minnesota Statutes § 16B.97, Subd. 4(a)(1).
- 2.3.** Perform the duties and purchase and pay for goods and services for use in Minnesota as outlined in Specifications, Duties and Scope of Work (Exhibit A), which is attached and incorporated into this Grant Contract Agreement.
- 2.4.** Be responsible for the administration, supervision, management, record keeping, and program oversight required for the work and purchasing performed under this agreement.

- 2.5. Collect and maintain source documentation associated with expenses incurred. Upon request, submit this documentation and reimbursement request worksheets provided by the State that detail grant expenditures by the budget categories as outlined in the Budget (Exhibit B), which is attached and incorporated into this Grant Contract Agreement. Source documentation includes, but is not limited to receipts, canceled checks, paid bills, payrolls, time and attendance records, contracts, invoices, requests for bids or other procurement documents, and subaward documents.
- 2.6. Provide progress reports on forms provided by the State by Fall 2026.
- 2.7. Submit annual reports on forms prescribed by the State annually and no later than 60 calendar days after the expiration of this contract, September 30, 2026.
- 2.8. Wait for the written approval by the State's Authorized Representative before making any requested changes to the budget or scope of work. Submit written requests for changes to the Budget (Exhibit B) before shifting funds between budget categories by more than 25 percent.
- 2.9. Facilitate a grant review meeting or "monitoring visit" as requested by the State.
- 2.10. Post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.
- 2.11. Monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative throughout the performance period of this grant; and maintain and adequate conflict of interest policy. Conflicts of interest are described in Exhibit C, which is attached and incorporated into this Grant Contract Agreement.

### 3 Time

- 3.1. The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within section 2.0 "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

### 4 Consideration and Terms of Payment

- 4.1. The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:
- 4.2. **Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$10,300 which shall be paid in accordance with the terms outlined in Exhibit B Payment Schedule, which is attached and incorporated into this Grant Contract Agreement. Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified in Exhibits A and B and incorporated into the Grant Contract Agreement. The State, at its discretion, may hold back up to the final 25 percent of the grant award until all reporting requirements have been met and the final report has been received and accepted by the State's Authorized Representative.
- 4.3. **Administrative Costs.** Pursuant to [Minnesota Statutes § 16B.98, Subd. 1](#), the Grantee agrees any administrative costs are reasonable and necessary and assumes these costs as a condition of this Grant Contract Agreement.
- 4.4. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$1,400 for expenditures incurred

according to the breakdown of costs contained in the Budget (Exhibit B). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

**4.5. Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoiced expenses must occur after the contract effective date, and on or before the grant contract expiration date, September 30, 2026. Upon request, provide the State invoices containing itemized descriptions of their purchases and proofs of payment.

4.5.1. Invoices shall be itemized descriptions of purchases with receipts and proof of payment for expenditures. The Grantee may submit payment requests with the required expenditure documentation throughout the grant performance period.

4.5.2. All payment requests must be submitted no later than 45 calendar days after the expiration date of this Grant Contract Agreement, listed at paragraph 1.2. The Grantee must send invoices and supporting financial documentation, with progress reports and the final report, to the State's Authorized Representative and to [MDA.Accounts-Payable@state.mn.us](mailto:MDA.Accounts-Payable@state.mn.us). All reports prescribed by the State must be completed and meet with the approval of the State's Authorized Representative before a payment is made to the Grantee.

**4.6. Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

## 5 Conditions of Payment

**5.1.** All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee accepts full financial responsibility for any reimbursement of grant funds due to the State as a result of the Grantee's noncompliance.

## 6 Contracting and Bidding Requirements

- 6.1.** The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- 6.2.** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#) or [System for Award Management \(SAM.gov\)](#).
- 6.3.** The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

## 7 Authorized Representatives

**7.1.** The State's Authorized Representative is Emilie Justen, Noxious Weed Law, Training, and Grants Coordinator, [emilie.justen@state.mn.us](mailto:emilie.justen@state.mn.us), 625 Robert St. N, St. Paul, MN 55155, 651-201-6360, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the

services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 7.2.** The Grantee's Authorized Representative is Nancy Uhlenkamp, County Ag Inspector, 44 Riverside Dr., Long Prairie, MN 56347, nancy.uhlenkamp@co.todd.mn.us, 320-533-4651 or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the State.

## **8 Assignment, Amendments, Waiver, and Contract Complete**

- 8.1. Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2. Amendments.** Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.
- 8.3. Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.
- 8.4. Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

## **9 Subcontracting and Subcontract Payment**

- 9.1.** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 9.2.** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.3.** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 9.4.** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.5.** The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6.** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

## **10 Liability**

- 10.1.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed

to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

## 11 State Audits

- 11.1.** Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

## 12 Government Data Practices and Intellectual Property Rights

- 12.1. Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.
- 12.2.** If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 12.3. Intellectual Property Rights.**
- 12.3.1. Joint of Ownership of Intellectual Property Rights:** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this Grant Contract Agreement, except that the State's ownership interest in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.
- 12.3.2. Obligations:**
- A. Notification: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and contractors, in the performance of this grant contract

Grant Contract Agreement Template for Nongovernmental organization through formula or single sole source process FY24: Updated July 2023 5 agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

- B. Representation: The Grantee shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the claim. This remedy of the State shall be in addition to and not exclusive of other remedies provided by law.
- 12.3.3. **Uses of the Works and Documents:** The State and Grantee shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the Works, including Documents produced under this Grant Contract Agreement, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contractual agreement between the parties.
- 12.3.4. **Possession of Documents:** The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.
- 12.3.5. **Suitability:** The rights and duties of the State and the Grantee, provided for above, shall survive the expiration or cancellation of this Grant Contract Agreement.

### 13 Workers Compensation

- 13.1. The Grantee certifies that it is in compliance with [Minnesota Statutes § 176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 14 Governing Law, Jurisdiction, Venue

- 14.1.** Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 15 Termination

### 15.1. Termination by the State.

15.1.1. **Without Cause.** The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.1.2. **With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

- 15.2. Termination by the Commissioner of Administration.** The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

- 15.3. Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume. The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

## 16 Publicity and Endorsement

- 16.1. Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors or subrecipients. All projects primarily funded by state grant appropriations must publicly credit the State, including on the Grantee's website, when practicable.
- 16.2. Endorsement.** The Grantee must not claim that the State endorses its products or services.



## 17 Data Disclosure

- 17.1.** Under [Minnesota Statutes § 270C.65, Subd. 3](#), and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## 18 Monitoring

- 18.1.** The State shall be allowed at any time to conduct periodic site visits and inspections to ensure progress in accordance with this grant agreement. The State will conduct at least one monitoring visit on all state grants over \$25,000 and at least annual monitoring visits on grants over \$250,000. For this purpose, the Grantee must provide expense receipts, invoices, and any other documents requested by the State.

## 19 Non-Discrimination Requirements

- 19.1.** The Grantee will conduct grant activities in compliance with non-discrimination law(s) including the [Minnesota Human Rights Act \(Minnesota Statutes § 363A\)](#), and any other applicable non-discrimination law(s).
- 19.2.** The Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per [Minnesota Statutes § 363A.02](#). The Grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- 19.3.** The Grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. [Minnesota Rules, Part 5000.3500](#).
- 19.4.** The Grantee agrees to comply with the rules and relevant orders of the Minnesota Department Human Rights issued pursuant to the Minnesota Human Rights Act.



## **Exhibits**

### **Exhibit A: Specifications, Duties, and Scope of Work**

#### **Duties:**

1. Todd County will manage the county road right of way noxious weed spraying program.
2. Will plan and host annual local weed inspector training.
3. Will carry out weed inspections to identify lands that have noxious weed issues.
4. Will respond and document weed complaints.
5. Will attend MACAI quarterly meetings and MACAI short course.
6. Will publish general weed notice.
7. Will submit annual report to the MDA.

Exhibit B: Budget

Category	Amount	In-Kind
<b>Personnel</b> 212 hrs @\$39.22	\$8,308	
<b>Education and outreach materials</b> Annual LWI training General weed notice and road row spraying	\$160 \$432	
<b>Travel expenses</b> 2,000 miles x \$0.70/mile	\$1,400	
Total	\$10,300	

## **Exhibit C: Conflict of Interest Requirements**

Recipients of Minnesota Department of Agriculture grants are responsible for adopting local conflict of interest policies and procedures. As referenced in the Minnesota Department of Administration's Office Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it. (Office of Grants Management, Policy 08-01).

### **Actual Conflict of Interest:**

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses their position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member, or family member of the other party.

### **Potential Conflict of Interest:**

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

- For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.
- A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

### **Individual Conflict of Interest:**

A conflict of interest that may benefit an individual employee is any situation in which their judgment, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

- An employee uses their status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.

### **Organizational Conflict of Interest:**


A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties.
- A grantee, potential grantee, or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.
- Particular attention should be paid to any proposed Grant Contract agreement requirements that provide for the rendering of planning, consultation, evaluation, or similar activities that may inform decisions on future grant awards.

Signatures

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: Melissa Jackson  
Signature:   
Title: \_\_\_\_\_ Date: 11/5/2025  
SWIFT Contract No. 3000056560 279030

State Agency

With delegated authority

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Grantee

With delegated authority

Print Name: Nancy Uhlenkamp  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 2DADCC91-7407-4FD3-85C8-32DBF37F4C80

Subject: Please DocuSign RUSH:GRT-EJ-ToddCountyFY26Contract.pdf

Source Envelope:

Document Pages: 13

Certificate Pages: 2

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

NiCole Rawski

625 Robert Street North

Saint Paul, MN 55155

nicole.rawski@state.mn.us

IP Address: 156.98.51.15

## Record Tracking

Status: Original

11/5/2025 11:31:58 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: NiCole Rawski

nicole.rawski@state.mn.us

Pool: StateLocal

Pool: Department of Agriculture

Location: DocuSign

Location: Docusign

## Signer Events

Kaelene Arvidson-Hicks

kaelene.arvidsonhicks@state.mn.us

Grant Management Coordinator

Signing Group: Legal Review Team - Grant

Contracts

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Emilie Justen

Emilie.Justen@state.mn.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Melissa Jackson

melissa.jackson@state.mn.us

Contracts & Procurement Coordinator

Signing Group: SWIFT Contract Specialists

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Melissa Jackson

melissa.jackson@state.mn.us

Contracts & Procurement Coordinator

Signing Group: Agency Wide Purchasing

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

## Signature

Initial

Signature Adoption: Pre-selected Style

Using IP Address: 156.98.51.15

DS

Signature Adoption: Drawn on Device

Using IP Address: 156.98.51.15

**Completed**

Using IP Address: 156.98.51.15

DocuSigned by:  
  
932B981DA3914D9

Signature Adoption: Pre-selected Style

Using IP Address: 156.98.51.15

## Timestamp

Sent: 11/5/2025 11:42:26 AM

Viewed: 11/5/2025 1:00:16 PM

Signed: 11/5/2025 1:00:22 PM

Sent: 11/5/2025 1:00:24 PM

Viewed: 11/5/2025 1:00:54 PM

Signed: 11/5/2025 1:01:02 PM

Sent: 11/5/2025 1:01:04 PM

Viewed: 11/5/2025 1:14:34 PM

Signed: 11/5/2025 1:14:48 PM

Sent: 11/5/2025 1:14:50 PM

Viewed: 11/5/2025 3:36:17 PM

Signed: 11/5/2025 3:36:37 PM

Signer Events	Signature	Timestamp
Nancy Uhlenkamp nancy.uhlenkamp@co.todd.mn.us Todd County Ag Inspector Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 11/5/2025 3:36:39 PM Viewed: 11/6/2025 7:31:26 AM

Andrea Vaubel  
andrea.vaubel@state.mn.us  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2025 11:42:26 AM
Payment Events	Status	Timestamps



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

• MINNESOTA • EST. 1855 •

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-09</b>
<b>Agenda Topic Title for Publication:</b>		<b>Acknowledge Receipt of HHA application - County Ditch 33</b>
Date of Meeting: November 18, 2025	Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Attachment 1 - Hold Harmless Agreement Application		
Attachment 2 - Map		
<b>Options:</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Acting as Ditch Authority, acknowledge receipt of a HHA application from Cory Larson to maintain approximately 1,876 feet of County Ditch 33, on parcels 20-003300 & 20-0032900, located in Reynolds Township section 29.		
<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Auditor/Treasurer Archival Purposes Only:</b>		
<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
<b>Official Certification</b>		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal

# HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair

Whereas, Cory Larson requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. 33 that runs through his/her property at his/her own expense:

Legal description to read as follows:

Parcel number 20-0033000 / 20-0032900

20-0033000 - SE 1/4 SE 1/4 40 acres

20-0032900 - NE 1/4 SE 1/4 40 acres

Section 29 Township 129 Range 34

Proposed Project Description:

☒ Ditch Maintenance – length of ditch 1,876 ft

☐ Private crossing installation/replacement

Include map of project location and project plans

Maintain and clean CD33 to original width and depth.

Applicant will have one year from the date of this application approval to complete the proposed project.

Person/Contractor name doing work: \_\_\_\_\_

Address: \_\_\_\_\_

Contact phone #'s \_\_\_\_\_

Whereas, applicant is allowed to maintain the drainage ditch to the original width, depth, and grade. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Culverts can be replaced at the existing elevation. Spoil must be side cast and leveled. This work will be done at applicant's own expense.

Whereas, APPROVAL OF THIS HOLD HARMLESS AGREEMENT ONLY APPLIES TO THE COUNTY DITCH AUTHORITY (MN Rule Chapter 103E). Permits from local, state and federal agencies may be required. Before commencing work in or near wetlands, the application form for Water/Wetland Project must be filled out and mailed to the appropriate agencies; 1. Todd Soil, Water, Conservation, Development Division, 2. Army Corps of Engineers, 3. MN DNR Division of Waters, 4. Sauk River Water Shed District (if in dist.) 5. Board of Water Soil Resources.

Whereas, said applicant will not do any cleaning/repair of said ditch until approval is received from all agencies. Applicant will notify County Ditch Inspector the day work begins and the day work ends.

Whereas, the applicant and/or contractor agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the applicant, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the applicant or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

I do hereby agree to the above terms, I agree to hold the County harmless and indemnify it and follow all the rules and regulations.

Dated: 11-10-25

Applicant Signature: Cory Larson

Phone Number: 320-760-0061









WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-10</b>
<b>Agenda Topic Title for Publication:</b>		<b>Resolution of Support for LRIP Funding for the City of Clarissa</b>
Date of Meeting: 11/18/2025		Agenda Time Requested: 5 minutes <input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works & City of Clarissa (Moore Engineering)		
Person Presenting Topic at Meeting: Loren Fellbaum- County Engineer & Darin Fellbaum and Ryan Odden from Moore Engineering		
<b>Background:</b> Supporting Documentation enclosed <input type="checkbox"/>		
See attached resolution for background information.		
<b>Options:</b>		
#1 Approve attached resolution.		
#2 Do not approve attached resolution.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve attached Resolution of Support for Local Road Improvement Program Funding for the City of Clarissa.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 0.00</b> <b>Funding Source(s): N/A</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

## **Resolution of Support for Local Road Improvement Program Funding for the City of Clarissa**

**WHEREAS**, Minnesota Cities can apply for funding support for transportation infrastructure projects on City Streets as part of the Minnesota Department of Transportation's Local Road Improvement Program which has approximately \$47,000,000 in bond funds (with a cap of \$1,500,000 per project) available for constructing or reconstructing local roads in Fiscal Years 2026-2028, and;

**WHEREAS**, Local Road Improvement Program Funds can be used for reasonable elements associated with roadway construction activity and that all other costs associated with project development and delivery need to be funded by Local City Funds, and;

**WHEREAS**, funding may be requested for city projects that will reconstruct routes that have regional significance (Routes of Regional Significance Account), and;

**WHEREAS**, Cities are required to have a county sponsor in order to apply for funding and the City of Clarissa has requested Todd County sponsorship by Resolution 10202025, and;

**WHEREAS**, the City of Clarissa understands that it will be responsible for all costs not covered by LRIP including but not limited to consultant engineering, right of way acquisition, construction administration and inspection, utility construction, as well as construction costs above the LRIP grant selection amount, and;

**WHEREAS**, the City of Clarissa has agreed to maintain such improvements for the lifetime of the improvements, and;

**WHEREAS**, the City of Clarissa requests support for submitting the following project for State of Minnesota Local Road Improvement Program Funding as a Route of Regional Significance:

Bridge Street: from 340<sup>th</sup> Street/South City Limits to Pleasant Avenue, from Anne Avenue to Leslie Avenue, and  
From Mill Avenue to North City Limits

A Bituminous Reconditioning Project

**NOW, THEREFORE BE IT RESOLVED**, that the Todd County Board of Commissioners does hereby support the City of Clarissa in their Local Road Improvement Program Application and that Todd County agrees to act as the project sponsor for the project should the township be selected for LRIP funds, and that such sponsorship shall include the following responsibilities:

- #1 - Serve as the fiscal agent on behalf of the City of Clarissa
- #2 - Request a state aid project number for the project
- #3 - Ensure the project meets milestones and dates for scheduled completion
- #4 - Assist the City in execution of any grant agreement
- #5 - Assist in the development, review and approval of the construction plan
- #6 - Ensure that required environmental documents and permits are received, and requirements are followed
- #7 - Submit plan, engineers estimate, and proposal to the District State Aid Engineer
- #8 - Advertise/let/award the project in accordance with state aid procedures
- #9 - Submit the State Aid Pay Requests and project grant progress reports to the District State Aid Engineer
- #10 - Communicate progress and updates with the District State Aid Engineer



- #11 - Ensure that the project receives adequate supervision and inspection to ensure that project is completed in conformance with approved plans and specifications
- #12 - Assist with project close out and final contract documents
- #13 - Retain project documents in accordance with document retention schedule

**RESOLUTION NO. 10202025**

**STATE OF MINNESOTA  
COUNTY OF TODD  
CITY OF CLARISSA**

**SUPPORTING PURSUIT OF 2025 LOCAL ROAD IMPROVEMENT PROGRAM  
FUNDING FROM MnDOT FOR THE REHABILITATION OF BRIDGE STREET**

**WHEREAS**, Bridge Street is a route of regional significance with respect to economic development; and

**WHEREAS**, Bridge Street provides a direct connection to Minnesota Trunk Highway 71 and County State Aid Highway 20; and

**WHEREAS**, Bridge Street is an important Farm-to-Market roadway that is regularly used to access the Pro-Ag Farmers' Cooperative; and

**WHEREAS**, the proposed rehabilitation of Bridge Street will provide a connection that is safe for all users, has a reliable state of repair, and offers a predictable connection consistent with the traffic it serves and connection it provides; and

**WHEREAS**, the Local Road Improvement Program (LRIP) requires a City, such as Clarissa, that is not a State Aid Township/City, to have a County Sponsor and the support of the County Board; and

**WHEREAS**, the proposed year for said improvements to Bridge Street is 2026.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF CLARISSA AS FOLLOWS:**

1. The City Council hereby supports the construction and upgrade of Bridge Street; and
2. The City Council hereby supports the City's pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application; and
3. The City Council hereby seeks the support by resolution of Todd County to act as Sponsor for the City of Clarissa's Local Road Improvement Program funding application and the associated project development for the construction of Bridge Street and furthermore the City Council hereby provides assurance that the City of Clarissa will pay all ineligible costs associated with the project and that the City Staff will ensure that all aspects of LRIP funding requirements are met and the project's schedule is adhered to.

ADOPTED BY THE CITY COUNCIL OF CLARISSA, MINNESOTA, THIS  
20<sup>th</sup> DAY OF OCTOBER 2025.


Dated: 10/20/25



Brent Line, Mayor

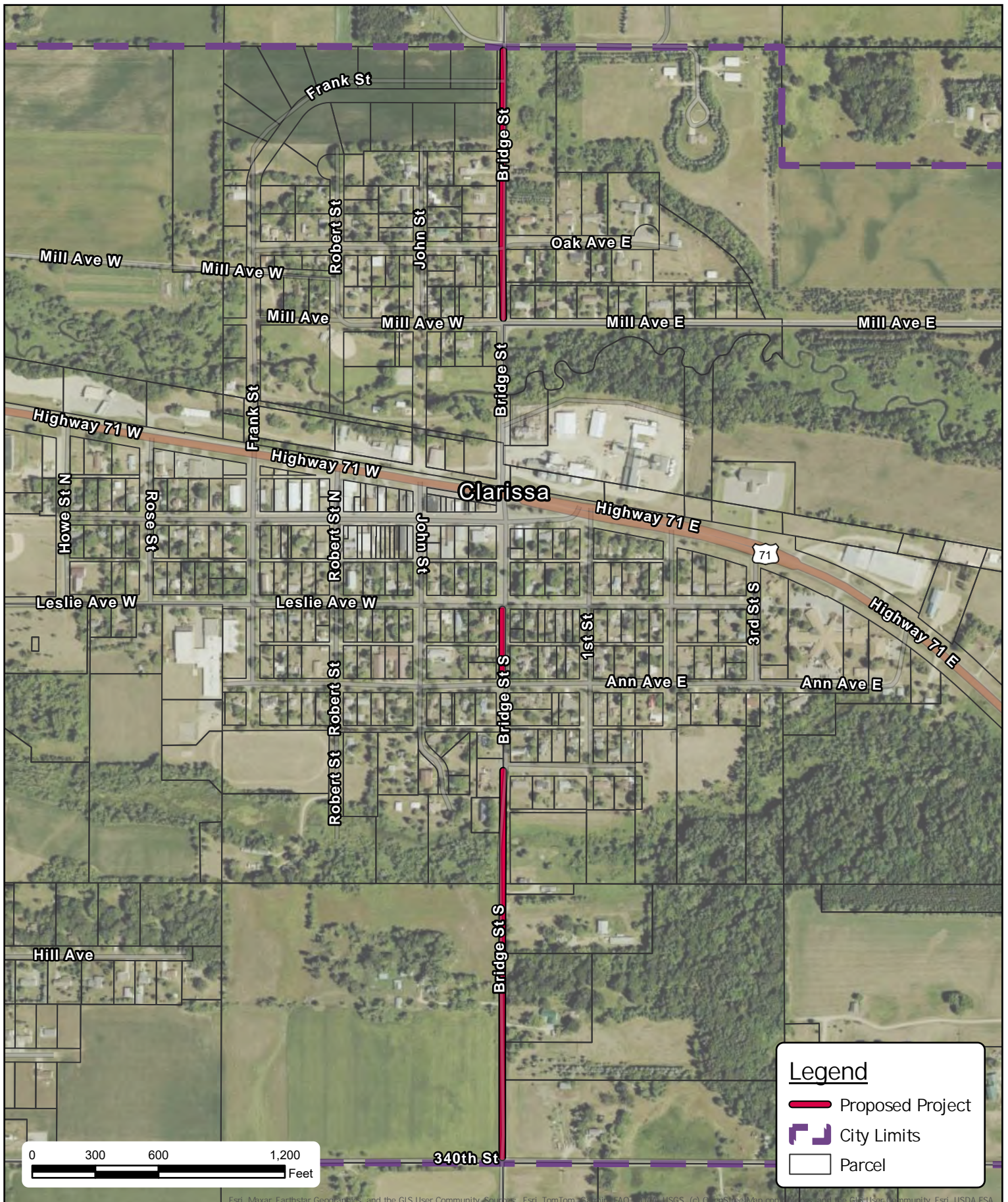
Karin Nauber Acting Mayor

ATTEST:



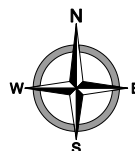
Jill Stallberger, City Administrator





## BRIDGE STREET - PROPOSED IMPROVEMENTS CLARISSA, MINNESOTA

Created By: KMV Date Created: 09/29/25 Date Saved: 09/29/25 Date Exported: 09/29/25  
 Plotted By: kyle.volk Parcel Date: 2025 Aerial Image: ESRI BASEMAP Elevation Data: N/A  
 Horizontal Datum: NAD 1983 HARN Adj MN Todd Feet Vertical Datum: NAVD1988  
 T:\BaseData\MN\City\Clarissa\10\_ArcPro\Clarissa\_LRIP\_Exhibit\Clarissa\_LRIP\_Exhibit.aprx



**moore**  
engineering, inc.

51 of 236



**North End Looking South**



**South End Looking North**







WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> <i>(Check one):</i>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-11</b>
<b>Agenda Topic Title for Publication:</b>		<b>Todd County State Aid Highway 5 Recommendation for Minnesota Local Road Improvement Program</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
<b>Background:</b> <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/>		
See attached resolution for background information.		
<b>Options:</b>		
#1 Approve attached resolution.		
#2 Do not approve attached resolution.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve attached resolution of the Todd County State Aid Highway 5 Recommendation for Minnesota Local Road Improvement Program.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 0.00</b> <b>Funding Source(s):</b> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

## **Todd County State Aid Highway 5 Recommendation for Minnesota Local Road Improvement Program**

**WHEREAS**, Minnesota Counties can apply for funding support for transportation infrastructure projects on local roads as part of the Minnesota Department of Transportation's Local Road Improvement Program which has approximately \$47,000,000 in bond funds (with a cap of \$1,500,000 per project) available for constructing or reconstructing local roads in Fiscal Years 2026-2028, and;

**WHEREAS**, Local Road Improvement Program Funds can be used for reasonable elements associated with roadway construction activity and that all other costs associated with project development and delivery need to be funded by either a combination of State Aid Highway Funds or Local County Levy Funds, and;

**WHEREAS**, funding may be requested for projects that will reduce traffic crashes on rural County State Aid Highways and County Roads (Rural Road Safety Account), reconstruct routes that have regional significance (Routes of Regional Significance Account), or for the local share of a trunk highway project (Trunk Highway Corridor Account), and;

**WHEREAS**, County State Aid Highway 5 is considered a regionally significant route because it not only provides an alternate connection route between the communities of Browerville and Long Prairie but also provides direct connection to various large rural farming operations and the Todd County Demolition Landfill, and:

**WHEREAS**, the Todd County Public Works Department recommends that the following project be submitted for State of Minnesota Local Road Improvement Program Funding in Fiscal Year 2027 as a Route of Regional Significance:

Todd County State Aid Highway 5 from 6<sup>th</sup> Avenue in Long Prairie to County State Aid Highway 14

A Bituminous Reclamation and Resurfacing Project with Centerline Pipe Replacements & Aggregate Shouldering  
and;

**WHEREAS**, this project is listed on the Todd County Public Works Department Proposed Five Year Construction Plan and funding through the Local Road Improvement Program will help address existing roadway deficiencies such as by replacing the deteriorated pavement surface, replacing deficient centerline culverts and upgrading adjacent low shoulders.

**NOW, THEREFORE BE IT RESOLVED**, that the Todd County Board of Commissioners does hereby support the recommendation of the Todd County Public Works Department for submitting a State of Minnesota Local Road Improvement Program Funding Application of \$1,300,000 (50% Share) for a Fiscal Year 2027 Construction Project located County State Aid Highway 5 on from 6<sup>th</sup> Avenue in Long Prairie to County State Aid Highway 14.

**BE IT FURTHER RESOLVED**, that the Todd County Board of Commissioners does hereby agree to pay all additional costs associated with the County Road 5 Project that are beyond the Local Road Improvement Program Grant and agrees to maintain all construction improvements made on County State Aid Highway 5 that are funded by the Local Road Improvement Program.



WHERE THE FOREST MEETS THE PRAIRIE

# Todd County

● MINNESOTA ● EST. 1855 ●

TODD COUNTY PUBLIC WORKS

44 Riverside Drive

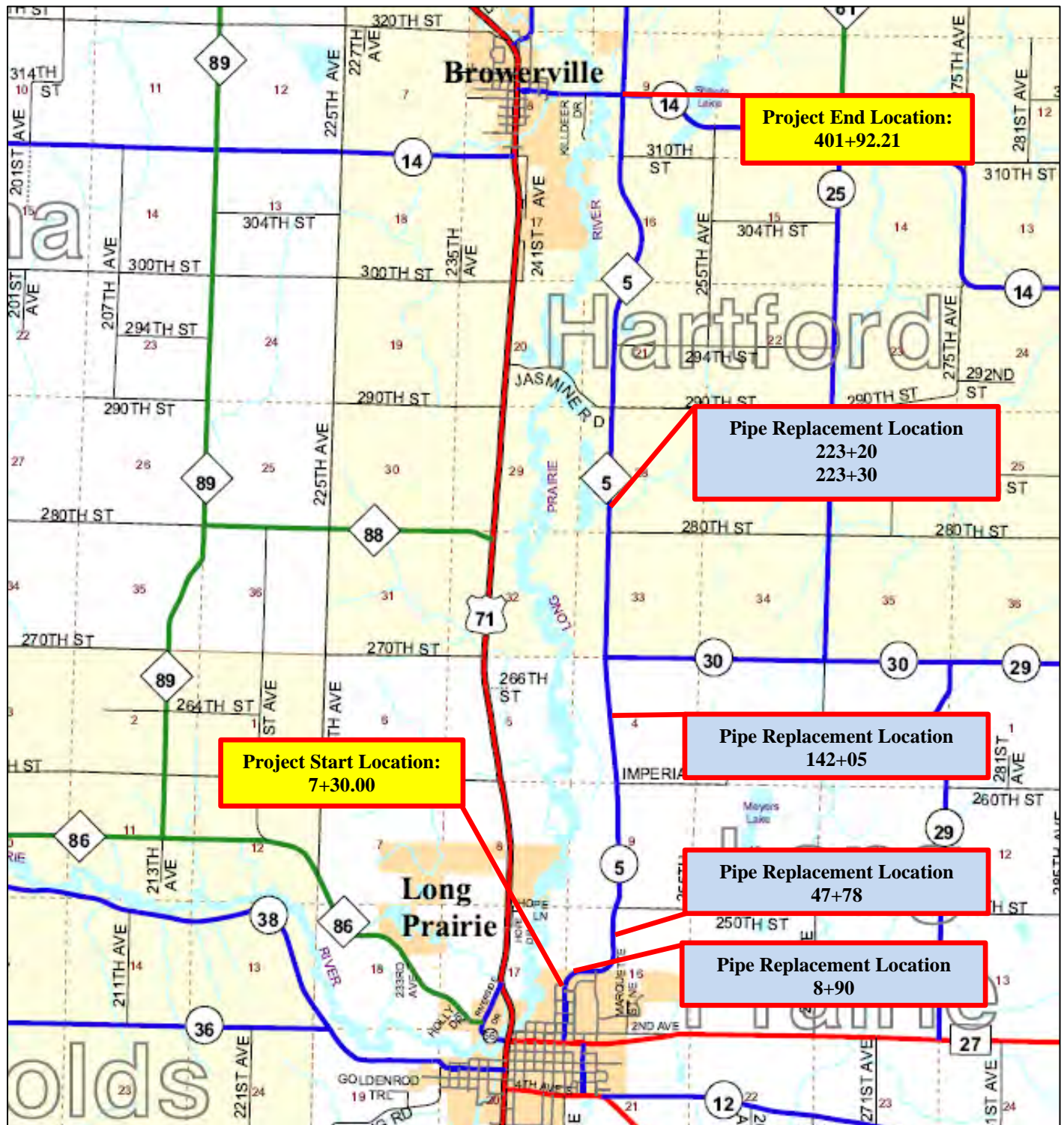
Long Prairie, MN 56347

Phone (320) 732-2722

## SAP 077-605-005 Project Location Map

County State Aid Highway 5 from 6<sup>th</sup> Avenue in Long Prairie to County State Aid Highway 14

A pavement reclamation project with aggregate shouldering and misc. pipe replacement.



# Engineers Estimate for SAP 077-605-005

2027 Bituminous Reclamation Project  
CSAH 5 - 6th Avenue in Long Prairie to CSAH 14

Item #	Specification #	Item Description	Unit	Estimated Quantity	Unit Price	Cost
1	2021.501	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	2051.501	Maintenance and Restoration of Haul Roads	LS	1	\$1,000.00	\$1,000.00
3	2104.503	Remove Pipe Culverts	LF	380	\$15.00	\$5,700.00
4	2123.509	Motorgrader	HOURL	8	\$220.00	\$1,760.00
5	2211.507	Stockpile Aggregate (P)	CY	778	\$6.00	\$4,666.67
6	2211.607	Aggregate Base (CV) From Stockpile (P)	CY	778	\$10.00	\$7,777.78
7	2215.504	Stabilized Full Depth Reclamation	SY	124,000	\$2.50	\$310,000.00
8	2221.609	Shoulder Base Aggregate Special	TON	7,200	\$25.00	\$180,000.00
9	2232.504	Mill Bituminous Surface (2")	SY	49,000	\$1.00	\$49,000.00
10	2360.509	Type SP 9.5 Wearing Course Mixture 2B (1.5")	TON	12,000	\$57.00	\$684,000.00
11	2360.509	Type SP 9.5 Non Wearing Course Mixture 2B (2.0")	TON	15,500	\$57.00	\$883,500.00
12	2451.507	Granular Backfill (LV)	CY	3,500	\$13.00	\$45,500.00
13	2451.507	Coarse Aggregate Bedding (CV)	CY	125	\$35.00	\$4,375.00
14	2501.502	24" RC Pipe Apron	EACH	4	\$1,400.00	\$5,600.00
15	2501.502	30" RC Pipe Apron	EACH	2	\$2,400.00	\$4,800.00
16	2501.502	36" RC Pipe Apron	EACH	2	\$2,800.00	\$5,600.00
17	2501.502	48" RC Pipe Apron	EACH	2	\$4,000.00	\$8,000.00
18	2501.503	24" RC Pipe Culvert	LF	112	\$220.00	\$24,640.00
19	2501.503	30" RC Pipe Culvert	LF	58	\$380.00	\$22,040.00
20	2501.503	36" RC Pipe Culvert	LF	100	\$400.00	\$40,000.00
21	2501.503	48" RC Pipe Culvert	LF	90	\$650.00	\$58,500.00
22	2511.507	Random RipRap Class III	CY	100	\$70.00	\$7,000.00
23	2563.601	Traffic Control	LS	1	\$20,000.00	\$20,000.00
24	2573.503	Silt Fence Type Machine Sliced	LF	500	\$4.00	\$2,000.00
25	2575.601	Turf Establishment	LS	1	\$10,000.00	\$10,000.00
26	2582.502	4" Solid Line Paint	LF	96,934	\$0.11	\$10,662.74
27	2582.502	4" Broken Line Paint	LF	7,934	\$0.11	\$872.74
<b>Estimate Project Cost for SAP 077-605-005</b>						<b>\$2,446,994.92</b>

Description	Inflation Rate	Cost
Estimate Project Cost for SAP 077-605-005 (Estimate for 2026 Prices)	3.0%	\$2,520,404.77
Estimate Project Cost for SAP 077-605-005 (Estimate for 2027 Prices)	3.0%	\$2,596,016.92

Description	Cost Share	Amount
Total Estimated Project Cost for SAP 077-605-005	100.0%	\$2,600,000.00
<b>Local Road Improvement Program Funding Request</b>	<b>50.0%</b>	<b>\$1,300,000.00</b>
State Aid Construction Funds	50.0%	\$1,300,000.00



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> <i>(Check one):</i>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-12</b>
<b>Agenda Topic Title for Publication:</b>		<b>2030 Area Transportation Improvement Plan - CSAH 24 Nomination</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
<b>Background:</b> <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/>		
Annual approval to submit an application for an eligible construction project (CSAH 24) to Region 5 Development Commission for possible inclusion into the Central Minnesota Area Transportation Partnership's (ATP) 2030 Area Transportation Improvement Plan (ATIP).		
<b>Options:</b>		
#1 Approve attached resolution.		
#2 Do not approve attached resolution.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve attached resolution for the 2030 Area Transportation Improvement Plan Nomination - CSAH 24 Project.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 0.00</b> <b>Funding Source(s):</b> Fund 3 - Road & Bridge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal





## **2030 AREA TRANSPORTATION IMPROVEMENT PLAN NOMINATION – CSAH 24 PROJECT**

**WHEREAS**, the Central Minnesota Area Transportation Partnership (ATP) annually solicits projects for State Transportation Improvement Program (STIP) funding which provides for improvements to the transportation systems, with money requests being project specific, and;

**WHEREAS**, project nominations must meet eligibility guidelines and qualifying criteria as established by the Central Area Transportation Partnership, and;

**WHEREAS**, the Todd County Public Works Department recommends that the following project be submitted and nominated for inclusion in the 2030 Area Transportation Improvement Plan, which is a prioritized list of transportation projects that the Central Minnesota Partnership recommends for inclusion in the State Transportation Improvement Plan (STIP),

County State Aid Highway 24 – from the Ottertail County Line to US Highway 71

*SP 077-624-02X: Bituminous Reclamation & Surfacing, Aggregate Shouldering, and Pavement Striping Project*

, and;

**WHEREAS**, this project is listed on the Todd County Public Works Department Proposed Five Year Construction Plan.

**NOW, THEREFORE BE IT RESOLVED**, that the Todd County Board of Commissioners does hereby support the recommendation of the Public Works Department for submittal and nomination of the above noted project and requests said project be included in the State Fiscal Year 2030 Area Transportation Improvement Plan.



# Engineers Estimate for SP 077-624-02X

2030 Reclaim Project  
CSAH 24 - County Line to TH 71

Item #	Specification #	Item Description	Unit	Estimated Quantity	Unit Price	Cost
1	2021.501	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	2051.501	Maintenance and Restoration of Haul Roads	LS	1	\$1,000.00	\$1,000.00
3	2123.509	Motorgrader	HOURL	4	\$150.00	\$600.00
4	2215.504	Stabilized Full Depth Reclamation	SY	61,631	\$2.50	\$154,077.50
5	2221.609	Shoulder Base Aggregate Special	TON	3,722	\$18.00	\$66,990.00
6	2360.509	Type SP 9.5 Wearing Course Mixture 2B (1.5")	TON	5,847	\$55.00	\$321,598.26
7	2360.509	Type SP 9.5 Non Wearing Course Mixture 2B (2.0")	TON	7,796	\$55.00	\$428,797.68
8	2563.601	Traffic Control	LS	1	\$25,000.00	\$25,000.00
9	2582.502	4" Solid Line Paint	LF	54,475	\$0.11	\$5,992.25
10	2582.502	4" Broken Line Paint	LF	3,344	\$0.11	\$367.84
<b>Estimate Project Cost for SP 077-624-02X</b>						<b>\$1,054,423.53</b>

Description			Cost
Estimate Project Cost for SP 077-624-02X (Estimate for 2026 Prices)	Inflation Rate	3.0%	\$1,086,056.24
Estimate Project Cost for SP 077-624-02X (Estimate for 2027 Prices)	Inflation Rate	3.0%	\$1,118,637.93
Estimate Project Cost for SP 077-624-02X (Estimate for 2028 Prices)	Inflation Rate	3.0%	\$1,152,197.07
Estimate Project Cost for SP 077-624-02X (Estimate for 2029 Prices)	Inflation Rate	3.0%	\$1,186,762.98
Estimate Project Cost for SP 077-624-02X (Estimate for 2030 Prices)	Inflation Rate	3.0%	\$1,222,365.87
<b>2030 Budgeting Cost Estimate for SP 077-624-02x</b>	<b>Cost Share</b>	<b>100.0%</b>	<b>\$1,250,000.00</b>
<b>2030 Budgeting Cost Estimate for SP 077-624-02x</b>	<b>Federal Share</b>	<b>80.0%</b>	<b>\$1,000,000.00</b>
<b>2030 Budgeting Cost Estimate for SP 077-624-02x</b>	<b>State Share</b>	<b>20.0%</b>	<b>\$250,000.00</b>





WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> (Check one):		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-13</b>
<b>Agenda Topic Title for Publication:</b>		<b>2026 Bridge Priority Replacement List</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
See attached resolution and list.		
<b>Options:</b>		
#1 Approve attached resolution and list.		
#2 Do not approve attached resolution and list.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve attached resolution of the 2026 Master Bridge Priority Replacement List.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 0.00</b> <b>Funding Source(s):</b> Fund 3 - Road & Bridge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
<b>Official Certification</b>		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



## 2026 Master Bridge Priority Replacement List

**WHEREAS**, Todd County has determined that the attached list of bridge on County State Aid Highways, County Roads, Township Roads, and Municipal Streets are either listed as structurally deficient or are a high priority for removal and replacement within the immediate future, and;

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

**WHEREAS**, State support for the replacement of bridges continues to be crucial to maintaining the integrity of the local road system and is necessary funding source for the County, Townships, and Municipalities to proceed with replacements of the bridges on the attached list, and;

**WHEREAS**, Todd County intends to proceed with the replacement of theses bridges as soon as either State Transportation Bond Funds or State Townbridge Funds become available.

**NOW, THEREFORE BE IT RESOLVED**, that Todd County commits that it will proceed with the replacement of these listed bridges immediately after being notified of the availability of State Transportation Bond Funds or State Townbridge Funds.

# 2026 TODD COUNTY MASTER BRIDGE PRIORITY REPLACEMENT LIST

Approved on November 18th, 2025

<i>Jurisdiction</i>	<i>Road #</i>	<i>Bridge #</i>	<i>Year Built</i>	<i>LPI</i>	<i>Notes</i>	<i>State Bond</i>	<i>Town Bridge</i>	<i>State Aid</i>	<i>Local</i>	<i>Total Cost</i>	<i>Prop. Year</i>
Todd County	CSAH #16	77501	1960	63	-	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 1,500,000	2027
Ward Township	281st Avenue	R0405	1949	52	-	\$ -	\$ 700,000	\$ -	\$ 20,000	\$ 720,000	2028
Bertha Township	410th Street	L9447	1973	64	-	\$ -	\$ 500,000	\$ -	\$ 20,000	\$ 520,000	2029
Todd County	CR #79	77510	1975	55	<i>Load Posted</i>	\$ 800,000	\$ -	\$ 800,000	\$ -	\$ 1,600,000	2032
Todd County	CSAH #10	77502	1963	63	-	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ 500,000	TBD
Todd County	CSAH #10	77503	1963	63	-	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ 500,000	TBD
Todd County	CSAH #18	77508	1967	67	-	\$ 600,000	\$ -	\$ 600,000	\$ -	\$ 1,200,000	TBD
Turtle Creek Township	Nighthawk Trail	R0406	1928	64	-	\$ -	\$ 500,000	\$ -	\$ 20,000	\$ 520,000	TBD
Turtle Creek Township	Oak Ridge Road	L7069	1935	64	-	\$ -	\$ 500,000	\$ -	\$ 20,000	\$ 520,000	TBD
Ward Township	Lagos Road	R0407	1926	68	-	\$ -	\$ 500,000	\$ -	\$ 20,000	\$ 520,000	TBD
West Union Township	151st Avenue	L9536	1974	75	<i>Load Posted</i>	\$ -	\$ 700,000	\$ -	\$ 20,000	\$ 720,000	TBD
Stowe Prairie Township	490th Street	77514	1983	84	<i>Load Posted</i>	\$ -	\$ 700,000	\$ -	\$ 20,000	\$ 720,000	TBD



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	<b>20251118-14</b>
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

<b>Agenda Topic Title for Publication:</b>	<b>Authorization to Purchase Used Fire Truck From the City of Clarissa</b>
--	--

Date of Meeting: 11/18/2025	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
-----------------------------	----------------------------------	---

Organization / Department Requesting Action: Public Works
---

Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer
--

<b>Background:</b> <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/>
---

The Todd County Public Works Department has a long history of contracting with the City of Clarissa and other Todd County Municipalities to use their firetrucks to clean out culverts throughout the county highway system that have silted in over time.

Recently the Public Works Department has been provided the opportunity to purchase a 1984 Ford Firetruck with 17,150 miles (original) from the City of Clarissa for \$4,200.00. This firetruck will not only meet the current equipment needs of the Department to clean out culverts but will provide a long-term solution to various other maintenance activities.

**Options:**

**#1 Purchase the used 1984 Ford Firetruck from the City of Clarissa for \$4,200.00.**

**#2 Do not purchase the firetruck at this time.**

**Recommendation:**

The Todd County Board of Commissioners approves the following by Motion:  
Purchase the used 1984 Ford Firetruck from the City of Clarissa for \$4,200.00.

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 4,200.00</b> <b>Funding Source(s):</b> Fund 3 - Road & Bridge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**

STATE OF MINNESOTA}  
COUNTY OF TODD}  
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> (Check one):		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-15</b>
<b>Agenda Topic Title for Publication:</b>		<b>Authorization to Purchase Truck</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
The 2025 Road and Bridge Budget contains funds for the replacement of Public Works Unit #74, which is a 2007 Chevrolet 1500 (1/2 ton) Truck approximately 247,500 miles.		
Unit #74 is scheduled for replacement in FY 2025 and is included in the current Todd County Public Works Equipment Replacement Plan.		
<b>Options:</b>		
#1 Approve the attached State Bid quote from Karl Automotive Group of Ankeny, Iowa for the purchase of a 2026 Chevrolet Silverado 1500 Truck for \$49,532.10.		
#2 Do not approve the purchase of a truck at this time.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve the attached State Bid quote from Karl Automotive Group of Ankeny, Iowa for the purchase of a 2026 Chevrolet Silverado 1500 Truck for \$49,532.10.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 49,532.10</b> <b>Funding Source(s):</b> Fund 3 - Road & Bridge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The price does not included Minnesota State Vehicle Sales Tax and Licensing Fees.
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



**KARL AUTOMOTIVE GROUP**

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck



KARL AUTO GROUP is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Government Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.



## KARL AUTOMOTIVE GROUP

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## KARL AUTOMOTIVE GROUP

### Dealership Information

KARL AUTO GROUP

JACOB MADSEN

515-645-3634

J.MADSEN@KARLCHEVROLET.COM

### Prepared By:

JACOB MADSEN

KARL AUTOMOTIVE GROUP

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (  Complete )

Price Summary

PRICE SUMMARY			
		Invoice	Invoice
	Base Price	\$44,398.20	\$44,398.20
	Total Options	\$2,538.90	\$2,538.90
	Vehicle Subtotal	\$46,937.10	\$46,937.10
	Dealer Advertising Adjustment	\$0.00	\$0.00
	Destination Charge	\$2,595.00	\$2,595.00
	Grand Total	\$49,532.10	\$49,532.10

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck ( Complete )

Quote Worksheet

		MSRP
Base Price		\$46,200.00
Dest Charge		\$2,595.00
Total Options		\$2,790.00
Subtotal		\$51,585.00
GOV DISCOUNT		(\$5,400.00)
Subtotal Pre-Tax Adjustments		(\$5,400.00)
Less Customer Discount		(\$3,348.47)
Subtotal Discount		(\$3,348.47)
Trade-In		\$0.00
Excluded from Sales Tax	Subtotal Trade-In	\$0.00
Taxable Price		\$42,836.53
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$42,836.53

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck ( Complete )

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work TruckMSRP:\$46,200.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10743	[Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck	\$46,200.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
G80	Auto-locking rear differential	\$395.00
GU5	Rear axle, 3.23 ratio	Inc.
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K05	Engine block heater	\$100.00
KC4	Cooling, external engine oil cooler	Inc.
KNP	Cooling, auxiliary external transmission oil cooler	Inc.
KW7	Alternator, 170 amps	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled	Inc.

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QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
VK3	License plate kit, front	\$0.00
Z82	Trailer Package	\$425.00
SUBTOTAL		\$48,990.00
Adjustments Total		\$0.00
Destination Charge		\$2,595.00
TOTAL PRICE		\$51,585.00

FUEL ECONOMY

Est City:16 (2025) MPG  
Est Highway:19 (2025) MPG  
Est Highway Cruising Range:456.00 mi

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck ( Complete )

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MHT
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.99	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.64		

Mileage

EPA Fuel Economy Est - Hwy	19 (2025) MPG	Cruising Range - City	384.00 mi
EPA Fuel Economy Est - City	16 (2025) MPG	Fuel Economy Est-Combined	17 (2025) MPG
Cruising Range - Hwy	456.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Powertrain

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	8.7 (2025)	EPA Greenhouse Gas Score	3 (2025)
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2927 lbs
Curb Weight - Rear	1956 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	873.00 lbs
Reserve Axle Capacity - Rear	1844.00 lbs	As Spec'd Curb Weight	4883.00 lbs
As Spec'd Payload	2217.00 lbs	Maximum Payload Capacity	2217.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4883.00 lbs	Reserve Axle Capacity	2717.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7100.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9200 lbs	Wt Distributing Hitch - Max Tongue Wt.	920 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8600 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2150 lbs
Maximum Trailerling Capacity	9400 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Chassis

Suspension

Suspension Type - Front	Independent coil-over-shock	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBN	Rear Tire Order Code	QBN
Spare Tire Order Code	QBR	Front Tire Size	255/70R17
Rear Tire Size	255/70R17	Spare Tire Size	255/70R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	49.5 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or )	Yes

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Chassis

Brakes			
Disc - Rear (Yes or )	Yes	Front Brake Rotor Diam x Thickness	13 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		
Fuel Tank			
Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A


Dimensions

Interior Dimensions			
Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		
Exterior Dimensions			
Wheelbase	157 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	241.41 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.4 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.95 in	Ground Clearance, Rear	7.95 in
Body Length	0.00 ft	Cab to Body	N/A
Cargo Area Dimensions			
Cargo Box Length @ Floor	79.44 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in

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Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	71.7 ft³	Ext'd Cab Cargo Volume	N/A

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck ( Complete )

Standard Equipment

Package	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck (✔ Complete)

Exterior

- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black (semi-gloss)
- Bumpers, rear, Black (semi-gloss)
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
- Taillamps with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
- Tailgate, gate function manual, no EZ Lift

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone, connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering column lock, electrical
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone manual
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- Automatic Emergency Braking
- Front Pedestrian Braking

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Safety-Mechanical	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 26663. Data Updated: Oct 6, 2025 6:46:00 PM PDT.



KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157" Work Truck ( Complete )

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>  
Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Drivetrain Note: Silverado TurboMax<sup>TM</sup> engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Corrosion Years (Rust-Through): 6  
Corrosion Years: 3  
Corrosion Miles/km (Rust-Through): 100,000  
Corrosion Miles/km: 36,000  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000  
Roadside Assistance Note: Silverado TurboMax<sup>TM</sup> engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 26663. Data Updated: Oct 6, 2025 6:46:00 PM PDT.



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> (Check one):		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-16</b>
<b>Agenda Topic Title for Publication:</b>		<b>Authorization to Purchase Mulcher Attachment for Skidloader</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
The 2025 Road and Bridge Budget contains funds for the purchase of drum mulcher attachment for a skid loader.  The purchase of this attachment will increase the productivity and level of service of the Public Works Department's Highway Right of Way Maintenance Program. This piece of equipment will provide the Maintenance Department the ability to access locations along the highway that are not easily accessible with other larger pieces of equipment. This piece of equipment is also built to mulch trees and brush at safer and more economical rate than by traditional manual labor method.		
<b>Options:</b>		
#1 Approve the attached State Bid quote from Farm-Rite Equipment of Long Prairie, Minnesota for the purchase of a 72" Drum Mulcher Attachment for \$48,497.00.		
#2 Do not approve the purchase of drum mulcher attachment at this time.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve the attached State Bid quote from Farm-Rite Equipment of Long Prairie, Minnesota for the purchase of a 72" Drum Mulcher Attachment for \$48,497.00.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 48,497.00</b> <b>Funding Source(s):</b> Fund 3 - Road & Bridge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



Bill To Name	FARM-RITE EQUIPMENT (LONG PRAIRIE)	Ship To Name	FARM-RITE EQUIPMENT (LONG PRAIRIE)
Bill To	19612 US 71 LONG PRAIRIE, MN 56347 United States	Ship To	19612 US 71 LONG PRAIRIE, MN 56347 United States
Date	7/15/2025	Contact Name	Dean Schreiner
		Primary Phone	(320) 732-3715
		Mobile Phone	(320) 339-0084
		Email	dean.schreiner@farmriteequip.com

Quantity	Product Code	Product	List Price	Sales Price	Total Price
1.00	72DCMMS12-BPN	72" Drum Mulcher DC ProX2 - Twin Maul Carbide Teeth, P107, 70" Hose Kit (Std), 1/2" Couplers , Hydraulic Brake, Pressure Gauge	56,577.00	48,072.00	48,072.00
1.00	44-1164	Free Edge Steel Tooth Kit Promotion - 72" DC Pro X2 Drum Mulcher (44 teeth and hardware)	1,744.00	0.00	0.00

Total Price	48,072.00
Freight Estimate	425.00
Grand Total	48,497.00

Skid Steer Make	BOBCAT	Lead Time	4-6 Weeks
Skid Steer Model	T770	Contract Name	MN State 269767

Operating Requirements Minimum 1/2" thick polycarbonate operator protection required. Some applications may require additional protection.

**Prices reflect market conditions, including taxes, duties, and surcharges. The company may adjust prices if changes occur. This quote is good for 30 days.**

Prepared By Paul Schreurs  
 Phone (605) 929-3083  
 Email pschreurs@diamondmowers.com  
 OP OP050131  
 Quote Number 00055764

**DIAMOND MOWERS, LLC**  
 350 E. 60<sup>th</sup> Street N  
 Sioux Falls, SD 57104  
 (605) 977-3300 ph | (605) 655-5870 fx  
 www.diamondmowers.com

Freight may vary. Invoiced at market rate at time of shipment.  
 83 of 236



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

• MINNESOTA • EST. 1855 •

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-17</b>
<b>Agenda Topic Title for Publication:</b>		<b>2025 Budget Amendment Request (Capital Expenditure)</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
See attached Budget Request Form		
<b>Options:</b>		
#1 Approve attached Budget Request Form		
#2 Do not approve attached Budget Request Form		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve attached Budget Request Form to amend \$18,300 within Fund 03 Public Works 2025 Budget.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 18,300</b> <b>Funding Source(s): 03- Public Works</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal





WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**  
• MINNESOTA • EST. 1855 •**Budget Request Form****Action Requested:** *(select one)*☒ Budget Amendment *(Complete Section A)* ☐ Carryover *(Complete Section A)* ☐ Purchase *(Complete Section B)***County Department: Public Works**

<b>Section A:</b>		<b>Budget Year: 2025 Carryover to Budget Year:</b>	
Transfer from (Description)	Amount	Transfer to (Description)	
03-310-000-0000-6506 (Crack Filling)	\$11,000.00	03-330-000-0000-6604 (Capital Expenditures)	
03-310-000-0000-6504 (Road Striping)	\$7,300.00	03-330-000-0000-6604 (Capital Expenditures)	
- - - - ( )	\$	- - - - ( )	
- - - - ( )	\$	- - - - ( )	
- - - - ( )	\$	- - - - ( )	
<b>Total:</b>		\$18,300.00	

<b>Section B:</b>		
Purchase Line Item (Description)	Amount	Vendor
- - - - ( )	\$	
- - - - ( )	\$	
- - - - ( )	\$	
- - - - ( )	\$	
- - - - ( )	\$	
<b>Total</b>		\$

**Purpose and/or Description of Purchase, Documentation of Bid Process** *Supporting Documentation enclosed* ☐

Due to some additional capital expenditures that recently came available for purchase we would like to amend the 2025 Capital Expenditure budget to meet the financial needs to purchase the used Firetruck & Mulcher. Therefore, the Public Works Department is requesting to amend the 2025 budget by increasing the Capital Expenditure budget line item by \$18,300, and by reducing the Crack Filling budget & Road Striping budget line items as shown above.

<b>Budget Request Authorization</b>		<b>Signature</b>	<b>Date</b>
Department Head: Loren Fellbaum, County Engineer	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Loren Fellbaum</i>	11-07-2025
County Auditor-Treasurer Denise Gaida	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Denise Gaida</i>	11-13-2025
Board Chairperson: Bob Byers	<input type="checkbox"/> Approved <input type="checkbox"/> Denied		



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> <i>(Check one):</i>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-18</b>
<b>Agenda Topic Title for Publication:</b>	<b>Accept the Impact Funds- Public Safety Grant</b>	
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
<b>Background:</b> <i>Supporting Documentation enclosed</i> <input type="checkbox"/>		
The Sheriffs Office applied for and received the Impact funds-Public Safety Grant from Sourcewell to purchase Portable radios (10) for the staff. This is a \$50,000 Grant		
<b>Options:</b>		
1- Accept the Grant 2- Do not accept the Grant		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Accept the Sourcewell Impact Funds-Public Safety Grant to purchase Motorola portable radios (10) for the approximate cost of \$50,000.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

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<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-19</b>
<b>Agenda Topic Title for Publication:</b>		<b>Adoption of the Crow Wing River Implementation Memorandum of Agreement</b>
Date of Meeting: 11-18-2025	Agenda Time Requested: 2	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
The Crow Wing River Comprehensive Watershed Management Plan has been completed through the One Watershed, One Plan process. The Plan has been through public comment periods and has been formally approved by the Board of Water and Soil Resources. The next step is for the County to adopt the Memorandum of Agreement for Implementation of the plan.		
<b>Options:</b>		
1. A motion to adopt the MOA for implementation of the CWMP.		
2. A motion to deny the resolution.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Adoption of the Crow Wing River Comprehensive Watershed Management Memorandum of Agreement for Implementation of the Plan		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

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Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
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<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
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<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
<b>Official Certification</b>		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal

**AMENDMENT TO CROW WING RIVER  
COMPREHENSIVE WATERSHED MANAGEMENT PLAN  
IMPLEMENTATION AGREEMENT**

**MEMORANDUM OF AGREEMENT**

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

The Counties of Becker, Cass, Crow Wing, Hubbard, Todd, and Wadena by and through their respective County Board of Commissioners, and  
The Becker, Cass, Crow Wing, Hubbard, Todd, and Wadena Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and  
The White Earth Band of the Minnesota Chippewa Tribe, White Earth Nation (WEN), by and through its Division of Natural Resources (WEDNR);  
Collectively referred to as the "Parties."

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

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

**WHEREAS**, the WEN is a federally recognized Indian Tribe with inherent authority to carry out environmental programs and land use controls, and pursuant to Minnesota Statutes Section 471.59, WEN is considered a "local government unit" to enter into joint powers agreements with state governmental units; and

**WHEREAS**, the Parties to this Agreement have a common interest and statutory authority or Tribal Council directive pursuant to Resolution No. 057-24-030 to assure implementation of a comprehensive watershed management plan in the Crow Wing River Watershed to conserve soil and water resources through the practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

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

**WHEREAS**, the Parties have formed this Agreement for the specific goal of implementing the Crow Wing River Comprehensive Watershed Management Plan, which was developed pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Crow Wing River Watershed (*See Attachment A: Implementation Area Map*). The purpose of this Agreement is to collectively implement, as local government units, the Crow Wing River Comprehensive Watershed Management Plan. Parties signing this agreement will be collectively referred to as the Crow Wing River Watershed Collaboration, partnering together in this Agreement as an exercise of joint powers under Minn. Stat. Section 471.59.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Participation Requirements for participation in Watershed Based Implementation Funding; and will remain in effect until cancelled according to the provisions of this Agreement, unless earlier terminated by law. This Agreement end date will run concurrent with the BWSR grant agreement end date of December 2033. Parties may revisit the grant agreement end date and make extensions to the term of the grant agreement if agreed upon by the Policy Committee (the structure, membership, and governing provisions of the Policy Committee are described in a later paragraph in this Agreement).
3. **Adding Additional Parties:** A qualifying party within the Crow Wing River Comprehensive Watershed Management Plan Area that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution. The Resolution shall be mailed to the existing Policy Committee, and upon receipt by the Policy Committee, the qualifying party shall become a member of the Policy Committee. The qualifying party agrees to abide by the terms and conditions of this Agreement, including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
  - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws including Tribal laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible. All Parties to this Agreement will be given the option to opt out within 30 days after new federal, state or local laws including Tribal laws, statutes, ordinances, rules, and regulations are adopted and become effective, which increase or decrease the responsibilities of the Parties pertaining to this Agreement.
  - b. **Sovereignty of the White Earth Nation:** The Parties to this Agreement agree to respect the sovereignty of the White Earth Nation over its lands and waters and acknowledge as a sovereign some of the State of Minnesota's statutes, ordinances, rules, or regulations may not apply to the actions of WEN staff or Tribal members.
  - c. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents.

The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466, and other applicable laws govern the liability of all the Parties, except the WEN. To the full extent permitted by law, actions by the Parties, their respective officers, employees and agents, pursuant to this Agreement, are intended to be and shall be construed as a "cooperative

activity". It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

The Parties acknowledge that WEN is not subject to the protections or provisions of the Minnesota statutes referenced within this subsection 5(b) of the Agreement. It is not WEN's intent by entering this Agreement to create any liability or exposure of one party for the acts or omissions of any other party to the Agreement. WEN employees may be protected from personal liability under the Federal Torts Claims Act (28 U.S.C. Part VI, Chapter 171 and U.S.C. Section 1346) and any indemnification provisions provided under WEN Tribal codes.

- d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes §138.17, with the exception of WEN because WEN's records are not subject to review or approval by the State. The Parties further agree that records prepared or maintained in pursuant to the terms of this Agreement shall be subject to the Minnesota Government Data Practices Act unless otherwise exempted by state or federal laws. At the time this Agreement expires, all records will be turned over to the Fiscal Agent unless otherwise exempted by state or federal laws.
- e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Termination:** The Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statute §471.59, Subd. 5 after the purpose of the Agreement has been completed, unless Parties otherwise agree in writing for disposition of any property acquired as a result of this Agreement.
- g. **Extension:** The Parties may extend the termination date of this Agreement for the purposes of implementation the plan beyond the BWSR grant planning phase identified in Section 2 as agreed upon unanimously by the Parties to this Agreement.

#### 6. Administration:

- a. **Establishment of a Policy Committee and Advisory Committee for Implementation of the Crow Wing River Comprehensive Water Management Plan.** The Parties hereto agree to designate one representative, who must be an elected or appointed member of their governing board, to a Policy Committee for implementation of the Crow Wing River Comprehensive Water Management Plan. The Policy Committee will meet as needed to implement and decide on the content of the work plan.
  - i. Each representative shall have one vote and shall have the authority to act on behalf of their Board regarding mentioned items, grant agreement(s) and amendment(s), interim report review and approval, payments under the grant, professional contracts, and voting on the recommended work plan.

ii. The Policy Committee member will serve as a liaison to their respective boards. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.

iii. An Advisory Committee will be established to provide technical support on the plan content and Implementation to the Policy Committee, including identification of priorities. The Advisory Committee will be comprised of the Steering Committee, stakeholders, the state's main water agencies, and/or plan review agencies. The Advisory Committee will meet as needed.

iv. A Steering Committee will be established consisting of local staff, county staff, and SWCD staff for the purposes of logistical and day-to-day decision-making in the Implementation process. The Steering Committee will meet as needed.

7. Fiscal Agent agrees to:

- a. Accept all responsibilities associated with implementing the BWSR grant agreement for developing a watershed-based implementation workplan and sign the grant agreement on behalf of the Parties listed within.
- b. Perform financial transactions as part of the grant agreement and contract implementation.
- c. Pursuant to Minn. Stat. Section 471.59, Subd. 3, strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
- d. Responsible for fiscal records retention consistent with the agent's records retention schedule.

8. Grant Administrator agrees to:

- a. Accept all day-to-day responsibilities associated with implementing the BWSR grant agreement for watershed-based implementation grant funds.
- b. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
- c. Be the Day-to-Day Contact for the Crow Wing River Comprehensive Water Management Implementation Plan.
- d. Responsible for the BWSR reporting requirements (E-link).

9. The Plan Coordinator agrees to:

- a. Host the Crow Wing River Comprehensive Watershed Management Plan
- b. Provide a note-taker for all Policy, Advisory, and Steering Committee meetings. Prepare and distribute those notes to the appropriate committees.
- c. Assist the Chair of the Policy Committee with providing an agenda for upcoming meetings.
- d. Notify all committees of upcoming meetings through email and/or phone calls.
- e. May, with the Agreement and consent of the Fiscal Agent, assign any of the foregoing services

to the Fiscal Agent who shall perform the services it accepts.

In the event of a vacancy in the above-listed roles, the party responsible for the role will determine if there is adequate capacity within the organization to fulfill the listed role. If the partner agency determines they no longer have capacity and would like to relinquish their duties, they must inform the Policy Committee. The Policy Committee will then reassign the service to another party with the capacity to fulfill the grant agreement.



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

Becker County  
Kyle Vareberg or Successor Planning and  
Zoning Administrator 915 Lake Ave  
Detroit Lakes, MN 56501  
218-846-7314

Becker SWCD  
Bryan Malone or Successor District  
Administrator  
809 8th St SE  
Detroit Lakes, MN 56501  
218-846-7360

Cass County  
Jeff Woodford or Successor Environmental  
Services Director PO Box 3000  
Walker, MN 56484  
218-547-7428

Cass SWCD  
Dana Gutzmann or Successor Conservation  
Manager  
PO Box 3000  
Walker, MN 56484  
218-547-7246

Crow Wing County  
Chris Pence or Successor Environmental  
Services Manager 322 Laurel St., Suite 15  
Brainerd, MN 56401

Crow Wing SWCD  
Melissa Barrick or Successor District  
Manager  
322 Laurel St., Suite 22  
Brainerd, MN 56401  
218-828-6197

Hubbard County  
Eric Buitenwerf or Successor Government  
Center - 2nd Floor 301 Court Avenue  
Park Rapids, MN 56470

Hubbard SWCD  
Crystal Mathisrud or Successor District  
Manager  
603 North Central Ave, Suite 100 Park  
Rapids, MN 56470

Wadena County  
Deana Malone or Successor Planning and  
Zoning Administrator 415 Jefferson Street S  
Room 234 Courthouse  
Wadena, MN 56482

Wadena SWCD  
Darren Newville or Successor  
District Manager  
4 Alfred St NE Wadena, MN  
56482

Todd County  
Adam Ossefoort or Successor SWCD/Planning  
& Zoning Division Director  
215 1st Ave. S Suite 103 Long  
Prairie, MN  
320-732-4420

Todd SWCD  
Deja Anton or Successor District  
Manger 2151stAve. S Suite 104,  
Long Prairie, MN  
320-732-2644

White Earth Nation  
Dustin Roy or Jessica Johnson  
Divisional Director or Director  
White Earth Division of Natural Resources  
102 3<sup>rd</sup> Streed NE  
Mahnomen, MN 56557  
218-983-4649



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

PARTNER: Becker County

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
Administrator Date

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney Date

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

PARTNER: Becker Soil and Water Conservation District

APPROVED:

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

Board Chair

Date

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

District Manager/Administrator

Date

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

PARTNER: Cass County

APPROVED:

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

Board Chair

Date

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

Director of Land Services/Administrator

Date

**APPROVED AS TO FORM**

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

Chief Deputy County Attorney

Date

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

PARTNER: Cass Soil and Water Conservation District

APPROVED:

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

Board Chair

Date

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

District Manager /Administrator

Date

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

PARTNER: Crow Wing Soil and Water Conservation District

APPROVED:

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

Board Chair

Date

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

District Manager/Administrator

Date



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

PARTNER: Crow Wing County

APPROVED:

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

Board Chair

Date

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

Environmental Services Manager

Date

**APPROVED AS TO FORM**

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

County Attorney

Date



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

PARTNER: Hubbard SWCD

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
SWCD/Planning & Zoning Division Director/Administrator Date

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney Date

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

PARTNER: Todd County

APPROVED:

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

Board Chair

Date

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

Environmental Services Manager/Administrator

Date

**APPROVED AS TO FORM**

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

County Attorney

Date

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

PARTNER: Todd Soil and Water Conservation District

APPROVED:

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

Board Chair

Date

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

District Manager / Administrator

Date

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

PARTNER: Wadena County

APPROVED:

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

Board Chair

Date

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

District Manager/Administrator

Date

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

PARTNER: Wadena Soil and Water Conservation District

APPROVED:

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

Board Chair

Date

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

District Manager / Administrator

Date





WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> (Check one):		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-20</b>
<b>Agenda Topic Title for Publication:</b>	<b>Sexton BBL Legacy Preliminary Plat</b>	
Date of Meeting: 11/18/2025	Agenda Time Requested: 3	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
An application for subdivision to create a 2.92 acre single lot plat on parcels 03-0059500, 03-0060200, and 03-0060500 (Birchdale TWP) was submitted on October 13, 2025. The application was reviewed by the Planning Commission during the November 6 <sup>th</sup> public hearing. The final recommendation from the Planning Commission was to approve the preliminary plat with no conditions.		
<b>Options:</b>		
1. Approve the preliminary plat with no conditions.		
2. Develop findings and deny the preliminary plat.		
3. Remand back to the Planning Commission with a 60 day extension to the decision period.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Adopt the findings of the Planning Commission and approve the preliminary plat with no conditions.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

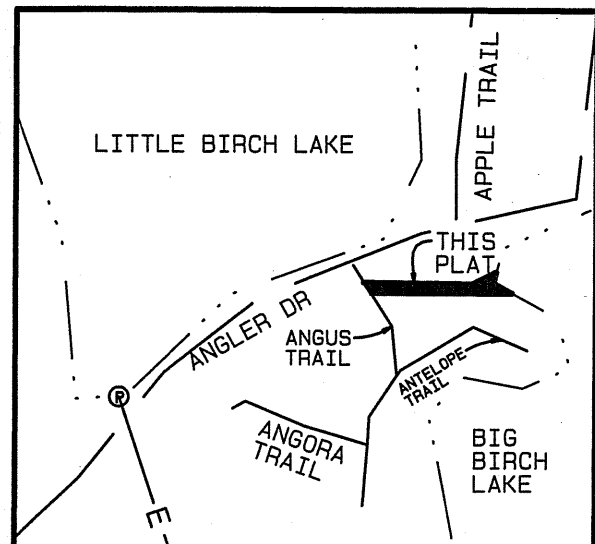
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



PRELIMINARY PLAT: SEXTON BBL LEGACY

VICINITY MAP  
(NO SCALE)



SECTION 25-T127N-R33W  
TODD COUNTY, MINNESOTA

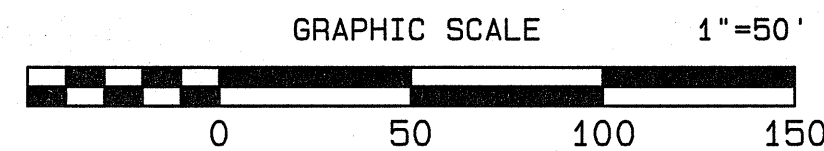
Proposed Land Description.

PRELIMINARY PLAT:

Lot 4 and Lot 5 and that part of Lot 3, Block 1 and also that part of Outlot "B" and Outlot "C" and vacated "H" Street, HARCORA LODGE-FIRST ADDITION, according to the recorded plat thereof, Todd County, Minnesota, described as follows:  
Commencing at the southwesterly corner of said Outlot "C";  
thence North 15°02'37" West, assume bearing, along the westerly line of said Outlot "C", 154.87 feet to a point on said westerly line of said Outlot "C" distant 78.88 feet south of the north line of said Outlot "C" as measured at a right angle from said north line and also to a point to be hereinafter referred to as Point "A";  
thence North 89°47'09" East, 998.23 feet to an iron monument at the northwest corner, Lot 5, Block 1, of said HARCORA LODGE-FIRST ADDITION and said point also being the Point of Beginning of the land to be described;  
thence reversing South 89°47'09" West, 998.23 feet to said Point "A";  
thence North 15°02'37" West, along said westerly line, 81.77 feet to said north line of said Outlot "C";  
thence South 89°35'13" East, along said north line, 725.58 feet;  
thence North 46°37'11" East, 210.84 feet;  
thence North 75°36'48" East, 170 feet more or less to the waterline of Big Birch Lake;  
thence southerly along said waterline to the intersection of a line bearing North 77°25'17" East from the Point of Beginning and said line being the southeasterly line of said Lot 5;  
thence South 77°25'17" West, along said southeasterly line, 132 feet more or less to the Point of Beginning.  
The tract contains 2.92 acres more or less and is subject to easements, reservations or restrictions of record, if any.

OWNERS AND DEVELOPERS:  
SEXTON FAMILY CABIN  
EXISTING CONDITIONS:  
WOODS  
WETLAND  
LAKESHORE

○ DENOTES IRON PIPE PLACED THIS SURVEY  
CAPPED LS NO. 54838  
● DENOTES INPLACE IRON MONUMENT  
(R) RECORD DATA



TODD COUNTY SETBACKS AND MINIMUM SHORELAND ORIDANCE STANDARD -  
RD (RECREATIONAL DEVELOPMENT)

LOT AREA: 40,000 SQ FT  
WATER FRONTAGE AND LOT WIDTH: 150 FT

STRUCTURE SETBACK FROM:

ORDINARY HIGH WATER LEVEL: 100 FT  
SIDE PROPERTY LINE: 10 FT  
REAR PROPERTY LINE: 20 FT

TOP OF BLUFF: 30 FT  
COUNTY OR TWP ROADS:  
WITH RIGHT OF WAY 66 FT OR GREATER: 20 FT  
WITH RIGHT OF WAY LESS THAN 66 FT: 35 FT

SEWAGE TANKS: 10 FT  
SEPTIC DRAINFIELD: 20 FT  
WELL: 5 FT

WETLAND: CONTACT PLANNING AND ZONING (VARIES)  
PER TODD COUNTY SETBACK SHEET AND WEB SITE.

IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY ZONING AND SETBACK REQUIREMENTS PRIOR TO CONSTRUCTION OR IMPROVING YOUR PROPERTY.

EXISTING SOILS:

TODD COUNTY SOIL BOOK AND MAP:

204C  
455E  
1055

WATERLINE  
BIG BIRCH LAKE

LAKE ELEVATION (10-06-2025)  
1194.2' (NAVD 88)  
DNM=1194.3' (NVD 28)  
HIGHEST RECORDED WATER ELEVATION=1195.87' NVD 29 (07-12-2002)

OWN LINE  
AS LOCATED  
11-26-2019

3/4" IRON PIPE

JULIE ATHMANN  
PID 03-0059700

WEST LINE  
BLOCK 1  
HARCORA-LODGE-FIRST ADDITION

EASTERLY EXTENSION  
NORTH LINE OF MORNING VIEW

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS  
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT  
I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF  
THE STATE OF MINNESOTA.

SIGNATURE: *David A. Engelmeyer*  
DAVID A. ENGELMEYER

DATE: 10-10-2025 MN. LICENSE NUMBER: 54838

Engelmeyer Land Services LLC

PREPARED FOR: SEXTON FAMILY CABIN

PRELIMINARY PLAT

cc: SEXTON-25PP.PRO Job No: 98-25

Date: 10-10-2025 P-3-3695 FB: NONE

41701 COUNTY ROAD 167  
P.O. BOX 124  
MELROSE, MN 56352  
PHONE: (320) 256-7298  
FAX: (320) 836-2454  
email: engelsur@elmtel.net

©ENGELMEYER LAND SERVICES, LLC 2025 CERTIFICATION APPLIES TO ONLY THOSE  
COPIES THAT BEAR MY EMBOSSED SEAL.



# SUBDIVISION PROCEEDINGS

## STATE OF MINNESOTA COUNTY OF TODD

**In The Matter of:** “Sexton BBL Legacy” from Sexton Family Cabin, LLC  
**Mailing Address:** 8246 Yuma Court N.  
Maple Grove, MN 55311

**Property Owner:** Sexton Family Cabin, LLC

**Site Address:** Angus Trail, Grey Eagle MN  
**Parcel Number:** 03-00595, 03-0060200 & 03-0060500

### REQUEST:

1. Request to Create Sexton BBL Legacy, a 2.92-acre, one lot Plat by combining lots in Recreational Development Shoreland Zoning District.

**The above entitled matter was heard before the Todd County Planning Commission on the 6<sup>th</sup> day of November, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:**

SEE ATTACHED LEGAL

**Record this document in:   X   abstract records           torrens records**

**IT IS ORDERED that the Subdivision Request, CUP# Subdiv-2025-02, be (granted, ~~denied~~) as upon the following conditions, changes or reasons:**

1. No conditions.

---

**Todd County Board of Commissioners  
Bob Byers, Chairperson**

---

**Date**

**STATE OF MINNESOTA  
COUNTY OF TODD**

**OFFICE OF TODD COUNTY  
PLANNING & ZONING OFFICE**

I, Adam R. Ossefoort Todd County Planning & Zoning Director, County of Todd with and in for said County, do hereby certify that I have compared the foregoing copy and order (granting, ~~denying~~) a Conditional Use with the original record thereof preserved in my office, and have found the same to be correct and true transcript of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand at Long Prairie, MN, in the County of Todd on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand  
Planning and Zoning Staff

This form mailed to applicant: \_\_\_\_\_  
Date

*Activities granted by a Conditional Use Permit expire and are considered invalid unless they are substantially completed within thirty-six months of the date the conditional use permit is granted by the Board of Commissioners. Section 5.05M Todd County Ordinance.*

Tax Parcel # 03-0059500 legal description:

Lots One (1), Two (2), Three (3), Four (4) and Five (5) of Block One (1) Harcora Lodge, First Addition; **and half of Vacated "H" Street abutting these said lots.**

Tax Parcel # 03-0060500 legal description:

Outlot "B" of Harcora Lodge, First Addition; **and half of Vacated "H" Street abutting this said Outlot "B".**

Tax Parcel # 03-0060200 legal description:

All that part of Outlot "C" of Harcora Lodge, First Addition, North of the following described line: Said line commencing at a point at the Southwest corner of Lot Five (5), said point being designated by an iron monument, of said Harcora Lodge, First Addition; thence in a Westerly direction to a point on the West line of Outlot "C", said point being 78.88 feet South of the North line of said Outlot "C", being part of Government Lots One (1) and Two (2), Section Twenty-five (25), Township One Hundred Twenty-seven (127) North, Range Thirty-three (33) West of the Fifth Principal Meridian; **and half of Vacated "H" Street abutting this said part of Outlot "C".**

Allocated Vacated "H" Street to Sexton Family Cabin, LLC legal description (as recorded):

All that part of "H" Street, as dedicated in HARCORA LODGE – FIRST ADDITION, according to the recorded plat thereof, lying northerly of the following described line: Beginning at the northwest corner of Lot 6, Block 1, said HARCORA LODGE – FIRST ADDITION; thence South 89 degrees 22 minutes 18 seconds West, assumed bearing, 999.14 feet to a point on the westerly line of Outlot C, said HARCORA LODGE – FIRST ADDITION, distant 78.88 feet south of the north line of said Outlot C, and said line there terminates.



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-21</b>
<b>Agenda Topic Title for Publication:</b>	<b>November Planning Commission Information</b>	
Date of Meeting: 11/18/2025	Agenda Time Requested: 0	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Attached here is the November 2025 Planning Commission minutes in draft form along with the November staff report. Information is provided for review of the following Board Action.		
<b>Options:</b>		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion:		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b> <b>Funding Source(s):</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**STATE OF MINNESOTA}  
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



## Planning Commission Meeting Minutes

November 6th, 2025

Completed by: Sue Bertrand, P&Z Staff

Site visits completed for Robinson site by Adam Ossefoort and Jim Pratt on 8/28/2025

Site visits completed on Adams site by Adam Ossefoort and Ken Hovet 9/24/2025

Site visit completed for the Sexton site by Adam Ossefoort and Roger Hendrickson on 10/29/2025

Meeting attended by board members: Chair Jim Pratt, Vice Chair Ken Hovet, Lloyd Graves, Roger Hendrickson, Andy Watland and Commissioner Tim Denny.

Staff members: Adam Ossefoort and Sue Bertrand

Other members of the public: Sign-in Sheet is available for viewing upon request.

Jim called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited as a collective group.

Introduction of the staff and board members by Jim.

Ken motioned to have the October 2nd, 2025 meeting minutes approved. Lloyd seconded the motion. Voice vote, no dissent heard. Motion carried.

Roger motioned to have the agenda approved as printed. Andy seconded the motion. Voice vote, no dissent heard. Motion carried.

**AGENDA ITEM 1: Donniel Robinson-Section 28, Moran Township, Site Address: 40324 County Rd. 21, Browerville, MN 56438 PID: 19-0029102**

1. Request to build a 60' x 120' building to grow Cannabis indoors as a licensed microbusiness, according to Statue, in AF-2 Zoning District.

Donniel was present as the applicant.

Staff Findings: Adam read through the new information in the staff report for November. The staff report is available for viewing upon request in the Planning & Zoning Office.

### **Proposed Conditions if approved:**

1. Establishment of a commercial grade fence around the perimeter of the cannabis operation. Gated access shall be equipped with electronic key access limited to the owners and employees only.
2. All exterior lighting shall be compliant with MN Rule 9810 but shall not cast light beyond the property boundary.
3. Establishment of vegetative screening on the north, west, and south sides of the cannabis operation on the exterior of the fencing. Vegetative screening shall consist of two rows of conifer trees that are no less than 10' tall at the time of planting. Trees in each row shall be offset from each other to provide maximum screening potential.
4. There shall be no signage of the business allowed at any time.
5. Operations must comply with all requirements of the Office of Cannabis Management.
6. A wastewater holding tank must be installed to contain all water used for the growing process per MPCA regulations.
7. Applicant must obtain DNR water appropriations permitting water usage in excess of 10,000 gallons per day or 1,000,000 gallons per year.

8. Carbon air filters or higher technology must be installed for filtration of all air exiting the facility.
9. Detailed building plans designed by a licensed engineer, architect, or person of equal qualifications shall be provided in full to Todd County prior to issuance of any land use permits.
10. Applicant shall allow for periodic review of the property by County staff.
11. Applicant must abide by all other applicable Federal, State, and local standards.
12. Once issued, this CUP may be revoked, following notice and hearing, and upon finding(s) established by the Planning Commission that the subject property and/or use of the property is not in compliance with the conditions of approval as stated herein.

**Considerations for denial:**

1. Is the proposal in conformance with the Comprehensive Plan?
2. Has adequate information been provided to address the potential for discharge waters that may not enter the standard septic system?
3. Is the intensity of the proposed use reasonable for the area in which the use is proposed?
4. Are there potential negative impacts to surrounding properties that cannot be addressed by conditions? (odors, noises, visual impacts)
5. Is there sufficient access to emergency services?
6. Does any portion of the proposal have a detrimental impact on the health, safety, and welfare of the general public?

Correspondence received: Yes, Nicole Zellgert. Adam read the letter out loud and this letter may be viewed in full, upon request, at the Planning & Zoning office.

**Public comment:**

Kim Harff, thanked the board for some of the conditions the public had asked for. She stated they still have concerns as they don't have answers for:

the holding tank, who pumps it and where does it get disposed of?

The thirty-minute response time, it is still a big concern. No guarantee the sheriff can get there in that time. Emissions, who is going to monitor those? When it stinks, MPCA says to call local gov't, who do we want her to call?

Property values, talked to several neighbors if this gets passed, they may might be moving.

If there are more than 18,000 people, retail store yes, but no evidence for growing facilities. As of October 2025, there are two large scale cultivator licenses, that have now gotten combo licenses, so they can sell both medical cannabis and cultivate and wholesale for the adult retail market, there are 11 micro businesses that have received their final licenses and there is one mezzo business, which has 15,000 sq. ft. of cannabis, plus the Tribal Nations that don't have to list theirs on the Cannabis site. There are currently 1854 applicants for micro businesses. A lot. She also looked into MN grants and there are a lot for cannabis, almost \$3,000,000.00 got passed for cannabis growers for 2026, technical assistants, loans & financing, CanStart for micro businesses, so, remember that when voting for your state legislators next time.

Her concern, is we do not have the infrastructure for it.

Recorded now, some of the local towns, the municipal sewer systems cannot handle the THC sewer, and still have the question, where is that tight tank going to be pumped? Who is going to pump? Where is it going to go?

Doesn't think Todd County should be the Guinea Pigs. We pay taxes, we are the residents of the County, we signed the petition with lots of people who didn't want this facility. Wanting it and having a reason for not having it are two different things.

She recommended the board vote no on this, as we do not have enough answers.

Paul Kortie, to enlighten on the carbon filters, he lives up in Carver County and they have a reservation that has an active grow center, and has a co-worker right next door. On the reservation, it is a Sovereign Nation where you do not have any input, but here, we can share our input, and give our concerns, and hopefully you will listen and hear we have enough stuff against this. He went out there to see what carbon filters are like and it's not a pleasant odor, and does not want to be on a property that may have that unpleasant odor. As a whole, why isn't this addressed to all of Todd County? If this sneaks through and more comes up, you will be going through this same mess again and again. What are you going to put as a cap on grow centers? Hope you deny this.

Loyde Zelgert, neighbor, contacted the Todd County Sherriff and asked him what his feelings were about this facility, he gave him permission to talk, he is not for this at all, if they have an emergency, they will respond but there is no guarantee how long, is thinking in a couple of years we are going to have more problems than we want. Who is going to be watching over who she hires, and check into that, do they have a record? Who will be responsible? Who is going to be here to call? Are you going to hire people to check on this? The Sherriff stated the County not getting any revenue out of this. She probably doesn't even put gas on from Browerville. She wants to spend more time with spouse, you would think her spouse would be here to support her. Very much against this.

Vern Desatell, stated he was sitting on a plane on the way to Brazil, visiting with a man from Colorado, just after they had legalized this in Colorado. This guy had a lot of money, was into bulls, and his property values dropped when they legalized dope in Colorado.

Nick Jares, agrees with everything in that letter that was read, just because "everybody's doing it", he doesn't agree with it. Not in agreement with this, but does agree 100% with the letter that was read.

Jason Adams, owner of Off Grid Recovery Community, from Verndale, started up about a year and half ago on behalf of his son, who is recovering from opiod addiction, nearly cost him his life. His youngest son, 17 years old, has tried to commit suicide, watching his older brother deal with his addictions. He knows MN legalized medical marijuana over ten years ago. He has been a user of medical marijuana for ten years. Held a job as a brewing technologist and travelled the Globe, providing spare parts and support to all of the big breweries in the United States, and having been trained in Germany and Switzerland, had an opportunity to open a distillery at one time, in Buffalo, MN and had been approved to run a micro-distillery. Alcohol is tough drug. Addiction is a scary thing. Lack of knowledge is a scary thing. Watching your kid be resuscitated by 30 doctors in a hospital and hoping to God he comes back to life and they can save him. Makes you think of what rooms you do want to walk into and if you should be afraid of them or not. This room of addiction that everybody is afraid to face wants to point the finger at marijuana, where he knows there are large hemp fields growing out here and they are huge. The difference between Hemp and marijuana is a lower concentration of THC in hemp. These farms of hemp are fed by rain water, there is no irrigation systems. All of us here can legally grow up to eight plants in our homes right now. Not sure everyone is aware of that, but it is the truth. As far

as the smell goes? He has smelled some farms and from living out in the area, he takes it for what it is. It's God's country. It's beautiful. He takes all of it and all of the smells. The animals, the dogs he raises. He is pro cannabis and will continue to be pro cannabis. He will stand for those that bring this to the table because the rehab facilities that we do have, actually allow for medical cannabis consumption because it is at a point of suicide reduction right now. We are in an opioid war crisis right now, and there are also Grants available to Todd County for this opioid crisis that they are very well aware of. He is, as a recovery community, looking at putting together a program so it does get back to the community. Largely in youth groups, adult groups, foreclosure prevention. That step between coming out of treatment and not being accepted by your families, because you are "just an addict forever" and trying to find a job after you have lost your home, because you have been in treatment for the last three months. That is the realm that he lives in, by helping those people that everybody else says "oh, you smoke weed". Jason Adams, owner operator of Off Grid Recovery.

Gary Weber, why promote things that is a deficit to our family, but jumping beyond that, looking at the board as the rulers here, like others, where does the buck stop? Who is the contact person, who is in charge or who is controlling? Has not heard who is identified as that or are you going to create a committee before you actually vote on this? To actually have a policy for this to work? Critical to know all this before you can vote forward. Once you open the door, you can't go backward. We need somebody's name and contact to give the feedback and information when we require it.

Jason Jares, things he hasn't seen is the proof. Black and white, give us the numbers, the proof how has this helped people? He has yet to see the numbers. There have also been proposals from sites they are not going to do live events and come here tonight and it has listed to do live events, when told at the town board meeting that was not going to happen. A lot of deception going on. Mound systems are out in the country and has septic concerns to accommodate the number of people. This must be looked into before we issue permits to build. We need a detailed plan and not just give them a blank slip and let them put up what they want for whatever. Cattle farmers and everybody else has to abide by rules that are set by the township the government and everything else. We have to have our ducks in a row. If you want to get a feedlot permit, you can't just go here, I want a feedlot permit. There is a lot of stuff that has to get done before we can even get a feed lot permit. This stuff here should be no different. He has yet to see the black and white, the numbers, for even the township to see. No information given to us as far as proof.

Kathryn Craft, has family who has benefitted from CBD oils and candy. Her sister. There is people with multiple sclerosis and people who can't walk that need these dispensaries. They are all over. What is the difference between that and the narcotics the doctors prescribe that go down into the treatment systems, because you are peeing it out? Where does that go? Same place. But nobody ever talks about that. It's "Weed is bad" and that's all there is to it. There are so many benefits that her family personally has had. Her grandma was able to walk again. It is needed. It's not very good to talk about because people have put that in there "weed is bad". It's actually better than the narcotics they are giving you guys to take so you guys can walk.

Alan Halbersma, Todd County resident. Couple things. Tight water tank, who is taking it and how are they getting rid of it and where it's going? Second thing is there is another building proposed for the compost, and it is not incorporated in the plan, or in the proposed building, then this proposal is inadequate. It does not

include everything that she needs to make it functional and based on that, the board has every right to shut this down, and she would have to come before the board with a whole new proposal.

Nicole Zellgert, stated again, she wrote the letter the majority of the people have agreed with. Agreed with Alan, the second building is not on the proposal, should not be approved as she does not have adequate information on her CUP application. It was mentioned last month that corn and soybeans get shipped out never to be seen again, and that is not true. She listed several products made from corn and soybeans that are useful for the community and used in everyday life.

Jim stated if she has something that pertains to cannabis, let's hear it.

Nicole asked, what products are useful to the community made from cannabis? They contain THC or CBD. Those are not products that are useful in our County. Why should we allow a product that has no good use in our community? Not talking about medicinal uses, this is recreational use. Why do we want this? Didn't want to say where she was from at her college because Todd County was known for drugs. Stated she feels our County is finally getting out of that and now we want to put more into it? What are the benefits to the County? Our County tax return for cannabis this year is just over \$5,000.00, next year nothing. State took it away, we have no financial gain for this only loss of funding because now we have to have somebody check these illegal facilities, safety of our neighborhood, we ask to deny this. We do not agree with drugs. Set a president for our state.

Donniel stated there was some confusion on the two proposals.

Jim agreed.

Board discussion:

Ken, what did we come up with for the waste water?

Donniel stated they will work with the engineers to design the tank and follow State, Federal and local laws.

Ken stated it must be pumped out and hauled away, where is it going to go?

Donniel offered, there is a chain of command on that thing, for waste water, follow the general regulations, hauled to the waste water treatment plant.

Jim addressed Donniel, we know that she will have a tank, and asked if she has contacted anyone who will haul it or where they will take it?

Donneil, no.

Jim asked if this is passed, he asked for a condition to be added: a plan of who will haul it and where it is going.

Donniel, agreed.

Andy, addressed Adam, state laws pertaining to how Counties can permit these businesses, do we have a cap on cultivation?

Adam stated the only cap is the retail operations based on a population of 12,500, you must allow a minimum of one.

Andy what constitutes a business verses cultivation.

Adam stated in the statute, section 342.13 part (b) local control states except as provided in section 342.22 a local unit of gov't may not prohibit the establishment or operation of a cannabis or hemp business license under this chapter. The Section 342.22 is that retail cap. Outside of that, what the statute says is you can't prohibit the establishment of a business.

Andy stated so you can't prohibit the establishment of a business and this being a business?

Jim stated we talked to our land use lawyer and that is what he advised us.

Andy stated we can't arbitrarily just say "we don't want these businesses".

Adam stated in any CUP application, you can't just arbitrarily do that. When the Ordinance allows that as a conditional use, and they meet the requirements of our Ordinance, you can establish conditions to address any adverse effects, and then you are in a position to make that decision.

Andy stated he has fourteen documents that the board needs concrete documentation to present as part of the record. It might seem extraneous, but due to the fact there is so many unknowns and this is new, we need to do our due diligence to the "nth" degree. We have public health and safety we are responsible for to consider. In addition, there is some training the board is going to be doing on cannabis. They will be visiting a cannabis facility and going to be experiencing the sights, the smells, the operation, how it is laid out, the engineering and all that, so we know what to ask. What he would like to see detailed documentation on is:

- 1.) Security measures
- 2.) Security event response
- 3.) Complaint response and a time line
- 4.) Solid waste disposal process which would include the details on that outside shed that was referenced, how that process occurs and what happens to that solid waste
- 5.) Details of the liquid waste disposal process, so details on the tank, type of tank and where it is located, the size, who is going to empty that tank and where the contents are going to go.
- 6.) Detailed information on the back up power and energy systems as they are necessary for security & ventilation.
- 7.) Any State and Federal air quality permits that are going to be required, not so much that they have to get those permits, but what those permits requirements are the applicant would fill those applications out for those permits.
- 8.) State and Federal liquid waste permits and State and Federal solid waste permits
- 9.) DNR water usage permitting

- 10.) Fire Emergency protocol and responding time
- 11.) Once a year or every other year training for the local emergency response Fire protocol, as water used will be contaminated with THC and chemicals related to this production, if it is different from any normal fire.
- 12.) Better detailed plans of the main structure, including the doors, windows and ventilation system and location, plumbing, plumbing for fire suppression, emergency exits
- 13.) Detailed plans of all the structures related to the cannabis operation (compost shed and waste tanks)
- 14.) Better overall site plan with all of the dimensions and setbacks of the driveway, parking and over all layout of all of the building locations.

Andy stated it sounds like a lot, but in order for him to be comfortable approving this, he would to be comfortable with what the documentation looks like and how those are filled out.

Jim stated he would also like to add that if this gets passed, the County should have to get a copy of all of the permits required by the State.

Adam stated that is the general protocol for a CUP, set that as a condition and we identify that that permit is required before they take action on the CUP, we need those copies before we can record the CUP to the property.

Andy would like to see what that applications look like and how it the applicant filled them out, not necessarily submitted.

Jim stated he agreed, and engineered plan of the facility is would be helpful. Like the digester, new to the county, provided an engineered plan, the consultant was available to explain everything right down to the "T". Here, we have nothing, really.

Andy, to be clear, not looking for a way to deny or approve anything, just looking for a way to be able to address the concerns and make an informed decision.

Ken stated plans for the ventilation system, along with that, emission monitoring plans and what that consists of, and some kind of representation from who makes the air filters and explain their effectiveness. And to nail down exactly what the projected water use is.

Jim, stated a lot of that stuff, if you had a plan from an engineer would be covered.

Roger asked if the DNR has a say in how much water can be used?

Adam agreed the DNR issues the permits for water withdrawals and would get involved with water usage once you meet the threshold of 10,000 gallons a day or 1,000,000 gallons a year. Then the applicant must provide all of the pump tests and those sorts of things to get those permits.

Adam stated most of these things are listed in the rule or are required to be submitted to the State to get the license from the Office of Cannabis Management.

There was discussion on time frames and deadlines and Adam stated the Planning Commission's role is done here, and must decide tonight to be able to submit it to the Commissioners on time. Adam addressed Donniel and stated unless she is willing to table it for more time, as it must come from her, the board must decide with what has been submitted.

Ken, one comment on proposed condition #11, Federally, this is an illicit drug, and she would not be able to raise cannabis. We need a legal opinion on this, although no federal enforcement on this, doesn't say it is not coming.

Donniel stated she would like to see the process done well and she is happy to provide the time the board needs to do that and feel comfortable with your decision. She stated she would need a better understanding of what the costs are around the expectations with knowledge she may not get the permit. Are the costs worth the risks?

Andy stated they are not willing to risk it being granted by their non-decision tonight, as the time has run out.

Adam informed Donniel granting time must be done from her and in writing, prior to the board tabling.

Donniel agreed, she will sign the extended time now and stated in response to the public feedback, her first time in Browerville, the football team was going to state, and they were looking to buy land somewhere. She was so impressed with the community, and it was part of the reason they wanted to be here at all. This has been a very different experience with the community. If they decide not to do this, or if they are not approved, it has nothing to do with tucking tail, but making decisions for where they feel they belong, and where they can be happy. She appreciates everyone taking the time and appreciates the comments, whether for against her, it is not personal, but does give her some insights into what she may or may not want to do going forward.

Andy offered to provide his list to Donniel and the board.

Adam had Donniel signed an extension for an additional sixty days. That would put our new deadline, for the commissioners to make their decision, it has to be completed before Feb 7<sup>th</sup>, 2026.

Andy moved to accept Donniel's request to table it, second by Roger.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Ken Hovet	Yes
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried, tabled until Dec. 4<sup>th</sup>, Andy will e-mail the list to board and Adam.



Jim called for a short recess at 7:20 p.m. and resumed at 7:26 p.m.

**AGENDA ITEM 2: Off Grid Recovery Community Inc.-Section 18, Bartlett Township, Site Address:**  
48650 County 23, Verndale, MN 56481 PID: 01-0018200

1. Request a CUP to grow either up to 5000 sq. ft. of cannabis in a secured area, to host onsite cannabis events, and operate an onsite thrift store all located in AF-1 Zoning District.

Jason Adams and Katheryn Craft were present as the applicants.

Staff Findings: Adam read through the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

**Options for tonight:**

A motion to recommend approval to the County Board of Commissioners with conditions.

A motion to deny the request by establishing findings to support the denial.

A motion to table the request to allow for additional review time.

**Proposed conditions if approved:**

1. All exterior lighting shall be compliant with MN Rule 9810 but shall not cast light beyond the property boundary.
2. There shall be no signage of the business allowed at any time.
3. Operations must comply with all requirements of the Office of Cannabis Management.
4. A wastewater holding tank must be installed to contain all water used for the growing process per MPCA regulations.
5. Establishment of a commercial grade fence around the perimeter of the cannabis operation.
6. Applicant must obtain DNR water appropriations permitting water usage in excess of 10,000 gallons per day or 1,000,000 gallons per year.
7. Once issued, this CUP may be revoked, following notice and hearing, and upon finding(s) established by the Planning Commission that the subject property and/or use of the property is not in compliance with the conditions of approval as stated herein.
8. Applicant shall allow for periodic review of the property by County staff.
9. Applicant must abide by all other applicable Federal, State, and local standards.

**Proposed findings for denial:**

1. The proposed structure for the growing operation does not meet the required setback distance of 500' to a residential structure.

**Correspondence received:** None

Jim read through his power point presentation. This power point may be viewed in full, upon request at the Planning and Zoning Office. Explained the 500-foot setback was new to him. Would like to use a storage container to sit on a concrete pad. Lockable and anchored to the concrete pad. Fenced in and also has dogs for security. Just a start up, not looking to do the whole 5,000 sq. ft. canopy. Would like to work with the community, did not want to be viewed in a bad way. It took a lot of people in MN to get these laws passed. To

turn a blind eye because we don't understand, he thinks is wrong. Stated he will not have a drop of water coming off of his facility because he does not use hydroponic water, where the actual plant is grown within water rather than soil. He stated the hazardous waste material coming off of this plant is like a leaf coming off a Maple tree. It falls, dries up, crinkles up and can be composted easily. The sticks and stems that can be ground off and mulched stored within the fenced in area. As far as response times, he feels he is out in the middle of nowhere. Let's see how it goes and see what happens, and does not want to live a life of a bunch of people hating him. He sees an opportunity here, he is an entrepreneur and has been through the recovery industry with his son, trying to keep him alive for the last eleven years. He is doing well now, is sober and is using medicinal marijuana in his treatment program. He thinks there is a lack of education in this and that is scary. It has been classified as the devil's weed, since it went into prohibition right around the time of alcohol. Continued with his power point. He added they are not interested in getting kids hooked on drugs or create problems, that is not what they are here for. When you look at the drug dealers in these towns, they are making money hand over fist and using it to get more people hooked. He is looking to utilize a plant to fund this "give back" to the community initiative. Some of the programs he has intended on initiating are Music and Art therapy, animal care, two-way donation thrift store, that has already been active. They now have three outbuildings filled with donations already, giving back to the people coming out of jail, coming out of treatment, coming out of places people do not want to look at. They are the ones that are there to support them and to give them household goods, blankets, clothing, shoes and food. The proposed storage container is 324 sq. ft. of grow space, indoor, locked, nobody is getting in it, nobody is getting past his dogs. State requires cameras on site for the grounds and grow areas for monitoring. Once he has harvested, the product, that would be picked up by a licensed transporter individual through the state, to transport to local and state dispensaries. He has no part, other than packaging and labeling. That would all be done within the closed structure. It is such a small structure, there will be ventilation. Do not want to be the biggest marijuana growers in MN. They are looking for a way to fund this initiative. They have already tried the opioid grant fund and did not receive that. Being an advocate for cannabis, he did see the opportunity for us all to learn from each other, to make this not so scary. He is happy to talk to anybody with any questions. He is there for folks, weather this is approved or not, so far, this has been all out of his pocket, and it has already been proven to be successful, helping people maintain sobriety and creating a sounding effect through their families. He has shown who he is and shown what he is about, he has put himself out to the community. Hope this gets passed. As far as the events, he would have private ticketed events in order for him to give back to these initiatives. He likes to have the thrift store, but it's not cheap. Still has the mortgage every month. As far as response time, this is a steel structure you would need a blow torch and a huge truck to get through to it. You would have to get passed the five dogs. Back to the power point, since the 500-foot setback didn't work out for the original structure, he is going with the storage container. Limited on space and funding now that the Music stage had to be converted to a growing area. People coming out of treatment use music to find their way again and having a musical group as a healthy thing, not like we are having their kids over, not like we are inviting strangers over, as part of the community, is to know him personally. He has had to evict people out of his house in this recovery side of things, trying to be a sober living environment for folks. He's seen first hand at how much Meth, oxy and cocaine is out here. It's the folks coming out of rehab who do not know where to turn. This phase three is this outbuilding to enclose for the flowering plants as they must be separate from seed plants and those germinating.

Jason continued, the 40-foot container could generate \$12,000 worth of "give back" to the community the first year and more than willing to do this in a respectable manner. It could be existing youth programs, or

schooling stuff or work with the board to where it needs to be allocated. Has been a businessman for thirty years. This is new to MN all are learning as they go. As far as property values comment, Colorado, he knows firsthand, that is false. He hung out with a lot of those guys and they said property values were going nuts, like a gold rush of sorts. Colorado was the first state to legalize. Since, many other states have legalized. Jason stated Trump has talked about legalizing it. He is seeing a lot of rules changing fast.

**Public Comment:**

Jan Jares, same concerns as the first application. Asked if the thrift store was operating now?

Jason stated he is taking in thrift store items, but it is closed for the season.

Jan asked the board if he could be operating the thrift store if there is no CUP?

Adam stated his goal is to correct that violation, as it should not be operating without a CUP.

Jason stated he is taking in donations to give back to the community.

Jan mentioned he stated he will host onsite cannabis events, heard him say you are only going to sell tickets to get in...

Jason, gated.

Jan, basically an onsite cannabis event is people basically getting together smoking pot?

Jason, yes. Just like his neighbor, hosted a huge party with 50+ cars that showed up and is sure there was alcohol served there, which he is against alcohol, but has maintained his position it is his business over there.

Jan continued, so if this is passed, he has an event, who is going to come and check it out?

Jason stated he would need to hire security people on site, checking a head count, max of 30 or 150 people with wrist bands.

Jan stated she is concerned when all of these people leave to drive home, she does not want to meet them in a car on the highway. Just a concern.

Jason Jares, according to agenda either up to 5,000 sq. ft., is that outside or inside? Trying to get the facts straight. How can they afford security for these parties? Still no black and white on paper. Prove Todd Wadena has higher than average opioid addiction. Jares stated he, himself, is on an opioid program that is closely monitored by doctors and no one has mentioned that. There is a lot of stuff being said he doesn't agree with. In the last week, our government found out the "feed our kids program" had 214 million fraud.

Jim redirected that has nothing to do with this application.

Jason Jares stated there are government grants out there for this and who is going to monitor for fraud? You have to think about the grant fraud. We elected you guys to watch out for this stuff. You have to take into consideration, yes, we can do this, but how are we going to police this, how do we make sure there is not fraud? How do we make sure these bags are labeled, sealed under lock and key like when the casinos deliver their money to armed security guards where it is a sealed unit? Or they tag it and it gets busted open before they get to this stuff? Septic concerns, too. Wished they would check into all of this before approving anything.

Michelle VanHavermaet, has same concerns, her property on east and west side, if he is encroaching on her property already, how can we trust he will keep everything he says he's going to do all on his property and not encroach on her property more? How close the music building facility has to be from her fence and has questions for separate septic system for events. Security lights on facility should shine down, so they don't encroach on property.

Ken asked how he is encroaching on her property?

Michelle stated with his animals chasing her livestock, deer and waterfowl animals on her property. He has been talked to numerous times and he still does not keep them off.

Wally Wiese, Stowe Prairie township, has question on cannabis events, how do you plan on housing these people when there is no housing available?

Joe Richter, can anyone come to these pot smoking parties? Can he bring his grandkids? How would you feel about that? You are not out in the middle of no-where, you are in our community.

Jim directed him not to address applicant, only the board.

Joe stated he does not want drugs in Todd County and does not want them in his neighborhood.

Carrie Jares, she would agree and we might be in the middle of nowhere, but we have a church on 76<sup>th</sup>, South of his property, and a daycare and we have a volleyball league South of his property. We still have these community things going on and this feels icky. Commercial, operating a thrift store, how is it taxed for Bartlette township? Expects the board to make them jump through all the hoops as the rest of them, when they build a building. The board needs to know when they wipe their butt last, before they can put up a building. This is a lot bigger of an issue, and expects the board to do their due diligence even though it takes extra time.

Gary Weber, for his business, he had to get a commercial zoning, is this considered a business, has it been addressed as a commercial entity? Do the venues have to call down and get a permit from the board on every venue, for parties, no different from a dance or parties like that or private venues?

Adam stated our Ordinance does allow for temporary cannabis events, that was in the model ordinance that the County adopted and we added additional standards to it. It does require an individual license per event and there is required information that the applicant gives to the County. Once the application is complete we

bring it to the board of Commissioners for approval or denial. A temporary cannabis event must meet the following standards:

- \* except for low-potency cannabis edibles, on site consumption is prohibited
- \*temporary cannabis events shall only be held between the hours of 10 am and 9 pm
- \*temporary cannabis events are prohibited in shoreland and residential zones (not applicable in this case)
- \*adequate off-street shall be provided for all attendees
- \*restroom facilities shall be provided for the duration of the event
- \*disposal of trash, garbage and recyclables shall be provided for the duration of the event
- \*event security shall be provided for the duration of the event at the expense of the permit holder

Gary asked for clarification on how they apply per event.

Adam stated they apply with P & Z, then we submit to the Commissioners for approval, pending they supply all of the information.

Gary asked if they had commercial insurance?

Adam stated that is not a requirement of the ordinance so we could not request it of them.

Doug Hammer, does the non-per profit status affect anything to do with the CUP?

Adam, not that he can think of.

Doug stated the applicant has stated he is already helping people transition back into the community, and he has already had to evict people from his residence, is that something that requires a CUP? Doing that out of your house? Doug continued, the way he sees it, if you are evicting people out of your house for drug use and putting them out into the community, you are already threatening the safety of the community.

Adam stated he would have to know more about what is actually happening to answer that.

Nick Jares, for the record, just asking the board to deny it or at the very least, table it, for lack of information and has not seen enough information.

Amy Mordal, weed is legalized now. It is no different than when you guys go to the liquor store and getting a bottle and what people do after they go buy that bottle is kind of their business. So, if we don't move forward going with this, just like they did with the alcohol, what, why are we really doing? Why are we even going and doing it at all? Isn't that what we are supposed to be doing is moving forward? Yeah, we don't have all of the information yet, but how are we going to get that information if we don't try?

Board discussion:

Jason Adams apologized for the Husky dogs, they were rescue dogs, and he does have a surrender date for both to the Humane society, in December. Regarding facilities for bathrooms, port-o-potties are easy to rent. Where might they stay? Camping is good these days, or bring in RV's, sit around the fire and sing Kumbaya all

night. As far as evicting folks, just like anybody else who chooses to rent out a bedroom in their house, doesn't believe it requires a conditional use permit. His rule was "no drug use and they decided to bring in drugs, and this wasn't him handing them drugs. These people are already in your community, coming out of Wadena and Todd County.

Jim asked how many people would be attending the events?

Jason Adams stated he would feel overwhelmed by over 50. Wants to keep it under control, mellow-fellow, not people in their 4 x 4's tearing up the yard. Keep it a quiet, a nature, Holistic Retreat environment.

Andy, Advertising these events?

Jason stated however he could legally advertise according to Local and State rules. Things like Tic Tok does not allow you to talk about it, but things like Face Book will. He uses both platforms and respectable to both. These are private events and it would not be open the public, it is for cannabis events. He has had get togethers that do not involve cannabis, just art projects, or help out around the farm to keep their hands busy and off of drugs.

Tim asked Adam what is allowed for onsite consumption at these live events?

Adam read out of the Ordinance, except for low potency cannabis edibles, onsite consumption would be prohibited.

Jason Adams stated they do have sober events, trying to cater to the different communities.

Roger stated, with alcohol, if you want to drink, don't come down the road and hit me, because I am not drinking. He chooses not to. To him it is like getting high on alcohol. This has a little more medicinal than alcohol. His wife haws had two surgeries on her back and just last week tried gummies for the back pain, to see if it helps.

Tim is this CUP for the event, because each event has to be separate, or the thrift store or is this to address it all together? He is already non-compliant with the thrift store, and we don't usually double up on CUP's.

Adam stated the proposal was to address it all in a single application. In order to come into compliance, we have to get the CUP issued.

Tim suggested why not treat them as individual, get one into compliance, before we go forward with anything else?

Adam stated we could.

Jim stated he would be more comfortable having them separate also.

Andy stated he had a list of five different things, growing, wholesale sales, retail thrift sales, events and/or music, since they have to get permission and apply for each event. Music at that event would be included.

Jason Adams explained part of the micro-business license, they are the ones that put in terminology like a smoke lounge or events and it would be included in that license. It was the one he qualified for and includes it all. So, the plan has been changing as he is trying to work with community to see what works. He won't have events if there is such an uproar over it. His neighbor didn't have to go in front of sixty people to have party last year. A little hard to swallow.

Andy this doesn't allow cannabis to be sold on site? And does that include selling or providing?

Adam, right because it is not allowed in agricultural zoned, and we consider them the same.

Ken, been listening to the responses to a lot of questions and even in your application asking for up to 5,000 sq. ft. of growing indoors or up to half an acre outdoors. Which is it, because you can't do both.

Jason indoor.

Ken scratch off the outdoor?

Jason, yes.

Ken stated three different buildings suggested, which one is it?

Jason stated the building proposed is not actually there yet, it is an AI image that would sit between the storage unit and the red building.

Ken realize a 500-foot setback to neighboring residence?

Jason yes, that is why he changed the location and went with the storage container (phase one). The setup is the grey (storage container on cement slab) one for seedlings, and for germination, the red one. Trying to stick with the project and get as many naysayers to be okay with it. Hope that they would respect the fact he does not care what they are doing in their yards, and he is all for being legal beagle. Everyone else is quietly growing it illegally and just giving it away and he is trying to do it legally. He is looking to capitalize on it and give back to the community.

Discussion on creating a precedence for what plans the applicant must submit, like the previous applicant, such as Andy's fourteen items.

Discussion on separating out the different requests for different CUP's.

Tim stated when something is out of compliance, we have never added more. Not on a beef farm or feedlot or campground. That is where the board will be with it, too. Get one into compliance, and go from there.

Jason Adams and Kathryn also offered to separate the thrift store from the cannabis.

Andy asked if we need to specify how often or when for periodic review (#8)?

Adam stated in general that is to make it clear for the applicants to be aware we may verify compliance with the Ordinance for any CUP's issued.

Andy, lights condition? When they apply for events does that include providing security?

Adam, yes, hire their own security, at their own expense, and provide some sort of verification when they apply for events, some sort of contract between applicant and security team. Before he brings that application to the commissioners, he will make sure a contract is included for verification.

Tim, do we need proof of insurance for the events?

Adam, no, not in the Ordinance.

Andy,

1. Rehabilitation, renting group home.
2. Thrift
3. Campground
4. The documentation of the fourteen items, to be fair, from the previous applicant.

Discussion on adding the same conditions as Robinson's, to be fair.

Ken made the motion to table for more information, Lloyd seconded.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Ken Hovet	Yes
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried to table until next month's meeting for more info.

Adam announced, December 4<sup>th</sup>.

Jim called for a short recess at 8:40 pm and resumed at 8:47 pm.

**AGENDA ITEM 3: Sexton Family Cabin, LLC-Section 25, Birchdale Township, Big Birch Lake**  
**Site Address:** Angus Trail, Grey Eagle, MN 56336 **PID:** 03-0059500, 03-0060200 & 03-0060500



1. Request to Create Sexton BBL Legacy, a 2.92-acre, one lot Plat by combining lots in Recreational Development Shoreland Zoning District.

Thomas Sexton was present as the applicant.

Staff Findings: Adam read through the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

**Additional Information:**

DIRT Team Comments:

Josh Votruba and Kasen Christiansen, Todd SWCD – “Kasen and I both reviewed the preliminary plat drawing and have no comments or concerns on our end. The wetland boundaries on the drawing look accurate.”

**Recommendation:**

A motion to recommend approval to the County Board of Commissioners with the following conditions:

**Proposed Conditions:**

1. No conditions

Correspondence received: None

Public comment: None

Board discussion:

Roger mentioned there is an abandoned well and looked like a sewer.

Thomas there was an old cabin that had a fire and burned down. They identified the old well and filled sealed everything and also had the DNR out there.

Andy asked for more clarification on the plat.

Adam explained, outside of this process, Tom worked with us to combine those three lots into one singular lot. This proposal is essentially going to create a one lot plat that is going to split what you see there away, and also create an out lot that cannot be built on.

Roger motioned to approve with the no conditions, Ken seconded.

Conditions:

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Ken Hovet	Yes

Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried to approve the application and stated it will go to the commissioners on November 18, 2025.

Ken motioned to adjourn and Andy seconded. Voice vote to adjourn the November Planning Commission Meeting, no dissention heard. Motion carried and meeting adjourned at 8:56 PM.

DRAFT

## Planning Commission Staff Report

November 6th, 2025

Completed by: Adam Ossefoort

Site visit completed for Robinson site by Adam Ossefoort and Jim Pratt on 8/28/2025

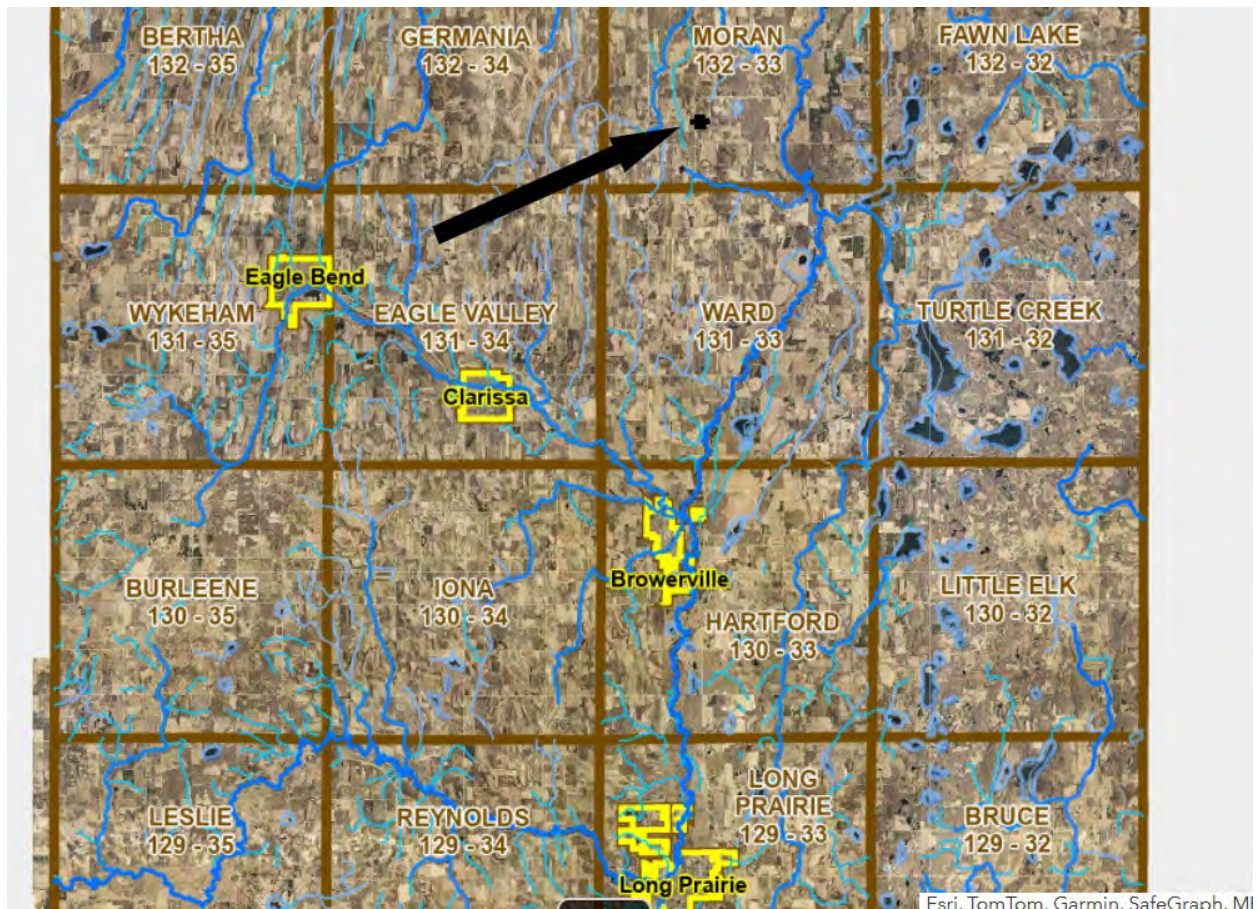
Site visit completed for Adams site by Adam Ossefoort and Ken Hovet 9/24/2025

Site visit completed for the Sexton site by Adam Ossefoort and Roger Hendrickson on 10/29/2025

### AGENDA ITEM 1:

<b>Applicant</b>	<b>Donniel Robinson</b>
<b>PIN</b>	<b>19-0029102</b>
<b>Site Address</b>	<b>40324 County 21</b>
<b>Zoning District</b>	<b>AF2</b>

**Applicant Request:** Request to build a 60'x120' building to grow cannabis indoors as a licensed microbusiness, according to Statute, in AF2 Zoning.







Site Image



Site Sketch provided in application



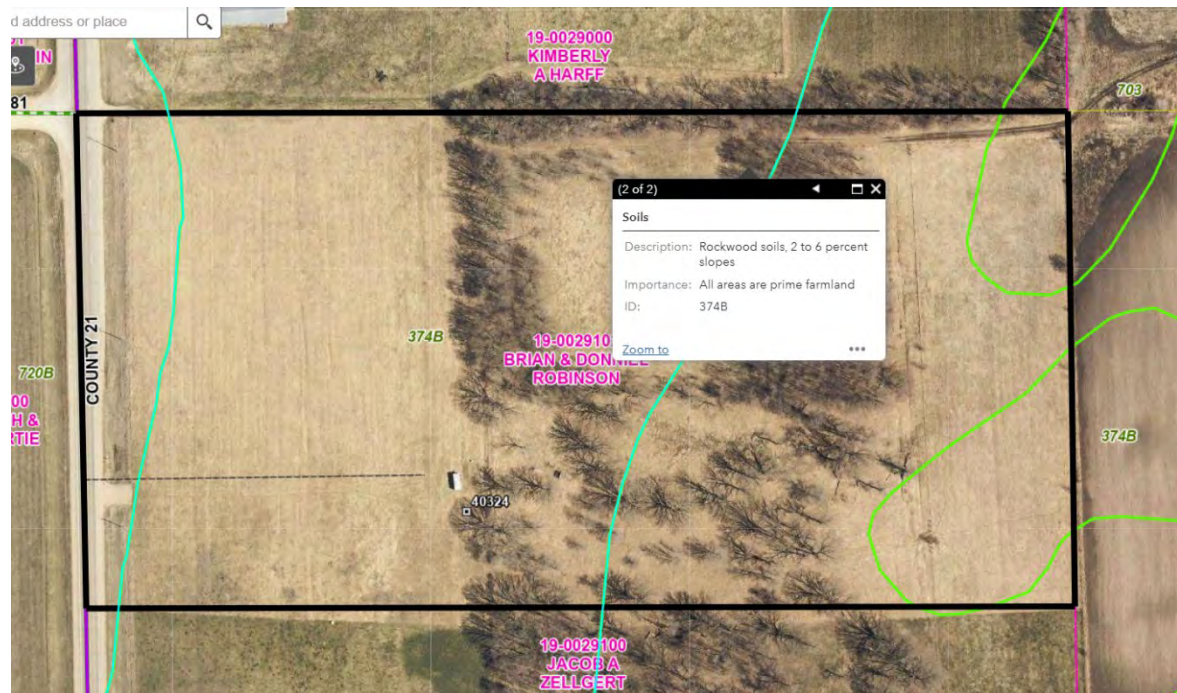


Zoning



Topography and wetlands





**Soils**

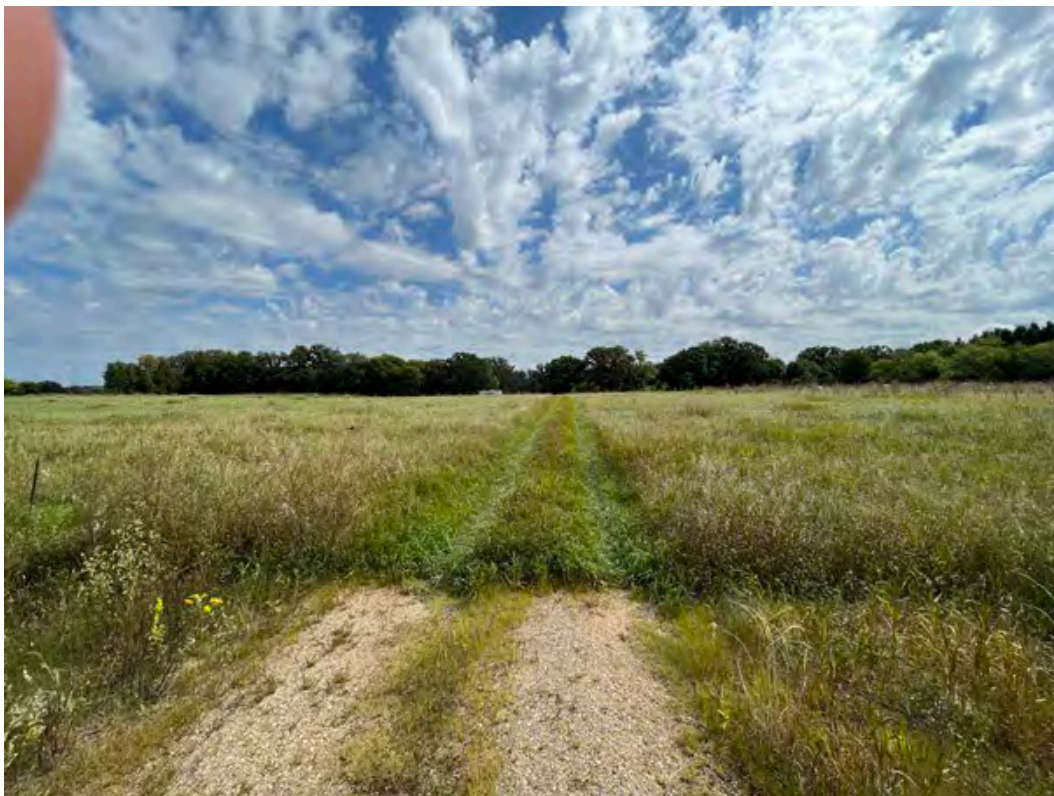


**Looking north across the property**





Looking south



Looking east from County 21





Looking north down County 21 from the site access



Looking south



## **Application Considerations:**

### ***1. Is the use in conformance with the purposes of the Comprehensive Plan?***

The Todd County Comprehensive Plan does not specifically address Cannabis related businesses.

Land Use Guiding Principle #1 – Promote and guide the orderly development and growth in Todd County in a fair and common-sense manner.

Land Use Guiding Principle #2 – Optimize the existing and future use of our land resources, to be consistent with good economic development practices and concern for the environment, in ways that minimize conflicts between citizens of the County.

Land Use Guiding Principle #5 – Control the disposal of solid, chemical and hazardous waste in the County.

Economic Development Guiding Principle #2 – Look to local options first but do not become isolationist.

- Recognize that bringing resources in from outside the County might be the only way for significant growth to happen and support the search for reasonable alternatives.

### ***2. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding property.***

The proposed Conditional Use would not impede the normal and orderly development of surrounding properties. Reciprocal setbacks do exist for establishment of a school, day care, residential treatment facility, public park, and a residence.

### ***3. The applicant, in the opinion of the Planning Commission, has demonstrated a need for the proposed use and is reasonably related to the overall needs of the County and to the existing land use.***

The existing land use of the area is mostly agricultural based. Cannabis is a new industry to the State of Minnesota. This proposal allows for new business to be conducted within Todd County.

### ***4. The use will not create an excessive burden on infrastructure, including parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.***

There are no parks, schools, streets or other public infrastructure in the vicinity. The public roadway is a paved County highway intended for higher traffic volumes.

Comment from Loren Fellbaum: "The construction and operation of this building on this parcel will have no measurable impact to the operation of County Road 21."

### ***5. The use will not create a pollution hazard or other detrimental environmental effects both during and after construction. Effects to be considered shall include, but not be limited to, soil erosion and sedimentation, pollution or other degradation of surface waters and ground water supplies, impact on water supply, and adequacy of sewage treatment.***

There are no surface waters in the vicinity of concern to the application. Impacts on groundwater supplies and groundwater quality should be considered.

A new septic system is proposed for discharge water from the operation. A standard septic system would be sufficient for normal sewage waste but may not be sufficient for discharge waters from the grow operation.

***6. That adequate measures have been or will be taken to sufficiently minimize traffic congestion and provide sufficient off-street parking and loading space to serve the proposed use.***

The proposed structure for the operation is set back off the roadway and has adequate space for off-street parking and loading space. Traffic congestion is of minimal concern as the operation is proposed to have no more than 7 total employees (including the owners). This operation will not have any retail sales on the site so customer traffic will be very limited.

***7. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise, glare, appearance and vibration so that none of these will constitute a public nuisance.***

Odors, fumes, dust, and noise would be the main areas of concern with this application. Glare and appearance can be addressed with screening conditions.

The applicant shall demonstrate that all components will not rise to the level of creating a public nuisance.

***8. The intensity of the proposed use is not inconsistent with the purposes of this ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.***

Cannabis cultivation is identified as a conditional use in AF2 zoning.

**Additional Notes:**

Minnesota Statute, Chapter 342 was initially established in 2023 to legalize adult use cannabis in the State of Minnesota. The Statute allows for local governments to set reasonable restrictions on the time, place, and manner of the operation of a cannabis business.

Todd County adopted Article XII of the Planning and Zoning Ordinance to establish local standards for cannabis business which took effect on January 1, 2025.

Minnesota Rules, Chapter 9810 was established in April of 2025. Chapter 9810 sets statewide standards for adult use cannabis businesses.

The applicant has received a preliminary microbusiness license from the Office of Cannabis Management.

A microbusiness can:

- **operate:** A single retail location. Can allow on-site consumption on a portion of its premises where customers can consume edible cannabis products and lower-potency hemp edibles.
- **grow:** Up to 5,000 square feet of plant canopy indoors or up to one-half acre of mature flowering plants outdoors.
- **transport:** Between facilities under same license holder.
- **sell:** Immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and customers.

A retail operation would not be an allowed use in this particular zoning district. The applicants could operate one retail operation but would need to be located offsite from this property.

For indoor cultivation, the canopy is measured by calculating the total square footage of each distinct cultivation area containing mature, flowering cannabis plants. Distinct cultivation areas include trays, tables, and shelves or may be demarcated by trellising, tiers, or other identifiable boundaries. A cannabis cultivator must not plant, propagate, harvest, or store cannabis plants in an area that is not identified in the cultivation plan or at a site that is not approved by OCM to cultivate cannabis.

What is the anticipated water usage of the operation?

Is there discharge water that needs to be treated? If so, how is the water proposed to be treated?

How are waste materials proposed to be managed?

Security of a cannabis business is established in MN Rule 9810. Required security measures consist of an alarm system, video surveillance, lighting, locks, and an immediate response protocol that must be initiated within 30 minutes after a security event occurs. Additional security features can be implemented that do not violate local, state or federal laws.

A cannabis business must also develop, document, implement, and maintain effective security measures that protect against theft and diversion of cannabis products.

A cannabis business may erect a commercial grade fence around the perimeter of the cannabis business. Fencing must meet local standards.

Is there a need for establishment of screening from neighboring properties and the public roadway?

The Office of Cannabis Management by rule has an expediated complaint response protocol. Initial response to the complaint must be provided within 7 days and any necessary inspection must be completed within 30 days.

**Options for tonight:**

A motion to recommend approval to the County Board of Commissioners with conditions.

A motion to deny the request by establishing findings to support the denial.

A motion to table the request to allow for additional review time.

**Proposed Conditions if approved:**

1. Establishment of a commercial grade fence around the perimeter of the cannabis operation.
2. All exterior lighting shall be compliant with MN Rule 9810 but shall not cast light beyond the property boundary.
3. Establishment of vegetative screening on the north, west, and south sides of the cannabis operation on the exterior of the fencing. Vegetative screening shall consist of two rows of conifer trees that are no less than 10' tall at the time of planting. Trees in each row shall be offset from each other to provide maximum screening potential.
4. There shall be no signage of the business allowed at any time.
5. Applicant shall allow for periodic review of the property by County staff.
6. Applicant must abide by all other applicable Federal, State, and local standards.

**Updates for 10/2/2025 Meeting:**

**30-minute response protocol (MN Rule 9810.1500)** – The rule does not specifically state that the land owner/business owner shall be on site within 30 minutes. A representative, operator, or employees could respond to the protocol within 30 minutes.

Subp. 2. Required security measures.

A. Security measures under this part must include: (1) an alarm system; (2) video surveillance; (3) lighting; (4) locks; and (5) an immediate response protocol that must be initiated within 30 minutes after a security event occurs.

**Impact on electrical grid** – From Todd-Wadena Electric Cooperative “I did speak with both our operations manager and our staking engineer regarding the cannabis operation. Both confirmed that this service was built with a large enough capacity and even if it were to be overloaded, it would only burn their fuses/equipment not affect the grid. Also, there is no concern for reliability or capacity from a grid perspective if this load were to come to fruition. In short, there should be no concern regarding the capacity or reliability for the community.”

**Increased security requirements** – Nothing in the Statute or Rule specifically states that the County can or cannot require higher level security than what is stated in the Statute and/or Rule. This is an unknown area but the Statute does state the County can set reasonable standards as to the time, place and manner.

**Handling of waste water** – Waste water from the cannabis operation needs to be separated from the standard sewage waste from the facility. Components of growing cannabis, such as pesticides or fertilizer, are prohibited from entering a standard septic system. MPCA is currently guiding cannabis business operator to contact MPCA Industrial Waste Division for permitting, if needed.

**Air filtration system** – MN Rule 9810 requires plans for ventilation and air filtration systems as part of the cultivation plan requirements to receive the state permit.

**Property value impacts** – Response from Chris Odden, Todd County Assessor – “The primary method used to determine the value of real estate is the “Sales Comparison Approach”.

This method involves the Assessor’s Office reviewing local, similar sales of comparable properties to determine the current value of real estate.

In regards to the cannabis business example you provided; we don’t know what effect, if any, the business will have on the market value of the neighboring properties until we have actual sales of neighboring properties.”

**342.13(b) Local Control** – states “Except as provided in section 342.22, a local unit of government may not prohibit the establishment or operation of a cannabis business or hemp business licensed under this chapter.”

**Options for tonight:**

A motion to recommend approval to the County Board of Commissioners with conditions.

A motion to deny the request by establishing findings to support the denial.

A motion to table the request to allow for additional review time.

**Proposed Conditions if approved:**

1. Establishment of a commercial grade fence around the perimeter of the cannabis operation.
2. All exterior lighting shall be compliant with MN Rule 9810 but shall not cast light beyond the property boundary.
3. Establishment of vegetative screening on the north, west, and south sides of the cannabis operation on the exterior of the fencing. Vegetative screening shall consist of two rows of conifer trees that are no less than 10’ tall at the time of planting. Trees in each row shall be offset from each other to provide maximum screening potential.
4. There shall be no signage of the business allowed at any time.
5. Applicant shall allow for periodic review of the property by County staff.
6. Applicant must abide by all other applicable Federal, State, and local standards.

**Proposed findings for denial:**

1. Is the proposal in conformance with the Comprehensive Plan?
2. Has adequate information been provided to address the potential for discharge waters that may not enter the standard septic system?
3. Is the intensity of the proposed use reasonable for the area in which the use is proposed?
4. Are there potential negative impacts to surrounding properties that cannot be addressed by conditions? (odors, noises, visual impacts)
5. Is there sufficient access to emergency services?
6. Does any portion of the proposal have a detrimental impact on the health, safety, and welfare of the general public?

**Update for 11/06/2025 Meeting:**

**Subp. 3. Cultivation plan requirements.**

A. A cannabis cultivator must indicate in the cultivator's cultivation plan whether the cultivator plans to cultivate cannabis indoors or outdoors. In addition to application and business plan requirements in Minnesota Statutes, sections 342.14 and 342.25, a cultivation plan for indoor or outdoor cultivation must include information describing:

(1) the proposed size and layout of the facility areas that the cultivator will use exclusively for cultivation, including a diagram indicating the total canopy;

(2) a diagram of the proposed ventilation and air filtration systems;

(3) plans for providing electricity, water, and other utilities necessary for the normal operation of any cultivation activities;

(4) plans for wastewater disposal and solid waste disposal for any cultivation activities;

(5) plans for recycling any supplies or environmental inputs for cultivation, including water and packaging materials;

(6) a pest management protocol that incorporates integrated pest management principles as defined in Minnesota Statutes, section 17.114, subdivision 2, paragraph (b), to control or prevent the introduction of pests to the cultivation site;

(7) the vendor name, vendor contact information, and invoices for all products intended for propagation, including propagative material such as seeds and clones, fertilizers, nutrients, and pest control products that are chemical or biological;

(8) procedures for operational record keeping to accurately identify all crop inputs that the cultivator will enter into the statewide monitoring system and declare for laboratory testing, regulatory review, and inspection;

(9) a description of batch numbering that the cultivator will use;

(10) growing schedules that include each seeding date, planting date, or cutting and propagation cycle date, as applicable;

(11) harvesting timelines and methods;

(12) methods for drying, curing, and storing cannabis; and

(13) a security plan as described in part 9810.1500.

B. A cultivator must:

(1) regularly update the cultivator's cultivation plan; and

(2) provide the office a copy of the cultivation plan upon request.

Subp. 2. **Waste and disposal.** A cannabis business must determine the classification of all waste, including cannabis waste, of the business. A cannabis business must ensure that all waste is stored, secured, maintained, and disposed of in accordance with this chapter and all other applicable local, state, and federal laws and regulations.

Subp. 3. **Disposal of nonhazardous cannabis waste.** A cannabis business must render nonhazardous cannabis waste for disposal unusable and unrecognizable before allowing the nonhazardous cannabis waste to leave the premises of the business. A cannabis business must follow the requirements of part 7035.2836 when composting unusable and unrecognizable nonhazardous cannabis waste.

Subp. 4. **Disposal of hazardous cannabis waste.** A cannabis business must render hazardous cannabis waste nonretrievable before allowing the hazardous cannabis waste to leave the premises of the business. A cannabis business must follow the requirements of chapter 7045 when handling hazardous cannabis waste.

Subp. 5. **Cannabis waste exceptions.** The following materials are not considered cannabis waste and do not require treatment to render the materials unusable and unrecognizable or nonretrievable, provided that the cannabis does not contain any cannabis flower or leaves with any visible trichomes:

- A. root balls, soil, or growing media;
- B. stalks of cannabis plants; and
- C. leaves and branches removed from immature cannabis plants.

**Proposed Conditions if approved:**

1. Establishment of a commercial grade fence around the perimeter of the cannabis operation. Gated access shall be equipped with electronic key access limited to the owners and employees only.
2. All exterior lighting shall be compliant with MN Rule 9810 but shall not cast light beyond the property boundary.
3. Establishment of vegetative screening on the north, west, and south sides of the cannabis operation on the exterior of the fencing. Vegetative screening shall consist of two rows of conifer trees that are no less than 10' tall at the time of planting. Trees in each row shall be offset from each other to provide maximum screening potential.
4. There shall be no signage of the business allowed at any time.
5. Operations must comply with all requirements of the Office of Cannabis Management.
6. A wastewater holding tank must be installed to contain all water used for the growing process per MPCA regulations.
7. Applicant must obtain DNR water appropriations permitting water usage in excess of 10,000 gallons per day or 1,000,000 gallons per year.
8. Carbon air filters or higher technology must be installed for filtration of all air exiting the facility.
9. Detailed building plans designed by a licensed engineer, architect, or person of equal qualifications shall be provided in full to Todd County prior to issuance of any land use permits.
10. Applicant shall allow for periodic review of the property by County staff.
11. Applicant must abide by all other applicable Federal, State, and local standards.
12. Once issued, this CUP may be revoked, following notice and hearing, and upon finding(s) established by the Planning Commission that the subject property and/or use of the property is not in compliance with the conditions of approval as stated herein.



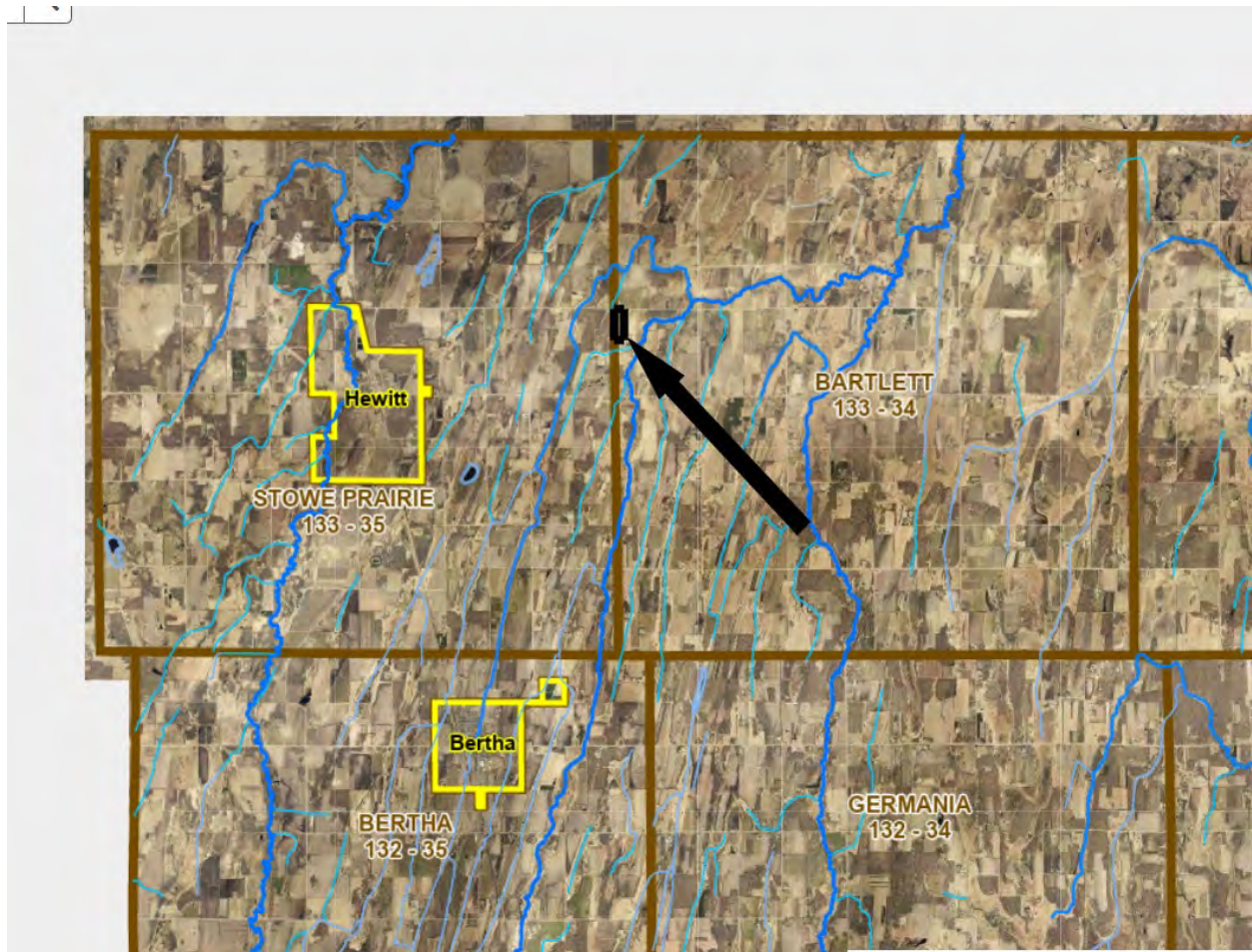
**Proposed considerations for denial:**

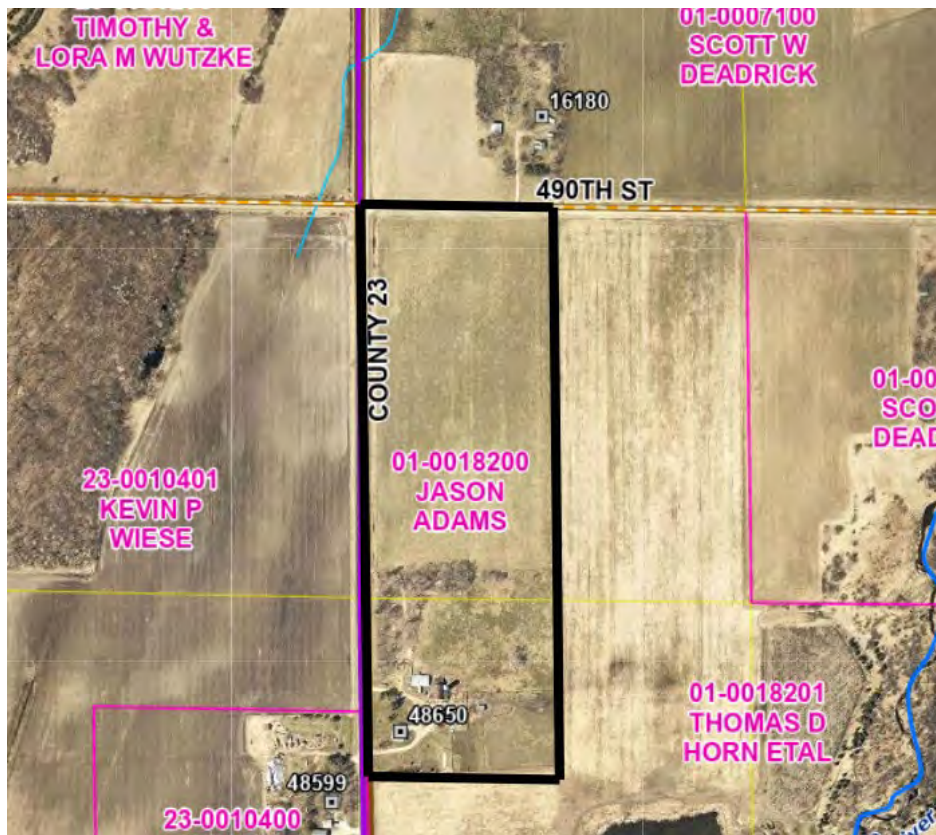
1. Is the proposal in conformance with the Comprehensive Plan?
2. Has adequate information been provided to address the potential for discharge waters that may not enter the standard septic system?
3. Is the intensity of the proposed use reasonable for the area in which the use is proposed?
4. Are there potential negative impacts to surrounding properties that cannot be addressed by conditions? (odors, noises, visual impacts)
5. Is there sufficient access to emergency services?
6. Does any portion of the proposal have a detrimental impact on the health, safety, and welfare of the general public?

**AGENDA ITEM 2:**

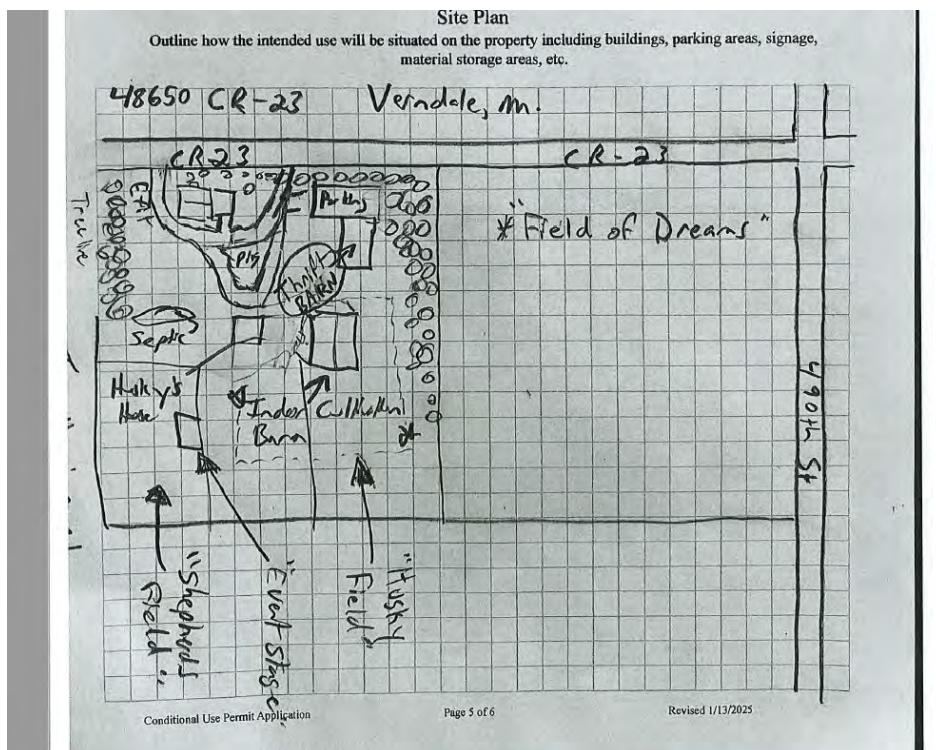
<b>Applicant</b>	<b>Off Grid Recovery Community Inc</b>
<b>PIN</b>	<b>01-0018200</b>
<b>Site Address</b>	<b>48650 County 23</b>
<b>Zoning District</b>	<b>AF1</b>

**Applicant Request:** Request a CUP to grow either up to 5000 sq. ft. of cannabis in a secured area, to host onsite cannabis events, and operate an onsite thrift store all located in AF-1 Zoning District.



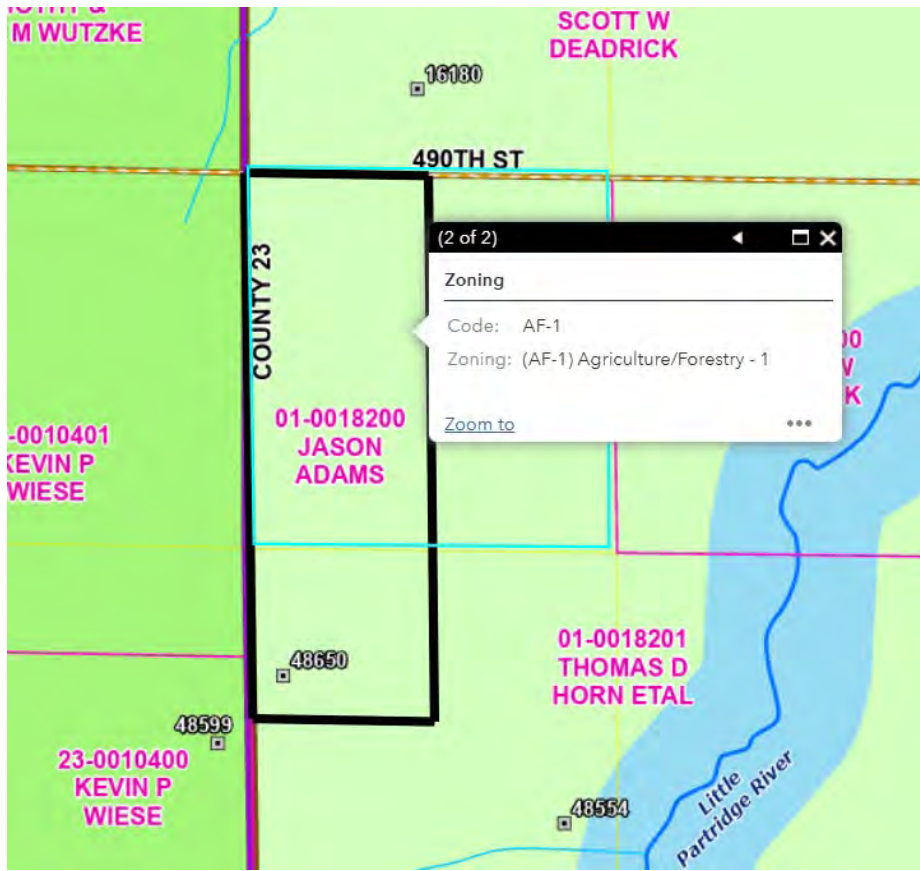


Site Image

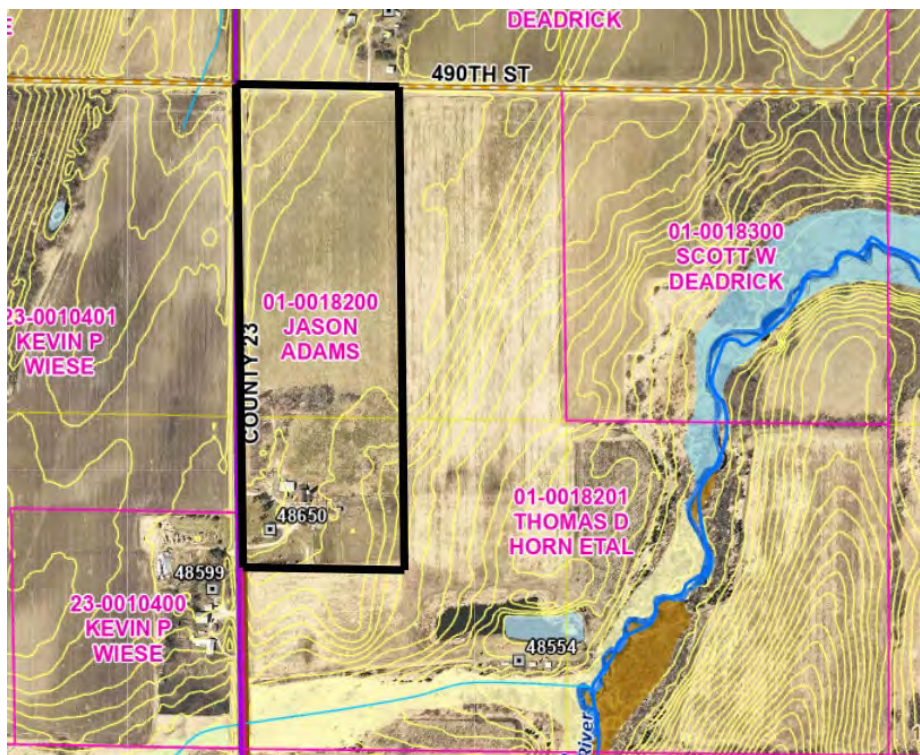


Site sketch provided in application

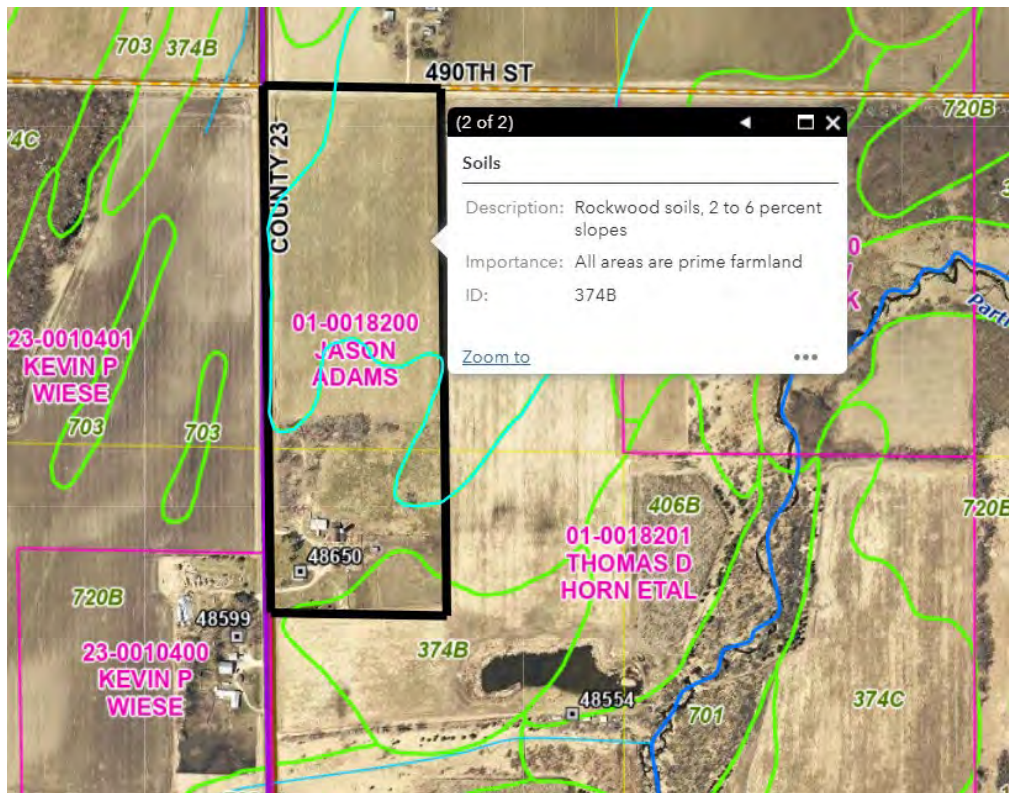




Zoning



Topography and wetlands



Soils



Looking north. Area proposed for live events.





Looking south at structure proposed for growing operation



Looking northeast at structure proposed for growing



Looking north. Structure proposed for thrift sales.



Looking north down County 23 from north driveway





Looking south



Looking east into the property from County 23





Looking north down County 23 from south driveway

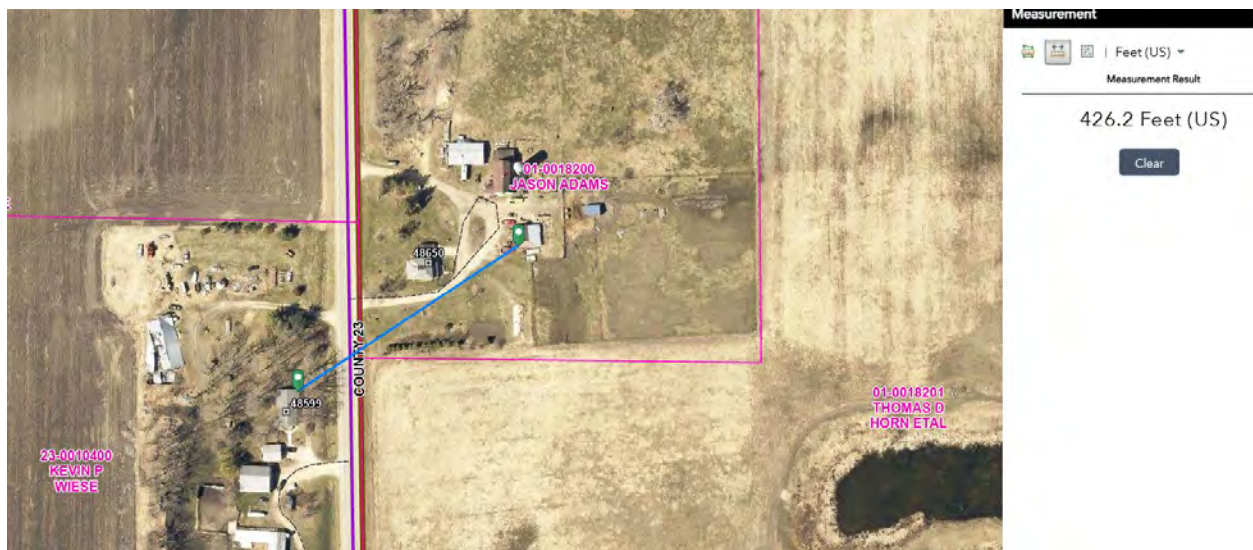


Looking south





Looking east



## **Application Considerations:**

### ***1. Is the use in conformance with the purposes of the Comprehensive Plan?***

The Todd County Comprehensive Plan does not specifically address Cannabis related businesses.

Land Use Guiding Principle #1 – Promote and guide the orderly development and growth in Todd County in a fair and common-sense manner.

Land Use Guiding Principle #2 – Optimize the existing and future use of our land resources, to be consistent with good economic development practices and concern for the environment, in ways that minimize conflicts between citizens of the County.

Land Use Guiding Principle #5 – Control the disposal of solid, chemical and hazardous waste in the County.

Economic Development Guiding Principle #2 – Look to local options first but do not become isolationist.

- Recognize that bringing resources in from outside the County might be the only way for significant growth to happen and support the search for reasonable alternatives.

### ***2. That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding property.***

The proposed Conditional Use would not impede the normal and orderly development of surrounding properties. Reciprocal setbacks do exist for establishment of a school, day care, residential treatment facility, public park, and a residence.

### ***3. The applicant, in the opinion of the Planning Commission, has demonstrated a need for the proposed use and is reasonably related to the overall needs of the County and to the existing land use.***

The existing land use of the area is mostly agricultural based. Cannabis is a new industry to the State of Minnesota. This proposal allows for new business to be conducted within Todd County.

### ***4. The use will not create an excessive burden on infrastructure, including parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.***

There are no parks, schools, streets or other public infrastructure in the vicinity. The public roadway is a paved County highway intended for higher traffic volumes.

The construction and operation of this building on this parcel will have no measurable impact to the operation of County Road 23. – From Loren Fallbaum, Todd County Public Works Engineer.

***5. The use will not create a pollution hazard or other detrimental environmental effects both during and after construction. Effects to be considered shall include, but not be limited to, soil erosion and sedimentation, pollution or other degradation of surface waters and ground water supplies, impact on water supply, and adequacy of sewage treatment.***

There are no surface waters in the vicinity of concern to the application. Impacts on groundwater supplies and groundwater quality should be considered.

The existing septic system on the site has been found to be compliant. Potential waste water from the cannabis operation will need to be evaluated for proper disposal.

***6. That adequate measures have been or will be taken to sufficiently minimize traffic congestion and provide sufficient off-street parking and loading space to serve the proposed use.***

The property has two accesses coming from County 23. Adequate space is available for off-street parking and loading space.

***7. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise, glare, appearance and vibration so that none of these will constitute a public nuisance.***

Odors, fumes, dust, and noise would be the main areas of concern with this application. Glare and appearance can be addressed with screening conditions.

The applicant shall demonstrate that all components will not rise to the level of creating a public nuisance.

***8. The intensity of the proposed use is not inconsistent with the purposes of this ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.***

Cannabis cultivation is identified as a conditional use in AF1 zoning.

#### **Additional Notes:**

Minnesota Statute, Chapter 342 was initially established in 2023 to legalize adult use cannabis in the State of Minnesota. The Statute allows for local governments to set reasonable restrictions on the time, place, and manner of the operation of a cannabis business.

Todd County adopted Article XII of the Planning and Zoning Ordinance to establish local standards for cannabis business which took effect on January 1, 2025.

Minnesota Rules, Chapter 9810 was established in April of 2025. Chapter 9810 sets statewide standards for adult use cannabis businesses.

The applicant has received a preliminary microbusiness license from the Office of Cannabis Management.

A microbusiness can:

- **operate:** A single retail location. Can allow on-site consumption on a portion of its premises where customers can consume edible cannabis products and lower-potency hemp edibles.
- **grow:** Up to 5,000 square feet of plant canopy indoors or up to one-half acre of mature flowering plants outdoors.
- **transport:** Between facilities under same license holder.
- **sell:** Immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and customers.

A retail operation would not be an allowed use in this particular zoning district. The applicants could operate one retail operation but would need to be located offsite from this property.

For indoor cultivation, the canopy is measured by calculating the total square footage of each distinct cultivation area containing mature, flowering cannabis plants. Distinct cultivation areas include trays, tables, and shelves or may be demarcated by trellising, tiers, or other identifiable boundaries. A cannabis cultivator must not plant, propagate, harvest, or store cannabis plants in an area that is not identified in the cultivation plan or at a site that is not approved by OCM to cultivate cannabis.

What is the anticipated water usage of the operation?

Is there discharge water that needs to be treated? If so, how is the water proposed to be treated?

How are waste materials proposed to be managed?

Security of a cannabis business is established in MN Rule 9810. Required security measures consist of an alarm system, video surveillance, lighting, locks, and an immediate response protocol that must be initiated within 30 minutes after a security event occurs. Additional security features can be implemented that do not violation local, state or federal laws.

A cannabis business must also develop, document, implement, and maintain effective security measures that protect against theft and diversion of cannabis products.

A cannabis business may erect a commercial grade fence around the perimeter of the cannabis business. Fencing must meet local standards.

Is there a need for establishment of screening from neighboring properties and the public roadway?

The Office of Cannabis Management by rule has an expediated complaint response protocol. Initial response to the compliant must be provided within 7 days and any necessary inspection must be completed within 30 days.

The structure proposed to grow cannabis does not meet the required 500' setback to a neighboring residence.

#### **Options for tonight:**

A motion to recommend approval to the County Board of Commissioners with conditions.

A motion to deny the request by establishing findings to support the denial.

A motion to table the request to allow for additional review time.

**Proposed Conditions if approved:**

1. All exterior lighting shall be compliant with MN Rule 9810 but shall not cast light beyond the property boundary.
2. There shall be no signage of the business allowed at any time.
3. Operations must comply with all requirements of the Office of Cannabis Management.
4. A wastewater holding tank must be installed to contain all water used for the growing process per MPCA regulations.
5. Establishment of a commercial grade fence around the perimeter of the cannabis operation.
6. Applicant must obtain DNR water appropriations permitting water usage in excess of 10,000 gallons per day or 1,000,000 gallons per year.
7. Once issued, this CUP may be revoked, following notice and hearing, and upon finding(s) established by the Planning Commission that the subject property and/or use of the property is not in compliance with the conditions of approval as stated herein.
8. Applicant shall allow for periodic review of the property by County staff.
9. Applicant must abide by all other applicable Federal, State, and local standards.

**Proposed findings for denial:**

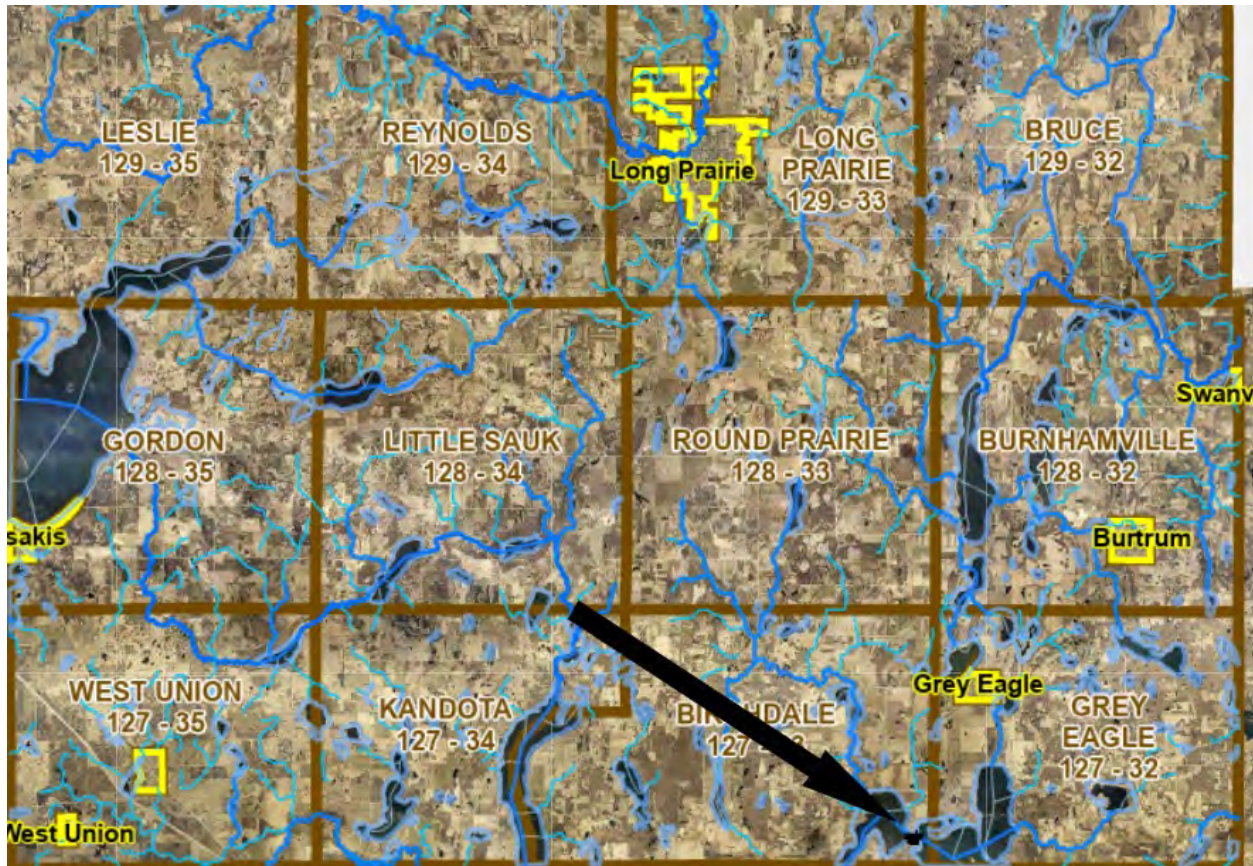
1. The proposed structure for the growing operation does not meet the required setback distance of 500' to a residential structure.

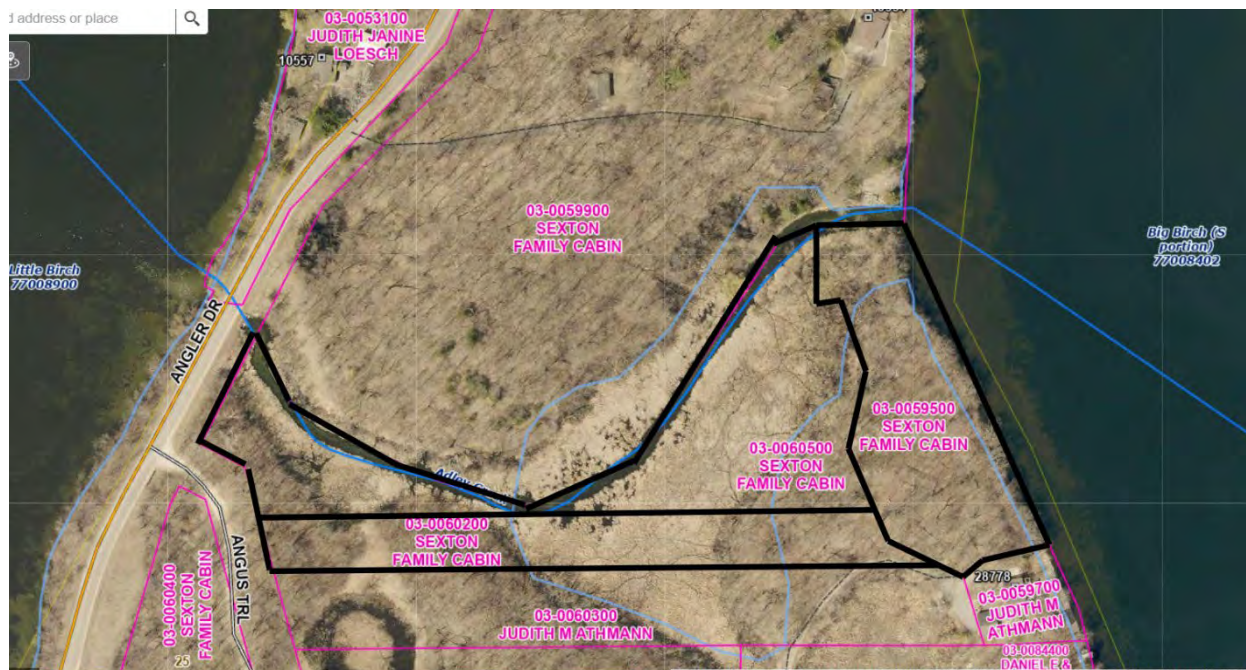


**AGENDA ITEM 3:**

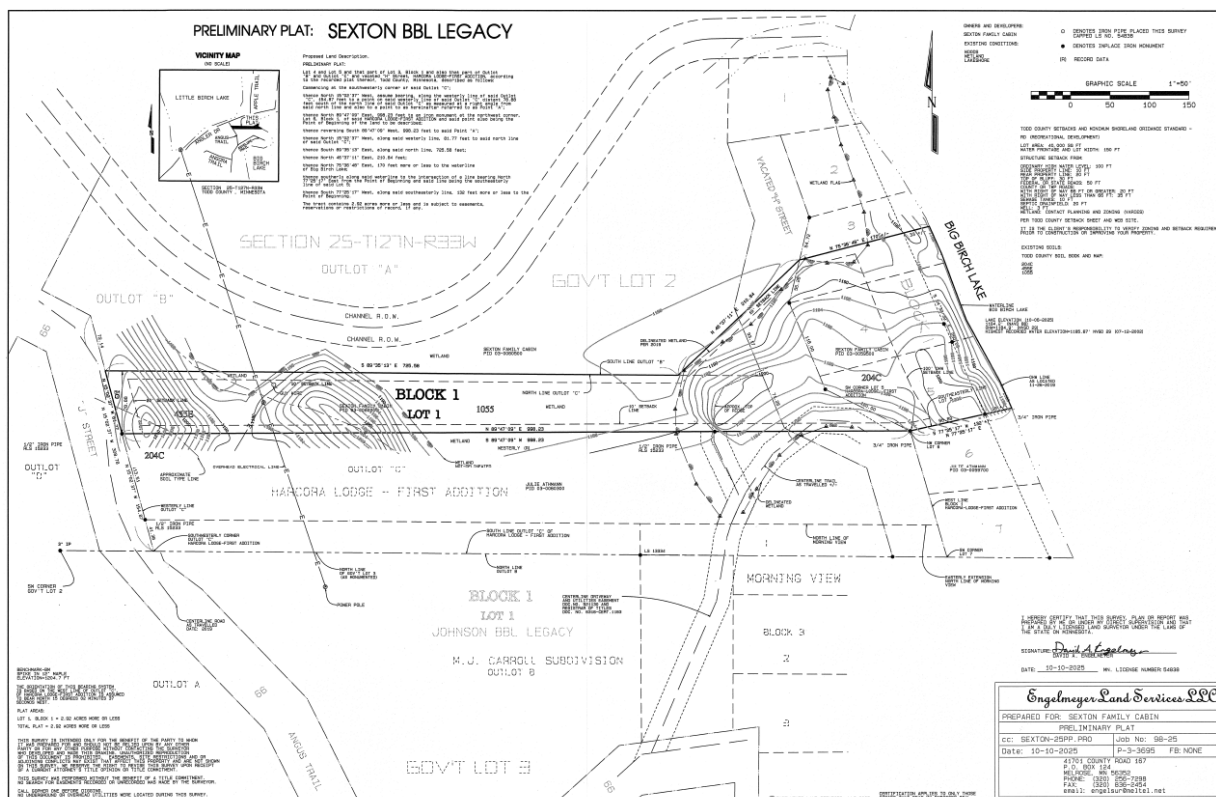
<b>Applicant</b>	<b>Sexton Family Cabin, LLC</b>
<b>PIN</b>	<b>03-0059500, 03-0060200, 03-0060500</b>
<b>Site Address</b>	<b>N/A</b>
<b>Zoning District</b>	<b>SHORELAND – NE – ADLEY CREEK &amp; RD – BIG BIRCH LAKE</b>

**Applicant Request:** Request to create a 2.92-acre, one lot plat in Recreational Development Zoning.



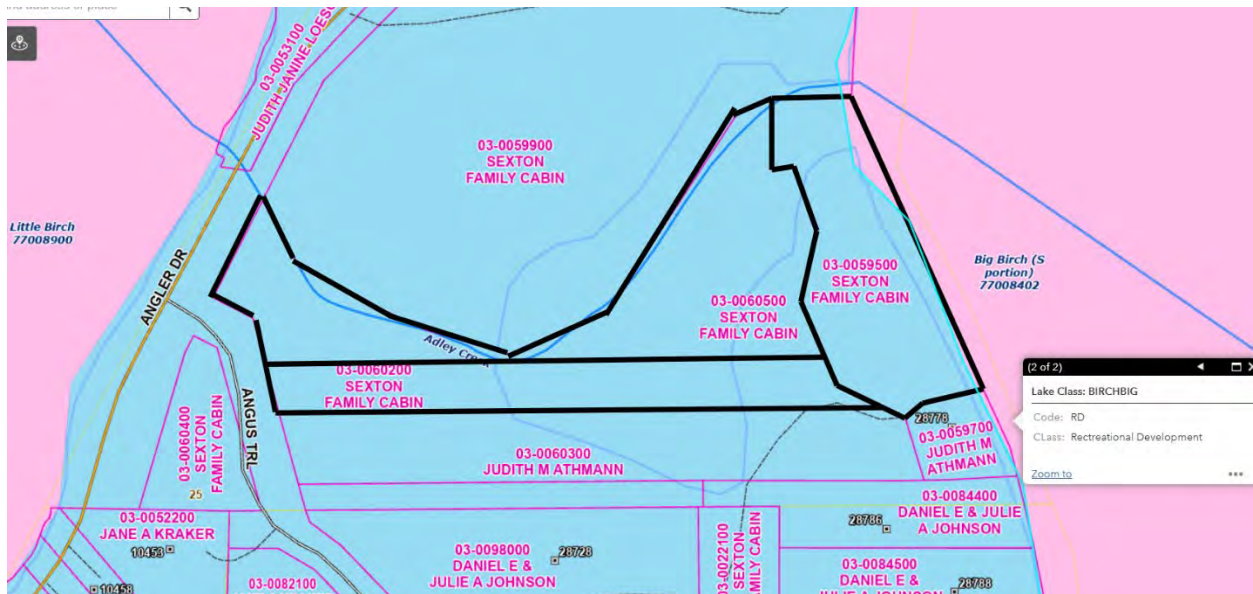


### Site Image

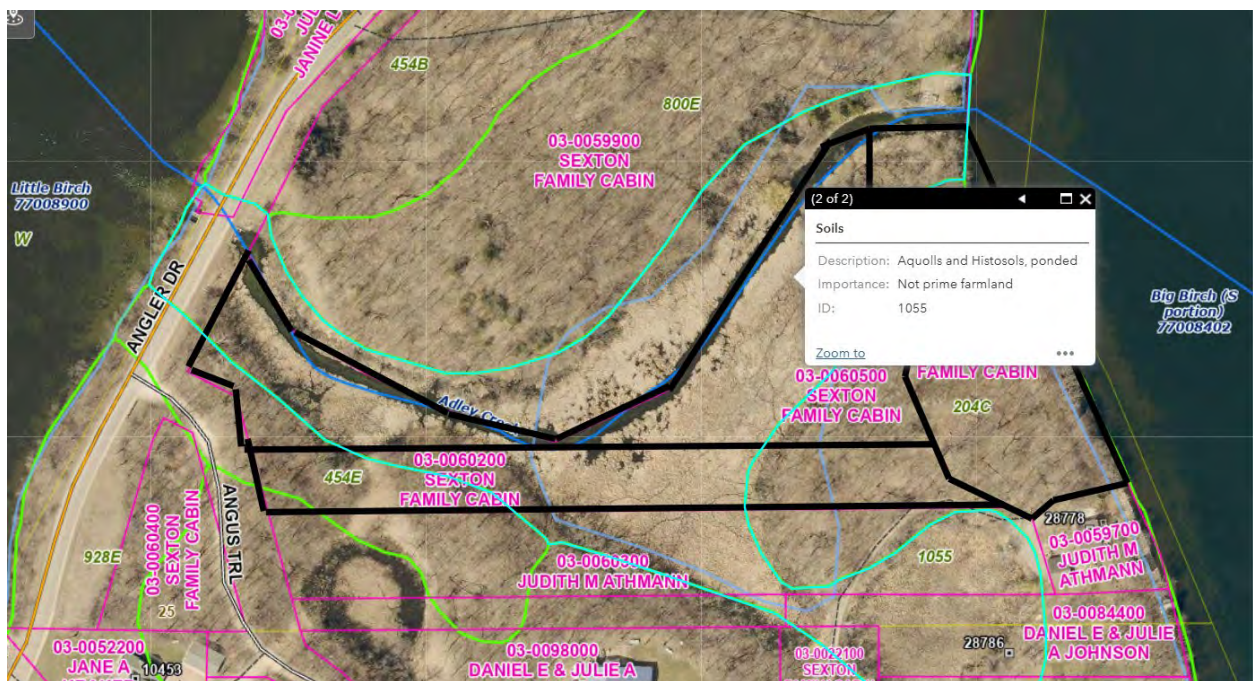


## Preliminary Plat



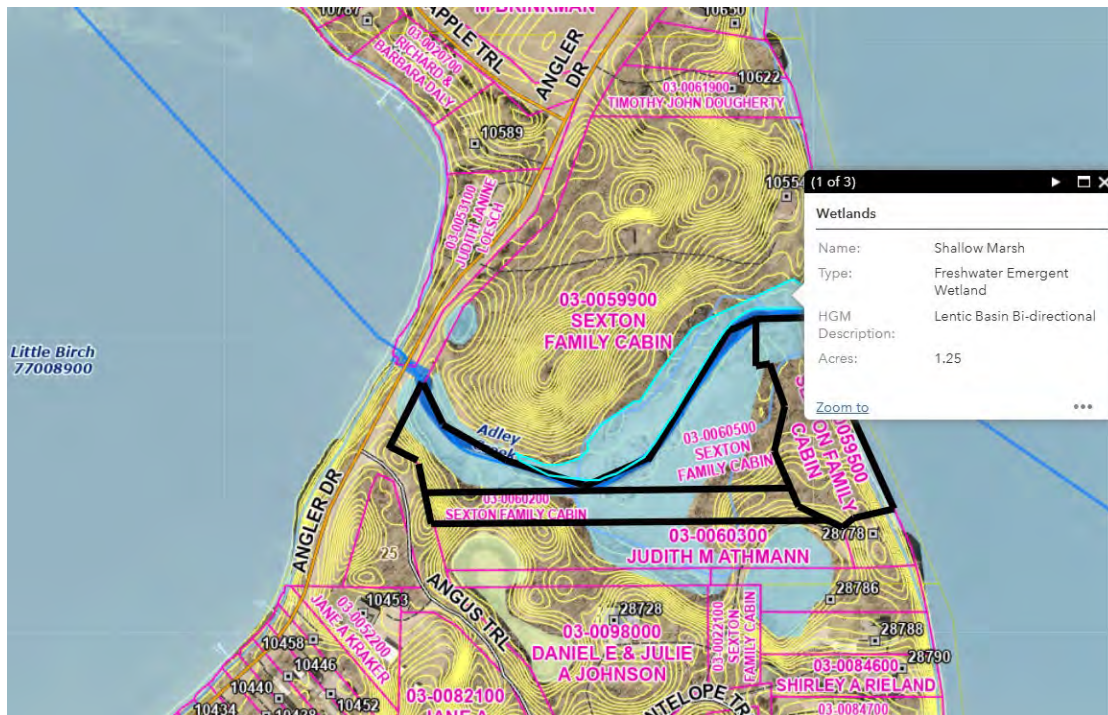


## Zoning

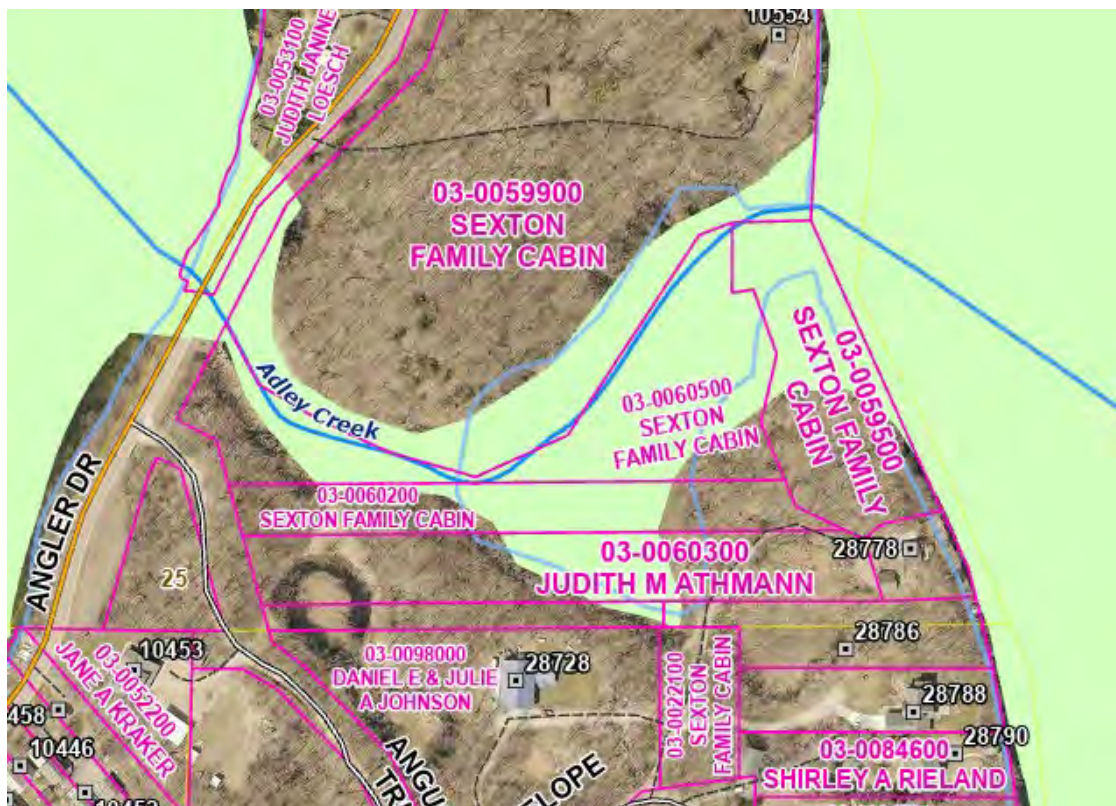


## Soils





Topography and wetlands



Floodplain





**Looking north along the lake frontage**



**View across the buildable area**





**Road frontage along Angus Trail**

**Dimensional Features of the Preliminary Plat**

<i><b>Feature</b></i>	<i><b>Requirement/Minimum</b></i>	<i><b>Conforming?</b></i>
TOTAL LOT AREA	80,000 square feet	Yes
BUILDABLE AREA	40,000 square feet	Yes
LOT WIDTH	250 feet	Yes
LOT DEPTH	200 feet	Yes
ROAD FRONTAGE	50 feet when platted	Yes
SEWERABLE SITES	2 Sites	Yes

**Physical Features of the Preliminary Plat**

<i><b>Feature</b></i>	<i><b>Comments</b></i>
BLUFF IMPACT ZONE	N/A
SEVERE STEEP SLOPES (30%/50ft)	None
SOILS	Sandy Loam



<i><b>Feature</b></i>	<i><b>Comments</b></i>
WETLANDS	Yes, identified in preliminary plat
STREAMS	Adley Creek
FLOODPLAINS	Yes, see map
VEGETATION	Mix of wooded and wetland areas.

**Additional Information:**

DiRT Team Comments:

Josh Votruba and Kasen Christiansen, Todd SWCD – “Kasen and I both reviewed the preliminary plat drawing and have no comments or concerns on our end. The wetland boundaries on the drawing look accurate.”

**Recommendation:**

A motion to recommend approval to the County Board of Commissioners with the following conditions:

**Proposed Conditions:**

1. No conditions

To the Todd County Planning & Zoning Board,

During the October 2, 2025, meeting there was a rude comment made by Ken that stated “They are all good points, but that is something you should have argued with your legislatures when they were making the law. You are way too late for that now.” The words in themselves don’t sound bad, but the tone in which he said this was very condescending.

The citizens that have been coming to the Todd County Planning & Zoning meetings, hoping to have their concerns heard are now unsure if we are able to trust those of you sitting in front of us. Bringing our “small town concerns” to the state senate is laughable, which is why we have been bringing them to our local governing body that is supposed to listen to us & not make rude or sarcastic comments back to us. That comment was made as if it’s just a quick jaunt to our legislatures & being able to actually talk to them at any time, which everyone knows is not how that works. We are also under the understanding that our local government is supposed to protect their residents & do right by them to the best of their ability.

How would you feel if you had legitimate concerns about the safety & wellbeing of yourself, your family, your property or your neighbors & you received rude remarks back? That was uncalled for & completely unprofessional & we, the concerned residents of Todd County, feel an apology should be given to all of us that have trusted this board to bring our personal concerns to.

The ACTUAL residents of Moran township & Todd County have brought many questions & concerns to this board, & many of them have been left unanswered or swept under the rug & avoided all together.

We have asked HOW this facility is a benefit for Todd County, the most we’ve gotten from that question is from the October 2<sup>nd</sup>, 2025 agenda under Application Considerations, #3: “The applicant, in the opinion of the Planning Commission, has demonstrated a need for

the proposed use & is reasonably related to the overall needs of the County & to the existing land use.”

In what way has this been proven it’s a “need”? When have illicit drugs been a “need” anywhere? Don’t we already see enough arrests for drugs? Cannabis/marijuana/pot is STILL federally illegal & it seems this has been intentionally overlooked by this board. If the state of Minnesota can overrule federal laws, then why can’t county level overrule the state laws & follow the federal laws instead?

We have questioned how the surrounding property owners can protect themselves, their family & their property. We have yet to have any type of answer to that. How can we ensure if someone decides to break in on that property they don’t do anything on our property? Or cause harm to our family or neighbors? We have elderly neighbors & young families living in close vicinity & if law enforcement is on the opposite side of the county, we’re left to defend ourselves. THIS is our biggest concern, the safety & wellbeing of the RESIDENTS that live around this federally illegal facility. NOT “odors, fumes, dust & noise” as stated in the agenda from the October 2, 2025: Application Considerations #7.

We already know Todd County Sheriff’s Department is not overstaffed & at times aren’t even fully staffed. How can we count on someone being able to respond in a timely manner if there is a life-or-death situation? Or even just a normal, run of the mill trespassing or breaking & entering or “we are in fear of danger” call? This location is too far away from any law enforcement to be able to be there in a timely manner when someone’s safety & wellbeing are on the line & too close to multiple homes to have them feel safe allowing this federally illegal facility to be built at this location.

We all know the Staples police department is back up. I have recently been told that there was an accidental push of the emergency button in one of the liquor stores located within a mile of the police station & it took 20 minutes for someone to respond. If it took them 20 minutes to respond to a call just down the street, how long will it take for someone to

respond when we live 20 miles away? That truly makes any person living around this proposed facility feel incredibly unsafe.

Then what happens if someone DOES trespass onto the applicants' land & try to make a quick getaway across fence lines? If that person gets hurt on another property owner's land, they can come back & sue the property owners of the land they got injured on. And if this happens, could that property owner come back & sue Todd County & potentially the Planning & Zoning board showing the number of questions & concerns that have been brought to their attention & disregarded? This potential for injury, lawsuit(s) & possible loss of property/home would never happen if this federally illegal business is denied.

Regarding the tax revenue that those on the Planning & Zoning Board seem to think Todd County will receive, this is not guaranteed. Since the applicant will be selling as a wholesaler, they are not required to charge tax, and they are not ALLOWED to charge tax if the retail buyer has a Form ST3, Certificate of Exemption.

Direct quote from the MN Department of Revenue, Cannabis Guide:

**“Retail Sales versus Wholesale Sales**

A retailer sells products to the end user or final customer. The retailer is responsible for collecting sales tax on the sale of the product. Retailers purchase their products exempt from sales tax by giving their vendor a completed Form ST3, Certificate of Exemption, and selecting the Resale exemption.

Retail sales are different than wholesale sales. The wholesaler of a product sells items to a retailer who later resells those items. When the retailer provides a completed exemption certificate to the wholesaler, the wholesaler is not required to collect sales tax.”

Todd County gains nothing monetarily for having a facility of this type built, we only stand to gain an increased financial burden for regulation & enforcement. Beginning July 1, 2025,

the state of Minnesota repealed the Local Government Cannabis Aid, which means that all cannabis gross receipts tax revenue will go to the state's general fund instead of the 20% that used to go to the cities/counties to help offset the increased costs associated with enforcing cannabis laws. Todd County will not receive any monetary aid regardless of where the applicant intends to sell the product due to this repeal.

In actuality, there will be increased financial burdens on the county as each county is responsible for:

1. Drafting & enforcing local ordinances related to facility zoning & operation
2. Additional law enforcement resources for inspecting facilities & ensuring compliance with state & local regulations
3. "Unfunded mandate" where the state imposes new responsibilities without providing the resources to carry them out

So instead of the county gaining monetary funds, we will now be required to pay out more to cover all the resources the state does not help cover but requires the county to provide. Has the county looked into WHO will be put in charge of these additional burdens? Will an employee already employed by the county have to add these to their plate? Or will the county need to hire an additional employee(s)? If they need to hire someone it's not just the wages that will need to be considered but their benefits as well. This will cause either an additional unnecessary financial strain on the county or additional strain on a current county employee's workload.

We have also questioned what would happen with our property value & have basically been told "there is no idea & you get to be a guinea pig". How is this fair to those of us that have been showing up at these meetings & voicing our dissent about this facility. Why are we being made to be the guinea pigs? Would any of you, sitting on this board, be happy to be told that? Would any of you buy property next to a federally illegal facility? Put yourself in our position & think about how upset you would be if you decided to sell your property & you either get no offers or low balled due to this facility next door.

Another concern we had was water usage. The applicant gave information on how much water a cow drinks in a day, how much is needed using an irrigation system for corn & how much they plan to use per cannabis plant.

However, the applicant did not consider that the closest irrigation system is well over a mile away, so more than likely not on the same underground aquifer as those of us on surrounding properties of this proposed federally illegal facility. So, we don't need to worry about irrigation systems overusing the water supply. And if there is a surrounding property owner that would like to install one, there are very strict regulations that need to be followed before installation is allowed. And the irrigation systems that are close to this property are supplied by the river & the DNR keeps close watch on water levels to ensure over usage does not hurt that natural resource.

Cattle do require a large quantity of water per day, anywhere from 3-30 gallons of water per day (rule of thumb is 1-2 gallons per 100 pounds of body weight). If cattle really need to drink that much in a day, you will never see a waterer without cattle drinking. But if you ever drive by any farm, you will see cattle lazily grazing in a pasture & not constantly bellied up to the waterer. That is because they get 75% of their water from the grass they are grazing on. So now we're looking at a total consumption of ¼ gallon to 7.5 gallons per bovine per day. But even that may be a high estimate as we live in an area that has freshwater sources (creeks, streams, rivers, ponds, wetlands) & show that the cattle use as a source of water as well.

Now the only cattle that would be anywhere near this same underground aquifer would be our cattle & there would only be 20 head at a time. They are also only there during the summer months (maximum of 6 months) & not year-round. So now we're looking at a total of 5-150 gallons, maximum, of water required for the entire herd in a day. This is significantly less than what would be required for watering these federally illegal plants as the applicant stated it would be 0.8 gallons of water per day per plant.



The applicant stated they would be using a drip system for watering their federally illegal plants, but in all my research for the drip irrigation system they claim they will use there is not a single system I found that uses that little water per plant per day. And they all even mention that as the plant grows to maturity more water is required, which was up to 3 gallons of water per day per plant. That seems like an awful large difference from what the applicant states they will be using.

Remember, it is stated in the Todd County, MN 2030 Comprehensive Plan: “Due to the high demand for water & the limited resources available, the County must plan to protect & maintain these water resources.” It also states: “Very little is known about the connection of aquifers in Todd County, or where the specific recharge areas are located. In addition, the extent of these interconnections is not well known.” So, shouldn’t the underground aquifer be examined before putting in a facility that will be using this as a constant water supply, every day of the year? Shouldn’t the surrounding properties be made known if their water supply could dry up to supply this federally illegal facility? Who will be in charge of monitoring the actual water usage?

There are new questions brought up at the October 2, 2025, meeting that also need to be answered. The applicant stated they will have a holding tank for the wastewater. Where will this be placed? If it is outdoors, will it be monitored to verify it does not freeze & bust in the winter months? Who will be in charge of monitoring this hazardous waste? Who will be in charge of monitoring that it is being handled by a person that has a hazardous waste license & being taken to a water treatment facility that can legally treat wastewater with THC in it?

When questioned about what would happen with the excess plant material the applicant stated the initial plan is for composting. Later in that answer she stated it would be in a secondary structure with utility space within. There is no secondary structure on this application. Where did this secondary structure come from all of a sudden? Wouldn’t this

require a new CUP application to be able to add this second building to the property? Will this secondary structure be required to follow the same set back requirements as it will be holding this federally illegal plant material?

Speaking of setback requirements, when looking at the Todd County website, there is no definition listed for “established residence”. Why should the established residence only include the house? Why should that not include the entire property, as that is where the person resides? When providing proof of residence you submit your address. Does your address only include your house, or does it include the property? When doing research on an address, it includes the attached property. When proving a residency, the main forms of proof include items with the address including government-issued ID, utility bills, financial statements or a lease or mortgage statement. The address encompasses the entire property, not just a single structure on the property. Why shouldn’t the 500’ setback requirement go to the property lines instead of a structure?

The “new & improved” Todd County website states on the first page “We strive for high-quality services, even as we tackle challenges like an aging population, housing improvements, ADDICTION, and mental health support.” Because the applicant is stating they will be selling this product in the Twin Cities, do we not care about addiction? This is still a drug that has an addiction property to it & this facility will be contributing to the drug addiction problem that is already happening in our county, state & country.

As stated last month, the ER visits increased by 30% & hospitalizations by 200% in Colorado related to this federally illegal drug. Is this something that each one of you would like to have on your conscience as our hospitals become overrun with drug abusers, children overdosing on edibles they thought were candy, car accident victims from users driving while impaired? You will never know if the federally illegal product that would be produced at this facility is the cause of someone becoming mentally or physically impaired for the rest of their lives or even worse, dying.

Personally, I wouldn't want that to be on my conscience by voting to approve this unwanted facility. And if I was the one applying for this facility & saw how many people that live close to this property were against it, I would tuck my tail, revoke my application & walk away. I would have the common sense to know that there wasn't a single person that would be willing to help if they saw something happening on the property.

For the third time, we, the residents of Todd County, are asking the Planning & Zoning board to deny the application for this federally illegal drug facility to be built. We are asking the board to look at the much bigger picture than just this facility. We are asking you to look at the lack of income this facility will contribute to our county but instead the extra costs that will incur due to it, the extra strain that could happen to our infrastructure, the safety of the neighboring properties & residents, the future of the county & how that should look.

Thank you,

A handwritten signature in cursive script that reads "Nicole Zellgert".

Nicole Zellgert



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	<b>20251118-22</b>
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

<b>Agenda Topic Title for Publication:</b>	<b>2026-2027 Feedlot Program Delegation Agreement</b>
--	---

Date of Meeting: 11/18/2025	Agenda Time Requested: 3	<input type="checkbox"/> Consent Agenda
-----------------------------	--------------------------	---

Organization / Department Requesting Action: Soil and Water
---

Person Presenting Topic at Meeting: Adam Ossefoort/Deja Anton
---

<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>
--

MPCA requires that delegated counties develop a work plan for how the County will complete the work of the feedlot program over a two year period. The document also serves as the agreement between MPCA and the County as the agreement to operate the feedlot program at the county level. The attached document shows Todd County's work plan for 2026 & 2027.

The County will receive \$91,481.83 in 2026 and 2027 from MPCA to operate the program.

**Options:**

**1. Approve the 2026-2027 Feedlot Delegation Agreement**

**2. Deny the Delegation Agreement.**

**Recommendation:**

The Todd County Board of Commissioners approves the following by Motion:

Approval of the 2026/2027 Feedlot Program Delegation Agreement and Work Plan as presented.

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Funding Source(s):</b>		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**

STATE OF MINNESOTA}  
COUNTY OF TODD}  
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

## Minnesota Pollution Control Agency County Feedlot Program Delegation Agreement Work Plan

Delegation Agreement Years:	2026-2027
County:	Todd County
County Feedlot Officer (CFO):	[Dylan Pratt, Jessica Moore, Deja Anton]
If CFO is employed solely by SWCD, list designated County employee who will sign permits/Grant Agreement:	NA
Telephone number(s):	320-732-3481
Email address(es):	Dylan.pratt@co.todd.mn.us; <a href="mailto:Jessica.moore@co.todd.mn.us">Jessica.moore@co.todd.mn.us</a> ; Deja.anton@co.todd.mn.us

### A. Strategies

Minn. R. ch. 7020.1600, subp. 3a. states a County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities as well as permit goals, complaint response and staffing levels.

#### Registration Strategy

See Appendix A for additional clarifying information regarding Registration of feedlots.

1. Please indicate the method(s) the County will use to provide a feedlot owner, who does not have an email address, with a registration receipt within 30 days of the county entering the registration information into the online registration service: *(Double-click on checkbox and select "checked." Select all that apply.)*

- ☒ A registration receipt letter or mailing copy of record.
- ☐ An inspection letter that contains confirmation about registration/re-registration.
- ☐ A permit and/or a permit cover letter that contains confirmation of registration/re-registration.
- ☐ The County will document the dated 30-day registration receipts, as described below:

The Copy of Record will serve as the registration receipt. The Copy of Record will have a stamp notating the date the original was sent to the landowner as documentation that the receipt was mailed to the landowner within 30 days of the date the registration information was entered into MPCA Online Services.

2. Please indicate how the County will register sites using the online registration service. Select all that apply or provide a narrative if the County is planning to conduct registrations in another manner than those provided below:
  - ☐ The County will advise feedlot owners to use the online registration service to register new feedlots or update existing feedlot registration information.

- ☒ The County will request feedlot owners complete and submit a registration data collection sheet. Upon receiving completed registration data collection sheets, the County will enter registration information into the online registration service for feedlot owners.
- ☒ The County will collect registration information during site inspections and will enter registration information into the online registration service for feedlot owners.
- ☐ The County will use information provided by feedlot owners on permit application forms and/or Notices of Construction forms and will enter registration information into the online registration service for feedlot owners.

The second option is the protocol Todd County will follow in its normal day-in and day-out operations of the program. The third option will be used on situations when a change is found on site during an inspection that will impact the existing registration or when a landowner indicates an anticipated change in animal numbers or feedlot components and an inspection is done to facilitate those changes.

3. ☒ **The County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types, or a change or addition to manure storage (i.e., liquid storage not previously included) by contacting the feedlot owner to verify the information provided in the updated registration and determine if other actions (i.e. site inspection, permitting, enforcement action or update of NMP) are needed to address the changes in the registration.**

Todd County receives dozens of these each year. Contacting landowners will occur based on order of priority within feedlot and watershed goals. For example, if we have multiple sites to contact, we will prioritize those that have the most likely ability to impact surface waters or groundwater first based on proximity to surface water, depth of groundwater, type of component/facility, and/or size of increase.

4. **Please describe the strategy and timeline the County shall follow to address facilities that are not registered/re-registered in the current and/or prior four-year registration cycle. (Select all that apply.)**

- ☒ Register/re-register sites throughout the four-year registration cycle.
- ☐ Register/re-register sites early in the fourth year of the registration cycle.
- ☒ Sites required to be registered that do not have a current registration (registered prior to January 1, 2022) Date will be inspected or contacted to verify animal numbers so registration can be updated.
- ☐ Other (Example: How the county will address multiple AIs/sites that have the same address. Describe below.)

For the purpose of re-registration, Todd has divided the county into four “quarters”- re-registering a ~ quarter of the feedlots per year. Todd County ordinance does require registration for those sites with 10 animal units or more regardless of location. The feedlot program will coordinate with Todd Planning and Zoning on those sites for 2024-2025.



### Inspection Strategy

For assistance with completing this part of the Delegation Agreement Work Plan please see **Appendix A**. A County must have an inspection strategy for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

**Note:** *At least half of the required seven percent inspections need to be "Compliance" inspections. However, stockpile and manure storage area closure inspections conducted on their own do not count towards the County's minimum seven percent inspection rate.*

#### Required Inspection Strategies

Strategy	Year 1	Year 2
Conduct compliance inspections at existing sites that have not had an inspection within the last year and have submitted permit applications proposing construction or expansion to ensure that the appropriate permit is issued.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

The County's inspection strategy shall include goals for conducting a **majority** of inspections at high risk/high priority sites. The strategy may also include goals for low risk/low priority sites. The County may choose from the provided examples and/or write an alternative strategy in the space provided in the below sections.

#### HIGH RISK/HIGH PRIORITY SITES *(check all that apply):*

- ☒ Sites within shoreland, a Drinking Water Supply Management Area (DWSMA), or other prioritized impaired waters.
- ☒ Sites that have open lot area(s) without runoff controls.
- ☒ Sites that have never been inspected that fall into the first two checkboxes.
- ☐ Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.
- ☒ Sites constructing Manure Storage Areas (MSA) and open lot runoff controls.
- ☐ Conduct phosphorus inspections within a formally designated area. ☐ *Sites within high nitrate vulnerable areas or that may apply manure to high nitrate vulnerable areas. Refer to the Nutrient Management Planning Map and the Vulnerable groundwater area layer. Link below.*

<https://experience.arcgis.com/experience/b99690542f364a6dace31df6fab2e55a>

#### ☐ Alternative Strategy *(explain alternative strategies below):*

Click or tap here to enter text.

#### LOW RISK/LOW PRIORITY SITES *(check all that apply):*

- ☐ Sites within a specified size category (i.e., 300-499 AU). *Please explain/describe your inspection strategies in the text box below.*

- ☒ Sites within a watershed, township or other formally designated area.
- ☐ Conduct phosphorus inspections within a specific watershed, township or other formally designated area.
- ☒ Conduct in-field land application inspections within a specific watershed, township or other formally designated area.
- ☐ Conduct phosphorus inspections as part of a compliance inspection.
- ☐ Conduct in-field land application inspections as part of a compliance inspection or at non-NPDES sites >300 AU.
- ☐ Conduct inspections at all sites in the County on a five year or less rotating basis. [Not possible with the number of feedlots that we have based on other program involvement.](#)
- ☒ Conduct inspections at sites required to be registered that have never been inspected.
- ☐ Alternative Strategy (*explain alternative strategies below*):  
Click or tap here to enter text.

### Inspection Strategies

Inspection Strategy	Inspection Goal Year 1*	Inspection Goal Year 2*
Inspect sites located within the priority areas of the Sauk River Watershed for nutrient and sediment reduction goals, with emphasis on the Little Birch Lake watersheds.	[2-10]	[2-10]
Inspect sites within the priority areas of the Mississippi- Brainerd Watershed, with focus on the Schwanke Creek- Swan Lake sub-watersheds and farms with closest proximity to the Cities of Grey Eagle and Swanville due to high to moderate DWSMA vulnerability.	[2-10]	[2-10]
Inspect sites within the priority areas of the Long Prairie Watershed with focus on the Eagle/ Moran Creek sub-watersheds, and Ward, Eagle Valley, Germania, Long Prairie, and Hartford townships due to sandy soils, high e coli contamination, and high well nitrate indicators.	[2-10]	[2-10]
Inspect sites within the priority areas of the Crow Wing Watershed, specifically those with potential runoff contributions or groundwater concerns along Egly, Bear, Little Partridge creeks, and the Partridge River and proximity to the City of Bertha.	[1-5]	[1-5]
Inspect sites in priority areas of the Red Eye watershed with an emphasis on those areas with sandy soils and the Wing River sub-watersheds.	[0-5]	[0-5]
Conduct inspections on sites that have been out of compliance longer than one year.	[2-10]	[2-10]
Try to inspect remaining sites yet to be inspected.	[2-10]	[2-10]
<b>Total:</b>	<b>≥60</b>	<b>≥60</b>

\*Enter the number of inspections the County predicts will be completed for each category.

**Note:** Numbers entered for in-field land application goals must be quantified by feedlot sites and not individual farm fields.

At least seventy five percent (75%) of inspection data shall be entered into Tempo within 120 days of the inspection. Minimally funded counties may enter data less frequently.

☒ Yes, I agree    ☐ No I do not agree (*discuss with MPCA staff*)

Note: Due to the fact that CFOs run multiple programs, and the summer months of June, July, August and September are the months when the greatest # of feedlot inspections occur while also being the months in which the volume of component constructions occurs, we would ask forgiveness for inspections during those 4 months to be entered within 120 days of September 1

- Counties need to enter data from all feedlot inspections at feedlots required to be registered into Tempo by no later than **February 1** of the year following the end of the program year.
- Counties that enter ninety percent (90%) of inspection data within 60 days of the inspection date will receive four (4) Performance Credits.

***Be sure to read and understand Appendix A for required inspection documentation.***

### Compliance Strategy

1. Please state the various initial method(s) and practice(s) the County will use in response to **compliance inspections** that result in non-compliance: (Blatant violations will be referred to MPCA as soon as possible in accordance with Appendix C.)

- ☒ Include corrective actions with completion deadlines in the inspection results notification letter.
- ☒ Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
- ☒ Issue an interim permit that includes timelines for corrective actions.
- ☐ Other (describe below):

All noncompliant sites without imminent threat to public safety will receive a letter from the feedlot officer documenting the areas of non-compliance and a requirement to meet with the feedlot officer within 30 days to outline a plan for addressing the non-compliance issues. The plan may include calling out a "low-cost fix" technician to help the landowner address the noncompliance issues, getting funding processes moving forward for more costly fixes, and/or to make permanent management changes that will result in a compliant MinnFARM rating, for a few examples. Once plans and specs are in place, an Interim Permit will be issued to outline deadlines and conditions for the fixes to occur for those landowners unable to correct a pollution hazard within 30 days.

Sites with pollution hazards indicating imminent threat to public health and/or safety will require immediate remedial fixes accompanied by a LOW, NOV, County Attorney Immediate Action Request, and/or MPCA APO process or some combination, thereof.

2. Please indicate the various initial method(s) and practice(s) the County will use in response to **land application inspections** that result in non-compliance: (Blatant violations will be referred to MPCA as soon as possible in accordance with Appendix C.)

- ☒ Address non-compliance at the same time the facility non-compliance is addressed. See above.
- ☒ Include corrective actions with completion deadlines in the inspection results notification letter.
- ☒ Issue an LOW or NOV that will include corrective actions and deadlines. [Only if producer fails to respond within a timeframe of response required or if a repetitive violation.](#)
- ☐ Other (describe below):

3. Notification of inspection results, including corrective action(s) and completion deadlines, shall be sent to feedlot owners. For compliance inspections and/or desktop N & P record reviews the notification of results will be sent to feedlot owners within 30 days of a compliance determination. County intends to follow-up with feedlot owners to evaluate progress.

☒ Yes, I agree   ☐ No I do not agree (*discuss with MPCA staff*)

Todd County intends to follow-up with feedlot owners by sending any non-compliance letters within 30 days of the site visit when feasible. If research and clarifications are needed to determine compliance, inspection result letters will be sent within 30 days of the final compliance determination. Follow up inspections will be made to determine compliance progress on non-compliant sites until the site is deemed fully compliant with MN7020 rules

4. Explain how the County will escalate enforcement action when progress is not being made on corrective actions. (**Note:** See Appendix C – MPCA memorandum on CFO referral to MPCA.)

First, Todd County will issue a LOW with corrective actions and a deadline in which corrective actions need to take place. Next a NOV will be issued if the corrective actions are not complete by the deadline in the LOW. If there is no action taken on the NOV, Todd County will utilize its County Attorney to issue a letter of required action and MPCA will be notified at this time (if not prior). MPCA enforcement proceedings will be the final enforcement step if corrections are not followed through per Todd's County Attorney.

### Owner Assistance Strategy

1. Please describe the type and number of activities you plan to conduct during the term of this DAWP and how you will track the number of producers reached. (Example: group education events, newsletters, newspaper articles, producer surveys, distribution of manure sample containers, help with MMP writing, social media posts.)

Todd County plans to hold its annual feedlot meeting (1) in March of each year. We write a minimum of two articles per year on feedlot related topics for local newspapers or SWCD newsletters. Informational brochures, displays, and presentations will be provided on an as needed basis. The Feedlot Officers will continue to assist Todd County SWCD with its annual Envirofest and other pertinent District, Extension, State, County and Federal outreach activities as called upon. These may include live radio shows, township meetings, CUP meetings, tours, conferences, school functions, the Todd County Fair, Breakfast on the Farm, Cattle Days, Lake Association meetings, Farm Bureau, Farmers Union, etc. Assistance with the development of MMPs, manure sampling, and feedlot, silage, and manure storage siting will continue on an as needed basis. Outreach activity is tracked using Outlook calendars, monthly staff and grant reports.

Counties are pre-approved to conduct publicity based on their Owner Assistance Strategy. Counties need to add "Paid for by a grant from the State of Minnesota" to any originally created Minn. R. ch. 7020 information intended for distribution.

2. Provide assistance to feedlots applying manure within MDA Level 2 DWSMAs in the county. Assist those feedlots with 300+ AU with MMP development and record keeping within the Nutrient Management Tool. Assist feedlots under 300 AU to understand and implement the “Small Farm MMP” and record keeping forms provided by the MPCA. Please explain how the County plans to provide this assistance for these feedlots, below. ☒ Not Applicable (There are no Level 2 DWSMA’s within the County.)

Verndale is the closest Level 2 DWSMA in Wadena County. We may have a farm or two with Verndale mailing addresses that are above 300 AU. We have a nutrient management specialist in our office who can assist those producers in developing a nutrient management plan, recommendations, and a method of record keeping that meets the requirements of a Level 2 DWSMA if discovered.

**Communication strategy** (The communication strategy is intended to ensure that effective communication occurs between CFOs and MPCA regional representatives. Below are opportunities for connecting face to face or virtually. Describe how intentional communication will occur over the two-year work plan.)

1. **Please describe the strategy the County intends to follow to communicate updates and needs with MPCA over the 2-year work plan cycle.** (Double-click on checkbox and select “checked.” Select all that apply.) Examples are below:

- ☒ Attend regional meetings.
- ☒ Attend the MACFO Conference.
- ☒ Hold as needed check-ins with MPCA Regional Rep.
- ☒ Submit permit applications to MPCA regional rep so they can conduct the reviews prior to issuing on permits for farms with 500 or More AUs.
- ☐ Attend a live U of MN training (MinnFARM, Nutrient Management).
- ☐ Review first two inspections of the year with MPCA regional rep.
- ☐ Alternative Strategy (describe below):

- The check-in form to be used is in the Feedlot Folder in Tempo Help.

## B. Delegated County Minimum Program Requirements (MPRs)

Minn. Stat. § 116.0711, subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

### Inspection MPRs

A County must inspect seven percent (7%) or more of their State required registered feedlots annually, as determined by the table in Appendix B, to be eligible for the Inspection MPR award. A full compliance inspection, a construction inspection, a desktop nitrogen and phosphorus record inspection (desktop N & P) or an in-field land application inspection may only count once towards the minimum seven percent inspection rate. A second inspection done at the same site in the same year would be counted



towards performance credits. At least half of the seven percent (7%) inspections need to be compliance inspections. The remaining half can be a combination of construction inspections, desktop nitrogen and phosphorus record inspections or in-field land application inspections. Note that stockpile and manure storage area closure inspections, on their own, do not count towards the minimum seven percent inspection requirement.

Inspection MPRs	Year 1	Year 2
1. Agency-approved number of feedlots required to be registered by the State. (For Year 1, enter the “Feedlots Eligible for Funding” number for your county found in Appendix B. For Year 2, the Agency-approved number of feedlots for each county will be determined by the MPCA around April 1, 2026. Counties will need to determine the number of inspections that need to be conducted to meet their 7% inspection rate based on the number of Agency-approved feedlots at that time.)	[701]	[XXX]  The 2027 MPCA approved number of feedlots is to be added by the county in 2026.
2. County–Agency agreed upon inspection rate. (Enter “7%” unless a different inspection rate percentage was negotiated.)	[7%]	[7%]
3. County–Agency agreed upon inspection number for the identified time period. (Calculate 7% of the number from item 1. If not a whole number, round up to the nearest 0.5 and enter it here. Example: 12.0 =12.0, 12.1 thru 12.5 = 12.5, 12.6 thru 12.9 = 13.0)	[50]	[XXX]  To be added by the county in 2026.

#### Non-Inspection MPRs

Registration MPRs	YES	NO
1. The County will register and maintain registration data in the Tempo database (Minn. R. ch. 7020.0350, subp. 1 and 7020.1600, subp. 2. C). <i>Instructions for entering registration information into the online registration system are available in Tempo HELP/Feedlot folder/Registration Information folder/ “Online Registration FAQs.docx”</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The County issues a registration receipt to the feedlot owner within 30 days of entering registration information into the online registration service if the site owner does not have an email address (Minn. R. ch. 7020.0350, subp. 5). <i>A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Registration MPRs	YES	NO
<p>The County acknowledges the following:</p> <p>a. The MPCA will run a report on or about January 30, 2026 to determine the number of feedlots the County will receive funding for during 2027 and 2028.</p> <p>b. In order for feedlot sites to count for funding purposes for 2027 and 2028 they must:</p> <ul style="list-style-type: none"> <li>• Have a locked registration in Tempo,</li> <li>• Have a registration Effective Start Date of January 1, 2022 or later; and</li> <li>• Be required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
<p>3. The County maintains a record of all compliance inspection results, including land application inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) inspection documentation as outlined in Appendix A (Minn. R. ch. 7020.1600, subp. 2.H.).</p> <p><i>A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The County enters data from all feedlot inspections at feedlots required to be registered into Tempo no later than <b>February 1</b> of the year following the end of the program year (Minn. R. ch. 7020.1600, subp. 2.H) <b>and</b> at least seventy five percent (75%) of inspection data shall be entered into Tempo within 120 days of the inspection. Minimally funded counties may enter data less frequently.</p> <p><i>A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.</i></p> <p><i>Instructions for entering an inspection into Tempo are available in Tempo HELP/Feedlot folder/ Inspection Information folder.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Inspection MPRs	YES	NO
<p>The County acknowledges the following:</p> <p>a. For inspections to count toward the required seven percent (7%) inspection rate they must*:</p> <ul style="list-style-type: none"> <li>• Be at sites that are required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas.</li> <li>• Have a locked inspection in Tempo; and</li> <li>• Have occurred during the CFO Annual Report reporting year.</li> </ul> <p>*If at the time of inspection a site has a current (January 1, 2022 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland), and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the seven percent (7%) inspection rate.</p> <p>b. Inspections at feedlot sites will <b>not</b> count toward the required seven percent (7%) inspection rate if:</p> <ul style="list-style-type: none"> <li>• Inspection information is not entered into Tempo, or</li> <li>• Inspections entered into Tempo are not locked.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The County's Inspection Strategy has been approved by the agency (Minn. R. ch. 7020.1600, subp. 3a.B(1-2)).</p> <p><i>The County's CFO Annual Report should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

Compliance MPRs	YES	NO
<p>6. The County will notify the producer, in writing or via email, of the results of any inspection. The notification must include a completed copy of the Minnesota Feedlot Inspection Checklist (wq-f3-45e). (Minn. R. ch. 7020.1600, subp. 3a.B(5)(a)). For compliance and desktop N &amp; P inspections the written or emailed inspection notification shall be within 30 days of a compliance determination.</p> <p><i>A file review should indicate the County has notified the producer(s) of compliance inspection results. Notification must be in writing or via email.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in the County's Delegation Agreement Work Plan Compliance Strategy (Minn. R. ch. 7020.1600, subp. 3a.B(5)).</p> <p><i>A file review should indicate that the County brought non-compliant feedlots into compliance as stated in their Delegation Agreement Work Plan Compliance Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status (Minn. R. ch. 7020.1600, subp. 2.H).</p> <p><i>When a County records a corrective action in Tempo, the file should contain documentation verifying the corrective action. Tempo should indicate that the audit data screen is correctly filled out for partial or complete upgrades and the Violations screen in Tempo has been updated to reflect the return to compliance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Permitting MPRs	YES	NO
<p>9. The County will issue permits within the 60/120-day time period according to Minn. Stat. § 15.99 (Minn. R. ch. 7020.0505, subp. 5.C).</p> <p><i>A file review should indicate that the County date stamps all application components and, if applicable, uses letters to notify producers of incomplete applications. An application component received by the County electronically (via email) does not need a date stamp provided the dated email is saved with the document.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>10. The County will make sure all permit applications are complete for sites under 500 AU. <b>All applications involving sites with 500 or more AU will be sent to the MPCA for full review for completeness and required elements.</b></p> <p>(Minn. R. ch. 7020.1600, subp. 2.C).</p> <p><i>A file review should indicate that the County uses the most recent agency-approved permit application checklist, verifying the information contained in the application is complete and accurate. When required a complete and accurate Manure Management Plan (MMP) must be submitted with the permit application. Note, upon UMN extension N recommendation changes, being incorporated into the MPCA's Nutrient Management Tool, (NMT), the county will encourage/promote the use of Online NMT when feedlot owners are required to develop MMP's as part of a permit application.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>11. The County will producer compliance with required notifications (Minn. R. ch. 7020.2000, subp. 4 and subp. 5) <b>for feedlots less than 500 AU and work with the MPCA in review of required notifications on sites with 500 AU or greater.</b></p> <p><i>Public notifications for new or existing feedlots with a capacity of <math>\geq 500</math> AU proposing to construct or expand must include the following information:</i></p> <ul style="list-style-type: none"> <li><i>a. Owner(s) name(s) or legal name of the facility;</i></li> <li><i>b. Location of facility - county, township, section, quarter section;</i></li> <li><i>c. Species of livestock and total animal units;</i></li> <li><i>d. Types of confinement buildings, lots, and areas at the animal feedlot; and</i></li> <li><i>e. Types of manure storage areas.</i></li> </ul> <p><i>Public notification is completed by equal or greater notification of one of the following:</i></p> <ul style="list-style-type: none"> <li><i>a. Newspaper (affidavit in file);</i></li> <li><i>b. Delivery by mail or in person; or</i></li> <li><i>c. As part of a county/township permitting process (Conditional Use Permit);</i></li> <li><i>d. A copy of the newspaper including date of publication;</i></li> <li><i>e. A printed copy of the notification from the newspaper website including date of publication.</i></li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>12. The County will issue the appropriate permit after completion of required notifications (Minn. R. ch. 7020.2000, subp. 4, 5) are assured.</p> <p><i>A file review should indicate that permits have been issued more than twenty (20) business days after public notifications.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Permitting MPRs	YES	NO
<p>13. The County will ensure that manure management plan (MMP) conditions have been met according to Minn. R. ch. 7020.2225, subp. 4.D prior to permit issuance (Minn. R. ch. 7001.0140).</p> <p>Upon UofM Extension nitrogen recommendation changes, incorporation of the changes into MPCA's NMT and MPCA providing notice to the Delegated Counties, the county will <i>encourage/promote use of MPCA online services for submittal of nutrient management plan development for CSF permit applications at sites with 300 AU or more &amp; for Interim permit applications.</i></p> <p><i>A file should contain either a an NMP and a completed NMP review checklist for any interim permit issued for a site 100 or &gt;100 AU; an NMP and a completed MMP review checklist for any CSF (construction short form) permit issued for a feedlot over 300 AU; A file review will confirm that a copy of the most recent Agency-approved MMP review checklist is in the permit file and verify that the NMP is complete, accurate and meets feedlot rule requirements as verified through the use of Tableau reports (i.e. Nutrient Management Tool Plan Reviewer) and the NMP review checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in Minn. R. ch. 7020.2100.</p> <p><i>A file review should indicate that MPCA engineering staff reviewed nonconcrete LMSAs, and for LMSA not requiring MPCA engineering staff review, the County uses the most recent Agency-approved LMSA checklist and that LMSA plans and specifications are complete, accurate and meet feedlot rule requirements as verified using the LMSA checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>15. The County will ensure that any pollution problems existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (Minn. R. ch. 7020.0535, subp. 7 and 7001.0140).</p> <p><i>A file review should indicate the County issues interim permits in appropriate situations and conducts an inspection at existing sites within one year prior to permit issuance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complaint Response MPR	YES	NO
<p>16. The County maintains a record of all complaint correspondence. (Minn. R. ch. 7020.1600, subp. 2.H. and subp. 2.J.(6))</p> <p><i>The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation.</i></p> <p><i>The complaint log should include:</i></p> <ul style="list-style-type: none"> <li><i>a. Type of complaint;</i></li> <li><i>b. Location of complaint;</i></li> <li><i>c. Date and time complaint was made;</i></li> <li><i>d. Facts and circumstances related to the complaint; and</i></li> <li><i>e. A statement describing the resolution of the complaint.</i></li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner Assistance MPR	YES	NO
<p>17. The County's Owner Assistance Strategy has been approved by the agency. (Minn. R. ch. 7020.1600, subp. 2.J.(5) and subp. 3a.B.(7))</p> <p><i>A review should indicate the County initiated their plan as stated in their Delegation Agreement Work Plan Owner Assistance Strategy.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

Staffing Level and Training MPR	YES	NO
<p>18. The CFO (and other feedlot staff) attend training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (Minn. R. ch. 7020.1600, subp. 2.K.)</p> <p><i>The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to Minn. R. ch. 7020 competency areas: regulating new construction, conducting inspections and evaluating compliance, handling complaints and reported spills, responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Air Quality MPR	YES	NO
<p>19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (Minn. R. ch. 7020.1600, subp. 2.I.)</p> <p><i>The County should maintain a pumping notification log. The log should include:</i></p> <ul style="list-style-type: none"> <li><i>a. Names of the owners/legal facility name;</i></li> <li><i>b. Location of the facility (county, township, section, quarter);</i></li> <li><i>c. Facility permit number; and</i></li> <li><i>d. Start date and number of days to removal.</i></li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Web Reporting Requirement	YES	NO
<p>20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measurable outcomes as a result of the expenditure of funds. (86<sup>th</sup> Legislature, MN Session Laws 2009, Chapter 37 – H. F No. 2123, article 1, section 3, subdivision 1)</p> <p><i>As of July 1 of the current program year, the CFO Annual Report and MPCA Financial Report from the previous program year should be posted on the County's website:</i></p> <p><a href="https://www.revisor.mn.gov/laws/?year=2009&amp;type=0&amp;doctype=Chapter&amp;id=37">https://www.revisor.mn.gov/laws/?year=2009&amp;type=0&amp;doctype=Chapter&amp;id=37</a></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



## Appendix A

### 2026-27 Delegation Agreement Work Plan Guidance

This Delegation Agreement Work Plan applies to feedlots that are required to be registered under Minn. R. ch. 7020.

If a Delegated County (County) will not be able to meet their registration, inspection, compliance and/or owner assistance strategies during the year the County needs to communicate this with the MPCA in a timely manner and work with MPCA to determine an acceptable alternative. If a County is unable to achieve the strategies of the Delegation Agreement Work Plan, they risk losing funding. A County that does not meet the minimum seven percent inspection rate may be at risk for losing funding.

#### 1. DATA PRACTICES:

Any data requested that is part of the Tempo warehouse data dump, MPCA's "What's in my Neighborhood" and a submitted permit application and Manure Management Plan is public information. As such the county is not required to immediately notify the MPCA and is does not need to await direction on whether the county can disseminate this data to the public. The county can release this public data because this statement is a blanket approval for the county to do so.

#### 2. REGISTRATION:

##### a) Producer contact information

- If a feedlot owner provides contact information (phone / email) it needs to be entered. Counties should not enter their own contact information if a feedlot owner has provided contact information.
- If a feedlot owner does not provide contact information an effort should be made by the CFO to gather/obtain feedlot owner contact information (phone/email) before entering registration information so, if possible, the feedlot owner's contact information is entered rather than the contact information of the CFO.
- Entering CFO contact information (phone/email) as part of a feedlot's contact information should only be done as a last resort... meaning that either:
  - The feedlot owner does not have phone/email contact information.
  - The feedlot owner is unwilling to provide contact information.

##### b) Collected registration information

- If a feedlot owner submits registration information to the county (i.e., Registration Data Collection sheet or permit application) so that the county can enter the registration information into the on-line registration service, the submitted information needs to be retained (attached in Tempo or in county file).

##### c) Registration receipt

- If a feedlot owner does not provide email contact information and CFO email contact information is entered as contact information for the feedlot, the CFO needs to clearly document receipt of registration back to the feedlot owner. Acceptable forms of documentation include:
  - Dated registration receipt letter;

- Dated inspection letter that indicates registration was updated;
- Dated permit cover letter that indicates registration was updated; or
- The County will document the dated 30-day registration receipts as described in the Registration Strategy above.

d) Register / Update feedlot registration information when permits are issued

- When a feedlot owner submits an application for a feedlot permit or Notice of Construction, the CFO needs to ensure that:
  - New feedlot sites are registered based on the information submitted; and
  - Registration information is updated for existing feedlot sites based on the information submitted.

## 6. TYPES OF INSPECTIONS

Please refer to the Minnesota Feedlot Inspection Checklist (Checklist) to learn more about a feedlot inspection. All inspections must be documented.

**Compliance Inspection** is an onsite, full facility inspection during which all parts of the feedlot are inspected. When inspecting a site registered for  $\geq 100$  AU, the nitrogen section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo, select *FE Compliance Inspection* as the Compliance Evaluation Type and load applicable checklist.

**Construction Inspection** is an onsite inspection completed at a feedlot site that is constructing. A construction inspection typically involves just inspecting the construction activity that is taking place and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo, select *FE Construction Inspection* as the Compliance Evaluation Type and load applicable checklist.

**Complaint Inspection** is an inspection conducted in response to a complaint. A complaint inspection typically involves just inspecting the portion of the feedlot, land application site, manure stockpile or other areas relating to the complaint and does not require inspection of any other area not directly related to the complaint. When entering an inspection of this type into Tempo, select *FE Complaint Inspection* as the Compliance Evaluation Type.

**Stockpile Inspection** is an onsite inspection conducted to inspect one or more stockpiles. A stockpile inspection typically involves just inspecting the portion of the feedlot relating to the stockpile(s) and does not require inspection of other parts of the feedlot. The stockpile section(s) of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo, select *FE Stockpile Inspection* as the Compliance Evaluation Type and load the applicable checklist portions.

**Manure Storage Area Closure** is an inspection that has been conducted at a facility and the inspector has evaluated the site's compliance with manure storage area closure requirements. If you have received a notification of manure storage area closure and did not inspect the facility, follow the procedure for "How to enter Notification of Manure Storage Area Closure" located here (<file:///pca.state.mn.us/xdrive/Tempo/Feedlot/>).

*Note that stockpile and manure storage area closure inspections, on their own, do not count towards the minimum seven percent inspection requirement.*

### Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted in conjunction with a compliance inspection of a site registered for  $\geq 300$  AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. Feedlot owners are required to maintain three (3) years of field records when fields do not have sensitive features and six (6) years when fields do contain sensitive features. **Please see phosphorus inspection guidance found on the MPCA County Feedlot Officers webpage for more information.**
- **Desktop Nitrogen & Phosphorus Record Review** is an inspection of both nitrogen and phosphorus land application records of a site registered for  $\geq 300$  AU. This is an independent inspection conducted without inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out for the inspection to be complete. This inspection typically would be conducted in the office after requesting and receiving application records, but it could also be conducted onsite. When entering an inspection of this type into Tempo, select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type and load the applicable checklist. **NOTE:** When a Desktop Nitrogen & Phosphorus Record Inspection is conducted, review of the phosphorus portion of the records must be completed in the same manner as described in the Phosphorus inspection above.
- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The inspection should include a review of the MMP as applicable. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo, select *FE In-field Land Application Inspection* as the Compliance Evaluation Type and load the applicable checklist. In-field land application inspections should focus on fields that have sensitive features present.

### A Special Note about Inspections at Facilities Designated as a Large CAFO or Operating Under an NPDES or SDS Permit

County inspections conducted at NPDES/SDS/CAFO sites DO NOT count towards the minimum seven percent (7%) inspection rate. If the inspection was requested of the County by MPCA feedlot program staff the County can add that inspection to the CFO Annual Report to obtain performance credits.

## 7. INSPECTION DOCUMENTATION

### Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR #3). The results of compliance and land application inspections are to be documented and communicated in writing or via email to the feedlot owner. For compliance inspections and desktop N & P record reviews results are to be communicated to the feedlot owner within 30 days of a compliance determination (MPR #6).

Both the Checklist and the written communication of inspection results to the feedlot owner need to be either in the County's file or uploaded into Tempo.

It is not necessary to document and communicate results to the feedlot owner for a construction or complaint inspection unless compliance issues are discovered as a result of the inspection.

For **Compliance** inspections at feedlot sites with  $\geq 300$  AU where **manure application records are kept**, documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- A copy or photo of a representative sample of manure application records that were evaluated. Examples include manure and soil sample results, field maps with application rates, MPCA Manure Planner; (This is not tied to an MPR.)
- The County's evaluation of nitrogen rates (i.e., nitrogen rate worksheet). Include documentation used to make a nitrogen determination; and
- The County's evaluation of phosphorus rates (i.e., phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection.

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Compliance** inspections at feedlot sites with 100-299 AU where **manure application records are required to be kept**, documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- The County's evaluation of nitrogen rates (i.e., nitrogen rate worksheet). Include documentation used to make a nitrogen determination; and
- The County's evaluation of phosphorus rates (i.e., phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection.

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Desktop N & P** inspections documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- A copy or photo of a representative sample of manure application records that were evaluated; (This is not tied to an MPR.)
- The County's evaluation of the nitrogen rates (i.e., nitrogen rate worksheet); and
- The County's evaluation of phosphorus rates (i.e., phosphorus rate worksheet).

The County can also include additional items as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Compliance inspections** at feedlot sites where manure application records are **not** required to be kept (sites with less than 100 AU) and other types of inspections, documentation in the file must include the Checklist, written communication of inspection results to the feedlot owner and at least one of the following suggested pieces of documentation.

#### **Suggested**

The following are suggestions for documenting an inspection. This documentation should be either in the County's file or uploaded into Tempo.

- **Compliance Inspection** - aerial photos, maps, camera photos, notes (on non-compliance),

- **Construction Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation
- **Complaint Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results
- **Stockpile Inspection** - aerial photos, maps, camera photos, notes, locations of nearby sensitive features requiring setbacks, soil information (slope/depth to seasonal water table/texture).
- **Land Application Inspections** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results
- **Manure Storage Area (MSA) Closure** – either a letter stating that the MSA was closed in accordance with rule requirements and/or photo documenting the closure

For all inspection types except Construction and Complaint:

- Checklist must be used.
- Results must be entered in Tempo.
- A follow-up letter needs to be sent to the feedlot owner. The letter should include Checklist section(s) where non-compliance was identified (or a copy of the entire Checklist) and corrective actions/time frames for addressing non-compliance if applicable. For Compliance and Desktop N & P inspections the follow-up letter is to be sent to the producer within 30 days of compliance determination.
- Inspection documentation needs to be in County files or uploaded into Tempo.

For Construction and Complaint inspections:

- Inspection checklist can be used.
- Results must be entered in Tempo.
- Inspection documentation should be in County files or uploaded into Tempo.

#### HOW THE MINIMUM 7% INSPECTION RATE IS DETERMINED AND CALCULATED

1. A minimum of 7% of sites required to be registered must be inspected before any PCs are earned.
  - Only sites that received a Compliance, Construction, Desktop N&P, or In-field Land Application inspection can be used to satisfy the 7% minimum.
2. The following multipliers are used when using site inspections to satisfy the 7% minimum:
  - Sites that received a Compliance Inspection are counted as one (1.0) inspection.
  - Sites that received a Construction inspection are counted as one (1.0) inspection.
  - Sites that received a Desktop Nitrogen & Phosphorus Record inspection are counted as one (1.0) inspection.
  - Sites that received an In-field Land Application inspection are counted as one half (0.5) of an inspection.

#### HOW PERFORMANCE CREDITS (PCs) ARE CALCULATED

3. Counties must meet or exceed 85% of the Minimum Program Requirements (MPRs) and the 7% minimum site inspection rate to be eligible to receive PCs.
4. At least half of the site inspections used to satisfy the 7% minimum need to be **Compliance** inspections. The remaining half can be a combination of inspection types including Compliance, Construction, Desktop Nitrogen & Phosphorus Record Inspection, or In-field Land Application.

5. PCs are not earned for inspections that satisfy the 7% minimum.
6. Inspections are applied to the 7% minimum in the following order:
  1. Compliance
  2. Construction
  3. Desktop Nitrogen & Phosphorus
  4. In-field Land Application
7. PCs are awarded for any inspection(s) not used to satisfy the 7% minimum based on the PC multipliers in the CFO Annual Report.

### EXAMPLES

A county has 100 feedlots required to be registered. A minimum 7% inspection rate means a minimum of seven (7) feedlot sites need to be inspected and at least three and a half (3.5) of these inspections need to be Compliance inspections.

1. If the county inspects eight feedlot sites (8 Compliance inspections), they would receive 3 PCs for the extra Compliance inspection.
2. If the county inspects eight feedlot sites (7 Compliance and 1 Construction), they would receive 2 PCs for the extra Construction inspection.
3. If the county inspects nine feedlot sites (3 Compliance and 6 Construction), they would receive 0 PC. Only three Compliance inspections were done and that is not at least half (3.5) of the required 7% (7).
4. If the county inspects 13 feedlot sites (4 Compliance, 2 Construction, 1 Desk-top Nitrogen & Phosphorus and 6 In-field Land Application), they would receive 6 PCs.
  - o 4 Compliance, 2 Construction, and 1 Desktop N&P inspections satisfy the 7%.
  - o What's left goes towards PCs: 6 In-field Land Application x 1 = 6 PCs.
5. If the county inspects 18 feedlot sites (8 Compliance, 2 Construction, 1 Desk-top Nitrogen & Phosphorus and 7 In-field Land Application), they would receive 17 PCs.
  - o The first 7 Compliance inspections go towards the 7%.
  - o What's left goes towards PCs: one Compliance x 3 = 3 + two Construction x 2 = 4 + one Desktop N&P x 3 = 3 + seven In-field Land Application x 1 = 7 for a total of 17 PCs (3 + 4 + 3 + 7).
6. If the county inspects 15 feedlot sites (4 Compliance, 1 Construction, and 10 In-field Land Application), they would receive 6 PCs.
  - o Four Compliance, one Construction, and four In-field Land Application inspections go towards the 7% ( $4 + 1 + \{4 \times 0.5\} = 7$ ).
  - o What's left goes towards PCs: six In-field Land Application x 1 = 6 PCs.

### HOW INSPECTIONS COUNT TOWARDS THE MINIMUM SEVEN PERCENT (7%) INSPECTION RATE

**Compliance and construction Inspections** count toward the minimum 7% inspection rate, each as one (1) inspection.

**Desktop Nitrogen & Phosphorus Record Review** (conducted independent of a compliance inspection) at a feedlot site  $\geq 300$  AU counts as one (1) inspection. Credit will be given only if there are records available and if those records are sufficient to make a compliance determination on the nitrogen and phosphorus record and rate requirements. Therefore, looking at both nitrogen and phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

**In-field Land Application Inspection** at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as one half (0.5) an inspection.



In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure should not be considered a large CAFO or operating under an NPDES or SDS permit.

It is important to note that only one inspection can be counted toward the minimum 7% inspection rate for any given feedlot site during the program year. For example, if a County completes a compliance inspection and an in-field land application inspection at the same feedlot site during the same program year, the in-field land application inspection cannot be counted towards the minimum 7% inspection rate. However, any additional inspections completed for the same feedlot site during the same program year may count towards performance credits.

If **at the time of inspection**, a site has a current (January 1, 2022 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland) and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the 7% inspection rate.

## 8. INSPECTION STRATEGY

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (compliance and land application) and the time commitment required. The County should not design their inspection goals to simply meet the minimum 7% inspection rate. Rather, the County is urged to set inspection goals according to their inspection needs such as feedlots that have never been inspected. The County needs to be realistic with their inspection strategy because they will be required to initiate and work towards these strategy goals (MPR #5).

### Recommended Approach for Developing an Inspection Strategy

**Step 1.** The first step is to calculate the number of feedlots the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance/construction/desk-top nitrogen and phosphorus record/in-field land application inspections annually. One in-field land application inspection counts as one half (0.5) inspection towards the minimum 7% inspection rate.

**Step 2.** The second step is to decide how many inspections the County can conduct in each of the high risk/low risk categories over the next two years. Counties are encouraged to inspect sites in the BWSR One Watershed One Plan (see link below). Remember that inspections require follow-up and possible enforcement for non-compliant sites. Follow-up calls, letters, assistance and enforcement do not count towards the minimum 7% inspection rate.

## 9. BWSR ONE WATERSHED ONE PLAN (1W1P): <http://bwsr.state.mn.us/planning/1W1P/index.html>

## APPENDIX B

### 2025 County Program Base Grant Feedlot Number

Delegated County	County Vendor Number	Location	Feedlots Eligible for Funding	Minimal Funding	Base Grant Award (County must match)	MPR Award	Total Award
Big Stone	0000197278	2	53	Yes	\$7,500.00		\$7,500.00
Blue Earth	0000197279	2	327		\$27,848.67	\$12,310.57	\$40,159.24
Brown	0000197280	1	319		\$27,167.35	\$12,009.40	\$39,176.75
Carver	0000197282	1	160		\$13,626.26	\$6,023.52	\$19,649.78
Clay	0000197285	1	79		\$6,727.97	\$2,974.11	\$9,702.08
Cottonwood	0000197287	1	186		\$15,840.53	\$7,002.34	\$22,842.87
Douglas	0000197326	2	250		\$21,291.03	\$9,411.75	\$30,702.78
Faribault	0000197291	1	250		\$21,291.03	\$9,411.75	\$30,702.78
Fillmore	0000196178	1	561		\$47,777.07	\$21,119.97	\$68,897.04
Freeborn	0000197292	1	198		\$16,862.50	\$7,454.11	\$24,316.60
Goodhue	0000197327	1	445		\$37,898.03	\$16,752.92	\$54,650.95
Houston	0000197295	2	300		\$25,549.24	\$11,294.10	\$36,843.34
Jackson	0000197297	1	278		\$23,675.62	\$10,465.87	\$34,141.49
Kandiyohi	0000197330	1	274		\$23,334.97	\$10,315.28	\$33,650.25
Kittson	0000195228	1	18	Yes	\$7,500.00		\$7,500.00
Lac qui Parle	0000197331	1	172		\$14,648.23	\$6,475.29	\$21,123.51
Lake of the Woods	0000197332	1	19	Yes	\$7,500.00		\$7,500.00
Le Sueur	0000197299	1	147		\$12,519.13	\$5,534.11	\$18,053.24
Lincoln	0000197300	1	366		\$31,170.07	\$13,778.81	\$44,948.87
Lyon	0000197301	1	282		\$24,016.28	\$10,616.46	\$34,632.74
Marshall	0000197334	1	50	Yes	\$7,500.00		\$7,500.00
Martin	0000197302	1	489		\$41,645.25	\$18,409.39	\$60,054.64
McLeod	0000197362	1	229		\$19,502.58	\$8,621.17	\$28,123.75
Meeker	0000197303	1	273		\$23,249.80	\$10,277.63	\$33,527.44
Morrison	0000197305	1	529		\$45,051.82	\$19,915.27	\$64,967.09
Mower	0000197306	1	304		\$25,889.89	\$11,444.69	\$37,334.58
Murray	0000197307	1	425		\$36,194.75	\$15,999.98	\$52,194.73
Nicollet	0000197335	1	278		\$23,675.62	\$10,465.87	\$34,141.49
Nobles	0000197336	1	458		\$39,005.17	\$17,242.33	\$56,247.50
Norman	0000197308	1	46	Yes	\$7,500.00		\$7,500.00
Pennington	0000197338	1	32	Yes	\$7,500.00		\$7,500.00
Pipestone	0000197311	1	414		\$35,257.94	\$15,585.86	\$50,843.81
Polk	0000197339	1	54	Yes	\$7,500.00		\$7,500.00
Pope	0000197340	1	145		\$12,348.80	\$5,458.82	\$17,807.61
Red Lake	0000197341	1	31	Yes	\$7,500.00		\$7,500.00
Renville	0000197312	1	263		\$22,398.16	\$9,901.16	\$32,299.33
Rice	0000197343	1	237		\$20,183.90	\$8,922.34	\$29,106.24
Rock	0000197313	1	541		\$46,073.79	\$20,367.03	\$66,440.82
Stearns	0000194398	1	1328		\$113,097.95	\$49,995.23	\$163,093.18
Steele	0000197345	1	190		\$16,181.18	\$7,152.93	\$23,334.11
Stevens	0000197317	1	110		\$9,368.05	\$4,141.17	\$13,509.22
Swift	0000197318	1	138		\$11,752.65	\$5,195.29	\$16,947.94
Todd	0000197346	1	701		\$59,700.05	\$26,390.56	\$86,090.60
Traverse	0000197319	1	36	Yes	\$7,500.00		\$7,500.00
Wadena	0000197364	2	68		\$5,791.16	\$2,560.00	\$8,351.16
Waseca	0000197320	2	228		\$19,417.42	\$8,583.52	\$28,000.94
Watsonwan	0000197322	1	162		\$13,796.59	\$6,098.82	\$19,895.40
Winona	0000197348	1	460		\$39,175.49	\$17,317.63	\$56,493.12
Wright	0000197323	1	220		\$18,736.11	\$8,282.34	\$27,018.45
Yellow Medicine	0000197349	1	225		\$19,161.93	\$8,470.58	\$27,632.50
<b>Total</b>			<b>13,348</b>	<b>9</b>	<b>\$1,175,400.00</b>	<b>\$489,750.00</b>	<b>\$1,665,150.00</b>

## APPENDIX C

### CFO referral of enforcement to MPCA

## Policy memo: Referral of enforcement cases from delegated counties to MPCA

DATE : June 21, 2006 (updated June 1, 2021)  
TO : MPCA and County Feedlot Staff  
FROM : Randall G. Hukriede, Feedlot Program Manager  
PHONE : 320-295-2227

**Goal:** To provide criteria to promote statewide consistency regarding acceptance of feedlot enforcement referrals from delegated counties to the Minnesota Pollution Control Agency (MPCA) where there is a persistent failure by a feedlot owner to correct pollution hazards. Referral of cases from the delegated counties to the MPCA should be done infrequently and only for very serious cases. This memo does not apply to situations where a county feedlot officer (CFO) discovers a blatant violation (e.g., acute discharging, pumping, piping, dumping manure to waters of the state). These situations should be referred to the MPCA immediately.

### Situations where referrals may be accepted:

- Conflict of interest between producer and county/CFO;
- Serious environmental harm/potential for harm;
- Pollution problems and/or investigations involving multiple counties; and
- Other cases as determined appropriate by the MPCA.

### Requirements for the county before cases are referred:

- County must have issued a Notice of Violation (NOV);
- County must have tried to refer the case to its county attorney if its previous enforcement action was not successful in resolving the case;
- County must send a letter to the MPCA describing what it has done to resolve the case and why it wants to refer the case to the MPCA; and
- County must agree to continue to work with the MPCA as needed to resolve the case.

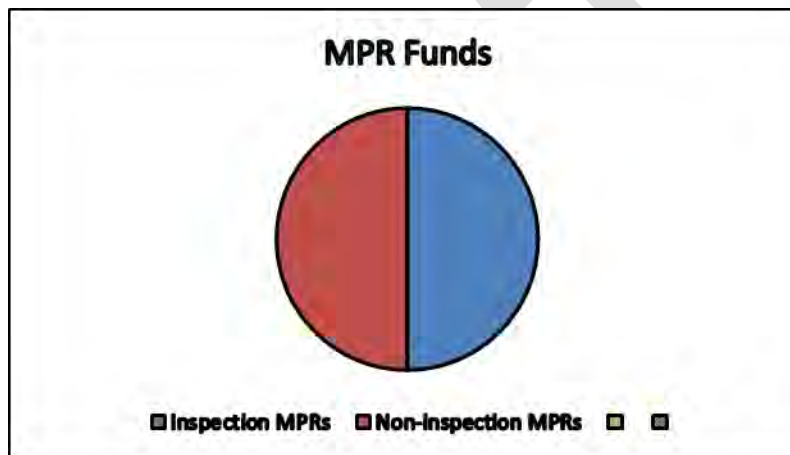
### Requirements for the MPCA:

- Incorporate enforcement requirements by reference into county workplans and delegation agreements.
- Staff meet with supervisor and compliance coordinator to approve acceptance of the referral.
- Continue to conduct enforcement training for CFOs and/or county attorney as needed.
- Maintain a NOV and Letter of Warning to be used by counties.

## Appendix D MPCA Feedlot Program

### MINIMUM PROGRAM REQUIREMENTS SCORING SYSTEM CHECKLIST

Minimum Program Requirement (MPR) funds are awarded when a county meets both inspection and non-inspection MPRs. Minn. Stat. § 116.0711, subp. 2 (c) states a county can lose 50% of MPR funds for not meeting inspection MPRs (7% inspection requirement). The MPCA has determined that if a county does not meet non-inspection MPRs, the county can also lose MPR funds. Therefore, half of the MPR funds can be lost for not meeting inspection MPRs (as per Statute) and half can be lost for not meeting non-inspection MPRs. To earn the total MPR fund amount, a county must meet inspection MPRs (7% inspection requirement) and at least 80% of their non-inspection MPRs.



#### FAILURE TO MEET INSPECTION MPRs (Minimum 7% inspection rate)

Fully Funded County	<ul style="list-style-type: none"> <li>• Lose Performance Credits (PC)</li> <li>• Lose 100% of inspection MPR funds (50% of total MPR funds)</li> </ul>
Minimally Funded County	<ul style="list-style-type: none"> <li>• Lose PCs</li> <li>• Lose \$937.50 (half of 25% of \$7500)</li> </ul>

YEAR 1 - See above, plus

- MPCA County Program Lead sends letter (in addition to year-end review letter) to CFO's immediate supervisor copying CFO, and
- MPCA requires CFO to schedule one formal check-in with MPCA County Program Lead and MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year.

YEAR 2 – See above, plus

- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (e.g., department head, county administrator, county board chair), and
- MPCA schedules a meeting with county program leadership to discuss and plan for success.

Year 3 – See above, plus

- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (e.g. department head, county administrator, county board chair), and
- MPCA schedules a meeting with county leadership to discuss issues, delegation, and a plan for county success or exit.

### **FAILURE TO MEET NON-INSPECTION MPRs**

Both fully funded and minimally funded counties need to meet 90% of MPRs to obtain PCs (per statute).

<b>If a county meets _ of non-inspection MPRs</b>	<b>County receives _ of non-inspection MPR funds</b>
>80%	100% (50% of total MPR funds)
60-79.9%	50% (25% of total MPR funds)
<60%	0%

YEAR 1 – If a county meets <80% non-inspection MPRs, see above, plus

- MPCA requires that the CFO schedule two formal check-ins with MPCA County Program Lead and the county's MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year, and
- MPCA County Program Lead sends letter (in addition to year-end review letter) to CFO's immediate supervisor and copies CFO.

YEAR 2 – If a county meets <80% non-inspection MPRs, see above, plus

- MPCA requires that the CFO schedule three formal check-ins with MPCA County Program Lead and the county's MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year.
- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (i.e., department head, county administrator, county board chair); and
- MPCA schedules a meeting with county program leadership to discuss and plan for success.

YEAR 3 – If a county meets <80% non-inspection MPRs, see above, plus

- MPCA requires that the CFO schedule three formal check-ins with MPCA County Program Lead and the county's MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year,
- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (i.e., department head, county administrator, county board chair); and
- MPCA schedules a meeting with county leadership to discuss issues, delegation, and plan for success or exit.

For minimally funded counties, MPR funds are equal to 25% of \$7,500.00 or \$1,875.00. Half of this amount (\$937.50) can be lost for not meeting the required 7% inspection rate (inspection MPRs) and up to half (\$937.50) can be lost for not meeting non-inspection MPRs.





WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested</b> (Check one):		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-23</b>
<b>Agenda Topic Title for Publication:</b>		<b>Rural MN CEP Employment Services update and contract renewal</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 Mins	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: David Smith/Becky Costner/Jackie Och		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Rural MN CEP is here to provide an annual update and contract with Todd County HHS to provide MFIP and DWP Employment Services.		
<b>Options:</b>		
1. Approve the 1/1/2026 to 12/31/2026 contract for Rural MN CEP to provide MFIP and DWP Employment Services.		
2. Not approve.		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve the 1/1/206 to 12/31/2026 contract for Rural MN CEP to provide MFIP and DWP Employment Services.		
<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 195,968</b> <b>Funding Source(s):</b> 11-Social Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Auditor/Treasurer Archival Purposes Only:</b>		
<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
<b>Official Certification</b>		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



## **CONTRACT FOR PURCHASE OF SERVICES**

This agreement is made and entered between Todd County, hereinafter referred to as the "COUNTY," and Rural Minnesota CEP, Inc., hereinafter referred to as the "PROVIDER."

### **WITNESSED:**

WHEREAS, funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under the Minnesota Family Investment Program (MFIP) including the Diversionary Work Program (DWP) Minnesota Law Chapter 256J.

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. **PROGRAM:** The foregoing recitals are made part of this grant agreement by reference. The PROVIDER shall implement the Statement of Work for all programs that are incorporated herein by reference as a part of this grant agreement.
2. **DUTIES AND PAYMENT:** The PROVIDER is hereby authorized to expend funds for the MFIP program in accordance with the following:
  - a. **Available Funds:** The total estimated amount allocated for this grant agreement shall not exceed the amount indicated in Exhibit A - Budget attached hereto. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for the indicated level of funding to the PROVIDER, the obligations of each party hereunder shall thereupon be canceled, provided that any cancellation of this grant agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.
  - b. The PROVIDER shall charge the COUNTY the actual cost of service delivery for the applicable program as described in the budget for same.
  - c. **Administrative Costs** for MFIP shall be no more than 7.5% of MFIP Consolidation funds.
  - d. **Payment:** The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred

by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse any costs incurred which are not in accordance with applicable federal, state and COUNTY regulations and policies and budgets developed heretofore.

3. **CONTRACT DURATION:** The effective dates of this contract are January 1, 2026 to December 31, 2026, with an option for one extension from January 1, 2027 to December 31, 2027, by updating the Budget and Measurable Goals, unless otherwise terminated as indicated below. Services performed and incurred during this contract duration will be applied to this grant agreement in accordance with applicable Office of Management and Budget (OMB) Circulars, federal and state laws and policies, and generally accepted accounting principles.
4. **TERMINATION:** If, at any time, funds in support of this grant agreement become unavailable, this grant agreement may be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - a. **Termination for Convenience:** Either party to this grant agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.
  - b. **Termination for Cause:** The COUNTY may terminate the grant agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this grant agreement. If the PROVIDER fails to perform in whole or in part under this grant agreement or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies that is agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the grant agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the grant agreement.
5. **DISPUTES:**
  - a. The PROVIDER and COUNTY agree to attempt to resolve disputes arising from the grant agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

- b. Any dispute concerning a question of fact arising under this grant agreement which is not settled by informal means shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
  - c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this grant agreement in accordance with the COUNTY'S initial decision.
  - d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above, provided that nothing in this grant agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
- 6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the PROVIDER and the COUNTY to resolve issues between the PROVIDER and program participants.
- 7. REPORTS: The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations, COUNTY policies or as a result of monitoring activities.
- 8. LIABILITY:
  - a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this grant agreement, a fidelity bond in an amount not less than \$100,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY upon request.
  - b. Indemnity: The PROVIDER agrees to indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, or employees in the performance of the services provided by this grant agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this grant agreement. Similarly, the COUNTY agrees to hold the PROVIDER harmless from the same judgments and expenses which are resulting from its agents or employees.
  - c. Insurance: The PROVIDER further agrees that it will at all times during the term of this grant agreement have and keep in force:
    - 1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$3,000,000.

2. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the COUNTY.
- d. The PROVIDER will furnish the COUNTY upon request certificates of bonding and insurance prior to the effective date of this grant agreement.
  - e. The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
  - f. In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. above, then such legal expense shall be borne by the COUNTY.
9. INDEPENDENT CONTRACTOR: It is agreed by both parties that at all times and for all purposes within the scope of this grant agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor.
10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this grant agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.
  - a. Records/Audits: The PROVIDER will maintain records, books, documents, and other evidence which sufficiently and properly reflect all costs and activities of any nature supported by funds under this grant agreement. The PROVIDER agrees to use such fiscal, audit, and accounting procedures as may be necessary to assure and promote sound financial management, including effective internal controls. The authorized representatives of the COUNTY, state, or federal agencies shall have access to and the right to examine for audit purposes or otherwise, any books, documents, papers or records of the PROVIDER which are pertinent and involve transactions relating to this agreement during regular business hours. PROVIDER agrees to fully cooperate in any such examination and/or audit.

All records pertaining to this agreement shall be retained by the PROVIDER for a period of at least six (6) years (Minn. Stat. Sec. 16C05, subd. 5) after the COUNTY makes the final payment, or after resolution of any audit findings (OMB Administrative requirements), whichever period is longer for audit purposes. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6-year period, the records must be retained until completion of the

action and resolution of all issues which arise from it, or until the end of the regular 6-year period, whichever is later.

The PROVIDER agrees to have an annual audit in accordance with Subpart F – Audit Requirements of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The COUNTY will submit to the PROVIDER, prior to the audit activity and upon request, a report that specifies the amount of federal and state funds that comprise the total payments made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY upon request, but in no event later than 12 months after the end of the PROVIDER’S fiscal year.

- b. Program Standards: The PROVIDER agrees to comply with the OMB Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as it is applicable and as it relates to its particular agency in the utilization of funds, the operations of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation as amended. Under Uniform Guidance Cost Principles, common or joint costs charged to grants must be based upon written cost allocation plans.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this grant agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted, as requested by the PROVIDER.

- c. Non-Discrimination Statement: The PROVIDER will comply with:

- i. The Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.
- ii. The Rehabilitation Act of 1973, as amended.
- iii. Title IX of the Education Amendments of 1972, as amended.
- iv. The Age Discrimination Act of 1975, as amended.
- v. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended.
- vi. The Minnesota Human Rights Act (Minnesota Statute 363).

- d. Affirmative Action: The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes,

Section 363A.36.

- e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646).
  - f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility that is used for religious instructions or worship. PROVIDER further agrees that no funds shall be expended for sectarian worship, instruction or proselytization.
  - g. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) with respect to “data on individuals”.
11. VOTER REGISTRATION: The PROVIDER shall provide nonpartisan voter registration services and assistance as required by Minnesota Statutes, Section 201.162.
  12. ASSIGNMENT: The PROVIDER may contract for services intended to fulfill the obligations of this contract with the prior approval of the COUNTY, without diminishing its obligations under this agreement.
  13. PRE-GRANT COSTS: Costs incurred from 30 days prior to the effective date of this grant agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this grant agreement.
  14. MODIFICATIONS: Any modifications to this grant agreement shall be in writing and shall be executed by the same parties who executed the original grant agreement, or their successors in office.
  15. LOBBYING CERTIFICATION AND DISCLOSURE: The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule.
  16. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this grant agreement will be continued and not reduced in any way as a result of this grant agreement except for reductions unrelated to the provisions or purpose herein stated.
  17. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this grant agreement. Further, no person having such a conflicting interest shall be employed under this grant agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.



18. PROVIDER DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION: PROVIDER certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency. PROVIDER agrees to notify the COUNTY immediately, should suspension or debarment become an issue for the PROVIDER.

In WITNESS WHEREOF, the COUNTY and PROVIDER hereby execute this agreement.

BY \_\_\_\_\_  
Chairperson, County Human Services

DATED \_\_\_\_\_, 2025

and/or, as preferred by COUNTY

BY \_\_\_\_\_  
Director, County Social Service Agency

DATED \_\_\_\_\_, 2025

BY  \_\_\_\_\_  
Executive Director, Rural Minnesota CEP, Inc.

DATED 11/10/2025 | 10:13 AM PST, 2025

**STATEMENT OF WORK  
MINNESOTA FAMILY INVESTMENT PROGRAM  
DIVERSIONARY WORK PROGRAM  
FAMILY STABILIZATION SERVICES\*\*  
FOR PROGRAMS OPERATED BY RURAL MINNESOTA CEP, INC.**

**I. Minnesota Family Investment Program**

**Purpose:** The Minnesota Family Investment Program (MFIP) is intended to divert applicants from public assistance when possible, and to encourage rapid movement into employment when public assistance is needed. The program is designed to help caretakers achieve economic stability through rapid attachment to the workforce.

**Requirements:** All MFIP provider systems must include the following services: overview, assessment, screening, employment plan development, job search, and work activities. Participants have twelve weeks to find jobs and are then expected to work for pay or provide a useful public service. Short-term education and training are available, if necessary to meet an employment goal. In order to maintain benefits welfare recipients must meet participation requirements as defined in the employment plan.

Three-Year MFIP Self-Support Index – A county that achieves a percent of MFIP cases off cash assistance or working 30 or more hours per week three years after the baseline quarter within or above the county’s range of expected performance will receive an additional allocation equal to 2.5% of its initial allocation.

**Program Design:** PROVIDER services have been designed to meet the MFIP performance goals, and include activities required by state law and regulations. The PROVIDER will operate MFIP following the philosophy of a work program. Plans for caretakers will be developed to support the most direct routes to jobs. The expectation will be for full time work unless personal or family circumstances require fewer hours. The goals are to have all caretakers working by their twelfth week of participation, to assist caretakers “stop the clock” on their time limited assistance, and to exit caretakers off MFIP due to increased income.

The program takes into account the fact that the COUNTY will be the initial point of contact for MFIP participants.

The COUNTY role will include:

- Taking applications for public assistance.
- Determining eligibility for public assistance.
- Screening applicants for possible referral for assistance outside the welfare system.
- Providing or participating in an orientation to MFIP.

- Referring applicants eligible for MFIP services to PROVIDER.
- Notifying the recipient to participate in MFIP.
- Informing PROVIDER of those who have been notified to participate.
- Sanctioning nonparticipants.
- Granting extensions as appropriate when hardship, employed, and hard-to-serve criteria apply.

At the option of the COUNTY, COUNTY staff may also:

Conduct a pre-assessment of needs and personal issues, particularly regarding childcare and transportation that could interfere with job seeking or employment.

Participate in the PROVIDER overview of MFIP services.

The PROVIDER will perform the services listed above at the request of the COUNTY.

PROVIDER will deliver the following services:

**Overview** stresses the advantages and importance of obtaining work, as well as describing program requirements, available services, incentives, participants' rights and responsibilities, and the consequences for failure to comply with program requirements. Overview will be offered frequently so clients can be scheduled within ten days.

**Assessment** begins at overview and continues throughout the individuals' participation. The component focuses on the participant's ability to obtain and retain employment. The emphasis is on identifying strengths and strategies to address issues that could interfere with work. Assessment seeks information on education level, prior employment and work experience, transferable work skills, family circumstances, interests and abilities, need for referral to other agencies, supportive service needs, financial situation, health, child care needs, transportation availability, involvement with other agencies, and the need for refresher courses for certification or licensure.

The **Employment Plan** is based on the assessment and outlines the most direct path to unsubsidized employment that can lead to income stability. It includes an employment goal, mandatory activities, timetable, reporting requirements, supportive services needs, an obligation to accept suitable employment, participation requirements, specific activities, the steps to obtain employment, and the consequences for not following the plan. The plan will clearly indicate that all activities are mandatory unless otherwise specified. Hours of participation will meet the weekly work requirements. The participant and job counselor will review the plan and progress towards employment during job search. Employment plans will be reviewed at least every three months and updated if revisions are needed.

The Employment Plan may include any of the following **Work Activities**:

In the **Job Search System** participants learn and practice how to identify employment opportunities; access the hidden job market for openings; prepare an effective resume; perform well at interviews; and how to find, keep, and leave employment. Staff monitor participants' efforts to find work and provide guidance. Instruction may also be provided in job retention skills such as teamwork, employer expectations, balancing work and family, problem solving, communicating, time management, and how to get promoted.

If job search does not result in employment after six weeks, trained staff will administer screening tools and the MFIP Self Screening tool for special learning needs and health issues. Staff will then meet with participants to evaluate and revise the Employment Plan. Caretakers have four weeks to find jobs of their choosing or participate in another countable activity.

**Unsubsidized Employment includes** all work where wages are paid except OJT. Participants are encouraged to work with a job counselor to ensure that they retain their job and progress to employment that enables them to leave assistance.

**Subsidized Employment** includes On-the-Job Training (OJT). In OJT participants receive instruction in specific work skills from employers who will be reimbursed for their training costs. OJT may also be used to upgrade the job skills of currently employed MFIP participants when it will result in increased wages.

Paid Work Training may benefit MFIP participants who have little or no work experience, history of failure to retain employment, demonstrated lack of job retention skills, physical or mental health impairments, or who were unable to secure work through job search and need a confidence builder. This can be in the Public or Private Sectors, including for-profit businesses. Wages are paid through MFIP.

**Unpaid Work** includes community service, volunteer work, the Community Work Experience Program (CWEP), providing childcare for community service participants, unpaid apprenticeships or internships, and supported work when a wage subsidy is not provided. These activities are approved only when the participant has not been able to meet the work requirements through paid employment.

**Job Readiness Education** is available for participants who need to improve reading, communications, math, and English-speaking skills in order to obtain employment. Individuals will be enrolled in Adult Basic Education and English as a Second Language. Dropouts may be enrolled in the High School or GED activities while completing their secondary education in a local community education program, alternative education center, alternative program, or regular high school program.

**Occupational Skills Training** is available to allow participants to access courses that are designed to teach skills that will increase employability across a range of employment options. Instruction in job specific skills will also be available to those participants for whom the most direct route to employment is through short, job specific training programs.

PROVIDER staff will coordinate the provision of **Pre-Employment Services** including chemical and mental health assessments, treatment, and services; learning disabilities services; or other programs designed to enhance employability. Employment Plans are developed for participants with a **Family Violence Waiver** that include safety employment and social services related activities.

PROVIDER will also:

Administer **Supportive Services** for expenses associated with work or MFIP participation such as transportation, training or education fees, essential clothes or equipment.

Recommend individuals for **Sanction** when they do not participate and encourage individuals to cure sanctions.

Review school completion options with 18 and 19-year-old caretakers and assist them to select the most appropriate option. Education plans for these participants will include: the education option; participation and school attendance requirements; services; child care and support services; consequences for not participating; and the right to appeal. If an education option is not chosen, PROVIDER will develop an Employment Plan with the caretaker that identifies the most direct path to unsubsidized employment.

Participate in the **Administrative Review** during the transition period to determine if the Employment Plan is still appropriate, or if the participant is exempt from the employment services component. This review must occur within 180 days, but not less than 60 days, before the participant reaches 60 months on assistance. (PROVIDER/COUNTY) staff will make arrangements for the review. PROVIDER staff will provide knowledge about the family's participation with employment services.

Attempt a **Face-to-Face Meeting** with participants within 180 days, but not less than 60 days, before the end of the 60th month on assistance. The purpose is to review the family's current situation, review the sixty-month time clock record, explain accrued months and eligibility requirements for an extension, and provide information about other resources. PROVIDER will also review each case before it is closed to determine if the criteria for a hardship extension, if requested, were properly applied.

## **II. Diversionary Work Program (DWP).**

**Purpose:** The Diversionary Work Program is a short-term, work-focused program which includes intensive, up front services to help families move immediately to work rather than go on MFIP.

Before benefits can be issued to a family, the caregivers must develop an Employment Plan in conjunction with a job counselor. When developing Employment Plans PROVIDER will review and consider needs, and work with families to address issues. Intensive job search, however, will be the primary focus of all plans. A highly structured job search is required. Structured job search is a curriculum of organized, intensive, and supervised activities that help identify work skills, develop soft skills, build confidence, coach, and provide peer support. The activity will include skill building workshops, required onsite activities, group meetings, and evaluation and feedback by staff. PROVIDER will work closely with the COUNTY to meet the application and approval processing schedule. Participants unlikely to benefit from DWP will be converted or referred to MFIP.

Provision of services will be determined by PROVIDER based on assessment of need, willingness to participate, and availability of resources to fund identified needs. Participation in activities will be governed by PROVIDER policies and procedures.

### **III. *\*\*Family Stabilization Services (FSS) Applies only if Budget Attachment A indicates purchase of this service.***

**Purpose:** The 2007 State Legislature authorized the Family Stabilization Services (FSS) to serve families who are not making significant progress within MFIP due to a variety of barriers to employment. RMCEP will utilize FSS to prepare individuals to meet the federal work participation rate and achieve self-sufficiency.

RMCEP will utilize a case management model that focuses on employment and each individual's right to work. General employment policy should ensure that employment programs presume that all people are a part of the American workforce. RMCEP's role is to support people who meet the FSS criteria in maximizing their employment. We look beyond the disability or circumstances and look at the individual's ability and capability – the things that make each of us unique and worthwhile.

RMCEP will customize services for individuals meeting the categories of FSS. The case manager will develop a plan for each family that includes long-term self-sufficiency as a goal. The family stabilization plan will identify the participant's most appropriate path to unsubsidized employment, family stability and barrier reduction, taking into account family circumstances. To accomplish this, we will begin by conducting an assessment of strengths and barriers, identify services needed as well as supports, education and accommodations each participant may need to become self sufficient.

#### **Services Provided for Individuals meeting FSS Criteria:**

- Assess individual's physical and/mental abilities



- Gather results of assessments to determine individual's ability to perform work.
- Assist with determination of need for reasonable accommodations.
- Provide personal case management.
- Set up multi-discipline teams to work with clients.
- Assist clients in developing Employment Plans.
- Promote activities that coordinate a range of services, including volunteer work, education, mental health, etc.
- Use Employment and Training services to help move people from system dependency to self-sufficiency when possible.
- Closely monitor participant's progress at job shadowing, paid work experience; volunteer, or unsubsidized work sites.
- Maintain close working relationship with County Financial Workers.

### **Post-Termination Services**

Provide **Post-Termination** services to eligible clients. The purpose of post-termination services is to help families who have exited MFIP or DWP employed maintain that employment, thereby diverting the need to return to Public Assistance. A face-to-face meeting with the RMCEP job counselor is required. To be eligible for these services, the following criteria must be met: a). Must be a family unit that includes a minor child under the age of 18, or under 19 and a full-time student; b). The family must have left MFIP or DWP employed and be employed at the time of the request for services; c). Must be a resident of Todd County and remain a resident at time of employment, and: d). The family's income must be below 200 percent of federal poverty guidelines at the time of application

### **Additional Services Provided for New Immigrants:**

- Meet and develop an FSS plan
- Refer clients to English as a Second Language (ESL) or Functional Work Literacy (FWL) classes.
- Review progress to determine if FSS is still appropriate

## **IV. General Provisions**

PROVIDER will document participant progress and any failures to participate satisfactorily.

PROVIDER will inform the COUNTY of any failure to participate satisfactorily.

At the request of the COUNTY, PROVIDER will provide notification to participants of non-compliance and conduct conciliation.

The COUNTY will be responsible for all client notification requirements relating to termination or sanction.

PROVIDER's complaint procedures will be used to hear complaints alleging violation of the Workforce Investment Act, or this contract for services.

The COUNTY complaint procedures will be used for hearing complaints alleging the reduction or termination of public assistance benefits.

Activity will be tracked through WorkForce One (WF1). This system will be used to provide participant data to the Department of Employment and Economic Development and performance reports to the COUNTY.

In the event that funds are depleted, the PROVIDER agrees to provide mandatory services under MFIP to the COUNTY at no additional expense to the COUNTY, providing all funds in the budget (Exhibit A) are made available to the PROVIDER under this contract. Mandatory services include overview, assessment, screening, employment plan development, job search, and work activities. Any reduction of the funding amount in Exhibit A will abrogate this clause and will require renegotiation of services, enrollment levels, and budget amounts.

### **Safeguard Of Client Information**

1. The use or the disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes Chapter 13, or for any purpose not directly connected with the COUNTY or PROVIDER'S responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian. Minimum necessary access to protected information: The parties shall comply with the minimum necessary access and disclosure standards set forth in the MGDPA and HIPAA. The accessing, use, and disclosure of protected information is limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. (See Minnesota Statutes, 164.514 (d).)
2. PROVIDER will conduct a case file review when a second sanction month occurs to determine if the employment plan is still appropriate.
3. PROVIDER will conduct a case file review and make a good faith effort to conduct a face-to-face interview with the participant prior to case closure for the seventh sanction. The purpose of the meeting is to ensure that the reason for sanction is accurate and, if so, encourage participants to come back into compliance.
4. PROVIDER Job Counselors will meet quarterly with COUNTY Financial Eligibility Specialist. The PROVIDER Center Operations Manager will meet monthly with the COUNTY Supervisor and COUNTY Manager to review performance data and provide updates regarding PROVIDER procedures to obtain measurable goals.

**Exhibit A**

**TODD COUNTY**

**MFIP/DWP BUDGET PLAN**

Calendar 2026 (1/1/26- 12/31/26)

MFIP Employment Services	166,971
DWP Employment Services	8,285
Administration	20,713
TOTAL	<u>195,968</u> **

\*\*Includes Family Stabilization Services

**Exhibit B**

**Todd County**

**MEASURABLE GOALS  
For January 1, 2026 through December 31, 2026**

**MFIP GOALS**

**Three-Year Self-Support Index**

Percent of MFIP Cases Off Cash Assistance or Working Thirty or More Hours Per Week  
Three Years After the Baseline Quarter.

Range of Expected Performance: 63.32% - 72.64%



WHERE THE FOREST MEETS THE PRAIRIE

**Todd County**

● MINNESOTA ● EST. 1855 ●

# Board Action Form

**Requestor to Complete:**

<b>Type of Action Requested (Check one):</b>		<b>Board Action Tracking Number :</b> (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<b>20251118-24</b>
<b>Agenda Topic Title for Publication:</b>		<b>STEP Purchase of Service and Host County contract renewal</b>
Date of Meeting: 11/18/2025	Agenda Time Requested: 5 Mins	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och/Kim DeCock		
<b>Background:</b> Supporting Documentation enclosed <input checked="" type="checkbox"/>		
STEP provides Day Training and Habilitation and Supportive Employment Services for clients with mental health and developmental disabilities. STEP receives referrals from Todd County and other counties to provide these services.		
<b>Options:</b>		
1. Approve STEP Purchase of Service and Host County contract renewal		
2. Not approve		
<b>Recommendation:</b>		
The Todd County Board of Commissioners approves the following by Motion: Approve STEP Purchase of Service and Host County contract renewal.		

<b>Additional Information:</b>	<b>Budgeted:</b>	<b>Comments</b>
<b>Financial Implications: \$ 100,000</b> <b>Funding Source(s):</b> 11-Social Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

**Auditor/Treasurer Archival Purposes Only:**

<b>Action Taken:</b>	<b>Voting in Favor</b>	<b>Voting Against</b>
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

**Official Certification**

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

## PURCHASE OF SERVICE AGREEMENT

Todd County Health and Human Services hereafter referred to as the "County", and **STEP** (formerly Todd County DAC), 501 6<sup>th</sup> St. W., Browerville, MN 56438, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2026, to December 31, 2026.

### W I T N E S S E T H

WHEREAS, the Provider is an approved vendor according to Minnesota Statutes, Section 256.0112 to provide services; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties;

WHEREAS, Todd County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Todd County and Provider agree as follows:

1. Purchase of Service:
  - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Attachment A to this Agreement, Todd County agrees to purchase and the Provider agrees to furnish the following services:
    - 1) Day Support Services
    - 2) Prevocational Services
    - 3) Transportation
    - 4) Employment Services/Job Coaching
  - b. Purchased Services will be provided at 501 6<sup>th</sup> St. W., Browerville, MN 56438, and other community settings. Other community settings may include but are not limited to STEP Thread Shed locations at 211 2<sup>nd</sup> St. W., Browerville, MN 56438, 116 5<sup>th</sup> St. NE, Staples, MN 56479, 424 Main St. S., Sauk Centre, MN 56378, and Baby STEPs at 125 4<sup>th</sup> St NE, Staples, MN 56479.
2. Attachments/Contract Documentation:
  - a. As part of its role to document compliance with contracting requirements, state and federal laws, rules and regulations, the Provider will be expected to provide the following items upon County request:
    - Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)
    - Exhibit B: Job Descriptions and Professional Qualifications of Personnel



- Exhibit C: Financial Data
- Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable
- Exhibit E: Applicable Licenses
- Exhibit F: Participant's Appeal Process (Client Complaint Policy)

- b. As a condition precedent to the execution of this Agreement, the Provider shall provide the following documents or information to the County.

- Exhibit G: Provider Fact Sheet
- Exhibit H: Affirmative Action Certificate or Exclusion Statement  
Excluded Provider Policy  
Insurance and License Form

- c. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

3. Cost and Delivery of Purchased Services:

- a. Purchased Services shall not exceed service totals listed in Attachment A.
- b. Provider certifies:
  - 1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
  - 2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
  - 3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.
- c. County shall be payor of last resort, with reimbursement only for those services listed in Attachment A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

5. Eligibility for Services:

- a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.
- b. Final eligibility will be determined by County.
- c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.
- d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or

employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.

- e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

5. Delivery of Care Services: (If Applicable)

Except as noted the Provider retains control over:

- a. Intake procedures and program requirements.
- b. The methods, times, means and personnel for providing Purchased Services to eligible clients.
- c. When to end Purchased Services to an eligible client. Exception: when the client has a Support Plan which is monitored by a County case manager.
- d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

6. Support Plan

- a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager.
- b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Support Plan.

7. Payment for Purchased Services:

a. Certification of Expenditures:

The Provider shall, within fifteen (15) working days, following the last day of each calendar month, submit a standard invoice for Purchased Services to the Todd County Health and Human Services Agency. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

b. Payment for Purchased Services:

Todd County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete.

c. MMIS:

For those services billed directly through the MMIS system, the Agency agrees to complete and enter a service agreement containing the authorized unit type, number of authorized units and the unit cost in a timely manner. The Provider will notify the County immediately if any billing or payment problems occur. The service agreement for each recipient of service will be incorporated in this agreement by reference.

8. Standards and Licenses:

Provider agrees to:

- a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.
- b. Supply copies of required licenses, certifications or registrations to County upon request.
- c. Inform County, in writing, of the following related to it or its employees immediately upon:
  - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
  - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
  - 3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.
- d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.
- f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.
- g. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.
- h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice

and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

- i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the County Limited English Proficiency Plan. If a County participant needs language assistance, the Provider may contact the County case manager (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.
- j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the County District Court, in the State of Minnesota court system.

9. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at 501 6<sup>th</sup> St. WE., Browerville, MN 56438 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
  - ☒ Quarterly report relative to Support Plan
  - ☒ Annual report indicating assessment of individuals' strengths and needs
  - ☒ Client reports identified in Support Plan as specified in Support Plan
  - ☒ Annual report indicating budget preparation materials
  - ☒ As indicated in Attachment A, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.
- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by

way of non-identifying case numbers which must remain constant over the term of the Agreement.

- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

10. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Nikki Hermanson on behalf of Todd County  
Regional Contract Administrator  
Sourcewell  
202 12<sup>th</sup> St. NE, P.O. Box 219  
Staples, MN 56479  
[nikki.hermanson@sourcewell-mn.gov](mailto:nikki.hermanson@sourcewell-mn.gov)

b. The Provider: Cory Lawrence  
STEP  
501 W. 6<sup>th</sup> St.  
Browerville, MN 56438

11. Reports of Death, Injury, Damage, or Abuse

- a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.
- b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 260E.09.
- c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

12. Safeguard of Client Information:

- a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.
- b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota

Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.

- c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Executive Director.
- d. To the extent that Provider performs a function or activity involving the use of “protected health information” (45 CFR 164.501), **on behalf of Todd County**, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

13. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. **Federal Nondiscrimination Requirements.** In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance. Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran’s status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.
- b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.
- c. **Minnesota Nondiscrimination Requirements.** Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to



public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months. Provider has executed Exhibit C – Affirmative Action Form which is incorporated herein by this reference.

14. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

15. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of Todd County Health and Human Services and Nikki Hermanson, the Regional Contract Administrator. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Todd County Health and Human Services Department a written appeal. The decision of Todd County for the determination of such appeals, shall be through the Director of Todd County Health and Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

16. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

17. Indemnification:

- a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
  - 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

18. Insurance and Bonding:

- a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:
  - ☒ A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
  - ☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
  - ☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.
  - ☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
- b. By signing this Agreement, and the Insurance and License Form (Exhibit H), the Provider certifies that they are in compliance with this Section.
- c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by

County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to Nikki Hermanson, Regional Contract Administrator, Sourcewell, 202 12<sup>th</sup> St. N., P.O. Box 219, Staples, MN. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

- d. Todd County or Nikki Hermanson, the Regional Contract Administrator reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
- e. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

19. Contractor Debarment, Suspension, and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits Todd County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Todd County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, and the Excluded Provider Policy Certification Form (Exhibit H), the Provider certifies that they are in compliance with these regulations.

20. Conditions of the Parties' Obligations:

- a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.
- b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

- c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

21. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.
- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

22. Subcontracting:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

23. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

24. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.
- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Todd County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or County default, each of the following shall constitute default on the part of the Provider:
  - 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
  - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
  - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
  - 5) Failing to perform any other material provision of this Agreement.
- d. Default by County: Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:
  - 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
  - 2) Failing to perform any other material provision of this Agreement.
- e. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.

- f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

25. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of termination by the Provider shall be addressed to Nikki Hermanson on behalf of Todd County, Regional Contract Administrator, Sourcewell, 202 12<sup>th</sup> St. N., P.O. Box 219, Staples, MN 56479.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
  - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
  - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
  - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;

- 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.
- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
  - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
  - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
  - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Director of Todd County Health and Human Services, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
  - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
  - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
  - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.
26. Contract Rights, Remedies, and Waiver:
  - a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
    - 1) Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.
27. Damages:
  - a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.
  - d. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold



final payment due to Provider until such time as the exact amount of damages due is determined.

28. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachments A and Exhibits A – H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Todd County and the Provider have executed this Agreement as of the day and year first written above:

Provider, having signed this contract, and the Todd County Board of Commissioners having duly approved this contract, and pursuant to such approval and the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF TODD  
STATE OF MINNESOTA

STEP

BY: \_\_\_\_\_  
Chairperson of the County Board

Signed by:  
BY: Cory Lawrence  
Executive Director

DATED: \_\_\_\_\_

DATED: 11/12/2025 | 11:56 AM PST

BY: \_\_\_\_\_  
Jackie Och  
Director, Todd County Health and Human Services

DATED: \_\_\_\_\_

**Attachment A****Provider:** STEP**Contract Term:** January 1, 2026 – December 31, 2026**Rates:**

The current unit cost for providing services to eligible clients is:

Adult Day Services and Prevocational Services	\$4.88 per 15-minute unit based on the current RMS calculated
Transportation	\$20.00 per one-way trip.
Job Coaching	\$24.41 per hour

The Provider agrees not to exceed the number of service units authorized on the clients' MMIS service agreement, SSIS service arrangement or Coordinated Services and Supports Plan.

For those clients the Provider bills the Agency directly for DT&H, the total payments under this agreement for DT&H and transportation **shall not exceed \$100,000 in each calendar year** of the agreement term. Any services in excess of this amount shall need prior approval of the County and must be agreed to in writing.

For those clients receiving supported employment and transportation through Region V+ Adult Mental Health Initiative dollars, funds are allocated on a case by case basis. Total yearly allocations from this fund will not exceed \$19,250.00 to all providers (this includes providers not listed in this contract).

**Outcomes and Performance Measurement:**

Provider agrees to submit an annual report delivered electronically to the Regional Contract Administrator, Nikki Hermanson (nikki.hermanson@sourcewell-mn.gov), by January 31, 2027.

The annual report shall contain the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Annual Goal
<b>Those served by the provider will be satisfied with the service provided</b>	Report annually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
<b>Referred clients were accepted for services</b>	Report annually the number of clients accepted for services and number of clients denied services.	New referrals	Screening Interviews	90% acceptance

<b>Clients employed by Provider will receive a wage increase annually</b>	Report annually the number of clients who receive a wage increase annually.	New referrals	Provider records	80% receive a wage increase
<b>Clients are competitively employed 6 months after referral from County</b>	Report annually the number of clients who are competitively employed 6 months after date of referral from County.	All persons services	Provider records	30% of clients are competitively employed 6 months after referral from County.

**Corrective Action:**

- i. A corrective plan will be initiated if the Provider has a negative performance. Todd County will outline measurable steps the Provider will take to correct the deficiencies.
- ii. If the outcomes do not improve, a percentage of the Provider's payment may be withheld.