



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, September 15, 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.

Agenda Item #		Agenda Time:
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 - September 1, 2026	
4.2	Resignation - Seasonal Worker Elizabeth Perish 08/14/2026	
4.3	Hire Laura Bunde, Administrative Specialist Start date: TBD	
4.4	Hire Eligibility Worker - Jessica Scherping Start date: TBD	
4.5	Hire Eligibility Worker - Kimberly Orozco Start date: TBD	
5	County Auditor-Treasurer	9:05
5.1	Auditor Warrants - August 2026	
5.2	Commissioner Warrants	
5.3	Health & Human Services Commissioner Warrants	
5.4	Health & Human Services SSIS Warrants	
5.5	Repricing Tax Forfeited Land Auction	
6	County Sheriff	9:10
6.1	Revise the Sheriff's Office Organizational Chart	
7	Solid Waste	9:15
7.1	Fence Installation-Recycle Drop Site	
7.2	Floor Drain Filter System	
8	Planning & Zoning	9:20
8.1	September Planning Commission Information	
8.2	Sandgren Request for Rezoning	
8.3	Pratt Request for CUP	
8.4	Raber Request for CUP	
8.5	Swart Request for CUP	
8.6	Miller Request for CUP	
8.7	Amendment to Section 9.04 Prohibited Structures	
9	Health & Human Services	9:30
9.1	Resolution to Support Arrows Family Funding Application	
10	Administration	9:35
10.1	Renew Lease for Long Prairie Hockey Association	
10.2	2025-2027 Teamsters Sheriff's Supervisors	
11	Finance Committee	9:45
11.1	Discontinue Annual Funding to the New Long Prairie Shop Savings Account	
11.2	2027 Preliminary Levy	
11.3	Truth in Taxation Hearing - Date Establishment	

Commissioners may be in the Commissioner's Board Room prior to the board meeting proceedings.

1 of 178

The County Board will open the meeting at the posted time and reserves the right to alter the agenda schedule for business needs.

over



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BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

12 Closed Session

10:00

12.1 Closed Session - Consideration of Valuation and Potential Sale of County Property

The Commissioners will hold a closed session pursuant to Minnesota Statute 13D.05, Subd 3(c) to determine the asking price and consider potential sale of Todd County property.

Standing Reports

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

Adjourn



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-01
Agenda Topic Title for Publication:		Meeting Minutes Approval - September 1st, 2026
Date of Meeting: September 15 th , 2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Minutes for the following meetings are attached: September 1 st , 2026		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Todd County Board of Commissioner's Meeting Minutes for September 1 st , 2026 as presented.		
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



WHERE THE FOREST MEETS THE PRAIRIE

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*Minutes of the Meeting of the Todd County Board of Commissioners held on
September 1st, 2026*

Public Comment

Dean Schultes expressed concerns regarding the after-the-fact permitting process that occurred on a parcel near Lake Latimer despite concerns being raised.

Call to Order

The Todd County Board of Commissioners met in the Commissioner's Board Room in the City of Long Prairie, MN on the 1st day of September, 2026 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance. All Commissioners were present except Commissioner Denny.

Approval of Agenda

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

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for August 18th, 2026 as presented.

To approve a one day Dance License for Saukinac Campground at the address of 21914 Bay Loop, Sauk Centre, MN in Kandota Township effective September 6th, 2026.

GAMBLING PERMIT – SWANVILLE INNOVATIVE SCHOOLS PROJECT

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Swanville Innovative Schools Project through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Swanville Innovative Schools Project to hold a raffle event at the Shattuck's Hub Supper Club in Burnhamville Township at the address 30905 Co Rd 13 Burtrum, MN on October 31st, 2026.

Approve the resignation of Eli Johnson as Clerical/Records Intern effective August 21, 2026.

Accept the resignation of Reilly Jones PT Jailer effective 9/01/2026.

Accept the resignation of Marshall Carlson Seasonal Rec Position 8/02/2026.

Hire Carter Lenk for the FT Correctional Officer Position effective 9/06/2026.

Hire Boe Garthus for the Investigator Position effective 9/06/2026.

Accept Brandon Cline resignation effective 08/20/2026.

Accept Chet Hudalla resignation effective 08/19/2026.

Approve the hiring of Mr. Jason Biel to fill the vacant Public Work mechanic position at Grade G, Step H (\$34.59/hour).

Auditor-Treasurer

On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404654 through 404668 in the amount of \$18,190.37 and (Regular) 60036 through 60068 in the amount of \$19,176.39 for a total of \$37,366.76.

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 807794 through 807835 and (Regular) 714433 through 714473 for a total of \$98,007.35.

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 602087 through 602095 and (Regular) 519077 through 519100 for a total amount of \$118,622.34.

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: To set the County Fee Schedule Public Hearing for October 6, 2026 to being at 9:15 a.m. in the County Commissioners Board Room and instruct all appropriate legal notices be generated and published accordingly.

Great River Regional Library

Brandi Canter and Addie Carlson provided an update to the County Board regarding Great River Regional Library's 2027 Budget for discussion.

MIS

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To approve the purchase of Veeam data cloud for Microsoft 365.

Public Works

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

Final Payment Authorization – 2026 Pavement Marking Maintenance Contract

WHEREAS, the contract with Sir Lines-A-Lot, LLC for the 2026 Pavement Marking Maintenance Contract known as CP 77-26-03 located on various routes in Todd County, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled and completed in 2026 with the value of the total work certified being \$215,395.10, and;

WHEREAS, partial payments amounting to \$181,803.51 have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that \$33,591.59 still remains to be paid to Sir Lines-A-Lot, LLC.

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.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To set the 2026 Fall Road Meeting for November 5, 2026 at 8:30 AM at the Long Prairie Shop.

Facilities

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: Accept the low bid from Busker Concrete for a total replacement cost of \$17,485.

Ditch/Ag Inspector

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

Hold Harmless Agreement – Ditch Maintenance – County Ditch 33

WHEREAS, Wally & Lorie Miller, parcel 20-0031200 and Triple M Dairy Inc, parcel 20-0031700 are requesting to maintain approximately 4,041 feet of the Main Ditch, on County Ditch 33 in Reynolds Twp, section 29. A Hold Harmless Agreement has been signed and submitted to the Ditch Authority, and;

WHEREAS, an onsite inspection has been done, and;

WHEREAS, applicant is allowed to maintain the drainage ditch to the original width and depth. 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. Spoil may be side cast and leveled, staying within 16 ½ feet of the ditch.

NOW, THEREFORE BE IT RESOLVED, the Todd County Ditch Authority gives permission to Wally & Lorie Miller (parcel 20-0031200) & Triple M Dairy Inc (parcel 20-0031700) to maintain a portion of the Main Ditch of CD33 located in Reynolds Twp section 29. The maintenance will be done on their own properties at their own expense.

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous vote: Approves the CAI pursuing the County Agricultural Inspector Grant by submitting an application.

Planning & Zoning

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: Adopt the Agreement of Services and authorize the Chair to sign for the Leaf, Wing, Red Eye Watershed Agreement.

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

Final Plat Approval – “Halves” Subdivision

WHEREAS, Applicant Jeffrey A. Halverson applied to subdivide a property owned by Jeffrey A. & Karen J. Halverson, Trustees of the Jeffrey A. Halverson and Karen J. Halverson Revocable Trust that is described as part of Section 18 of Villard Township with the plat to be known as “Halves”,

WHEREAS, Halves consists of two (2) lots; Block 1, Lot 1, 2.47± acres and Lot 2, 13.69± acres located in Shoreland Natural Environment and Residential-2 Zoning Districts,

WHEREAS, On July 2nd, 2026, the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

The South 300.00 feet of the South half of the Southwest Quarter (S1/2 of SW1/4) of Section 18, Township 133 North, Range 32 West, subject to reservations, restrictions, and easements of record.

WHEREAS, On July 21st, 2026, the Todd County Board of Commissioners considered the Preliminary Plat for the above described property and approved the Halves preliminary plat with two (2) conditions,

1. New accesses from the road shall be approved by the road authority prior to installation.
2. Applicant must abide by all other applicable federal, state, and local standards.

WHEREAS, the Planning & Zoning Department has completed the necessary final plat review and find that all items required for final plat approval have been completed.

NOW, THEREFORE BE IT RESOLVED, the final plat of “Halves” be approved as presented.

On motion by Noska and second by Neumann, the following resolution was introduced and adopted by unanimous vote:

Final Plat Approval – “Prairie Country Estates” Subdivision

WHEREAS, Applicant and property owners Impact Technology, represented by Randy Mechels, applied to subdivide a property that is described as part of Section 16 of Long Prairie Township with the plat to be known as “Prairie Country Estates”,

WHEREAS, consisting of five (5) lots; Block 1, Lot 1, 2.97± acres, Lot 2, 2.85± acres, Lot 3, 2.72± acres, Lot 4, 2.80± acres, and Lot 5, 3.50± acres located in Residential-2 Zoning.

WHEREAS, On June 4th, 2026, the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

That part of the Southeast Quarter of the Northwest Quarter of Section 16, Township 129 North, Range 33 West, described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter;

thence on an assumed bearing of North 0 degrees 45 minutes 07 seconds West along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 126.00 feet to the intersection with the north line of the south 126.00 feet of said Southeast Quarter of the Northwest Quarter, said intersection to be the point of beginning of the land to be described;

thence South 89 degrees 05 minutes 27 seconds West along said north line of the south 126.00 feet of the Southeast Quarter of the Northwest Quarter, a distance of 668.61 feet to a point that is distant 116.68 feet from the easterly right-of-way line of C.S.A.H. No. 5, as measured along said north line of the south 126.00 feet of the Southeast Quarter of the Northwest Quarter;

thence North 0 degrees 54 minutes 33 seconds West 141.05 feet to said easterly right-of-way line;

thence southwesterly along said easterly right-of-way line and along a non-tangential curve concave to the northwest, radius 769.42 feet, central angle 13 degrees 39 minutes 49 seconds, 183.49 feet, the

chord of said curve bears South 38 degrees 41 minutes 17 seconds West, 183.05 feet to said north line of the south 126.00 feet of the Southeast Quarter of the Northwest Quarter;

thence South 89 degrees 05 minutes 27 seconds West along said north line of the south 126.00 feet of the Southeast Quarter of the Northwest Quarter, a distance of 75.57 feet to the centerline of said C.S.A.H. No. 5;

thence northeasterly along said centerline and along a non-tangential curve concave to the northwest, radius 719.42 feet, central angle 54 degrees 50 minutes 02 seconds, 668.51 feet, the chord of said curve bears North 22 degrees 28 minutes 04 seconds East, 662.53 feet;

thence North 4 degrees 56 minutes 57 seconds West along tangent and along said centerline, 596.97 feet to the north line of said Southeast Quarter of the Northwest Quarter;

thence North 89 degrees 18 minutes 45 seconds East along said north line of the Southeast Quarter of the Northwest Quarter, a distance of 643.34 feet to the northeast corner of said Southeast Quarter of the Northwest Quarter;

thence South 0 degrees 45 minutes 07 seconds East along said east line of said Southeast Quarter of the Northwest Quarter, a distance of 1201.15 feet to the point of beginning.

WHEREAS, On June 16th, 2026, the Todd County Board of Commissioners considered the Preliminary Plat for the above described property and approved the Prairie Country Estates preliminary plat with two (2) conditions,

1. New accesses from the County road shall be approved by the road authority prior to installation.
2. Applicant must abide by all other applicable federal, state, and local standards.

WHEREAS, the Planning & Zoning Department has completed the necessary final plat review and find that all items required for final plat approval have been completed.

NOW, THEREFORE BE IT RESOLVED, the final plat of “Prairie Country Estates” be approved as presented.

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

**THE SAUK RIVER WATERSHED COLLABORATIVE WATERSHED BASED
IMPLEMENTATION FUND (WBIF) FISCAL YEAR (FY) 24 GRANT PERIOD EXTENSION
AND GRANT AGREEMENT AMENDMENT**

WHEREAS, Todd County adopted the Sauk River Comprehensive Watershed Management Plan (CWMP) for the area of the county identified within the Sauk River Watershed.

WHEREAS, the Sauk River CWMP called for the development and adoption of biennial work plans, to be completed by a Policy Committee established via the execution of a joint powers collaborative agreement amongst partnering entities implementing the Sauk River CWMP.

WHEREAS, Todd County entered into a joint powers collaborative agreement with partnering entities to implement the Sauk River CWMP, and under this agreement a Policy Committee was established to, amongst other duties, review and recommend approval of any modifications or additions to the grant agreement to collaborative partner's governing boards.

WHEREAS, Todd County has received notice from said Policy Committee that: 1) The FY2024 WBIF Grant Period Extension and Grant Agreement Amendment Request has been reviewed on August 20, 2026 and 2) the Policy Committee recommends approval of the same by each collaborative member's governing board.

NOW, THEREFORE, BE IT RESOLVED, Todd County hereby approves the submission of the Sauk River Watershed Collaborative's FY2024 WBIF Grant Period Extension and Grant Agreement Amendment Request to the Minnesota Board of Water and Soil Resources.

ALSO, BE IT RESOLVED, Todd County adopts the FY2024 WBIF Grant Period Extension and Grant Agreement Amendment upon approval of the Minnesota Board of Water and Soil Resources and the Sauk River Watershed Collaborative Fiscal Agent.

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

ADOPTION OF THE 2026 TODD COUNTY COMPREHNSIVE PLAN

WHEREAS, Minnesota Statutes 394.21 gives authority to Counties to carry out Planning and Zoning, and;

WHEREAS, Minnesota Statutes 394.23 gives authority to County Boards to prepare and adopt a comprehensive plan, and;

WHEREAS, the Todd County Board of Commissioners authorized hiring Region 5 Development Commission to serve as the plan writer for a comprehensive plan update, and;

WHEREAS, the Todd County Planning Commission has held a public hearing and reviewed the proposed Comprehensive Plan on July 2nd, 2026.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners has had the opportunity to review the draft Comprehensive Plan, and;

BE IT FURTHER RESOLVED, the Todd County Board of Commissioners hereby adopts the Todd County 2026 Comprehensive Plan and directs its implementation.

Administration

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

**A RESOLUTION ESTABLISHING SUPPORT FOR SEEKING FUNDING FROM
SOURCEWELL FOR IMPACT GRANT FUNDS FOR LOCAL GOVERNMENT**

WHEREAS, Sourcewell is providing Impact Grant Funds for Cities and Counties in Region Five, and;

NOW, THEREFORE BE IT RESOLVED, that Todd County Board of Commissioners approves the Sourcewell Impact Grant Funding application submitted by Todd County Administration and;

BE IT FURTHER RESOLVED, That Todd County Board of Commissioners fully supports Todd County Administration in submitting an Impact Grant for Local Governments Funding application to Sourcewell to request financial support for in the amount of \$50,000.00 for county projects.

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

**TODD COUNTY BOARD OF COMMISSIONERS
RESOLUTION INSTITUTING A HIRING FREEZE**

WHEREAS, the Todd County Board of Commissioners recognizes the need to maintain fiscal responsibility and carefully manage County expenditures; and

WHEREAS, the Todd County Board of Commissioners desires to evaluate staffing levels, departmental workloads, operational efficiencies, and the financial impact of additional personnel before authorizing the addition of new positions; and

WHEREAS, current economic and budgetary considerations require the County to exercise additional diligence and restraint in the creation and filling of positions; and

NOW, THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners hereby institutes a hiring freeze, effective September 1, 2026, on all newly created positions within Todd County, effective immediately and continuing for an indefinite period; and

BE IT FURTHER RESOLVED, no new position shall be created, posted, or recruited for without prior approval of the Todd County Board of Commissioners; and

BE IT FURTHER RESOLVED, the County Board may authorize an exception to the hiring freeze when it determines that filling a position is necessary to maintain essential County services, address public safety or legal requirements, or otherwise serves the best interests of Todd County; and

BE IT FURTHER RESOLVED, the hiring freeze shall remain in effect until such time as the Todd County Board of Commissioners takes further formal action to modify, suspend, or terminate the hiring freeze.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that the Primary Election processing is being finalized and the General Election preparations are well underway. Finance Committee has been working diligently to finalize the Preliminary Levy. A reminder that mobile home taxes were due on August 31st.

County Coordinator's Report

The County Coordinator reported attending meetings including Personnel, Finance, AMC legislative update, met with TWCC, Facilities, Court Admin and Paycom.

County Commissioner's Report

The Commissioners reported on meetings and events attended.
 Commissioner Becker attended meetings including Facilities and Region V.
 Commissioner Noska has attended meetings business as usual and provided input regarding PZ regulation and next appropriate steps.
 Commissioner Byers attended meetings including Extension, Opioid, Finance, Personnel, and Facilities.
 Commissioner Neumann attended meetings including Sauk River Millers Bay, SRWD, Sauk River 1W1P, Christie House Museum, and also expressed concerns regarding PZ regulation of violations.

Recess

On motion by Neumann and second by Becker, the meeting was recessed until September 15th, 2026.

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
CENTRAL APPLICATORS INC	\$ 13,443.18
KRIS ENGINEERING INC	\$ 5,027.00
LONG PRAIRIE LEADER	\$ 3,125.00
STEPP MANUFACTURING	\$ 2,155.33
44 PAYMENTS LESS THAN 2000	\$ 13,616.25
Total:	\$ 37,366.76

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
CHILDREN YOUTH & FAMILIES DEPT	\$ 2,983.90
DHS - SWIFT	\$ 15,449.61
FRESHWATER EDUCATION DISTRICT 6004	\$ 21,096.00
RURAL MN CEP INC	\$ 18,430.55
66 PAYMENTS LESS THAN 2000	\$ 27,812.46
US BANK	\$ 7,991.08
12 PAYMENTS LESS THAN 2000	\$ 4,243.75
Total:	\$ 98,007.35

VENDOR NAME	AMOUNT
CENTRACARE - ST CLOUD HOSPITAL	\$ 10,686.90
CHILDREN'S HOME & LSS LLC	\$ 3,534.62
DHS - MOOSE LAKE RTC - 462	\$ 2,844.25
DHS - MSOP - MN SEX OFFENDER PROG - 462	\$ 4,929.00
FREEDOM RANCH/THE	\$ 12,358.06
GREATER MN FAMILY SRVS INC	\$ 4,988.36
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 2,192.95
MAIN STREET FAMILY SERVICES	\$ 2,861.02
NEXUS - MILLE LACS FAMILY HEALING	\$ 11,109.78
PRAIRIE LAKES YOUTH PROGRAMS	\$ 8,800.00
TRI-COUNTY COMMUNITY CORRECTIONS	\$ 3,320.00
VILLAGE RANCH INC	\$ 42,379.24
21 PAYMENTS LESS THAN 2000	\$ 8,618.16
Total:	\$ 118,622.34



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-02
Agenda Topic Title for Publication:		Resignation - Seasonal Worker Elizabeth Perish
Date of Meeting: 9-15-2026	Agenda Time Requested: 5 min	☒ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Consent Agenda		
Background: Supporting Documentation enclosed ☐		
On August 14 th , 2026 Elizabeth Perish completed her last day of seasonal employment for the Solid Waste department. The department requests a motion to end Elizabeth Perish's employment status.		
Options:		
1.) Approve motion		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Accept resignation of Elizabeth Perish, seasonal worker at Todd County Transfer Station effective 8-14-2026.		

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 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



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20260915-03
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Hire Laura Bunde Administrative Specialist
Date of Meeting: 9/15/2026		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 ☐		
An interview process was completed and Laura Bunde was selected as the best candidate for the Administrative Specialist position.		
Options:		
1- Hire Laura Bunde Admin Specialist		
2- Do not hire Laura Bunde Admin Specialist		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Laura Bunde for the Administrative Specialist position start date TBD at a pay rate of \$24.41 an hour Grade 5/E 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}
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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Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-04
Agenda Topic Title for Publication:		Hire Eligibility Worker - Jessica Scherping
Date of Meeting: 9/15/2026	Agenda Time Requested: 5 min	☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: Supporting Documentation enclosed ☐		
An open Eligibility Worker position exists within the Financial Services Unit. Interviews were conducted and it is recommended to hire candidate Jessica Scherping to fill the open position. Start date: TBD		
Options:		
1. To approve the hire of Jessica Scherping to fill an open Eligibility Worker position. Grade F/6, Step A, \$26.36. Start date: TBD		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the hire of Jessica Scherping to fill an open Eligibility Worker position. Grade F/6, Step A, \$26.36. Start date: TBD		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 26.36/hr Grade F/6, Step A 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:	

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 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-05
Agenda Topic Title for Publication:		Hire Eligibility Worker - Kimberly Orozco
Date of Meeting: 9/15/2026	Agenda Time Requested: 5 min	☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: Supporting Documentation enclosed ☐		
An open Eligibility Worker position exists within the Financial Services Unit. Interviews were conducted and it is recommended to hire candidate Kimberly Orozco to fill the open position. Start date: TBD		
Options:		
1. To approve the hire of Kimberly Orozco to fill an open Eligibility Worker position. Grade F/6, Step A, \$26.36. Start date: TBD		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the hire of Kimberly Orozco to fill an open Eligibility Worker position. Grade F/6, Step A, \$26.36. Start date: TBD		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 26.36/hr Grade F/6, Step A 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:	

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 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-06
Agenda Topic Title for Publication:		Auditor Warrants - August 2026
Date of Meeting: September 15 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 August 2026 Auditor Warrants number (ACH) 906244 through 906325 in the amount of \$660,097.74 (Manual) 1449 through 1492 in the amount of \$3,002,375.98 and (Regular) 246842 through 246992 in the amount of \$869,517.56 for a total of \$4,531,991.28.		

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 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

**Auditor Warrants for Publication
August 2026**

Vendor Name	Amount
ELECTION SYSTEMS & SOFTWARE INC	\$ 2,415.25
GOVERNMENTJOBS.COM, INC	\$ 5,781.13
HAZARD CONSULTANTS INC	\$ 3,681.20
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 98,136.20
SCHOMMER/MICHAEL	\$ 2,788.49
SEACHANGE PRINT INNOVATIONS	\$ 10,317.88
WEST CENTRAL REG JUVENILE CTR	\$ 6,554.00
20 PAYMENTS LESS THAN 2000	\$ 6,734.93
CENTRA CARE	\$ 13,350.31
CENTRAL APPLICATORS INC	\$ 7,947.22
CHARM-TEX	\$ 4,859.90
CITY OF LONG PRAIRIE	\$ 104,934.14
COUNTIES PROVIDING TECHNOLOGY	\$ 8,235.00
FLEET SERVICES/WEX BANK	\$ 11,904.88
MN DEPT OF FINANCE	\$ 9,419.50
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 27,555.04
VERIZON	\$ 6,863.86
VOYANT COMMUNICATIONS, LLC	\$ 3,278.60
WORMS LUMBER & READY-MIX INC	\$ 4,188.00
34 PAYMENTS LESS THAN 2000	\$ 19,716.06
BRAUN INTERTEC CORPORATION INC	\$ 3,700.00
CENTRAL APPLICATORS INC	\$ 14,908.32
CITY OF STAPLES	\$ 250,910.52
FRANKLIN OUTDOOR ADVERTISING COMPANY	\$ 5,395.00
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
HOST CONSTRUCTION CO LLC	\$ 2,917.50
HOST/RON AND STACY	\$ 15,285.19
KEYL KXDL HOTROD RADIO	\$ 2,415.00
KUNKEL/MARK AND GWEN	\$ 21,879.00
LANDWEHR CONSTRUCTION INC	\$ 110,189.31
LONG PRAIRIE OIL COMPANY	\$ 5,637.71
LUTZ/EZRA	\$ 5,850.00
MADDEN GALANTER HANSEN, LLP	\$ 11,230.75
MINNESOTA POWER	\$ 20,603.85
PETERS/MARC AND SHARON	\$ 16,245.00
RAHN'S OIL & PROPANE	\$ 31,173.21
THIESCHAFER/JUSTIN AND SARA	\$ 15,750.00
39 PAYMENTS LESS THAN 2000	\$ 18,508.83
AFSCME COUNCIL 65	\$ 4,764.44
CENTURY TRAFFIC, LLC	\$ 136,744.23
D & D AUTO REPAIR	\$ 2,190.71
DOUCETTE'S LANDSCAPING & CONTRACTIN	\$ 10,650.00
DS SOLUTIONS, INC	\$ 2,620.00
GRIFF'S PIZZA	\$ 2,221.72
JERRY'S AUTO BODY	\$ 2,251.71
LAW ENFORCEMENT LABOR SERV INC	\$ 2,387.82
LIBERTY TIRE SERVICES LLC	\$ 4,612.20
LINCOLN FINANCIAL GROUP	\$ 7,245.82
METROPOLITAN LIFE INSURANCE COMPANY	\$ 14,691.16
MINNESOTA ENERGY RESOURCES CORP	\$ 23,304.79
MN TEAMSTERS NO 320	\$ 2,991.24
MOTOROLA	\$ 2,973.06
NORTHSTAR PLUMBING, HEATING, & AIR LLC	\$ 2,770.04
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
PETERS LAW OFFICE, P.A.	\$ 9,621.25
QUALITY AUTO BODY & GLASS LLC	\$ 16,510.58
SHI CORP	\$ 73,375.45
STEP	\$ 13,253.75
WATERGUARDS LLC	\$ 14,023.50
30 PAYMENTS LESS THAN 2000	\$ 14,706.42
ARNZEN CONSTRUCTION INC	\$ 58,843.97
DECISION POINTS AUTHORS LLC	\$ 3,000.00
GOODWIN/EILEEN AND STEVE	\$ 94,272.12
L&K RENTALS LLC	\$ 5,000.00
LONG PRAIRIE OIL COMPANY	\$ 19,144.78
MOTOROLA	\$ 2,973.06
SCHOOL DISTRICT 213	\$ 7,368.82
SCHOOL DISTRICT 2170	\$ 4,404.23
SCHOOL DISTRICT 2753	\$ 4,498.79
SCHOOL DISTRICT 787	\$ 11,675.02

Auditor Warrants for Publication
August 2026

Vendor Name	Amount
TOWN OF BIRCHDALE	\$ 3,110.32
TOWN OF GORDON	\$ 3,724.41
TOWN OF WARD	\$ 2,862.14
TOWN OF WEST UNION	\$ 2,637.94
WEX BANK-SINCLAIR	\$ 2,400.98
38 PAYMENTS LESS THAN 2000	\$ 21,878.05
BETTER HEALTH COLLECTIVE	30,160.00
PAYCOM PAYROLL, LLC	40,027.88
PAYCOM PAYROLL, LLC	3,467.11
PUBLIC EMPLOYEE RETIREMENT	6,310.75
WEX HEALTH INC - HSA	4,268.70
CASEY'S BUSINESS CARD	3,733.84
PUBLIC EMPLOYEE RETIREMENT	165,820.63
WEX HEALTH INC - HSA	41,597.25
VOYA (MSRS)	7,316.48
COUNTY OF TODD	2,694.96
BETTER HEALTH COLLECTIVE	327,450.00
PAYCOM PAYROLL, LLC	795,387.57
MN DEPT OF REVENUE	109,488.90
US BANK-CC	9,186.44
PAYCOM PAYROLL, LLC	3,467.10
PAYCOM PAYROLL, LLC	40,237.17
PUBLIC EMPLOYEE RETIREMENT	6,193.45
COUNTY OF TODD	2,532.46
WEX HEALTH INC - HSA	16,737.30
VOYA (MSRS)	16,488.73
HUMANA INSURANCE COMPANY	7,855.25
MN DEPT OF REVENUE	4,681.00
PUBLIC EMPLOYEE RETIREMENT	101,187.44
PAYCOM PAYROLL, LLC	608,246.55
PAYCOM PAYROLL, LLC	3,467.11
PAYCOM PAYROLL, LLC	39,285.03
PAYCOM PAYROLL, LLC	588,128.62
17 PAYMENTS LESS THAN 2000	\$ 16,958.26
TOTAL:	\$ 4,531,991.28



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 ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-07
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: September 15th, 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) 404669 through 404695 in the amount of \$18,658.23 and (Regular) 60069 through 60110 in the amount of \$127,809.57 for a total of \$146,467.80.		

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

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



Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 9/15/2026 For Payment 9/18/2026

<u>Vendor Name</u>	<u>Amount</u>
CENTRAL APPLICATORS INC	11,379.28
CROSBY AND SONS CONSTRUCTION	38,373.12
FARM-RITE EQUIPMENT, INC	30,218.02
GALLS LLC	3,784.26
JENKINS IRON & STEEL INC	3,400.00
JERRY'S AUTO BODY	7,388.99
LONG PRAIRIE LEADER	3,455.00
LONG PRAIRIE OIL COMPANY	3,346.10
NORTHERN STAR COOP	2,609.52
SHI CORP	8,226.90
SUMMIT COMPANIES	9,661.50
VILLARD IMPLEMENT COMPANY	2,703.43
57 Payments less than 2000	21,921.68
Final Total:	146,467.80



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 ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-08
Agenda Topic Title for Publication:		Health & Human Services Commissioner Warrants
Date of Meeting: September 15 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) 807836 through 807874 and (Regular) 714474 through 714510 for a total of \$71,055.78.		

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

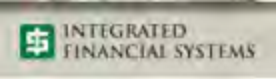
STATE OF MINNESOTA}

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

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



Cutoff 2000
Report Sequence: 1 - Vendor Name

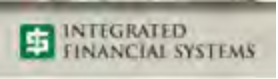
**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 9/15/2026 For Payment 9/18/2026

<u>Vendor Name</u>	<u>Amount</u>
RURAL MN CEP INC	11,430.25
TODD COUNTY AUDITOR TREASURER	15,096.10
USPS-POC	4,774.81
61 Payments less than 2000	29,487.69
Final Total:	60,788.85

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



Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 9/15/2026 For Payment 9/18/2026

<u>Vendor Name</u>	<u>Amount</u>
TRAFERA LLC	2,848.00
11 Payments less than 2000	7,418.93
Final Total:	10,266.93



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 ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-09
Agenda Topic Title for Publication:	Health & Human Services SSIS Warrants	
Date of Meeting: September 15 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) 602096 through 602111 and (Regular) 519101 through 519113 for a total amount of \$64,741.64.		

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

Warrants for Publication

Payment Date:

9/18/2026

Approval Date:

9/15/2026

Vendor name or #

Amount

AUTO OWNERS INSURANCE

2000.00

V # 18360

3113.99

Family Support Grant

V # 18340

5311.83

Foster care provider

LITTLE SAND GROUP HOME

12398.14

PORT GROUP HOMES

9979.68

PRESBYTERIAN FAMILY FOUNDATION INC

12249.39

STEP

6416.24

\$13,272.37

22 Pymts less than \$2000

Final Total

\$64,741.64



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	20260915-10
☐ Discussion	☒ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Repricing Tax Forfeited Land Auction
Date of Meeting: 09-15-2026		Agenda Time Requested: 5 min ☐ Consent Agenda
Organization / Department Requesting Action: Auditor/Treasurer		
Person Presenting Topic at Meeting: Denise Gaida		
Background: Supporting Documentation enclosed ☒		
There is a tax forfeited parcel that has been on pervious auctions and has not sold. The commissioners that cover this area have reviewed this parcel and has agreed to lower the minium price. Auction is to start October 19 th , 2026 with bid4asests online auction site		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the online auction of this tax forfeited parcel.		

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



RESOLUTION FOR A PUBLIC LAND AUCTION OF TAX-FORFEITED PARCELS IN TODD COUNTY

WHEREAS: Tax-Forfeited Parcels in Todd County have been reappraised and classified as provided by M.S. 282.01, and will be offered for sale by the Todd County Auditor/Treasurer at a public auction.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners do hereby approve said land auction to be held online with bid4assets starting on Monday, October 19th, 2026, starting at. The Todd County Auditor/Treasurer is hereby directed to publish a notice of the upcoming land auction as provided by law.

BE IT FURTHER RESOLVED, that the terms of sale are as follows:

All properties that are sold with bid4assets will need to follow their payment schedule, no payment plans will be offered, and full payment are due per bid4assets parameters.

A charge of \$25.00 will be made for each State Deed issued.

A charge of \$46.00 will be made to record the State Deed.

State Deed Tax on the amount of purchase will be collected. (0.0033 x purchase price of more than 3k or minimum of \$1.65)

A \$50.00 fee for well certificate, if applicable, will be collected.

A Tax Forfeiture Administration fee of \$250.00 will be collected.

A 3% Assurance Fund charge will be made (as per M. S. 284.28, Subd. 8).

BE IT FURTHER RESOLVED, that Tax-Forfeited Parcels will be offered for sale subject to liens, existing roads, easements and leases, if any, and any special assessments canceled at forfeiture may be reassessed by the municipalities after the sale.

BE IT FURTHER RESOLVED, that all Tax-Forfeited Parcels are sold as is.

BE IT FURTHER RESOLVED, that the right is reserved by Todd County, in the interest of the public, to cancel this sale at any time prior to its sale.



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	20260915-11
Agenda Topic Title for Publication:		Revise the Sheriff's Office Organizational Chart
Date of Meeting: 9/15/2026	Agenda Time Requested: 5	☐ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Our Organizational Chart currently has 2 Court Security positions, we request to change those to Deputy positions to more align with their responsibilities.		
Options:		
1- Approve the Org Chart change		
2- Do not approve the Org Chart Change		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the change in the Organization Chart from 2 Court Security positions to Road Deputy positions.		

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



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 ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-12
Agenda Topic Title for Publication:		Fence Installation-Recycle Drop Site
Date of Meeting: 9-15-2026	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle		
Background: Supporting Documentation enclosed ☒		
In February 2024 Todd County Solid Waste was awarded \$186,625.00 in grant funds through the Greater MN Recycling Grant Program. This grant is being used to increase recycling capacity and outreach by establishing 3 remote recycle drop sites. Cities of Burtrum and Bertha are in operation, City of Eagle Bend construction site is nearing completion. Oberg fence was low bidder at \$18,388.00 for fencing of this site. Execution of this grant is May 2027. This purchase was reviewed at our committee level.		
Options:		
1.) Approve bid by Oberg Fence in the amount of \$18,388.00		
2.) Do Not Approve the bid.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the bid by Oberg Fence in the amount of \$18,388.00		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$18,388.00 Funding Source(s): Fund 51	☒ Yes ☐ No	Mn Greater Recycle Grant
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

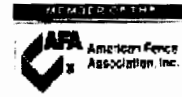
Auditor/Treasurer Archival Purposes Only:

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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Seal



OBERG FENCE CO.

P.O. Box 118
Deerwood, MN 56444

Sales@obergfence.com
www.obergfence.com

218-534-3118

218-534-3119 fax

Date: September 2, 2026

Name: Todd County

Address: Eagle Bend

Phone Number:

Fax Number:

E-mail:

Description: Furnish and install 40x40x40x40 of 6' high 9 gauge galvanized chain link fence to include (1) 40' wide double sliding cantilever gate.

Prevailing wages included

No frost installation/core drilling or grounding not included.

If permits or private locates needed, home owner/contractor is responsible. All brushing & removal of brush must be done prior to installation by owner. All electrical to any operated gate openers to be supplied by customer. Layout/staking by customer.

Certificate of insurance is available upon request. All site preparation including grading, clearing, brushing, mowing, debris removal or disposal shall be by others. Signature on proposal indicates agreement with Oberg terms and conditions provided. Signed proposal and P.O. or 1/2 down are necessary to begin the scheduling process, balance is due upon completion. We will furnish material and labor in accordance with the above description for the sum of:

\$ 18,388.00

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado, and all other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Salesman Signature: _____ This proposal may be withdrawn if not accepted in 3 days.

Acceptance of Proposal: Signature: _____ Date: _____
You are authorized to do the work as specified. Payment will be made as outlined above.

This proposal may be withdrawn if not accepted within 7 days. Changes to above description must be executed with a written change order, and will become an extra charge over the above price. We are fully insured; also bonding is available if required at an additional cost.



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	20260915-13
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Floor Drain Filter System
--	----------------------------------

Date of Meeting: 9-15-2026	Agenda Time Requested: 5 min	☐ Consent Agenda
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Organization / Department Requesting Action: Solid Waste
--

Person Presenting Topic at Meeting: Mike Eberle

Background: Supporting Documentation enclosed ☒
--

Replacement of our tipping floor drain system is required due to engineering design flaw. Two Rivers Enterprises of Holdingford, Mn proposal to redesign and install new filtration system in the amount of \$10,840.00. This proposal was approved at our committee level.

Options:

1.) Approve bid by Two Rivers Enterprises in the amount of \$10,840.00.00

2.) Do Not Approve the bid.

Recommendation:

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

Approve the bid by Central MN Door in the amount of \$10,840.00

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$10,840.00.00	☒ Yes ☐ No	
Funding Source(s): Fund 51		

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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COUNTY OF TODD}
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Seal



TWO RIVERS ENTERPRISES

490 River Street West, P.O. Box 70 Holdingford, MN 56340

Tel: (320) 746-3156

TWO RIVERS ENTERPRISES PROPOSAL # 29318 Q1

7/22/2026

Mike Eberle

Solid Waste Management

Browerville, MN.

Mike.eberle@co.todd.mn.us

Dear Mike,

Two Rivers Enterprises is pleased to submit for your consideration and acceptance of the following proposal.

Solid Waste Management stainless

1. 29318-1 Handrail

- a. Handrail will be made of 1 1/4" sch 40 stainless steel round tube.
- b. Handrail mount will be 3/8" plate.
- c. Handrail 1 will be for the steps by the office.
- d. Handrail 2 will be for the half wall by the fuel barrels.
- e. Both rails will be mounted on the side of the concrete with wedge anchors.
- f. Price includes delivery and installation during the week.

TWO RIVERS PRICE

29318-1 Stainless handrail _____ \$ 5,835.00

2. 29318-2 Drain covers and filter system

- a. Drain covers will be made from 3/16" stainless steel deck plate.
- b. Cover will be in 4' lengths and have no holes in them for material to fall through.
- c. The filter system will have a prefilter about 6' length each direction from the drain.
- d. Prefilter will have holes about 1/2" diameter.
- e. Inside the prefilter there will be a sediment filtration system to help reduce the fines from going into the drain.
- f. Price includes delivery and installation during the week.

TWO RIVERS PRICE

29318-2 Drain covers and filter system _____ \$ 10,840.00

Delivery:

Please allow 2-3 weeks for approval drawings from receipt of purchase order and 3-4 Weeks from receipt of signed approval drawings for equipment completion and delivery.



TWO RIVERS ENTERPRISES

490 River Street West, P.O. Box 70 Holdingford, MN 56340

Tel: (320) 746-3156

- **Special Notes:**

- Due to the custom nature of this proposed project, TRE reserves the right to review the pricing. If, at any time, it is found the scope, design, material, and/or equipment needs of the project have changed, TRE will review the pricing, notify the customer of any required changes and discuss pricing options.
- Fabrication will not begin until all parties have approved and signed off on all aspects of the project.
 - Any delays in the approval phase may delay the project.
 - If changes occur after the signed approvals, additional billing may be required. These changes will be documented and sent to the customer for approval. Work will be stopped and not continued until all parties have agreed and signed off on the changes.
- Fabrication will not begin until proper payment terms are approved, and proper payments have been received.
- F.O.B Holdingford, MN. Customer is required to pay all shipping and handling costs unless otherwise noted in bid.
- Cancellation of orders may require billing of material ordered and time spent.

- **Warranty**

- Unless otherwise stated, Two Rivers Enterprises warrants all of its equipment to be free from defects in workmanship and materials for a period of one (1) year following the date of purchase providing notice thereof is received within that time.
If defects result, seller will either repair those defects or replace the particular item. In no event will the cost of this obligation exceed the net selling price of the item as covered by this invoice.

This warranty applies only under conditions of normal use and does not apply to defects which result from negligence, misuse, unapproved modification, or accidents. This warranty is made in lieu of warranties of merchantability and fitness for use and any and all other warranties expressed or implied unless herein otherwise stated. Buyout parts will be warranted consistent with manufacturers' warranty.

The company's responsibility and obligation under this agreement is limited to the exchange of any defective part which may be returned and which proves defective. This warranty does not include the loss of business, cost of labor, damages or other miscellaneous expenses incurred in serving the unit.

- **Payment and delivery-**

- **All terms are based on prior credit approval.**

- **Terms for orders \$9,999.99 and less**
 - All terms are based on total combined purchase order.
 - Net 30 day upon completion.
- **Terms for orders \$10,000.00 and greater.**
 - All terms are based on total combined purchase order.
 - 40% down payment due upon issuance of PO
 - 30% due upon approved drawings
 - 20% due prior to shipping
 - 10% net 30 day upon receipt



TWO RIVERS ENTERPRISES

490 River Street West, P.O. Box 70 Holdingford, MN 56340

Tel: (320) 746-3156

OFFER (FOR CUSTOMER ACCEPTANCE)

PRICES QUOTED IN THIS PROPOSAL WILL REMAIN VALID FOR 30 DAYS FROM THE DATE OF THE PROPOSAL.

DUE TO THE UNSTABLE STAINLESS STEEL MARKET, PRICES LISTED IN THIS PROPOSAL MAY REQUIRE REVISION BEFORE A FIRM ORDER CAN BE ACCEPTED BY TWO RIVERS ENTERPRISES. PLEASE CHECK WITH OUR TWO RIVERS SALES REPRESENTATIVE BEFORE SIGNING.

Offered for CUSTOMER acceptance

By: Brian Warzecha

Two Rivers Enterprises sales representative

ISSUANCE OF A PURCHASE ORDER TO TWO RIVERS ENTERPRISES CONSTITUTES AGREEMENT AND ACCEPTANCE TO THE ABOVE PRICING, SCOPE, TERMS, AND CONDITIONS.



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	20260915-14
☐ Discussion	☐ Resolution	
☒ Information Item	☐ Other	
Agenda Topic Title for Publication:		September Planning Commission Information
Date of Meeting: 9/15/2026		Agenda Time Requested: ☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed ☒		
Attached here is the September 2026 Planning Commission minutes in draft form along with the September staff report. Information is provided for review of the following Board Actions.		
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}

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Seal

Planning Commission Meeting Minutes

September 3, 2026

Completed by: Sue Bertrand, P&Z Staff

Site visit completed by Adam Ossefoort and Ken Hovet on 8/28/2026

Meeting attended by board members: Chairman Jim Pratt, Vice Chair Ken Hovet, alternate George Sutton, Roger Hendrickson and Andy Watland.

Staff members: Adam Ossefoort and Sue Bertrand

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

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

Introduction of the staff and board members by Jim.

Ken motioned to have August 6th, 2026, meeting minutes approved, George seconded, voice vote, no dissent heard. Motion carried.

Roger motioned to have the agenda approved as presented. George seconded, voice vote, no dissent heard. Motion carried.

AGENDA ITEM 1: Gaylen Sandgren: Section 32, Long Prairie Township, Site Address: 23570 210th St., Long Prairie, MN 56347 PID: 18-0040001

1. Request to Rezone from Natural Environment Shoreland to Commercial Zoning District.

Gaylen was present as the applicant.

Staff Findings: Adam read through the new information that was added to the staff report. This report is available for viewing upon request in the Planning & Zoning Office.

Proposed Conditions if approved:

1. No conditions.

Correspondence received: None.

Public comment:

Wally Zastro, Long Prairie Township stated he doesn't understand what you are saying. You are taking it back what we did three months ago?

Adam, yes, we are reverting it back to the original designation. Before we looked at the split where that was going to go, there are impervious surface requirements that you cannot exceed 25% of your lot, the property was fine prior with impervious surface but as soon as you split it, you have less available square footage to meet the impervious surface requirement. As soon as the surveyor began that work, we identified that was

not going to work. So, we have a different path here to help him get to where he wants to be and move forward with this correctly.

Wally, so you are going back to where it was before, and then have another plan and come back here again?

Adam, it is a whole different process at that point, because the property to do the split must be platted. That is a whole separate issue. That was the plan all along regardless of zoning designation. This helps him to meet his property line issues and not have impervious surface issues.

Wally asked Gaylen if he understood all this and if it is what he wanted?

Gaylen, yes.

Wally, from the township's point of view, they never thought this should be shoreland. You are so far away and it is only a little bitty corner of it and maybe it is a lake and maybe it isn't, on the other side of the road, so anyway. If Gaylen understands and is in favor of this, then the township is in favor, and that's the way we will go.

Gaylen stated he thought the biggest problem was the building setback.

Board discussion:

On Site Visit Report by: Ken Hovet on August 28, 2026.

Andy ultimate goal is so it can be split, that's the end game.

Adam, yes.

Andy, converting this to shoreland was supposed to help that end game, but it turned out there was another unattended consequence.

Adam, right, and stated he will own that. We should have caught that when we looked at it, and as soon as the surveyor started doing the work, it was brought to our attention. So, we are trying to work with Gaylen to get going back in the right direction. We've had conversations with our attorney about interpretation of the ordinance, and we have a more clear plan to get him to his end goal.

Andy, once it's commercial there's going to be other issues to splitting it?

Adam stated at that point he will have the surveyor come back and develop a two-lot plat, and follow the platting process, which must be done because of the size of the parcel and the zoning district, and our subdivision ordinance does not allow for exceptions for splitting Administratively, it has to be platted.

Andy and they will have to come back for a CUP?

Adam, yes.

Andy, so he will not need any variances or anything?

Adam, no, that is what we are trying to avoid.

Jim, if we could get him to where he needs to be, that's what we are here for.

George, yes, this is a case where our staff is working creatively to get a citizen where he wants to be, sometimes it's a winding road. Sorry about that but, we have a great staff and they do a good job of helping people get there.

Andy, as long as it doesn't violate the Comprehensive Plan or any of the ordinances, the ultimate end goal is just how we get there.

Jim & Adam, right.

Ken moved to recommend approval and seconded by George with no conditions as presented.

Roll call vote commenced as follows:

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

Motion carried. Jim noted the application will be presented to the County Board of Commissioners on September 15th, 2026.

Jim stepped out from the Pratt application, and Ken took over as chair.

AGENDA ITEM 2: Kaylee Pratt -Section 19, Staples Township, Site Address: 47709 225th Ave., Staples, MN 56479 PID: 22-0018700

1. Request for CUP to expand an existing Greenhouse business by adding a second Greenhouse (30'x 40') in AF-1 Zoning District.

Kaylee was present as the applicant. She stated they have Sweet P's Nursery, operating for two seasons and are here to request an additional greenhouse for the property. Her original CUP allows for one greenhouse and they are hoping to expand.

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

Recommendation:

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

On Site Visit Report was reviewed by Ken: This report may be viewed in full, upon request, at the Planning and Zoning Office. On environmental issues, there is a large batch of Canadian thistles and may be more of a discussion topic but didn't know what to do about that. Has a lot of room for parking.

Kaylee stated both sides of the driveway, in that grass area, are open to parking. They have not had a problem with parking.

Roger stated at one point the thistles were supposed to be destroyed, then all of a sudden, they come along and say no, that's for the pollinators. He doesn't know which way they are supposed to go with that. There are a lot of bees around those thistles. He thought they had plenty of room for expansion.

Correspondence received: None

Public comment: None

Board discussion:

Ken stated he didn't know if we wanted to do anything about the thistles.

Adam stated the process is the township goes out and inspects for them, sends notices then ultimately if there needs to be more enforcement on it, the ag inspector will take it from there. We can kindly ask them to remove them.

Andy when they are in the yard, it's a lot different from when they are out in the ditches and the neighbor's field. One greenhouse worked, no issues, doesn't look like another greenhouse would cause any problems.

George, obviously green houses are becoming pretty popular in the County, what do you grow in them?

Kaylee, annuals and perennials, mostly hanging baskets, and garden plants, we'll have vegetable starters and things like that. Most of her production is March until about July and they will do a little bit of fall stuff in August and September, but most of her business is hanging baskets and things you would plant in your gardens or flower beds.

George stated seems like we are attracting, like the last meeting he attended, there was an applicant building the chairs, entry point entrepreneurial types of businesses by young folks, and he thinks that's terrific, so anything we have to do to support people to get stuff like that going. Low capital cost on land they already own. With that, George motioned to approve, Roger seconded as proposed. He stated he is sure Ken needs another greenhouse to go to.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Ken Hovet	Yes

Roger Hendrickson	Yes
George Sutton	Yes
Andy Watland	Yes
Jim Pratt	Not present

Motion carried. Jim noted the application will be presented to the County Board of Commissioners on September 15th, 2026.

Jim resumed chairing the meeting.

AGENDA ITEM 3: Douglas Raber -Section 20, **Ward Township, Site Address:** 35071 245th Ave., Browerville, MN 56438 **PID:** 26-0019301

1. Request for CUP for the Manufacture of Poly lawn furniture in AF-2 Zoning District. Douglas was present as the applicant.

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

Recommend approval with the following conditions:

1. Operation is restricted to wholesale production of products as identified in the application.
2. Operation shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Storage of finished products must be located outside of the road right-of-way.
5. There shall be no loading or unloading of materials within the road right-of-way.
6. Applicant shall abide by all other applicable federal, state, and local standards.

Correspondence received: Yes, from Todd County Public Works stating he has no opposition or comment for this application. This e-mail may be viewed in full, upon request at the Planning and Zoning Office.

Public comment: None.

Board discussion:

George stated it appears the construction for this project is underway or is there something else being constructed there?

Adam, yes, they poured the foundation, or floor of it.

George, just got a little ahead of this process.

Adam, right.

Andy, as long as they have a permit to build a building.

Adam, right, however, he has not checked the status of that and we do set conditions for paying after the fact fees, but we do not have to do that here, we can do that when they come in for the permit.
Andy, the business is not actually up and running.

Adam, right, they have a long way to go on the building yet.

Andy, technically the CUP is for the use of the business, not for the building.

Ken went over his site visit report. This may be viewed in full, upon request at the Planning and Zoning office. Nothing remarkable.

Jim, just wholesale?

Douglas, yes.

Jim stated he doesn't have any comment, just another business in the County.

Douglas, yes, Andrew McDowell has the business currently, and is SE of Browerville, but he has consented to a 3-year mission field, so Douglas is purchasing the business to keep it going and we are moving an existing business from one place to another.

Ken motioned to approve, George seconded with the proposed six conditions.

1. Operation is restricted to wholesale production of products as identified in the application.
2. Operation shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Storage of finished products must be located outside of the road right-of-way.
5. There shall be no loading or unloading of materials within the road right-of-way.
6. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

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

Motion carried. Jim noted the proposed amendments will be presented to the County Board of Commissioners on September 15th, 2026.

AGENDA ITEM 4: Wayne Swart -Section 01, **Ward Township, Site Address:** 38706 281st Ave., Browerville, MN 56438 **PID:** 26-0000100

1. Request for CUP for Mini Storage in Natural Environment Shoreland Zoning District.

Wayne was present as the applicant.

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

1. Site is limited to the construction of a single structure as proposed in the application. Additional storage structures shall require the review of the Planning Commission.
2. New accesses from the public roadway shall be approved by the road authority prior to installation.
3. Applicant shall abide by all other applicable federal, state, and local standards.

Correspondence received: None.

Public comment: None.

Board discussion:

Jim stated it looks pretty straight forward on this one.

George asked for clarification of condition #2.

Adam they need to get permission from the township (road authority) to install a new driveway if they chose to do so, now or in the future.

Roger agreed it is a good idea to have it as a condition.

George, do you plan to put in a new driveway?

Swart, no.

George asked for clarification on the statement he will provide access only twice a year?

Wayne, yes, for two weekends in the fall and two in the spring.

George, will it work?

Wayne, yes. Arrange a time to pick up or drop off, two weekends in the spring and two in the fall. That's the plan. A lot of people do that. This is not a mini storage; it's for boat storage and maybe snowmobiles.

Andy, any height restriction or screening rules, being this is close to the lake?

Adam, this does have a lot of natural screening of trees and there is a height restriction of 25' for accessory structures within shoreland zoning. If it did not meet setbacks they are limited to 18' in height, but they meet all applicable setbacks and are allowed up to 25'.

Andy, shouldn't need any additional screening.

Ken went over his site visit report. This report may be viewed in full, upon request at the Planning and zoning office. Agreed with Adam on the sufficient screening, you really have to look to see it.

Andy, should there be a condition to maintain screening? Think about the future.

Adam, if it is a significant distance from the actual lake, we don't usually. We could certainly add that as a condition.

Andy, just to be consistent, storms come through and things change.

Jim stated it wouldn't hurt to have it in there.

George, no future development for a house on the lake?

Wayne, we have property on the other side of the lake we have our cabins on. We use this mainly for hunting.

Andy, thinking about maintaining the natural aesthetics of the lake.

Roger, there is screening there now, should we put it in there to maintain it? We could have a tornado go through, and would they have to replace them?

Adam pointed out he added #4 to the conditions to address that.

Ken motioned to approve, Roger seconded with the proposed amended conditions.

1. Site is limited to the construction of a single structure as proposed in the application. Additional storage structures shall require the review of the Planning Commission.
2. New accesses from the public roadway shall be approved by the road authority prior to installation.
3. Vegetative screening shall always be maintained to provide sufficient screening to Turtle Lake.
4. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

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

Motion carried. Jim noted the proposed amendments will be presented to the County Board of Commissioners on September 15th, 2026.

AGENDA ITEM 5: Mose Miller -Section 33, **Eagle Valley Township, Site Address:** 33223 County Road 11, Clarissa, MN 56440 **PID:** 07-0039400

1. Request for CUP for Temporary Family Housing in AF-2 Zoning District.
Mose was present as the applicant.

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

1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.

Correspondence received: Yes. Again, from public works, has no comment or opposition to this application. This e-mail may be viewed in full, upon request, at the Planning and Zoning office.

Public comment: None.

Board discussion:

George asked what "temporary" means? Because your family can grow and when is this no longer allowed because it is no longer temporary?

Adam explained it is intended for immediate family only, not really good language, it should really be an interim use permit, which we don't have in our ordinance, really means the people who are identified in the permit may use it temporarily and when they are no longer using it for that purpose, they have 60 days to remove it from the property. Intended for immediate family only. Cannot subdivide it, cannot be used as a rental property, it is for that use of those folks and once there is no longer use for that, it must be removed.

George, is there a limitation how long it can be there?

Adam, nope.

George, how do you review that? Things tend to become permanent.

Adam this is part of the ordinance that needs amending, it really should be an interim use.

George asked Mose what his intentions were?

Mose explained, it is on skids and will remain on skids, so he can move it and they need it only for the time being.

George, does this happen to you regularly where this would be lent or borrowed or rented to somebody else when they do their building somewhere?

Mose, yes, right now he has a son that just got married and he is going to stay on the farm and help him with the farm. We needed another house, so we put a temporary house there for the time being.

Andy, there is a limit on size, too.

Mose, it would be 20' x 28'.

George, would it be no longer temporary if it were on a foundation?

Adam explained that is why most people put it on skids or make it a trailer house or something along those lines to not make it permanent in nature, but there is nothing in the ordinance that says you cannot put it on a foundation. It is temporary so, you would have to remove the residential use to accessory use and convert to a workshop or something like that. We would have to issue a permit for that change in use.

Roger stated it may be a change of use as long as there is nobody living there.

Andy stated there is an assumption that the bedrooms must be removed for it to be considered uninhabitable.

Adam, that is a whole other topic on what makes a structure livable, as you can have a bathroom in a shop, or a little kitchenette in your shop, but at what point after all of those things does it become a residential structure, whether you say it is or not? We have had cases where individuals converted a house to a different use where they disconnected the water line and proved to us there is no longer running water to it and then used it for some other purpose.

George, we have a church that is now a cow barn in Morrisson County.

Adam, this is the language we have to work with tonight, they have checked all the boxes of the requirements so far.

George stated it would be shame if they became dependent on it and their family grew and even if they built another structure, but relied on it, and at what point does authority say that no longer works? Seems it is a vulnerability for the owner.

Ken went over his site visit report. This report may be viewed in full at the Planning and Zoning Office. No cause for problem, will not affect the neighborhood at all.

Roger motioned to recommend approval, Ken seconded with the proposed condition.

1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.

Roll call vote commenced as follows:

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

Motion carried. Jim noted the proposed amendments will be presented to the County Board of Commissioners on September 15th, 2026.

AGENDA ITEM 6: Proposed amendment to Section 9.04 – Prohibited Structures

Adam reviewed the existing language and proposed language in our ordinance, from the Staff Report, this

report may be obtained at the Planning and Zoning office, upon request.

Correspondence: None

Public Comment: None.

Board discussion:

Jim and Ken stated they did not have anything, yet.

Andy, concerned about semi-trailers because they are no longer road worthy and not that great of a structure and falls under the appearance language.

George, you can drive all around and see all kinds of trucks and things being used for storage. All setbacks will apply.

Andy, accessory use standards, would the use standards be different in different districts? than in another?

Adam, yes because there are different standards for setbacks per district.

Ken, if they comply with the conditions up there, they really shouldn't be noticeable.

Andy, examples from the last time we discussed this, were actually more attractive than some other structures. Moved to approve as described.

Ken had an afterthought, should we make them remove the running gear.

George, if your intention is to limit, one might say, "well I only have two containers, that is my something else on wheels that I might move sometime". May have to specify.

Andy rescinded his motion, add: remove the running gear. Eliminates flat tires...

Ken, lop sided...

Jim, differential leaking fluids...

Adam, do we need a definition of running gear?

Ken and Jim, wheels, axels, suspension and frame work.

Ken, to him that is the part of the whole thing that is ugly.

Adam added the description.

Jim, what about a straight truck, can you use that for storage?

Ken, people will use anything for storage, this limits it to our intent.

More discussion on what is included.

Adam amended B. to include semi-trailers, trucks, railroad cars, cargo containers and similar structures.

Andy made the motion to recommend approval to amend Section 9.04 Prohibited Structures, Ken seconded.
Roll call vote commenced as follows:

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

Motion carried. Jim noted the proposed amendments will be presented to the County Board of Commissioners on September 15th, 2026.

AGENDA ITEM 7: Proposed Amendment to Section 9.22 - Riparian Protection

Adam went over the Model County Buffer Ordinance from the Staff Report, including separate hand out. The staff report and copy of the handout may be obtained at the Planning and Zoning office upon request. Recommended looking through the model ordinance. We have until July 31st, 2027 to adopt amendments. He wanted to introduce the model ordinance so we can look at the different options, give them to you for review, would also encourage the board to look at our existing buffer ordinance to see the difference, 9.22 to look at side by side comparisons. No rush. Come back next month to piece it together a little bit.

Correspondence: None

Public Comment: None

Board discussion:

George asked if there was uniform support from other Counties. Where does this come from?

Adam explained, the State, BWSR, Board of Soil and Water Resources holds the buffer law and Counties adopt the law into their ordinances to comply. The are options in the model ordinance.

Geroge, it seems efficient to have it consistent.

Adam, it gives local government options to fit one's own County specifically.

Ken, buffers along...

Adam, streams, lakes, drainage ditches, public waters, and there is differences between private drainage ditches and a river with a 50' buffer and the drainage ditch has a 16.5' (one rod) buffer.

Andy, have these laws changed? Or is just a project to standardize the county's ordinance.

Adam explained, it is how the administrative penalty order is administrated. It gets a little complicated: there are deviations from the buffer; if you are doing more upland practices that prevent erosion, then you can get away with a reduced buffer. That takes working with the Soil and Water Conservation District and takes having an approved plan, but the general guide is 50' or 16.5' depending on the scenario.

Andy asked if all of that detail is in our ordinance or does it just say follow this rule, etc. or else...

Adam pointed out the model ordinance 4.6 alternative practices and believed that was in our ordinance, as well.

Roger, is this where we come with, the farmers all have to put a buffer around a creek and river?

Adam, yes, must be a vegetive buffer around it.

Roger, this was a number of years ago, a guy had a pond he rented for minnows, paid another farmer to deliver manure on the ice to help feed the minnows, 1951.

Ken moved to table, George seconded to table, voice vote, no dissent heard, motion carried.

AGENDA ITEM 8: Proposed amendment to create Section 9.24 – Data Centers

Jim, try to get this done by May, to not dump on the commissioners with no time left.

Adam, interim ordinance goes away earlier if we adopt an ordinance earlier.

Correspondence: None

Public comment: None

Board discussion:

Adam, put these in as the high points;

- Get an expert on Data Centers and give a presentation
- DNR to come in and talk about water use, permitting
- Energy to talk about the electric grid
- May have a special meeting to educate outside the meeting, and invite the public

Jim and Andy agreed to have the experts come in and talk. There is so much different information out there, how do you know what is true and not?

Ken, that is what has caught counties off guard. They have no idea how to regulate.

Andy stated there should be no NDA's (Non-disclosure agreements) with these companies and wants to get legal advice on that. He feels the public should have all of the information available to them and to be included.

Ken, we need to stay transparent, no doubt.

Andy, these DATA center companies require NDA's because they may have promoted certain reasons to have a DATA Center that may be related to proprietary technology or information that they might have that they may not want disseminated to the public, because it is a trade secret or something. If you sign an NDA, you can't talk about it and the public can't know about it. So, the public is like; is he holding some other secret? Are they getting kickbacks? What's going on here? It completely takes all credibility away from the whole process. In Todd County, the public deserves to know everything that is going on about it.

Adam, agreed.

Andy continued, that is his big concern about it. Above the water usage, the noise, the electric and all that. It's what kind of shady stuff is going on? There's big money out there, you are talking Google and Amazon.

George, huge!

Andy, they could buy the whole County if they wanted.

Ken, the entities own and operate these things, there is fierce competition between them and that is why they don't want their competition down the street knowing what they are doing.

Andy, he could see us going, okay, Amazon made us this proposal, let's take all the details they gave us and go over to Microsoft, give that to them, and see if they can give us a better deal. He thinks that is probably a big reason for the NDA's too. That's more of a Municipality or County promoting, trying to get a DATA Center, to get the tax benefit from it. Stated he is not sure that is what we are trying to do or not. All of the other stuff disturbed him but when he started reading about the NDA's, it really... we need legal input, even if it is the County attorney involved.

Ken stated the only thing and it's because he doesn't know, DATA Centers: they crunch DATA. To be able to do that, that have to get the DATA and have to disseminate the DATA which means they need a king sized DATA strip, which is a great big fiber optic cable, and he is not so sure we have one of those in Todd County. They usually follow the interstate. In his opinion, if there is any prospect of getting one, it is going to be down in that corner of the County.

Andy, there is a lot of fiber optic work coming out of Crow Wing County, because of CTC's applications for State Grants. There are rural parts of Todd County that are incredibly sparsely populated that have way better fiber optic internet connectivity than places in Minneapolis. Whether it's good enough for a DATA Center is an entirely different subject.

Ken, that's a whole different animal.

Andy, he's heard electrical rates go up in certain areas to support the infrastructures they have to bring in. They have a huge electrical demand just to run computers, and they have to cool all that stuff. We need the facts.

George, the converse of that is peak load charges that are making it more expensive for hyper load. People who demand that much energy are paying extra for infrastructure. This goes all over the place.

Andy, and that's the information we need for this thing.

George, this is such a political hot button now, particularly going into this fall, and it's been turned into a real hot potatoe, and the reality is: these things only work in certain places, where the right infrastructure is either already in place or affordably enough to put in and make sense to locate. The land, power, water and DATA. The DATA is the easiest one to address.

Andy, we are not far from the big transmission line coming out of N.D.

George, there are attempts to put moratoriums over the whole state right now and that has gotten into whole discussion with the unions, as this is creating so much business right now. You know there are twelve of these things trying to happen throughout Minnesota, but nothing in our direct area.

Andy, what he has heard is it has gone into areas where people are ill-prepared. It's a new phenomenon. You take a big prosperous large County compared to a Todd County, our resource and knowledge base we have to pull from is much more limited and a lot easier to get preyed on by company to come in and railroad it through as to us being informed and that is what we are trying to avoid.

Adam, get some expert on DATA centers.

Jim, who's going to give us not just one side or the other but give us just the truth?

Adam, someplace like the State of Minnesota to give us information. Did add a protection to Agricultural land.

Roger, you were talking about that corner of Todd County, that is "THE BEST FARMLAND" in this whole County. They also have the interstate and the big power line. They may bring a whole string of lines on what they have there.

Ken, they have only put half the wire on.

Adam, what zones are we going to allow them to exist in.

Jim, we would have to talk to the experts before we decide because is the DNR going to give the water? Would the power company have the ability to get enough power?

Adam stated he would try get that going as quick as possible.

Jim, it is a place to start, and if they don't have anybody but would recommend someone.

Ken or a County that has been through it.

Andy, there may even be someone from the public who has that information.

Adam, get a trustworthy source to get information to us. Call a special meeting for the public.

Adam, he will focus on that first, to find a DATA center expert he feels is a trustworthy source to provide information for us and then figure out how to make it happen. He will identify a person first.

Jim, we can read or you can listen to the news, it is either one side or the other, for or against, we need the truth.

Ken and George asked Adam to e-mail the handout to him "Great Plains Institute"

Adam, maybe even a speaker from "Great Plains Institute. A lot of good information.

Adam, we will just keep this on the agenda every month and talk a little about it every month from here on out.

Andy, will commissioners pay for speaker or per diem, travel?

Adam, if we have to pay a fee, we will cross that bridge when we get there. There is a process to go through. We may ask for approval, go to work session and give updates.

Andy, the commissioners get transmission of all of this?

Adam, yes, copy of the minutes, they can listen to the recordings, there are staff reports, and may just go to a work session and give direct updates to them.

Roger, we have to do all the work and their pay scale is a whole lot higher than ours.

Andy, the commissioners need to be aware in order to support our push. It is to provide this on a timely basis for them to make that proper decision.

George, the Great Plains Institute is very specifically about decarbonization. It's a think tank. It's funded by something to go in that direction, alternative energy sources.

Andy, their focus is environmental impacts of these DATA centers?

George, probably.

Andy, he did notice there was a lot of concern about water use. But the alternative to water use for cooling is higher electricity. He sees the attractiveness of northern Minnesota for cooling, just open the doors, in the winter. Simple ventilation can do a tremendous amount of cooling.

Ken motioned to table, seconded by Andy to table, voice vote, no dissent heard, motion carried.

Roger, what is in the water after cooling usage?

Ken, not much different than the radiator in your car.

Jim, do we have a motion to table until next month?

Ken moved to table and seconded by Andy, voice vote, no dissent heard, motion carried.

Adam did announce the Comprehensive plan was adopted, so he will get the board copies and Kessler's Bay was remanded back to this board because the DOT had concerns with the driveway.

Ken motioned to adjourn, Roger seconded it, voice vote, no dissent heard meeting adjourned at 7:51 PM.

Planning Commission Staff Report

September 3rd, 2026

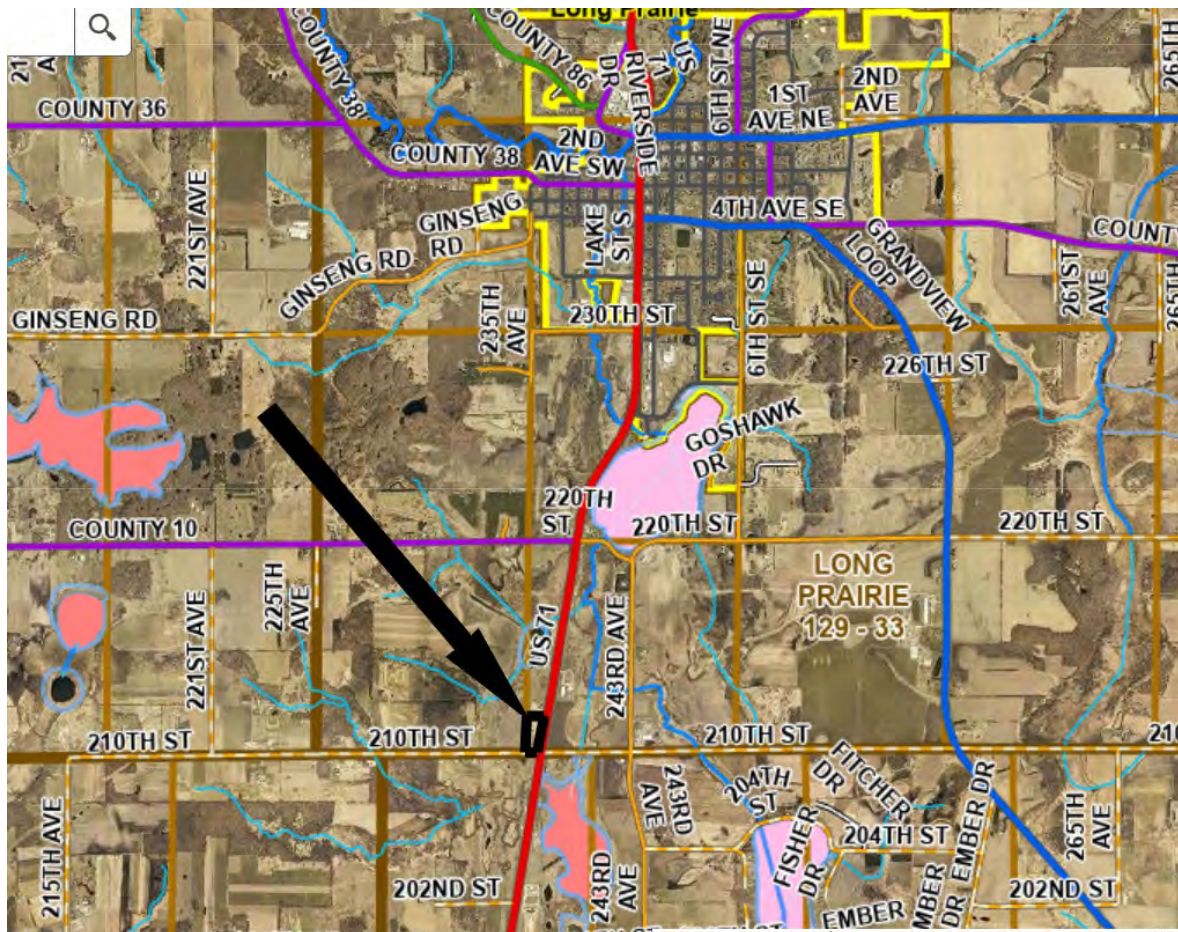
Completed by: Adam Ossefoort

Site visit completed by Adam Ossefoort and Ken Hovet on 8/28/2026

AGENDA ITEM 1:

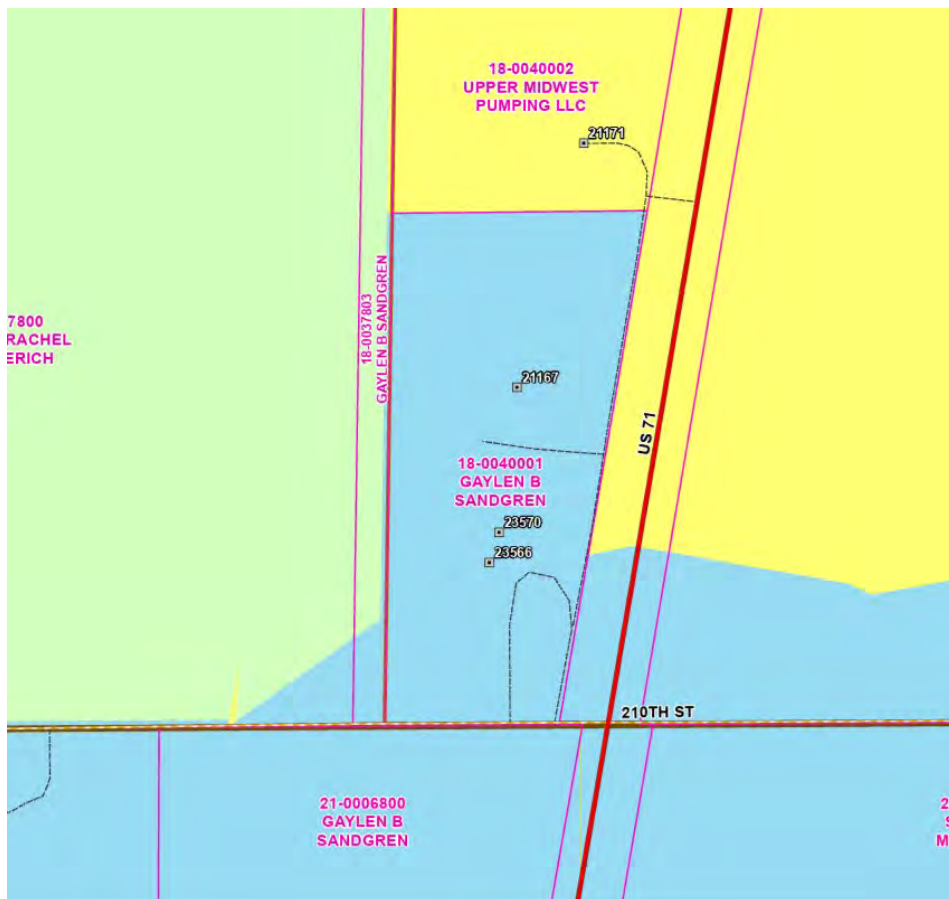
Applicant	Gaylen Sandgren
PIN	18-0040001
Site Address	23570 210th St
Zoning District	SHORELAND - NE

Applicant Request: Request to Rezone from Natural Environment Shoreland to Commercial Zoning District.

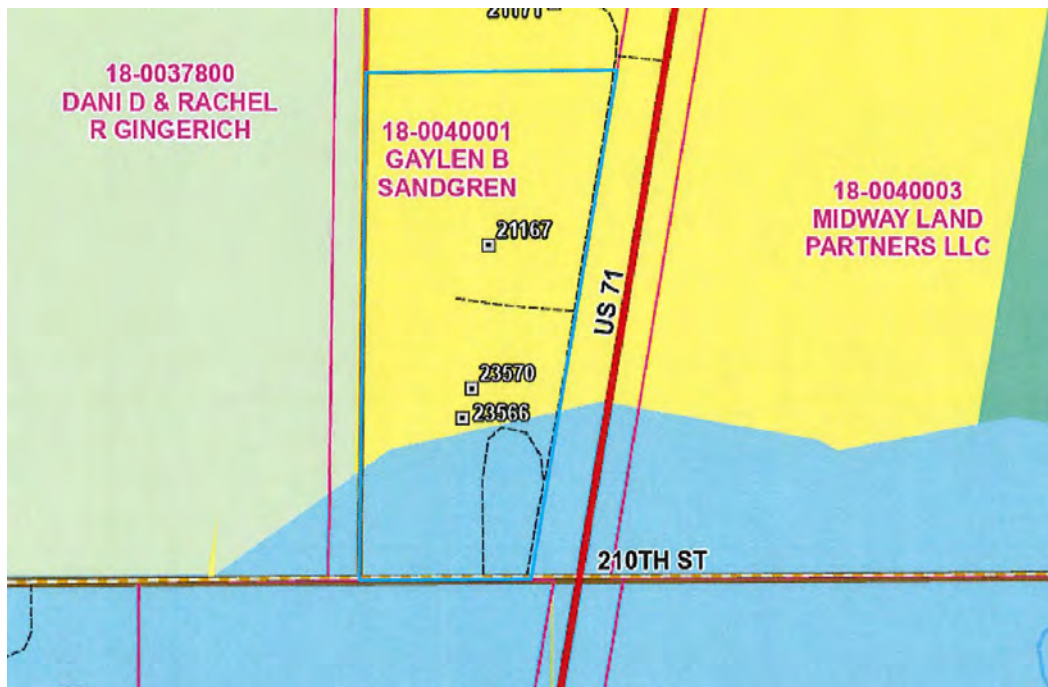




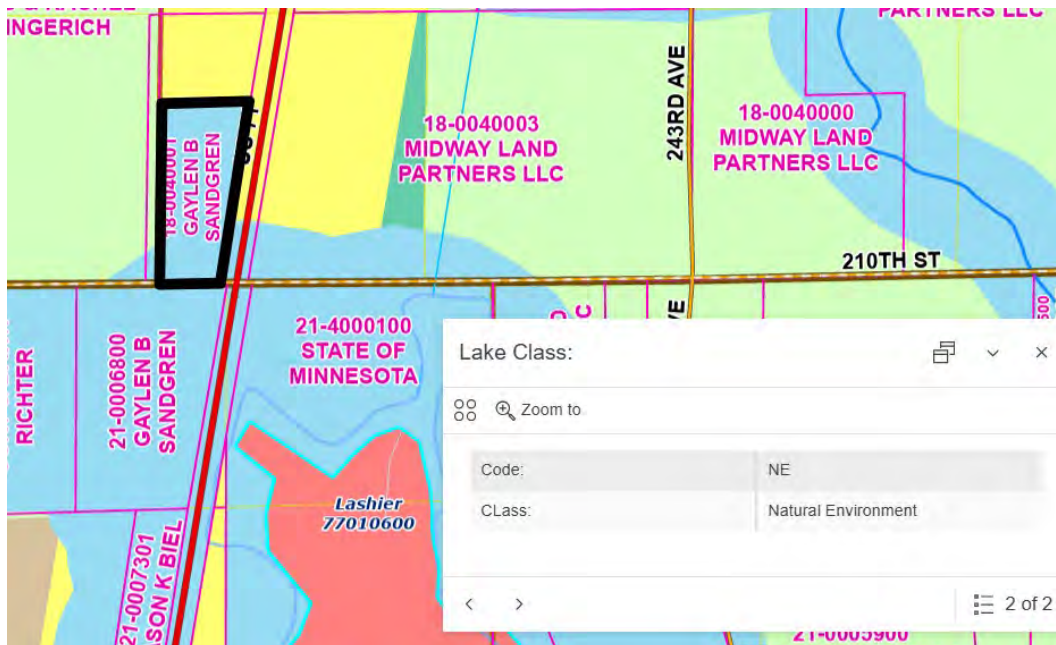
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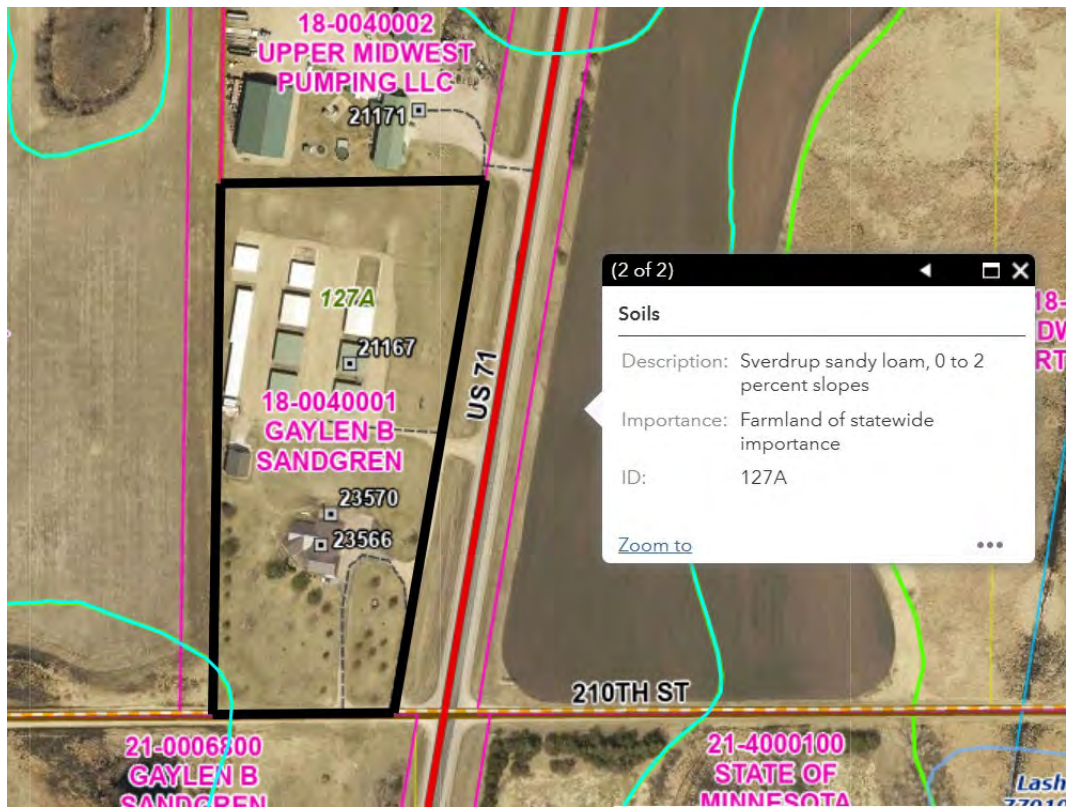
Current Zoning



Proposed Zoning



Existing zoning



Soils



Topography and wetlands



Looking west from US Highway 71



Looking south down US 71



Looking North



Looking southwest



Looking Northwest

Additional Notes:

Section 5.06 Zoning Amendments.

A. The County Board may adopt amendments to the zoning ordinance and zoning map in relation both to land uses within a particular district or to the location of the district lines. Such amendments shall not be issued indiscriminately but shall only be used as a means to reflect changes in the goals and policies of the County as reflected in the Comprehensive Plan or changes in conditions in the county.

Rezoning of this property was granted on June 16th, 2026, to rezone entirely to Shoreland – NE Zoning. The rezoning was granted with no conditions. This request reverts the zoning back to the original designation.

Recommendation:

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

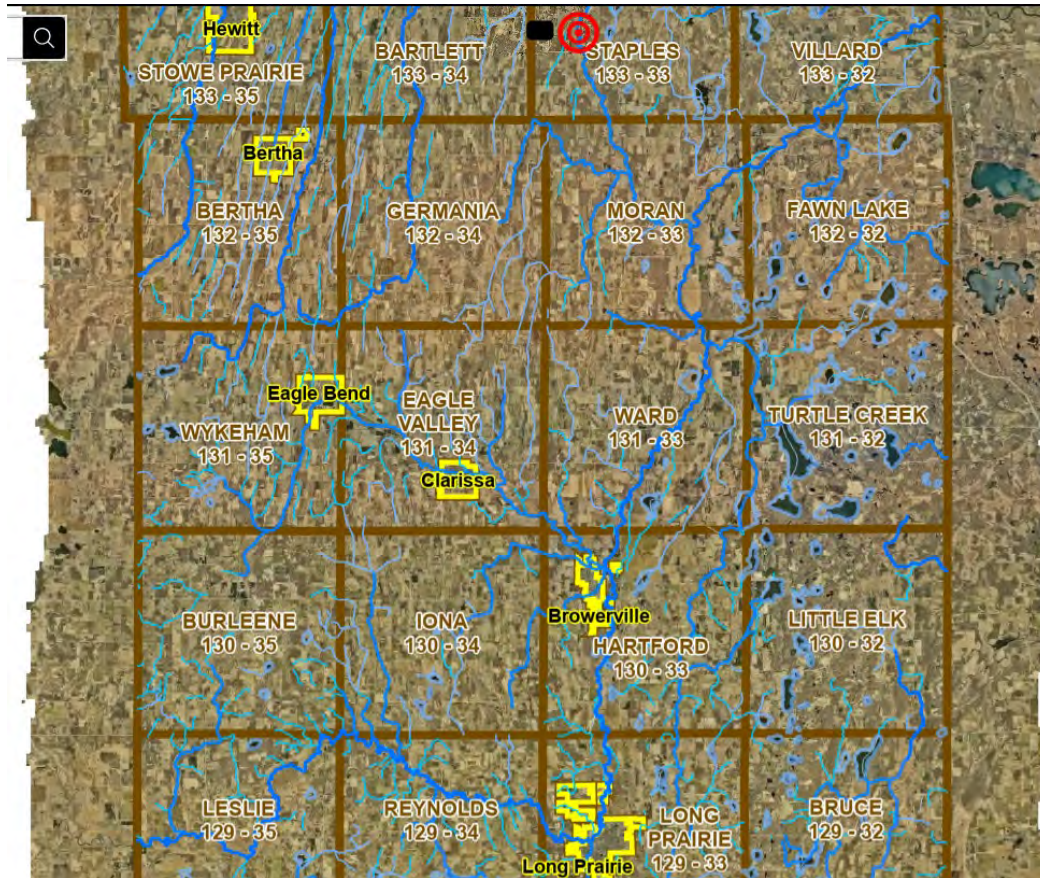
Proposed Conditions:

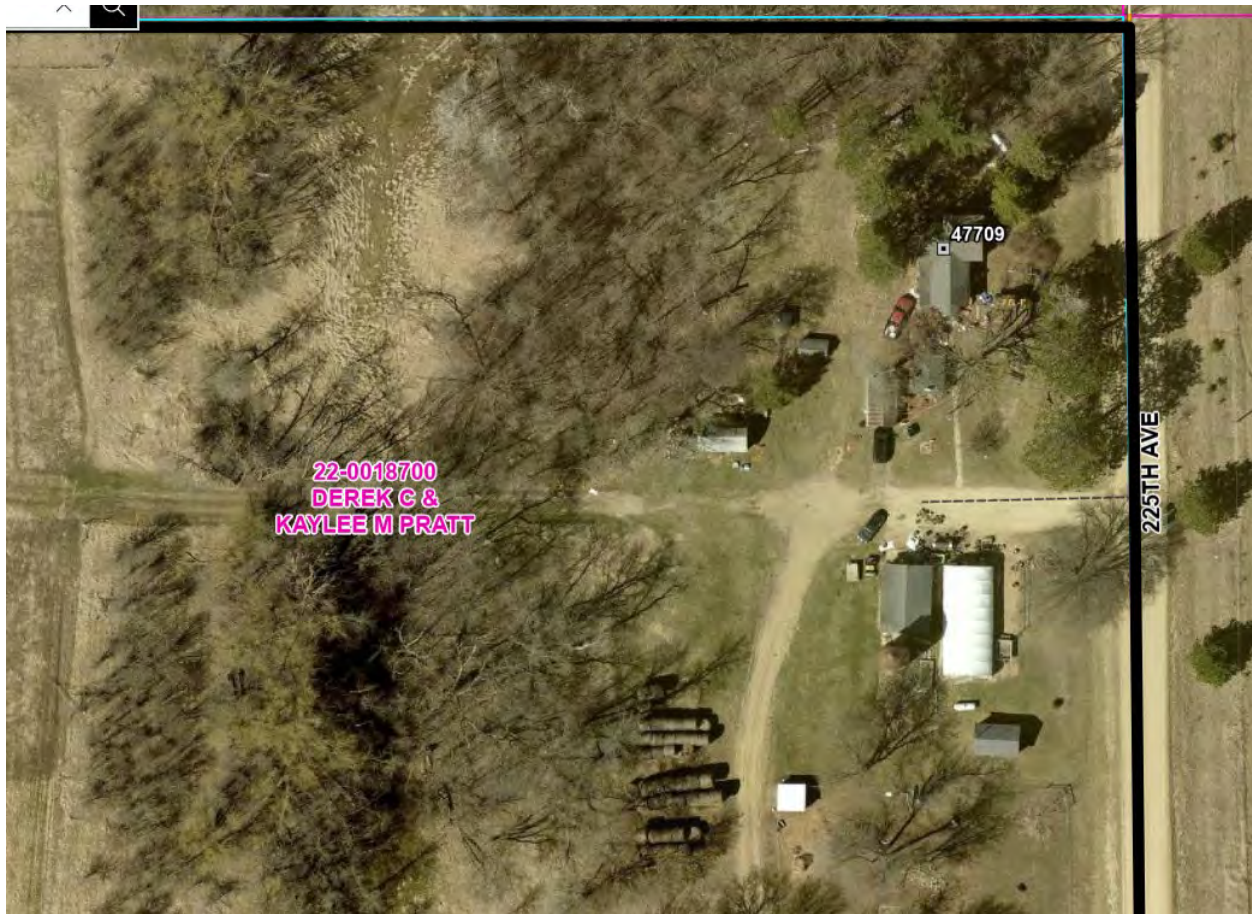
1. No Conditions

AGENDA ITEM 2:

Applicant	Kaylee Pratt
PIN	22-0018700
Site Address	47709 225th Ave
Zoning District	AF1

Applicant Request: Request for CUP to expand an existing Greenhouse business by adding a second Greenhouse (30' x 40') in AF-1 Zoning District.





Site Image



Site sketch provided in the application

Map Key

Septic

Instillation : 2017

Inspection: 07/08/2024

Location : West of House

House

Setback: 36'

Location: Northeast Corner of Property

Garage

Setback: 65'

Size: 20' x 28'

Location: South of driveway

Greenhouse #1

Setback: 36'

Size: 21' x 48'

Parking

Location: West of Garage Either Side of driveway.

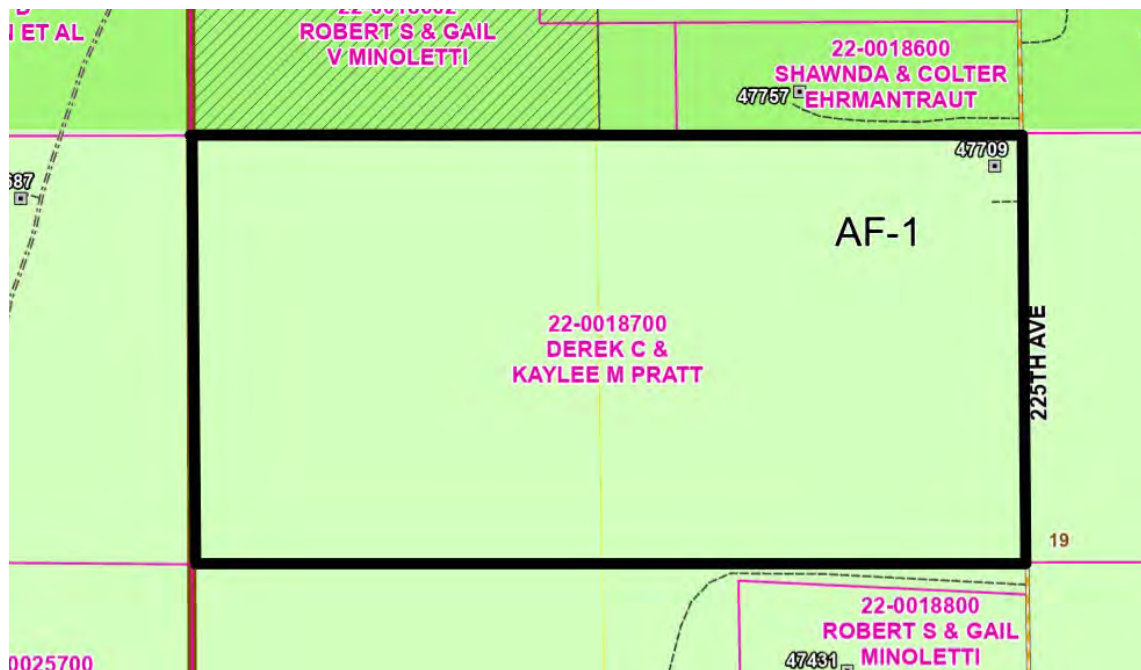
Size: 10+ Cars each side.

* Greenhouse #2 *

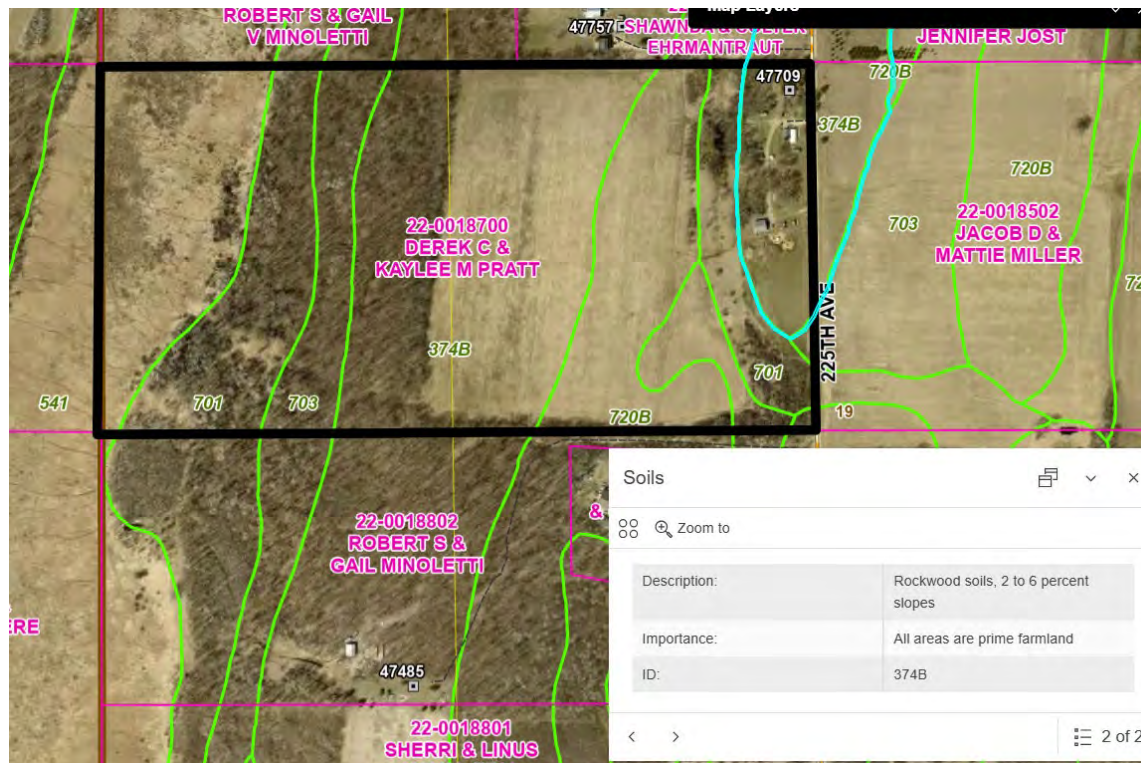
Size: 30' x 40'

Location: South of Garage

Setback: 65' - 70'



Zoning



Soils



Topography and wetlands



Looking south down 225th Ave



Looking north



Looking west into the subject property from 225th Ave



Looking south at the existing greenhouse



Looking south at the proposed parking area



Looking east at the proposed additional greenhouse location



Looking west



Looking west again

Additional Notes:

CUP2024-015 was granted on August 20, 2024, for establishment of a greenhouse. Condition #3 restricted the CUP to a single greenhouse structure. Expansion or construction of additional greenhouses would require the review of the Planning Commission.

The County has no documented complaints against the greenhouse operation.

Document #: A542604

08-30-2024 at 4:08 PM
KIMBERLY BOSL
TODD COUNTY RECORDER
Long Prairie, MN
Fee Amount: \$46.00

Return via MAIL:
TODD COUNTY PLANNING & ZONING
151 ST AVE S #103
LONG PRAIRIE, MN 56347

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Kaylee M. Pratt
Mailing Address: 47709 225th Avenue
Staples, MN 56479

Property Owner: Derek C. & Kaylee M. Pratt
Mailing Address: 47709 225th Avenue
Staples, MN 56479

Site Address: 47709 225th Avenue, Staples, MN 56479 **Parcel Number:** 22-0018700

REQUEST:

1. Request to establish: "Sweet P's Nursery" as a family owned greenhouse business in AF-1 Zoning.

The above entitled matter was heard before the Todd County Planning Commission on the 1st day of August, 2024 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

See Exhibit "A"

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2024-015 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. The greenhouse operator must provide adequate off-street parking for all greenhouse traffic. No parking will be allowed within the road right of way.
2. No loading or unloading of materials will be allowed within the road right of way.
3. The business is restricted to construction of a single greenhouse as proposed. Construction of additional greenhouses or expansion to an existing greenhouse will require review by the Planning Commission.

Page 1 of 2

4. Business signage must abide by the Home-Based Business requirements, Section 9.15 of the Todd County Planning and Zoning Ordinance. Placement of signage within the road right of way shall require approval from the road authority.
5. Applicant must obtain additional permitting and/or licensing from additional government agencies as necessary.

Barb Becker
Todd County Board of Commissioners
Barb Becker, Chairperson

8-20-24
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 30th day of August, 2024.

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

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: 9/16/2024
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.

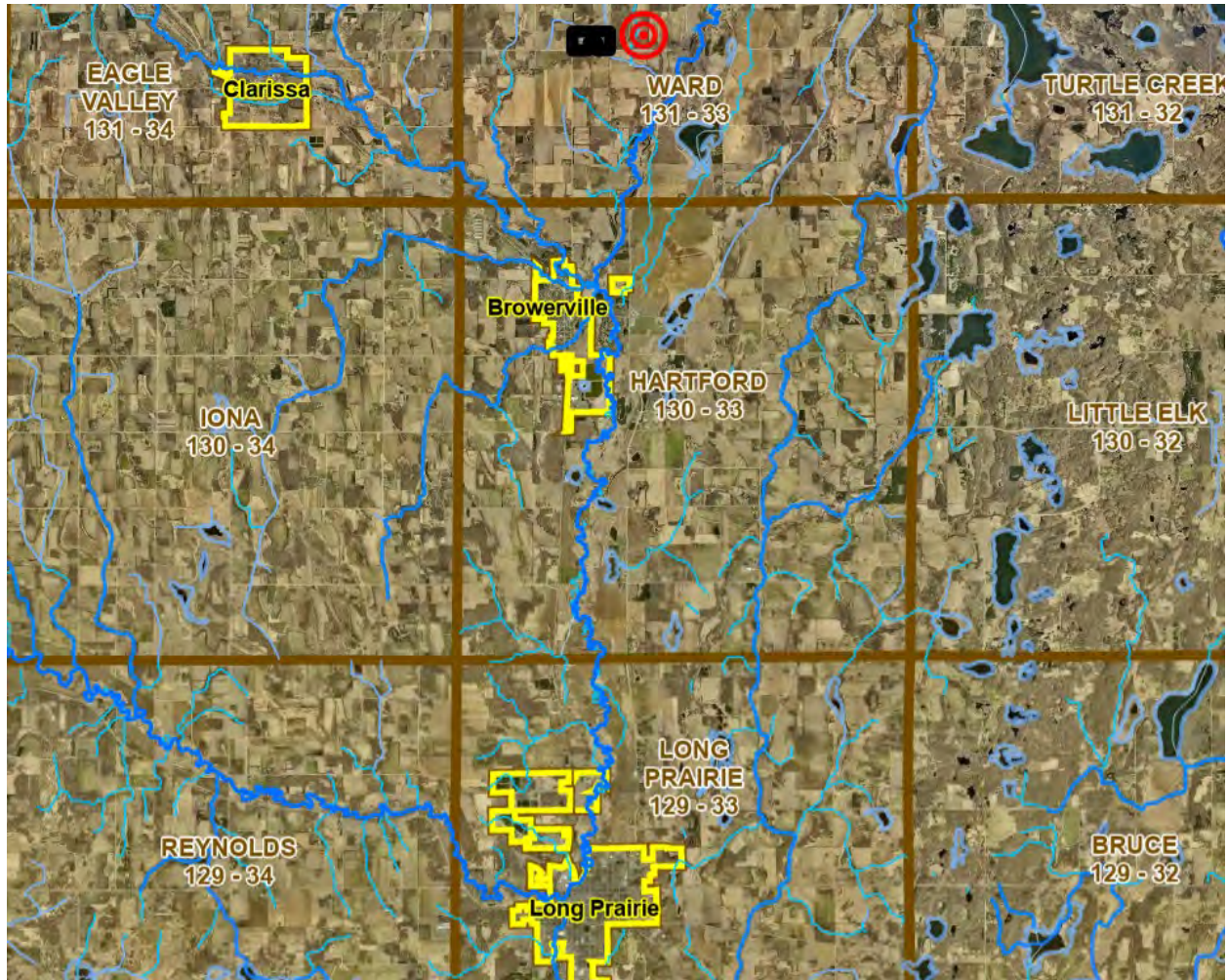
Recommendation:

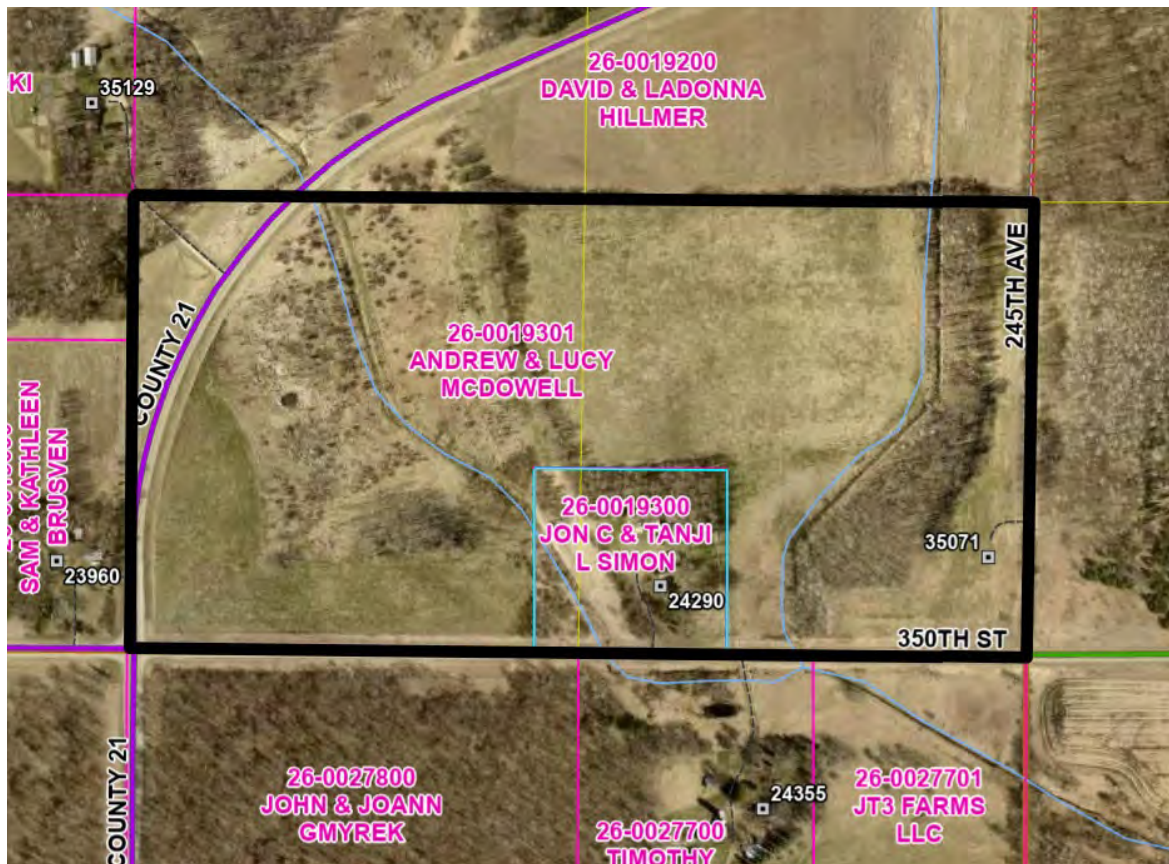
A motion to recommend a continuation of the Conditional Use Permit and allow for construction of one additional greenhouse structure.

AGENDA ITEM 3:

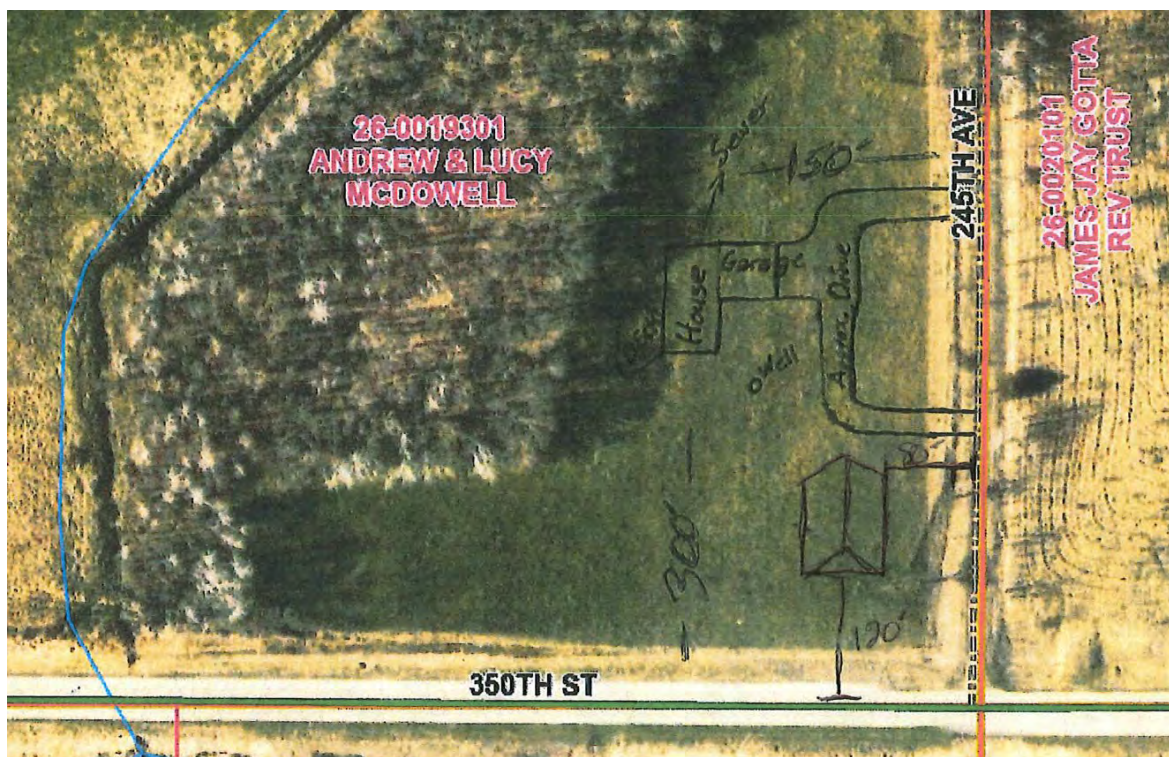
Applicant	Douglas Raber
PIN	26-0019301
Site Address	35071 245th Ave
Zoning District	AF2

Applicant Request: Request for CUP for the Manufacture of Poly lawn furniture in AF-2 Zoning District.

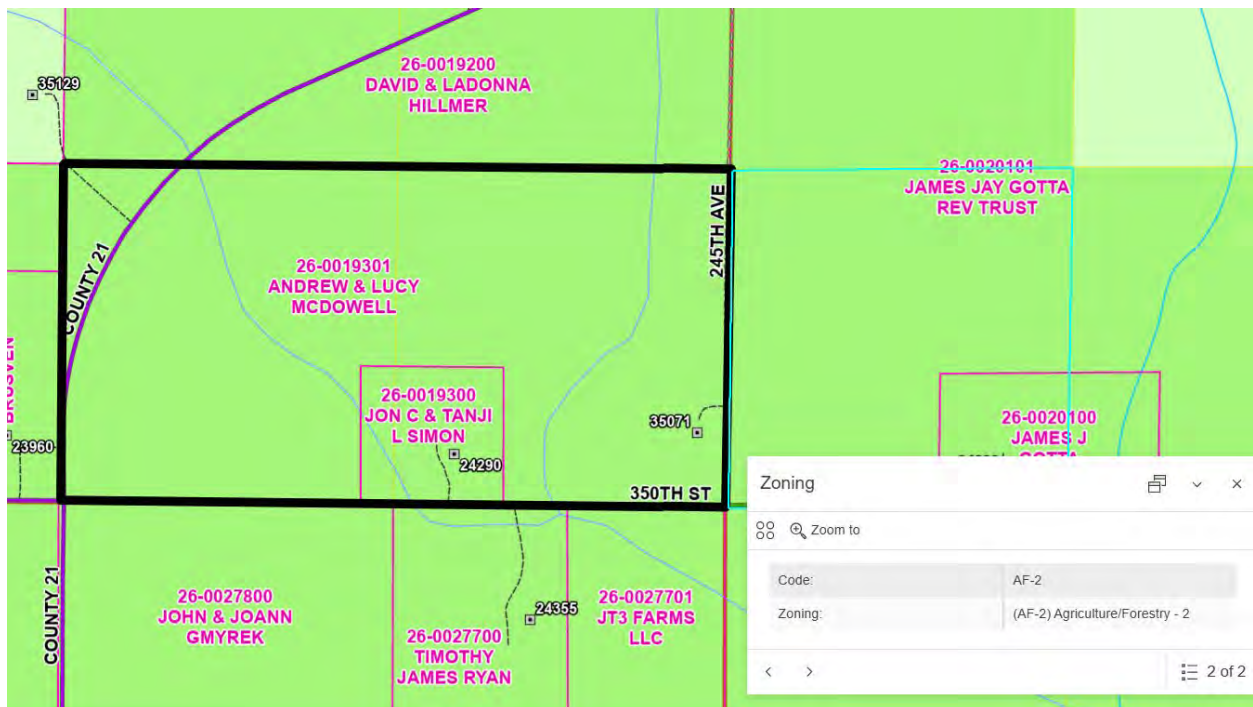




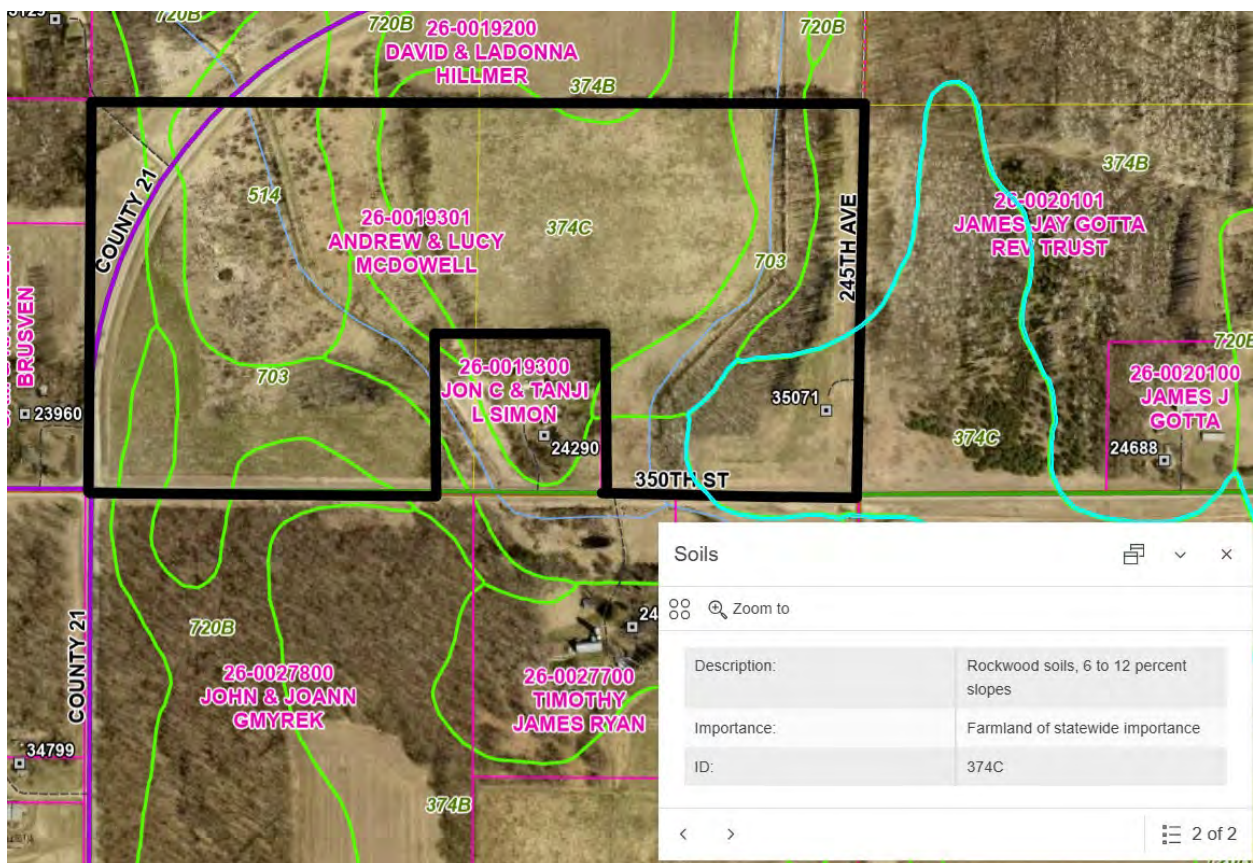
Site Image



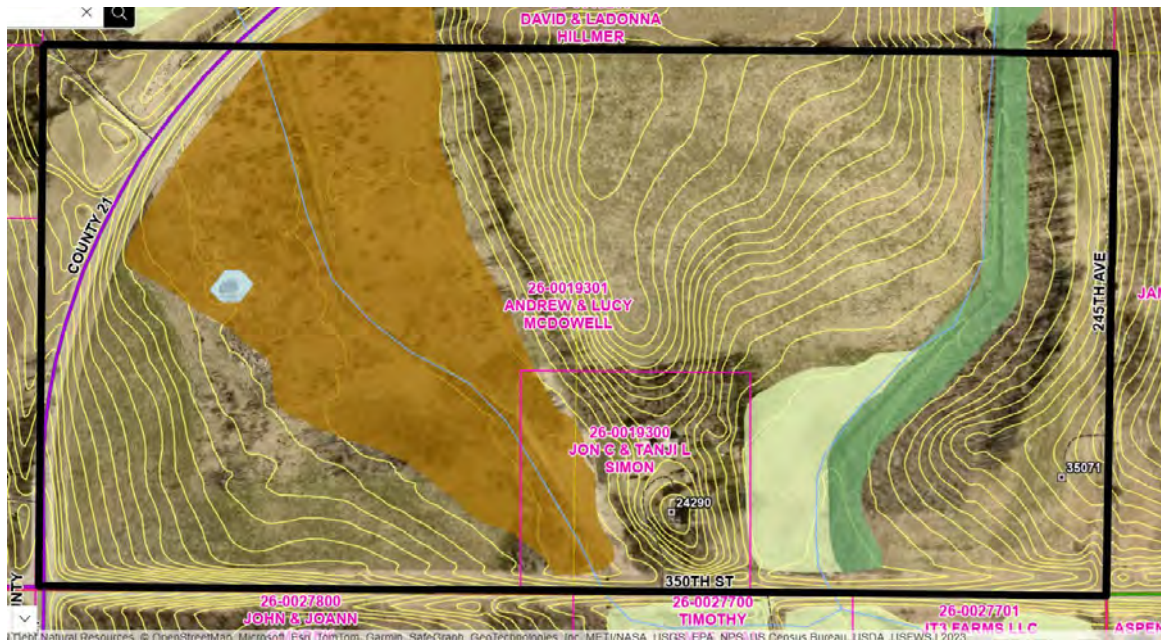
Site sketch provided in the application



Zoning



Soils



Topography and wetlands



Looking west down 350th Street



Looking east



Looking north down 245th Ave



Access to the site from 245th Ave



Proposed structure location for poly furniture construction



Additional view

Application Considerations:

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

Economic Development Guiding Principle #4-
Promote, protect, and support existing business and agriculture.

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

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

This proposal will not impact the ability to develop or improve neighboring properties.

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

There is a demand for the materials this operation will create and provides an opportunity for a business to operate in Todd County. The products produced in this operation provide local retail options.

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

There are no parks, schools, or other public infrastructure of concern other than the roadway. There is not an anticipated large increase in traffic to and from the site. The operation is proposed as wholesale production only so customer traffic will be minimal.

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

This proposal will cause very little environmental hazard. This proposal will not cause any erosion concerns, nor does it utilize water resources for operation.

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

Traffic congestion is of minor concern as this proposal is not anticipated to create a large increase in traffic volume. The proposal is for wholesale only so there is no need for a large parking area.

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

The main areas of concern would be noise and storage of products.

Conditions to mitigate these concerns should be considered in the granting of this permit.

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

Sawmills and other fiber processing operations are allowed in AF-2 zoning by conditional use permit. Although this proposal is not processing wood or fiber products, the proposal fits the same general characteristics and would require a Conditional Use Permit.

Additional Notes:

Recommendation:

Proposed Conditions:

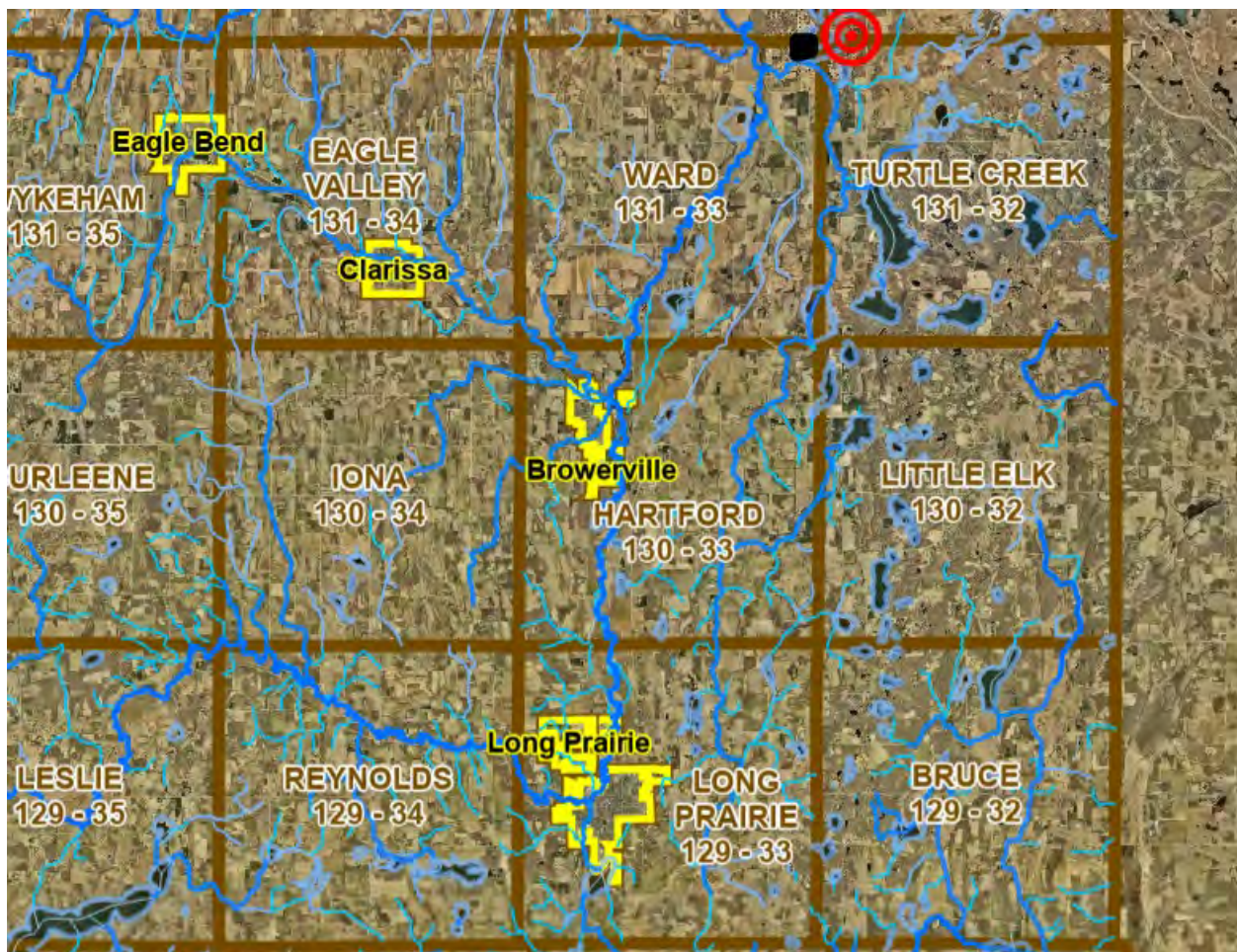
1. Operation is restricted to wholesale production of products as identified in the application.
2. Operation shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.

4. Storage of finished products must be located outside of the road right-of-way.
5. There shall be no loading or unloading of materials within the road right-of-way.
6. Applicant shall abide by all other applicable federal, state, and local standards.

AGENDA ITEM 4:

Applicant	Wayne Swart
PIN	26-0000100
Site Address	38706 281st Ave
Zoning District	SHORELAND – NE – TURTLE LAKE

Applicant Request: Request for CUP for Mini Storage in Natural Environment Shoreland Zoning District.

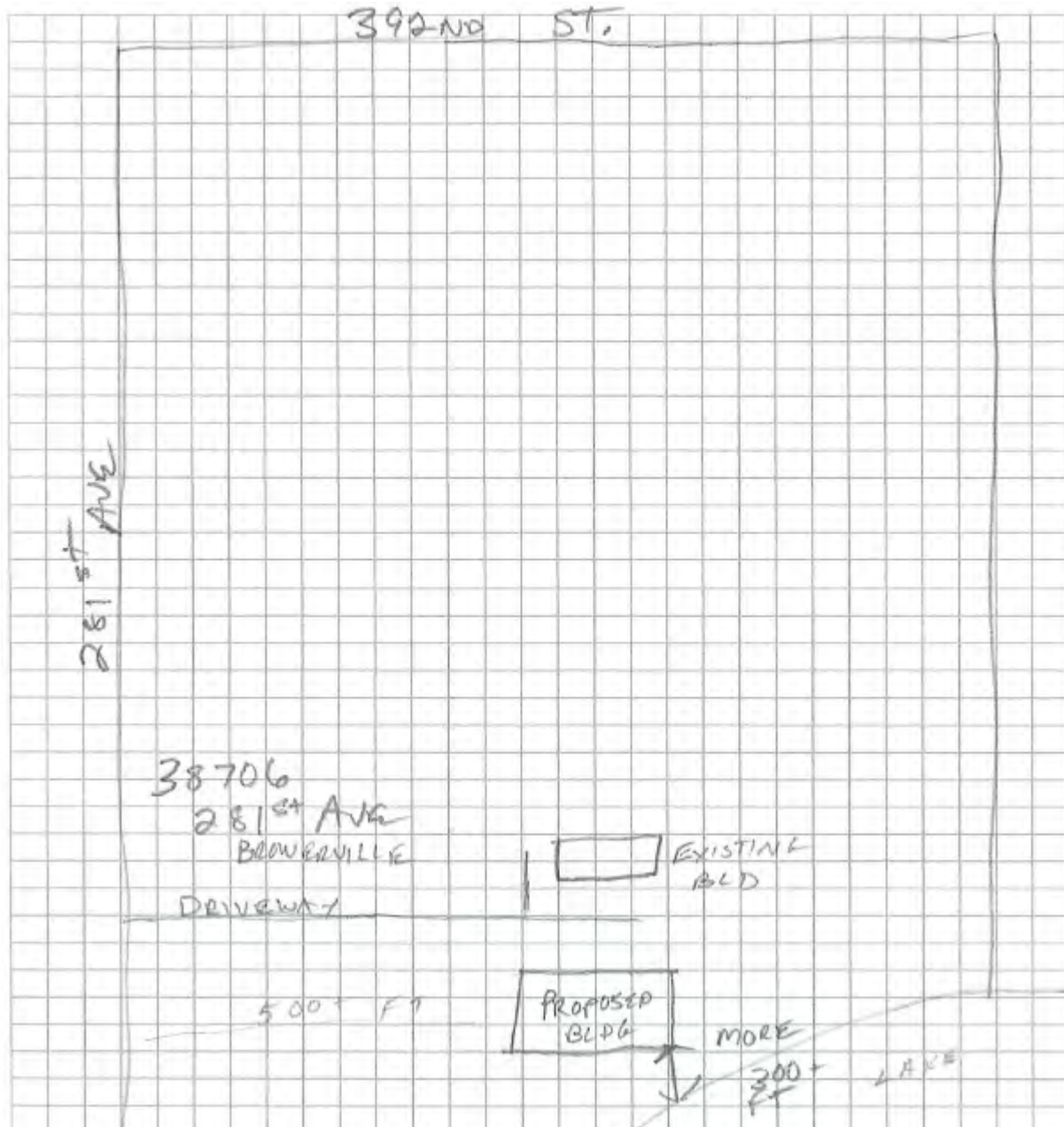




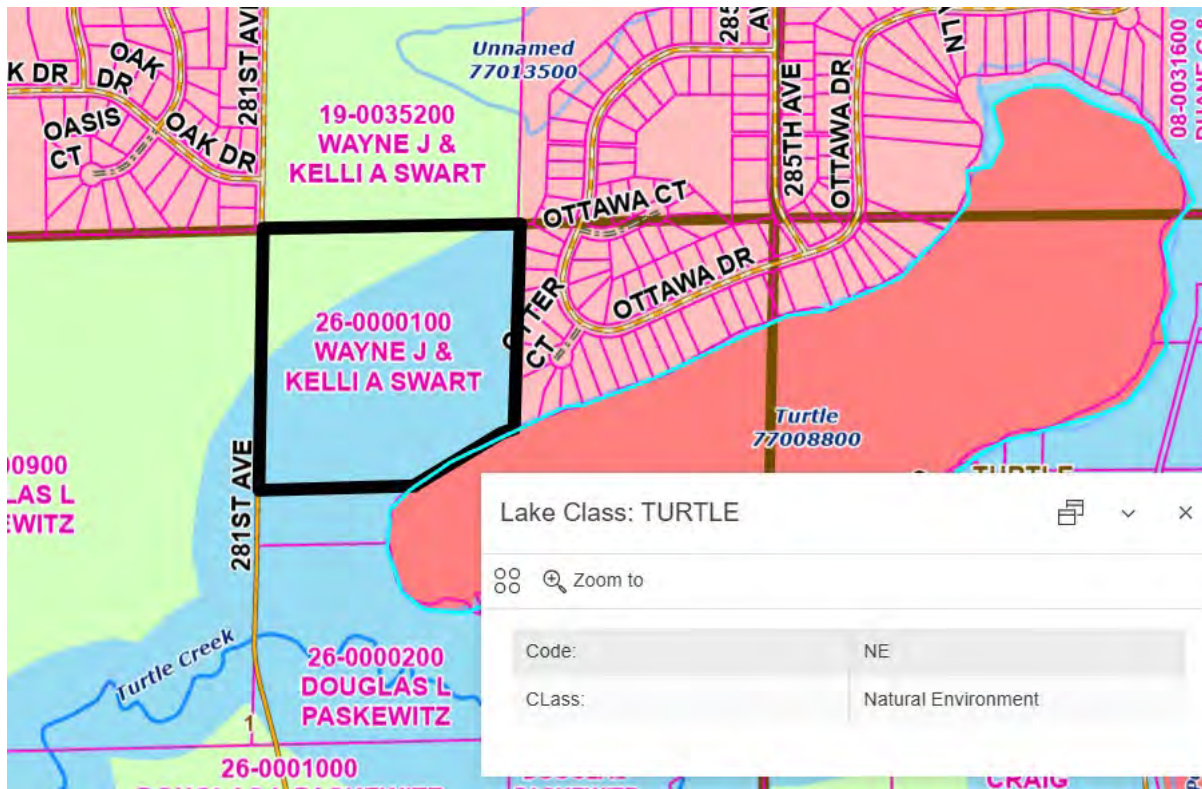
Site Image



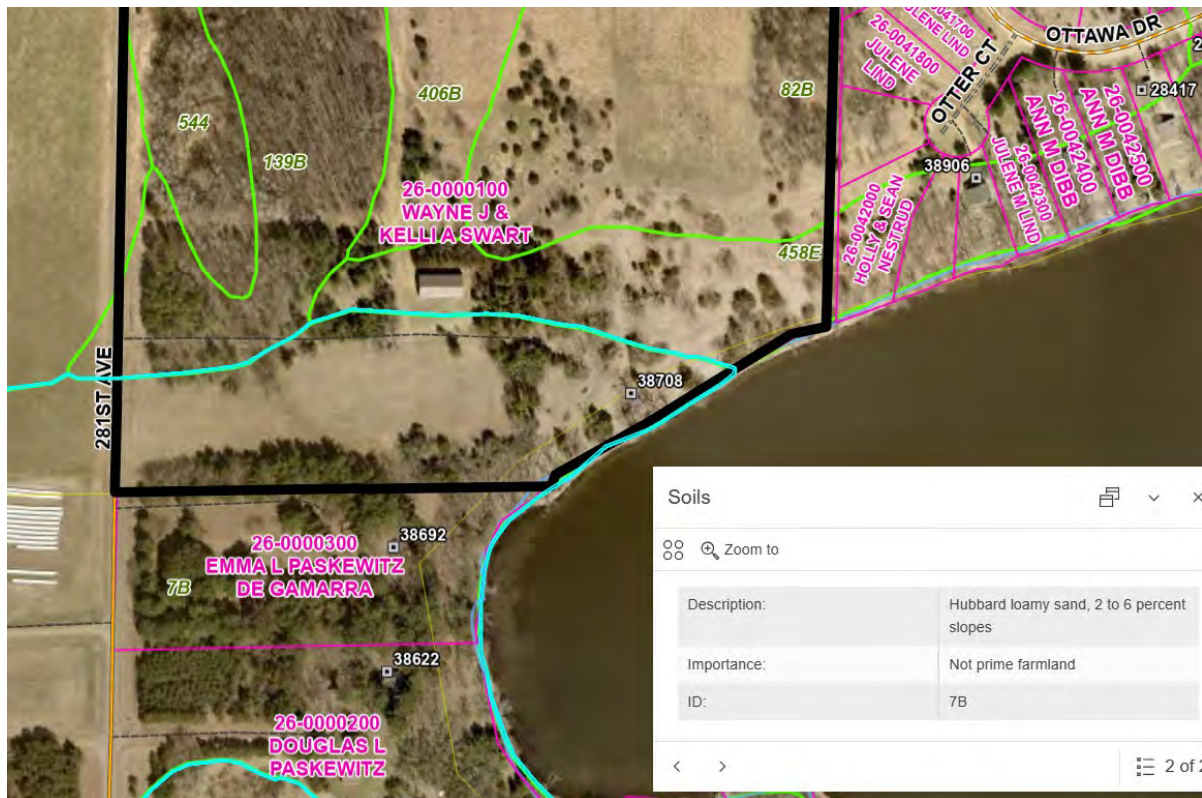
Site Sketch provided in the application



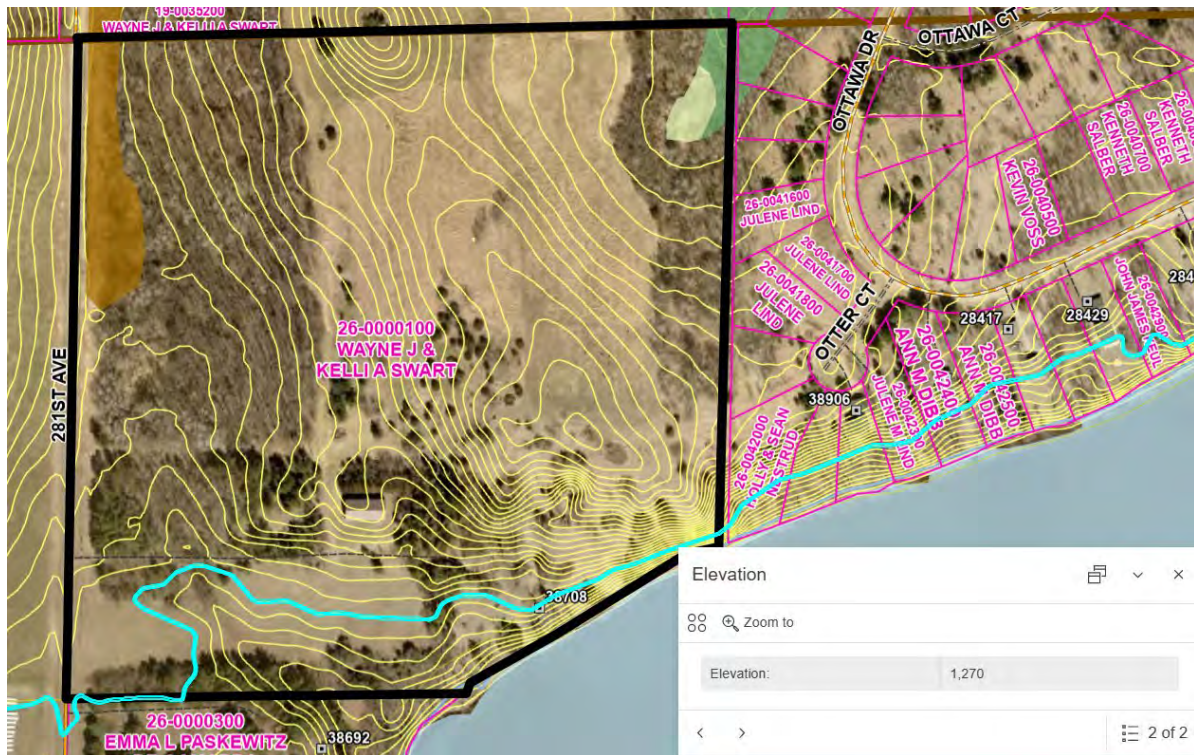
Additional site sketch



Zoning



Soils



Topography and wetlands



Looking north from the proposed mini-storage site.



Looking east from the proposed site



Looking south



Looking west



Looking north down 281st Ave



Looking south



Looking east from 281st Ave into the property

Application Considerations:

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

Land Use Guiding Principle #3 – Promote the location of more intense development in or near cities where urban services can easily be provided and extended.

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

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

The proposed land use will not impact the ability of neighboring properties to further develop or make improvements to their properties.

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

There is a need for this type of land use particularly in residential or shoreland areas.

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

There is no public infrastructure existing or proposed in the area that would be impacted by this proposal. There is no anticipated excessive traffic on the roadway as a result of this application.

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

The proposed structure will have very little potential for environmental harm. Erosion controls will be required and reviewed in the land use permitting process.

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

Traffic congestion is of little concern with this proposal. Traffic will increase on two weekends per year for drop off and pick up as described in the application.

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

Minimal concern of public nuisance characteristics with this application. The site is located in a spot with natural screening on three sides and is set back off the roadway.

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

Mini-Storage is identified as a Conditional Use in Shoreland Zoning.

Recommendation:

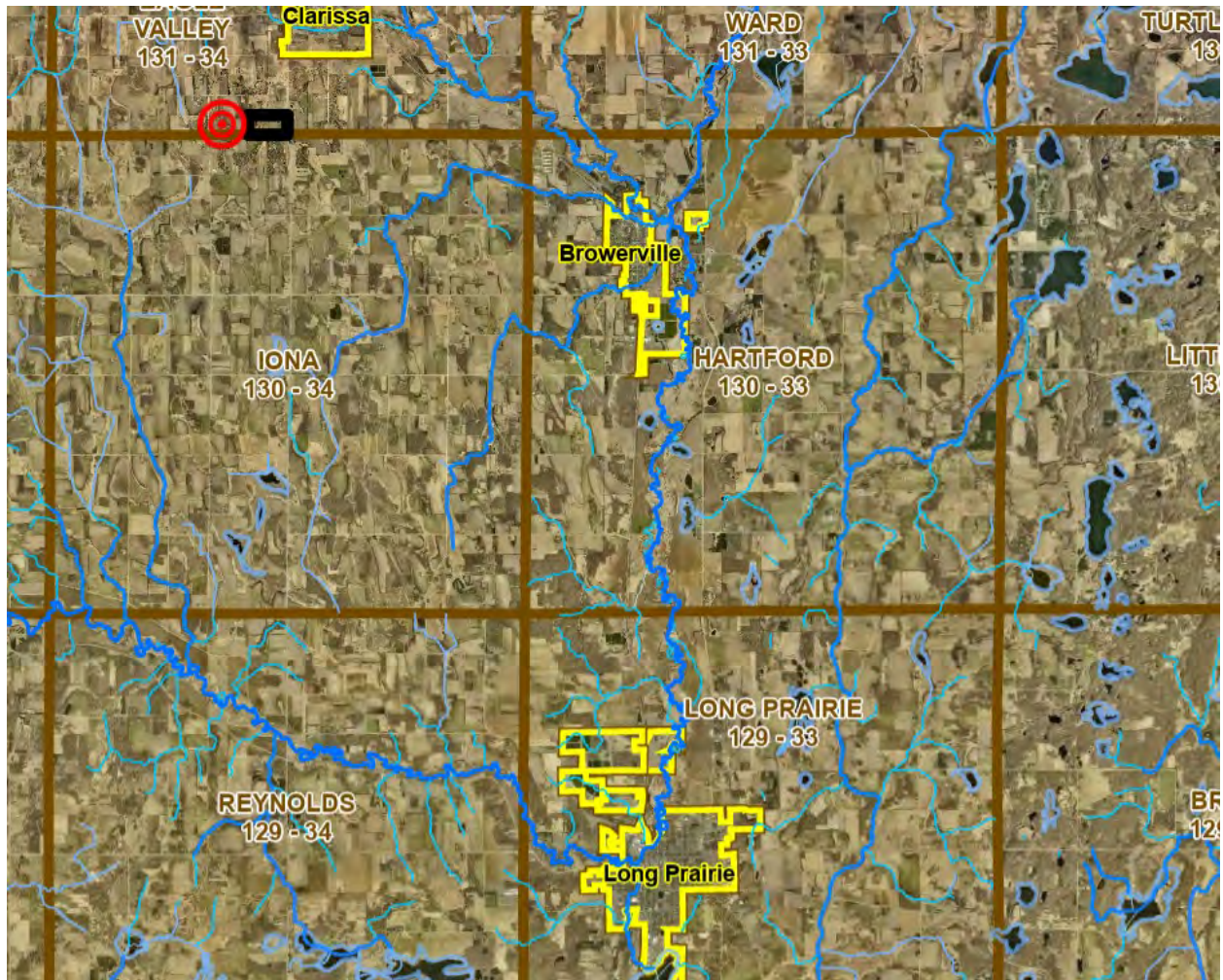
Proposed Conditions:

1. Site is limited to the construction of a single structure as proposed in the application. Additional storage structures shall require the review of the Planning Commission.
2. New accesses from the public roadway shall be approved by the road authority prior to installation.
3. Vegetative screening shall always be maintained to provide sufficient screening to Turtle Lake.
4. Applicant shall abide by all other applicable federal, state, and local standards.

AGENDA ITEM 5:

Applicant	Mose Miller
PIN	07-0039400
Site Address	33223 County Road 11
Zoning District	AF2

Applicant Request: Request for CUP for Temporary Family Housing in AF-2 Zoning District.

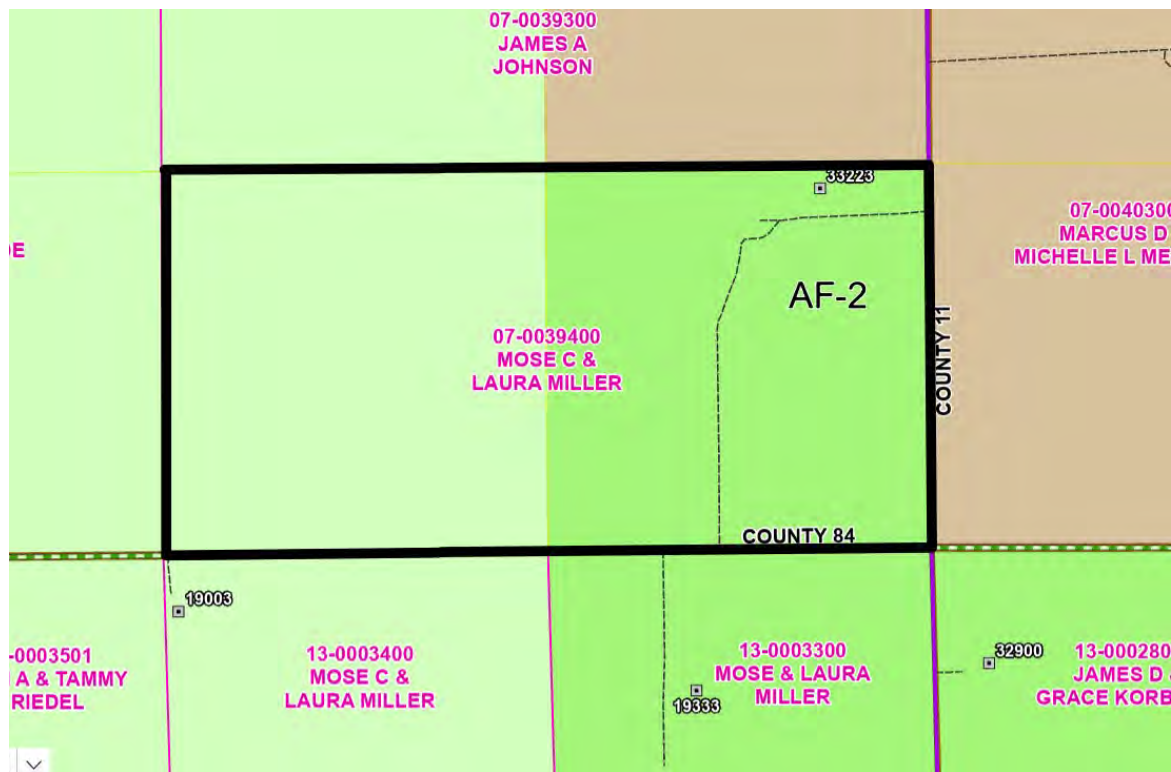




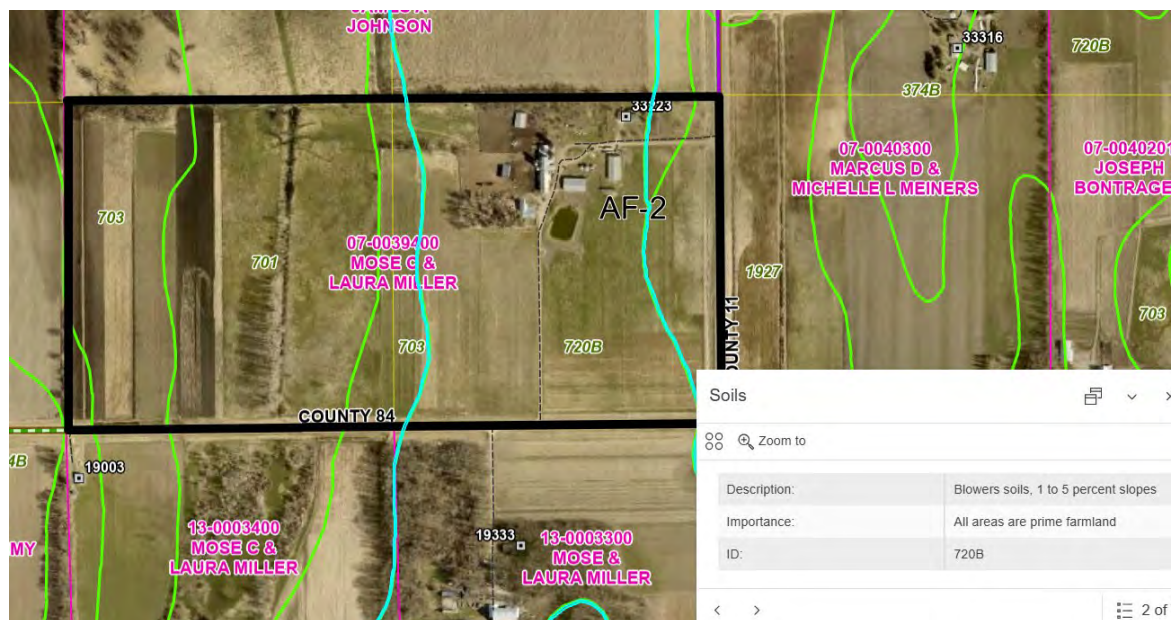
Site Image



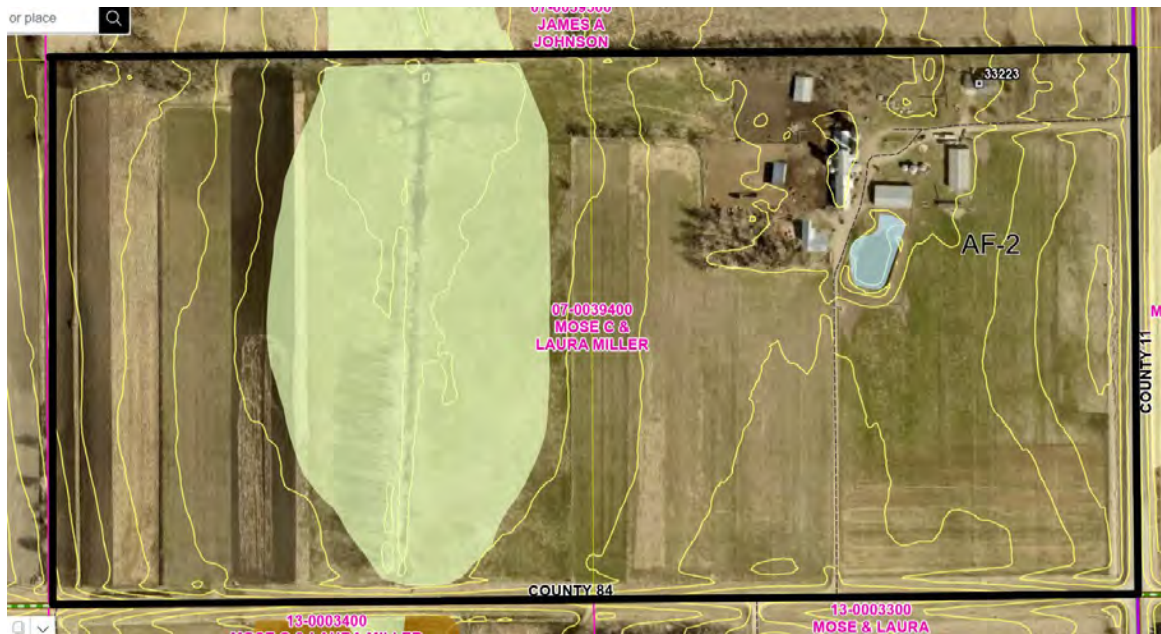
Site sketch provided in the application



Zoning



Soils



Topography and wetlands



Proposed structure in the proposed location. Looking North



Looking east



Looking south down County 11



Looking North



Looking west from County 11



Looking west.

Additional Notes:

Section 9.17 – Temporary Family Housing

A. Temporary family housing may be allowed in the AF-1, AF-2, R-10 and R-2 districts with a conditional use permit. Temporary dwellings shall comply with the following standards:

- (i) Temporary family housing is for immediate family members only. Conditional use permits shall be issued for an individual and not the land.
- (ii) The dwelling size shall not exceed 1280 square feet, one story, or two bedrooms.
- (iii) The dwelling, site, or combination of shall not be subdivided, sold or used as rental property.
- (iv) All temporary family housing may be subject to a biennial review by the Planning & Zoning staff.
- (v) Temporary housing shall be removed from the property within 60 days of disuse.
- (vi) Temporary housing shall be required to hook up to a compliant septic system

Recommendation:

Proposed Conditions:

1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.

AGENDA ITEM 6: Proposed amendment to Section 9.04 – Prohibited Structures

Existing Language –

Section 9.04 Prohibited Structures

- A. No garage, trailer, semi-trailers, cargo containers, railroad cars, fish house, or accessory building shall at any time be used as a residence.
- B. Semi-trailers, railroad cars, and cargo containers may be used for storage structures in AF-1, AF-2 and Commercial zones but shall be limited to two per parcel and shall require a land use permit
- C. Manufactured houses or similar structures shall not be used for storage.
- D. Abandoned manufactured homes are prohibited.

Proposed Language –

Section 9.04 Prohibited Structures

- A. No garage, trailer, semi-trailers, cargo containers, railroad cars, fish house, or accessory building shall at any time be used as a residence.
- B. Semi-trailers, trucks, railroad cars, cargo containers and similar structures may be used for storage structures in AF-1, AF-2 and Commercial zones but shall be limited to two per parcel, shall require a land use permit, and are subject to the accessory use standards for the district in which it is located.
- C. Semi-trailers, trucks, railroad cars, cargo containers, and similar structures shall be free of any lettering or advertising, painted in uniform, earth-toned colors, and situated in a location that provides the least visible impact to the public waters.
- D. Semi-trailers, trucks, and railroad cars shall have all running gear removed. Including wheels, axles, suspension, and associated framework.
- E. Manufactured houses or similar structures shall not be used for storage.
- F. Abandoned manufactured homes are prohibited.

AGENDA ITEM 7: Proposed Amendment to Section 9.22 - Riparian Protection



Model County Buffer Ordinance

Buffer Law Implementation

July 10, 2026

1.0 Statutory Authorization and Policy

- 1.1 **Statutory authorization.** This buffer ordinance is adopted pursuant to the authorization and policies contained in Minn. Stat. §103F.48, the Buffer Law, and the County planning and zoning enabling legislation in Minn. Stat. chapter 394.
- 1.2 **Purpose and intent.** It is the purpose and intent of _____ County (hereinafter, "the County") to:
 - (a) Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:
 - (1) protect state water resources from erosion and runoff pollution;
 - (2) stabilize soils, shores and banks; and
 - (3) protect or provide riparian corridors.
 - (b) Implement and enforce of the water resources riparian protection requirements of Minn. Stat. §103F.48 with the shoreland management rules and ordinances adopted under the authority of Minn. Stat. §103F.201 to 103F.227 and the management of public drainage systems established under Minn. Stat. chapter 103E where applicable; and
 - (c) Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.
- 1.3 **Roles and Responsibilities:** Language in this Ordinance appears to direct another governmental agency to take action merely restates provisions contained in Minn. Stat. §103F.48 or BWSR's adopted Buffer Procedures and does not constitute an assertion of jurisdictional authority by the County over that agency.

Note: A Memorandum of Understanding could be a useful tool in establishing a framework for cooperation between parties connected to this rule, enabling legislation and BWSR Procedures

2.0 Definitions

- 2.1 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words "must" and "shall" are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.
 - 2.1.1 **APD:** means the administrative penalty order issued pursuant to Minn. Stat. §103F.48, subd. 7 and Minn. Stat. §103B.101, subd. 12a.
 - 2.1.2 **Buffer:** has the meaning provided in Minn. Stat. §103F.48, subd. 1(c).

- 2.1.3 **Buffer protection map:** has the meaning provided in Minn. Stat. §103F.48, subd. 1(d) and which is available on the Department of Natural Resources website.
- 2.1.4 **BWSR:** means the Board of Water and Soil Resources.
- 2.1.5 **Buffer Law:** Minnesota Statutes §103F.48.
- 2.1.6 **Cultivation farming:** means farming practices that disturb root or soil structure or that impair the viability of perennial vegetation due to cutting or harvesting near the soil surface.
- 2.1.7 **Drainage authority:** has the meaning provided in Minn. Stat. §103E.005, subd. 9.
- 2.1.8 **Landowner:** means the holder of the fee title, the holder's agents or assigns, any lessee, licensee, or operator of the real property and includes all land occupiers as defined by Minn. Stat. §103F.401, subd. 7 or any other party conducting farming activities on or exercising control over the real property.
- 2.1.9 **Local water management authority:** has the meaning provided in Minn. Stat. §103F.48, Subd. 1(g).
- 2.1.10 **Normal water level:** means the level evidenced by the long-term presence of surface water as indicated directly by hydrophytic plants or hydric soils or indirectly determined via hydrological models or analysis.
- 2.1.11 **NRCS:** means the Natural Resources Conservation Service; agency of the U.S. Department of Agriculture.
- 2.1.12 **Parcel:** means a unit of real property that has been given a tax identification number maintained by the county.
- 2.1.13 **Public drainage system:** has the meaning given to "drainage system" in Minn. Stat. §103E.005, subd. 12.
- 2.2.14 **Public water:** As defined at Minnesota Statutes §103G.005, subdivision 15, and included within the public waters inventory as provided in Minnesota Statutes §103G.201.
- 2.1.15 **Shoreland standards:** Local shoreland standards as approved by the Commissioner or, absent such standards, the shoreland model standards and criteria adopted pursuant to Minnesota Statutes §103F.211.
- 2.1.16 **SWCD:** means Soil and Water Conservation District.

3.0 Data Sharing/Management

- 3.1 The County may enter into arrangements with an SWCD, a watershed district if applicable, BWSR and other parties with respect to the creation and maintenance of, and access to, data concerning buffers and alternative practices under this ordinance.
 - 3.2 The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.
-

4.0 Jurisdiction and Buffer Requirements

Note: Counties may elect enforcement jurisdiction over public waters and public ditches, which relate to the existing County responsibility for implementing the shoreland management rules and acting as the public drainage authority. Counties should discuss enforcement options and plans with the watershed district (if any) and SWCD prior to making a jurisdiction decision.

Minnesota Statutes §§103F.48 and 103B.101 establish several requirements for implementing the Buffer Law. Once the BWSR determines that a county is "with jurisdiction" under the Buffer Law, that county must ensure timely and consistent enforcement of its jurisdictional responsibilities in accordance with the Buffer Law and board-adopted procedures.

OPTION 1 – 50-Foot Average 30-Foot Minimum and 16.5-Foot Waters, excluding public drainage systems where the County is not the drainage authority

- 4.1 **Jurisdiction.** The provisions of this ordinance apply to all waters, shown on the buffer protection map, excluding public drainage systems for which the County is not the drainage authority under Minn. Stat. chapter 103E.
- 4.2 **Buffer width.** Except as provided in subsection 4.4 and 4.5, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:
- (a) For waters shown on the buffer protection map requiring a fifty (50) foot width buffer, the buffer width will be fifty (50) foot average and thirty (30) foot minimum width as provided in Minn. Stat. §103F.48, subd. 3 and *(if County's shoreland ordinance requires a more restrictive buffer and the County chooses to retain that width, then include the more restrictive standards here)* as measured according to subsection 4.2; and
 - (b) For waters shown on the buffer protection map requiring a sixteen and a half (16.5) foot minimum width buffer, the buffer width will be sixteen and a half (16.5) feet as provided in Minn. Stat. §103F.48, subd. 3 and as measured according to subsection 4.2. This subsection applies only if the County is the drainage authority *(or a more restrictive width as determined locally)*.

OPTION 2 – 50-Foot Average 30-Foot Minimum and 16.5-Foot Waters, including public drainage systems where the County is not the drainage authority

- 4.1 **Jurisdiction.** The provisions of this ordinance apply to all waters, including public drainage systems for which the County is not the drainage authority under Minn. Stat. chapter 103E, shown on the buffer protection map.
- 4.2 **Buffer width.** Except as provided in subsection 4.4 and 4.5, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:
- (a) For waters shown on the buffer protection map requiring a fifty (50) foot width buffer, the buffer width will be fifty (50) foot average and thirty (30) foot minimum width as provided in Minn. Stat. §103F.48, subd. 3 and *(if County's shoreland ordinance requires a more restrictive buffer and the County chooses to retain that width, then include the more restrictive standards here)* as measured according to subsection 4.2; and

(b) For waters shown on the buffer protection map requiring a sixteen and a half (16.5) foot minimum width buffer, the buffer width will be sixteen and a half (16.5) feet as provided in Minn. Stat. §103F.48, subd. 3 and as measured according to subsection 4.2 (*or a more restrictive width as determined locally*).

4.3 Measurement.

(a) The width of any required buffer on land adjacent to a water requiring a fifty (50) foot average width and a thirty (30) foot minimum width buffer shall be measured from the top or crown of the bank. Where there is no defined bank, measurement must be from the edge of the normal water level as provided in Minn. Stat. §103F.48, subd. 3(c).

(b) The width of any required buffer on land adjacent to a water requiring a sixteen and a half (16.5) foot minimum width buffer shall be measured in the same manner as for measuring the vegetated grass strip under Minn. Stat. §103E.021, subd. 1 as provided in Minn. Stat. §103F.48, subd. 3(c).

4.4 **Use of buffer area.** Except as provided in sections 4.4 and 4.5, a buffer as defined in this ordinance may not be put to any use, included but not limited to cultivation farming, which would remove or prevent the permanent growth of perennial vegetation.

4.5 **Exemptions.** The requirement of section 4.2 does not apply to land that is exempted from the water resources riparian protection requirements under Minn. Stat. §103F.48, subd. 5.

4.6 **Alternative practices.** As provided in Minn. Stat. §103F.48, subd. 3(b) an owner of land that is used for cultivation farming may demonstrate compliance with subsection 4.2 by establishing and maintaining an alternative riparian water quality practice(s), or combination of structural, vegetative, and management practice(s) which provide water quality protection comparable to the water quality protection provided by a required buffer as defined in section 4.2. The adequacy of any alternative practice allowed under this section shall be based on:

(a) the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG);

(b) common alternative practices adopted and published by BWSR;

(c) practices based on local conditions approved by the SWCD that are consistent with the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or

(d) other practices adopted by BWSR.

5.0 Compliance Determinations

5.1 **Compliance determinations.** Compliance with the buffer requirements set forth in section 4 will be determined by the SWCD on a parcel-by-parcel basis. The compliance status of each bank, or edge of a waterbody on an individual parcel, will be determined independently.

5.2 **Evaluation.** The SWCD will evaluate the available documentation, and/or evaluate and/or inspect the buffer and/or alternative practices to verify the compliance statute of the parcel. Upon completion of the evaluation and/or inspection the SWCD may issue a written notification of noncompliance to the County and copy BWSR. The SWCD may also issue a Validation of Compliance if applicable and requested by the landowner.

5.3 **Complaints.** When the County receives a third-party complaint from a private individual or entity, or from another public agency, it will consult with the SWCD to determine the appropriate course of action to document compliance status. This may include communication with the landowner, inspection or other

appropriate steps necessary to verify the compliance status of the parcel. On the basis of the evidence gathered in this process, the SWCD may issue a Notification of Noncompliance to the County. If the SWCD does not issue such a Notification, the County will not pursue a compliance or enforcement action under Minnesota Statutes §103F.48 and subsection 6.2.

At any time during process set forth in 5.2 and 5.3, the landowner may provide documentation of compliance to the SWCD.

5.4 Corrective Action Notice. On receipt of an SWCD Notification of Noncompliance, **the County must issue the landowner a Corrective Action Notice within 45 days** that will:

- (a) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48;
- (b) **provide a timeline for complying with the corrective action notice that does not exceed 11 months;**
- (c) provide a compliance standard against which the County will judge the corrective action; and
- (d) include a statement that failure to respond to this Notice may result in the assessment of criminal, civil or administrative penalties. *(Language will depend on the enforcement option selected by the County.)*

The County may send the landowner a combined Corrective Action Notice and APO as provided in section 6.2 so long as the combined Notice/APO includes all the required elements of both.

The County shall transmit the corrective action notice by either personal service to the landowner or by depositing the same in the U.S. Mail. If service is made by U.S. mail, the document is deemed received three business days after the notice was placed in the U.S. mail. Failure of actual receipt of a corrective action notice that has either been personally served or served by depositing the same in the U.S. Mail shall not be deemed a defense in an enforcement proceeding under section 6.0. The County shall also send a copy of the Notice to the SWCD and BWSR.

Counties may modify the corrective actions and timeline for compliance, in accordance with section 5.2, to extend the compliance timeline for a modification that imposes a substantial new action or significantly accelerates the completion date for an action.

- 5.4.1 At any time after receipt of a corrective action notice, the landowner may provide documentation of compliance to the County. In addition, **County may modify the corrective action notice schedule, if the landowner submits a written request within the compliance period specified in the corrective action notice. The County may authorize an extension of up to 60 additional days for extenuating circumstances. Any such modification must be supported by adequate justification. The County must provide approval or denial in writing and copy BWSR on any extensions that are granted and deliver or transmit the modified schedule in accordance with paragraph 5.4.**

- 5.4.2 The SWCD may, after an evaluation of the evidence documenting compliance submitted by the landowner, issue a written Validation of Compliance if requested by the landowner. Upon receipt by the County of a written compliance determination issued by the SWCD, the Corrective Action Notice will be deemed withdrawn for the purpose of section 6.0, and the subject property will not be subject to enforcement under that section. **The County shall provide notification to BWSR once the parcel is determined compliant and the matter has officially been resolved.**

6.0 Enforcement

Note: The model ordinance provides three options for enforcement of the Buffer Law, which are provided below. The County will need to evaluate the enforcement mechanism it intends to use when enforcing the requirements of the buffer law.

Enforcement Option 1 – Criminal Prosecution Only

- 6.1 Failure to comply with a Corrective Action Notice issued under section 5 constitutes a misdemeanor and shall be punishable as defined by law. **If the landowner does not comply with the conditions specified in the Corrective Action Notice, the County shall initiate enforcement action within 30 days following the compliance deadline stated in the Corrective Action Notice and shall provide notice of such action to BWSR.**

Enforcement Option 2 – Administrative Penalty Orders Only

- 6.1 The County shall issue an APO as provided for in Minn. Stat. §§103F.48, subd. 7(b) and (c) and 103B.101, subdivision 12a to a landowner who has failed to take the corrective action as set forth in the corrective action notice. For the APO to be effective it must be served on the landowner together with a copy of the corrective action notice or alternatively the County may serve the landowner with a combined Corrective Action Notice and APO so long as the combined Notice/APO includes all the elements of both. Service is effective either by personal service or by depositing the documents set forth herein in the U.S. Mail. Any penalty assessed in the APO shall continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO. **If the landowner does not comply with the conditions specified in the Corrective Action Notice, the County shall initiate enforcement action within 30 days following the compliance deadline stated in the Corrective Action Notice and shall provide notice of such action to BWSR.**

Note: This option also includes all provisions after and including 6.2.

Enforcement Option 3 – Both Criminal Prosecution and Administrative Penalty Orders

- 6.1 Failure to comply with a corrective action notice issued under section 5.

The County may, at its own discretion, elect to pursue the failure to comply with a corrective action notice either criminally or through an administrative penalty order as set forth herein.

(a) Failure to comply with a corrective action notice issued under section 5 constitutes a misdemeanor and shall be punishable as defined by law.

(b) The County shall issue an APO as provided for in Minn. Stat. §§103F.48, subd. 7(b) and (c) and 103B.101, subdivision 12a to a landowner who has failed to take the corrective action set forth in the corrective action notice. For the APO to be effective it must be served on the landowner together with a copy of the corrective action notice or alternatively the County may serve the landowner with a combined Corrective Action Notice and APO so long as the combined Notice/APO includes all the elements of both. Service is effective either by personal service or by depositing the documents set forth herein in the U.S. Mail. Any penalty assessed in the APO shall continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

If the landowner does not comply with the conditions specified in the Corrective Action Notice, the

County shall initiate enforcement action within 30 days following the compliance deadline stated in the Corrective Action Notice and shall provide notice of such action to BWSR.

Note: This option also includes all provisions after and including 6.2.

Note: Counties will need to include sections 6.2 and 6.3 when using APO as the enforcement mechanism.

6.2 Administrative Penalty Order (APO).

(a) Initial violation. The penalty for a landowner on a single parcel that has not previously been the subject of an APO issued by the County shall be:

- i. \$0 for 11 months after issuance of the Corrective Action Notice;
- ii. [\$200 - \$500] per parcel per month for the first six (6) months (180 days) following the time period in i; and
- iii. [\$500 - \$1,000] per parcel per month following the time period in ii.

Note: Counties must choose a specific penalty amount within the range shown in ii and iii to ensure consistency with the BWSR APO Plan.

(b) Repeat violation. The penalty for a landowner on a single parcel that has previously been the subject of an APO issued by the County to the same landowner shall be:

- i. [\$50 - \$200] per parcel per day for 180 days after issuance of the Corrective Action Notice; and
- ii. [\$200 - \$500] per parcel per day after 180 days following the time period in i.

(c) Ongoing penalty assessment. Any penalty assessed under this section shall continue until the corrective action notice has been satisfied.

Note: Counties must choose a specific penalty amount within the range shown in i and ii to ensure consistency with the BWSR APO Plan.

6.2.1 APO. To be valid the APO shall include, at a minimum:

- i. the facts constituting the violation of the riparian protection and water quality practices requirements set forth in this section 4.0 of this ordinance or Minn. Stat. §103F.48 ;
- ii. the specific statute and/or ordinance section(s) that has/have been violated;
- iii. a written description of prior efforts to work with the landowner to resolve the violation;
- iv. the amount of the penalty to be imposed;
- v. the date the penalty will begin to accrue;
- vi. the date that payment of the penalty is due;
- vii. the date by which all or part of the penalty may be forgiven if the landowner has/have complied with the Corrective Action Notice; and
- viii. a statement of the landowner's right to appeal the APO

6.2.2 All or part of the penalty may be forgiven based on the correction of the noncompliance by the date specified in the APO by the landowner as provided in Minn. Stat. §103F.48, subd. 7(d).

Note: If part or all of the penalty is forgiven, it is recommended that the County document the reasons and the amount of the penalty that has been forgiven.

6.2.3 A copy of the APO must be sent to the SWCD and BWSR.

6.2.4 An APO issued under this section may be appealed to the BWSR within 30 days of receipt by the landowner in accordance with the requirements set for the in Minn. Stat. §103F.48, subd. 9. Any APO that is not appealed within the 30-day period shall be deemed final.

6.3 Administrative Penalty Order Procedures

6.3.1 Compliance verification. Once a landowner has submitted written evidence of correction of the violation the County may request assistance from the SWCD to:

- i. review and evaluate all information related to the APO to determine if the violation has been corrected;
- ii. verify compliance by conducting a site visit, re-inspection, examination of documentation, or other means as may be reasonable under the facts of the case; and
- iii. document the verification completed under this section.

The SWCD must be consulted for verifications involving an alternative practice to determine whether it delivers comparable water quality benefits and complies with riparian buffer standards. The County shall provide notice to the SWCD and BWSR on any compliance verifications.

6.3.2 Right to appeal. Within 30 days after receipt of the APO, a landowner may appeal the terms and conditions of an APO issued by a County to BWSR as provided in Minn. Stat. §103F.48, subd. 9. The appeal must be in writing and must include a copy of the APO that is being appealed, the basis for the appeal and any supporting evidence. The appeal may be submitted personally, by U.S. mail, or electronically, to the Executive Director of BWSR.

6.3.3 Penalty due. Unless the landowner appeals the APO as provided in section 6.3.3 the penalty specified in the APO becomes immediately due and payable to the County as set forth in the APO. If, however, the landowner submits written documentation that the violations have been corrected prior to the time the penalty becomes due and payable the County shall verify compliance and adjust the penalty to an amount the landowner would have owed had the penalty been paid on the date the landowner submitted written documentation of compliance. Written documentation of compliance may include a written validation of compliance issued by the SWCD.

However, if the County determines the violation was not fully corrected, the County shall notify the landowner by issuing a written letter of determination and depositing it in the U.S. Mail. Any determination sent by U.S. Mail shall be deemed received three business days after the letter of determination has been deposited in the U.S. Mail. The landowner shall have an additional 20 days after receipt of the letter of determination to pay the penalty or the time period specified in the APO as issued, whichever is later. The penalty will continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.3.4 Referral for collection of penalty. All penalties and interest assessed under an APO must be paid by the landowner within the time specified in this section. All payments shall be made payable to the County. Any penalty or interest not received in the specified time may be collected by the County using any lawful means.

- 6.4 Action to ensure compliance. If after 6 months from the date of the enforcement mechanism was issued the parcel remains noncompliant, the County must initiate further actions to ensure the parcel is brought into compliance. The County must notify BWSR of its intended action and associated timelines along with periodic updates on the process and outcome.
- 6.5 Reporting and documentation. The following records for any potential violation of the riparian protection and water quality practices requirements. Said records shall include but are not limited to the following:
- iv. the cause of the violation;
 - v. the magnitude and duration of the violation;
 - vi. documentation showing whether the violation presents an actual or imminent risk to public health and safety;
 - vii. documentation showing whether the violation has the potential to harm to the natural resources of the state;
 - viii. a record of past violations;
 - ix. efforts by the SWCD, County, Watershed District or BWSR to assist the responsible party or parties to become compliant, including written and oral communications with the responsible party or parties ; and
 - x. past and present corrective action efforts by the responsible party or parties.

7 Severability

- 7.1 If any section, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance is not affected thereby.

8 Amendments to Ordinance

- 8.1 Any provision of this ordinance, and any amendment to it, that concerns the County authority under Minnesota Statutes §103F.48 is not effective until an adequacy determination has been issued by the BWSR.

Counties have until July 31, 2027 to adopt amendments to the buffer Ordinance.

Deviations from the Model Ordinance will require BWSR review.

AGENDA ITEM 8: Proposed amendment to create Section 9.24 – Data Centers

On July 2nd, the Planning Commission reviewed and recommended the adoption of an Interim Ordinance to establish a Moratorium on Data Centers.

On July 21st, the Board of Commissioners adopted the Interim Ordinance. This then established a Moratorium on Data Centers for one year from the adoption of said Ordinance. July 20, 2027, would likely be the final Commissioner's Meeting to adopt language related to Data Centers.

Goals for tonight's meeting:

1. Take public comment
2. Begin discussion on Data Centers
 - Permitting
 - Zoning Controls
 - Performance Standards
 - Electric Service Capacity
 - Water Use
 - Economic Impacts
 - Noise
 - Protection of Agricultural Lands
 - Comprehensive Plan References
 - Legal Procedures
 - Other Information Needed
 - Guest Speakers
3. Discuss objectives for the October meeting.



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	20260915-15
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Sandgren Request for Rezoning
--	--------------------------------------

Date of Meeting: 9/15/2026	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

An application for rezoning of parcel 18-004001 (Long Prairie TWP) was submitted on July 8th, 2026. The request was to rezone the property from Shoreland-NE to the original zoning of Commercial and Shoreland - NE zoning. The application was reviewed by the Planning Commission during the September public hearing. The final recommendation from the Planning Commission was to grant the rezone with no conditions.

Options:

1. Grant the rezone
2. Deny the rezone
3. Remand back to the Planning Commission

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the rezoning of the identified parcel from Shoreland- NE to Shoreland - NE and Commerical with no conditions.

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

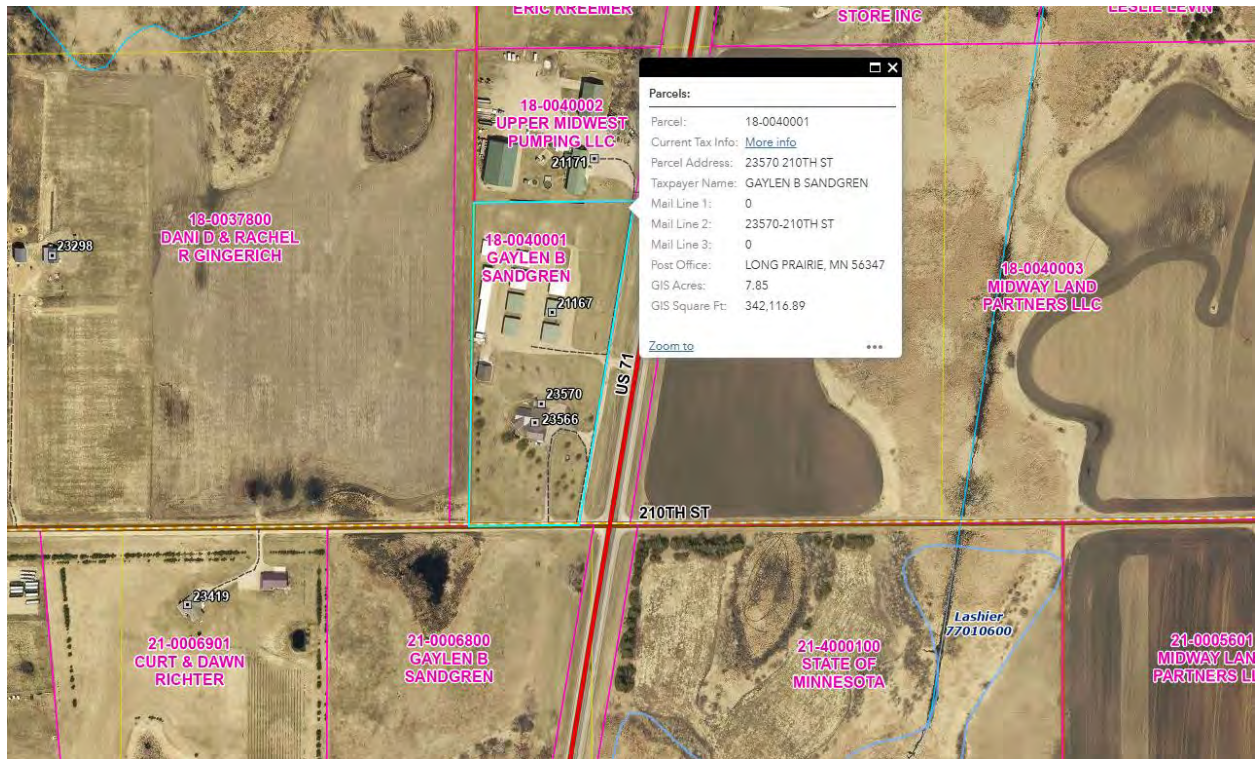
Auditor/Treasurer Archival Purposes Only:

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



ZONING AMENDMENT PROCEEDINGS
(REZONE)

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Gaylen Sandgren
Mailing Address: 23520 210th St.
Long Prairie, MN 56347

Parcel Number: 18-0040001

REQUEST:

1. Request to Rezone from Natural Environment Shoreland to Commercial Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of September, 2026, on a petition for Zoning Amendment pursuant to the Todd County Zoning Ordinance, for the following described property/properties:

(7.03 acres) SW4 SW4Lying W of Hwy #71 Ex N 430 ft, SECT 32 TWP 129 RANG 33, Long Prairie Township, Todd County.

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Rezoning request # ReZone-2026-02 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

No conditions.

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

**STATE OF MINNESOTA
COUNTY OF TODD**

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

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Specialist

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)
☒ Action/Motion	☐ Report	20260915-16
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Pratt Request for CUP
--	------------------------------

Date of Meeting: 9/15/2026	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

An application for amendment to CUP-2024-015 to allow for one additional 30'x40' greenhouse on parcel 22-0018700 (Staples TWP) was submitted on August 12th, 2026. The application was reviewed by the Planning Commission during the September public hearing. The final recommendation from the Planning Commission was a continuation of the CUP and allow for construction of one additional greenhouse.

Options:

1. Allow the continuation and grant one additional greenhouse.
2. Do not grant the addition of one greenhouse.
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 allow the continuation of CUP-2024-015 and allow for the construction of one additional 30'x40' greenhouse structure.

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: Kaylee M. Pratt
Mailing Address: 47709 225th Avenue
Staples, MN 56479

Property Owner: Derek C. & Kaylee M. Pratt
Mailing Address: 47709 225th Avenue
Staples, MN 56479

Site Address: 47709 225th Avenue, Staples, MN 56479

Parcel Number: 22-0018700

REQUEST:

1. Request for amendment to CUP to expand an existing Greenhouse business by adding a second Greenhouse (30'x 40') in AF-1 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of September, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

The S ½ of the NW ¼ of Section 19, Township 133, Range 33, Todd County, Minnesota

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-017 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Allow the continuation of CUP-2024-015 and allow for the construction of one additional 30'x40' greenhouse structure.

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 : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion	☐ Report	20260915-17
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Raber Request for CUP
--	------------------------------

Date of Meeting: 9/15/2026	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

An application for CUP to construct poly furniture for wholesale only on parcel 26-0019301 (Ward TWP) was submitted on August 12, 2026. The application was reviewed by the Planning Commission during the September public hearing. The final recommendation from the Planning Commission was to grant the CUP with the conditions 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. Operation is restricted to wholesale production of products as identified in the application.
2. Operation shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Storage of finished products must be located outside of the road right-of-way.
5. There shall be no loading or unloading of materials within the road right-of-way.
6. Applicant shall abide by all other 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

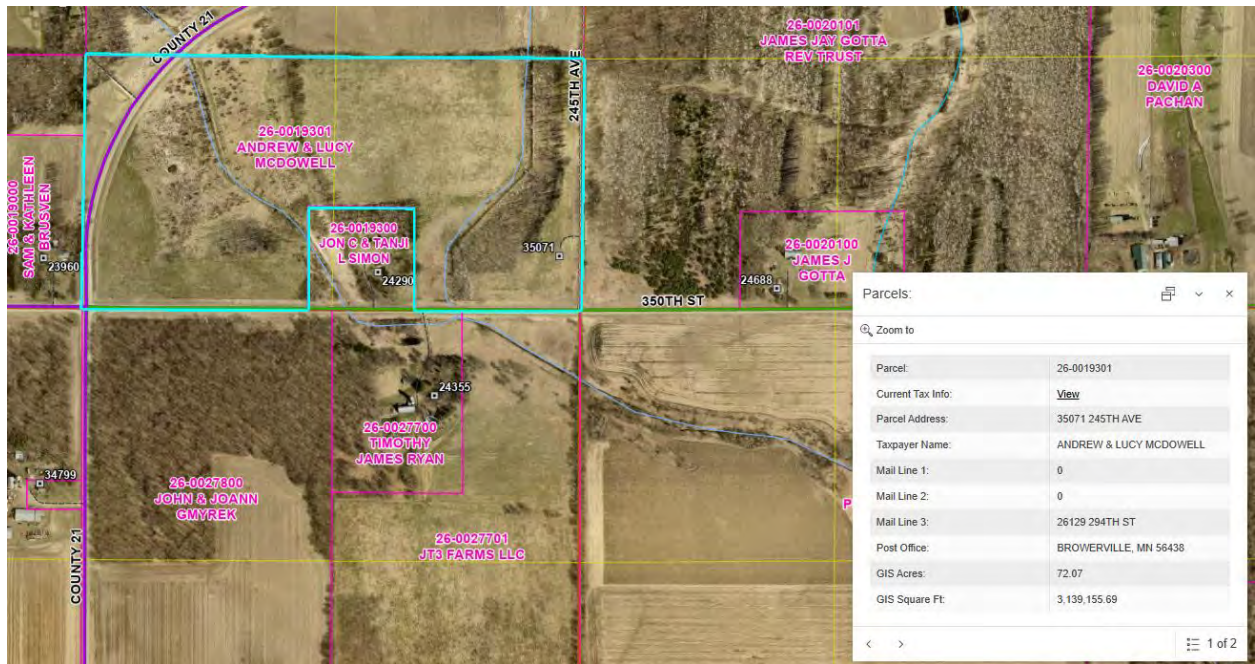
Auditor/Treasurer Archival Purposes Only:

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: Douglas Raber
Mailing Address: 35071 245th Ave.
Browerville, MN 56438

Property Owner: Andrew McDowell and Lucy McDowell
Mailing Address: 26129 294th St.,
Browerville, MN 56438

Site Address: County 20, Clarissa, MN 56440

Parcel Number: 26-0019301

REQUEST:

1. Request for CUP for the Manufacture of Poly lawn furniture in AF-2 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of September, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

See EXHIBIT "A"

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-019be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Operation is restricted to wholesale production of products as identified in the application.
2. Operation shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Storage of finished products must be located outside of the road right-of-way.
5. There shall be no loading or unloading of materials within the road right-of-way.
6. Applicant shall abide by all other 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.

EXHIBIT "A"

The South Half of the Southeast Quarter, Section 20, Township 131, Range 33; Less That part of the South Half of the Southeast Quarter of Section 20, Township 131 North, Range 33 West, Todd County, Minnesota, described as follows: Commencing at the Southeast corner of said Section 20; thence West, assumed bearing, along the south line of said Section, 880.58 feet to the point of beginning of the land to be described; thence continuing West, along said south line, 560.00 feet; thence North 540.00 feet; thence East 560.00 feet; thence South 540.00 feet to the point of beginning, Todd County, Minnesota.

Abstract Property



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	20260915-18
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Swart Request for CUP
--	------------------------------

Date of Meeting: 9/15/2026	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

An application for CUP to construction a mini-storage unit on parcel 26-0000100 (Ward TWP) was submitted on August 10th, 2026. The proposal is focused on storage of boats. This application was reviewed by the Planning Commission during the September 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. Site is limited to the construction of a single structure as proposed in the application. Additional storage structures shall require the review of the Planning Commission.
2. New accesses from the public roadway shall be approved by the road authority prior to installation.
3. Vegetative screening shall always be maintained to provide sufficient screening to Turtle Lake.
4. Applicant shall abide by all other 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

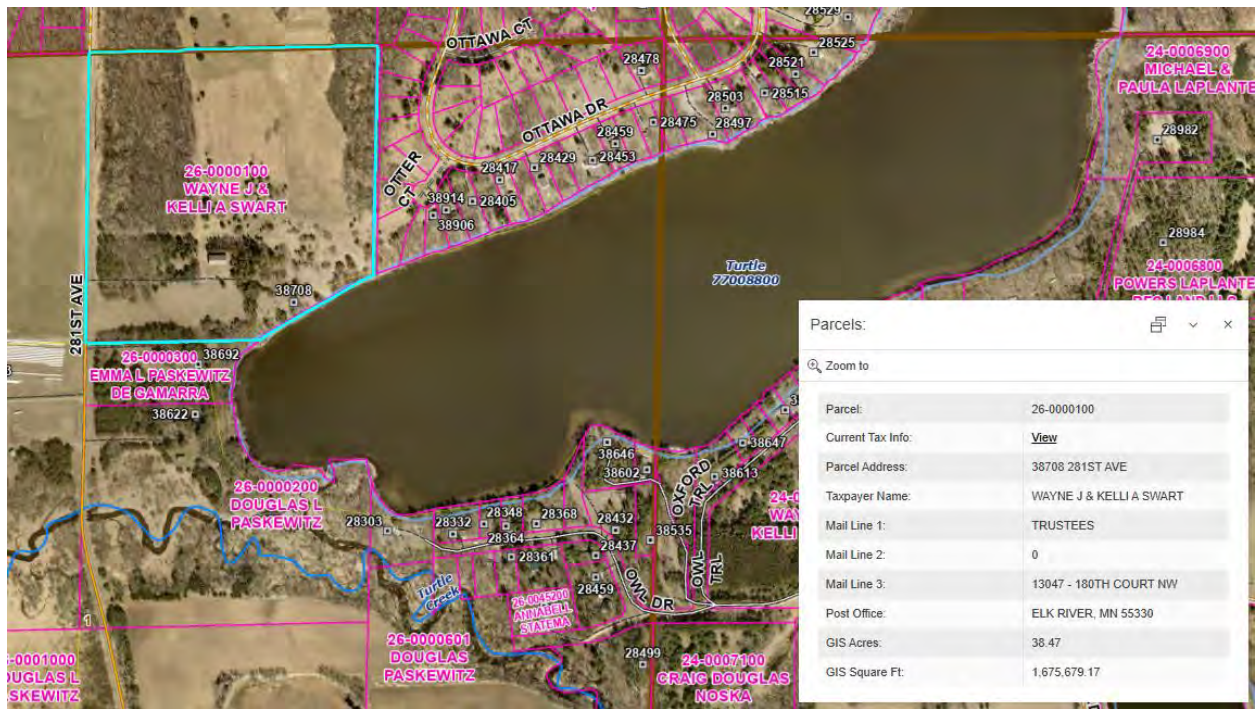
Auditor/Treasurer Archival Purposes Only:

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: Wayne Swart
Mailing Address: 13047 180th Ct., NW
Elk River, MN 55330

Property Owner: an undivided one-half (1/2) interest to the Wayne J. Swart Trust dated October 15, 2025; and an undivided one-half (1/2) interest to the Kelli A. Swart Trust dated October 15, 2024

Mailing Address: 13047 180th Ct., NW
Elk River, MN 55330

Site Address: 38706 281st Ave., Browerville, MN 56438

Parcel Number: 26-0000100

REQUEST:

1. Request for CUP for Mini Storage in Natural Environment Shoreland Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of September, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

Government Lot 2 of Section 1, Township 131, Range 33, Todd County, Minnesota

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-020 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Site is limited to the construction of a single structure as proposed in the application. Additional storage structures shall require the review of the Planning Commission.
2. New accesses from the public roadway shall be approved by the road authority prior to installation.
3. Vegetative screening shall always be maintained to provide sufficient screening to Turtle Lake.
4. Applicant shall abide by all other 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 : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20260915-19
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Miller Request for CUP
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Date of Meeting: 9/15/2026	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

An application for CUP to establish Temporary Family Housing on parcel 07-0039400 (Eagle Valley TWP) was submitted on August 12th, 2026. The application was reviewed by the Planning Commission during the September public hearing. The final recommendation from the Planning Commission was to grant the CUP with the condition identified below.

Options:

1. Grant the CUP with conditions
2. Develop findings and 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 condition.
1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.

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



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Mose Miller
Mailing Address: 33223 County Road 11
Clarissa, MN 56440

Property Owner: Mose C. and Laura Miller
Mailing Address: 33223 County Road 11
Clarissa, MN 56440

Site Address: 33223 County Road 11, Clarissa, MN 56440

Parcel Number: 07-0039400

REQUEST:

1. Request for CUP for Temporary Family Housing in AF-2 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of September, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

(80 acres) S2 SE4, Section 33, Twp 131N, 34W, Eagle Valley Township, Todd County, Minnesota

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-018 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.

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)
☒ Action/Motion	☐ Report	20260915-20
☐ Discussion	☒ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Amendment to Section 9.04 Pohibited Structures
--	---

Date of Meeting: 9/15/2026	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

The Planning Commission has developed a recommendation to adopt an amendment to Section 9.04 Prohibited Structures of the Todd County Planning and Zoning Ordinance. The amendment was reviewed during the August and September public meetings. The Planning Commission heard public comments on the proposed amendment and considered these comments in their recommendation.

Options:

1. Adopt the amendments to Section 9.04
2. Do not adopt the amendments
3. Remand back to the Planning Commission

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the recommendation of the Planning Commission and amend Section 9.04 of the Planning and Zoning Ordinance as presented. (See Attached)

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



Resolution to Amend Section 9.04-Prohibited Structures of the Todd County Planning and Zoning Ordinance

WHEREAS, on July 7th, 2026, the Todd County Board of Commissioners discussed an amendment to Section 9.04 of the Planning and Zoning Ordinance and recommended the Planning Commission review this section;

WHEREAS, on August 6th and September 3rd, 2026, the Todd County Planning Commission held a public hearing and reviewed an amendment to Section 9.04;

WHEREAS, following a full review and discussion by the Planning Commission, a recommendation was made to adopt an amendment to Section 9.04;

NOW, THEREFORE, BE IT RESOLVED, at the Todd County Board of Commissioners now has adopted an amendment to Section 9.04 which shall take effect on September 15th, 2026.

Proposed amendment to Section 9.04 – Prohibited Structures

Existing Language –

Section 9.04 Prohibited Structures

- A. No garage, trailer, semi-trailers, cargo containers, railroad cars, fish house, or accessory building shall at any time be used as a residence.
- B. Semi-trailers, railroad cars, and cargo containers may be used for storage structures in AF-1, AF-2 and Commercial zones but shall be limited to two per parcel and shall require a land use permit
- C. Manufactured houses or similar structures shall not be used for storage.
- D. Abandoned manufactured homes are prohibited.

Proposed Language –

Section 9.04 Prohibited Structures

- A. No garage, trailer, semi-trailers, cargo containers, railroad cars, fish house, or accessory building shall at any time be used as a residence.
- B. Semi-trailers, trucks, railroad cars, cargo containers and similar structures may be used for storage structures but shall be limited to two per parcel, shall require a land use permit, and are subject to the accessory use standards for the district in which it is located.
- C. Semi-trailers, trucks, railroad cars, cargo containers, and similar structures shall be free of any lettering or advertising, painted in uniform, earth-toned colors, and situated in a location that provides the least visible impact to the public waters.
- D. Semi-trailers, trucks, and railroad cars shall have all running gear removed. Including wheels, axles, suspension, and associated framework.
- E. Manufactured houses or similar structures shall not be used for storage.
- F. Abandoned manufactured homes are prohibited.



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 ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20260915-21
Agenda Topic Title for Publication:		Resolution to Support Arrows Family Funding Application
Date of Meeting: 9/15/2026	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Health and Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: Supporting Documentation enclosed ☐		
Arrows Family Services, in collaboration with Todd County Health and Human Services, is seeking Sourcewell Impact Funding to develop and operate a mobile Community Resource Center to serve the residents of Todd County.		
Options:		
1. Through resolution, establish support for Arrows Family Services to seek Sourcewell Impact Funding to develop and operate a mobile Community Resource Center.		
2. Do not adopt the resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To adopt the resolution establishing support for Arrows Family Services to seek Sourcewell Impact Funding to develop and operate a mobile Community Resource Center.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 0.00 Funding Source(s):	☐ Yes ☐ No	No financial impact to support the resolution
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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Seal



A RESOLUTION ESTABLISHING SUPPORT FOR ARROWS FAMILY SERVICES

WHEREAS, Arrows Family Services is a charitable 501(c)(3) nonprofit organization providing services to the residents of Todd County, and;

WHEREAS, Arrows Family Services is seeking funding through Sourcewell's Impact Funding to develop and operate a Mobile Community Resource Center designed to bring information, resources, referrals and community-based services directly to communities within Todd County, and;

WHEREAS, a mobile Community Resource Center can increase access to resources and supports, therefore removing potential barriers and to improve overall community functioning, and;

WHEREAS, Sourcewell's Impact Funding requires eligible projects to be a collaborative effort between a non-profit organization and a local unit of government, and;

WHEREAS, Todd County recognizes the value of collaboration among local government and community partners to improve access to services to enhance the quality of life for the residents of Todd County, and;

WHEREAS, Todd County will collaborate with Arrows Family Services by helping to identify communities and populations to serve, coordinate referrals to Arrows Family Services, and provide information for, or participate in, mobile-site events;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby expresses its formal support for Arrows Family Services to apply for Sourcewell Impact Funds for the development and operation of a mobile Community Resource Center to serve and support the residents of Todd County.



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	20260915-22
Agenda Topic Title for Publication:		Renew Lease for Long Prairie Hockey Association
Date of Meeting: September 15, 2026		Total Topic Time Requested: 10 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 expressed an interest in renewing the Lease Agreement with Todd County for use of the Expo Building for the 2026-2027 hockey season. The prior lease agreement included language that the rent may be redetermined to include annual incremental increase. Todd County has implemented an 2% annual increase to lease agreements in the past. The lease agreement has been set up for a 3 year term with a 1 year check-in and the lease is set up to begin on September 15th and run until March 31st. The Finance Committee is asking the Board to determine: a) the term of the lease, b) the annual increase and c) the start date of the lease and then to renew the lease based on the terms determined by the Board.		
Options:		
Renew the LPHA Lease Agreement with the presented terms and conditions.		
Do not renew.		
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 CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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Seal

LEASE AGREEMENT
Between Todd County and the Long Prairie Hockey Association

This Lease Agreement, is made and entered into this [REDACTED] day of _September, 2026_ between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and the Long Prairie Hockey Association (hereinafter the Lessee).

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”). The building and adjacent parking lot located on the south side of the Todd County Fair Grounds commonly known as the Expo Building
2. **Term:** The term of this Lease shall be for [REDACTED] years, commencing on September [REDACTED], 2026 until March 31, 20[REDACTED], and extending with the stated time period of each consecutive year. Lease shall be reviewed and approved annually during the [REDACTED] year lease period. 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.
3. **Rent:** The Lessee agrees to annually pay to the Lessor \$26,000 as rent for the Premises, which rent shall be paid monthly with first payment of \$4,500.00 due at start of annual possession period, and \$4034.35 due each 1st of month thereafter through term of annual lease. After first year of 3 year term, rent amount shall include an annual incremental increase of [REDACTED], as indicated in the below table. If cost of utilities listed within agreement exceeds total lease amount for the lease year, LPHA agrees to pay the additional costs associated.

Year	Initial Payment	Monthly Payment, Due 1 st of Each Month	Total Amount
2024	\$4,500.00	\$3,848.57	\$27,591.41
2025	\$4,500.00	\$3,940.54	\$28,143.24
2026	\$4,500.00	\$4,034.35	\$28,706.10

4. **Scope of Lease:** Payment of rent will cover the following items:
 - Use of Expo Building including office area, with the exception of sharpening skates in this area.
 - Use of Parking Lot
 - Utilities, including water, sewer, gas and electricity
 - Refuse removal
 - Telephone
 - Internet
 - Maintenance of real property, excluding snow removal
 - Property Insurance
 - Real estate taxes due on subject property
 - Initial keys as provided

Payment of rent will not cover the following items:

Insurance applicable to lessee personal property or personal liability

Required netting for ceiling protection, to be installed and removed by LPHA at start and end of each lease period

Water Heater(s) - (to remain on Premises)

Future modifications requested

Property damage incurred by lessee during lease period

5. Possession: Under the terms of this lease, the Lessee shall have possession of the Premises in its entirety with the exception of the portion of the building designated for use by the Agriculture Society of Todd County, including milk room, for the period of September [REDACTED] until March 31 of each year this lease is in effect, of the [REDACTED] year term. The Lessee shall not be considered to have sole or exclusive possession of the premises. The Lessee will be responsible for snow removal in the adjacent parking lot during the time Lessee is in possession of the Premises. The Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations or modifications to any part of the building in which the premises are located. Other tenants by permission of Lessor shall be allowed reasonable access and ingress and egress to the Premises.
6. Use of Premises: The Lessee may use the Premises for the purposes of playing the game of hockey and engaging in recreational ice skating. Lessee shall not allow or permit any alcoholic beverages on the Premises.
7. Condition of Premises Upon Relinquishing Possession: The Lessee agrees to ensure that the Premises is in usable condition, with all debris and items removed at end of each lease term when possession is relinquished. Lessee shall remove all items including signage and netting placed on premises by Lessee and restore the portion of the premises on which they are placed in the same condition as when received. A walkthrough will be conducted with Lessee each September and March. Any property damage noted during the walk through which is related to the Lessee activities and beyond ordinary wear and tear shall be repaired at the expense of the Lessee as a condition of continuation of this Lease. The Lessee agrees not to make any permanent structural or other permanent changes without written consent from Todd County's authorized representative. All other changes and alterations made to the Premises shall meet the following conditions:
 - a. Changes and alterations do not interfere with access to the Agriculture Society storage and office spaces
 - b. Changes and alterations must be temporary in nature and made in such a way that when removed, there is no effect on other users of the building or the Premises.
8. 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 for the player participants of the Long Prairie Hockey Association and individuals in attendance at Long Prairie Hockey Association Events.
9. 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.

10. 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.
11. Termination: The Lessee shall have the right to terminate this Lease by giving at least 30 days written notice to the Lessor and setting forth in such notice the effective date of termination. In the event that Lessee is not appropriated funds for the next fiscal year to continue this Lease, then Lessee shall have the right to immediately terminate this Lease and shall not, in that event, be obligated to make any payment to Lessor beyond the end of the current fiscal year. If in a year the Lessee has taken possession during the annual possession period of the Premises, rents will not be returned to the Lessee. If the Lessee has not taken annual possession of the Premises, rents will not be due. The Lessor shall have the right to terminate this Lease by giving at least 30 days written notice to the Lessee and setting forth in such notice the effective date of termination. In the event Lessor requires termination of lease, Lessee is not obligated to make any additional payments to Lessor on remaining lease.
12. Assignment: This Lease may not be assigned, transferred or conveyed by the Lessee to any other party.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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, and rent will be based on a rate of \$120 per day to continue Lessee activities on the premise
20. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.
21. Taxes: The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.
22. Breach by Lessor: Lessee shall have the right to terminate this Lease without further obligation in the event Lessor breaches any term or covenant of this Lease and Lessor fails to correct such breach within thirty (30) days after written notice to Lessor.
23. 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.
24. 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
 215 1st Ave South, Suite 201
 Long Prairie, MN 56438

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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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. (Lessee is responsible for snow removal)
30. Access:
- a. Lessee has the right of reasonable ingress and egress to the leased Premises during the annual possession period. Lessee shall be issued up to 15 keys (how many keys needed) to the Premises. Lessor will retain ownership of all keys to the Premises. Lessee agrees that in the event all keys are not returned within fifteen (15) days of the annual possession period that the Lessee will pay for the full cost of re-keying and putting new locks on the Premises. Lessee agrees that the Lessee or its agents will not make unauthorized copies of any key to the Premises.
31. 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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this _____ day of _____, 20____.

COUNTY OF TODD

LONG PRAIRIE HOCKEY ASSOCIATION

By: _____
County Board Chair

By: _____

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 : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-23
Agenda Topic Title for Publication:		2025-2027 Teamsters Sheriff's Supervisors
Date of Meeting: 09/15/2026		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 Sheriff's Supervisors (Teamsters) 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 Teamsters-Sheriff's Supervisors		
2. Do not adopt the tentative agreement with Teamsters - Sheriff's Supervisors		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

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 CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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Seal

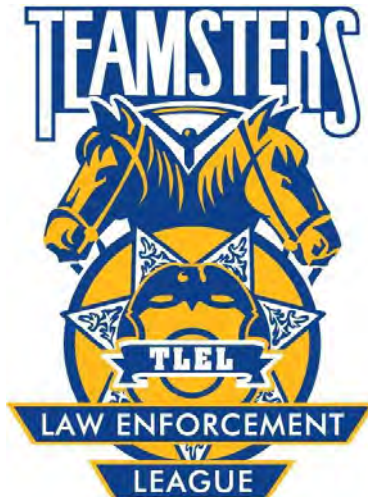
LABOR AGREEMENT

BETWEEN

**TODD COUNTY
BOARD OF COMMISSIONERS**
Long Prairie, MN

and

**MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES' UNION,
LOCAL #320**
Representing
SHERIFF'S SUPERVISORS



January 1, 2025 - December 31, 2027

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LABOR AGREEMENT
between
COUNTY OF TODD
and
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320
Supervisory Employees

ARTICLE 1. PREAMBLE

This Agreement is made and entered into between the Todd County Board of Commissioners, hereinafter called the EMPLOYER, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter called the UNION.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of the employees of the Todd County Sheriff's Department, Todd County, Long Prairie, Minnesota, in the unit composed of:

“All essential supervisory employees employed by the Todd County Sheriff's Department, Long Prairie, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14.”

- 2.2 In the event 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 3. DEFINITIONS

- 3.1 Union: The MN Teamsters Public & Law Enforcement Employees' Union, Local #320.
- 3.2 Union Member: A member of MN Teamsters Public & Law Enforcement Employees' Union, Local #320.
- 3.3 Employer: Todd County Board of Commissioners.
- 3.4 Employee: A member of the exclusively recognized bargaining unit.
- 3.5 Department: Todd County Sheriff's Department.
- 3.6 Exempt Employee: A member of the exclusively recognized bargaining unit, Excluding a patrol lieutenant and/or sergeant, that is eligible for comp time hour for-hour.

- 3.7 Non-Exempt Employee: A member of the exclusively recognized bargaining unit that would be eligible for overtime.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 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 and perform any managerial rights not specifically limited by this Agreement.
- 4.2 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 5. UNION SECURITY

- 5.1 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.
- 5.2 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.
- 5.3 The Union will certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 5.4 It is understood that the Employer's obligation to provide for dues deduction as stated in this Article shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 5.5 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.

- 5.6 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.
- 5.7 The Union may designate one (1) member to act as Steward and shall inform the Employer within fourteen (14) days of such choice and of any changes in Steward in writing.
- 5.8 The Union shall be permitted to use the Sheriffs 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.
- 5.9 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 6. EMPLOYER SECURITY

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 7. HOURS OF WORK

- 7.1 The basic work schedule for all personnel shall be eighty (80) hours every two (2) 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.
- 7.2 Any non-exempt employee who is assigned to a regular patrol schedule, shall be paid salary or compensatory time at a rate of time and one-half (1½). 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 (1½). Compensatory time will be at the request of the employee and approval of the Sheriff. Employees

can accumulate up to a maximum of one hundred twenty (120) hours of compensatory time; however, the compensatory time accumulation shall be reduced to 80 hours by the last pay check in 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 or taken as time off from work when schedules allow and as approved by the Sheriff.

- 7.3 Any non-exempt employee required to attend court outside of his/her regular schedule shall be paid for such hours at time and one-half (1½) with two (2) 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 (2) 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.
- 7.4 Any non-exempt employee called back to work shall receive a minimum of two (2) hours compensation at time and one-half (1½) the employee's regular rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum, but shall count in determining eligibility for overtime.
- 7.5 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 fifteen (15) minutes.
- 7.6 Overtime for all non-exempt employees shall be hours worked beyond their regular scheduled shift.

ARTICLE 8. HOLIDAY PROVISIONS

- 8.1 The following listed holidays shall be paid whether worked or not:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	*Christmas Eve (1/2 day pm unless holiday falls on Friday, Saturday or Sunday)
Good Friday	Christmas Day
Independence Day	New Year Eve (1/2 day pm unless holiday falls on Friday, Saturday or Sunday)
Labor Day	

*When Christmas Eve Day falls on Friday, Saturday or Sunday, the employee will be awarded one-half (½) day floating holiday to be used during the calendar year. This floating holiday must be used during the calendar year it is earned and does not carry over. Employees who use this holiday and terminate employment prior to the end of the year shall have their final pay reduced by the amount paid for this floating holiday.

Holidays and Weekends: Unless indicated otherwise, when any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any of the above holidays fall on a Sunday, the following day shall be a holiday.

In order for an employee to qualify for the holiday pay provided in this Article, they must be on pay status on the last scheduled work day immediately preceding the holiday, and the first scheduled work day immediately following the holiday.

- 8.2 For any work performed on a holiday, all non-exempt employees shall receive time and one-half (1½) rates 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 an additional eight (8) hours pay at regular hourly wage, to comply with Article 8.1 above.

If an employee is called in or required to work on any of the above holidays, the employee shall receive time and one-half their regular hourly rate for all time worked on that day, plus holiday pay.

ARTICLE 9. VACATION

9.1. Benefits

Regular full-time Employees shall earn vacation on the following basis:

Years of Service	Hours Earned Per Year	Hours Earned Per Pay Period
1 thru 3	96.20	3.70
4 thru 5	120.12	4.62
6 thru 10	144.04	5.54
11 thru 15	168.22	6.47
16 thru 20	204.10	7.85
21 thru 24	216.06	8.31
25 and over	228.02	8.77

Vacation time must be used in quarter hour increments.

9.2. Notice

In determining vacation periods, the wishes of the Employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify the County Sheriff, or designee, of the time they would like to take vacation as far in advance as possible. Should a conflict in scheduling

occur, it will be resolved on the basis of first request and then seniority at the time of request.

9.3 Vacation Accrual

The maximum carry-over of vacation time from one year to the next as of the last pay check in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027) shall be twenty-four (24) days (192 hours).

9.4 Vacations and Probationary Period: Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee at the rates set forth in 9.1. No vacation leave shall be accrued or granted during the first six (6) months of employment. Upon the satisfactory completion of such period, vacation leave shall accrue to the employee for the time served in the probation period.

9.5. Vacation leave shall not accumulate to an Employee while in non-pay status, except to employees on military leave. Employees in regular full-time positions who are paid for less than 40 hours in a week shall accrue vacation on a pro-rated basis, except employees on military leave.

ARTICLE 10. SICK LEAVE

10.1 Sick leave shall be earned by full-time regular employees at the rate of one (1) day or eight (8) hours per month for each full-month worked. The maximum carry over of sick leave from one (1) year to the next per employee shall be 1,040 hours or 130 days.

10.2 Employees may use their accrued sick leave for the following:

- A. Illness, injury or death of employee or the employee's child (biological, stepchild(ren), adopted or foster), spouse, siblings, parent, mother-in-law, father-in-law, grandparent, grandchild of either the employee or his/her spouse, son-in-law, daughter-in-law or stepparents, domestic partner, and their children for such reasonable periods as the employee's attendance may be necessary in accordance with Minnesota Statute §181.9413, as amended.
- 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.

10.3 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.

- 10.4 While an employee is using earned sick leave, vacation time or drawing workers' compensation payments, he/she shall be considered working for the purpose of accumulating sick leave.
- 10.5 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.
- 10.6 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.
- 10.7 A sick leave of up to three (3) 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 (3) 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.
- 10.8 Claiming sick leave when physically fit, except as permitted in this Article, will be cause for disciplinary action up to and including discharge.
- 10.9 Holidays that occur during paid sick leave periods will be paid as a holiday and not charged as a sick leave day.

ARTICLE 11. OTHER LEAVES

- 11.1 Funeral leave will be granted to an employee when a death in their family occurs according to the following schedule:

Up to five (5) regularly scheduled shifts, not to exceed 40 hours of paid funeral leave: spouse/domestic partner, parent, child, ward, son/daughter-in-law of the employee or spouse.

Up to three (3) regularly scheduled shifts, not to exceed 24 hours, of paid funeral leave: Siblings, brother/sister-in-law, grandparent, and grandchildren of either the employee or spouse.

Up to one (1) shift, not to exceed 8 hours of paid funeral leave: aunt, uncle, niece, nephew of the employee or spouse or any other family member living in the family member's home.

In the event the employee needs more than 3 regularly scheduled shifts, the employee may have the option of using sick leave, compensation time, and vacation time or time without pay.

Part-time, regular employees will be granted time pro-rated based on their actual hours worked in the previous quarter. Temporary or seasonal employees shall not be eligible for funeral leave benefits.

- 11.2 Any military leave of absence shall be handled as set forth in Minnesota Statutes §192.26 or as amended and applicable federal laws.
- 11.3 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 one member elected to this Committee.
- 11.4 Leaves of Absence: Personal leaves of absences, not to exceed 180 consecutive calendar days, may be granted by Department Head, County Coordinator or designee's approval.
- 11.5 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 (1) member of the Grievance Committee with or without the employee shall handle the grievance report, and the time spent should not exceed one (1) hour per day.
- 11.6 Employees covered by this Agreement will be eligible to take family and medical leaves of absence as described in the Employer's Personnel Policies. Extension beyond twelve (12) weeks FMLA may be granted as a personal-medical leave of absence not to exceed a total of 180 consecutive calendar days.

In the event the Employer participates in the Minnesota Paid Family and Medical Leave program versus 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 12. SENIORITY

Seniority shall be defined as an employee's length of continuous service with the County. Upon completion of the probationary period, the seniority date of the employee shall relate back to his/her initial date of employment.

ARTICLE 13. DISCIPLINE

- 13.1 Employees shall be disciplined for just cause only. Discipline will be in one of the following forms:
- A. Oral Reprimand;
 - B. Written Reprimand;
 - C. Suspension;
 - D. Demotion, or
 - E. Discharge.
- 13.2 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.
- 13.3 An employee shall have the right to representation at the investigative hearing.
- 13.4 All discipline, except oral reprimands, shall be in writing and the employee shall be given the opportunity to acknowledge receipt of the discipline.
- 13.5 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 14. GRIEVANCE PROCEDURE

- 14.1 **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.
- 14.2 **Union Representatives:** 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.
- 14.3 **Processing of a Grievance:** It is recognized and accepted by the Union and the Employer 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 employees' 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.
- 14.4 Procedure: Grievances, as defined by Article 14.1, 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 ten (10) calendar days after such alleged violation has occurred, present such grievance to the Sheriff or his/her designee. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) 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 (10) 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 (10) calendar days will be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator. The County Administrator will give answer to such Step 2 grievance in writing within ten (10) calendar days after receipt of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the County Administrator's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3. A grievance unresolved in Step 2 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 (PELRA) 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.

14.5 Arbitrator's Authority

A. 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.

B. 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 thirty (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.

- C. 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.
- 14.6 **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 15. SAVINGS CLAUSE

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 (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 16. GENERAL PROVISIONS

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 17. INSURANCE AND RETIREMENT

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

17.2 **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

The Employer shall not pay more than the actual premium cost of the plan. 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.

H.S.A. Contributions

The Employer shall contribute \$125 per month to the county sponsored H.S.A plan on behalf of eligible employees electing single coverage on H.S.A. eligible plans with deductibles less than \$3650. The Employer shall contribute \$165 per month to the county sponsored H.S.A. plan on behalf of eligible employees electing single coverage on H.S.A. eligible plans with deductibles on \$3650 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.

All plans not to exceed total premium.

All Plans	2025 Employer	2026 Employer	2027 Employer
Employee + Spouse	\$1,500.00	\$1,700.00	\$1,800.00
Employee + Child(ren)	\$1,225.00	\$1,375.00	\$1,450.00
Family	\$1,650.00	\$1,900.00	\$2,025.00

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.

17.3 Life Insurance

All full-time employees shall be covered by a term life insurance policy in the amount of twenty thousand (\$20,000.00) dollars at the Employer's expense.

17.4 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.

17.5 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.

- 17.6 Upon retirement, an employee at his/her own cost may join the Retiree Group Health Plan with the condition the employee has been employed by the County for a minimum of twelve (12) years and be at least fifty-five (55) years of age, or have at least thirty (30) years of service.

17.7 Post-retirement Benefit

Only employees hired on or before January 1, 2007 are eligible for this benefit. Upon early retirement, the Employer will pay an amount not to exceed \$731.50 per month towards the cost of single health insurance up to three years, not to exceed the employee's 65th birthday with the condition the employee is eligible for PERA and has twenty (20) or more years of service.

17.8 MSRS HCSP Contribution

Only employees hired after January 1, 2007, or those who are eligible for the benefit found in Section 17.7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 17.7, 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 17.7 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 17.7 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
2	\$1,250
3	\$1,500
4	\$1,750
5	\$2,000
6	\$2,250
7	\$2,500

Eligible employees with more than 7 years of employment will receive the maximum contribution of \$2,500. 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 17.8 for that year.

ARTICLE 18. POST RETIREMENT HEALTH INSURANCE

- 18.1 Upon termination with the County, all severance pay to include Sick Leave, Vacation and Comp Time, is to be paid as per County Policy.
- 18.2 County to pay comp time hours over one hundred (100) (per Article VII, Section 7.2) is paid into Post Retirement Health Insurance Savings Plan the first pay period of December of each calendar year.

ARTICLE 19. CLOTHING ALLOWANCE

- 19.1 Licensed employees shall receive the same amount for uniform allowance as deputies and non-licensed employees will receive the same amount for uniform allowance as the non-licensed personnel.
- 19.2 All deputies shall be provided with a bullet proof vest.
- 19.3 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.

ARTICLE 20. SALARY SCHEDULE (see attached)

- 20.1 The Emergency Communications Center Supervisor will be placed on the new 11 step grid at Grade G, step 8 and given a 1 step improvement to Step 9 effective January 1, 2025.
- The Jail Administrator will be placed on the new 11 step grid at Grade K, Step 7 and given a 1 step improvement to Step 8 effective January 1, 2025. Subsequent step and general wage adjustments will occur as provided in the collective bargaining agreement on first day of the first full pay period in July and the first day of the first full pay period in January.
- 2025 2.5% general wage increase effective the first day of the first full pay period worked in January 2025. 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 worked in July 2025. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.
- 2026 3.5% general wage increase effective the first day of the first full pay period worked in January 2026. 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 worked in July 2026. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

- 2027 3.0% general wage increase effective the first day of the first full pay period worked 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 worked in July 2027. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.
- 20.2 An employee promoted 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 four percent (4%) higher than the current salary and placement onto the next highest step, 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) position. An additional increase may be granted to the promoted employee if such additional increase is recommended by the Department Head, the promotion involves more than one grade change, and the recommendation is approved by the County Board. The employee's eligibility for step increases will not change upon the promotion.
- 20.3 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 County Administrator will review the request and make a recommendation to the County Board. Based on the results of the review and recommendation by the County Administrator, the County Board may reclassify the position to a higher grade level.
- 20.4 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 PAY

All employees shall receive the following pay differential:

One dollar and fifty cents (\$1.50) per hour from 6:00 p.m. to 6:00 am.

ARTICLE 22. NATIONAL TEAMSTERS D.R.I.V.E.

Upon receipt of a properly executed voluntary authorization card from an employee, the County will deduct from the employee's salary such amounts as the employee authorizes to pay International Brotherhood of Teamsters D. R. I .V. E. (Democratic Republican Independent Voter Education).

ARTICLE 23. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement shall represent the complete Agreement between the Employer and the Union.

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 (PELRA) of 1971, as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above stated.

FOR TODD COUNTY

FOR TEAMSTERS LOCAL NO. 320

County Board Chairman

Business Agent

County Coordinator

Union Steward

Dated: _____

Dated: _____

APPENDIX A

Teamster's Local #320 Sheriff's Supervisory Unit Classifications

Grade G	Emergency Communications Center Supervisor
Grade K	Jail Administrator

APPENDIX B

	COLA	0.00%		Step	2.82%		Step	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

	COLA	2.50%		Step	2.82%		Step	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

	COLA	3.50%		Step	2.82%		Step	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

	COLA 3.00%		Step 2.82%		Step 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

MEMORANDUM OF AGREEMENT
BETWEEN
TODD COUNTY
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320

This Memorandum of Agreement is entered into between Todd County (hereafter "County") and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 (hereafter "Union") representing employees in the Sheriff's Supervisory Employees bargaining unit.

WHEREAS, the County and Union are parties to a collective bargaining agreement effective January 1, 2025 through December 31, 2027.

WHEREAS, the parties agreed to move the contract language from Article X, Sick Leave, Section 10.3 into a Memorandum of Agreement and modify the contract language.

NOW, THEREFORE, the County and the Union agree as follows:

1. All members eligible for a Public Employees Retirement Association (PERA) pension shall contribute 100% of their sick leave payout upon retirement or termination, in good standing, of employment.

OR

Employees who are not eligible for a Public Employees Retirement Association (PERA) pension shall contribute their sick leave severance payout at the following schedule:

0 - 20 years of service:	40%
Beginning 21 years and over:	60%

2. Sick Hour Conversion: Employees who have accrued over 1,040 hours of sick hours will have fifty percent (50%) of those hours converted to cash and deposited into their post retirement health care savings account. The conversion will take place once a year at year-end.
3. Sick Severance: See Article XVIII, Post Retirement Health Insurance for sick severance payment schedule.

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*

4. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

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

FOR TODD COUNTY:

FOR TEAMSTERS LOCAL #320:

County Board Chairman

Date

Business Agent

Date

Human Resources Mgr. Date

Union Steward Date

MEMORANDUM OF AGREEMENT
BETWEEN
TODD COUNTY
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320

This Memorandum of Agreement is entered into between Todd County (hereafter "County") and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 (hereafter "Union") representing employees in the Sheriff's Supervisory Employees bargaining unit.

WHEREAS, the County and Union are parties to a collective bargaining agreement effective January 1, 2025 through December 31, 2027.

WHEREAS, Minn. Stat. § 352.98 allows the County to sponsor a post employment health care savings program that allows employees to save money to pay medical expenses and/or health insurance premiums after termination of public service.

NOW, THEREFORE, the County and the Union agree as follows:

1. All funds collected by the County on behalf of an employee will be deposited into an employee's Post Employment Health Care Savings Plan account (hereafter "HCSP") administered by the Minnesota Post Employment Health Care Savings Plan established under Minn. Stat. § 352.98 and as outlined in the Minnesota State Retirement System's (MSRS) Trust and Plan Documents.
2. Employees shall contribute 2.0% of their gross wages monthly into the HCSP.
3. Any description of benefits contained in this Memorandum of Agreement is intended to be informational only. The management of contributed funds into the HCSP is the responsibility of the Plan Administrator, Minnesota State Retirement System (MSRS), the State Board of Investment, their agents, employees or subcontractors and/or the investment option provider selected by the employee. The County's only obligation is to deposit accrued monies as outlined by this Memorandum. The County has no other responsibilities or obligations and no other claims can or shall be made against the County pursuant to this Memorandum.
4. The Union agrees to indemnify and hold harmless the County, its agents, officers and employees from any and all claims, causes of action, suits, demands, judgments of any nature, liabilities, losses, damages, costs, and expenses including reasonable attorney's fees, arising out of the actions or inactions of the Plan Administrator, Minnesota State Retirement System (MSRS), the State Board of Investment, their agents, employees or subcontractors and/or the investment option provider selected by the employee.
5. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

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

FOR TODD COUNTY:

FOR TEAMSTERS LOCAL #320:

County Board Chairman Date

Business Agent Date

Human Resources Mgr. Date

Union Steward Date



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 ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20260915-24
Agenda Topic Title for Publication:		Discontinue Annual Funding to the New Long Prairie Shop Savings Account
Date of Meeting: September 15 th , 2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Finance Committee		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☐		
During the preparation of the County's Fiscal Year 2027 Budget, it was determined that reduction and discontinuance of the required annual savings deposit for the New Long Prairie Shop Savings Account would be in the best interest of the county to reduce the overall financial impact to the County's local levy.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To adopt the attached Resolution to Discontinue Annual Funding to the New Long Prairie Shop Savings Account.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	Current Balance of Account: \$1,810,000
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

DISCONTINUE ANNUAL FUNDING TO THE NEW LONG PRAIRIE SHOP SAVINGS ACCOUNT

WHEREAS, on July 1st, 2014, the Todd County Board of Commissioners approved a resolution that created a dedicated savings account for the sole purpose of the construction of a new Long Prairie Public Works Shop with annual deposits funded at no less than a minimum of \$200,000 annually until the construction of the new Long Prairie Shop is completed, and;

WHEREAS, the Todd County Board of Commissioners adopted funding reductions for FY2015 via BA #20141202-11, FY2016 via BA #20151103-18 and FY2018 via BA #20170919-04 which reduced the annual funding for the Long Prairie Shop Savings Account for these years, and;

WHEREAS, on September 19th, 2017, the Todd County Board of Commissioners adopted a restructuring of the funding plan for the future construction of a new Public Works Long Prairie Shop to include the resolve that future annual deposits be sourced from and remain within Fund 01-General Revenue at no less than a minimum of \$219,000 annually until the construction of the new Long Prairie Public Works Shop is completed or other direction is passed by the County Board, and;

WHEREAS, during the preparation of the County's Fiscal Year 2024, 2025 and 2026 Budgets its was approved a reduction of the required annual savings deposit to \$0 would be in the best interest of the county, and;

WHEREAS, during the preparation of the County's Fiscal Year 2027 Budget it was determined that reduction of the required annual savings deposit to \$0 and discontinuing this annual commitment would be in the best interest of the county to reduce the overall financial impact to the County's local levy.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby reduce the required annual \$219,000 deposit to the New Long Prairie Shop Savings Account to \$0 for Fiscal Year 2027 and discontinue this annual deposit indefinitely or until the Todd County Board of Commissioners passes a resolution for providing other direction.



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 ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20260915-25
Agenda Topic Title for Publication:		2027 Preliminary Levy
Date of Meeting: September 15 th , 2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Finance Committee		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
The Finance Committee worked diligently with all County Departments to prepare a Preliminary Budget and Preliminary Levy recommendation to the County Board. At the August 18, 2026 work session, the Finance Committee presented a proposal for the 2027 Preliminary Budget and 2027 Preliminary Levy.		
Options:		
1. Approve the 2027 Preliminary Levy as recommended by the Finance Committee with the local levy at \$21,018,734 (6.60% increase) 2. Approve the 2027 Preliminary Levy at a different amount 3. Do not approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the attached Resolution to Set the Preliminary 2027 Levy at \$23,864,439 less fund balance use of \$900,000 and less program aids of \$1,945,705 therefore certifying the 2027 Preliminary Local Levy at \$21,018,734.		

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 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

A RESOLUTION ADOPTING THE 2027 PRELIMINARY LEVY

WHEREAS, the Laws of the State of Minnesota direct that the Todd County Board of Commissioners are required to approve by resolution a preliminary levy no later than September 30th annually, and;

WHEREAS, The Todd County Board of Commissioners have considered the financial situation of the County and had an opportunity to deliberate the levying of property taxes upon property owners within the County.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve the 2027 Preliminary Levy for Todd County, for property taxes payable in 2027 per table below, with the authority to reduce this levy before the final levy deadline of December 28th 2026.

	Certified Levy	Program Aid	Local Levy
General Revenue	14,576,001.00	1,945,705.00	12,630,296.00
Road & Bridge	2,425,720.00		2,425,720.00
Human Services	4,717,014.00		4,717,014.00
Public Health	441,851.00		441,851.00
Comp Water	5,360.00		5,360.00
Regional Library	369,108.00		369,108.00
Bonded Indebtedness	379,385.00		379,385.00
County Fair	25,000.00		25,000.00
Parks & Trails	25,000.00		25,000.00
Total	22,964,439.00	1,945,705.00	21,018,734.00



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 ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260915-26
Agenda Topic Title for Publication:		Truth in Taxation Hearing - Date Establishment
Date of Meeting: September 15 th , 2026		Agenda Time Requested: ☒ Consent Agenda
Organization / Department Requesting Action: Finance Committee		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☐		
Minnesota Statute 275.065 requires Todd County to hold a Truth in Taxation Hearing to receive public input regarding the proposed 2027 Preliminary Levy before its final adoption in December 2026.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To set the Truth in Taxation Hearing for _____ to begin at 6:00 p.m. in the Todd County Commissioner's Boardroom.		

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



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 Closed Session	20260915-27
Agenda Topic Title for Publication:		Closed Session - Consideration of Valuation and Potential Sale of County Property
Date of Meeting: September 15 th , 2026	Agenda Time Requested: 60 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting:		
Background: <i>Supporting Documentation enclosed</i> ☒		
The Todd County Board of Commissioners will close the meeting pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(c), to determine the asking price and consider the potential sale of 347 Central Avenue, Long Prairie, MN 56347, Parcel ID: 36-4012100.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Enter into closed session pursuant to MN Statute 13D.05, Subdivision 3©..		

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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Official Public Notice

Announcement of Closed Meeting

This notice is to advise the public that the Todd County Board of Commissioners will be meeting in a closed session commencing at approximately 10:00 a.m. on Tuesday, September 15th, 2026 in the Commissioners Board Room.

The Commissioners will hold a closed session pursuant to Minnesota Statutes, section 13D.05 Subd 3(c) to determine the asking price and consider potential sale of Todd County property.

Respectfully submitted,

Denise Gaida

Todd County Auditor-Treasurer

Posted: September 11, 2026