



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

Tuesday, May 19, 2026

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.TODDCOUNTYMN.GOV](https://www.toddcountymn.gov)
Public Comment Period: 8:45 a.m.

<i>Agenda Item #</i>		<i>Agenda Time:</i>
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:02
4	Potential Consent Items	9:03
4.1	Meeting Minutes Approval - May 5th, 2026	
4.2	Hire Social Worker Intern - Nicole Vigil Start date: 05/20/2026	
4.3	Hire Social Worker Intern - Tina Chock Start date: 05/20/2026	
4.4	Resignation - Public Health Nurse - Abigail Skiba 05/26/2026	
4.5	Retirement - Social Worker - Nancy Grabowski 08/03/2026	
4.6	Solid Waste Seasonal Hire: Elizabeth Perish Start date: 05/20/2026	
4.7	Hire Eric Dahl, Seasonal Recreational Assistant Start date: TBD	
4.8	Hire Brayden Leners, Seasonal Recreational Assistant Start date: TBD	
4.9	Approve Hire Clerical/Records Intern-Eli Johnson Start date: 05/26/2026	
5	County Auditor-Treasurer	9:05
5.1	Commissioner Warrants	
5.2	Health & Human Services Commissioner Warrants	
5.3	Health & Human Services SSIS Warrants	
5.4	Parks & Trails Board Member Appointment	
6	Planning & Zoning	9:10
6.1	Authorize Repair or Removal of Hazardous Property	
6.2	Pheasants Forever Cooperative Agreement	
6.3	Windy Acres Final Plat Extension	
6.4	Vertical Bridge Request for CUP	
6.5	Blair Weiers Request for CUP	
6.6	US Solar Request for CUP	
7	Facilities	9:30
7.1	Entertainment Pavilion addition of concrete	
8	County Assessor	9:35
8.1	Abatement 30-0002000	
8.2	Abatement-Prairie Community Services	
9	Ditch/Ag Inspector	9:40
9.1	Acknowledge Receipt County Ditch 44 - Hold Harmless Agreement - Ditch Maintenance	
9.2	County Ditch 19 - Brush Spraying Project	
9.3	County Ditch 18 - Brush Spraying Project	
10	Solid Waste	9:50
10.1	Final Payment for CAP Grant Funded Transfer Station	
10.2	Award Landfill Seeding	

*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.*

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BOARD OF COMMISSIONERS *Regular Board Meeting Agenda*

11 Administration

10:00

- 11.1 2025-2027 LELS Deputies Contract
- 11.2 Approving Todd County to become a Full Voting Member of the Sourcewell Board of Directors
- 11.3 Approve Addendum To Lease for Long Prairie Hockey Association

Standing Reports

County Auditor-Treasurer Report
County Attorney Report
County Coordinator's Report
County Commissioners' Report

12 Closed Session

11:00

Closed Session - Department Head Performance Evaluations

The Commissioners will hold a closed session pursuant to Minnesota Statute 13D.05 Subd. 3(a) for the purpose of evaluating the performance of an individual subject to the Board's authority.

Mitch Johnson, Facilities Manager
Chris Odden, County Assessor
Lisa Parteka, MIS Director
Pete Berscheit, Veterans Service Officer
Adam Ossefoort, PZ/SWCD Director
Mike Eberle, Solid Waste Supervisor
Jackie Och, HHS Director
Loren Fellbaum, County Engineer
Chris McConn, Solid Waste Director

Adjourn



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i> 20260519-02
☒ Action/Motion	☐ Report	
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Hire Social Worker Intern - Nicole Vigil
Date of Meeting: 5/19/2025		Agenda Time Requested: 5 min ☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: <i>Supporting Documentation enclosed</i> ☐		
Two open Social Worker Intern position exists within Health and Human Services. Interviews were conducted and it is recommended to hire applicant Nicole Vigil to fill one of the open positions. Start date: 5/20/2026		
Options:		
1. To approve the hire of Nicole Vigil to fill one open Social Worker Intern position. Start date 5/20/2026		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the hire of Nicole Vigil to fill one open Social Worker Intern position. Start date 5/20/2026		
Additional Information:		Budgeted:
Financial Implications: \$ 15.00/hr		☒ Yes ☐ No
Funding Source(s): 11-Social Services		
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A		Facilities Committee Review: ☐ Yes ☐ No ☒ N/A
		Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-03
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Hire Social Worker Intern - Tina Chock
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Date of Meeting: 5/19/2025	Agenda Time Requested: 5 min	☒ Consent Agenda
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Organization / Department Requesting Action: Health & Human Services
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Person Presenting Topic at Meeting: Jackie Och
--

Background: Supporting Documentation enclosed ☐

Two open Social Worker Intern position exists within Health and Human Services. Interviews were conducted and it is recommended to hire applicant Tina Chock to fill one of the open positions. Start date: May 20th, 2026

Options:

1. To approve the hire of Tina Chock to fill one open Social Worker Intern position. Start date: May 20th, 2026

2. Not approve.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:

To approve the hire of Tina Chock to fill one open Social Worker Intern position. Start date: May 20th, 2026

Additional Information:	Budgeted:	Comments
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Financial Implications: \$ 15.00/hr	☒ Yes ☐ No	
Funding Source(s): 11-Social Services		

Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
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Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-04
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Resignation - Public Health Nurse - Abigail Skiba
Date of Meeting: 5/19/2026	Agenda Time Requested: 5 min	☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och (consent item)		
Background: Supporting Documentation enclosed ☐		
Abigail Skiba has resigned from her position as Public Health Nurse in the Community Health Unit, effective May 26 th , 2026.		
Options:		
1. Approve the resignation of Public Health Nurse Abigail Skiba, effective May 26 th , 2026.		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the resignation of Public Health Nurse Abigail Skiba, effective May 26th, 2026..		
Additional Information:	Budgeted:	Comments
Financial Implications: S	☐ Yes ☐ No	
Funding Source(s): 11- Social Services		
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260519-05
Agenda Topic Title for Publication:		Retirement - Socail Worker Nancy Grabowski
Date of Meeting: 5/19/2026	Agenda Time Requested: 5 min	☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och (consent item)		
Background: Supporting Documentation enclosed ☐		
After 37+ years of dedicated service to Todd County, Nancy Grabowski is retiring from her position as a Social Worker in the Adult Services Unit, effective August 3 rd , 2026.		
Options:		
1. Approve the retirement of Social Worker Nancy Grabowski, effective August 3 rd , 2026.		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the retirement of Social Worker Nancy Grabowski, effective August 3 rd , 2026.		
Additional Information:	Budgeted:	Comments
Financial Implications: S Funding Source(s): 11- Social Services	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
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Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-06
☐ Information Item	☐ Other	

Agenda Topic Title for Publication: Seasonal Hire: Elizabeth Perish

Date of Meeting: 05/19/2026

Total Topic Time Requested: Consent Agenda

Organization / Department Requesting Action: Solid Waste

Person Presenting Topic at Meeting: Mike Eberle

Background: Supporting Documentation enclosed ☐

Seasonal workers are a valuable to our facility during our high traffic season. Elizabeth Perish will assist with administrative support, providing a high level of service to our customers along with enhancing productivity. This program also offers job training for the applicant. The applicant will be paid \$19.50/Hour

Options:

1) To approve the hire of Elizabeth Perish.

2) Do Not approve the hiring of Elizabeth Perish.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:

To approve the hiring of Elizabeth Perish for \$19.50 / Hour.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 19.50/HR	☒ Yes ☐ No	Eligible for \$15.00/ Hr Sourcewell funding.
Funding Source(s): Fund 51		

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Becker	☐ Becker
Second:	☐ Neumann	☐ Neumann
☐ Passed	☐ Denny	☐ Denny
☐ Failed	☐ Noska	☐ Noska
☐ Tabled	☐ Byers	☐ Byers
☐ Other:	Notes:	

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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☐ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-07
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Hire Eric Dahl Seasonal recreational Assistant
Date of Meeting: 5/19/2026		Agenda Time Requested: ☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Hire Eric Dahl for the Seasonal Recreational Assistant, start date pending. An interview process was completed and Eric Dahl was selected the best candidate for the position. Dahls starting pay will be \$21.57 due to being a returning employee at that wage from 2025.		
Options:		
1- Hire Eric Dahl Seasonal Recreational Assistant		
2- Do not hire Eric Dahl Seasonal Recreational Assistant		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Eric Dahl for the Seasonal Recreational Assistant position start date TBD at a wage of \$21.57.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$	☒ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☐ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-08
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Hire Brayden Leners Seasonal recreational Assistant
Date of Meeting: 5/19/2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Hire Brayden Leners for the Seasonal Recreational Assistant, start date pending. An interview process was completed and Brayden Leners was selected the best candidate for the position, starting pay will be Grade 3/C step A \$20.93.		
Options:		
1- Hire Brayden Leners Seasonal Recreational Assistant		
2- Do not hire Brayden Leners Seasonal Recreational Assistant		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Brayden Leners for the Seasonal Recreational Assistant position start date TBD at a wage of \$20.93 Grade 3/C step A.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	☒ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
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Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-09
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Approve Hire Clerical/Records Intern-Eli Johnson	
Date of Meeting: 5/19/2026	Agenda Time Requested: 5 minutes	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Attorney's Office		
Person Presenting Topic at Meeting: John E. Lindemann, Todd County Attorney		

Background: Supporting Documentation enclosed ☒
Eli Johnson has applied for the County Attorney's Clerical/Records Intern position and is being recommended to fill this vacant position. Eli will be in his second year filling this position. Start date is approximately May 26, 2026.

Options:
#1 Approve hire of Eli Johnson, Clerical/Records Intern position with a start date of May 26, 2026. Position funded through Sourcewell Grant and the Todd County Attorney's Office.
#2 Do not approve filling the Clerical/Records Intern position at this time

Recommendation:
The Todd County Board of Commissioners approves the following by Motion:
Approve hire of Eli Johnson as Clerical/Records Intern at \$19 per hour for up to 640 hours not to exceed 16 weeks, which is funded through Sourcewell Grant and Todd County Attorney's Office.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 19 per hr Funding Source(s): Sourcewell Grant and Todd County Attorney's Office	☒ Yes ☐ No	Reimbursement through Sourcewell Grant of \$15 per hour and the Todd County Attorney's Office of \$4 per hour
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification
STATE OF MINNESOTA }
COUNTY OF TODD }
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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260519-10
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: May 19 th , 2026		Agenda Time Requested: 2 minutes ☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printout has been sent to the Commissioners and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Commissioner Warrants number (ACH) 404502 through 404524 in the amount of \$17,212.79 and (Regular) 59807 through 59845 in the amount of \$108,707.91 for a total of \$125,920.70.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
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		Seal

KAYLA_D

5/15/26 8:32AM

**** **Todd County** ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

KAYLA_D

5/15/26 8:32AM

**** Todd County ****



Page 2

WARRANTS FOR PUBLICATION

Warrants Approved On 5/19/2026 For Payment 5/22/2026

<u>Vendor Name</u>	<u>Amount</u>
BROWERVILLE TRUCKWASH/BIG BOYZ	10,042.50
CARGILL SALT DIVISION	9,472.64
FARM-RITE EQUIPMENT, INC	15,838.77
H & R CONSTRUCTION COMPANY	2,809.56
JOHNSON CONTROLS BUILDING SOLUTIONS	2,943.53
LONG PRAIRIE LEADER	8,060.00
LONG PRAIRIE OIL COMPANY	4,051.49
MINNESOTA POLLUTION CONTROL AGENCY	25,942.25
MORRISON CO DEPT OF PUB WORKS	16,080.63
NORTHERN STAR COOP	3,755.78
PICKED AND PRESERVED	3,750.00
SWANSTON EQUIPMENT CORPORATION	4,268.88
ZIEGLER INC	2,002.87
49 Payments less than 2000	16,901.80
Final Total:	125,920.70



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-11
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Health & Human Services Commissioner Warrants
Date of Meeting: May 19 th , 2026		Agenda Time Requested: 2 minutes ☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services Commissioner Warrants number (ACH) 807524 through 807565 and (Regular) 714102 through 714146 for a total of \$240,191.17.		
Additional Information:		Budgeted:
Financial Implications: \$		☒ Yes ☐ No
Funding Source(s):		
Attorney Legal Review:	Facilities Committee Review:	Finance Committee Review:
☐ Yes ☐ No ☒ N/A	☐ Yes ☐ No ☒ N/A	☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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

Approval Date

5/19/2026

Payment Date

5/22/2026

Vendor name or #

Amount

VENDOR# 10456	\$ 3,385.64
DHS - SWIFT	\$ 183,202.92
VENDOR# 17406	\$ 2,257.65
RONALD MCDONALD HOUSE UPPER MIDWEST	\$ 2,160.00
RURAL MN CEP INC	\$ 17,728.56
TODD COUNTY ATTORNEY'S OFFICE	\$ 2,386.80
81 Payments less than 2000	\$ 29,069.60

Final Total

\$240,191.17



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-12
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Health & Human Services SSIS Warrants
Date of Meeting: May 19 th , 2026		Agenda Time Requested: 2 minutes ☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services SSIS Warrants number (ACH) 601995 through 602010 and (Regular) 518948 through 518964 for a total amount of \$152,581.89.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$	☒ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☒ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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:

5/22/2026

Approval Date:

5/19/2026

Vendor name or #

Amount

COMMUNITY AND FAMILY SRVS LLC
HEARTLAND GIRLS RANCH
MINNESOTA MONITORING INC
NEXUS - MILLE LACS FAMILY HEALING
PORT GROUP HOMES
PRAIRIE LAKES YOUTH PROGRAMS
VALLEY LAKE BOYS HOME INC
VILLAGE RANCH INC
VOLUNTEERS OF AMERICA
WEST CENTRAL REG JUVENILE CTR
9819

2930.00
12597.00
2093.75
11685.60
2910.74
9183.07
24410.00
36167.40
16971.88
17056.00
2035.44

Foster care provider

\$14,541.01

22 Pymts less than \$2000

Final Total

\$152,581.89



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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PARKS & TRAILS BOARD

215 1st Avenue South, Suite 201

Long Prairie, MN 56347

Email: toddcountyparksandtrails@yahoo.com

Todd County Parks and Trails Board Action Form

20260519-13

Action Requested	
☒ Action / Motion	☐ Report
☐ Discussion	☐ Resolution
☐ Information Item	☐ Other:

Title (For Publication with the Agenda): Add Chris Lawin (AT-Large Member) to the Park & Trails Board	
Date of Meeting: May 13, 2026	Total Time Requested: Completed by June
Department Requested for Action: Board of Commissioners	
Presenting Board Action / Discussion at Meeting: Todd County Parks and Trails Monthly Board Meeting	
Background: ☐	Supporting Documentation Enclosed:
Options: ☐	Supporting Documentation Enclosed:
Recommendations: ☒	Supporting Documentation Enclosed:
The Todd County Parks and Trails Board Approves / Requested the Following by Motion:	
Financial Implications: \$ None	Comments: Appoint Chris Lawin to the Todd County Parks and Trails Board.
Funding Source: P&T Budget	
Budgeted: ☒ YES ☐ NO	

Action	Voting in Favor	Voting Against
Motion By: Al Loken	☒ Lee Christopherson	☐ Lee Christopherson
Seconded By: Les Levin	☒ Al Loken	☐ Al Loken
☒ Passed	☐ David Determan	☐ David Determan
☐ Failed	☒ Les Levin	☐ Les Levin
☐ Tabled	☐	☐
	☐	☐
	☐	☐



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20260519-14
Agenda Topic Title for Publication:		Authorize Repair or Removal of hazardous Property
Date of Meeting: 5/19/2026		Agenda Time Requested: 10 minutes ☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed ☒		
Options:		
Approve or Deny Motion to Authorize Signing of Order for Repair or Removal		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Authorize the Chairman of the Board to sign the Order for Repair or Removal requiring the abatement of the hazardous structure under the terms and conditions listed.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Unknown Funding Source(s):	☐ Yes ☒ No	
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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
ABATEMENT ORDER FOR REPAIR OR REMOVAL OF HAZARDOUS STRUCTURE

WHEREAS, Laurie Lee Reed (“the Landowner” herein) owns real property located at 30957 County Road 104, Burtrum, Todd County, Minnesota, 56318; and

WHEREAS, the Todd County Board of Commissioners (“the Board” herein) considered the motion to authorize the Chairman to sign this resolution (“Order” herein); and

WHEREAS, the Board considered the information presented by Adam Ossefoort, Division Director of Planning and Zoning; and

WHEREAS, the Board finds that, pursuant to Minn. Stat. §463.15, there is substantial evidence that the home located at 30957 County Road 104, Burtrum, Todd County, Minnesota is hazardous and in a dilapidated state due to the following facts:

- The home had a fire in 2022, burning away its roof;
- The roof has not been replaced, and continues to have a reduced framing capacity;
- The home is resting on temporary cribbing which is settling, causing the structure to lean;
- The wood beams and concrete blocks on which the home is resting are breaking or deteriorating;
- The home has no utilities connected, including a functioning septic system.

NOW, THEREFORE BE IT RESOLVED, the Landowner shall have 45 days from the receipt or lawful service of this Order to complete the following: (1) to have the home placed on a permanent frost-protected foundation sized and detailed to support the two-story structure and resist frost heave; (2) to remove and replace the fire-damaged roof framing and coverings and all charred or compromised members per engineered details to restore the required strength and continuity of the roof diaphragm; (3) to complete an engineered assessment of the structure once it is placed on a permanent foundation to ensure stability and that the building is supported by the foundation; (4) to connect utilities to the home and install a septic system; (5) that the work ordered herein be performed by licensed professionals and the appropriate permits be issued to complete the work. To show that the work ordered herein is completed, a written statement must be provided to the Todd County Planning and Zoning office by the appropriate tradesman or contractor who completed the work.

BE IT FURTHER RESOLVED, that the Todd County Attorney’s Office is hereby authorized to seek enforcement of this Order in Todd County District Court by way of a motion for summary enforcement of this Order unless corrective action is taken or an Answer is filed within 20 days of the date of service of this Order; at which time the proceeding will be handled by the District Court in accordance with Minnesota Statute §463.20 for contested cases.

Date

Chairman, Todd County Board of Commissioners



Hazardous Property Information

Location:

30957 County Road 104
Burtrum, Todd County, Minnesota 56318
Parcel 06-0054800

Owner:

Laurie Lee Reed (Smith)

History:

Sometime, in approximately 2017, an old house was moved to a beach-front plot of land on Long Lake in Todd County. The property is owned by Laurie Lee Reed (Ms. Smith). The home was placed on concrete blocks and not connected to utilities.

A letter was sent by Todd County Planning and Zoning on June 16, 2021, inquiring about a septic system that was permitted for the home, but not installed.

On July 22, 2022, a fire occurred at the home (Photos Attached, Exhibit 1). Following an investigation, the State Fire Marshall, Chris Clark, noted that the home was on cribbing-like supports with no foundation. The house had no functioning utilities and had to be accessed by a ladder. Candles and portable space heaters were seen inside the home, as was evidence of people smoking in the home. The attic and roof were “burned off,” and there was no insurance on the property.

A second letter was sent by Todd County Planning and Zoning on August 8, 2022, concerning discarded objects on the property and the lack of a septic system at the home.

On November 23, 2022, a citation was issued to the property’s owner, Ms. Smith, in court file 77-CR-22-1064. A plea agreement was entered in July of 2023. Ms. Smith agreed to put the home on a proper foundation and engage the utilities. A site-visit by Sheriff Michael Allen on June 18, 2024 (Photos Attached, Exhibit 2) showed that the home was not improved according to the agreement. Sheriff Allen’s report indicated that the home was under renovation. There were multiple windows broken or open and the front door was open approximately two inches, leaving the home unsecured. On September 11, 2024, Ms. Smith was convicted and sentenced for a Public Nuisance Violation for failure to comply with the plea agreement.

On March 26, 2026, Adam Ossefoort, Division Director of Planning and Zoning for Todd County, conducted a site-visit at the home (Photos Attached, Exhibit 3). Mr. Ossefoort was joined by engineer Robbie Hyland from Deep Roots Engineering. Mr. Hyland has a degree in civil engineering, is a licensed



engineer in the State of Minnesota, and worked for eight years in home construction and remodeling. Mr. Hyland wrote a report (Exhibit 4) indicating:

- The house is on temporary cribbing which is showing evidence of long-term, differential settlement, causing a lean in the structure.
- The roof sustained significant fire damage visibly reducing the roof framing capacity.

It is Mr. Hyland's professional opinion that the structure does not comply with current building code standards and presents a safety concern. His letter recommends, at a minimum, that the home be lowered and set onto a new foundation, that a new roof be built, and that a complete engineering assessment be conducted once the home is secured to a new foundation.

Standard:

According to Minnesota Statute §463.15, a hazardous building or property is that which, because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment, constitutes a fire hazard or a hazard to public safety or health.

Recommended Board Action:

Authorize the Chairman of the Board to sign the Order for Repair or Removal requiring the abatement of the hazardous structure under the terms and conditions listed.

Future Action:

Failure to abate or remove the hazardous property in compliance with the Order for Repair or Removal may precipitate legal action. In such action, the County may incur the cost of abatement, which could then be placed as a lien against the property.





















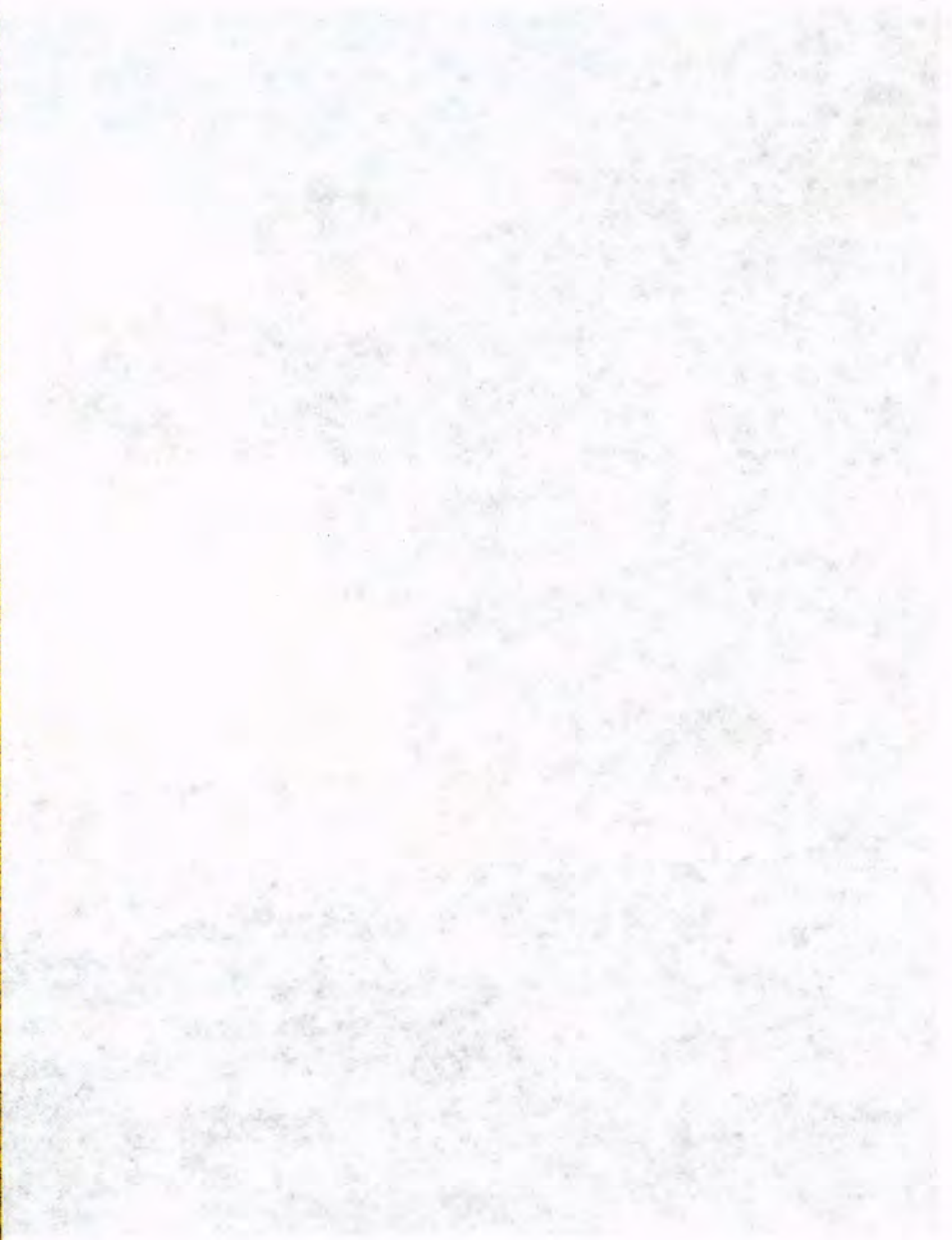
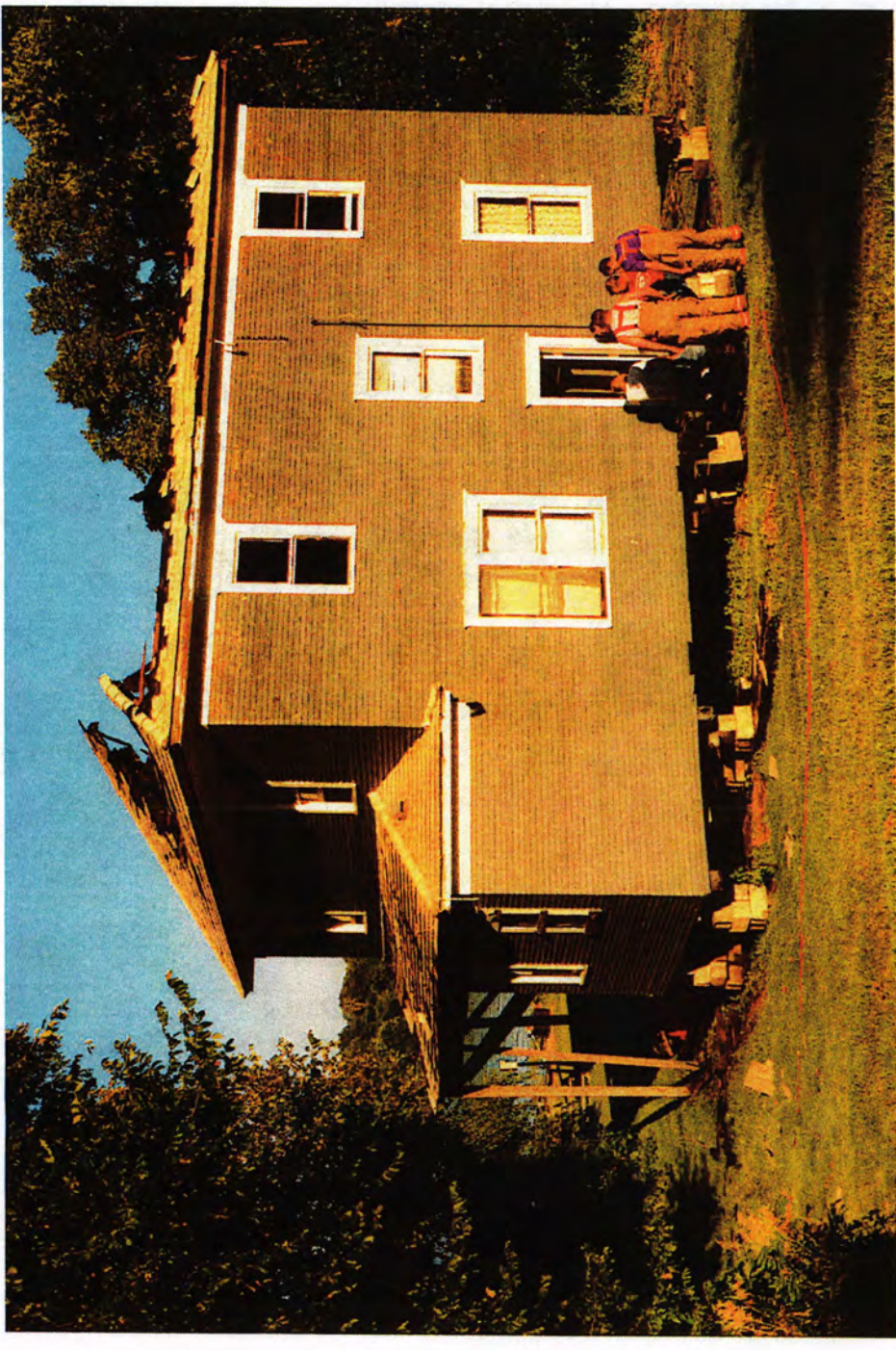




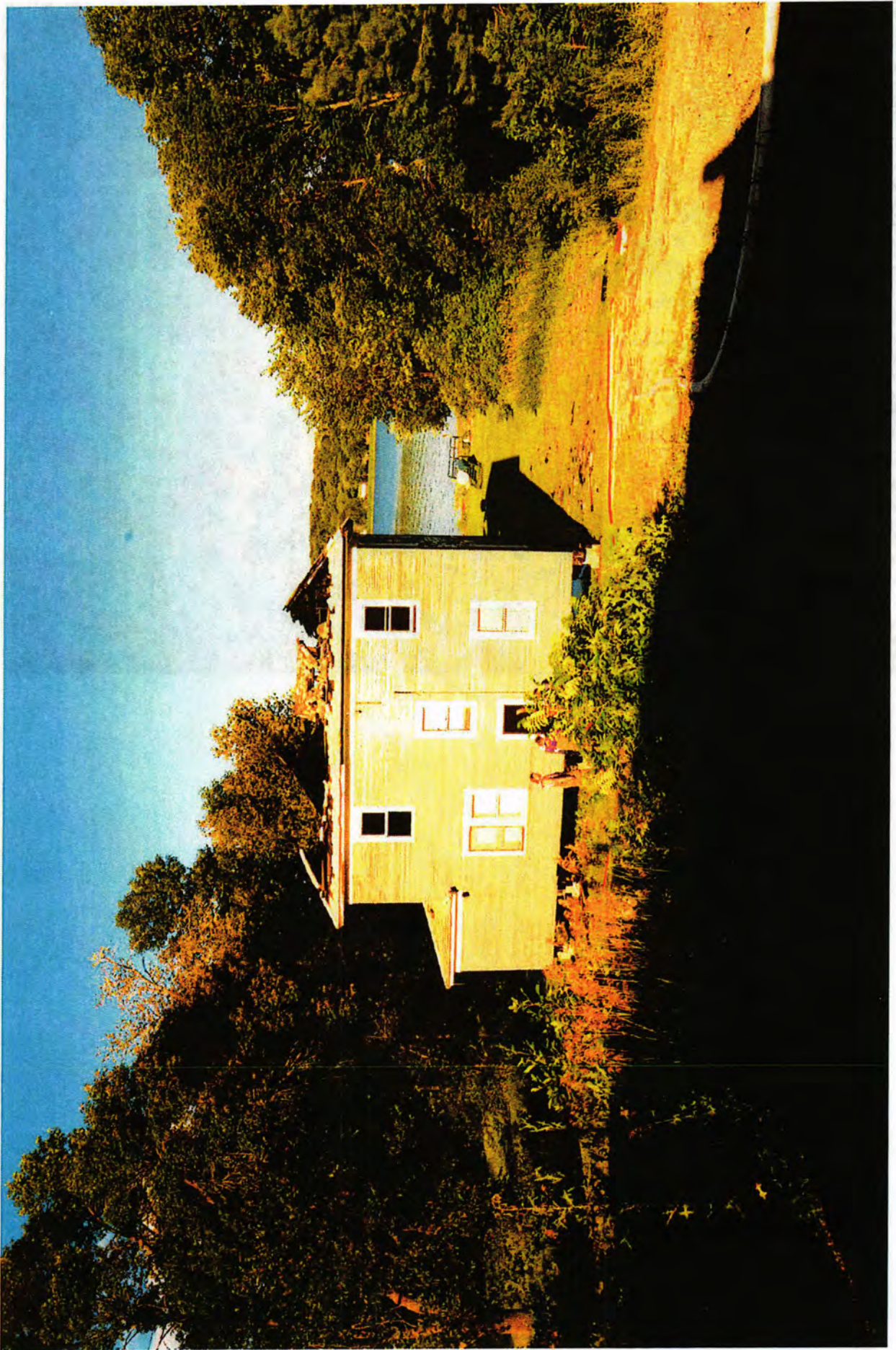


















4/5/2026

Adam Ossefoort
Todd County

30957 County 104
Burtrum, MN 56318

RE: Structural Assessment of Residential Structure

Dear Adam,

Scope Per your request, I conducted a site visit and visual structural assessment of the above-referenced property on March 26, 2026. The purpose of this assessment was to determine whether the existing structure, in its present condition, is structurally sound.

Site Observations

- Building type: Two-story, wood-framed house that has been transported to the site and is currently supported on temporary cribbing.
- Cribbing: The cribbing appears to be temporary in nature and shows evidence of long-term, differential settlement. Differential settlement has caused leaning of the structure.
- Fire damage: The roof structure has sustained significant fire damage; members were observed to be charred. Charred members and likely subsequent water exposure have visibly reduced the roof framing capacity.
- Foundation: No permanent, frost-protected foundation was observed. It is unclear whether the original intent was to install a permanent foundation.
- Other: No intrusive investigation (e.g., destructive sampling, opening of finishes, or structural load testing) was performed during this visit.

Structural Opinion Based on the limited, non-destructive visual inspection conducted, it is our professional opinion that the structure in its current condition does not comply with current building code standards and presents safety concerns. Key factors include:

- Ongoing differential settlement of the temporary cribbing supporting the building, producing instability and a lean.
- Significant fire damage to the roof framing, with charred members that have reduced strength and potential for ongoing deterioration from weather exposure.
- Absence of a permanent frost-protected foundation suitable for long-term support.

Recommendations (minimum required)

1. Foundation

- Design and install a permanent frost-protected foundation sized and detailed to support the two-story structure and resist frost heave. The building should be properly lowered and set onto the new foundation by qualified contractors.

2. Roof

- Remove and replace the fire-damaged roof framing and coverings. All charred or compromised members must be replaced or repaired per engineered details to restore the required strength and continuity of the roof diaphragm.

3. Main-level floor framing and overall structural assessment

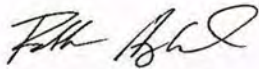
- Perform a complete engineered assessment of the main-level and other framing members (beams, joists, columns, connections) once the building is staged on temporary supports for foundation work. Determine required repairs or reinforcements to ensure the building transfers loads properly to the new foundation.

Limitations This opinion is based on a limited visual, non-destructive inspection performed on March 26, 2026. No structural calculations, material testing, or in-depth concealed-element inspections were performed. Final determination of required repairs and foundation design requires an engineered evaluation of framing once the building is supported for foundation work and may require invasive inspection and testing.

Please call if you have any further questions regarding this project or letter.

Sincerely,

Deep Roots Engineering, LLC



Robbie W. Hyland

Lic. # 49580



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form**Requestor to Complete:**

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-15
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Pheasants Forever Cooperative Agreement
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Date of Meeting: 5/19/2026	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Soil and Water

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

Pheasants Forever provides funding to Todd County for a local Farm Bill Biologist position that is located at the USDA Field Office in Long Prairie. A cooperative agreement for this position is required for funding to continue for the next year.

Options:

1. Approve the Local Cooperative Agreement

2. Do not approve the agreement

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approval of the attached Local Cooperative Agreement expiring on June 30, 2027.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	☐ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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

LOCAL COOPERATIVE AGREEMENT (2026-2027)

Todd County and Pheasants Forever, Inc.

THIS AGREEMENT is made this _____ day of _____ 2026 (“Effective Date”), by and between Todd County, a political subdivision of the State of Minnesota, and Pheasants Forever, Inc. (“PF”), a Minnesota non-profit organization. In consideration of the mutual promises and covenants hereunder, the parties hereto agree as follows:

1. Term. Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on June 30, 2026, or on the date all funds have been expended whichever occurs earlier.
2. Representations by PF. PF makes the following representations to Todd County for the purpose of this Agreement:
 - a) PF is competent to perform the services contemplated under this Agreement.
 - b) PF is under no legal impediment that would preclude PF from performing the services contemplated under this Agreement.
 - c) PF has not been the subject of any claims or allegations of negligent or intentional acts or omissions that relate to the type and scope of services to be provided by PF to Todd County under this Agreement.
3. Duties of PF. To add staff capacity in Todd County to increase landowner participation in State and Local conservation programs as well as the conservation provisions of the Federal Farm Bill which increase the amount of native grasses and wetlands on the landscape and projects that enhance water quality, soil health, and increase fish and wildlife habitat.

Specifically, the following conservation programs are to be the focus of this Agreement: Conservation Reserve Program (CRP), Continuous Conservation Reserve Program (CCRP), Conservation Reserve Enhancement Program (CREP), Agriculture Conservation Easement Program (ACEP), Re-Invest in Minnesota (RIM), Environmental Quality Incentive Program (EQIP), US Fish and Wildlife Programs, Prairie Bank, Clean Water Fund projects, and any other programs that enhance the quality of soil health, water quality and wildlife habitat are part of the scope of work.

The primary focus shall be to provide quality customer service and enroll farmers/landowners into voluntary conservation programs. Under no circumstance is PF to work on anything related to violations or enforcement of Federal, State or Local laws. PF shall not be involved in any actions taken regarding conservation violations. Neither will this agreement prohibit Todd County from taking any necessary enforcement actions for conservation violations that may occur against any landowner with whom PF has worked.

Personnel. All work PF is to perform shall be performed by competent and qualified personnel. As soon as known, PF will inform Todd County who will have primary responsibility for performing the work under this Agreement on behalf of PF and will serve as PF's primary contact with Todd County. Should PF change the person primarily responsible for performing the work under this Agreement it must notify Todd County's Authorized Representative in writing seven days prior to the change.

Final Documents. PF shall provide all documentation of the work to be performed under this Agreement. The documents shall be furnished in a format acceptable to Todd County. Upon completion of the work, PF shall also deliver to Todd County copies of all correspondence, drawings, reports and all other documents either generated by or received by PF in the performance of the work and services required by this Agreement.

Standard of Care and Liability for Work. In performing the work under this Agreement, PF will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

4. No Authority to Bind Todd County. PF acknowledges that PF has no authority to bind Todd County to any contract, agreement, or arrangement, nor shall PF state or imply that PF has authority to do such acts. Use of the name or logo of Todd County by PF is prohibited without the consent of Todd County's Authorized Representative or his/her designee.
5. Compensation. Todd County shall pay PF for services satisfactorily completed in accordance with this Agreement. The total compensation payable to PF for services and expenses under this Agreement shall not exceed \$3,750.00 (the "Contract Maximum"). In the event Todd County requests services that would require payment in excess of the Contract Maximum, PF shall not proceed until such time as Todd County has approved such modification or addition by written amendment to this Agreement.
 - a. Billing by PF. The amounts to be paid under this Agreement shall be paid only if work has been satisfactorily performed as determined by Todd County's Authorized Representative and consistent with the Contract

Maximum. PF shall submit a monthly report outlining PF's progress in a form acceptable to Todd County's Authorized Representative.

- b. **Payment by Todd County.** Within thirty days (30) days of the date of termination as outlined in Section 1 of this Agreement PF shall submit a final invoice to Todd County's Authorized Representative. Todd County shall not be required to compensate PF for services or to reimburse PF for expenses without adequate documentation by PF supporting the request for compensation or reimbursement. Within thirty-five (35) days of the approval of the invoice by Todd County, Todd County shall mail payment of the approved amount to PF for all services satisfactorily performed or make reasonable arrangements for payment acceptable to PF. No claim for expenses or services not specifically provided for herein shall be honored by Todd County. Amounts disputed need not be paid until the dispute is resolved. Final payment due to PF will be made by Todd County when all work and services have been satisfactorily performed and all documents have been delivered to Todd County in accordance with this Agreement. All payments shall be issued to:

Pheasants Forever, Inc.
1783 Buerkle Circle
St. Paul, MN 55110

- 6. **Compliance with Todd County Policies.** PF agrees to comply with Todd County policies regarding personal and professional conduct and conflicts of interest as may be presented to PF by Todd County from time to time.
- 7. **Authorized Representative.** The Todd County Soil and Water Conservation Development Division (SWCDD) Director shall serve as the Authorized Representative of Todd County and as the liaison with PF. Todd County shall have the right to change its Authorized Representative from time to time and shall inform PF of any such change. The Authorized Representative shall have the express authority to make all contacts with PF on behalf of Todd County and to instruct PF to perform the various services described in this Agreement. PF shall submit reports, invoices and other materials prepared pursuant to this Agreement to Todd County's Authorized Representative, by mailing or delivering them to:

Director
Todd County SWCD
215 1st Ave, S, Suite 104
Long Prairie, MN 56347

- 8. **Intellectual Property Rights.** PF acknowledges that any original copyrightable work created within the scope of his/her engagement is and shall remain Todd County's sole property as a "work for hire" under copyright law and PF irrevocably assigns any and all rights and interests in such work to Todd County. PF further

agrees to promptly disclose in writing all inventions, discoveries, improvements, formulas, techniques, and know-how (whether or not patentable and/or reduced to practice), made, conceived or learned of during the period of his/her employment which relate to or result from the actual or anticipated business of Todd County or from the use of Todd County's premises or property (the "Technology"). PF hereby irrevocably assigns to Todd County all rights and interest in such Technology and agrees to assist Todd County in every way at Todd County's expense, but without further compensation to protect said Technology, and to execute all documents which Todd County reasonably determines as necessary or convenient for the protection of said Technology. PF agrees to keep complete, accurate and authentic accounts, notes, data and records of all such Technology in the manner and form requested by Todd County. Such documentation shall be the property of Todd County and PF shall promptly deliver to Todd County such documentation upon his/her termination or upon Todd County's request at any time.

9. Items provided by Todd County. Todd County will furnish any data or materials in its possession relating to the Duties in Section 3 of this Agreement that may be of use to PF in performing the work. PF shall make an analysis of all data and information furnished by Todd County. All data or materials provided to PF will remain the property of Todd County and must promptly be returned to Todd County upon expiration or termination of this Agreement.
10. Minnesota PF Relationship. PF and Todd County agree that the relationship created by this Agreement is that of the Minnesota PFs. PF is responsible for the payment of any taxes, including, without limitation, all federal, state and local personal and business income taxes, sales and use taxes, other business taxes, and license fees arising out of PF's activities. PF will also keep in force all necessary public liability insurance and vehicle insurance with carriers that are satisfactory to Todd County and shall hold Todd County harmless from all claims, demands and suits arising from the acts of PF.
11. Indemnification. Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.
12. Insurance. PF shall procure and maintain for the duration of the Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PF.

Minimum Scope of Insurance: Coverage shall be at least as broad as follows:

- a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Todd County **must be named as additional insured**. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. Todd County must also be named as additional insured on the excess or umbrella policy.
- b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Todd County **must be named as additional insured**. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. Todd County must also be named as additional insured on the excess or umbrella policy.
- c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If PF's employment is an excluded employment under Minn. Stat. § 176.041 and PF elects not to purchase workers' compensation coverage, PF shall provide Todd County with a written waiver of workers' compensation coverage in a form acceptable to Todd County. PF agrees that under no circumstances shall Todd County be responsible for workers' compensation for injuries suffered in connection with this Agreement.

Minimum Limits of Insurance: PF shall maintain **no less than** the following limits of insurance:

- d. General Liability Insurance, and if necessary, Umbrella Liability:
 - \$1,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 products and completed operations aggregate
- e. Business Automobile Liability and if necessary, Umbrella Liability:
 - \$1,000,000 per occurrence
- f. Worker's Compensation:
 - as required by the State of Minnesota
- g. Employer's liability coverage with minimum limits of:
 - Bodily injury by accident: \$500,000 each employee
 - Bodily injury by accident: \$1,000,000 each incident

- Bodily injury by disease: \$500,000 each employee

Deductibles and Self-Insurance:

- h. Any deductibles will be the sole responsibility of PF and may not exceed \$50,000 without the written consent of Todd County. Any request for a higher deductible must first be approved by Todd County after PF provides Todd County with financial documentation sufficient for Todd County to determine whether PF has the financial resources to cover the requested deductible.

Additional Insurance Conditions:

- i. PF's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by Todd County. Todd County's insurance or self-insurance program shall be excess of PF's insurance and shall not contribute to it.
- j. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Todd County or its officers, officials, employees or volunteers.

Verification of Coverage:

- k. PF shall provide Todd County with certificates of insurance and original endorsements showing that PF has each type of insurance coverage and limits required under this Agreement. A Certificate of Insurance for each policy must be on file with Todd County within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. If insurance expires during the term of this Agreement a new Certificate of Insurance must be provided to Todd County at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Section 13. Todd County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against PF.

13. Termination. This Agreement shall automatically terminate upon the expiration of the term of this Agreement. This Agreement may be terminated by written agreement of the parties or by either party, without cause, by giving written notice of termination to the other party. Termination shall be effective on the date of such written agreement between the parties; or, if terminated by one party, 30 days after the written notice of termination is given. In the event of a breach of any term and condition of this Agreement, the Agreement may be terminated by the aggrieved party, if the other party has failed to cure the default within five business days after receiving written notice specifying the nature of the default, with such termination becoming effective upon expiration of the cure period. Upon termination of this Agreement prior to the expiration of the term, the compensation payable to PF

shall be the pro-rata portion of the total compensation payable in the same ratio as the percentage of services actually performed prior to termination in relation to the total services which would have been performed had the Agreement not been prematurely terminated.

14. Data Practices. PF must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to PF by the Todd County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by PF pursuant to this Agreement. If PF receives a request to release data pursuant to this Section 8.2, PF shall notify Todd County immediately and consult Todd County as to how PF should respond to the request. PF's response shall comply with applicable law.
15. Arbitration. The parties agree to submit to binding arbitration all monetary disputes arising under this Agreement for claims of \$25,000 or less.
16. Audit. PF shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, PF shall allow Todd County or other persons or agencies authorized by Todd County, including the Legislative or State Auditor, access to the records of PF at reasonable hours, including all books, records, documents, and accounting procedures and practices of PF relevant to the subject matter of the Agreement, for purposes of audit.
17. Notice. Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.
18. Miscellaneous. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. This Agreement shall be governed by laws of the State of Minnesota, and the courts of the State of Minnesota shall have jurisdiction over any dispute which arises under this Agreement, and each of the parties shall submit and hereby consent to such court's exercise of jurisdiction, except to the extent that the parties have agreed to submit any dispute to binding arbitration. In any action to enforce rights under this agreement, the prevailing party shall be entitled to recover its attorney's fees and expenses incurred in such action. This Agreement supersedes all prior agreements and understandings between PF and

Todd County, and may not be modified, changed or altered except as specifically set forth in writing and signed by both parties.

19. Compliance with Applicable Law. PF agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to PF's performance of the provisions of this Agreement. It shall be the obligation of PF to maintain, pay for and obtain all licenses required by any governmental agency for the provision of those services contemplated herein.
20. Debarment. PF certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. PF's certification is a material representation upon which Todd County's approval of this Agreement is based. PF shall provide immediate written notice to Todd County's authorized representative if at any time PF learns that this certification is erroneous or becomes erroneous due to changed circumstances.
21. Conflict of Interest. PF affirms that, to the best of PF's knowledge, PF's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. PF agrees that, should any conflict or potential conflict of interest become known to PF, it will immediately notify Todd County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise Todd County whether PF will or will not resign from the other engagement or representation.
22. Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.
23. Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
24. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

IN WITNESS THEREOF, Todd County and Pheasants Forever, Inc. have executed this Agreement as of the day and year first written above:

Pheasants Forever, Inc., having signed this Agreement, and Todd County Board of Commissioners having duly approved this Agreement, and pursuant to such approval and the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF TODD

PHEASANTS FOREVER, INC.

BY: _____

Adam Ossefoort, Director
Todd County SWCDD

BY: _____

_____, President
Pheasants Forever, Inc.

DATED: _____

—

DATED: _____

APPROVED AS TO FORM AND EXECUTION

BY: _____

John Lindemann, Todd County Attorney

Quarterly Snapshot

Half of the quarter was....different. October was a month full of brainstorming and endless Tech Talks. I expanded my skills on Canva and thought up some opportunities for outreach within the next year, and thought about where the most noticeable gaps in information are between us and our landowners. With that I attempted to figure out how to make some printable infographics for landowners to take home.

Once we re-opened it was a full week of scheduling, organization and settling back in. a lot of time was spent creating maps and preparing for the looming status reviews I needed to finish for my county. I had previously been advised to wait until October to do them, but we all know how October went. So my entire month of December was back to back calling landowners and site visits for status reviews in rain, snow and blizzards. Identifying vegetation this time of year presented a challenge of its own, other than the inability to access plots without getting the government truck stuck.

Despite the uncertainty this fall brought, I was able to complete the status reviews I had left (barely) and managed not to get lost in the snow banks. On another note, I had gone through my first non-compliance issue, as I had a landowner quite literally landscape his CP3. Mulch and all. I also had to amend a contract where I used the wrong component code for a cost share item... not fun. I am working with my ARC and regional supervisor to get my conservation planner levels and JAA.

Personally, my life was quite full. I had 5 thanksgivings, and 6 Christmas's. I'm very blessed but it was in fact, very exhausting. So the in-laws and I are going to Mexico the first week of February to decompress from the end of year stress. I am very excited, it will be my first time out of the country!

Highlights

- 100 Status Reviews
- Working on Webinar for CRP Q's
- Worked on infographics for the office
- Working with SWCD for CRP presentation at their annual Feedlot meeting
- First component code amendment



Me in the field conducting status reviews in December

Quarterly Snapshot

This quarter was my first experience with creating conservation plans. It presented a very steep learning curve, and I struggled to become efficient in CD. I also really struggled with time management but despite the odds the plans were completed on time! All of the plans were signed and also made it through my first last minute plan change. We were able to increase contract numbers from the 15 expiring to 20 going in despite the extreme change in rental rates. Things have been quite slow in the office, and I have started digging into my large pile of status reviews and finished my certifications for this summer. Todd also carried out its first CRP incentive fund round with the SWCD, awarding 5 landowners for the hard work of maintaining and converting land into CRP.

I was able to attend a day of my first PF state meeting this year! I was able to discuss and learn about the future missions and goals of PF, as well as how they operate and what we can do to continue their growth. We planted hundreds of plugs on a large plot of restored habitat, and got to know our PF siblings better.

Todd has a history of not being PF's biggest fans, so I was asked to give a presentation to the Board of Commissioners before my annual agreement was signed. I was able to convince them PF had value in Todd which was a huge relief.

Highlights

- 20 conservation plans
- 10 certifications
- started discussing my JAA next steps
- Presented to 5th graders in Frazee
- Rolled out a SWCD incentive
- Learned more about CD
- annual report
- presented to the Board of Commissioners

Photo of a mowing certification
I did in September



MN state PF meeting plug
adventure!





Minnesota Pheasants Forever

Quarterly Report

Riley Peterson Todd FBB I

JUL-SEP 2025

Outreach and Education

While there seems to be a lull in CRP interest in, there is still a need for wildlife education! I had the opportunity to be a presenter at an event hosted by Becker SWCD to educate some 5th graders on Birding! We presented to several groups throughout the day, and they each brought something special to the day.

In terms of future outreach, I am excited to be learning and studying up to present at the 2026 Women in Ag conference! It was such a privilege to attend last year, and to return as a presenter will be such a treat.





Minnesota Pheasants Forever Quarterly Report

Riley Trantina– Todd County

April– June 2025

Quarterly Snapshot

This quarter marked some new beginnings for me in both my personal life and in my life as FBB. I worked with Jason Andersen to get a fire trailer in Todd county, and we just heard back that we have the green light! I also got to attend New Hire orientation which was amazing I got to connect with so many incredible people.

After April, things slowed down for march. I had a couple of site visits and some phone calls checking in to prepare for a potential sign up. People were debating in our office if we would even have one but soon enough while I was waist deep in wedding planning, the 2025 CRP signup was announced.

It was a challenge fighting through my first signup, especially in such an uncertain year on the federal level. The lack of higher level payments in SU63&64 turned some people away, but Todd county was still able to not only match the number of expiring contracts but added 7 more for a total of 22 contracts for 2026. I learned a lot about time management and how the sign ups actually look start to finish. I took a brief break to attend the Todd SWCD's local work group tour showcasing ag waste systems, pit closures and restored prairies where I connected with tons of landowners and neighboring county staff.

Once I got all of my offers completed and given to FSA, I was off to get married! The weather was perfect, and all of the storms somehow went right around us. I am a Trantina now so if Riley Trantina emails you its not a scam its just me!



My Wedding June 28th 2025

Highlights

- Status reviews and my first CRP certifications
- Navigating my first CRP sign up
- GETTING MARRIED
- Fire trailer for Todd
- SWCD work group tour





WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☐ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-16
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Windy Acres Final Plat Extension
Date of Meeting: 5/19/2026	Agenda Time Requested: 3	☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed ☒		
Section 503 (1) of the Todd County Subdivision Ordinance requires final plats to be presented to the Board of Commissioner's within 12 months from approval of a Preliminary Plat unless an extension is requested in writing by the subdivider and granted by the County Board.		
The Windy Acres was approved for preliminary platting on June 18th, 2024. A request to extend the 12 month deadline to June 18 th , 2026 was approved on May 20, 2026. The land owner is requesting an additional extension for final platting of this property.		
Options:		
1. Approve the extension as requested.		
2. Do not approve the extension		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		
Approval of an extension to final platting deadline of Windy Acres to June 18, 2027.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	☐ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review:	Facilities Committee Review:	Finance Committee Review:
☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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

STOECKEL JAHNER
LAND SURVEYING

...a division of **JSD**

320-763-6855

WWW.MNSURVEYING.COM
MARK@MNSURVEYING.COM

1206 3RD AVE E
ALEXANDRIA, MN 56308

4-18-26

Todd County Planning and Zoning Department
215 1st Avenue South
Suite 103
Long Prairie, MN 56347

Subject ***Windy Acres Final Plat Extension Request***

Dear Todd County Commissioners:

Windy Acres was approved in June of 2024. I was granted a 12-month extension to file the final plat, thank you. As I continue to struggle to get the mortgage company's consent I am making headway. I am currently working with an attorney to resolve this. I am asking for an additional extension as I work through this process. Thank you for your consideration.

Sincerely,



Cheryl Hagen



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office) 20260519-17
☒ Action/Motion	☐ Report	
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Vertical Bridge Request for CUP	
Date of Meeting: 5/19/2026	Agenda Time Requested: 5	☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		

Background: Supporting Documentation enclosed ☒

An application for CUP to establish a cellular communications tower on parcel 13-0025100 (Iona Township) was submitted on April 13, 2026. The application was reviewed by the Planning Commission during the May 7 public hearing. The final recommendation from the Planning Commission was to grant the CUP with the conditions identified below.

Options:

1. Grant the CUP with conditions.
2. Developing findings to deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions:
1. Applicant must abide by all standards of Section 9.21 of the Todd County Planning and Zoning Ordinance.
2. Applicant must abide by all applicable federal, state, and local standards.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

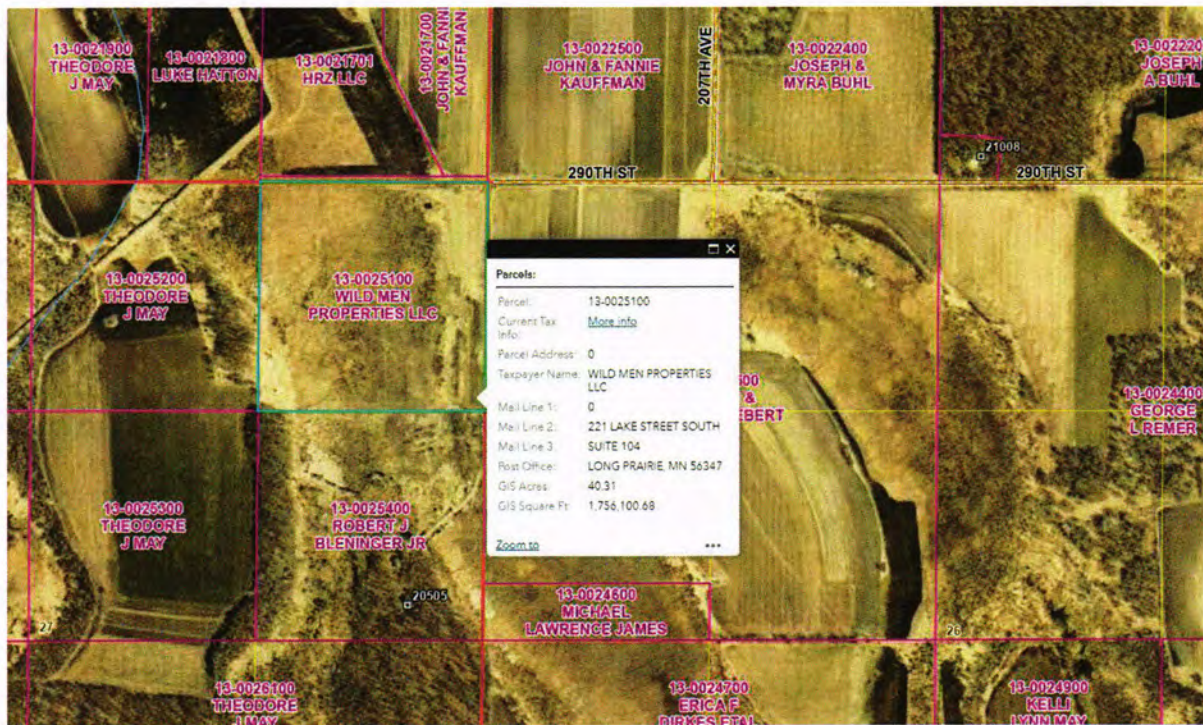
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

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



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Vertical Bridge
Mailing Address: 4340 Stinson Blvd NE
Columbia Hts., MN 55421

Property Owner: Wild Men Properties, LLC
Mailing Address: 221 Lake St. South, Suite 104
Long Prairie, MN 56347

Site Address: 290th Street Browerville, MN 56348

Parcel Number: 13-0025100

REQUEST:

1. Request CUP to construct a cellular communications tower in AF-1 Zoning District

The above entitled matter was heard before the Todd County Planning Commission on the 7th day of May, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE ¼ NE ¼) OF SECTION 27,
TOWNSHIP 130 NORTH, RANGE 34 WEST OF THE FIFTH P.M., TODD COUNTY, MN

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-006 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Applicant must abide by all standards of Section 9.21 of the Todd County Planning and Zoning Ordinance.
2. Applicant must abide by all applicable federal, state, and local standards.

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.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)	
☐ Discussion	☐ Resolution	20260519-18	
☐ Information Item	☐ Other		
Agenda Topic Title for Publication:		Blair Weiers Request for CUP	
Date of Meeting: 5/19/2026		Agenda Time Requested: 5	☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning			
Person Presenting Topic at Meeting: Adam Ossefoort			
Background: Supporting Documentation enclosed ☒			
An application for CUP to expand an existing feedlot from 122 animal units to 499 animal units on parcel 14-0030900 (Kandota Township) on April 14, 2026. The application was reviewed by the Planning Commission during the May public hearing. The final recommendation from the Planning Commission was to grant the CUP with the conditions identified below.			
Options:			
1. Grant the CUP with conditions.			
2. Developing findings to deny the CUP.			
3. Remand back to the Planning Commission for further consideration.			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: Adopt the findings of the Planning Commission and grant the CUP with the conditions identified below: 1. Applicant must notify Todd County Feedlot Program at least 90 days prior to construction to update and review permit application. 2. Prior to construction, applicant shall obtain the Feedlot Program Interim permit. 3. Proposed facility must meet all MDH and MPCA Feedlot setback requirements. 4. Applicant shall increase setback distance of pasture fencing to the lake to create no less than a 50' vegetated buffer in the identified area of concern. 5. Air quality exemption notices shall be provided to Todd County prior to all future manure application events. 6. Liquid manure storage structure shall have capacity for no less than 12 months storage. 7. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge. 8. Applicant must abide by all other applicable federal, state, and local standards. 9. Applicant must obtain permitting and/or licensing from additional governmental agencies as necessary. 10. The facility owners must maintain registration every four years and remain compliant with the Todd County ordinance and MN 7020 rules. 11. Any future livestock lot or barn construction will be required to be reviewed for compliance by the Feedlot Program prior to construction or install. 12. The conditions of the CUP must be disclosed to any future landowners or real estate transaction. 13. Applicant shall maintain and adhere to updated Manure Management Plans, setback maps, soil sampling, and manure analysis, as required by MPCA Feedlot Rules. 14. Clean water diversions for roof water will be installed by applicant and approved by Todd SWCD.			
Additional Information:		Budgeted:	Comments
Financial Implications: \$		☐ Yes ☐ No	
Funding Source(s):			
Attorney Legal Review:	Facilities Committee Review:	Finance Committee Review:	
☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	
Auditor/Treasurer Archival Purposes Only:			
Action Taken:	Voting in Favor	Voting Against	
Motion:	☐ Byers	☐ Byers	
Second:	☐ Denny	☐ Denny	



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
● MINNESOTA ● EST. 1855 ●

Board Action Form

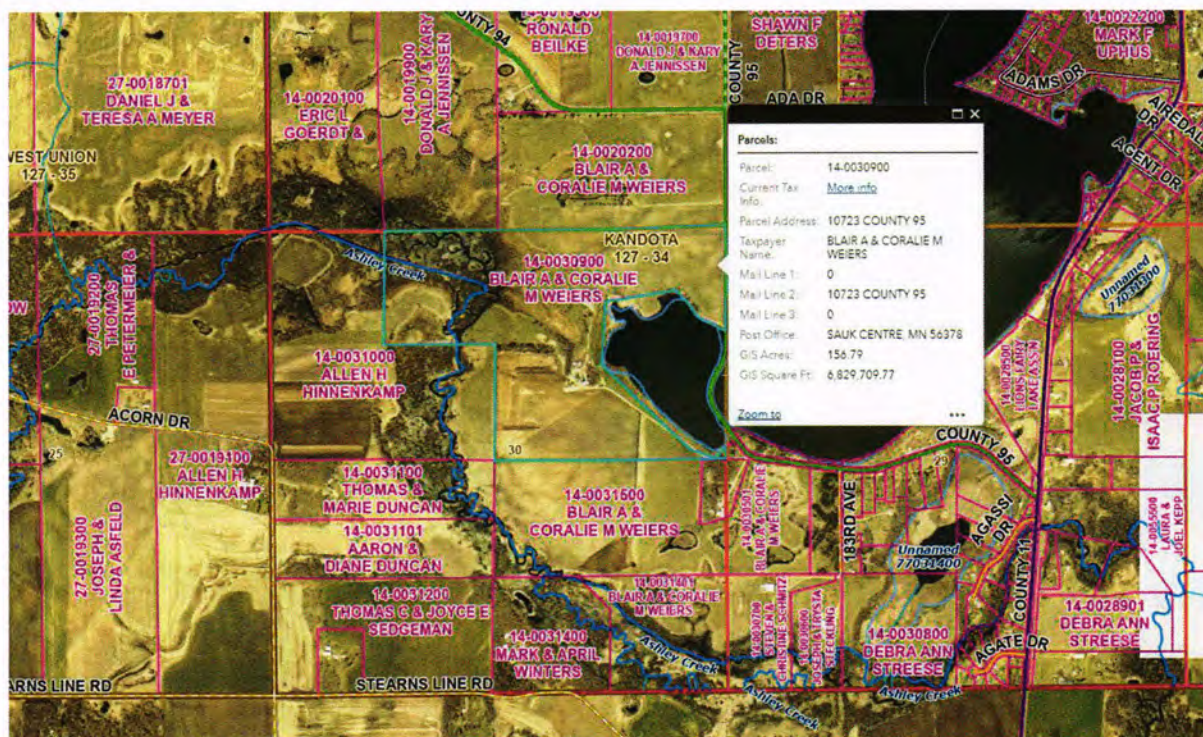
☐ Passed	☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed		☐ Neumann	☐ Neumann
☐ Tabled		☐ Becker	☐ Becker
☐ Other:	Notes:		

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



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Blair Weiers
Mailing Address: 10723 County 95
Sauk Centre, MN 56378

Property Owner: Blair Weiers and Coralie Weiers
Mailing Address: 10723 County 95
Sauk Centre MN 56440

Site Address: 10723 County 95, Sauk Centre, MN 56378

Parcel Number: 14-0030900

REQUEST:

1. Request CUP to expand an existing 122 animal unit feedlot to 499 animal units in Natural Environment Shoreland District.

The above entitled matter was heard before the Todd County Planning Commission on the 7th day of May, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

The Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), and lots 1, 2, 3, all in Section 30, Township 127 North, Range 34 West, Todd County, MN

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-007 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Applicant must notify Todd County Feedlot Program at least 90 days prior to construction to update and review permit application.
2. Prior to construction, applicant shall obtain the Feedlot Program Interim permit.
3. Proposed facility must meet all MDH and MPCA Feedlot setback requirements.
4. Applicant shall increase setback distance of pasture fencing to the lake to create no less than a 50' vegetated buffer in the identified area of concern.
5. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.

6. Liquid manure storage structure shall have capacity for no less than 12 months storage.
7. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
8. Applicant must abide by all other applicable federal, state, and local standards.
9. Applicant must obtain permitting and/or licensing from additional governmental agencies as necessary.
10. The facility owners must maintain registration every four years and remain compliant with the Todd County ordinance and MN 7020 rules.
11. Any future livestock lot or barn construction will be required to be reviewed for compliance by the Feedlot Program prior to construction or install.
12. The conditions of the CUP must be disclosed to any future landowners or real estate transaction.
13. Applicant shall maintain and adhere to updated Manure Management Plans, setback maps, soil sampling, and manure analysis, as required by MPCA Feedlot Rules.
14. Clean water diversions for roof water will be installed by applicant and approved by Todd SWCD.

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.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office) 20260519-19
☒ Action/Motion	☐ Report	
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		US Solar Request for CUP
Date of Meeting: 5/19/2026	Agenda Time Requested: 10	☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed ☒		
An application for CUP to establish a 10 MW solar farm on parcel 28-000100 (Wykeham TWP) was submitted on February 5, 2026. The application was reviewed by the Planning Commission during the March, April, and May public hearings. The final recommendation from the Planning Commission was to deny the CUP based on the findings identified below.		
Options:		
1. Deny the CUP with findings		
2. Approve the CUP with conditions		
3. Table the item for further consideration		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Adopt the findings of the Planning Commission and deny the CUP based on the findings below. 1. The County's vision under its 2030 Comprehensive Plan to create "opportunities for growth through the support of economic development while enhancing the use of [the County's] cultural, natural, commercial and agricultural resources." In talking about "economic development," the 2030 Comprehensive Plan identifies the need for good paying jobs, the desire to create good opportunities and professions to allow the youth to remain, and searching for methods to help develop agricultural business and business which benefit from being in an agricultural production area. The County Board finds converting farm land to a commercial use – a solar farm does not support this policy because it is not providing economic growth as identified in the 2030 Comprehensive Plan. 2. Surrounding property is farm land and the proposed use would impede the ability of nearby farm land users from expanding onto this parcel. The proposed use, however, would not impede the ability to orderly develop the property for residential since it is approximately one mile from the closest city. 3. The applicant has not met its burden of showing there is a need for this proposed use in Todd County. The applicant indicated the energy would be "locally – generated and distributed energy" however it did not note the need locally for the energy. No evidence was provided showing the local energy grid did not have the current capacity or ability to serve its users. 4. Section 1.02 (B) of the County Planning and Zoning Ordinance states one of the purposes of the Ordinance is to protect, preserve and develop economically viable agricultural land. Additionally, the Ordinance states the purpose of the AF-1 "district is to provide for and protect areas of the county where commercial crop and livestock agriculture, forestry, large tract recreational activities (i.e. hunting, snowmobiling, horseback riding, etc...) and wildlife habitat/natural areas are the primary uses." The Board finds converting agricultural land to a solar farm does not support these purposes and is actually inconsistent with the purposes. 5. The record developed during the public hearings and before this Board contained insufficient and inconsistent evidence by the applicant to support the granting of the CUP including negative economic benefits to the area.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A
---	---	--

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: USS Eagle Bend Solar LLC c/o US Solar
Mailing Address: 323 N. Washington Ave., Suite 350
Minneapolis, MN 55401

Property Owner: Randy & Jean Greenwaldt
Mailing Address: 14910 – 380th St.
Eagle Bend, MN 56446

Site Address: 14910 – 380th St., Eagle Bend, MN 56446

Parcel Number: 28-0001100

REQUEST:

1. Request CUP to construct and operate an up-to 10-megawatt solar farm in AF-1 Zoning District

The above entitled matter was heard before the Todd County Planning Commission on the 5th day of March, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

See: Exhibit A TO MEMORANDUM OF LEASE AND SOLAR EASEMENT

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-003 be (granted, denied) as upon the following conditions, changes or reasons:

In reviewing an application for a Conditional Use Permit, the Todd County Board shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the County Board shall make the following findings where applicable:

- (i) The use is in conformance with the purposes of the Comprehensive Plan of the County.

The County's vision under its 2030 Comprehensive Plan to create "opportunities for growth through the support of economic development while enhancing the use of [the County's] cultural, natural, commercial and agricultural resources."

In talking about "economic development," the 2030 Comprehensive Plan identifies the need for good paying jobs, the desire to create good opportunities and professions to allow the youth to remain, and searching for methods to help develop agricultural business and business which benefit from being in an agricultural production area.

The County Board finds converting farm land to a commercial use – a solar farm does not support this policy because it is not providing economic growth as identified in the 2030 Comprehensive Plan.

(ii) That the establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding property.

Surrounding property is farm land and the proposed use would impede the ability of nearby farm land users from expanding onto this parcel. The proposed use, however, would not impede the ability to orderly develop the property for residential since it is approximately one mile from the closest city.

(iii) 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 applicant has not met is burden of showing there is a need for this proposed use in Todd County. The applicant indicated the energy would be "locally – generated and distributed energy" however it did not note the need locally for the energy. No evidence was provided showing the local energy grid did not have the current capacity or ability to serve its users.

(iv) 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.

The applicant meets this criteria.

(v) 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.

The applicant meets this criteria.

(vi) 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 applicant meets this criteria.

(vii) 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.

The applicant meets this criteria.

(viii) 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.

Section 1.02 (B) of the County Planning and Zoning Ordinance states on of the purposes of the Ordinance is to protect, preserve and develop economically viable agricultural land.

Additionally, the Ordinance states the purpose of the AF-1 “district is to provide for and protect areas of the county where commercial crop and livestock agriculture, forestry, large tract recreational activities (i.e. hunting, snowmobiling, horseback riding, etc...) and wildlife habitat/natural areas are the primary uses.”

The Board finds converting agricultural land to a solar farm does not support these purposes and is actually inconsistent with the purposes.

(ix) Any other factor relating to the proposed conditional use that the Planning Commission determines in its discretion has the potential to adversely affect the public health, safety and welfare.

The record developed during the public hearings and before this Board contained insufficient and inconsistent evidence by the applicant to support the granting of the CUP including negative economic benefits to the area.

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.

EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Lessor Property, Lease Premises, Access Easement, Distribution Easement, Utility
Easement and Laydown Area

1. Lessor Property: One tract(s) in Todd County, Minnesota described as follows:

Property ID: 28-0001100
Deeded Acreage: 120.00

Legal Description:

The East Half of the Southwest Quarter (E1/2 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Two (2), Township One Hundred Thirty-One (131) North, Range Thirty-Five (35) West of the 5th P.M.

Lessor gives Lessee permission to input the full legal description for the Lessor Property after the Effective Date.

2. Lease Premises: Up to 60 acres of the one tract comprising the Lessor Property as described above. Approximate depiction of the Lease Premises (orange) is shown below. Precise legal description of the Lease Premises to be added following Effective Date pursuant to Section 2.4 of the Agreement.

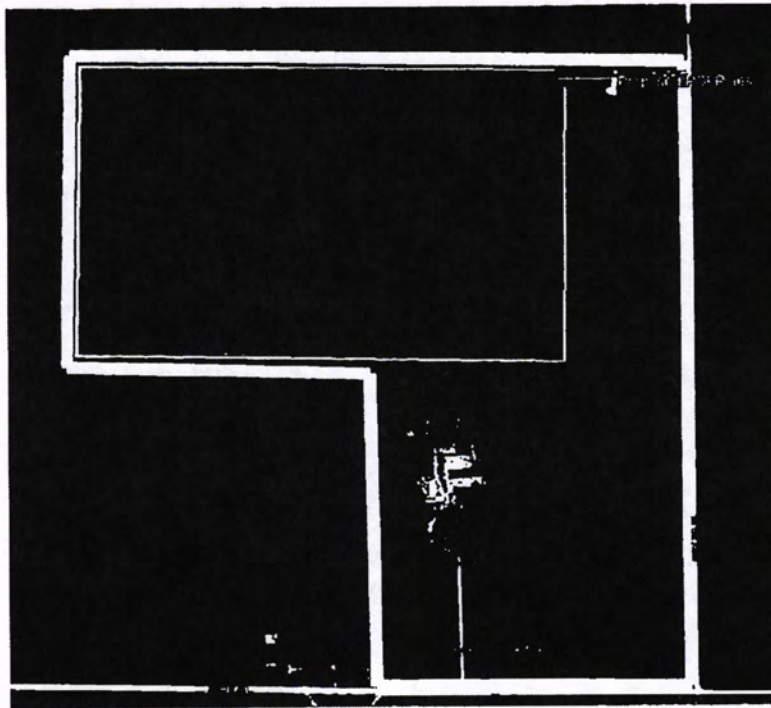
3. Access Easement: Approximate depiction of the Access Easement (green) is shown below. Precise legal description of the Access Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

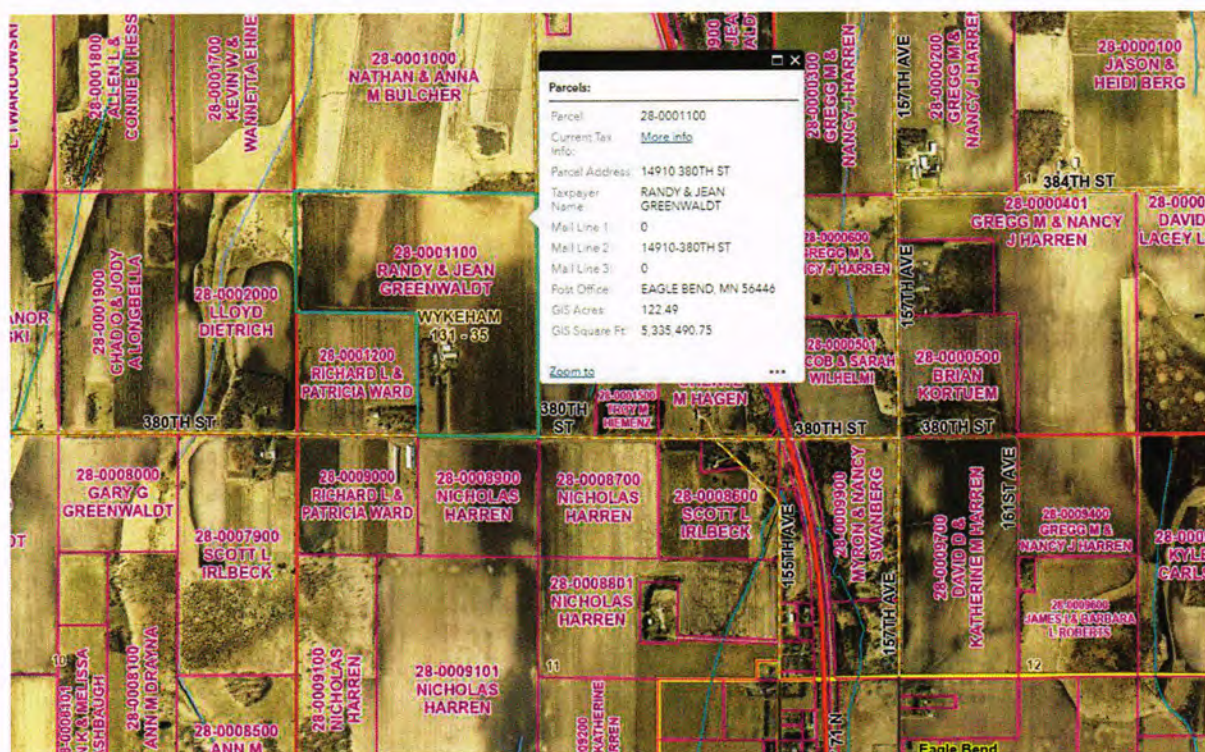
4. Distribution Easement: Approximate depiction of the Distribution Easement (red) is shown below. Precise legal description of the Distribution Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

5. Utility Easement: Approximate depiction of the Utility Easement (blue) is shown below. Precise legal description of the Utility Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

6. Laydown Area. N/A

EXHIBIT A CONT.







WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	(Issued by Auditor/Treasurer Office) 20260519-20
Agenda Topic Title for Publication:		Entertainment Pavilion addition of concrete
Date of Meeting: 5/19/2026	Agenda Time Requested: 5 mins	☐ Consent Agenda
Organization / Department Requesting Action: Facilities Department		
Person Presenting Topic at Meeting: Mitch Johnson		
Background: Supporting Documentation enclosed ☐		
The Facilities committee is recommending the addition of concrete to the Entertainment Pavilion area. Bid were submitted. Please see attachment		
Options:		
1) Approve the Option __ for the low bid of _____.		
2) Do not approve request		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		
1) Approve th option __ for the low bid of _____.		
Additional Information:		Budgeted:
Financial Implications: \$? Funding Source(s): 111-6601		☒ Yes ☐ No
Depending on Contractor on weather and schedule this may or may not be completed before Fair time.		
Attorney Legal Review:		Facilities Committee Review:
☐ Yes ☐ No ☐ N/A		☒ Yes ☐ No ☐ N/A
		Finance Committee Review:
		☐ Yes ☐ No ☐ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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

DOUCETTE'S LANDSCAPING &
CONTRACTING
19043 213TH ST
LITTLE FALLS MN 56345

BID

DATE	ESTIMATE #
3/24/2026	8053
dlc@douceland.com	

NAME / ADDRESS
TODD COUNTY DEMOLITION LANDFILL

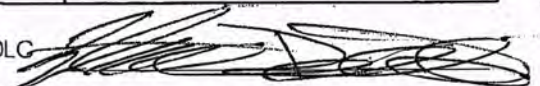
THIS BID DOES NOT INCLUDE ANY
MAINTENANCE ON BID ITEMS.
DOES NOT INCLUDE TOPSOIL OR PLACEMENT
OF TOPSOIL.

BID DATE	PROJECT NO.	ROAD NUMBER	COUNTY, CITY	OWNER
3/25/2026			TODD COUNTY	TODD COUNTY

ITEM NO.	ITEM DESC. & UNITS	ITEM QTY	UNIT PRICE	TOTAL
TURF ESTAB AC	MOWING, NO TILL DRILL SEEDING, AND FERTILIZING, PER ACRE	5.5	1,375.00	7,562.50
WATER	MAINTENANCE WATERING AND SPOT SEEDING, LUMP SUM	1	2,400.00	2,400.00
THIS BID DOES NOT INCLUDE ANY WARRANTY OR MAINTENANCE. NO TOPSOIL OR PLACEMENT INCLUDED.		TOTAL \$9,962.50		

ACCEPTED BY
SIGNATURE _____

SIGNATURE, DLC



Concrete for Entertainment Pavilion

Option 1: Concrete under sheltered area

Busker Concrete: \$19,250

J & S Concrete: \$19,172

Wettstein Concrete: \$19,900

Option 2: Concrete 10' out on the south side of entertainment pavilion

Busker Concrete: \$4,000

J & S Concrete: \$4,320

Wettstein Concrete: \$4,800

Option 3: Concrete 20' x 20' pad for corn feed area

Busker Concrete: \$2,750

J & S Concrete: \$3,250

Wettstein Concrete: \$3,000

Total Cost for All Options

Busker Concrete: \$26,000

J & S Concrete: \$26,742

Wettstein Concrete: \$27,700

Total Cost for Option 1 & 2 combined

Busker Concrete: \$23,250

J & S Concrete: \$23,492

Wettstein Concrete: \$24,700

Total Cost ONLY option 1

Busker Concrete: \$19,250

J & S Concrete: \$19,172

Wettstein Concrete: \$19,900

Busker Concrete, Inc
P.O. Box 151
Staples, MN 56479

Phone #
218-894-1989

Estimate

Date	Estimate #
4/18/2026	2294

Name / Address
Todd County Fairgrounds Mitch Johnson 320-874-1226 mitch.johnson@co.todd.mn.us

Description	Quantity	Rate	Total
Approximately 3050 square feet of 4" floor under pavilion with 4500 lb. exterior mix, #4 rebar 3' on center, fiber mesh, control joints, and sealed		19,250.00	19,250.00
Option to add 63'6"x10' to south side of pavilion: \$4000			
Option for 20'x20' area: \$2750			
Estimate does not include fill sand if needed.			
		Total	\$19,250.00

Quote

J & S Concrete Inc

22236 county rd 39
Long Prairie, MN 56347
320-630-6888 mobile
Jsconcreteinc@yahoo.com

Date: 04/15/2026
Quote No.: 10488

Bill To:

Todd county Fairgrounds
Long Prairie, MN 56347

Mitch 320-874-1226

Qty	Item	Description	Unit Price	Total
1		Pavilion Center 48' x 30' & 7' x 8' up to stage. 4" concrete w/rebar 2'oc and sawed control joints	\$10,098.00	\$10,098.00
1		Southside 22' x 64' x 4" w/rebar 2'oc and sawed control joints	\$9,504.00	\$9,504.00
1		Nortside 12' x 48' x 4" w/rebar 2'oc and sawed control joints	\$3,890.00	\$3,890.00
1		Pad 20' x 20' dig out black dirt and bring in fill for under concrete approximately. 10 yds w/rebar 2'oc and sawed control joints	\$3,250.00	\$3,250.00
1		All concrete to be treated with a sealer		

Total \$26,742.00

Please contact us for more information about payment options.

Thank you for your business.

ESTIMATE

Wettstein Concrete

wettsteinconcrete18@gmail.com
(320) 534-8751



Long Prairie Fairgrounds

Bill to

Mitch Johnson

Ship to

Mitch Johnson

Estimate details

Estimate no.: 391

Estimate date: 05/04/2026

Expiration date: 07/04/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Materials and Labor	Shed Slabs - 64'x12'5" , 30'x48' , 48'x12'5" (2,842sf) - Concrete, Rebar, Set up , Finishing, Materials, Labor etc.	1	\$19,900.00	\$19,900.00
2.		Materials and Labor	OPTION 1- Addition to garage slab to south. 10'x64' - Concrete, Rebar, Set up , Finishing, Materials, Labor etc.	1	\$4,800.00	\$4,800.00
3.		Materials and Labor	OPTION 2- Addition to north of corn slab. 20x20 - Concrete, Rebar, Set up , Finishing, Materials, Labor etc.	1	\$3,000.00	\$3,000.00

Total **\$27,700.00**

Note to customer

Estimate is subject to change based on the price of materials at the
time of job completion.

Expiry
date 07/04/2026

Thank you for your business!

Accepted date

Accepted by



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-21
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Abatement-30-0002000
--	-----------------------------

Date of Meeting: 5/19/2026	Agenda Time Requested: 5 minutes	☐ Consent Agenda
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Organization / Department Requesting Action: Assessor's Office
--

Person Presenting Topic at Meeting: Chris Odden

Background: Supporting Documentation enclosed ☐

Alexander Kellen Jr. has filed for an abatement on parcel 30-0002000. Mr. Kellen homestead was removed in error for the 2025 assessment, taxes payable in 2026. The resulting difference in property tax due to the non-homestead classification of this parcel is \$194.

Options:

1. Approve abatement as presented in the amount of \$194.

2. Deny Abatement.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve abatement as presented.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 194	☐ Yes ☒ No	
Funding Source(s): General Fund		
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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:

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☐ Resolution	20260519-22
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Abatement-Prairie Community Services
Date of Meeting: 5/19/2026	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Assessor's Office		
Person Presenting Topic at Meeting: Chris Odden		
Background: Supporting Documentation enclosed ☐		
Three properties owned by Prairie Community Services were incorrectly reclassified as commercial property for the 2025 assessment, taxes payable in 2026. All three of the parcels should have been tax exempt. This error resulted in a combined tax bill of \$28,853. Prairie Community Services has filed abatement applications and have requested an abatement for the entire amount.		
Options:		
1. Approve abatement of the 2026 property tax on parcels 30-4006600, 30-4006700, and 36-4023000; totaling \$28,853.		
2. Deny abatement.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve abatement as presented.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ 28,853 Funding Source(s): General Fund	☐ Yes ☒ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
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☐ Other:	Notes:	
Official Certification		
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		Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion	☐ Report	20260519-23
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Acknowledge Receipt County Ditch 44 - Hold Harmless Agreement - Ditch Maintenance	
Date of Meeting: May 19, 2026	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
Background: <i>Supporting Documentation enclosed</i> ☒		
Attachment 1 - Hold Harmless Agreement Application		
Attachment 2 - Aerial Photo		
Options:		

Recommendation:
The Todd County Board of Commissioners approves the following by Motion: Acting as the Todd County Ditch Authority acknowledge receipt of a Hold Harmless Agreement application from Lyon Family Farm, Steve Berscheid and Dale Lyon to clean a portion of County Ditch 44 in section 34 Round Prairie Twp and section 3 Birchdale Twp.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	☐ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

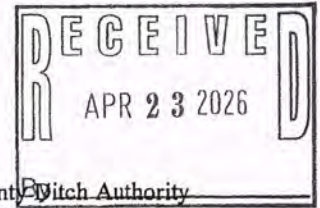
Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification
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Seal

HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair



Whereas, Applicant Dale Lyon requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. 44 that runs through the below properties:
Landowner Lyon Family Farm parcel # 21-0036200
Landowner Steve Beische, et parcel # 03-0002200 and 03-0002700
Landowner Dale Lyon parcel # 03-0002300
Landowner _____ parcel # _____
Section 34 Township 128 Round Prairie Range 33
127 Birchdale

Proposed Project Description:

☒ Ditch Maintenance – length of ditch 4,300 ft

☐ Private crossing installation/replacement

Include map of project location and project plans

Maintain ditch to original depth-width

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

Benjamin Wielandberg
25552 County Co Grand Eagle, MN
320-491-8635

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.

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.

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:

4-20-26

Applicant Signature

Dale F. Lyon

Phone #

320-333-8715

Landowner Signature:

Boyer C. Lyon Board Member

Phone #

320-808-6075

Landowner Signature:

Steve Beische

Phone #

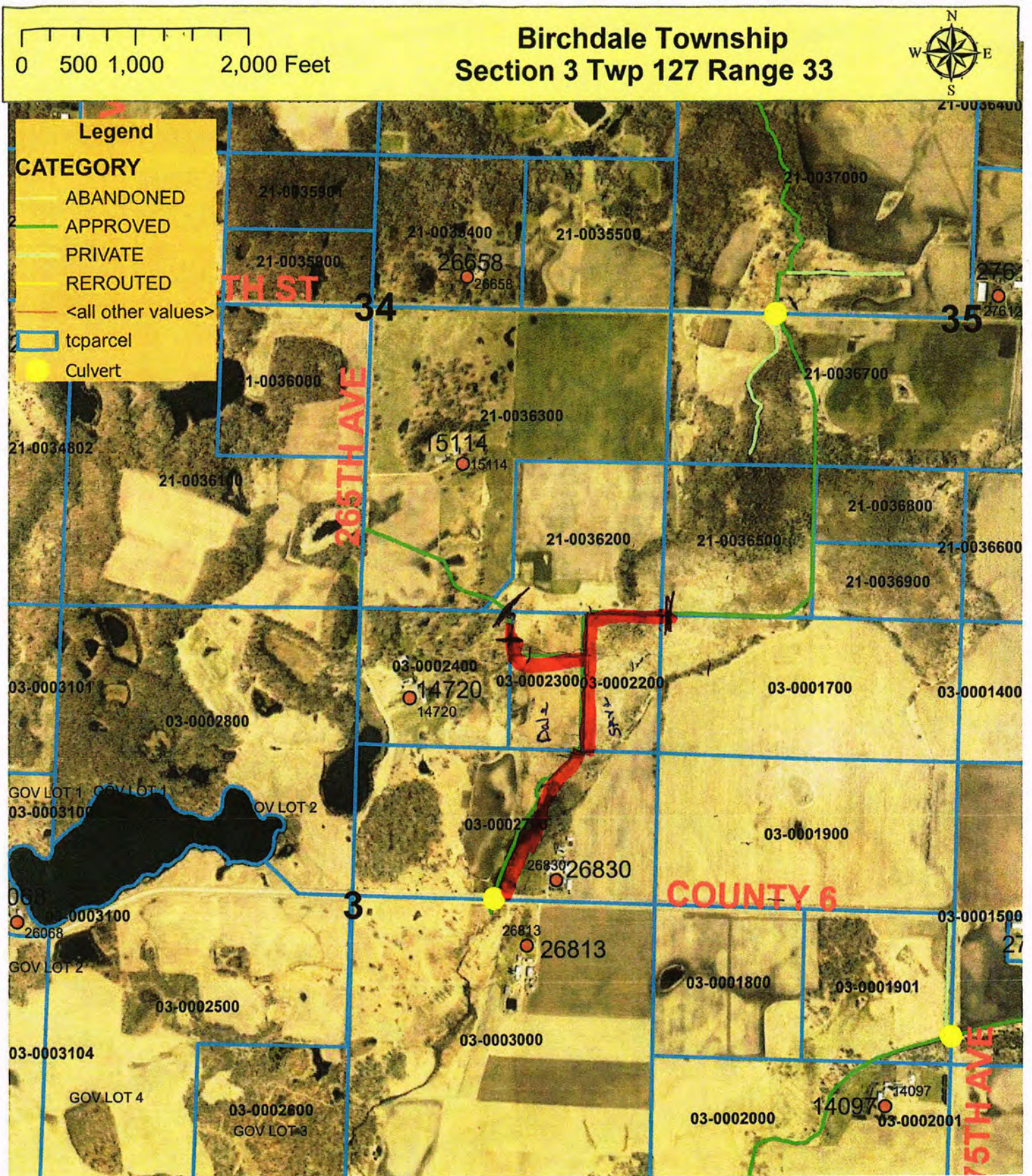
320-491-6370

Landowner Signature:

Phone #

Landowner Signature:

Phone #



County Ditch 44
Dale & Ruth Lyon
44659 Birch Hill Road
Melrose, MN 56352
03-0002300

Todd County Ditch & Ag Inspector
44 Riverside Drive
Long Prairie, MN 56347
Office (320)533-4651
nancy.uhlenkamp@co.todd.mn.us
January 5, 2025

The Todd County GIS Department and Todd CDI has made every effort to provide the most accurate, up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion	☐ Report	20260519-24
☒ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		County Ditch 19 - Brush Spraying Project
Date of Meeting: May 19, 2026		Agenda Time Requested: 5 min ☐ Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
Background: Supporting Documentation enclosed ☐		
County Ditch 19 was last sprayed for brush June 2017. The cost of that project was \$8,050.00. It is time to spray for brush again. I will get an estimate from the contractor and bring to a future Board Meeting for a Board decision.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	☐ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

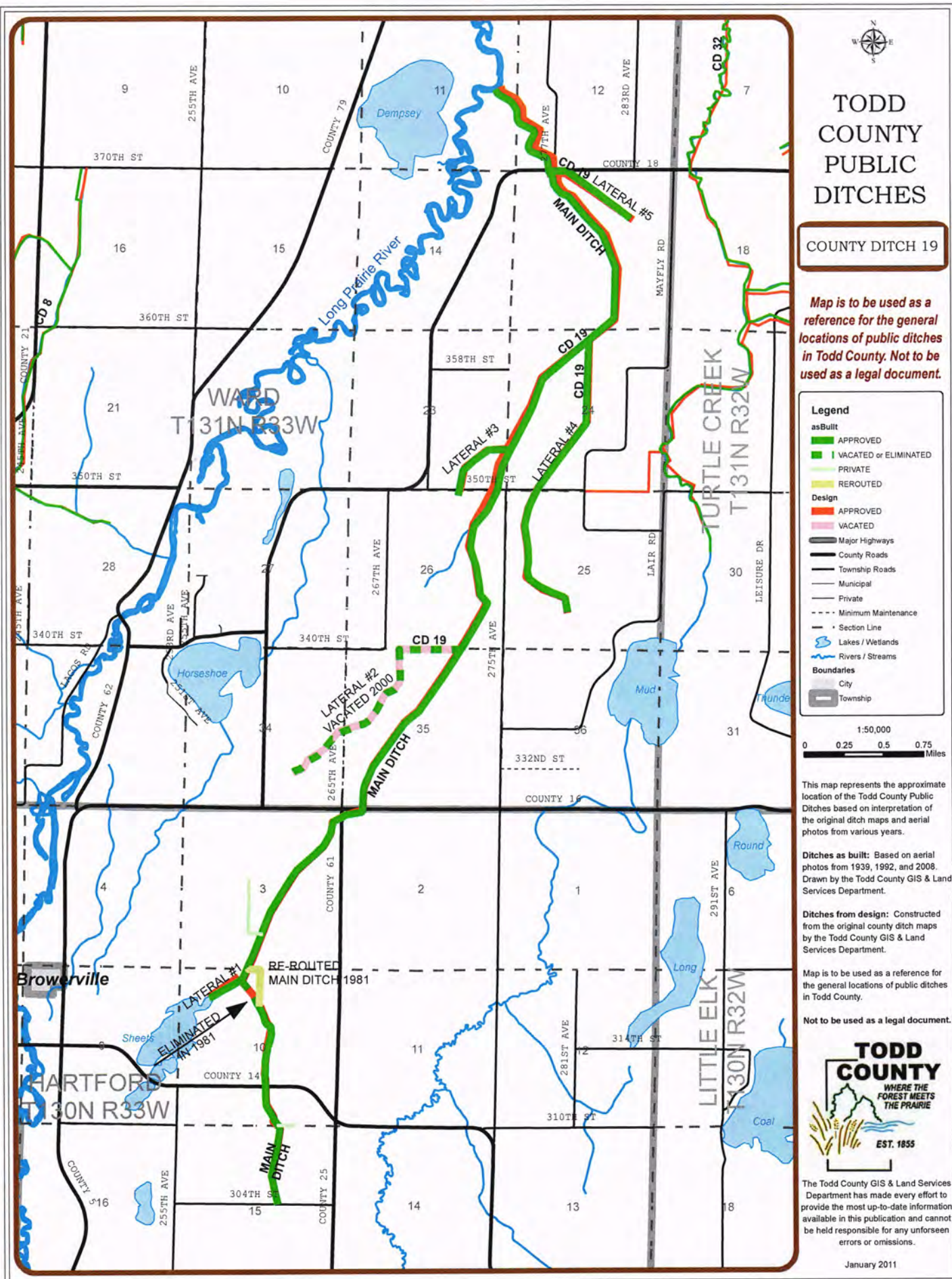
Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☐ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☒ Discussion	☐ Resolution	20260519-25
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		County Ditch 18 - Brush Spraying Project
Date of Meeting: May 19, 2026	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
Background: Supporting Documentation enclosed ☐		
County Ditch 18 was last sprayed for brush July 2020. The cost of that project was \$6,757.32. It is time to spray for brush again. I will get an estimate from the contractor and bring to a future Board Meeting for a Board decision.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	☐ Yes ☐ No	
Funding Source(s):		
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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 PUBLIC DITCHES

COUNTY DITCH 18

Map is to be used as a reference for the general locations of public ditches in Todd County. Not to be used as a legal document.

Legend

as Built

- APPROVED
- VACATED or ELIMINATED
- REROUTED
- PRIVATE

Design

- APPROVED
- VACATED
- Major Highways
- County Roads
- Township Roads
- Municipal
- Private

Minimum Maintenance

Section Line

Lakes / Wetlands

Rivers / Streams

Boundaries

City

Township

1:50,000

0 0.25 0.5 Miles

This map represents the approximate location of the Todd County Public Ditches based on interpretation of the original ditch maps and aerial photos from various years.

Ditches as built: Based on aerial photos from 1939, 1992, and 2008. Drawn by the Todd County GIS & Land Services Department.

Ditches from design: Based on original county ditch documentation. Drawn by the Todd County GIS & Land Services Department.

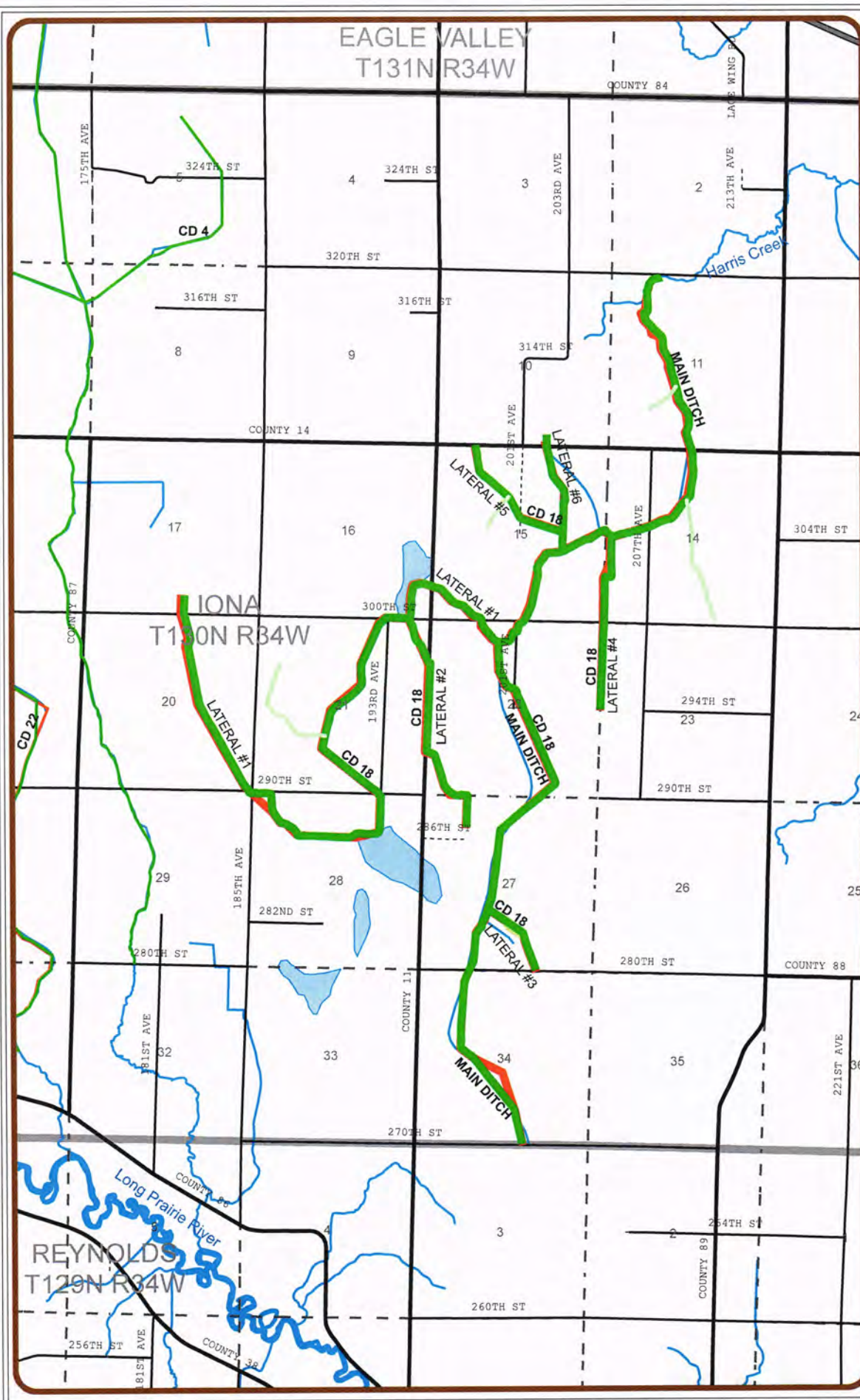
Map is to be used as a reference for the general locations of public ditches in Todd County.

Not to be used as a legal document.



The Todd County GIS & Land Services Department has made every effort to provide the most up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions.

November 2011





WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☐ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☒ Resolution	20260519-26
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Final Payment for CAP Grant Funded Transfer Station
Date of Meeting: May 19, 2026	Agenda Time Requested: 10 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Chris McConn and Mike Eberle		
Background: Supporting Documentation enclosed ☒		
Todd County awarded the CAP Grant Project for a new Transfer Station to Hy-Tec construction on March 19, 2024. Hy-Tec has completed the work and submitted the attached Final Pay Request. The Original contract price was \$7,839,767.90. The contract increased by change order \$236,957.77 for a total contract price of \$8,076,725.67. Stantec has signed the pay request, recommending final payment. Consent of surety, lien waivers and IC-134 reports have been received for general contract and subcontractors.		
Options:		
1. Authorize final payment for \$201,198.14 to Hy-Tec construction.		
2. Do not authorize final payment.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: By Resolution authorize final payment for \$201,198.14 to Hy-Tec Construction of Brainerd, Inc. per the attached resolution		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$201,198.14	☒ Yes ☐ No	Will apply for \$87,727.27 in remaining grant funds upon final payment to Hy-Tec.
Funding Source(s): Enterprise fund		
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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 •

Final Payment Authorization

TRANSFER STATION - CAP PROJECT

WHEREAS, the contract with Hy-Tec Construction of Brainerd, Inc. for construction of the Todd County Transfer Station located at 30433 U.S. Highway 71, Browerville, Minnesota, has in all things been completed, and;

WHEREAS, construction work on this contract was completed in 2025 with the value of the total work certified being \$8,076,725.67, and;

WHEREAS, partial payments amounting to \$7,874,807.53 have been previously made to the contractor as work progressed, and;

WHEREAS, it has been determined that \$201,198.14 still remains to be paid to Hy-Tec Construction of Brainerd, Inc.

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



Transmittal

Stantec Consulting Services Inc.

733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309
Phone: (612) 712-2000

To:	Chris McConn	From:	Bruce Paulson
Company:	Todd County, Minnesota	☐	For Your Information
Address:	215 1st Avenue South, Suite 300	☒	For Your Approval
	Long Prairie, MN 56347	☒	For Your Review
Phone:	(218) 998-8904	☐	As Requested
Date:	March 24, 2026		
File:	227705003		
Delivery:	Email		

Reference: Todd County Solid Waste Transfer Station Expansion Application and Certificate for Payment

Attachment:

Copies	Doc Date	Pages	Description
1	2/24/2026	81	Application and Certificate for Payment No. 19-Final
1	Varies	-	Payroll reports
1	Varies	-	IC-134 forms
2	-	-	O&M Manuals plus one electronic copy delivered under separate cover from Hy-Tec to Mike Eberle

Hi Chris,
Please have the attached copies signed and then it can be scanned and emailed to Jeff Hanson at jeffh@hyteconstruction.com and to me. Thank you.

Respectfully yours,

Stantec Consulting Services Inc.

Bruce P. Paulson

Senior Project Manager/Architect
Phone: (612) 712-2108
Cell: (651) 492-9089
Bruce.Paulson@stantec.com

c. File



Project:	Todd County Solid Waste Transfer Station Expansion	Date:	March 24, 2026
For Period:	9/1/2025 to 3/24/2026	Request No:	19-Final
Contractor:	Hy-Tec Construction of Brainerd, Inc., P.O. Box 621, 11360 Business 371, Brainerd, MN 56401		

CONTRACTOR'S REQUEST FOR PAYMENT

TODD COUNTY SOILD WASTE TRANSFER STATION EXPANSION
TODD COUNTY, MINNESOTA
30433 US 71
BROWERVILLE, MINNESOTA 56438
STANTEC FILE NO. 227705003

SUMMARY

1	Original Contract Amount		\$	7,839,767.90
2	Change Order - Addition	\$	236,957.77	
3	Change Order - Deduction	\$	0.00	
4	Revised Contract Amount		\$	8,076,725.67
5	Value Completed to Date		\$	8,076,725.67
6	Material on Hand		\$	0.00
7	Amount Earned		\$	8,076,725.67
8	Less Retainage 2.5%		\$	0.00
9	Subtotal		\$	8,076,725.67
10	Less Amount Paid Previously		\$	7,874,807.53
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 19-Final		\$	201,918.14
13	Todd County, Minnesota (25%)		\$	50,479.53
14	MPCA (75%)		\$	151,438.61

Recommended for Approval by:
STANTEC CONSULTING SERVICES INC.

See attached for signature _____

Approved by Contractor:
HY-TEC CONSTRUCTION OF BRAINERD, INC.

See attached for signature _____

Approved by Owner:
TODD COUNTY, MINNESOTA

Specified Contract Completion Date:
October 11, 2025 _____

Date: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ???

PAGES

TO OWNER Todd County

215 1st Ave. South, Suite 300
Long Prairie, MN 56347

PROJECT: Todd Cty Solid Waste Transfe APPLICATION NO: NINETEEN

Todd County

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO: February 28, 2026

FROM CONTRACTOR:

Hy-Tec Construction of Brainerd, Inc
PO Box 621, 11360 Business 371
Brainerd, MN 56401

VIA ARCHITECT: Stantec Consulting Services, Inc.

733 Marquette Ave, Suite 100
Minneapolis, MN 55402

PROJECT NO:

CONTRACT FOR: General Construction Work

CONTRACT DATE: March 19, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

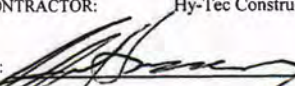
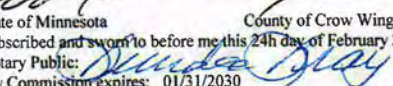
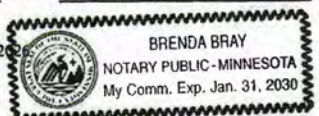
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	7,839,767.90
2. Net change by Change Orders	\$	236,957.77
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,076,725.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	8,076,725.67
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	8,076,725.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	7,874,807.53
8. CURRENT PAYMENT DUE	\$	201,918.14
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$236,957.77	
Total approved this Month	\$0.00	
TOTALS	\$236,957.77	\$0.00
NET CHANGES by Change Order	\$236,957.77	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

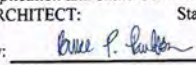
By:  Date: February 24, 2026State of Minnesota County of Crow Wing
Subscribed and sworn to before me this 24th day of February 2026
Notary Public: 
My Commission expires: 01/31/2030

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 201,918.14

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Stantec Consulting Services, Inc.

By:  Date: March 24, 2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 8 PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: NINETEEN

APPLICATION DATE: 02/24/2026

PERIOD TO: 02/28/2026

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
3-1	3032.501	1	LS	Mobilization	\$71,793.75	\$71,793.75	\$71,793.75	\$0.00	\$0.00	\$71,793.75	100.00%	\$0.00	
3-2	2553.601	1	LS	Traffic Control	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	
3-3	01.57.13	1	LS	Erosion Control	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	
3-4	31.20.00	7,500	SY	Topsoil Stripping	\$1.05	\$7,875.00	\$7,875.00	\$0.00	\$0.00	\$7,875.00	100.00%	\$0.00	
3-5	2215.504	1,700	SY	Full Depth Reclamation	\$3.68	\$6,256.00	\$6,256.00	\$0.00	\$0.00	\$6,256.00	100.00%	\$0.00	
3-6	2104.501	300	LF	Sawcut Bituminous Pavement	\$7.35	\$2,205.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00	100.00%	\$0.00	
3-7	2104.503	100	LF	Sawcut Concrete	\$7.35	\$735.00	\$735.00	\$0.00	\$0.00	\$735.00	100.00%	\$0.00	
3-8	2104.504	400	SY	Remove Concrete Pavement	\$10.50	\$4,200.00	\$4,200.00	\$0.00	\$0.00	\$4,200.00	100.00%	\$0.00	
3-9	2104.607	5,800	SY	Salvage Gravel	\$1.05	\$5,775.00	\$5,775.00	\$0.00	\$0.00	\$5,775.00	100.00%	\$0.00	
3-10	2101.501	1	LS	Clearing and Gubbing	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	
3-11	2104.502	6	EA	Remove Sign	\$52.50	\$315.00	\$315.00	\$0.00	\$0.00	\$315.00	100.00%	\$0.00	
3-12	3204.503	1,575	LF	Remove Fence	\$2.73	\$4,299.75	\$4,299.75	\$0.00	\$0.00	\$4,299.75	100.00%	\$0.00	
3-13	2104.502	4	EA	Remove Concrete Apron	\$262.50	\$1,050.00	\$1,050.00	\$0.00	\$0.00	\$1,050.00	100.00%	\$0.00	
3-14	2104.503	100	LF	Remove Sewer Pipe (Storm)	\$10.50	\$1,050.00	\$1,050.00	\$0.00	\$0.00	\$1,050.00	100.00%	\$0.00	
3-15	2104.502	1	LS	Remove Septic Tank	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	
3-16	2106.507	4,650	CY	Excavation - Common	\$7.35	\$34,177.50	\$34,177.50	\$0.00	\$0.00	\$34,177.50	100.00%	\$0.00	
3-17	31.23.00	1,000	CY	Landfill Borrow (CV)	\$10.50	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	100.00%	\$0.00	
3-18	2105.607	3,300	CY	Common Borrow Special (CV)	\$21.00	\$69,300.00	\$69,300.00	\$0.00	\$0.00	\$69,300.00	100.00%	\$0.00	
3-19	2106.507	7,000	CY	Common Embankment (CV)	\$4.20	\$29,400.00	\$29,400.00	\$0.00	\$0.00	\$29,400.00	100.00%	\$0.00	
3-20	33.32.19	1	EA	Individual Subsurface Sewage Treatment System	\$47,250.00	\$47,250.00	\$47,250.00	\$0.00	\$0.00	\$47,250.00	100.00%	\$0.00	
3-21	33.34.13	1	SY	Holding Tank	\$102,900.00	\$102,900.00	\$102,900.00	\$0.00	\$0.00	\$102,900.00	100.00%	\$0.00	
3-22	2506.602	4	LF	Connect to Existing Drainage Structure	\$787.50	\$3,150.00	\$3,150.00	\$0.00	\$0.00	\$3,150.00	100.00%	\$0.00	
3-23	2503.604	770	EA	Insulation	\$37.80	\$29,106.00	\$29,106.00	\$0.00	\$0.00	\$29,106.00	100.00%	\$0.00	
3-24	33.31.00	120	LF	2" PVC Pipe Sewer	\$26.25	\$3,150.00	\$3,150.00	\$0.00	\$0.00	\$3,150.00	100.00%	\$0.00	
3-25	2503.603	985	EA	6" PVC Pipe Sewer	\$36.75	\$36,198.75	\$36,198.75	\$0.00	\$0.00	\$36,198.75	100.00%	\$0.00	
3-26	33.31.00	365	EA	6" HDPE Pipe Sewer	\$78.75	\$28,743.75	\$28,743.75	\$0.00	\$0.00	\$28,743.75	100.00%	\$0.00	
3-27	2502.602	18	EA	6" PVC Pipe Drain Cleanout	\$787.50	\$14,175.00	\$14,175.00	\$0.00	\$0.00	\$14,175.00	100.00%	\$0.00	
3-28	33.08.30	1,350	LF	Telesive Sanitary Sewer	\$2.63	\$3,550.50	\$3,550.50	\$0.00	\$0.00	\$3,550.50	100.00%	\$0.00	
3-29	2504.602	1	EA	Connect to Existing Watermain	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	
3-30	2504.603	1,125	EA	6" PVC Watermain	\$57.75	\$64,968.75	\$64,968.75	\$0.00	\$0.00	\$64,968.75	100.00%	\$0.00	
3-31	2504.602	7	EA	6" Gate Valve and Box	\$3,150.00	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	
3-32	2504.602	3	EA	Hydrant	\$7,875.00	\$23,625.00	\$23,625.00	\$0.00	\$0.00	\$23,625.00	100.00%	\$0.00	
3-33	2504.603	60	LF	1" Type PE Pipe	\$36.75	\$2,205.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00	100.00%	\$0.00	
3-34	2504.602	3	EA	1" Curb Stop and Box	\$1,555.00	\$3,465.00	\$3,465.00	\$0.00	\$0.00	\$3,465.00	100.00%	\$0.00	
3-35	2504.602	3	EA	1" Saddle	\$1,050.00	\$3,150.00	\$3,150.00	\$0.00	\$0.00	\$3,150.00	100.00%	\$0.00	
3-36	33.05.97	1	LS	Tracer Wire	\$5,775.00	\$5,775.00	\$5,775.00	\$0.00	\$0.00	\$5,775.00	100.00%	\$0.00	
3-37	31.23.00	1,800	CY	Clay Liner - 12"	\$31.50	\$56,700.00	\$56,700.00	\$0.00	\$0.00	\$56,700.00	100.00%	\$0.00	
3-38	2402.0602	4	EA	Install Structure (Storm) - 48"	\$5,565.00	\$22,260.00	\$22,260.00	\$0.00	\$0.00	\$22,260.00	100.00%	\$0.00	
3-39	2402.0602	1	EA	Install Structure (Storm) - OCS	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	
3-40	2503.503	150	F	12" RC Pipe Sewer Class III	\$78.75	\$11,812.50	\$11,812.50	\$0.00	\$0.00	\$11,812.50	100.00%	\$0.00	
3-41	2503.503	325	LF	18" RC Pipe Sewer Class III	\$94.50	\$30,712.50	\$30,712.50	\$0.00	\$0.00	\$30,712.50	100.00%	\$0.00	
3-42	2503.603	175	LF	12" HDPE Pipe Sewer	\$57.75	\$10,106.25	\$10,106.25	\$0.00	\$0.00	\$10,106.25	100.00%	\$0.00	
3-43	2503.603	50	LF	36" HDPE Pipe Sewer	\$278.75	\$13,912.50	\$13,912.50	\$0.00	\$0.00	\$13,912.50	100.00%	\$0.00	
3-44	2503.503	110	LF	21" RC Pipe Sewer Class III	\$120.75	\$13,282.50	\$13,282.50	\$0.00	\$0.00	\$13,282.50	100.00%	\$0.00	

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 8 PAGES

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In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: NINETEEN

APPLICATION DATE: 02/24/2026

PERIOD TO: 02/28/2026

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

ITEM NO.	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
3-45	2503 503	70	LF	36" RC Pipe Sewer Class III	\$147.00	\$10,290.00	\$10,290.00	\$0.00	\$0.00	\$10,290.00	100.00%	\$0.00	
3-46	2503 503	100	LF	21" PVC Pipe Sewer	\$178.50	\$17,850.00	\$17,850.00	\$0.00	\$0.00	\$17,850.00	100.00%	\$0.00	
3-47	2501 205	1	EA	12" RC Pipe Apron	\$1,890.00	\$1,890.00	\$1,890.00	\$0.00	\$0.00	\$1,890.00	100.00%	\$0.00	
3-48	2501 502	2	EA	18" RC Pipe Apron	\$2,310.00	\$4,620.00	\$4,620.00	\$0.00	\$0.00	\$4,620.00	100.00%	\$0.00	
3-49	2501 502	1	EA	21" RC Pipe Apron	\$2,625.00	\$2,625.00	\$2,625.00	\$0.00	\$0.00	\$2,625.00	100.00%	\$0.00	
3-50	2511 507	80	CYU	Random Raprap Class III	\$105.00	\$8,400.00	\$8,400.00	\$0.00	\$0.00	\$8,400.00	100.00%	\$0.00	
3-51	2541 507	80	LF	Course Filter Aggregate (CV)	\$21.00	\$1,680.00	\$1,680.00	\$0.00	\$0.00	\$1,680.00	100.00%	\$0.00	
3-52	33 34 00	75	LS	Neehan R-4990-CX Trench	\$787.50	\$59,062.50	\$59,062.50	\$0.00	\$0.00	\$59,062.50	100.00%	\$0.00	
3-53	32 13 14	1	SY	80" Truck Scale	\$187,950.00	\$187,950.00	\$187,950.00	\$0.00	\$0.00	\$187,950.00	100.00%	\$0.00	
3-54	32 13 14	1	SY	50' Residential Scale	\$147,000.00	\$147,000.00	\$147,000.00	\$0.00	\$0.00	\$147,000.00	100.00%	\$0.00	
3-55		355	CYU	Concrete T&L Panels	\$140.70	\$49,948.50	\$49,948.50	\$0.00	\$0.00	\$49,948.50	100.00%	\$0.00	
3-56	01 50 00	1	CYU	Dry Utility Coordination	\$525.00	\$525.00	\$525.00	\$0.00	\$0.00	\$525.00	100.00%	\$0.00	
3-57	2112 519	14,000	SY	Subgrade Paration	\$1.05	\$14,700.00	\$14,700.00	\$0.00	\$0.00	\$14,700.00	100.00%	\$0.00	
3-58	2105 504	14,000	CYU	Geotextile Fabric	\$2.10	\$29,400.00	\$29,400.00	\$0.00	\$0.00	\$29,400.00	100.00%	\$0.00	
3-59	32 11 23	4,800	CYU	Import and Install Crushed Concrete	\$12.60	\$60,480.00	\$60,480.00	\$0.00	\$0.00	\$60,480.00	100.00%	\$0.00	
3-60	2211 507	4,800	Ton	Aggregate Base (CV) Class 5	\$31.50	\$151,200.00	\$151,200.00	\$0.00	\$0.00	\$151,200.00	100.00%	\$0.00	
3-61	2301 504	3,550	Ton	7" Concrete Pavement	\$91.51	\$324,860.50	\$324,860.50	\$0.00	\$0.00	\$324,860.50	100.00%	\$0.00	
3-62	2118 507	200	LF	Aggregate Surfacing (CV) Class V	\$31.50	\$6,300.00	\$6,300.00	\$0.00	\$0.00	\$6,300.00	100.00%	\$0.00	
3-63	2221 507	140	SF	Shoulder Base Aggregate (CV) Class V	\$50.40	\$7,056.00	\$7,056.00	\$0.00	\$0.00	\$7,056.00	100.00%	\$0.00	
3-64	2360 509	1,125	SF	Type SP 12.5 Non Wearing Concrete	\$87.68	\$98,640.00	\$98,640.00	\$0.00	\$0.00	\$98,640.00	100.00%	\$0.00	
3-65	2360 509	1,125	SF	Type SP 12.5 Wearing Course Mixture	\$87.68	\$98,640.00	\$98,640.00	\$0.00	\$0.00	\$98,640.00	100.00%	\$0.00	
3-66	2531 503	460	LF	Concrete Curb & Gutter Design B618	\$36.75	\$16,905.00	\$16,905.00	\$0.00	\$0.00	\$16,905.00	100.00%	\$0.00	
3-67	2521 518	1,925	LF	4" Concrete Walk	\$9.37	\$18,037.25	\$18,037.25	\$0.00	\$0.00	\$18,037.25	100.00%	\$0.00	
3-68	2531 618	72	SF	Truncated Domes	\$75.60	\$5,443.20	\$5,443.20	\$0.00	\$0.00	\$5,443.20	100.00%	\$0.00	
3-69	2582 901	150	LF	Permanent Pavement Markings	\$12.60	\$1,890.00	\$1,890.00	\$0.00	\$0.00	\$1,890.00	100.00%	\$0.00	
3-70	2582 901	216	LS	Permanent Pavement Markings	\$8.40	\$1,814.40	\$1,814.40	\$0.00	\$0.00	\$1,814.40	100.00%	\$0.00	
3-71	34 31 05	420	SY	Sign-Post	\$36.75	\$15,435.00	\$15,435.00	\$0.00	\$0.00	\$15,435.00	100.00%	\$0.00	
3-72	2564 618	288	CY	Sign	\$47.25	\$13,608.00	\$13,608.00	\$0.00	\$0.00	\$13,608.00	100.00%	\$0.00	
3-73	2577 602	4,500	SY	Install Chain Link Fence	\$29.20	\$131,400.00	\$131,400.00	\$0.00	\$0.00	\$131,400.00	100.00%	\$0.00	
3-74	32 31 13	1	CY	Sliding Automatic Gate	\$21,908.25	\$21,908.25	\$21,908.25	\$0.00	\$0.00	\$21,908.25	100.00%	\$0.00	
3-75	31 20 00	7,500	LS	Topsoil Spreading	\$1.05	\$7,875.00	\$7,875.00	\$0.00	\$0.00	\$7,875.00	100.00%	\$0.00	
3-76	2574 507	500	All	Common Topsoil Borrow	\$26.25	\$13,125.00	\$13,125.00	\$0.00	\$0.00	\$13,125.00	100.00%	\$0.00	
3-77	2575 501	1		Turf Establishment	\$31,500.00	\$31,500.00	\$31,500.00	\$0.00	\$0.00	\$31,500.00	100.00%	\$0.00	
3-78	01 40 00	1		Materials Testing	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	
3-79	2021 501	1	LS	Mobilization	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	
3-80	2101 501	1	LS	Clearing & Grubbing	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	
3-81	2504 601	1	LS	Watermain Tracing System	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	
3-82	2504 602	1	EA	Connect to Existing Water Main	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	
3-83	2504 602	1	EA	Hydrant - 9" Bury	\$7,875.00	\$7,875.00	\$7,875.00	\$0.00	\$0.00	\$7,875.00	100.00%	\$0.00	
3-84	2504 602	2	EA	6" Gate Valve and Box	\$3,360.00	\$6,720.00	\$6,720.00	\$0.00	\$0.00	\$6,720.00	100.00%	\$0.00	
3-85	2504 602	1	EA	10" Gate Valve and Box	\$5,985.00	\$5,985.00	\$5,985.00	\$0.00	\$0.00	\$5,985.00	100.00%	\$0.00	
3-86	2504 603	20	LF	6" PVC Watermain	\$105.00	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	100.00%	\$0.00	
3-87	2504 603	335	LF	10" PVC Watermain	\$157.50	\$52,762.50	\$52,762.50	\$0.00	\$0.00	\$52,762.50	100.00%	\$0.00	
3-88	2504 608	438	LB	Watermain Fittings	\$17.85	\$7,818.30	\$7,818.30	\$0.00	\$0.00	\$7,818.30	100.00%	\$0.00	
3-89	2573 502	2	EA	Culvert End Controls	\$262.50	\$525.00	\$525.00	\$0.00	\$0.00	\$525.00	100.00%	\$0.00	

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 8 PAGES

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ARCHITECT'S PROJECT NO: Todd County Waste Transfer

ITEM NO.	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	COMPLETED AND STORED TO DATE (D+E+F)			% (G ÷ C)			
3-90	2573 503	100	LF	Sediment Control Lot Type Straw	\$8.40	\$840.00	\$840.00	\$0.00	\$0.00	\$0.00	\$840.00	100.00%	\$0.00	
3-91	2575 501	1	LS	Turf Establishment	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	
2-8	2104 607	750	SY	Salvage Gravel	\$1.05	\$787.50	\$787.50	\$0.00	\$0.00	\$0.00	\$787.50	100.00%	\$0.00	
2-9	312000	1,500	SY	Topsoil Stripping	\$0.79	\$1,185.00	\$1,185.00	\$0.00	\$0.00	\$0.00	\$1,185.00	100.00%	\$0.00	
2-10	2106 507	7,000	CY	Excavation Common	\$5.25	\$36,750.00	\$36,750.00	\$0.00	\$0.00	\$0.00	\$36,750.00	100.00%	\$0.00	
2-11	2112 519	1,050	SY	Subgrade Preparation	\$1.05	\$1,102.50	\$1,102.50	\$0.00	\$0.00	\$0.00	\$1,102.50	100.00%	\$0.00	
2-12	2105 504	1,050	SY	Geotextile Fabric	\$2.10	\$2,205.00	\$2,205.00	\$0.00	\$0.00	\$0.00	\$2,205.00	100.00%	\$0.00	
2-13	2211 507	700	CY	Aggregate Base (CV) Class 5	\$31.50	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	
2-14	2118 507	700	CY	Aggregate Surfacing (CV) Class V	\$31.50	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	
2-15	312000	450	SY	Topsoil Spreading	\$1.05	\$472.50	\$472.50	\$0.00	\$0.00	\$0.00	\$472.50	100.00%	\$0.00	
2-16	2575 501	1	LS	Turf Establishment	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	
2-17	015713	1	LS	Erosion Control	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	
	Division 1			General Requirements		\$356,641.00	\$356,641.00	\$0.00	\$0.00	\$0.00	\$356,641.00	100.00%	\$0.00	
	Division 1			Project Closeout		\$3,389.01	\$3,389.01	\$0.00	\$0.00	\$0.00	\$3,389.01	100.00%	\$0.00	
	Division 1			Shelters & Barriers		\$7,291.53	\$7,291.53	\$0.00	\$0.00	\$0.00	\$7,291.53	100.00%	\$0.00	
	Division 1			Bonds & Insurance		\$67,399.23	\$67,399.23	\$0.00	\$0.00	\$0.00	\$67,399.23	100.00%	\$0.00	
	Division 1			Mobilization		\$29,323.19	\$29,323.19	\$0.00	\$0.00	\$0.00	\$29,323.19	100.00%	\$0.00	
	Division 3			Concrete		\$1,330,380.00	\$1,330,380.00	\$0.00	\$0.00	\$0.00	\$1,330,380.00	100.00%	\$0.00	
	Division 4			Masonry		\$115,356.80	\$115,356.80	\$0.00	\$0.00	\$0.00	\$115,356.80	100.00%	\$0.00	
	Division 5			Metals		\$120,429.85	\$120,429.85	\$0.00	\$0.00	\$0.00	\$120,429.85	100.00%	\$0.00	
	Sections 061000 & 061730			Rough Carpentry		\$85,792.61	\$85,792.61	\$0.00	\$0.00	\$0.00	\$85,792.61	100.00%	\$0.00	
	Sections 062000 & 066116			Cabinets		\$16,271.29	\$16,271.29	\$0.00	\$0.00	\$0.00	\$16,271.29	100.00%	\$0.00	
	Section 072100			Foundation Insulation		\$28,082.50	\$28,082.50	\$0.00	\$0.00	\$0.00	\$28,082.50	100.00%	\$0.00	
	Section 072100			Building Insulation		\$11,758.63	\$11,758.63	\$0.00	\$0.00	\$0.00	\$11,758.63	100.00%	\$0.00	
	Section 074643			Siding		\$24,932.67	\$24,932.67	\$0.00	\$0.00	\$0.00	\$24,932.67	100.00%	\$0.00	
	Sections 076200, 077256 & 077256			Roofing/Flashing/etc		\$166,919.81	\$166,919.81	\$0.00	\$0.00	\$0.00	\$166,919.81	100.00%	\$0.00	
	Sections 078400 & 079200			Caulking		\$36,980.21	\$36,980.21	\$0.00	\$0.00	\$0.00	\$36,980.21	100.00%	\$0.00	
	Sections 081100, 083100 & 087100			Doors/Frames/Hardware		\$101,952.33	\$101,952.33	\$0.00	\$0.00	\$0.00	\$101,952.33	100.00%	\$0.00	
	Section 083613			Overhead Doors		\$169,894.57	\$169,894.57	\$0.00	\$0.00	\$0.00	\$169,894.57	100.00%	\$0.00	
	Section 081116, 085113 & 088100			Glass/Glazing		\$81,452.92	\$81,452.92	\$0.00	\$0.00	\$0.00	\$81,452.92	100.00%	\$0.00	
	Section 092900			Gypsum Drywall		\$70,101.61	\$70,101.61	\$0.00	\$0.00	\$0.00	\$70,101.61	100.00%	\$0.00	
	Section 099100			Painting		\$104,978.36	\$104,978.36	\$0.00	\$0.00	\$0.00	\$104,978.36	100.00%	\$0.00	
	Section 095100			Acoustical Ceilings		\$10,397.33	\$10,397.33	\$0.00	\$0.00	\$0.00	\$10,397.33	100.00%	\$0.00	
	Sections 093113 & 096519			Flooring		\$57,942.09	\$57,942.09	\$0.00	\$0.00	\$0.00	\$57,942.09	100.00%	\$0.00	
	Sections 104400 & 105112			Misc. Specialties		\$14,132.50	\$14,132.50	\$0.00	\$0.00	\$0.00	\$14,132.50	100.00%	\$0.00	
	Section 101400			Signage		\$15,413.78	\$15,413.78	\$0.00	\$0.00	\$0.00	\$15,413.78	100.00%	\$0.00	
	Section 102813			Bath Accessories		\$9,410.50	\$9,410.50	\$0.00	\$0.00	\$0.00	\$9,410.50	100.00%	\$0.00	
	Section 133419			Metal Building		\$801,226.90	\$801,226.90	\$0.00	\$0.00	\$0.00	\$801,226.90	100.00%	\$0.00	
	Division 22			Plumbing		\$263,845.72	\$263,845.72	\$0.00	\$0.00	\$0.00	\$263,845.72	100.00%	\$0.00	
	Division 23			HVAC		\$201,515.32	\$201,515.32	\$0.00	\$0.00	\$0.00	\$201,515.32	100.00%	\$0.00	
	Division 21			Fire Protection		\$107,170.72	\$107,170.72	\$0.00	\$0.00	\$0.00	\$107,170.72	100.00%	\$0.00	
	Divisions 26, 27 & 28			Electrical		\$769,617.02	\$769,617.02	\$0.00	\$0.00	\$0.00	\$769,617.02	100.00%	\$0.00	

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							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
				CO#1 - Revisions by DLI Plumbing Review		\$48,575.69	\$48,575.69	\$0.00	\$0.00	\$48,575.69	100.00%	\$0.00	
				CO#1 - Revisions required by Metal Bldg Shop Drawings		\$37,115.91	\$37,115.91	\$0.00	\$0.00	\$37,115.91	100.00%	\$0.00	
				CO#1 - MN Power Charges		\$34,491.14	\$34,491.14	\$0.00	\$0.00	\$34,491.14	100.00%	\$0.00	
				CO#2 - PR#3		\$131,191.78	\$131,191.78	\$0.00	\$0.00	\$131,191.78	100.00%	\$0.00	
				CO#3 - PR#6 Add electrical associated with load out		\$7,278.16	\$7,278.16	\$0.00	\$0.00	\$7,278.16	100.00%	\$0.00	
				CO#3 - PR#7 Add'l Revisions based on DLI plumbing		\$43,900.98	\$43,900.98	\$0.00	\$0.00	\$43,900.98	100.00%	\$0.00	
				CO#4 - Deuct cost from CO#2		-\$65,595.89	(\$65,595.89)	\$0.00	\$0.00	(\$65,595.89)	100.00%	\$0.00	
				PAGE TOTALS		\$8,076,725.67	\$8,076,725.67	\$0.00	\$0.00	\$8,076,725.67	100.00%	\$0.00	

CHANGE ORDER SUMMARY

TRANSEER STATION PROJECT AT FINAL PAYMENT

CO NUMBER DESCRIPTION		DATE PRESENTED TO BOARD	AMOUNT OF CHANGE ORDER
1	Minnesota Power for OHP Relocation (\$34,491.14)	April 1, 2025	\$ 120,182.74
	Plumbing Plan Review Related (\$48,575.69)		
	Pre-Engineered Reaction Review (\$37,115.91)		
2	Install Interior Steel Panels and Adjust wiring	April 1, 2025	\$ 65,595.89
3	Electrical to Loading Ramp (\$7,218.16)	July 1, 2025	\$ 51,179.14
	Plumbing for Manhole in loadout floor (\$43,900.98)		
	Exterior Concrete Flatwork (\$6,400)		
			\$ 236,957.77



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion	☐ Report	20260519-27
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Award Landfill Seeding
--	-------------------------------

Date of Meeting: May 19, 2026	Agenda Time Requested: 5 minutes	☐ Consent Agenda
-------------------------------	----------------------------------	---

Organization / Department Requesting Action: Solid Waste
--

Person Presenting Topic at Meeting: Chris McConn and Mike Eberle
--

Background: <i>Supporting Documentation enclosed</i> ☒

The vegetative stand on the new landfill final cover did not establish well and the MPCA wants a different seed mix. Department has requested quotes from for businesses (Doucettes, Pratts, 4 Seasons and Schneider) to mow, fertilize, seed, spray and maintain the grass. We received two quotes DOucettes (\$9,962.50) and 4 Seasons (\$27,730). This work needs to be done soon as later in the summer it will be hotter and drier and hard to get a good establishment.

Options:

1. Authorize award of project to Doucette's for \$9,962.50.
2. Do not authorize award of project to Doucette's

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Authorize award of project to Doucette's for \$9,962.50

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$9,962.50 Funding Source(s): SW Fund	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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

DOUCETTE'S LANDSCAPING &
CONTRACTING
19043 213TH ST
LITTLE FALLS MN 56345

BID

DATE	ESTIMATE #
3/24/2026	8053
dlc@douceLand.com	

NAME / ADDRESS
TODD COUNTY DEMOLITION LANDFILL

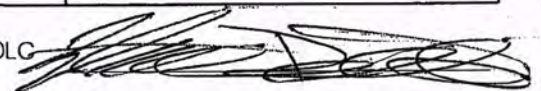
THIS BID DOES NOT INCLUDE ANY
MAINTENANCE ON BID ITEMS.
DOES NOT INCLUDE TOPSOIL OR PLACEMENT
OF TOPSOIL.

BID DATE	PROJECT NO.	ROAD NUMBER	COUNTY, CITY	OWNER
3/25/2026			TODD COUNTY	TODD COUNTY

ITEM NO.	ITEM DESC. & UNITS	ITEM QTY	UNIT PRICE	TOTAL
TURF ESTAB AC	MOWING, NO TILL DRILL SEEDING, AND FERTILIZING, PER ACRE	5.5	1,375.00	7,562.50
WATER	MAINTENANCE WATERING AND SPOT SEEDING, LUMP SUM	1	2,400.00	2,400.00
THIS BID DOES NOT INCLUDE ANY WARRANTY OR MAINTENANCE. NO TOPSOIL OR PLACEMENT INCLUDED.		TOTAL		\$9,962.50

ACCEPTED BY
SIGNATURE _____

SIGNATURE, DLC





WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office) 20260519-28
☒ Action/Motion	☐ Report	
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	2025-2027 LELS Deputies Contract	
Date of Meeting: 05/19/2026	Agenda Time Requested: 5 Min	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		

Background: Supporting Documentation enclosed ☐
The Todd County negotiations team recently met with Law Enforcement Labor Services Inc. (LELS) - Deputies and successfully reached a tentative agreement. Key highlights of the agreement include: • The cost of the Minnesota Paid Family and Medical Leave premiums will be shared equally between the Employer and employees, with the employee portion deducted through payroll. • Employer contributions for dependent coverage will continue to increase in line with previous trends. • In 2025, single insurance will remain fully covered for employees. Starting in 2026 and 2027, employees who choose the high-cost single plan will contribute \$25 per month. • A new 11-step salary schedule will take effect on the first full pay period in January 2025, with employees placed on the step in their grade that provides an increase plus one additional step. • Cost of Living Adjustments (COLA) are set as follows: 2.5% in 2025, 3.5% in 2026, and 3.0% in 2027. • A cap on sick severance will be implemented for employees hired on or after January 1, 2025.

Options:
1. Adopt the tentative agreement with LELS-Deputies
2. Do not adopt the tentative agreement with LELS-Deputies
Recommendation:
The Todd County Board of Commissioners approves the following by Motion: The Todd County Board of Commissioners authorize the adoption of the LELS-Deputies Collective Bargaining Agreement for 2025-2027.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☒ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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

CONTRACT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS

TODD COUNTY MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

**DEPUTIES
(LOCAL No. 156)**

January 1, 2025 through DECEMBER 31, 2027

TABLE OF CONTENTS

PREAMBLE.....	4
ARTICLE 1 RECOGNITION	4
ARTICLE 2 DEFINITIONS.....	4
ARTICLE 3 EMPLOYER AUTHORITY	4
ARTICLE 4 UNION SECURITY.....	5
ARTICLE 5 EMPLOYER SECURITY	6
ARTICLE 6 HOURS OF WORK	6
ARTICLE 7 HOLIDAY PROVISIONS	7
ARTICLE 8 VACATION	8
ARTICLE 9 SICK LEAVE	9
ARTICLE 10 OTHER LEAVES	11
ARTICLE 11 SENIORITY	12
ARTICLE 12 DISCIPLINE.....	14
ARTICLE 13	

GRIEVANCES.....	14
ARTICLE 14	
SAVINGS CLAUSE.....	16
ARTICLE 15	
GENERAL PROVISIONS.....	17
ARTICLE 16	
INSURANCE AND RETIREMENT.....	17
ARTICLE 17	
ADDITIONAL FRINGE BENEFITS	19
ARTICLE 18	
CONTINUING EDUCATION.....	19
ARTICLE 19	
CLOTHING ALLOWANCE	19
ARTICLE 20	
SALARY SCHEDULE	20
ARTICLE 21	
SHIFT DIFFERENTIAL AND TASK FORCE PAY	22
ARTICLE 22	
MEAL REIMBURSEMENT.....	22
ARTICLE 23	
COMPLETE AGREEMENT AND WAIVER OF BARGAINING	22
ARTICLE 24	
DURATION.....	23
APPENDIX A	
APPENDIX B	

PREAMBLE

This Agreement is made and entered into by and between the COUNTY OF TODD, hereinafter referred to as the Employer, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION

- 1.1 The Employer recognizes Law Enforcement Labor Services, Inc., as the representative for collective bargaining purposes of the employees of the Todd County Sheriff's Department, Todd County, Minnesota, in the unit composed of:

"All essential licensed employees of the Todd County Sheriff's Department whose employment exceeds the lesser of 14 hours per week or 35% of the normal work week and 67 work days per year, excluding non-licensed essential, supervisory and confidential employees."

- 1.2 In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 2 DEFINITIONS

- 2.1 Union: Law Enforcement Labor Services, Inc.
- 2.2 Union Member: A member of Law Enforcement Labor Services, Inc.
- 2.3 Employee: A member of the exclusively recognized bargaining unit.
- 2.4 Probationary Employee: An employee who has not completed a 12 month probationary period.
- 2.5 Regular Part-Time Employee: An employee who has successfully completed the probationary period and who works less than full-time but more than 14 hours per week.
- 2.6 Department: The Todd County Sheriff's Department.
- 2.7 Employer: Todd County.

ARTICLE 3 EMPLOYER AUTHORITY

- 3.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the

Todd County Sheriff's Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

- 3.2 It is also recognized by both parties that the Employer shall retain the authority and prerogative to operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, which do not conflict with this Agreement, maintain the efficiency of government operations, and take whatever actions may be necessary to carry out the missions of the Employer in emergencies.

ARTICLE 4 UNION SECURITY

- 4.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and the Union.
- 4.2 The Employer shall remit such deductions to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made and at times mutually agreed upon by the Employer and the Union.
- 4.3 The Union will certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 4.4 It is understood that the Employer's obligation to provide for dues deduction and/or Fair Share Fee as stated in this Article shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 4.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments, including attorneys fees brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.6 The Employer shall not enter into any agreement with the employees coming under jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of membership in the union. The Employer is specifically permitted to take all actions necessary to comply with the Americans with Disability Act.

- 4.7 Employees covered by this Agreement will not make individual requests of wage adjustment other than through the Union during the term of this Agreement.
- 4.8 The Union may designate two members to act as Stewards and shall inform the Employer within 14 days of such choice and of any changes in Stewards in writing.
- 4.9 The Union shall be permitted to use the Sheriff's bulletin board for posting matters of interest to the members of the Union. However, no matters pertaining to grievances, political items, or any criticism of county policies and county practices shall be allowed.
- 4.10 Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other appropriate union business.

ARTICLE 5 EMPLOYER SECURITY

- 5.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part of the full, faithful, and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or rights, privileges, or obligations of employment.

ARTICLE 6 HOURS OF WORK

- 6.1 The basic work schedule for all personnel shall be 80 hours every two weeks. This basic work schedule shall be accounted for through all compensated hours. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 6.2 All hours worked in excess of 80 hours every two weeks for all personnel shall be paid salary or compensatory time at a rate of time and one-half. Additionally, hours worked in excess of the employee's regularly scheduled shift shall be paid salary or compensatory time at a rate of time and one-half. Compensatory time will be at the request of the employee and approval of the Sheriff.

Employees may accrue up to a maximum of 120 hours compensatory time; however, the compensatory time accumulation maximum shall be reduced to 80 hours by the last pay check of December of each calendar year (December 13 in 2025; December 12 in 2026 and December 11 in 2027). Anything over the annual maximum will be paid in cash.

- 6.3 Any employee required to attend court outside of his/her regular schedule shall be paid for such hours at time and one-half with two hours minimum pay for any court

appearances. An extension or early report to a regularly scheduled shift does not qualify the employee for the two hour minimum, but shall count in determining eligibility for overtime. This applies to all criminal court appearances inside and outside of the County and work-related civil matters. Employees who receive civil court reimbursements shall turn those reimbursements over to the County unless the reimbursement is for mileage driven in the employee's personal vehicle.

- 6.4 Any employee called back to work shall receive a minimum of three hours compensation at time and one-half the employee's regular rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three hour minimum, but shall count in determining eligibility for overtime.
- 6.5 All overtime shall be distributed as equally as possible by position. Overtime refused by an employee will, for record purposes, be considered as unpaid overtime worked. The only remedy for failure to properly distribute overtime is to allow employees who have not had an equal opportunity to work overtime to work future overtime when it becomes available. In no event shall a failure to equally distribute overtime result in an employee receiving pay for time not worked.
- 6.6 Employees will be compensated for each hour "on-call" at the rate of \$1.50 per hour. Employees required to carry a pager and informed that he or she is "on call" shall be paid the "on-call" rate. "On call" time will be authorized by administration.
- 6.7 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked. Overtime shall be calculated to the nearest 15 minutes.
- 6.8 Employees scheduled to appear in court during off duty hours shall receive a minimum of three hours pay at time and one-half the employees' base rate of pay if court is canceled without a notice at least by 1600 hours the day prior to the scheduled court appearance. In addition, since this compensation is not for the time actually worked, it shall not count in determining eligibility for overtime pursuant to the overtime clause. Court time remains as in the current contract.
- 6.9 The ten hour shift shall be used by the Todd County Sheriff's Department. This agreement shall be in effect unless either LELS or Todd County serves the other with 30 days' notice prior to the expiration of the Agreement, in which case the previous schedule shall go back into effect. Deputies will be allowed to bid on the available shifts by seniority (most senior gets first preference) prior to implementation of this schedule.

ARTICLE 7 HOLIDAY PROVISIONS

- 7.1 The following listed holidays shall be paid holidays whether worked or not: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Good

Friday, and one-half holiday for New Year's Eve and Christmas Eve. Deputies will receive Easter as the holiday in lieu of Good Friday. Each employee shall receive credit for a full work day on each full day holiday and one-half day for New Year's Eve and Christmas Eve. The "actual" (not "observed") holiday day shall be the day recognized and paid as the holiday under this Agreement.

- 7.2 For any work performed on a holiday, all full-time and part-time employees shall receive time and one-half rates for those hours worked. Effective the first full pay period following ratification, all full-time and part-time employees shall receive two times the rate of pay for those hours worked. This will be in addition to the full-time employee's regular holiday credits, starting from the first day of employment. If the holiday falls on a scheduled day off, full-time employees will receive holiday pay equal to the length of their normal shift, to comply with Article 7.1 above.

ARTICLE 8 VACATION

- 8.1 After a qualifying period of six months, new employees shall be credited with 48 hours vacation. Thereafter, the employee shall be considered a regular employee and shall receive credit for vacation on the following basis:

Years of Service

1 - 3	.0462 hours per compensated hour served (Equivalent to 3.70 hours per pay period or 96.20 hours annually)
4 - 5	.0577 hours per compensated hour served (Equivalent to 4.62 hours per pay period or 120.12 hours annually)
6 - 10	.0692 hours per compensated hour served (Equivalent to 5.54 hours per pay period or 144.04 hours annually)
11 - 15	.0808 hours per compensated hour served (Equivalent to 6.47 hours per pay period or 168.22 hours annually)
16 - 20	.0981 hours per compensated hour served (Equivalent to 7.85 hours per pay period or 204.10 hours annually)
21 - 24	.1038 hours per compensated hour served (Equivalent to 8.31 hours per pay period or 216.06 hours annually)
25 and over	.1096 hours per compensated hour served (Equivalent to 8.77 hours per pay period or 228.02 hours annually)

Unused vacation time up to 192 hours as of the last pay check in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027) shall be carried over and credited to the employees, year to year.

- 8.2 Employees whose employment is terminated for any reason shall be paid for the unused vacation time accumulated to their credit.
- 8.3 Vacation requests must be in writing and approved by the County Sheriff or the Sheriff's appointed representative before being taken. From January 1 till March 31 vacation bid

by seniority. Vacation then will be approved on a first come first served basis with a 45 day notice. Employee may still request with a 10 day notice and bids are through following March 31.

- 8.4 Employees may elect to cash out vacation hours accrued in excess of 16 hours per month, which shall be paid in the first pay period in December.

<u>Years of Service</u>	<u>Hours Earned per Month</u>	<u>Cash out Rate</u>	<u>Annual Cash Out Maximum</u>
16 – 20	17	1 hour/month	up to 12 hours
21 – 24	18	2 hours/month	up to 24 hours
25 and over	19	3 hours/month	up to 36 hours

- 8.5 Vacation donation

Employees may participate in vacation donation as outlined in the personnel policy.

ARTICLE 9 SICK LEAVE

- 9.1 All full-time employees shall be credited with sick leave at the rate of .0462 hours per compensated hour served (this is the equivalent of 3.7 hours per pay period of employment), to a total accumulation which may not exceed 1040 hours or 130 days. Employees who have accrued over 1,040 hours of sick leave will have 50 percent of hours over the maximum converted to cash and deposited into their HCSP. The conversion will take place once a year on the last pay check on December 13 in 2025; December 12 in 2026 and December 11 in 2027).
- 9.2 All sick leave shall be paid to the surviving spouse or representative of the estate of an employee whose death occurs while on active duty for the Todd County Sheriff's Department.
- 9.3 If an employee is permanently disabled, then all sick leave may be paid to the employee on a monthly basis.
- 9.4 Employees may use their accrued sick leave for the following:
- (a) Illness or injury of employee or members of the immediate family as defined: spouse, children/step children, adult child, parents/step parents, grandparents, grandchildren of either the employee or his/her spouse, ward, siblings and son/daughter-in-law.
 - (b) Medical or dental care for employees or employee's spouse or children which cannot be obtained after working hours.
 - (c) To attend the funeral of a Todd County Sheriff's Department employee.

- 9.5 At the time of an employee's death or resignation, 40 percent of all accumulated sick leave shall be paid to the employee or the employee's estate, providing the employee is not PERA eligible and has not been discharged from his/her job. Upon resignation or retirement, an employee who is eligible to receive PERA retirement benefits will contribute 100 percent of their accumulated, available sick leave benefits towards the post retirement health insurance savings plan offered, the Minnesota State Retirement System (MSRS). In the event of an employee death, where the employee was eligible for PERA retirement benefits, the employee's estate shall be paid 100 percent of the employee's accumulated, available sick leave benefits.

The following severance caps shall be applicable to employees hired on or after January 1, 2025:

0-14 years \$5,000

15-19 years \$10,000

20-24 years \$15,000

25-29 years \$20,000

30 + years \$25,000

- 9.6 An employee who is drawing workers' compensation shall be allowed to use any accumulated leave as necessary to insure a full monthly paycheck. In no event may employees use any accrued sick leave, vacation, or compensatory time off in order to receive an amount greater than their pay immediately prior to the injury.
- 9.7 While an employee is using earned sick leave, vacation time or drawing workers compensation payments, he/she shall be considered to be working for the purpose of accumulating sick leave or vacation time.
- 9.8 In the event an employee is injured while in the line of duty and a recovery period of a week or more is needed, the employee shall be charged sick leave for the first five working days, prorated with workers' compensation, if paid, so the employee will receive a full week's earnings. Thereafter, the employee shall receive his/her normal compensation for a maximum of 30 days without charge against any accumulated sick leave or vacation. Any workers' compensation benefits paid to the employee shall be subtracted from normal compensation in determining the amount to be paid by the Employer to the injured employee, with the exception of permanent partial or permanent total disability awards from Workers' Compensation.
- 9.9 An employee may draw on the employee's accrued sick leave during any period of time the employee is unable to work because of sickness or injury on or off the job.
- 9.10 In order to be eligible for sick leave pay, an employee must report promptly to the employee's supervisor the reason for the employee's absence.
- 9.11. A sick leave of up to three days for minor illnesses shall be allowed by the County Sheriff without a doctor's certificate, and the Sheriff shall be kept informed of the employee's condition. After three days, the employee shall submit a doctor's certificate if required

by the County Sheriff. The doctor must certify as to the illness and the employee's ability to return to work. Effective January 1, 2025, the documentation provisions referenced in the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST.

- 9.12 Claiming sick leave when physically fit, except as permitted in this Article, will be cause for disciplinary action.
- 9.13 Holidays that occur during paid sick leave periods will be paid as a holiday and not charged as a sick leave day.

ARTICLE 10 OTHER LEAVES

- 10.1 Funeral leave will be granted to an employee (prorated for part time employees) when a death in the family occurs according to the following schedule:

Up to 3 scheduled shifts hours of paid funeral leave: spouse/domestic partner, parent, child, son/daughter-in-law, or legal ward, siblings, brother/sister-in-law, parent-in-law, grandparent, or grandchild of either the employee or his/her spouse/domestic partner, aunt, uncle, niece, nephew of the employee or spouse/domestic partner, or other relative living in the employee's home.

In the event that the employee needs additional time off, the employee shall have the option of using sick leave, compensatory time, and vacation time or time without pay. Part-time employees shall receive pro-rated funeral leave based upon the number of hours they work.

- 10.2 Any military leave of absence shall be handled as set forth in Minnesota Statutes 192.26 or as amended and applicable federal laws.
- 10.3 An employee elected by the Union to serve on the negotiating committee representing the Union shall suffer no loss of pay if negotiations are held on county time. Neither shall the employee be eligible for overtime or straight time if meetings are held on the employee's own time. There should be no more than three members elected to this committee.
- 10.4 Leaves under the Family and Medical Leave Act as provided in the Employer's Personnel policies or unpaid leaves of absence for a reasonable period, not to exceed 180 days, may be granted without a loss of seniority for longevity purposes. Leave of absence may only be granted upon request in writing prior to the requested leave date. Withdrawal of PERA accumulated deduction shall terminate the leave of absence and shall indicate the permanent employment severance.

- 10.5 An employee serving on the grievance committee or the employee making a grievance report shall not lose pay while handling a grievance. During working hours, not more than one member of the grievance committee with or without the employee shall handle the grievance report, and the time spent should not exceed one hour per day.
- 10.6 Employees covered by this Agreement will be eligible to take family and medical leaves of absence as described in the Employer's personnel policies.
- 10.7 In the event the Employer participates in the Minnesota Paid Family and Medical Leave program or an alternative private plan, effective January 1, 2026, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

Employees may utilize accrued paid sick leave to supplement PFML not to exceed 100% of the regular wage of the employee. In the event sick leave is exhausted, employees may utilize other accrued paid leave to supplement PFML not to exceed 100% of the regular wage of the employee.

ARTICLE 11

SENIORITY

- 11.1 Seniority standing shall be granted to all regular employees. For purposes of vacation selection or other time off, seniority will be determined on the basis of total continuous full-time or part-time employment with the Employer. For purposes of promotion or lay-off, only full-time employment in the employee's current job classification shall count. Employees shall be placed on the seniority list as to the last date of full-time hire. The first 12 months of employment shall be a probationary period for deputies. A seniority list shall be kept up to date on January 1st each year and posted in the County Sheriff's office.
- 11.2 An employee shall lose seniority for the following reasons only:
- (a) He/She resigns.
 - (b) He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - (c) He/She is absent from work for three consecutive working days without notifying the employer; in proper case, exceptions may be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority.
 - (d) Return from unauthorized sick leave shall be treated as in "c" above.

Any ruling regarding loss of seniority under Article 11.2 shall not be a matter of grievance.

- 11.3 The word layoff shall mean a reduction in working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary or seasonal employees in the job classification will be laid off first; regular employees will be laid off according to seniority within the job classification of Deputy-Investigator. Employees laid off in one classification may not bump into a previously held job classification. The employee with the least seniority will be laid off first. Disposition of these cases will be a proper matter for the grievance procedure. Employees to be laid off for an indefinite period of time will have at least 15 working days notice of the layoff.
- 11.4 When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall will be sent to the employees at their last known address by certified mail. If the employee fails to report to the Employer within five calendar days from the date of receipt of the certified mail notice of recall and report to work within ten days of receipt of the certified mail notice, the employee shall be considered as having resigned. No new employees shall be hired into a job classification until the layoff list has been exhausted for that classification. If an employee has not been recalled from layoff within two calendar years of the date of layoff, his/her name shall be removed from the layoff list, and he/she shall be deemed to have resigned.
- 11.5 Seniority will prevail on all job vacancies, new jobs, or promotions for an employee regarding positions governed by this Agreement, providing employee qualifications are equal. The Employer shall post all job vacancies and minimum qualifications. Qualifications include employees' performance ratings, education and experience. If seniority is bypassed, reasons for said bypass shall be in writing to the employee. If placement is unsatisfactory to an employee after a 90 day trial period, an employee shall have the right to revert to his/her former position. A promoted or reassigned employee shall serve a six month probationary period and may be returned to his/her former position at the sole discretion of the Employer during such period. If the position the employee reverts to has been filled by a new employee on probation, such probationary employee can be discharged; and if the position has been filled by a non-probationary employee, the bumped employee will revert to his/her former position until a probationary employee is released. Any vacancy or new job shall be posted for a period of five calendar days within the Department. The Employer will not be obligated to consider a request for promotion or a new job from an employee who has not submitted his/her request for promotion or a new job in writing on or before the fifth calendar day the job is posted.
- 11.6 All new employees engaged by the Employer shall be deemed probationary employees as provided in Article 11.1. Such new employees may be laid off or dismissed during said probationary period with or without cause at the sole discretion of the Employer, and said decision may not be appealed through the grievance procedure. After successfully completing the probationary period, new employees shall be deemed to be regular employees. For the purpose of this Agreement, after said probationary period, a new employee's seniority right shall commence from the date of hiring.

ARTICLE 12 DISCIPLINE

- 12.1 Employees shall be disciplined for just cause only. Discipline will be in one of the following forms:
1. Oral Reprimand,
 2. Written Reprimand,
 3. Suspension,
 4. Demotion, or
 5. Discharge.
- 12.2 An employee shall be notified in writing by the Employer as to the nature of the alleged misconduct or incompetency before an investigative hearing is held.
- 12.3 An employee shall have the right to representation at the investigative hearing.
- 12.4 All discipline, except oral reprimands, shall be in writing, and the employee shall be given the opportunity to acknowledge receipt of the discipline. The employee and the Union shall receive a copy of all discipline.
- 12.5 Grievances relating to suspension, demotion, or discharge under the provisions of this Article may be initiated by the Union in Step 2 of the Grievance Procedure.

ARTICLE 13 GRIEVANCES

- 13.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 13.2 Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the names of such Union Representatives and of their successors.
- 13.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employee's duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article, provided the employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

- 13.4 Procedure: Grievances, as defined by Article 13.1, will be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 will be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and will be appealed to Step 2 within ten calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten calendar days will be considered waived.

Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Sheriff. The Sheriff will give an answer to the Step 2 grievance in writing within ten calendar days after receipt.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten calendar days following the Sheriff's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten calendar days will be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Human Resources Department. The Human Resource Department will give answer to such Step 3 grievance in writing within ten calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten calendar days following the Human Resource Department's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten calendar days shall be considered waived.

Step 3A. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules governing the Arbitration of Grievances" as established by the Bureau of Mediation Services, except that for grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

- 13.5 Arbitrator's Authority:

1. The arbitrator will have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and will have no authority to make a decision on any other issue not so submitted.
2. The arbitrator will be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within 30 days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision will be binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and the Union, provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

- 13.6 Waiver: If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 14 SAVINGS CLAUSE

- 14.1 In the event that any provision, phrase, or clause of this Agreement shall at any time be declared invalid by any court having jurisdiction, the Equal Employment Opportunity Commission (the EEOC) or the Minnesota Department of Final Rights from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. It is the express intention of the parties that all other provisions shall remain in full force and effect. The voided provisions may be renegotiated upon written request of either party.

**ARTICLE 15
GENERAL PROVISIONS**

- 15.1 All agreements for economic fringe benefits in force at present and not altered in this Agreement will remain in force for the duration of this Agreement.

**ARTICLE 16
INSURANCE AND RETIREMENT**

- 16.1 Selection of Carrier: The selection of the insurance carrier shall be made by the Employer as provided by law.

- 16.2 Health and Hospitalization Insurance:

Eligibility: All employees working an average of 30 or more hours per week in accordance with the Affordable Care Act are eligible for benefits in this Article.

Single Coverage

For 2025, the Employer shall pay the cost of the insurance plan for employees electing single coverage. The Employer shall not pay more than the actual premium cost of the plan. For 2026 and 2027, the Employer shall pay the cost of the insurance plan for employees electing single coverage, however employees who elect the high-cost single plan shall contribute \$25 per month toward the cost of the high-cost premium. The Employer shall not pay more than the actual premium cost of the plan.

The Employer shall contribute \$125.00 per month to the HSA plan for eligible employees electing single coverage on HSA eligible plans with deductibles less than \$3,650, and \$165.00 for eligible employees electing single coverage on HSA eligible plans with deductibles of \$3,650 or greater.

Family/Dependent Insurance Coverage

The Employer shall contribute each month towards dependent coverage based upon the scheduled below. The County shall not pay above the actual cost of the plan. Premium payments shall be prospective from ratification.

All Plans, not to exceed total premium	<u>2025 Employer</u>	<u>2026 Employer</u>	<u>2027 Employer</u>
Employee+Spouse	\$1,600.00	\$1,700.00	\$1,800.00
Employee+Child(ren)	\$1,300.00	\$1,375.00	\$1,450.00
Family	<u>\$1,775.00</u>	<u>\$1,900.00</u>	<u>\$2,025.00</u>

The Employer shall contribute \$125 per month to the county sponsored H.S.A plan on behalf of eligible employees electing family/dependent coverage on HSA eligible plans.

16.3 Life Insurance: All full-time employees shall be covered by a term life insurance policy in the amount of \$20,000.00 at the Employer's expense.

16.4 Claims against the Employer: It is understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the Employer as a result of denial of insurance benefits by an insurance carrier.

16.5 Affordable Care Act: In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

16.6 Post-retirement: Only employees hired on or before January 1, 2007, (including their part-time hire date and employment in other Todd County positions) are eligible for the benefit in 16.6. Upon early retirement, the Employer will pay the single health insurance premium into the employee's MSRS HCSP in an amount not less than \$689.50 and not more than \$731.50 per month, for up to a maximum of three years (but not beyond the employee's 65th birthday) to an employee who retires upon reaching age 50, is eligible for PERA police and fire retirement and has 20 or more years of service.

16.7 MSRS HCSP Contribution: Only employees hired after January 1, 2007, or those who are eligible for the benefit found in Section 16.6 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 16.6, are eligible for a \$250.00 annual contribution into their MSRS HCSP on January 2 of each year of employment with Todd County.

A. One-time contribution: Only employees hired between January 1, 2007, and March 1, 2014, or those who are eligible for the benefit found in Section 16.6 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 16.6 above, are eligible for a one-time contribution to their MSRS HCSP on the following schedule:

Years of employment	Contribution into MSRS HCSP
1	\$1,000.00
2	\$1,250.00
3	\$1,500.00
4	\$1,750.00
5	\$2,000.00
6	\$2,250.00
7	\$2,500.00

Eligible employees with more than seven years of employment will receive the maximum contribution of \$2,500.00. In the year that eligible employees receive this one-time contribution, the employee is not also eligible for the \$250.00 annual HCSP contribution found in Section 16.7 for that year.

ARTICLE 17 ADDITIONAL FRINGE BENEFITS

- 17.1 The Employer and the Union adopt the current Employer's Personnel Policy now in force if it does not contradict the current Agreement.
- 17.2 In lieu of pro-rated vacation, holiday, and sick leave benefits, regular part-time employees shall receive one step increase on the wage schedule every time they complete 2080 hours of work. Any heretofore accumulated benefits under the previous pro-ration system shall continue to be available to the employee who earned the benefits, but no additional vacation, holiday, or sick leave will accrue. Once accumulated banks are used up, no additional time maybe accrued unless the part-time employee becomes a full-time employee.

ARTICLE 18 CONTINUING EDUCATION

- 18.1 Each deputy sheriff and investigator will attend a minimum of 2) hours of POST Board approved schooling per year. In addition, the Employer will continue its practice of paying for POST licensing fees (currently \$90.00 every three years). If an employee attends schooling on a day off, the employee is credited for hours worked. Vacation time shall not be used for this purpose. The cost of all expenses shall be paid by the Employer. The Sheriff shall be responsible for this clause.

ARTICLE 19 CLOTHING ALLOWANCE

- 19.1 All full-time employees shall receive a clothing allowance of \$1,050.00 per year for, payable to the employee in the form of a reimbursable voucher. Unused balances in the uniform allowance will accumulate to a maximum of three times the annual allowance. Upon severance from employment, any accumulated uniform allowance to a maximum of three years accumulation shall be deposited in the employee's health care savings plan (HCSP). All deputies shall be provided with a bullet proof vest. The Employer will replace uniform items damaged in the line of duty. In the event the employee receives a court-ordered reimbursement, the employee will remit it to the Employer.
- 19.2 Part-time employees, regardless of job classification, shall receive \$200.00 per year towards uniform expenses; such amount to be dispersed by the Sheriff when needed to purchase uniform items.

**ARTICLE 20
SALARY SCHEDULE**

- 20.1 A salary schedule has been established for calendar years 2025-2027. This represents the adoption of a new 11 step salary schedule effective the first day of the first full pay period in January 2025. Employees will be placed on the step in the applicable grade that provides an increase plus one step. The schedule is attached as Appendix A. The salary for each covered employee is determined by this schedule.

In the event that there is a rounding difference between the attached wage schedules and payroll, payroll shall govern.

In the event that the minimum of the applicable salary range exceeds the salary for a regular part-time employee in 2025-2027, the regular part-time employee will be compensated at the minimum of the applicable salary range.

2.5% general wage increase effective the first day of the first full pay period in January 2025.

3.5% general wage increase effective the first day of the first full pay period in January 2026.

3.0% general wage increase effective the first day of the first full pay period in January 2027.

The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay period in July. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

The first day of the first full pay period following July 1 shall become the common anniversary date for the purpose of granting step increases thereafter.

- 20.2 An employee promoted to a classification in a higher salary range shall receive a pay adjustment of 4 percent or to the next higher step above the salary from which the employee was promoted, whichever is greater. No salary increase shall be granted which would place the employee's rate of pay above the maximum of the authorized salary range for the new (promoted) classification. An additional pay increase may be granted to the promoted employee if such additional increase is recommended by the department head, the promotion involves more than one range change, and the recommendation is approved by the County Board. The employee's eligibility date for step increases will not change upon promotion.

- 20.3 For a voluntary or a disciplinary demotion, the employee's pay shall be reduced to a point within the salary range for the classification of the new (demoted) position which is equal to one step lower than the pay being received prior to the demotion. In no event, shall

a demoted employee's rate of pay remain above the maximum of the authorized salary range of the classification to which the employee was demoted.

- 20.4 An employee reclassified to a classification in a higher salary range shall receive a pay adjustment that is the minimum of the new salary range or an amount equal to the step on the new range next higher than the salary from which the employee was reclassified, whichever is greater. No salary increase shall be granted which would place the employee's rate of pay above the maximum of the authorized salary range.
- 20.5 An employee reclassified to a class in a lower salary range shall be placed in that new salary range at the employee's existing pay rate. An employee whose pay rate is above the maximum of the salary range due to a reclassification to a lower salary range shall receive only one-half of the uniform percentage increase granted by the County Board to other employees whose salaries are at the top of their assigned ranges.
- 20.6 Employees who are appointed to a position in a higher classification for at least 16 consecutive working days shall receive a temporary pay adjustment for all time worked in the higher classification. This temporary pay adjustment shall be equal to the pay he/she would have received in the event that he/she had been promoted to the position. When the employee reverts to the employee's previous position, the employee's salary shall be readjusted to its previous level unless otherwise provided. This section shall not apply to employees who are filling in for an incumbent employee who is on vacation.
- 20.7 When the duties of a position substantially change, the department head may request the County Board to initiate a review of the duties of the position. The Comparable Worth Committee will review the request and make a recommendation to the County Board. Based on the results of the review and recommendation by the Comparable Worth Committee, the County Board may reclassify the position to a higher grade level.
- 20.8 New employees and employees who transfer to a new position will normally be paid at the beginning step of the new position. Any increase beyond the beginning step must be approved in advance by the County Board.
- 20.9 The Sheriff shall assign qualified deputies to canine duty. Deputies assigned to canine duty shall receive one half hour per day for care and maintenance of the canine when the deputy is on duty.

When the deputy is off duty, the assigned deputy shall receive one half hour at time and one-half the deputy's straight time rate of pay for each day of care and maintenance of the canine. However, when the canine is kenneled, the deputy shall not be eligible for the compensation for the care and maintenance of the canine.

Training time will be done on the employer's time, and the K-9 deputy will be eligible to take the dog(s) upon approval of the Employer to the certification trials and a competition each year on the Employer's time. The Employer will continue to provide for the dog(s)'

medical care, food, equipment, etc. Call outs, upon approval of the Employer, will be at time and one-half.

- 20.10 Any employee assigned to work as a Field Training Officer (FTO) shall receive one-half hour of compensatory time for each hour worked as an FTO.
- 20.11 In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.

ARTICLE 21

SHIFT DIFFERENTIAL AND TASK FORCE PAY

- 21.1 All employees shall receive the following pay differential:
- \$1.75 per hour from 1800 hours to 0600 hours and 1800 hours on Friday until 0600 hours on Monday. The night differential shall not be pyramided with the weekend differential.
- 21.2 Deputies assigned to work regional task force shall be paid an additional \$1.75 supplemental pay in addition to their hourly rate.

ARTICLE 22

MEAL REIMBURSEMENT

Todd County will provide reimbursement for meal expenses when such expenses are necessarily incurred while conducting county business and traveling outside of the County for work. The Department Head must approve all requests prior to incurring reimbursable expenses. The actual cost of meals: not to exceed \$11.00 for breakfast, \$13.00 for lunch, and \$19.00 for dinner, while traveling outside of the county will be reimbursed upon presentation of a receipt.

ARTICLE 23

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 23.1 This Agreement shall represent the complete Agreement between the Employer and the Union.
- 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect

to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 24
DURATION**

Except as herein provided, this Agreement shall be effective January 1, 2025, and shall continue in full force and effect until December 31, 2027, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by September 1 of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.

FOR TODD COUNTY

Board Chair

Date: _____

County Coordinator

Dated: _____

Todd County Sheriff

Date: _____

Human Resources

Date: _____

**FOR LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL #156**

Joshua R. Winter

Steward

Date: 05/14/2026

Keith Terlinden

Business Agent

Dated: 5/14/2026

APPENDIX "A"

4/28/2025	COLA	0.00%	Step	2.82%	Grade	8.00%	2025				
Pay Grade	A	B	C	D	E	F	G	H	I	J	K
1/A	\$16.91	\$17.39	\$17.88	\$18.38	\$18.90	\$19.43	\$19.98	\$20.54	\$21.12	\$21.72	\$22.33
2/B	\$18.26	\$18.78	\$19.31	\$19.85	\$20.41	\$20.99	\$21.58	\$22.19	\$22.81	\$23.46	\$24.12
3/C	\$19.72	\$20.28	\$20.85	\$21.44	\$22.04	\$22.67	\$23.31	\$23.96	\$24.64	\$25.33	\$26.05
4/D	\$21.30	\$21.90	\$22.52	\$23.16	\$23.81	\$24.48	\$25.17	\$25.88	\$26.61	\$27.36	\$28.13
5/E	\$23.01	\$23.65	\$24.32	\$25.01	\$25.71	\$26.44	\$27.18	\$27.95	\$28.74	\$29.55	\$30.38
6/F	\$24.85	\$25.55	\$26.27	\$27.01	\$27.77	\$28.55	\$29.36	\$30.19	\$31.04	\$31.91	\$32.81
7/G	\$26.83	\$27.59	\$28.37	\$29.17	\$29.99	\$30.84	\$31.71	\$32.60	\$33.52	\$34.47	\$35.44
8/H	\$28.98	\$29.80	\$30.64	\$31.50	\$32.39	\$33.30	\$34.24	\$35.21	\$36.20	\$37.22	\$38.27
9/I	\$31.30	\$32.18	\$33.09	\$34.02	\$34.98	\$35.97	\$36.98	\$38.03	\$39.10	\$40.20	\$41.33
10/J	\$33.80	\$34.76	\$35.74	\$36.74	\$37.78	\$38.85	\$39.94	\$41.07	\$42.23	\$43.42	\$44.64
11/K	\$36.51	\$37.54	\$38.60	\$39.68	\$40.80	\$41.95	\$43.14	\$44.35	\$45.60	\$46.89	\$48.21
12/L	\$39.43	\$40.54	\$41.68	\$42.86	\$44.07	\$45.31	\$46.59	\$47.90	\$49.25	\$50.64	\$52.07
13/M	\$42.58	\$43.78	\$45.02	\$46.29	\$47.59	\$48.93	\$50.31	\$51.73	\$53.19	\$54.69	\$56.23
14/N	\$45.99	\$47.29	\$48.62	\$49.99	\$51.40	\$52.85	\$54.34	\$55.87	\$57.45	\$59.07	\$60.73
15/O	\$49.67	\$51.07	\$52.51	\$53.99	\$55.51	\$57.08	\$58.69	\$60.34	\$62.04	\$63.79	\$65.59
16/P	\$53.64	\$55.15	\$56.71	\$58.31	\$59.95	\$61.64	\$63.38	\$65.17	\$67.01	\$68.90	\$70.84
17/Q	\$57.93	\$59.57	\$61.25	\$62.97	\$64.75	\$66.58	\$68.45	\$70.38	\$72.37	\$74.41	\$76.51

4/28/2025	COLA	2.50%	Step	2.82%	Grade	8.00%	2025				
Pay Grade	A	B	C	D	E	F	G	H	I	J	K
1/A	\$17.33	\$17.82	\$18.32	\$18.84	\$19.37	\$19.92	\$20.48	\$21.05	\$21.65	\$22.26	\$22.89
2/B	\$18.72	\$19.24	\$19.79	\$20.34	\$20.92	\$21.51	\$22.12	\$22.74	\$23.38	\$24.04	\$24.72
3/C	\$20.21	\$20.78	\$21.37	\$21.97	\$22.59	\$23.23	\$23.88	\$24.56	\$25.25	\$25.96	\$26.69
4/D	\$21.83	\$22.45	\$23.08	\$23.73	\$24.40	\$25.09	\$25.79	\$26.52	\$27.27	\$28.04	\$28.83
5/E	\$23.58	\$24.24	\$24.93	\$25.63	\$26.35	\$27.09	\$27.86	\$28.64	\$29.45	\$30.28	\$31.14
6/F	\$25.46	\$26.18	\$26.92	\$27.68	\$28.46	\$29.26	\$30.09	\$30.94	\$31.81	\$32.71	\$33.63
7/G	\$27.50	\$28.28	\$29.07	\$29.89	\$30.74	\$31.60	\$32.49	\$33.41	\$34.35	\$35.32	\$36.32
8/H	\$29.70	\$30.54	\$31.40	\$32.28	\$33.20	\$34.13	\$35.09	\$36.08	\$37.10	\$38.15	\$39.22
9/I	\$32.08	\$32.98	\$33.91	\$34.87	\$35.85	\$36.86	\$37.90	\$38.97	\$40.07	\$41.20	\$42.36
10/J	\$34.64	\$35.62	\$36.62	\$37.66	\$38.72	\$39.81	\$40.93	\$42.09	\$43.27	\$44.49	\$45.75
11/K	\$37.41	\$38.47	\$39.55	\$40.67	\$41.82	\$43.00	\$44.21	\$45.45	\$46.74	\$48.05	\$49.41
12/L	\$40.41	\$41.55	\$42.72	\$43.92	\$45.16	\$46.44	\$47.74	\$49.09	\$50.48	\$51.90	\$53.36
13/M	\$43.64	\$44.87	\$46.14	\$47.44	\$48.77	\$50.15	\$51.56	\$53.02	\$54.51	\$56.05	\$57.63
14/N	\$47.13	\$48.46	\$49.83	\$51.23	\$52.68	\$54.16	\$55.69	\$57.26	\$58.87	\$60.53	\$62.24
15/O	\$50.90	\$52.34	\$53.81	\$55.33	\$56.89	\$58.50	\$60.14	\$61.84	\$63.58	\$65.38	\$67.22
16/P	\$54.97	\$56.52	\$58.12	\$59.76	\$61.44	\$63.17	\$64.96	\$66.79	\$68.67	\$70.61	\$72.60
17/Q	\$59.37	\$61.05	\$62.77	\$64.54	\$66.36	\$68.23	\$70.15	\$72.13	\$74.17	\$76.26	\$78.41

4/28/2025	COLA	3.50%	Step	2.82%	Grade	8.00%	2026				
Pay Grade	A	B	C	D	E	F	G	H	I	J	K
1/A	\$17.94	\$18.45	\$18.97	\$19.50	\$20.05	\$20.62	\$21.20	\$21.80	\$22.41	\$23.04	\$23.69
2/B	\$19.38	\$19.92	\$20.48	\$21.06	\$21.65	\$22.27	\$22.89	\$23.54	\$24.20	\$24.89	\$25.59
3/C	\$20.93	\$21.52	\$22.12	\$22.75	\$23.39	\$24.05	\$24.72	\$25.42	\$26.14	\$26.88	\$27.63
4/D	\$22.60	\$23.24	\$23.89	\$24.57	\$25.26	\$25.97	\$26.70	\$27.46	\$28.23	\$29.03	\$29.84
5/E	\$24.41	\$25.10	\$25.80	\$26.53	\$27.28	\$28.05	\$28.84	\$29.65	\$30.49	\$31.35	\$32.23
6/F	\$26.36	\$27.10	\$27.87	\$28.65	\$29.46	\$30.29	\$31.15	\$32.02	\$32.93	\$33.86	\$34.81
7/G	\$28.47	\$29.27	\$30.10	\$30.95	\$31.82	\$32.72	\$33.64	\$34.59	\$35.56	\$36.56	\$37.60
8/H	\$30.75	\$31.61	\$32.50	\$33.42	\$34.36	\$35.33	\$36.33	\$37.35	\$38.41	\$39.49	\$40.60
9/I	\$33.21	\$34.14	\$35.10	\$36.09	\$37.11	\$38.16	\$39.24	\$40.34	\$41.48	\$42.65	\$43.85
10/J	\$35.86	\$36.87	\$37.91	\$38.98	\$40.08	\$41.21	\$42.37	\$43.57	\$44.80	\$46.06	\$47.36
11/K	\$38.73	\$39.82	\$40.95	\$42.10	\$43.29	\$44.51	\$45.76	\$47.05	\$48.38	\$49.75	\$51.15
12/L	\$41.83	\$43.01	\$44.22	\$45.47	\$46.75	\$48.07	\$49.43	\$50.82	\$52.25	\$53.73	\$55.24
13/M	\$45.18	\$46.45	\$47.76	\$49.11	\$50.49	\$51.92	\$53.38	\$54.88	\$56.43	\$58.02	\$59.66
14/N	\$48.79	\$50.17	\$51.58	\$53.04	\$54.53	\$56.07	\$57.65	\$59.28	\$60.95	\$62.67	\$64.43
15/O	\$52.69	\$54.18	\$55.71	\$57.28	\$58.89	\$60.55	\$62.26	\$64.02	\$65.82	\$67.68	\$69.59
16/P	\$56.91	\$58.51	\$60.16	\$61.86	\$63.60	\$65.40	\$67.24	\$69.14	\$71.09	\$73.09	\$75.15
17/Q	\$61.46	\$63.19	\$64.98	\$66.81	\$68.69	\$70.63	\$72.62	\$74.67	\$76.78	\$78.94	\$81.17

4/28/2025	COLA	3.00%	Step	2.82%	Grade	8.00%	2027				
Pay Grade	A	B	C	D	E	F	G	H	I	J	K
1/A	\$18.48	\$19.00	\$19.54	\$20.09	\$20.65	\$21.24	\$21.84	\$22.45	\$23.08	\$23.74	\$24.40
2/B	\$19.96	\$20.52	\$21.10	\$21.69	\$22.31	\$22.94	\$23.58	\$24.25	\$24.93	\$25.63	\$26.36
3/C	\$21.56	\$22.16	\$22.79	\$23.43	\$24.09	\$24.77	\$25.47	\$26.19	\$26.93	\$27.69	\$28.47
4/D	\$23.28	\$23.94	\$24.61	\$25.30	\$26.02	\$26.75	\$27.51	\$28.28	\$29.08	\$29.90	\$30.74
5/E	\$25.14	\$25.85	\$26.58	\$27.33	\$28.10	\$28.89	\$29.71	\$30.55	\$31.41	\$32.29	\$33.20
6/F	\$27.15	\$27.92	\$28.71	\$29.52	\$30.35	\$31.20	\$32.08	\$32.99	\$33.92	\$34.88	\$35.86
7/G	\$29.33	\$30.15	\$31.00	\$31.88	\$32.78	\$33.70	\$34.65	\$35.63	\$36.63	\$37.67	\$38.73
8/H	\$31.67	\$32.56	\$33.48	\$34.43	\$35.40	\$36.40	\$37.42	\$38.48	\$39.56	\$40.68	\$41.83
9/I	\$34.21	\$35.17	\$36.16	\$37.18	\$38.23	\$39.31	\$40.42	\$41.56	\$42.73	\$43.93	\$45.17
10/J	\$36.94	\$37.98	\$39.05	\$40.16	\$41.29	\$42.45	\$43.65	\$44.88	\$46.15	\$47.45	\$48.79
11/K	\$39.90	\$41.02	\$42.18	\$43.37	\$44.59	\$45.85	\$47.14	\$48.47	\$49.84	\$51.24	\$52.69
12/L	\$43.09	\$44.30	\$45.55	\$46.84	\$48.16	\$49.52	\$50.91	\$52.35	\$53.83	\$55.34	\$56.90
13/M	\$46.54	\$47.85	\$49.20	\$50.58	\$52.01	\$53.48	\$54.99	\$56.54	\$58.13	\$59.77	\$61.46
14/N	\$50.26	\$51.68	\$53.13	\$54.63	\$56.17	\$57.76	\$59.38	\$61.06	\$62.78	\$64.55	\$66.37
15/O	\$54.28	\$55.81	\$57.38	\$59.00	\$60.67	\$62.38	\$64.14	\$65.94	\$67.80	\$69.72	\$71.68
16/P	\$58.62	\$60.27	\$61.97	\$63.72	\$65.52	\$67.37	\$69.27	\$71.22	\$73.23	\$75.29	\$77.42
17/Q	\$63.31	\$65.10	\$66.93	\$68.82	\$70.76	\$72.76	\$74.81	\$76.92	\$79.09	\$81.32	\$83.61

APPENDIX "B"

**MEMORANDUM OF AGREEMENT
BETWEEN
TODD COUNTY BOARD OF COMMISSIONERS
AND
LAW ENFORCEMENT LABOR SERVICES INC.,
LELS LOCAL UNION 156**

This Memorandum of Agreement ("Agreement") is entered into between the Todd County (the "Employer") and LELS Local Union #156 (the "Union").

WHEREAS, the County and the Union are parties in a collective bargaining agreement dated January 1, 2018 to December 31, 2020; and

WHEREAS, the Todd County Sheriff's Office currently has a non-union Chief Deputy position that is appointed by the Sheriff with the approval of the County Board; and

WHEREAS, Todd County and LELS Local 156 agree that the employee appointed as the Chief Deputy is a supervisor and working in a non-union position during such times as he or she is serving as Chief Deputy; and

WHEREAS, it is encouraged that members of the LELS serve as the Chief Deputy; and

WHEREAS, it is necessary to protect the existing position and rights of a member of the LELS who accepts an appointment to the Chief Deputy position; and

NOW THEREFORE, the parties agree as follows effective with the ratification of this Agreement:

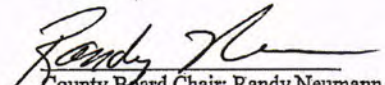
1. That any member of LELS Local 156 who is appointed to the position of Chief Deputy will be considered supervisory and non-union while serving in that position.
2. That any member of the LELS Local 156 who serves as Chief Deputy will have their seniority in the LELS Local 156 frozen at the time of their appointment to Chief Deputy.
 - a. Said employee will continue to maintain seniority rights under the LELS Local 156 Labor Agreement and shall return to the member's former position if available at the time the employee's appointment as Chief Deputy ends.
 - b. If the employee's position in the LELS Local 156 bargaining unit has been filled at such time the employee's appointment as Chief Deputy ends, said employee will be reassigned at the discretion of the Sheriff.
 - c. No deputy will be laid off in order to create a vacant position for the Chief Deputy at the time said employee is returning to the position of Deputy.

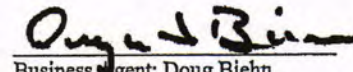
3. This Agreement shall not exceed 10 years from appointment.
4. This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding this matter.
5. This Agreement will continue until such time as the parties agree otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

Employer:

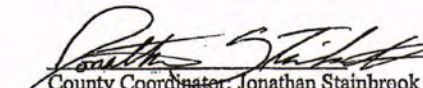
For LELS Local 156

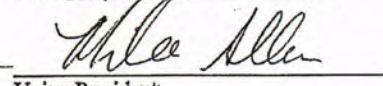

County Board Chair, Randy Neumann


Business Agent, Doug Biehn

Date: _____

Date: 12-14-2018


County Coordinator, Jonathan Stainbrook


Union President

Date: 12-27-18

Date: 12-17-2018



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
☒ Action/Motion	☐ Report	(Issued by Auditor/Treasurer Office)
☐ Discussion	☒ Resolution	20260519-29
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Approving Todd County to become a Full Voting Member of the Sourcewell Board of Directors
Date of Meeting: 05/19/2026		Agenda Time Requested: 5 Minutes ☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: Supporting Documentation enclosed ☒		
The purpose of this Board Action is to request authorization for Todd County to complete and submit the application materials and adopt the required resolution to become a full voting member of the Sourcewell Board. Membership would provide Todd County the opportunity to participate more fully in regional collaboration, governance discussions, and strategic initiatives through Sourcewell, while strengthening partnerships that support operational efficiencies, cooperative purchasing opportunities, and shared public service goals benefiting Todd County residents.		
Options:		
1. Approve completing the Sourcewell Full Voting Membership Agreement and adopting attached resolution.		
2. Do not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		
Is to approve.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 0	☒ Yes ☐ No	No cost.
Funding Source(s):		
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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 AUTHORIZING TODD COUNTY TO ENTER INTO A FULL-VOTING MEMBERSHIP AGREEMENT WITH SOURCEWELL

WHEREAS, Sourcewell is a statutory service cooperative and local unit of government established pursuant to Minnesota Statutes Section 123A.21 for the purpose of serving local governments, school districts, and nonprofit organizations within Region 5; and

WHEREAS, Todd County is eligible to become a Full-Voting Member of Sourcewell pursuant to Minnesota Statutes Section 123A.21 and the Sourcewell Bylaws; and

WHEREAS, Full-Voting Membership provides Todd County with the opportunity to participate in Sourcewell programs and services, including but not limited to cooperative purchasing, professional development opportunities, Region 5 rebate programs, and other services offered by Sourcewell; and

WHEREAS, Full-Voting Membership provides Todd County with the right to nominate and vote for members of the Sourcewell Board of Directors in accordance with Minnesota Statutes and Sourcewell Bylaws; and

WHEREAS, the Todd County Board of Commissioners has reviewed the proposed Full-Voting Membership Agreement and finds participation to be in the best interests of Todd County and the residents it serves.

NOW, THEREFORE, BE IT RESOLVED, that the Todd County Board of Commissioners hereby approves entering into the Sourcewell Full-Voting Membership Agreement; and

BE IT FURTHER RESOLVED, that the Chairperson of the Todd County Board of Commissioners and the Todd County Coordinator and/or appropriate County officials are hereby authorized to execute the Full-Voting Membership Agreement and any related documents necessary to effectuate this membership on behalf of Todd County.

Adopted by the Todd County Board of Commissioners this 19th day of May, 2026.



SOURCEWELL Full-Voting Membership Agreement

This Full-Voting Member Agreement (hereinafter "Agreement") is entered into between Sourcewell, a statutory service cooperative and local unit of governmental created by Minnesota Statute section 123A.21, and _____

(ENTITY NAME, ENTITY TYPE)

(ENTITY ADDRESS)

(hereafter, "Full-Voting Member"). Sourcewell and Full-Voting Member may be referred to as "parties."

1. **Definitions.**
 - a. **Full-Voting Member:** A Full-Voting Member of Sourcewell is a public school district, city, county, or other governmental unit as defined in Minnesota Statute Section 471.59 located within the counties of Cass, Crow Wing, Morrison, Todd or Wadena (Region 5) and represented by its governing body.
 - b. **Sourcewell:** A service cooperative and local unit of government created by Minnesota Statute Section 123A.21. Sourcewell exists to serve local governments, school districts and non-profits in Region 5. The care, management, and control of Sourcewell is vested in a board of directors, elected by the Full-Voting Members and consists of eight elected public officials.
2. **Purpose.** The purpose of this Agreement is to establish the rights and responsibilities of a Full-Voting Member of Sourcewell. Full-Voting Members must provide Sourcewell with an approved resolution from their governing body accepting this Agreement.
3. **Right to Nominate Candidates.** Full-Voting Members have the right to nominate an individual to serve on the Sourcewell Board of Directors. Nominations to the Board of Directors must comply with the requirements of Minnesota Statute Section 123A.21 and the Sourcewell Bylaws.
4. **Right to Vote.** Full-Voting Members have the right to vote for members of the Sourcewell Board of Directors. Voting must comply with the requirements of Minnesota Statute Section 123A.21 and the Sourcewell Bylaws.
5. **Participation in Programs and Services.** Full-Voting Members may participate in the programs and services offered by Sourcewell. Such programs and services include,

but are not limited to cooperative purchasing, professional development offerings, Region 5 rebate, and any programs or services offered by Sourcewell in compliance with Minnesota Statute Section 123A.21, Subdivision 7. Separate written agreements may be required for participation in some programs and services. A Full Member's participation in any programs and services offered by Sourcewell is voluntary.

6. Membership Not Exclusive. Nothing in this Agreement prevents Full-Voting Members from applying for membership with other Minnesota Service Cooperatives.
7. Financial Support. Financial support for operational and capital expenses and programs, products, services and solutions shall first be provided from revenue generating operations, as well as any supplementing private, state, or federal financial support as may be available. The Sourcewell Board of Directors may, in each fiscal year, for the purpose of meeting all or a portion of estimated operational and capital expenses, assess and certify to each Full-Voting Member, their proportionate share of such projected expenses. To the extent practicable, this share shall be based upon the extent of participation by each Full-Voting Member and shall take the form of an annual service fee. Each Full-Voting Member shall remit its assessment to the Board of Directors as determined by the Board of Directors. Any certified and assessed fee shall not cause a Full-Voting Member to exceed its maximum levy limitations set forth by law for the applicable fiscal year. Nothing in this section shall require the Board of Directors to certify and assess fees in any given fiscal year.
8. Prior Agreements. This Agreement is effective upon the date of last signature and will remain in effect unless or until Full-Voting Member withdraws from Sourcewell. At the date of last signature, all prior membership agreements existing between the parties will be terminated. A Full-Voting Member shall be bound by the terms of this Agreement during every fiscal year in which it is a member.
9. Amendments. Amendments to this Agreement must be in a writing, signed by all parties.
10. Withdrawal from Sourcewell. A Full-Voting Member may withdraw its membership from Sourcewell by a duly adopted resolution of its governing board provided to Sourcewell by e-mail, hand-delivery, and/or U.S. mail. The withdrawal must be received by February 1 to be effective on June 30 of that same year. Any such withdrawal is subject to these bylaws, and any terms and conditions of membership established by contract or policy existing at the time of withdrawal.

Sourcwell

Page 3 of 3

11. Obligations of Full-Voting Members Upon Withdrawal. Upon withdrawal, a Full-Voting Member is obligated for the share of expenses (if any) already certified to the withdrawing member for the fiscal year in which withdrawal occurs, as well as a pro-rated refund of any amounts paid toward general operations and overhead for the same fiscal year. If the certified expenses exceed the pro-rated refund, the withdrawing member is obligated to pay the difference. In no event shall a withdrawing Full-Voting Member be entitled to a refund greater than the amount paid in for the fiscal year in which withdrawal occurs. In no event shall a withdrawing Full-Voting Member be entitled to a refund of any amounts paid during prior fiscal years. No withdrawing Full-Voting Member shall be entitled to a distribution of any assets.

12. Dissolution of Sourcwell. Upon dissolution, only Full-Voting Members existing at the time of dissolution are responsible for any proportionate share of expenses and entitled asset distributions, as provided by Minn. Stat. § 123A.21, Subd. 9, and Minn. Stat. § 123A.24, Subd. 1 and 2, as may annually be allowed or assessed by Sourcwell's Board of Directors.

Full-Voting Member has read, understands and accepts these terms and the contents of the Sourcwell Bylaws.

Full-Voting Member Name

Sourcwell

Name: _____
 Address: _____
 Address: _____
 Phone: _____
 Fax: _____

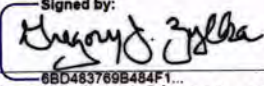
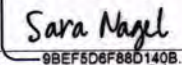
202 12th Street NE
 Staples, MN 56479
 218-894-5477
 218-894-3045

The undersigned parties hereby agree this day to the conditions above:

Authorized Signature

Title: _____

Date: _____

Signed by:

 6BD483769B484F1...
 Authorized Signature, Chair
 Sourcwell Board of Directors
 DocuSigned by:

 9BEF5D6F88D140B...
 Authorized Signature, Clerk/Treasurer
 Sourcwell Board of Directors



Sourcewell Bylaws

Contents

ARTICLE I 2

 CORPORATE ESTABLISHMENT AND CORPORATE NAME 2

ARTICLE II 2

 GEOGRAPHICAL BOUNDARIES AND SUB-REGIONS 2

ARTICLE III 3

 LEGAL ADDRESS AND SERVICE OF PROCESS 3

ARTICLE IV 3

 FISCAL YEAR AND AUDITS 3

ARTICLE V 4

 PUBLIC PURPOSE 4

ARTICLE VI 4

 MEMBERSHIP AND PARTICIPATION 4

ARTICLE VII 6

 FINANCIAL SUPPORT FROM FULL-VOTING MEMBERS 6

ARTICLE VIII 7

 RIGHTS AND OBLIGATIONS OF MEMBERS 7

ARTICLE IX 7

 GOVERNANCE 7

ARTICLE X 8

 ANNUAL REPORT AND PLAN 8

ARTICLE XI 8

 POWERS AND DUTIES OF THE BOARD OF DIRECTORS 8

ARTICLE XII 10

 ELECTIONS OF THE BOARD OF DIRECTORS 10

ARTICLE XIII 12

 MEETINGS OF THE BOARD OF DIRECTORS 12

ARTICLE XIV 13

 AUTHORITY AND DUTIES OF THE CHIEF EXECUTIVE OFFICER (CEO) 13

ARTICLE XV 15

 CHIEF PROCUREMENT OFFICIAL 15

ARTICLE XVI 15

 AMENDMENTS TO BYLAWS 15

REGION FIVE SERVICE COOPERATIVE BYLAWS

Public Corporation and Agency Name: SOURCEWELL

ARTICLE I

CORPORATE ESTABLISHMENT AND CORPORATE NAME

Section 1. Establishment and Name. Region Five Service Cooperative is established by law as a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling statutes provided for by the Minnesota Legislature in Minn. Stat. § 123A.21. The name of this local government unit, public corporation and public agency, and statutory service cooperative is Sourcewell. All exercise of statutory authority, conduct of business, establishment of policies, administration of services and programs, and execution of legal documents shall be done in the corporate name, as herein established, in accordance with law and as provided for in these bylaws from the date of final adoption.

Section 2. Prior Name. Prior to adoption of these bylaws, Region Five Service Cooperative was formerly known as National Joint Powers Alliance (NJPA) and has also been historically known as Educational Cooperative Service Unit 5 and North Central Service Cooperative. All contractual and other legal obligations incurred under a prior legal name may continue in that name but shall bind Sourcewell. Any renewal of a contractual or other legal obligation shall be made in the name Sourcewell.

Section 3. Existing Members. All Members defined by Article VI, whether Full Voting Members or Participating Entities, who joined Region Five Service Cooperative (Sourcewell, f/k/a NJPA, ECSU 5, NCSC) prior to the adoption of these bylaws shall retain membership status unless or until modified or terminated in accordance with the terms and conditions contained in these bylaws.

ARTICLE II

GEOGRAPHICAL BOUNDARIES AND SUB-REGIONS

Section 1. Boundaries. Pursuant to Minn. Stat. § 123A.21, Subd. 1, the geographical boundaries of Region Five Service Cooperative (Sourcewell) encompass the entirety of the Counties of Cass, Crow Wing, Morrison, Todd,

and Wadena in Minnesota. Sourcewell may, in accordance with law, establish operational locations outside the geographic boundaries of Region Five in furtherance of programs, products, services or solutions authorized by law and these bylaws.

Section 2. Sub-Regions. For purposes of elections conducted pursuant to Article XII of these bylaws, the Sourcewell Board of Directors may establish sub-regions within the geographical boundaries of Region Five by majority decision. Sub-regions shall be established in a manner intended to reasonably ensure proportional representation on the Sourcewell Board of Directors. In establishing sub-regions, the Board of Directors may distinguish between elections for school board representatives and non-school board representatives. Once established, sub-regions shall be reviewed annually by the Board of Directors no later than thirty (30) days prior to the opening of nominations for election. The Board of Directors may, in its sole discretion, confirm, modify or eliminate sub-regions from time-to-time in accordance with law and these bylaws.

ARTICLE III

LEGAL ADDRESS AND SERVICE OF PROCESS

Section 1. Address. The legal address of Sourcewell is:

Sourcewell
202 12th St. NE.
Staples, Minnesota 56479

The primary legal offices of Sourcewell shall be located at this address.

Section 2. Service of Process. Service of process shall be made in accordance with the procedural rules governing the action initiated by the pleadings or papers served. The Chief Executive Officer, or designee, may accept service of process in any manner allowed by the procedural rules governing the action initiated by the pleadings or papers served.

ARTICLE IV

FISCAL YEAR AND AUDITS

Section 1. Fiscal Year. The fiscal year for Sourcewell shall commence on July 1 and end on June 30 of each year.

Section 2. Audits. Sourcewell shall conduct annual audits pursuant to Minnesota law and in accordance with recognized best accounting practices.

ARTICLE V

PUBLIC PURPOSE

Section 1. Purpose. Consistent with Minn. Stat. § 123A.21, Subd. 2, the primary purpose of Sourcewell is to provide statutorily authorized programs, products, services, and solutions to assist in meeting the specific needs of members which they may not be able to provide for themselves alone. Sourcewell shall provide programs, products, services, and solutions which are determined to meet priority needs of its members and shall assist in meeting special needs which arise from fundamental constraints upon individual members. No earnings or interest of Sourcewell may inure to the primary benefit of any individual person or private entity.

ARTICLE VI

MEMBERSHIP AND PARTICIPATION

Section 1. Two Forms of Membership; Participation. Pursuant to Minn. Stat. § 123A.21, Subd. 2, membership in Sourcewell shall take two (2) forms: (i) Full-Voting Member; and (ii) Participating Entity.

Section 2. Full-Voting Member. A Full-Voting Member of Sourcewell is a public school district, city, county, or other governmental unit, as defined in Minnesota Statute section 471.59, located within the counties of Cass, Crow Wing, Morrison, Todd or Wadena (Region 5) and represented by its governing body.

Section 3. Participating Entity. A Participating Entity is a school district, city, county, or other governmental unit, as well as nonpublic school administrative unit, nonprofit agency or organization, and other partnership agencies or organizations, regardless of geographic location, who agree to participate in Sourcewell's programs, products, services and solutions in accordance with Section 5 of this Article. Participating Entities do not have governance rights, do not incur the obligations of Full-Voting Members, do not incur any of Sourcewell's organizational liability, and are not entitled to distribution of assets upon dissolution.

Section 4. Initiating Membership and Participation. Membership or participation in Sourcewell is initiated as follows:

- a. *Full-Voting Membership.* Any entity qualifying as a Full-Voting Member may join Sourcewell by executing a Full-Voting Member Agreement, and providing a duly adopted resolution of its governing body to the attention of the Chief Executive Officer by hand-delivery, e-mail, or U.S. mail.
- b. *Participating Entity.* Any qualifying Participating Entity may join Sourcewell by submitting an executed Participation Agreement, or an interlocal/joint powers agreement if requested by the Participating Entity.

Section 5. Membership and Participation Policies. Consistent with these bylaws, the Sourcewell Board of Directors may, by majority vote, establish policies and procedures governing terms and conditions of membership for Full-Voting Members and Participating Entities. With respect to each program, product, service or solution, the Sourcewell Board of Directors may, by majority vote, establish policies and procedures regulating access to such programs, products, services and solutions, including the cost thereof. Full-Voting Members shall be eligible to access and participate in, and may not be excluded from, any program, product, service or solution offered by Sourcewell, unless otherwise prohibited by law. With respect to Participating Entities, the Sourcewell Board of Directors may differentiate policies on the basis of need, geography, particular membership constituencies, or any combination thereof. Participation in programs, products, services and solutions is discretionary as to all Full-Voting Members and Participating Entities.

Section 6. Withdrawal from Membership. Members may withdraw from membership as follows:

- a. *Full-Voting Member Withdrawal.* A Full-Voting Member may withdraw its membership from Sourcewell by a duly adopted resolution of its governing board provided to Sourcewell by e-mail, hand-delivery, and/or U.S. mail. The withdrawal must be received by February 1 to be effective on June 30 of that same year. Any such withdrawal is subject to these bylaws, and any terms and conditions of membership established by contract or policy existing at the time of withdrawal.
- b. *Participating Entity Withdrawal.* Participating Entities may withdraw from Sourcewell in accordance with the policies established by the Sourcewell Board of Directors. Any such withdrawal is subject to these bylaws, and any terms and conditions established by contract or policy existing at the time of withdrawal. No withdrawing Participating Entity is entitled to a distribution of any assets or other payment because of withdrawal.

- c. *Obligations of Full-Voting Members Upon Withdrawal.* Upon withdrawal, a Full-Voting Member is obligated for the share of expenses (if any) already certified to the withdrawing member for the fiscal year in which withdrawal occurs, as well as a pro-rated refund of any amounts paid toward general operations and overhead for the same fiscal year. If the certified expenses exceed the pro-rated refund, the withdrawing member is obligated to pay the difference. In no event shall a withdrawing Full-Voting Member be entitled to a refund greater than the amount paid in for the fiscal year in which withdrawal occurs. In no event shall a withdrawing Full-Voting Member be entitled to a refund of any amounts paid during prior fiscal years. No withdrawing Full-Voting Member shall be entitled to a distribution of any assets.
- d. *Dissolution.* Upon dissolution, only Full-Voting Members existing at the time of dissolution are responsible for any proportionate share of expenses and entitled asset distributions, as provided by Minn. Stat. § 123A.21, Subd. 9, and Minn. Stat. § 123A.24, Subd. 1 and 2, as may annually be allowed or assessed by Sourcewell's Board of Directors.

ARTICLE VII

FINANCIAL SUPPORT FROM FULL-VOTING MEMBERS

Section 1. Financial Support. Financial support for operational and capital expenses and programs, products, services and solutions shall first be provided from revenue generating operations, as well as any supplementing private, state, or federal financial support as may be available. The Sourcewell Board of Directors may, in each fiscal year, for the purpose of meeting all or a portion of estimated operational and capital expenses, assess and certify to each Full-Voting Member their proportionate share of such projected expenses. To the extent practicable, this share shall be based upon the extent of participation by each Full-Voting Member and shall take the form of an annual service fee. Each Full-Voting Member shall remit its assessment to the Board of Directors as determined by the Board of Directors. Any certified and assessed fee shall not cause a Full-Voting Member to exceed its maximum levy limitations set forth by law for the applicable fiscal year. Nothing in this section shall require the Board of Directors to certify and assess fees in any given fiscal year.

Section 2. Service Contracts. Nothing in this section shall limit the ability of the Board of Directors to enter or authorize contracts for purposes of delivering services or shared services and negotiating reasonable contractual costs for the same separately with Full-Voting Members.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF MEMBERS

Section 1. Rights and Obligations of Full-Voting Members. Full-Voting Members are entitled to nominate eligible persons to serve on the Sourcewell Board of Directors. Full-Voting Members are eligible to participate in elections for Board of Directors. Full-Voting Members are responsible for any proportionate share of expenses and are entitled to asset distributions upon dissolution. Except as may otherwise be provided by law, at their discretion, Full-Voting Members are entitled to participate in programs, products, services and solutions provided by Sourcewell without limitation, but subject to the terms and conditions of participation established by policy or policies of the Board of Directors.

Section 2. Rights and Obligations of Participating Entities. Participating Entities shall not nominate anyone to serve on the Sourcewell Board of Directors. Participating Entities may not vote in elections or on any matters of Sourcewell governance. Participating Entities are not responsible for any proportionate share of expenses and are not entitled to asset distributions upon dissolution. Participation in programs, products, services and solutions by Participating Entities may be limited by the terms and conditions of applicable contracts and Sourcewell policies.

ARTICLE IX

GOVERNANCE

Section 1. Governing Board. The care, management, and control of Sourcewell shall be vested in a Board of Directors, composed of eight (8) members elected by the Full-Voting Members, in accordance with law and these bylaws. Six (6) directors of the Board of Directors shall be current school board members from school districts which are also Full-Voting Members of Sourcewell located within Region Five. Two (2) directors of the Board of Directors shall be individuals from the current governing bodies of cities, counties, and other governmental units as defined in Minn. Stat. § 471.59, which are also Full-Voting Members of Sourcewell located within Region Five.

Section 2. Ex Officio Members to the Board. The Sourcewell Board of Directors may, at its discretion, appoint up to three (3) individuals to its Board of Directors as nonvoting ex officio members for purposes of advisory participation from a cross section of Full-Voting Members. If one (1) such individual is appointed, then the individual shall be a current Superintendent from a Full-Voting Member school district. If two (2) such members are appointed, then one (1) shall be a current Superintendent from a Full-Voting Member school district and one (1) shall be a current Administrator of a city, county, or other governmental unit as defined in Minn. Stat. § 123A.21, which is also a current Full-Voting Member. If three (3) such members are appointed, then two (2) shall be current Superintendents from Full-Voting Member school districts and one (1) shall be a current Administrator of a city, county, or other governmental unit as defined in Minn. Stat. § 471.59, which is also a Full-Voting Member. The term of any appointed ex officio, nonvoting member shall be two (2) years.

ARTICLE X

ANNUAL REPORT AND PLAN

Section 1. Annual Report and Plan. Consistent with Minn. Stat. § 123A.21, Subd. 5(i) and 7, the Board of Directors shall review and approve an annual report. The report and plan should contain an evaluation of the effectiveness of programs, products, services, and solutions provided to Full-Voting Members during the preceding fiscal year. The report and plan may identify the programs, products, services, and solutions which are recommended for implementation during the following year and may contain components of long-term planning.

ARTICLE XI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers of the Board. The Sourcewell Board of Directors has all powers provided for by law, including but not limited to, the authority to:

- a. Exercise all powers enumerated in Minn. Stat. § 123A.21, specifically, Minn. Stat. § 123A.21, Subd. 7;
- b. Delegate to the Sourcewell Chief Executive Officer (CEO), or his or her designee, all powers, authority, responsibilities and duties as it deems necessary and proper;
- c. Provide adequate office, service center, and administrative facilities by lease, purchase, gift, or otherwise;

- d. Establish an annual budget for each fiscal year;
- e. Approve the use of administrative fees for any purpose allowed by law;
- f. Certify and assess fees in accordance with law and these bylaws;
- g. Hire a CEO, set compensation, and provide employment benefits to the same;
- h. Employ personnel as necessary to support general operations and the programs, products, services, and solutions offered by Sourcewell and to set compensation and provide employment benefits to the same;
- i. Make application for, accept, and expend private, state, and federal funds that are available for programs of the members;
- j. Accept gifts and donations for the benefit of the public corporation and agency, subject to limitations imposed by law;
- k. To acquire real and personal property for the benefit of this public corporation and agency and its members;
- l. To prosecute, defend or settle all actions and claims in courts of law and other legal forums;
- m. To appoint special advisory committees composed of superintendents, central office personnel, building principals, teachers, parents, laypersons, and representatives from cities, counties and other government agencies;
- n. To enter into contracts with school boards of local education agencies, including school districts outside of the geographic boundaries of Region Five;
- o. To enter into joint powers contracts and relationships with other qualifying entities in Minnesota and throughout the United States;
- p. To enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services;
- q. To establish cooperative, working relationships, and partnerships with post-secondary educational institutions, other public agencies, business, and industry and may appoint special and advisory committee representatives of these partners;

- r. To procure insurance against liability of the public corporation and agency, as well as its directors, officers, employees, and agents;
- s. To join governmental, joint powers, pooled risk organizations, as provided for by Minn. Stat. § 471.59;
- t. To employ qualified professionals, including but not limited to, attorneys, accountants, and other consultants;
- u. To select advisory councils or committees to give advice and counsel to the Board of Directors comprised of representatives from public and non-public schools, cities, counties, and other governmental units, as well as representatives from strategic business partners;
- v. To the extent possible, make technical assistance for long-term planning available to Full-Voting Member government agencies upon request and shall establish a common base for local and regional decision-making; and
- w. To the extent permitted by these bylaws, to amend the bylaws of Sourcewell.

Section 2. Duties of the Board. The Board of Directors shall exercise all powers in a manner necessary to carry out all duties imposed upon it by law.

Section 3. No Limitation on Authority. Article XI shall not be construed as a limitation on any authority of the Board of Directors provided by law.

Section 4. Contracting Authority; Delegation. The Board of Directors is the contracting authority for Sourcewell. This authority may be delegated in accordance with Minnesota law.

ARTICLE XII

ELECTIONS OF THE BOARD OF DIRECTORS

Section 1. Terms of Office; Vacancies. Members of the Sourcewell Board of Directors are elected to four (4) year terms. A schedule of terms of office for each director seat shall be maintained at the legal offices for Sourcewell and be available for public inspection. Members shall begin their term in February following the election and qualification to office and shall serve until a successor is elected and qualified. A vacancy on the Board of Directors which results in an unexpired term may be filled by appointment of the Board of Directors. The

duration of any such appointment shall be until the next annual election during which the seat is scheduled for election. An election, following appointment, shall be for the unexpired term of office and no vacancy filled by appointment shall cause any established term of office to be extended.

Section 2. Nominations for Candidacy. Each candidate for election to the Sourcewell Board of Directors shall be nominated by a petition or resolution adopted by a majority of the governing body of a Full-Voting Member. All persons nominated must be currently elected officials as of January of the election year and remain eligible for the duration of their term. The petition shall identify the Full-Voting Member entity from which a candidate has been nominated, the name of the candidate, and a brief description of the candidate's background, experience, and qualifications. Nominations must be submitted to the Chief Executive Officer in the manner prescribed by the annual election calendar approved by the Board of Directors.

Section 3. Timing and Administration of Elections. The Board of Directors shall approve an annual election calendar at its February organizational meeting, setting forth nomination and election dates for that year. At its October meeting, the Board of Directors shall formally call for nominations and appoint two election judges to oversee the process. The nomination and election period shall follow the approved calendar, ensuring sufficient time for notice, submission of nominations, distribution of ballots, and tabulation of votes. Ballots for the election to the Board of Directors shall be delivered to Full-Voting Members no later than ten (10) days before the close of the election. Elections shall conclude no later than the first week of February, and results shall be certified at the February organizational meeting. No more than two (2) seats shall be up for election in any given year.

Section 4. Election of School Board Directors. The six (6) school board directors shall be elected as follows from each of the three (3) school district sub-regions established within the geographic boundaries of Region Five pursuant to Article II. Every current school board member from Full-Voting Member school districts is eligible to vote in elections occurring within their appropriate and respective sub-region.

Section 5. Election of Non-School Board Directors. Each Full-Voting Member that is a city, county, or other governmental unit as defined in Minn. Stat. § 471.59, may nominate elected officials from its governing body to serve on the Sourcewell Board of Directors. Each nomination shall be by majority vote of the governing body of the Full-Voting Member. The governing body of every non-school board Full-Voting Member is entitled to cast one (1) organizational vote in elections occurring within their appropriate and respective electoral district.

Section 6. Qualification to Board. All voting directors shall remain publicly elected officials from within the geographic boundaries of Region Five. Should any voting director lose his or her elected position for any reason, then a vacancy shall immediately occur and shall be filled in accordance with law and these bylaws.

ARTICLE XIII

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Organizational Meeting. Each year following elections and upon qualification of new directors to office, at the call of the Sourcewell Chief Executive Officer, the Sourcewell Board of Directors shall meet and hold an organizational meeting. At the organizational meeting, the following business shall be conducted:

- a. Canvass election results and approve election certificates;
- b. Elect a chairperson; a vice-chairperson; a clerk/treasurer (officers of the Board of Directors). To the extent practicable, no two (2) directors shall be from the same Voting Member governing body;
- c. Make committee appointments;
- d. Appoint ex officio, nonvoting directors as provided for in Article IX, Section 2;
- e. Set board compensation, mileage reimbursement, and per diem rates;
- f. Set a schedule of regular meetings;
- g. Set any timelines required by law, these bylaws, or as the Board of Directors shall deem practical and expedient;
- h. Designate official depositories;
- i. Designate the official newspaper, provided that the organizational website shall be used whenever legally permissible and sufficient;
- j. Designate a chief procurement official;
- k. Designate legal counsel;
- l. Designate an auditor;
- m. Authorize electronic, digital, or facsimile signatures;
- n. Authorize and delegate legal representative duties;
- o. Establish, confirm, review, or modify sub-regions; and

- p. The Board of Directors shall also conduct any other necessary organizational business.

The minutes of the organizational meeting may be duly approved at any subsequent regular meeting of the Board of Directors.

Section 2. Meetings. The Board of Directors shall meet at the call of the chairperson or any three (3) members of the Board of Directors. An electronic agenda shall be sent to each member at least five (5) days prior to the meeting of the Board of Directors. Matters of emergency nature or practical urgency not on the agenda may be considered at the time of the meeting.

- a. A quorum at any meeting with members of the Board of Directors shall consist of a majority of the elected Board of Directors;
- b. The order of business at the board meetings shall be as determined by the Board of Directors;
- c. The meetings of the Board of Directors at which official action is taken shall be public meetings and no person shall be excluded therefrom; and
- d. To the extent practicable, the rules of parliamentary procedure in the latest edition of Robert's Revised Rules of Order shall govern the Board of Directors and advisory committees and councils in their deliberations in all matters, except as otherwise provided in these bylaws. Rules may be amended at any meeting by a majority vote. The order of business may be suspended at any meeting by majority decision.

Section 3. Record of Proceedings. Meeting minutes of the Board of Directors shall be posted online to the Sourcewell website. The minutes of the preceding meeting shall be reviewed, corrected if necessary, and a copy of all motions and the names of the director(s) making and seconding motions shall be recorded.

ARTICLE XIV

AUTHORITY AND DUTIES OF THE CHIEF EXECUTIVE OFFICER (CEO)

Section 1. Authority and Duties. The Sourcewell Board of Directors shall hire a Chief Executive Officer, and such number of other personnel as may be deemed necessary. The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation, and

disability leave. The Sourcewell Chief Executive Officer shall, under the direction of the Board of Directors, exercise the following responsibilities and duties:

- a. Perform and exercise all duties and responsibilities delegated to the CEO by the bylaws or by separate action of the Board of Directors;
- b. Act as secretary and executive officer of the Board of Directors;
- c. Attend all regular and special meetings of the Board of Directors when so required by the Board and advise the Board of all questions under consideration;
- d. Serve as ex-officio member of all advisory committees or councils appointed by the Board of Directors;
- e. Provide for the keeping of minutes of the Board of Directors meetings, recording all proceedings and official actions in a manner required by law and keeping such records as may be necessary;
- f. Act as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof;
- g. Act as the legal representative for state and federal programs;
- h. Prepare and present the business to be acted upon at meetings of the Board of Directors;
- i. Maintain supervisory custody of the funds of the Board of Directors;
- j. Enter into all membership agreements and extend annual renewals for contracts pending Board of Directors consideration;
- k. Write drafts against funds only for expenditures properly approved by the Board of Directors;
- l. As bonded by the Board of Directors, make financial records of the Board available at all times and submit them annually for audit;
- m. Prepare and submit an itemized budget for approval by the Board of Directors; and
- n. Promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types of public service and to suggest needed changes and improvements identified by member government agencies.

ARTICLE XV

CHIEF PROCUREMENT OFFICIAL

Section 1. Designation. The Sourcewell Board of Directors may, through policy or resolution, designate a chief procurement official to administer a cooperative purchasing and contracting program as authorized by Minn. Stat. § 123A.21, Subd. 7(a)(23).

Section 2. Powers and Duties. Upon designation, the official is hereby designated to:

- a. Competitively solicit contracts in categories called for by the Board of Directors;
- b. Award all competitively solicited contracts, without limitation;
- c. In consultation with the Sourcewell CEO and General Counsel, propose and implement changes to the cooperative purchasing and contracting program intended to increase efficiency, regulatory compliance, and member value; and
- d. Propose budgetary modifications necessary to meet member needs.

ARTICLE XVI

AMENDMENTS TO BYLAWS

Section 1. Process for Amending Bylaws.

- a. These bylaws may be amended by the affirmative vote conducted via a recorded roll call of two-thirds of the Sourcewell Board of Directors, provided that the substance of the proposed amendments shall have been submitted in writing to each Director at least ten (10) days prior to such vote.

Officially adopted by the Board of Directors January 12, 1978.

First Amendment approved May 29, 1990.

Second Amendment approved March 25, 1991.

Third Amendment approved April 27, 1992.

Fourth Amendment approved September 25, 1995.

Fifth Amendment approved September 28, 1998.

Sixth Amendment approved April 13, 2005.

Seventh Amendment approved April 14, 2010.

Eighth Amendment approved April 6, 2011.

Ninth Amendment approved April 10, 2013.

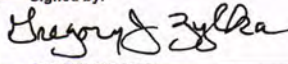
Tenth Amendment approved April 13, 2016.

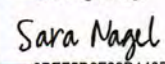
Eleventh Amendment approved April 11, 2018.

Twelfth Amendment approved on April 11, 2019.

Thirteenth Amendment approved on April 23, 2025.

Fourteenth Amendment approved on December 16, 2025.

Signed by:

12/17/2025 | 2:54 PM CST
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Chair, Board of Directors

DocuSigned by:

12/17/2025 | 5:42 PM CST
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Clerk, Board of Directors



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i> 20260519-30
☒ Action/Motion	☐ Report	
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Approve Addendum To Lease for Long Prairie Hockey Association
Date of Meeting: May 19 th , 2026		Total Topic Time Requested: 5 minutes
Organization / Department Requesting Action: Long Prairie Hockey Association		
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator		
Background: <i>Supporting Documentation enclosed</i> ☒		
The Long Prairie Hockey Association (LPHA) has requested to rent Locker Rooms 3, 4, and 5 in the Expo Building, totaling 964 square feet. The County Attorney has prepared an Addendum to the existing Long Prairie Hockey Association Expo Building Rental Agreement to reflect this additional space. The rental rate is \$ per square foot, resulting in a monthly fee of \$. The total lump sum cost for 5 months is \$. The Addendum term will run from April 1, 2026, through September 14, 2026, with no automatic renewal provision. A schematic drawing of the building is attached.		
Options:		
Approve the LPHA Lease Agreement Addendum with the presented terms and conditions.		
Do not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Becker	☐ Becker
Second:	☐ Neumann	☐ Neumann
☐ Passed	☐ Denny	☐ Denny
☐ Failed	☐ Noska	☐ Noska
☐ Tabled	☐ Byers	☐ Byers
☐ 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

Dear Commissioners,

I am writing on behalf of the Long Prairie Hockey Association (LPHA) regarding the proposed rental rate of **\$1.60 per square foot** for Locker Rooms 3, 4, and 5 in the Expo Building. We appreciate the County's willingness to work with us over many decades, and we hope to continue that partnership in a way that is fair, sustainable, and aligned with the purpose of both organizations.

After reviewing the proposed rate, the Association has significant concerns. As part of our due diligence, we conducted market research on storage rates within our region. The comparison is stark:

- **Midway Storage** – \$65/month for a 10×20 unit (200 sq ft) → **\$0.325 per sq ft**
- **BS Self Storage** (Long Prairie, Swanville, Little Falls) – \$75/month for 200 sq ft → **\$0.375 per sq ft**
- **Wildmen Properties (Jamie Flan)** – \$80/month for 200 sq ft → **\$0.40 per sq ft**

These rates represent the going market price for storage in our area. By contrast, the County's proposed rate of **\$1.60 per sq ft** is **four to five times higher** than any comparable storage option available locally.

As a **501(c)(3) nonprofit**, our mission is to serve the youth of Todd County and surrounding communities. While we are based in Long Prairie, our program includes children from **Osakis, Swanville, Browerville, and as far north as Eagle Bend**. We work hard to ensure that hockey remains accessible to all families, regardless of income. This includes:

- Providing **free equipment** to any child who needs it
- Keeping registration fees **up to 75% lower** than communities within a 75-mile radius
- Relying heavily on fundraising through raffle ticket sales, croissant sandwiches, advertising, and charitable gambling

Every dollar we spend on overhead is a dollar not spent on kids, equipment, ice time, or community programming.

Given the market rates and our nonprofit mission, we believe a rate of **\$0.50 per square foot**—approximately **\$482 per month**—is a fair and equitable amount for the space in question.

Proposal for an Escrow Partnership

We would also like to propose a collaborative solution that benefits both LPHA and Todd County.

If the County maintains the current proposed rate of **\$1,542.40 per month**, we respectfully request that **\$1,156.80** of that amount be placed into a dedicated **Expo Building Improvement Escrow Account**, leaving **\$385.60** (equivalent to the high end of market storage rates at \$0.40 per sq ft) to go to the County's general fund or another account of your choosing.

The escrow account would be used specifically for **renovations and improvements to the Expo Building**, particularly the locker rooms and hallway. LPHA would also contribute financially to these improvements. This approach would allow both parties to invest in the long-term condition and usefulness of the facility.

A History of Partnership

Working together on facility improvements is not new for us. In fact, it is part of our shared history:

- In **1991**, LPHA contributed **\$23,000** and secured a grant to construct the existing 20×220 south-side addition to the Expo Building.
- In **1993**, LPHA partnered with the County to install the compressors needed to chill the ice. The Association paid for the compressors as well as the cement throughout the building.
- Since **1977**, LPHA has worked hand-in-hand with the County and the Ag Society to maintain and improve this facility.

We take great pride in the Expo Building. It is not just a rink—it is a community asset. Each year, we bring **thousands of visitors** to Todd County for games, tournaments, and events. We also open the rink **every Sunday for free public skating**, something almost no other rink in the region offers.

A Request for Fairness

We respectfully ask the Board to consider a rental option that reflects:

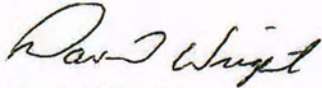
- The true market rate for storage in our area
- The nonprofit mission of LPHA
- The economic and social value we bring to Todd County
- Our long history of investing in and improving the Expo Building

- Our willingness to continue partnering with the County through an escrow-based improvement plan

We are committed to working collaboratively to find a solution that is equitable for both the Association and the County. We would welcome the opportunity to discuss this further at your convenience.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Wright".

David Wright

Chairperson

Long Prairie Hockey Association

LEASE AGREEMENT ADDENDUM I

This Lease Agreement Addendum I ("Addendum I") is made and entered into this 1st day of April, 2026 between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and Long Prairie Hockey Association (hereinafter the Lessee), as an addendum to the Lease Agreement Between Lessor and Lessee, dated September 15, 2024.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Premises:** Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described Premises ("the Premises"): meeting rooms described as Room 1, Room 2, and Room 3 and depicted in Attachment A, at Expo Building located at the Todd County Fairgrounds, Long Prairie, MN.
2. **Attachments:** A schematic drawing of the building is attached to this lease agreement and is hereby incorporated by reference as Attachment A.
3. **Term:** The term of this Lease shall be from April 1, 2026 through September 14, 2026. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in writing signed by both parties. It is agreed that unless the parties arrive at a new lease on or before July 31st, this lease shall continue under the same terms of the current lease, at the option of the Lessor until a new agreement is agreed upon.
4. **Rent:** The Lessee agrees to pay to the Lessor \$ as rent for the Premises starting April 1, 2026, which rent shall be paid in one non-refundable lump sum.
5. **Possession:** Under the terms of this lease, the lessee shall have possession of the Premises as outlined in Section 1 for the Term as outlined in Section 3, and for the sole purpose of off-season storage. The Lessor reserves the right to enter the premises at any time to inspect and maintain the premises. The Lessor further reserves the right to require Lessee to submit a list of contents and to decline items deemed to be harmful or to cause damage to the Premises. The Lessee shall request access to the Premises through Facilities Supervisor, Auditor/Treasurer, or designated authority. The Lessee shall not have keys to the Premises.
6. **Insurance:** The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee's own contents. Lessee shall provide liability insurance.
7. **Hold Harmless Agreement:** The Lessee 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 act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of any activities on the lease Premises for the contract period.
8. **Applicable Law:** This Lease shall be interpreted and governed according to the laws of the State

of Minnesota, without regard to its choice of law provisions. Minnesota shall be the forum for any lawsuits or claims arising under this Lease.

9. Termination: The Lessee or Lessor shall have the right to terminate this lease with 90 days written notice, without cause.
10. Assignment: This Lease may be assigned, transferred or conveyed by the Lessee with the written consent of the Lessor.
11. Non-discrimination: Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. Lessor warrants that the Premises are physically accessible to individuals with disabilities. The Lessee encourages the Lessor in the employment of individuals with disabilities.
12. Non-waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.
13. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.
14. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.
15. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.
16. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount of

damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.

17. Holdover: If Lessee remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.
18. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.
19. Taxes: The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.
20. Surrender: At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear accepted.
21. Notice: Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lessor: Todd County Auditor/Treasurer
 215 1st Avenue South Suite 201
 Long Prairie, MN 56347

To Lessee: Long Prairie Hockey Association President
 Long Prairie Hockey Association
 PO Box 103
 Long Prairie, MN 56347

or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

22. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.
23. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.
24. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means

an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

25. Utilities: The Lessor and Lessee mutually agree the lease is for storage purposes, and use of utilities is not needed for storage purposes.
26. Default: Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction.
27. Lessor's Covenants: Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water, and a sound physical structure, and to maintain the grounds.
28. Access: Lessee shall have non-exclusive access to rooms described in Section 1 and depicted in Attachment A. Lessee shall gain access through coordination with Facilities Supervisor or Auditor/Treasurer or authorized designee.
29. Documentation: Lessor shall provide to Lessee at the time of signature of this Lease a completed and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.
30. Alterations: Any alterations that the Lessee desires to make to Premises shall be made at the Lessee's own expense, after having first obtained written approval and consent of the Lessor, and all such alterations, additions and changes, which shall include erection of any states, electric writing or lighting systems, are to immediately merge and become a permanent part of realty, and all interest of Lessee therein shall become immediately vested in Lessor.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this ____ day of _____.

COUNTY OF TODD

LONG PRAIRIE HOCKEY ASSOCIATION

By: _____
County Board Chair

By: _____
President

By: _____
County Auditor-Treasurer

By: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
County Attorney



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office) 20260519-31
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☒ Other Closed Session	
Agenda Topic Title for Publication:		Closed Session - Department Head Performance Evaluations
Date of Meeting: May 19, 2026		Agenda Time Requested: 2 Hours ☐ Consent Agenda
Organization / Department Requesting Action: Commissioners		
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator		
Background: Supporting Documentation enclosed ☐		
The Todd County Board of Commissioners will hold a closed session pursuant to Minnesota Statute 13D.05 Subd. 3(a) for the purpose of evaluating the performance of an individual subject to the Board's authority.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: The Todd County Board of Commissioners approves the following by Motion: Enter into closed session pursuant to MN Statute 13D.05 Subd. 3(a) at 10:03 a.m.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ 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