



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, October 20, 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 - October 6, 2026	
4.2	Gambling Permit - Long Prairie Hockey	
4.3	Resignation of Public Works Heavy Equipment Operator Jason Primus 10/27/2026	
5	County Auditor-Treasurer	9:05
5.1	Auditor Warrants - September 2026	
5.2	Commissioner Warrants	
5.3	Health & Human Services Commissioner Warrants	
5.4	Health & Human Services SSIS Warrants	
5.5	Adopt the 2027 County Fee Schedule	
6	County Ditch/Ag Inspector	9:10
6.1	County Ditch 32 - Obstruction	
7	Planning & Zoning	9:15
7.1	October Planning Commission Information	
7.2	Miller Request for CUP	
8	Solid Waste	9:20
8.1	Ideal Construction Asphalt Surfacing	
8.2	MSW Market Price for 2026	
9	Administration	9:25
9.1	Hands of Hope Resource Center - Lease Renewal	

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	20261020-01
Agenda Topic Title for Publication:		Meeting Minutes Approval - October 6th, 2026
Date of Meeting: October 20 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: October 6 th , 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 October 6 th , 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



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*Minutes of the Meeting of the Todd County Board of Commissioners held on
October 6th, 2026*

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 6th day of October, 2026 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented with addition of item 4.8 Hire Public Health Nurse and item 4.9 The Topsy Swan Bar & Grill Liquor License.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for September 15th, 2026 as presented.

Hire Ethan Wise for the FT Deputy position start date TBD at a pay rate of \$36.09 an hour Grade 9/I Step D

Hire Callie Blaeser for the PT Correctional Officer position start date TBD at a pay rate of \$26.36 an hour Grade 6/F Step A

Hire Yolani Dominguez for the PT Dispatch position start date TBD at a pay rate of \$26.36 an hour Grade 6/F Step A

Approve the hire of Mary Dvorak to fill the open Care Coordinator position. Grade I/9, Step C, \$35.10. Start date: TBD.

To approve the promotion of Autumn Pundsack-Nelson to fill the open Child Services Supervisor position. Grade K/11, Step D at \$42.10/hr. Start Date: TBD.

GAMBLING PERMIT – BROWERVILLE SPORTSMAN CLUB

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Browerville Sportsman Club through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Browerville Sportsman Club to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address 19281 Kotter Road, Clarissa, MN on March 7th, 2027.

Approve the hire of Mariah Finken to fill the open Public Health Nurse position. Grade I/9, Step C, \$35.10. Start date: TBD.

To approve an On Sale, Off Sale and Sunday Liquor License for The Topsy Swan Bar & Grill LLC at the address of 30905 County 13, Burtrum, MN in Burnhamville Township effective October 31st, 2026 through March 31, 2027

Auditor-Treasurer

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404696 through 404721 in the amount of \$30,209.14 and (Regular) 60111 through 60154 in the amount of \$120,835.36 for a total of \$151,044.50.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 807875 through 807939 and (Regular) 714511 through 714579 for a total of \$266,677.65.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 602112 through 602127 and (Regular) 519114 through 519137 for a total amount of \$118,201.38.

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

COUNTY DITCH MAINTENANCE ASSESSMENTS FOR TAXES PAYABLE 2027

WHEREAS, the Auditor-Treasurer's office along with the County Ditch Inspector have been proactively working on improving the cash flow balances within Fund-40 County Ditches on an annual basis to maintain positive cash flow, and;

WHEREAS, recommendations for the July 2025 through June 2026 assessment cycle were discussed at the County Board Worksession on September 15, 2026, and;

WHEREAS, Minnesota Statute allows for the Ditch Authority to approve maintenance fund assessments on a yearly basis without incurring the expense of a public hearing if statute requirement criteria have been met, and;

WHEREAS, it is the goal of the County Board to transition from the past practice of *collecting after spending* to maintaining a *revolving collection* comparative to expense trends and to keep assessments occurring as close to real time as possible for the potential property owners affected.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners in their capacity as the Todd County Ditch Authority hereby approves the Maintenance Fund/Ditch Assessments for the 2027 Tax Payable Year as a one year repayment period without interest applied per the attached list.

Hands of Hope Resource Center

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

October 2026 Domestic Violence Awareness Month Proclamation

WHEREAS, every resident, student, and community member deserves to live free from violence and abuse; and

WHEREAS, domestic violence affects people of all ages, backgrounds, and identities, and can have devastating physical, emotional, and economic impacts on survivors, families, and communities; and

WHEREAS, children growing up in violent homes are at higher risk of abuse and neglect; and

WHEREAS, survivors deserve safety, support, solidarity, and action to address the root causes of domestic violence; and

WHEREAS, October is designated as Domestic Violence Awareness Month to raise awareness, promote prevention, and honor the courage of survivors; and

WHEREAS, the 2026 theme “With Survivors, Always” calls for a sustained partnership with survivors toward safety, support, and justice; and

NOW, THEREFORE BE IT RESOLVED, that local organizations, advocates, law enforcement, schools, healthcare providers, and community members play a vital role in preventing domestic violence and supporting survivors;

BE IT FURTHER RESOLVED, that the Todd County Board of Commissioners does hereby proclaim October 2026 as Domestic Violence Awareness Month, in recognition of the ongoing need to prevent domestic violence, support survivors, and commit to action in the face of minimized services, increased barriers, and persistent violence. This proclamation affirms Todd County’s commitment to “With Survivors, Always” – standing with survivors, supporting their safety, and taking meaningful action to end domestic violence.



County Fee Schedule – Public Hearing

Todd County is in the process of building the County Fee Schedule to be implemented for 2027 and is required by MN Statute to hold a public hearing to gather any public input on the proposed fees. Notice of this public hearing has been published in the Todd County Newspapers the weeks of September 21 & 28, 2026 and also posted on the County Website. Public hearing and discussion was held with no public input received in oral or written comment.

County Ditch/Ag Inspector

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: Acting as the Todd County Ditch Authority approves the Quote from Todd Carry - Lakes Area Blasting, in the amount of \$2,500.00 to spot clean the Fish Trap Creek Loop north of Quiken Rd that is the outlet for multiple laterals of County Ditch 41, and to clean the vegetation from the inlet and outlet of the culvert on Quiken Rd.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous vote: Acting as the Todd County Ditch Authority approve the dam removal Estimate of \$2,400.00 from Statema Backhoe Service to remove the beaver dam on the ditch line on 24-0010900 and lower the water level on the pond. If a second day is needed, there will be an additional \$1,750.00 charge.



County Sheriff

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

A RESOLUTION ESTABLISHING A RESOLUTION FORMAT

WHEREAS, the Minnesota Department of Safety has a Towards Zero Death (TZD) program, and;

WHEREAS, the Minnesota Department of Public Safety requires a fiscal agent and Administer of the grant , and;

WHEREAS, Sheriff Mike Allen is the Chief Law Enforcement Officer in Todd County and is authorized to execute such agreements and amendments as are necessary to the project on behalf of Todd County and to be the fiscal agent and administer of the grant.

NOW, THEREFORE BE IT RESOLVED, that The Todd County Sheriff's Office enter into a grant agreement with the Minnesota Department of Public Safety, for the enforcement projects during the period of October 1, 2026, through September 30, 2027.

Planning & Zoning

On motion by Denny and second by Byers, the following motion was introduced and adopted by unanimous vote with Noska abstaining: Authorize the Chairman of the Board to sign the Order of Removal of the hazardous structure located on parcel 06-0054800.

Solid Waste

On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous vote: Authorize Board Chair to sign attached letter, supporting Wadena County's grant application and committing to spending up to \$18,000 for up to six cameras at Todd County locations.

Health & Human Services

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve the provided Data Sharing Agreement for School Health Services between Independent School District No. 2753 and Todd County HHS.

Administration

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous vote: Renew the Consulting Services Contract with Labor Attorney Firm Madden Galanter Hansen, PLLC, Attorneys At Law agreement as presented, for June 4th, 2026 through June 4th, 2028.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that absentee voting for the State General Election and tax collection season continues to be steady within the office.

County Attorney's Report

The County Attorney reported that the office remains busy.

County Coordinator's Report

The County Coordinator reported attending meetings including AMC Fall Policy Conference, Osakis HS, Region 4 Cyber Response, Facilities, Safety and Personnel.

County Commissioner's Report

The Commissioners reported on meetings and events attended.

Commissioner Denny attended meetings including GRRL Finance, GRRL Board, Hands of Hope, Prairie Lakes, and Personnel.

Commissioner Becker attended meetings including Region V, Facilities, Safety, MRC, and AMC Fall Policy Conference.

Commissioner Byers attended meetings including the MRC Conference,.

Commissioner Neumann attended meetings including Sauk River Watershed, AMC Fall Conference, JD2, and MRC Conference.

Commissioner Noska attended meetings as usual but missed a few due to vacation. Also, announced that the Todd County Fair dates will be moving for 2027.

Recess

On motion by Neumann and second by Denny, the meeting was recessed until October 20th, 2026.

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
AMAZON CAPITAL SERVICES	\$ 3,141.26
CENTRAL APPLICATORS INC	\$ 4,895.86
DIAMOND MOWERS LLC	\$ 11,786.97
ELECTION SYSTEMS & SOFTWARE INC	\$ 20,253.30
FORTE	\$ 6,655.00
JMD MANUFACTURING INC	\$ 4,128.16
KNOW iNK	\$ 8,125.00
KRIS ENGINEERING INC	\$ 43,793.75
LONG PRAIRIE LEADER	\$ 4,890.00
NORTHSTAR PLUMBING, HEATING, & AIR LLC	\$ 3,920.80
PRAIRIE VIEW DIESEL REPAIR	\$ 10,884.50
TODD-WADENA COMMUNITY CORRECTIONS	\$ 5,043.90
ZIEGLER INC	\$ 3,180.55
57 PAYMENTS LESS THAN 2000	\$ 20,345.45
Total:	\$ 151,044.50

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
BRENNY FUNERAL CHAPEL	\$ 3,500.00
VENDOR #14810	\$ 2,198.23
VENDOR #17406	\$ 2,257.65
DHS - SWIFT	\$ 208,261.20

123 PAYMENTS LES THAN 2000	\$ 48,625.02
7 PAYMENTS LESS THAN 2000	\$ 1,835.55
Total:	\$ 266,677.65

VENDOR NAME	AMOUNT
CHILDREN'S HOME & LSS LLC	\$ 3,534.62
GREATER MN FAMILY SRVS INC	\$ 4,831.46
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 2,192.95
NEXUS - MILLE LACS FAMILY HEALING	\$ 11,109.78
NEXUS - KINDRED FAMILY HEALING	\$ 14,438.31
NORTH HOMES CHILDREN & FAMILY SERVICES	\$ 4,391.31
PRAIRIE LAKES YOUTH PROGRAMS	\$ 17,050.00
RESOURCE TRAINING AND SOLUTIONS	\$ 3,570.00
VILLAGE RANCH INC	\$ 39,187.17
WEST CENTRAL REG JUVENILE CTR	\$ 6,781.00
30 PAYMENTS LESS THAN 2000	\$ 11,114.78
Total:	\$ 118,201.38



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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	20261020-02
☐ Discussion	☒ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Gambling Permit - Long Prairie Hockey Association
Date of Meeting: October 20 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 ☒		
Application has been filed in the Auditor-Treasurer's Office.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: to approve a gambling permit for the Long Prairie Hockey Association to hold gambling activities at The Topsy Swan Bar & Grill in Burnhamville Township at the address 30905 County 13, Burtrum, MN effective October 20, 2026 until revoked or otherwise cancelled as provided by law.		

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



GAMBLING PERMIT – LONG PRAIRIE HOCKEY ASSOCIATION

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Long Prairie Hockey Association through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Long Prairie Hockey Association to hold gambling activities at The Topsy Swan Bar & Grill in Burnhamville Township at the address 30905 County 13, Burtrum, MN effective October 20, 2026 until revoked or otherwise cancelled as provided by law.



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Todd County

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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	20261020-03
Agenda Topic Title for Publication:		Resignation of Public Works Heavy Equipment Operator Jason Primus
Date of Meeting: 10/20/2026	Agenda Time Requested: 1 Minute	☒ Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer		
Background: Supporting Documentation enclosed ☐		
Jason Primus has resigned from his position as Heavy Equipment Operator, effective October 27th, 2026.		
Options:		
#1 Approve the resignation of Public Works Equipment Operator Jason Primus, effective October 27th, 2026.		
#2 Do not approve the resignation.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the resignation of Public Works Equipment Operator Jason Primus, effective October 27th, 2026.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 0.00 Funding Source(s): Fund 3 - Road and Bridge Fund	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official 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 ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20261020-04
Agenda Topic Title for Publication:		Auditor Warrants - September 2026
Date of Meeting: October 20 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 September 2026 Auditor Warrants number (ACH) 906326 through 906376 in the amount of \$506,360.18 (Manual) 1493 through 1530 in the amount of \$1,751,940.25 and (Regular) 246993 through 247147 in the amount of \$1,164,282.63 for a total of \$3,422,583.06.		

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
September 2026**

Vendor Name	Amount
ALL STATE COMMUNICATIONS	\$ 80,271.00
BECKER COUNTY ENVIRONMENTAL SERVICES	\$ 5,338.50
CITY OF STAPLES	\$ 316,105.86
DOUGLAS SWCD	\$ 3,680.00
FLEET SERVICES/WEX BANK	\$ 12,807.10
G S EQUIPMENT INC	\$ 2,250.00
HY-TEC CONSTRUCTION	\$ 97,850.00
LONG PRAIRIE OIL COMPANY	\$ 5,262.95
LONG PRAIRIE SANITATION INC	\$ 11,190.48
MIDWEST MACHINERY CO	\$ 120,000.00
OFFICE OF MNIT SERVICES	\$ 3,259.60
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
PETERS LAW OFFICE, P.A.	\$ 5,700.00
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 98,136.20
SIR LINES-A-LOT, LLC	\$ 33,591.59
STEP	\$ 13,052.50
TRUEMAN WELTERS, INC	\$ 44,922.72
VERIZON	\$ 6,279.22
VOYANT COMMUNICATIONS, LLC	\$ 3,220.14
WATERGUARDS LLC	\$ 14,280.00
WEST CENTRAL REG JUVENILE CTR	\$ 7,694.00
WIDSETH SMITH NOLTING INC	\$ 2,108.75
WONDERLICH/SCOTT A	\$ 7,663.50
27 PAYMENTS LESS THAN 2000	\$ 10,982.42
ANDERSON/KYLE AND JOELLE	\$ 18,633.15
BERSCHEIT FARMS LLC	\$ 11,704.92
CENTRA CARE	\$ 13,350.31
CITY OF LONG PRAIRIE	\$ 2,116.85
COUNTIES PROVIDING TECHNOLOGY	\$ 7,448.00
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
JOHN/DONALD AND LINDA	\$ 22,102.50
JOSH'S AUTOBODY	\$ 11,930.09
LAKES COMMUNITY COOPERATIVE	\$ 6,943.24
METRO SALES INC	\$ 2,670.10
MINNESOTA POWER	\$ 21,286.22
MN DEPT OF FINANCE	\$ 8,699.50
MORRIS ELECTRONICS INC	\$ 19,143.53
MORRISON COUNTY	\$ 69,391.72
MOTOROLA	\$ 2,973.06
REGENTS OF THE UNIV OF MN	\$ 10,857.75
SWENSON AGGREGATE & CONSTRUCTION	\$ 169,751.34
ZANDER/JASON AND HEATHER	\$ 2,666.00
ZIMMER/NEIL & MARGARET	\$ 195,986.08
55 PAYMENTS LESS THAN 2000	\$ 19,307.04
ALL OCCASION RENTAL	\$ 2,955.00
AXON ENTERPRISE, INC.	\$ 8,800.00
CENTRAL MN DOOR SERVICE, LLC	\$ 5,700.00
D & D AUTO REPAIR	\$ 4,468.38
GIZA PLUMBING & HEATING INC	\$ 2,164.43
LAW ENFORCEMENT LABOR SERV INC	\$ 2,185.50
LIBERTY TIRE SERVICES LLC	\$ 2,142.10
LINCOLN FINANCIAL GROUP	\$ 6,839.27
METROPOLITAN LIFE INSURANCE COMPANY	\$ 4,736.21
MN TEAMSTERS NO 320	\$ 2,991.24
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
RJ CONTRACTING & REMODELING LLC	\$ 6,530.11
STAPLES ADVANTAGE	\$ 2,252.58
VOLTZ/ROBERT AND COLLEEN	\$ 12,000.00
WARNER LAW, LLC	\$ 4,485.00
40 PAYMENTS LESS THAN 2000	\$ 22,314.60
LONG PRAIRIE OIL COMPANY	\$ 7,296.52
PETERS LAW OFFICE, P.A.	\$ 2,096.25
PHEASANTS FOREVER	\$ 3,250.00
RESORTERS MARINE LLC	\$ 8,200.00
RJ CONTRACTING & REMODELING LLC	\$ 14,569.68
WEST CENTRAL REG JUVENILE CTR	\$ 6,554.00
21 PAYMENTS LESS THAN 2000	\$ 8,854.01
WEX HEALTH INC - HSA	\$ 4,268.70
PUBLIC EMPLOYEE RETIREMENT	\$ 6,297.97
VOYA (MSRS)	\$ 6,898.35
PUBLIC EMPLOYEE RETIREMENT	\$ 100,944.55

Auditor Warrants for Publication
September 2026

Vendor Name	Amount
WEX HEALTH INC - HSA	\$ 41,487.67
COUNTY OF TODD	\$ 2,282.46
WEX - CIRCLE K	\$ 3,390.90
BETTER HEALTH COLLECTIVE	\$ 31,791.40
MN DEPT OF REVENUE	\$ 76,458.09
PAYCOM PAYROLL, LLC	\$ 580,707.93
PAYCOM PAYROLL, LLC	\$ 40,158.99
PAYCOM PAYROLL, LLC	\$ 3,460.30
WEX HEALTH INC - HSA	\$ 14,932.67
COUNTY OF TODD	\$ 2,282.46
VOYA (MSRS)	\$ 6,154.20
PUBLIC EMPLOYEE RETIREMENT	\$ 101,157.02
PUBLIC EMPLOYEE RETIREMENT	\$ 6,268.34
HUMANA INSURANCE COMPANY	\$ 7,941.09
MN DEPT OF REVENUE	\$ 4,412.00
US BANK-CC	\$ 10,275.00
PAYCOM PAYROLL, LLC	\$ 3,460.31
PAYCOM PAYROLL, LLC	\$ 47,125.20
PAYCOM PAYROLL, LLC	\$ 636,261.12
16 PAYMENTS LESS THAN 2000	13,523.53
TOTAL:	\$ 3,422,583.06



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	20261020-05
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: October 20th, 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) 404722 through 404752 in the amount of \$31,303.93 and (Regular) 60155 through 60199 in the amount of \$67,334.52 for a total of \$98,638.45.		

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 10/20/2026 For Payment 10/23/2026

<u>Vendor Name</u>	<u>Amount</u>
CENTRAL APPLICATORS INC	8,316.05
CROSBY AND SONS CONSTRUCTION	6,118.24
FARM-RITE EQUIPMENT, INC	7,229.12
FRIEDRICH'S TIRE & OIL CO INC	4,261.30
HILLYARD	2,253.18
HWY 27 SALVAGE	2,000.00
LONG PRAIRIE OIL COMPANY	2,804.59
MID-MINN EXCAVATION	6,297.84
MOTOROLA	2,973.06
NORTHERN STAR COOP	6,227.75
NUSS TRUCK & EQUIPMENT	2,033.22
RTVISION INC	4,348.34
SHI CORP	5,789.64
STATE OF MINN	2,195.00
VEOLIA ENVIRONMENTAL SERVICES LLC	3,562.05
VIKING GARAGE DOOR CO	3,287.45
WADENA ASPHALT CO	2,470.00
59 Payments less than 2000	26,471.62
Final Total:	98,638.45



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	20261020-06
Agenda Topic Title for Publication:		Health & Human Services Commissioner Warrants
Date of Meeting: October 20 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) 807940 through 807972 and (Regular) 714580 through 714621 for a total of \$65,649.94.		

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

Approval Date

10/20/2026

Payment Date

10/23/2026

Vendor name or #

Amount

SCHULLER FAMILY FUNERAL HOMES

\$ 4,400.00

RURAL MN CEP INC

\$ 17,934.00

VENDOR# 11481

\$ 2,237.95

DHS - SWIFT

\$ 2,895.70

59 PAYMENTS LESS THAN 2000

\$ 18,984.05

Final Total

\$46,451.70

ADRIANA

10/14/26 11:19AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 10/20/2026 For Payment 10/23/2026

<u>Vendor Name</u>	<u>Amount</u>
MCCC, MI33	6,993.33
MORRISON COUNTY HEALTH & HUMAN S	3,942.41
PRAIRIE RIDGE INN	3,002.20
9 Payments less than 2000	5,260.30
Final Total:	19,198.24



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	20261020-07
Agenda Topic Title for Publication:		Health & Human Services SSIS Warrants
Date of Meeting: October 20 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) 602128 through 602142 and (Regular) 519138 through 519153 for a total amount of \$160,798.02.		

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:

10/23/2026

Approval Date:

10/20/2026

Vendor name or #

Amount

CHILDREN'S HOME & LSS LLC	3420.60	
COMMUNITY AND FAMILY SRVS LLC	14547.60	
# 18340	7845.79	Foster care provider
GENESIS GROUP HOMES INC	3367.76	
LITTLE SAND GROUP HOME	11998.20	
# 18357	3406.48	Foster care provider
NEXUS - MILLE LACS FAMILY HEALING	10751.40	
NEXUS - KINDRED FAMILY HEALING	5268.59	
NORTH HOMES CHILDREN & FAMILY SERVICES	11976.30	
NORTHERN PINES MENTAL HEALTH CTR	2280.00	
PRAIRIE LAKES YOUTH PROGRAMS	4950.00	
VALLEY LAKE BOYS HOME INC	9632.00	
VILLAGE RANCH INC	42573.99	
WEST CENTRAL REG JUVENILE CTR	18556.00	
	\$10,223.31	17 Pymts less than \$2000
Final Total	\$160,798.02	



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	20261020-08
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Adopt the 2027 County Fee Schedule	
Date of Meeting: October 20 th , 2026	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Todd County has built a County Fee Schedule to be implemented for 2027 and a public hearing was held on October 6th, 2026 to gather any public input on the proposed fees.		
Options:		
To adopt the 2027 County Fee Schedule as presented.		
Do not adopt the 2027 County Fee Schedule as presented.		
To adopt the 2027 County Fee Schedule with alterations.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		
To adopt the 2027 County Fee Schedule to be effective January 1, 2027 per the attached document.		

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

Todd County Fee Schedule

(NOTE: some county offices have separate fee schedules)

GENERAL COUNTY	
Copies or print screens (per side, up to 8 ½" x 14"):	\$0.25/page up to 100 pages; actual cost* when > 100 pages
CD's	\$5 per CD
Computer Printouts (reports/labels)	\$5 setup fee + \$.50/page
Fax or Email Service	Actual cost*
NSF Fee	\$30
Research Fee	Actual cost*
ADMINISTRATION/HUMAN RESOURCE OFFICE	
Rental Fee-Conference Rooms:	
Forest Conference Room-Historic Courthouse	\$50 half day - \$100 full day
Prairie Conference Room-Historic Courthouse	\$50 half day - \$100 full day
Lakes Conference Room-Historic Courthouse	\$50 half day - \$100 full day
ATTORNEY'S OFFICE	
CD/DVD of Documents	\$15
Blu Ray of Documents	\$20
Flashdrive 16 gb of Documents	\$15
Flashdrive 32 gb of Documents	\$20
Flashdrive 64 gb of Documents	\$25
Flashdrive 128 gb of Documents	\$30
Email copies	\$5
Copies	\$.25 per page
Child Support Services-TCHHS, Attorney	\$115/hr-attorney
Child Support Services-TCHHS, Legal Assistant	\$40/hr
Fraud Services - TCHHS	\$130/hr
Probate Services-TCHHS	\$1,500 per case
ASSESSOR'S OFFICE	
Assessor Certification	Actual cost*
Assessor Tax Estimate	Actual cost*
Copy of Field Card, CAMA sheet, print screens, etc.	\$.25 per page
AUDITOR-TREASURER'S OFFICE	
(Minimum of returned overage in fees - \$10.01)	
Licenses and Permits:	
<i>Alcohol Licenses (M.S. 340.A)</i>	
On & Off Sale 3.2 Beer License (12 month)	\$100
On Sale 3.2 Beer License (12 month)	\$85
Off Sale 3.2 Beer License (12 month)	\$15
On & Off Sale 3.2 Beer License (6 month)	\$50
Temporary On Sale 3.2 Beer License (1 day; per permit)	\$15
On Sale Liquor License (12 month) (w/out Sunday)	\$2,000
Off Sale Liquor License (12 month)	\$300
Sunday On Sale Liquor License (12 month)	\$150
Bottle Club On Sale Liquor License (12 month)	\$330
Wine License (12 month)	\$150
Temporary On Sale Liquor License (1-4 day; per permit)	\$50
Setups	\$50
Auctioneer License (M.S. 330.01)	\$20
<i>Dance License</i>	
Dance (12 month)	\$50
Dance (1 day)	\$5
<i>Dangerous Dog License (M.S. 347.51)</i>	
Registration of a Dangerous Dog (one time)	\$50
Renewal Fee for a Dangerous Dog (annual renewal)	\$10
Dangerous Dog Sign	\$14 each
Dangerous Dog Tag	\$6 each
Fireworks Permit (M.S. 640.20)	\$25
Transient Merchant License (M.S. 329.11)	\$150
Fairgrounds Storage and Rental:	
Use of Grounds - w/o restrooms	\$150/day + \$300 deposit
Use of Grounds - with restrooms S of Prairie Motors	\$300/1st day, \$75/each add'l + \$500 deposit
Rental Expo Building	\$450/1st day, \$125/each add'l + \$1,000 deposit
Grandstand (Seating and Arena)	\$250/1st day, \$100/each add'l + \$500 deposit
Entertainment Pavilion	Contact Ag Society
Prairie Motors Building	Contact Ag Society
Winter Storage (Oct - May)	\$100 per item
Service Charges:	
Auditor Cert Bond	\$150
Certified Copy of Voter Registration	\$5
Confession of Judgment Program Fee	\$200 1 st parcel; \$50 each add'l
Ditch Lien Search	\$5 per parcel
Ditch Lien Release Prep Fee	\$5 per parcel
Duplicate Tax Statement	\$1

*Actual costs can include cost of media, employee time to prepare, etc.
Postage expense borne by requestor.

Todd County Fee Schedule

(NOTE: some county offices have separate fee schedules)

Service Charges:	
Duplicate Bill Fee	\$5 per parcel
Election Roster/Master List (non-Co. Elec.)	\$0.25 per page
Election/Admin Setup Fee (non-Co. Elec.)	\$250
Escrow Refund Execution Fee	\$50
Forfeited Land List	No Fee
Mobile Home Clearance Sheet	\$5
Publication Cost	\$50
Repurchase Fee	\$250
Research Fee	Actual cost*
Special Assessment Setup Fee (less than 5 parcels)	\$5
Special Assessment Setup Fee (more than 5 parcels)	\$25
Special Assessment Service Fee	\$1/parcel
Special Assessment Search	\$5 per parcel
Standard Data Report Generation Fee	\$50 per request; If >1 hour then Research Fee applies
Tax Forfeiture – Admin Fee	\$250
Tax Search	\$5 per parcel
TIF Setup Fee	\$100
GIS/MIS OFFICE	
Maps:	
Minimum 24" or 36" paper roll	\$3.00/sq foot
Custom Map Setup	Hourly rate plus printing cost
Research Fee: Tax Mailing List/Data Research	Hourly rate plus printing cost
Mailing Costs: Map Tube	\$5 plus shipping
Labels: SetUp / Per Page	\$5 and \$.50 per page
Highway Map	\$3
Plat Book	\$40 plus shipping
RECORDER'S OFFICE	
(Minimum of returned overage in fees - \$10.01)	
Research Fee	\$50/hr
Uncertified Copy	\$1/page
Certified Copy	\$10
Copy of Plat (Certified or Non-Certified)	\$10
State or Federal Tax Lien Search	\$20
Certified Birth Certificate - 1st copy	\$26
Additional copies	\$19
Non-Certified Birth Certificate	\$13
Certified Death Certificate - 1st copy	\$13
Additional copies	\$6
Non-Certified Death Certificate	\$13
Marriage License - regular	\$125
Marriage License - reduced (Educators Statement required)	\$50
Marriage Certificate - each certified copy	\$9
Marriage: Consent for Minor to Marry	\$20
Marriage: Amendment to Application or License	\$20
Ordination Filing Fee	\$40
Notary Commission Filing Fee	\$20
Verification of Vital Record	\$9
Credit Card Charge (VitalCheck for vitals stat orders only)	\$7
Certified Copy of Coroner's Certificate	\$9
Certified Copy of Notary Commission	\$9
LandShark Fees: Initial set-up	\$50
Level 1 (up to 200 images)	\$50/month
Level 2 (up to 950 images)	\$100/month
Daily Access: (Credit Card usage only)	\$2.00 per image viewed
Recording Fee - except plats (abstract or torrens division)	\$46
Multiple Document cited - per # cited after first 4	\$10
Recording Fee for plats (abstract & torrens division)	\$56
Well Disclosure Certificate	\$54
State Deed Tax (discounted price submit DT1 form)	.0033 x sales price
Mortgage Registration Tax (discounted price submit MRT1 form)	.0023 x mortgage amount
Attested Copy of recording fee	\$2
Residue Certificate of Titles (Torrens division)	\$40
Cancelling a Certificate of Titles (Torrens division)	\$20
Exchange Certificate of Tiles (Torrens division) - per new Certificate	\$20
Entry of Memorial onto add'l Certificate - per certificate	\$20
Certificate of Possessory Title (CPT)	(Contact Registrar of Titles)
Judicial Real Property Notice	\$75
Torrens Directive (contact Torrens Examiner)	(Not a county fee)

*Actual costs can include cost of media, employee time to prepare, etc.
Postage expense borne by requestor.

Todd County Planning & Zoning – 2027 Fee Schedule

A. Residential Construction	
1. Dwelling structure (<i>includes all floors</i>) (\$50.00 minimum)	\$15.00 Per 100 sq. ft.
2. Decks (a) 0 – 250 sq ft	\$50.00
(b) 251 sq ft and over	\$75.00
B. Accessory & Agricultural structures	
1. Non-residential structure (<i>cap of \$500 per structure</i>) (\$50 minimum)	\$10.00 Per 100 sq. ft.
2. Semi-trailers, Cargo Containers (two per parcel allowed in Cmm1 & AF1, AF2)	\$25.00 each
3. Grain Bin (flat fee)	\$50.00 each
C. Commercial & Industrial	
1. Per 100 sq ft of structure (<i>cap of \$500 per structure</i>) (Minimum \$50 fee)	\$10.00 Per 100 sq. ft.
2. Commercial Towers over 100 ft (plus C.U.P)	\$500.00
3. Mining or Gravel Pits (with or without C.U.P.) – valid for four years	\$300.00
4. Adult Use Business Land Use Permit Fee	\$750.00
D. Structural Alteration to Existing Conforming Structure or Dwelling	\$50.00
Note: If making an outward expansion in any direction, use A, B or C above for fee. Structural alterations are those that affect supporting structural elements of the building and <u>do</u> require a permit – i.e roof rafters, foundation, outside walls, etc... Non-structural “normal maintenance” – shingles, doors, windows, siding, etc ... <u>do not</u> require a permit.	
E. Nonconforming Structure Replacement (a building permit will also need to be purchased)	
1. Major Construction (>50% rebuild of houses, sheds, boathouses)	\$300.00 + permit fee
2. Minor Construction (decks, roof or foundation modification within ordinance)	\$150.00 + permit fee
F. Shoreland Alteration Permits	\$250.00
G. Shoreland Access Permits	\$150.00
H. Recreational Vehicle Unit Permit	\$50.00
I. Sewage Treatment Systems	
1. SSTS Permit with site inspection and soils verification (Type I, III, and privies)	\$300.00
2. Holding tank and tank replacement fee (single site visit)	\$150.00
3. Soil verification/additional inspection (per visit for 3 or more visits to the site)	\$150.00
4. Advanced SSTS with inspection (fee increases or decreases per actual cost)	\$1,500.00
5. Cluster system (3+ homes)	\$200 + \$50 per tank installed
J. Cannabis	
1. Initial Adult Use Cannabis Retail Registration Fee	\$500.00
2. Annual Adult Use Cannabis Retail Registration Fee	\$1000.00
3. LPHE Retail Registration Fee	\$125.00
4. Temporary Cannabis Event	\$150.00
K. Applications	
1. Conditional Use Permit (includes recording fee)	\$600.00 ATF=\$1200.00
2. Variance Application (includes recording fee)	\$600.00 ATF= \$1200.00
3. Administrative SSTS Variance (including recording fee)	\$150.00
4. Administrative Acreage Cluster Application	\$150.00
5. Rezoning Application (includes recording fee)	\$600.00
6. Application to Plat: 1 – 4 lots (includes recording fee)	\$600 plus \$200 per lot
5 lots & over (includes recording fee)	\$1,000 plus \$200 per lot
7. Administrative Split, Property Line Adjustment, or Combining Parcels	\$100.00
8. Planned Unit Development Review	\$250.00
9. Environmental Assessment Worksheet Review	\$600.00
10. Application to Amend Zoning Ordinance	\$800.00
11. Appeal of Land Use Decision to Board of Adjustment	\$200.00
L. Other Fees	
1. After-the fact charges	Up to 3 times the fee
2. Special hearing fees	actual cost + application fee
3. County Ordinance Copy	\$35.00
4. Special Requests	staff hourly rates apply
5. Permit renewal	\$25.00
6. Permits to replace structures destroyed by “An act of God”	No Charge
7. Administrative Penalty Order (only for Buffers Section 9.22)	\$50 to \$200/mo. Initial Violation
	\$50 to \$200/day Repeat Violation
8. Noncompliance Fee (1X First year, 2X Second year, 3X Third year)	\$1,000.00
<u>(All Fees are non-refundable)</u>	

SHERIFF'S OFFICE FEE SCHEDULE

	<u>FEES</u>
• PERSONAL or ABODE service	50.00
• MILEAGE (computed on a round trip basis)	Current IRS Mileage Rate (\$0.655)
• FLAT FEE MILEAGE FOR CITY OF LONG PRAIRIE	5.00 Flat Fee
• WRIT OF EXECUTION (based on the amount collected or stipulated to by the parties as a result of a Sheriff's Levy + service fees and mileage)	5%
• WRITS OF EXECUTION returned unsatisfied	50.00
• POSTING NOTICE	50.00
• SECURING PROPERTIES seizure under Writ of Attachment, Writ of Restitution, etc. (for each Deputy involved)	50.00
• NOTIFICATION TO JUDGEMENT DEBTOR	10.00
• LEVY FEE on Writ of Execution	10.00
• SHERIFF'S SALES	
• JUDGEMENT & DECREE	100.00
• EXECUTION	100.00
• MORTGAGE FORECLOSURE	65.00
• OUTSIDE BIDDER CERTIFICATE	100.00
• MECHANIC LEIN	60.00
• LEIN	100.00
• UNIFORM COMMERCIAL CODE	60.00
• ABANDONED PROPERTY	60.00
• REDEMPTIONS:	
• FEE OWNER	200.00
• CREDITOR	200.00
• FILING REDEMPTION WITH SHERIFF'S OFFICE	50.00
Per Diem/Room and Board/Booking Fees	
• BOARD OF PRISONERS (for other counties)	\$100.00/day
• ROOM AND BOARD (Todd County)	\$25.00/day
• BOOKING FEE	\$25.00
Reports/Tapes	
• Accident and Police Reports	\$ 0.25 per page (up to 100 pages)
• Photo Reproduction	\$5.00 per CD
• Video, Audio and Voice Logger Tapes and CD's	\$5.00 each.
Drug Testing/Fingerprinting	
• Drug Tests	\$30.00
• PBT's	\$10.00
• Alcohol Tests for DOT	\$10.00
• Civilian Fingerprinting (ie. Employment, passport, adoption, etc.)	\$15.00
Impound/Evidence Storage	
Impound Storage – Outdoor	\$20.00 per day after the 3 rd day
Impound Storage – Indoor	\$20.00 per day after the 3 rd day.
Evidence Storage	\$ 5.00 per day after two weeks of case closing.
Escorts/Private Security	
Deputy Time	\$70.00 per hour (Two Hour Minimum)

Updated: 09-10-2026

2027 Todd County Public Works Fee Schedule		
Item	Unit	Unit Cost
Materials		
Winter Road Salt	Ton	Cost + 15%
Winter Road Sand	Ton	Cost + 15%
Winter Road Salt/Sand Mix	Ton	Cost + 15%
Bituminous Patch Mix	Ton	Cost + 15%
Bituminous Patch Mix	Pail	\$ 10.00
Winter Road Salt/Sand Mix	Pail	\$ 5.00
Winter Road Salt	Pail	\$ 25.00
Winter Road Sand	Pail	\$ 2.00
Supplies		
Metal Culverts, Metal Bands, and Metal Aprons	Each	Cost + 30%
Metal Culvert Delivery (Todd County Only)	Lump Sum	\$ 400.00
Road Signs (Government Sales Only)	Each	Cost + 15%
Sign Posts (Government Sales Only)	Each	Cost + 15%
Mailbox Supports	Each	Cost + 15%
Used Sign Posts and Signs	Each	\$ 3.00
Used Cutting Edges	Each	\$ 15.00
Used Culverts (Conditions Varies)	Each	Case by Case Basis
Permits		
Entrance Permit	Each	\$ 300.00
Moving Permit	Each	No Charge
Right of Way Permit	Each	No Charge
Special Event Permit	Each	No Charge
Utility Permit	Each	No Charge
Labor and Equipment Rates		
Heavy Equipment Rate	Hour	Cost + 10%
Employee Labor Rate	Hour	Cost + 10%
Beaver Trapping	Each	\$ 100.00

FEE POLICIES AND PROCEDURES

I. TODD COUNTY HEALTH & HUMAN SERVICES FEE POLICY

POLICY STATEMENT

Todd County Health & Human Services is a county-operated and State supervised organization established to provide therapeutic, educational, supportive and consultative services for persons experiencing financial, health, or social problems.

In order to support the variety of services this Agency provides to Todd County residents, the Todd County Board must supplement Federal and State funds with local tax dollars. Fees charged to service recipients by this Agency are primarily used to offset the amount of local taxes required. The collection of fees is either mandated or permitted by State Statute/Rule (Minnesota Statute 256M.60, subd. 6; Chapter 402; Chapter 393; Minnesota Statutes 252.27, Chapter 119B; 260B.331; 260C.331; 373.41; 245A.10; 245.481, 254B, 256M) or Health & Human Services Board authorization.

Sliding fee scales are typically based upon the annual gross income and household size of the service recipient(s). People who are fee-eligible are billed on a monthly basis for services provided. At no time does a charged fee exceed the total cost of the services provided. Fee scales will be adjusted annually to the Federal Poverty Level or if necessary to comply with any Federal or State Statute or Regulation. All fees are subject to change with State statute changes.

II. SERVICES ELIGIBLE FOR FEE

The following services (provided or purchased) are eligible for a fee/charge:

- A. Child Care Licensing/Renewal
- B. Substance Use Disorder (SUD) Comprehensive Assessments
- C. Corporate Adult Foster Care Licensing/Renewal
- D. Detoxification Services
- E. Food, Pools & Lodging Licenses
- F. Out-of-Home Placements (including Emergency Shelter)
- G. Public Health Services
- H. Release of Records
- I. Step Parent Adoption Background Studies / Post Placement Assessments
- J. Representative Payee Program
- K. Other Purchased Services

III. DEFINITIONS AND DESCRIPTIONS

Definition: Income includes, but is not limited to, income received from wages or salaries, net income (excluding depreciation) from self-employment, net farm income (excluding depreciation), Social Security payments, dividends, interest, rent received, royalties, pensions, annuities, Unemployment Compensation, Workmen's Compensation, alimony, child support, Veteran's pensions, or any combination of these sources of income.

Definition: Adjusted Gross Household Income shall mean total annualized cash receipts before tax deductions from all sources of income for all members of a household.

Definition: Household Size shall mean all persons who occupy a housing unit, whether they are related to each other or not.

Definition: Federal Poverty Level is the annual income level based upon household size and adjusted gross household income as defined in the annually updated poverty guidelines of the Federal Register under the authority of the Federal Health and Human Services Department.

DESCRIPTIONS:

A. CHILD CARE LICENSING/RENEWAL

1. Licensing/Renewal Applications

Applicants requesting an initial child care license are assessed a fee of \$50.00 for a one-year license. Applicants renewing a child care license are assessed a \$50.00 fee for a one-year license or \$100 for a two-year license. No fee will be charged for an additional licensing inspection for a change of premises (See Appendix A).

2. Background Study

Applicants requesting a child care license are responsible for completing required criminal background checks, including costs associated with obtaining a background study.

B. SUBSTANCE USE DISORDER (SUD) COMPREHENSIVE ASSESSMENTS

A client may be charged a fee up to \$200.00 for a Substance Use Disorder Comprehensive Assessment based on gross income, using the Social Services Agency Sliding Fee Scale. Those persons whose income is below 100% of Federal Poverty Level will not be assessed a fee (See Appendix D).

C. CORPORATE ADULT FOSTER CARE LICENSING/RENEWAL

1. Background

Minnesota Statute 245A.10, Subd. 2(e), indicates that a county agency may charge a fee to an adult or child Foster Care corporate applicant or corporate license holder to recover the actual cost of licensing inspections, not to exceed \$500.00 annually. This law was effective August 1, 2008.

2. Policy

Todd County Health & Human Services charges \$500.00 for an initial two-year license and bi-annual renewals, to recover the costs of the licensing inspection at the time of initial application and renewal application for each corporate foster care application.

3. Procedure

Payment of \$500.00 for licensing inspection per foster home must be received by Todd County Health & Human Services along with a signed application for a corporation foster care license, before licensing inspections will take place for new licensing or renewal. In no case will fees be returned for licensing inspections if the corporate foster home is not licensed.

D. DETOXIFICATION SERVICES

Fees for chemical abuse detoxification services are charged to persons whose household income is above the Federal Poverty Level. The fee will be based on the total cost incurred by Todd County for the service. The fee is charged using the Social Services Agency Sliding Fee Scale. Those persons whose income is below 100% of Federal Poverty Level will not be assessed a fee (See Appendix D).

E. FOOD, POOLS & LODGING LICENSES

The purpose of Food, Pools & Lodging licenses are to provide standard fees for establishments including food and beverage establishments, lodging establishments, manufactured home parks, recreational camping areas, special events, youth camps and public swimming pools and spas to protect the health, safety and general welfare of the citizens and visitors of Todd County. Applications may be obtained on the Todd County website (Environmental Health Fee Schedule-see Appendix F).

F. OUT-OF-HOME PLACEMENTS – Parental Fee Policy

The purpose of a parental fee assessment is to determine the ability of the parents to continue to provide financial support for their child/children while in out of home placement. The parental fee assessment focuses on the parent(s) who had physical custody when the child left the family home and non-custodial parents who do not pay child support. Parental fees will apply to the parents of a child taken

into custody either voluntarily or involuntarily by Todd County Health and Human Services.

Any child support due on behalf of the child will be redirected to Todd County, where allowed by State statute or State policy. The child support program will continue to manage child support from the non-custodial parent. No parental fee will be assessed to a non-custodial parent who is currently paying child support.

No fee will apply to parents who are currently on cash and food assistance or that will become eligible for cash and /or food support assistance as soon as the child returns home. If the child is IV-E eligible, no parental fee will be assessed.

Placement costs for children placed out of the home less than 14 days will be the responsibility of the parent, regardless of parental income. No reduction will be made to the total placement cost.

Some children that enter foster care have unearned income. A child's unearned income is defined as income and resources attributable to the child including but not limited to social security, SSI, veteran's benefits, railroad retirement benefits, adoption subsidies, child support, trust and conservatorships. All of the child's income must be remitted to Todd County for the cost of the child's care. See MN Statute 260B and 260C (See Appendix B-C).

G. PUBLIC HEALTH SERVICES

Public Health Services include public health nurse home visiting, public health nursing clinics, dental varnishing, lead screening, immunizations, and other health related and family-based services. Fees are assessed when no third-party payment or grants are available (See Appendix E).

H. RELEASE OF RECORDS

It is the policy of Todd County Health and Human Services to follow State Statute 144.292 for patient access to health records, notice of patient rights, release of information, copies of health records, allowable costs and situations when health records may be withheld from a patient (See Appendix G).

Todd County Health & Human Services will charge fees to provide non-health related records according to the Todd County Fee Schedule / General County fees in place on the date of the request. Requests for data are directed to: Todd County Health & Human Services, Attn: Data Request. Appropriate signed releases, verification of identity, and payment are required prior to the release of any agency records.

I. STEP PARENT ADOPTION

- **Background Studies**

Changes to Minnesota Statutes 245A and 260 effective July 2007 require step-parents to submit fingerprints to the Federal Bureau of Investigation and Department of Human Services prior to a finalization of the adoption. Payment of \$15.00 for the background study is due when step parent returns completed fingerprint card(s), receipt from Sheriff's department, Authorization & Release of Information forms, and Consent and Request for Law Enforcement and Agency Records form to Todd County Health and Human Services. Payment may be made by personal check or money order to Todd County Health and Human Services

- **Post Placement Assessments**

Court ordered Post Placement Assessments for step parent adoptions are provided by a Social Worker in the Health & Human Services department. Cost for the assessment is \$250.00 for an assessment that does not exceed two hours. Assessments requiring longer time may be charged an additional hourly rate of \$125.00. The maximum charge for a post placement assessment is \$500.00

J. REPRESENTATIVE PAYEE PROGRAM

Social Security's Representative Payment Program (Rep Payee) provides financial management for

the Social Security (SS), Supplemental Security Income (SSI) and Retirement, Survivors, and Disability Insurance (RSDI) payment of beneficiaries, who are incapable of managing their SS, SSI or RSDI payments. When friends and family are not able to serve as a payee, Social Security Administration (SSA) looks for qualified organizations to be a representative payee.

Todd County administers this program under MN Statute 524.5-502 – Compensation and Expenses. If there is a fee charged for this service, it will be no more than the maximum allowed by SSA, unless specific criteria are met. The charge may increase each year due to an annual Cost of Living Adjustment (COLA) and with notice to the client.

K. OTHER SERVICES

Third party payment will be sought by a Provider prior to the County paying for the cost of a service. The County is the payor of last resort. If the County pays any of the cost of services, including but not limited to: psychological evaluations, 72 hour holds, pre-commitment costs, commitment costs or child day treatment, etc. reimbursement may be sought from the client, or the client's parent(s) if the client is a minor, based on their ability to pay using the Agency Sliding Fee Scale. The fee is based on the full cost of the service, less any third-party payments. (See Appendix D)

IV. REVENUE RECAPTURE

Todd County Health & Human Services (TCHHS) files revenue recapture on debts with a balance owing, according to guidelines outlined in MN Statute 270A.03. The client is notified by mail of this action within the timeline requirements of the Statute.

This policy includes client accounts that have been charged the full cost of service due to non-cooperation with the fee process, the debt has not been reduced to judgment, and all appeal rights have expired. Also included are debts incurred on a sliding fee scale. Outstanding debts may be filed for revenue recapture at any time as deemed necessary.

When money is received from a Department of Revenue intercept and the intercept pays the full balance of the client account, TCHHS will release the debt and consider the claim paid in full.

When money is received from a Department of Revenue intercept and the intercept pays only a portion of the client's account, the payment will be applied to the client account to reduce the balance owing.

1. If the fee owed to TCHHS is less than the intercepted amount the account will be reduced to zero and Minnesota Department of Revenue will be contacted for refund instructions on the overpayment amount.
2. If the fee owed to TCHHS is more than the intercepted amount, the account will be reduced to the remaining balance owed.

V. CO-PAYMENTS, DEDUCTIBLES, SPENDDOWNS

Todd County Health & Human Services (TCHHS) will not be financially responsible for co-payments or deductibles due a provider on behalf of a client.

TCHHS remains the payor of last resort. Providers must bill for any available third-party financial coverage prior to billing TCHHS for any remaining balance. Providers will be required to include an Explanation of Benefits and/or denial notice from any third-party carrier when sending TCHHS billings for any balance owed.

TCHHS will bill clients directly for any spenddown or deductible assessed by DHS. Failure to pay a spenddown or deductible may result in further collection action, which may include revenue recapture, collection charge(s), garnishment, and/or legal action.

If a client receives payment directly from an insurance company for services rendered, that client is responsible to turn over all payments to the provider/billing agent within seven (7) days of receipt. Failure to turn over payments may result in further collection action, which may include billing for the full cost of the service, revenue recapture, collection charge(s), garnishment, and/or legal action.

Only in a hardship situation will TCHHS consider payment of a client's co-payment or deductible. A hardship situation may include a provider refusing services to a client without payment of co-payment or deductible by TCHHS. Any hardship requests will be forwarded to the Unit Manager/Supervisor to make recommendation to the Agency Director.

If contract language states that TCHHS must provide or pay in advance for services, any co-payments, deductibles or spenddown owing will be billed to the responsible party. For payments made to a provider, the provider needs to submit copies of the Explanation of Benefits and/or denial of services in order to receive payment.

VI. APPEAL PROCEDURES

A client may appeal to the Agency, if he/she feels that a fee should be waived or varied for special and unusual circumstances.

Appeal procedures are as follows:

1. A client who appeals must do so in writing, stating the reasons a fee should be waived.
2. An appeal must be filed within thirty (30) days of the first billing of a fee. The appeal shall be directed to the Collections Officer.
3. When a fee variance request concerns an account with a total balance less than \$250, that request will be approved/denied by the Agency Director.
4. When a fee variance is requested for an account with a balance exceeding \$250, a panel of three (3) Health & Human Services Supervisors review the request and determine if the waiver request will be recommended and for what length of time. The requestor may be asked for further information beyond what is initially submitted. The Collections Officer will notify the requestor with the date and time of the review hearing.
5. If the request for waiver or variance is denied, the results of internal appeal hearings are presented to the Health & Human Services Director for approval. The requestor will be informed if any further appeal is available (i.e., County Health & Human Services Board, or Minnesota Department of Human Services).
6. If the fee is Court Ordered, the fee payor may request the Court to modify the fee.

VII. BAD DEBT WRITE OFF POLICY

A debt owed to Todd County Health & Human Services may be written off if it meets the following criteria:

1. When a debt has reached the Statute of Limitations (6 years non-judgment, 10 years judgment) without payment, the debt may be decertified for revenue recapture and written off.
 - Exception: if payment is made on the claim, the date of the last payment is used to establish the beginning date for the Statute of Limitations.
 - Exception: If the debtor is known to own real property and the debt is in judgment, then the judgment should continue to be renewed.
2. Bankruptcy – if the debt is discharged by the federal bankruptcy court within Chapters 7 or 13, the debt may be decertified for revenue recapture and written off.
3. Death – when debtor is deceased and all collection efforts have been exercised, the debt may be written off.
4. Minimum balance accounts - when the debt is \$15 or under with no response or payment after 90 days, the debt may be written off.

5. Spenddowns and fees charged directly to a client for Public Health services may be written off when a client is closed to services, no payment has been made on account and after further collection attempts (revenue recapture) have been exhausted. Clients open to current Public Health Services may not receive a write off for money owed to the Agency. In the case of death, fees owing for Public Health Services are subject to VII.3, above.

A debt may include all fees identified by policy, fees related to court actions, personal service fees, in home fees, reimbursement of child's income or any other miscellaneous fees. This bad-debt write off policy does not apply to Medical Assistance estate recovery or county paid burial debt.

VIII. APPENDICES – POLICIES, FEE SCHEDULES

Appendix A – Child Care Licensing Policy

Appendix B – Out of Home Placement – Parental Fee Definitions

Appendix C – Out of Home Placement – Parental Fee Schedule

Appendix D – Social Services Agency Sliding Fee Scale

Appendix E – Public Health Fee Schedule

Appendix F – Environmental Health Fee Schedule

Appendix G – Minnesota Statute 144.292 Patient Rights

Appendix A

Child Care Licensing Policy

1. A signed application and a money order or cashier's check for \$50.00 must be made out to Todd County Health & Human Services and received by Todd County Health & Human Services before any licensing processing will begin. Cash or personal checks will not be accepted. At renewal, providers may choose to purchase a one-year license for \$50.00, or a two-year license for \$100.00.
2. In no case will fees be returned for background studies that result in the family child care home not being licensed.
3. Fees will not be returned for licensing inspections that result in the family child care home not being licensed. Homes choosing not to complete the license process due to results of the fire inspection and not wanting to make necessary changes or for their own personal reasons will not be reimbursed their application fee.
4. If notified your home will require a State Fire Marshal inspection, applicant is responsible for the additional fees required for that inspection. There is a \$50.00 fee for each home inspection by the Fire Marshal. (MN Statute 245A.151). This requires a cashier's check or money order made out to "State Fire Marshal."
5. All fees are subject to change with State statute changes.
6. Detailed information to begin the child care licensing process may be found on the Todd County website.

Appendix B

Out of Home Placements - Parental Fee Definitions

Household Size: Parents and their dependent children under age 18, whether or not they are temporarily absent from the household, are considered household members. Adult children (no longer in high school and 18 years old) living with their parents are considered a separate household.

Household Income: Household income includes but not limited to gross wages, social security, veteran's benefits, pensions, worker's compensation, re-employment insurance, insurance benefits or payments, union or strike benefits, maintenance, loans, grants or scholarships, income from trusts, stock dividends, interest, lump sum payments, contract for deed income or rental income. Step parent income is not considered as income for the purposes of establishing a parental fee.

There is **no maximum fee**; however, the fee will never exceed the cost of care. Any payments received from a third party, such as an insurance company, will be deducted from the cost of care. The combination of the child's unearned income, third party recovery and the parental fee will not exceed the child's cost of care. A parent must remit to Todd County Health and Human Services, any health insurance benefits received on behalf of the child.

Parents who refuse to provide income information or household size shall be considered financially responsible for the full cost of out of home placement. Parental non-cooperation will also be reported to the County Attorney and the Courts.

Revenue Recapture: Unpaid parental fees will be submitted to the Minnesota Department of Revenue for recoupment.

Federal Poverty Level: No parental fee will be assessed for families earning less than the federal poverty level for family size including the child/children in out of home placement.

Appendix C

Todd County Health and Human Services Out of Home Placement – Parental Fee Schedule

				Children in Household			
<u>Gross Hourly Earnings</u>		<u>Gross Monthly Earnings</u>		<u>1 Child</u>	<u>2 Children</u>	<u>3 Children</u>	<u>4 or More Children</u>
\$ -	to \$ 11.99	\$ -	to \$ 2,078.23	0	0	0	0
\$ 12.00	to \$ 16.99	\$ 2,079.96	to \$ 2,944.88	1%	2%	3%	4%
\$ 17.00	to \$ 21.99	\$ 2,946.61	to \$ 3,811.53	2%	3%	4%	5%
\$ 22.00	to \$ 26.99	\$ 3,813.26	to \$ 4,678.18	3%	4%	5%	6%
\$ 27.00	to \$ 31.99	\$ 4,679.91	to \$ 5,544.83	4%	5%	6%	7%
\$ 32.00	to \$ 36.99	\$ 5,546.56	to \$ 6,411.48	5%	6%	7%	8%
\$ 37.00	to \$ 41.99	\$ 6,413.21	to \$ 7,278.13	6%	7%	8%	9%
\$ 42.00	and over	\$ 7,279.86	and over	7%	8%	9%	10%

Appendix D

Todd County Health & Human Services Social Services Agency Sliding Fee Scale

Annual Household Income as a % of Federal Poverty	Client share of cost based on % of Poverty
0-100%	-
100-200%	10%
201-250%	20%
251-300%	30%
301-350%	40%
351-400%	50%
401-450%	60%
451-500%	70%
501-550%	80%
551-600%	90%
over 600%	100%

% of Poverty based on Household size
Federal Poverty Level Adjusted Annually

[Minnesota Statutes, section 256M.60](#), subdivision 6 specifies that county boards must not charge social services fees to persons or families whose adjusted gross household income is below the poverty level established by Federal Poverty Guidelines. The statute is cited below:

Subdivision 6. Fees for services. The county board may establish a schedule of fees based upon clients' ability to pay to be charged to recipients of children and community services. Payment, in whole or in part, for services may be accepted from any person except that no fee may be charged to persons or families whose adjusted gross household income is below the federal poverty level. When services are provided to any person, including a recipient of aids administered by the Federal, State, or County government, payment of any charges due may be billed to and accepted from a public assistance agency or from any public or private corporation.

Appendix E

**TODD COUNTY HEALTH & HUMAN SERVICES
PUBLIC HEALTH FEE SCHEDULE**

• Dental Varnishing	\$20.00
• Hemoglobin	\$20.00
• Infant/Child Car Seat Donation	\$20.00
• Lead Screening	\$20.00
• Influenza Vaccination	Cost of vaccine plus admin fee
• MnVFC/UUAV/Vaccine Admin Fee as set by MDH	\$21.22 per vaccine Maximum \$65.00/person
• Public Health Nursing Home Visit	\$180.00
• Public Health Nursing Office Visit	\$130.00

TCHHS accepts Medical Assistance; inquire at time of service - no one will be denied services due to an inability to pay

TODD COUNTY HEALTH & HUMAN SERVICES 2027 ENVIRONMENTAL HEALTH FEE SCHEDULE

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2025 Minnesota Statutes

144.292 PATIENT RIGHTS.

Subdivision 1. **Scope.** Patients have the rights specified in this section regarding the treatment the patient receives and the patient's health record.

Subd. 2. **Patient access.** Upon request, a provider shall supply to a patient within 30 calendar days of receiving a written request for medical records complete and current information possessed by that provider concerning any diagnosis, treatment, and prognosis of the patient in terms and language the patient can reasonably be expected to understand.

Subd. 3. **Additional patient rights.** A patient's right specified in this section and sections 144.293 to 144.298 are in addition to the rights specified in sections 144.651 and 144.652 and any other provision of law relating to the access of a patient to the patient's health records.

Subd. 4. **Notice of rights; information on release.** A provider shall provide to patients, in a clear and conspicuous manner, a written notice concerning practices and rights with respect to access to health records. The notice must include an explanation of:

(1) disclosures of health records that may be made without the written consent of the patient, including the type of records and to whom the records may be disclosed; and

(2) the right of the patient to have access to and obtain copies of the patient's health records and other information about the patient that is maintained by the provider.

The notice requirements of this subdivision are satisfied if the notice is included with the notice and copy of the patient and resident bill of rights under section 144.652 or if it is displayed prominently in the provider's place of business. The commissioner of health shall develop the notice required in this subdivision and publish it in the State Register.

Subd. 5. **Copies of health records to patients.** Except as provided in section 144.296, upon a patient's written request, a provider, at a reasonable cost to the patient, shall furnish to the patient within 30 calendar days of receiving a written request for medical records:

(1) copies of the patient's health record, including but not limited to laboratory reports, x-rays, prescriptions, and other technical information used in assessing the patient's health conditions; or

(2) the pertinent portion of the record relating to a condition specified by the patient.

With the consent of the patient, the provider may instead furnish only a summary of the record. The provider may exclude from the health record written speculations about the patient's health condition, except that all information necessary for the patient's informed consent must be provided.

Subd. 6. **Cost.** (a) When a patient requests a copy of the patient's record for purposes of reviewing current medical care, the provider must not charge a fee.

(b) When a provider or its representative makes copies of patient records upon a patient's request under this section, the provider or its representative may charge the patient or the patient's representative no more than the following amount, unless other law or a rule or contract provide for a lower maximum charge:

(1) for paper copies, \$1 per page, plus \$10 for time spent retrieving and copying the records;

(2) for x-rays, a total of \$30 for retrieving and reproducing x-rays; and

(3) for electronic copies, a total of \$20 for retrieving the records.

(c) For any copies of paper records provided under paragraph (b), clause (1), a provider or the provider's representative may not charge more than a total of:

- (1) \$10 if there are no records available;
- (2) \$30 for copies of records of up to 25 pages;
- (3) \$50 for copies of records of up to 100 pages;
- (4) \$50, plus an additional 20 cents per page for pages 101 and above; or
- (5) \$500 for any request.

(d) A provider or its representative may charge a \$10 retrieval fee, but must not charge a per page fee or x-ray fee to provide copies of records requested by a patient or the patient's authorized representative if the request for copies of records is for purposes of appealing a denial of Social Security disability income or Social Security disability benefits under title II or title XVI of the Social Security Act. Notwithstanding the foregoing, a provider or its representative must not charge a fee, including a retrieval fee, to provide copies of records requested by a patient or the patient's authorized representative if the request for copies of records is for purposes of appealing a denial of Social Security disability income or Social Security disability benefits under title II or title XVI of the Social Security Act when the patient is receiving public assistance, represented by an attorney on behalf of a civil legal services program, or represented by a volunteer attorney program based on indigency. The patient or the patient's representative must submit one of the following to show that they are entitled to receive records without charge under this paragraph:

- (1) a public assistance statement from the county or state administering assistance;
- (2) a request for records on the letterhead of the civil legal services program or volunteer attorney program based on indigency; or
- (3) a benefits statement from the Social Security Administration.

For the purpose of further appeals, a patient may receive no more than two medical record updates without charge, but only for medical record information previously not provided.

For purposes of this paragraph, a patient's authorized representative does not include units of state government engaged in the adjudication of Social Security disability claims.

Subd. 7. Withholding health records from patient. (a) If a provider, as defined in section 144.291, subdivision 2, paragraph (i), clause (1), reasonably determines that the information is detrimental to the physical or mental health of the patient, or is likely to cause the patient to inflict self harm, or to harm another, the provider may withhold the information from the patient and may supply the information to an appropriate third party or to another provider, as defined in section 144.291, subdivision 2, paragraph (i), clause (1). The other provider or third party may release the information to the patient. (b) A provider, as defined in section 144.291, subdivision 2, paragraph (i), clause (3), shall release information upon written request unless, prior to the request, a provider, as defined in section 144.291, subdivision 2, paragraph (i), clause (1), has designated and described a specific basis for withholding the information as authorized by paragraph (a).

Subd. 8. Form. By January 1, 2008, the Department of Health must develop a form that may be used by a patient to request access to health records under this section. A form developed by the commissioner must be accepted by a provider as a legally enforceable request under this section.

History: 2007 c 147 art 10 s 3; 2012 c 247 art 2 s 4; 2020 c 83 art 2 s 3; 2020 c 115 art 1 s 10,11; 2022 c 98 art 1 s 7; 2024 c 127 art 66 s 6

Todd County

MINNESOTA



Todd County Solid Waste

30433 US Highway 71
Browerville, MN 56438
Phone: 320-594-2210
Fax: 320-594-3022

Hours: Open Monday -Friday 8:00 a.m. to 4:30 p.m. Saturday 8:00 a.m. to 12:00 p.m.

WINTER SATURDAY HOURS: ONLY 3rd Saturday of Month November - March

		2026	2027
Garbage	(Assorted material that is not specifically identified on this list)*		
	ALL GARBAGE MUST BE WEIGHED - Minimum Charge	\$4.00	\$5.00
	Price Per Pound for self-haulers (\$160/ton)	\$0.08	\$0.08
	For Licensed Haulers (per ton)	\$160.00	\$167.40
	Discount for Contracted Haulers (per ton)	\$10.00	\$10.00
	Unsorted Load Fee (per ton)	\$270.00	\$280.00
Furniture	(couches, chairs, dressers, etc.)	\$10.00	\$10.00
Mattresses, Box springs and Hide-a-bed		\$15.00	\$15.00
Electronics	VCRs, Stereos, printers, satellite boxes, etc.	\$5.00	\$5.00
	Computer monitors/TV's	\$10.00	\$10.00
	Commercial Copiers	\$20.00	\$20.00
Bulbs			
	Flourescent bulb ballast	\$5.00	\$5.00
	Flourescent bulb 4' and 8'	\$1.00	\$1.00
	Mercury Vapor	\$5.00	\$5.00
APPLIANCES			
	Freon Appliances (refrigerators, freezers, A/C units, etc.)	\$15.00	\$15.00
	Non Freon Appliances (stoves, dishwashers, washers, dryers, etc.)	\$5.00	\$5.00
Propane Tanks	(20 pounds and larger)	\$5.00	\$5.00
Tires			
	Passenger vehicle (each)	\$10.00	\$10.00
	Semi Tire (each, withouth rim)	\$15.00	\$30.00
	Semi Tire (each, with rim)	\$30.00	\$45.00
	Large tractor Tires (per ton)	\$400.00	\$400.00
	Tires (per ton)	\$305.00	\$325.00
Construction and Demolition Waste (per State Statute)			
	Large Quantity to Landfill (10 CY or more) price per cubic yard	\$18.00	\$18.00
	Demolition (Transfer Station) price per yard	\$20.00	\$20.00
	Sort Fee Per Cubic Yard	\$10.00	\$10.00
	Clean Shingles (Transfer Station) per cubic yard	\$9.00	\$9.00
	Clean Concrete (Transfer Station) per cubic yard	\$9.00	\$9.00
	Clean Concrete (Landfill) per cubic yard	\$5.00	\$5.00
	Demolition Landfill Gate Fee	\$10.00	\$10.00
Brush and logs (4" diameter & smaller)			
	Residential loads of logs & brush	No Charge	No Charge
	Commercial loads of Logs per cubic yard	\$3.00	\$3.00
	Commercial loads of brush per cubic yard	\$5.00	\$5.00

Todd County

MINNESOTA



Todd County Solid Waste

30433 US Highway 71
Browerville, MN 56438
Phone: 320-594-2210
Fax: 320-594-3022

Hours: Open Monday -Friday 8:00 a.m. to 4:30 p.m. Saturday 8:00 a.m. to 12:00 p.m.

WINTER SATURDAY HOURS: ONLY 3rd Saturday of Month November - March

	2026	2027
Compost & Woodchips Loading Fee		
Loaded with skidsteer (per scoop)	\$5.00	\$5.00
Loaded with Front End Loader (per scoop)	\$15.00	\$15.00
No Charge Items		
(Clean Recyclables, Leaves, Grass clippings, Auto batteries, Compost and Scrap iron)		
HHW		
Household Hazardous Waste - Paints, Automobile products, Pesticides, acids, bases, solvents, flammables	No Charge	No Charge
No Charge - Open May to September		
Scale Fee (for personal use)	\$3.00	\$3.00
FINANCIAL PROCESSING FEES		
Credit Card minimum fee (per transaction)	\$1.50	\$1.50
Credit Card fee for charges over \$60 (per transaction)	2.50%	2.50%
Late Fee on Credit Accounts (per month)	1.50%	1.50%
PARCEL FEE		
Residential Dwelling	\$58.00	\$58.00
Commercial Business, Minimum Amount	\$58.00	\$58.00
Commercial Business, per ton after first ton	\$48.00	\$48.00
RECYCLABLES		
In County Recyclables Processing per ton	No Charge	No Charge
Out of County Recyclables Processing per ton	\$130.00	\$130.00
Subsidy per month per household for curbside collection	\$0.75	\$0.75
Film Plastic Collection Fee	\$35.00	\$50.00
LOAD SECUREMENT Unsecured load Fee	\$25.00	\$25.00
SOLID WASTE COLLECTION AND TRANSPORTATION LICENSE		
Annual License Fee (include one vehicle)	\$100.00	\$100.00
Additional Vehicle (per year each additional vehicle)	\$10.00	\$10.00
Non-cancellable surety bond	\$5,000.00	\$5,000.00
Auto Liability Combined Single Limit	\$1,000,000.00	\$1,000,000.00
Commercial General Liability		
Each Occurrence	\$1,000,000.00	\$1,000,000.00
General Aggregate	\$2,000,000.00	\$2,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00	\$2,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00	\$1,000,000.00
Fire Damage	\$100,000.00	\$100,000.00

NOTES

1. FEES AS SHOWN INCLUDE STATE SOLID WASTE MANAGEMENT TAX (17% FOR MSW AND \$0.60/CY FOR CONSTRUCTION & DEMOLITION WASTE) EXCEPT FOR MSW RATE FOR LICENSED HAULERS.
2. SCALEHOUSE HAS FINAL SAY ON RATES TO BE CHARGED
3. OUT OF COUNTY WASTE IS CHARGE TWICE THE LISTED RATE.



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	20261020-09
Agenda Topic Title for Publication:	County Ditch 32 - Obstruction	
Date of Meeting: October 20, 2026	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: County Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
Background: Supporting Documentation enclosed ☒		
Attachment 1 - Aerial Photo At the October 6, 2026 Board Meeting, the CDI got approval to hire a contractor to remove a beaver dam on the CD32 ditch line that is holding water back onto the Northstar Dr roadbed and causing an obstruction on the ditch line. Since that meeting, the landowner on 24-0010900 has decided to deny the CDI and Contractor access to the beaver dam. Because of this decision, the CDI would like approval to request Rinke Noonan, Ditch Attorney, to send a letter to the landowner, and if needed, to proceed with the obstruction process.		
Options: Approve Do not approve		
Recommendation: The Todd County Board of Commissioners approves the following by Motion: Acting as Ditch Authority, approves the CDI requesting Rinke Noonan to send a letter to the owner of parcel 24-0010900 regarding granting access to the beaver dam on the parcel and to proceed with the Obstruction process in Ditch Law if access is not granted.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s): County Ditch 32 Fund	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official 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

0 162.5 325 650 Feet

Turtle Creek Township Section 11 Twp 131 Range 32



- APPROVED
- PRIVATE
- REROUTED
- <all other values>
- tcparcel
- Culvert

24-0011000

24-0011900 GOV LOT 1

NORTHSTAR DR

24-0010900

24-0012000

Beaver Dam

24-0011800

24-0012100

County Ditch 32
Dam Removal
JJT Properties LLC
24-0010900

Todd County Ditch & Ag Inspector
44 Riverside Drive
Long Prairie, MN 56347
Office (320)533-4651
nancy.uhlenkamp@co.todd.mn.us
September 29, 2026

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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion	☐ Report	20261020-10
☐ Discussion	☐ Resolution	
☒ Information Item	☐ Other	
Agenda Topic Title for Publication:		October Planning Commission Information
Date of Meeting: 10/20/2026		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 October 2026 Planning Commission minutes in draft form along with the October staff report. Information is provided for review of the following Board Action.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

Planning Commission Meeting Minutes

October 1, 2026

Completed by: Sue Bertrand, P&Z Staff

Site visits completed by Adam Ossefoort and Lloyd Graves 9/22/2026 on the Oaks Tree and Miller Sites

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

Staff members: Adam Ossefoort and Sue Bertrand

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

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

Introduction of the staff and board members by Jim.

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

Ken motioned to have September 3rd, 2026, meeting minutes approved. Andy seconded, voice vote, no dissent heard. Motion carried.

AGENDA ITEM 1: John H. Kessler & Jessie A. Kessler Jacobson, “Kessler’s Bay Addition”: Section 22, **Kandota Township, Site Address:** 11264 US 71, Sauk Centre, MN 56378 **PID:** 14-0025200

1. Request to Create a two-lot Plat in Recreational Development Shoreland Zoning District.

Kessler’s have requested to table until next month, and we have a time extension in writing on record.

Motion to table until November by Ken, seconded by Roger.

Roll call vote commenced as follows:

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

Motion carried.

AGENDA ITEM 2: Oaks Tree Service LLC, Samson Sjogren: Section 26, **Birchdale Township, Site Address:** 10247 Alcott Drive, Sauk Centre, MN 56378 **PID:** 03-0037500

1. Request for CUP to operate Service Business from the site in Recreational Development Shoreland Zoning District.

Sam and Melissa Sjogren were present as the applicants.

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

Planning & Zoning Office.

A site visit was completed on 9/22/2026. During the site visit, violations were discovered that would need correction prior to approval of any permits.

The staff recommendation was motion to table this application and allow the property owner to make corrective actions prior to making any decisions related to this application.

Correspondence received: Yes, from Birchdale township, and from Bruce Fisher, 10221 Alcott Drive, Sauk Centre, MN 56378. These letters may be viewed in full, upon request, at the Planning and Zoning Office.

Public comment:

Gene Walter, 10333 Alcott Drive, because he lives three properties from applicant, the traffic and dumping debris on neighboring property, hauling gravel out of the property and do they have permission? If they have permits for the gravel being brought to the property? Concerned about the debris turning into a dump, and the neighbors end up having to clean it up and not sure the property owner knows what is happening with the dumping. He asked to deny application.

Ed Vohnoutka, four lots north of Conditional Use Permit site, bought a lot there 30 some years ago, lived his whole life in the city, retired, and wants to retire in a nice quiet place. Does not want a commercial enterprise, with heavy equipment. They lease the property across the road from Ed, they dump all their stuff over there, and agreed with Gene, she does not know what is going on. He built a 2nd home on his property, went through all the right things to do so and these people put up buildings left and right and use them left and right, do anything they want and with the increased traffic, it is not his idea of a lake home, plus what it could do to the property values. Two or three years down the road when he wants to sell, who will not want to buy if there is this business right down the road?

Michelle Sjogren, 10249, right next door, she told Jean they do have permission for dumping, they lease 40 acres and there is a gravel pit on the north end and she does know they dump up there. She stated she does think that they have legitimate concerns because of the increase of traffic because of the pavement that has happened this year. There has been a lot of heavy equipment, and she is even wiped out from the noise and added they enjoy their lake shore property too. Their intentions are not to bother the neighbors, but with the construction of the shed and all the problems with the noise, trucks and hauling in dirt, putting in a driveway and making sure all is taken care of. There really has been no complaining prior to this, and the business has been on this property for three years. With the construction going on, it is drawing attention to the business. Other than personal things that have happened that do not have anything to do with the business, but she lives right next door and approved of the application and the business. Once construction is complete the noise level will go down and she is sure he will abide by the boards' requirements.

Board discussion:

Lloyd was on the site visit and stated you have a nice building there, but there is a lot of impervious surface going on.

Sam stated they did put down a lot of granite for the safety and wellbeing of the construction workers, so they did not have to work in the mud, and they do plan on getting rid of that after construction is done.

Ken, what is the building for?

Sam, both personal and business. He has pontoons, 4-wheelers, a skid loader, all personal, and also his business equipment that goes in and out.

Ken, how long before done?

Sam, it needs to be done by April.

Ken, this land you are dumping stumps and stuff, the leased land, eventually do what with it? Because eventually it will be full.

Sam, we have obtained burning permits to burn in the past and it is an old gravel pit.

Ken, no chipping on site?

Sam, no.

Ken, how many employees?

Sam, depends on the time of year, 5 to 6 total during the busy season.

Ken, so 3, 4 extra trucks on site?

Sam, yes, but some just take their trucks home from the job site.

Andy, business has been operational for a few years? Just not without this building. It looks done on the outside, what is left?

Sam, the steel, more concrete, and garage doors, and finish the aprons.

Andy, are there rules for impervious?

Adam, yes, and that is the nature of his notes in reference to the violations. Max impervious is 25% and this lot is in the 39% to 40% area impervious now. He and Sam had talked prior to tonight's meeting and we would need that corrected before we could grant anything tonight. Pretty flat, more of a slope up towards the lake.

Andy, so Soil and Water had no comment or the DNR?

Adam, correct, we did not receive any comments than what was read.

Ken, did I hear you say the township road was recently paved?

Melissa, yes they put new pavement down.

Ken, was paved, just needed new.

Melissa, yes.

Andy, if we table do we need extra time?

Adam, we can extend beyond that the October 60-day mark, timing wise, we are in good shape.

Jim, so, do you do tree trimming and removal, including stumps, trees and everything and haul everything away?

Sam, yes, multiple lease sites or agreements, for piles of branches. One by Big Birch Lake, Alexandria, one closer to home, one by Osakis, a lot of places where we bring that stuff.

Jim, so the stumps are the only thing going in that gravel pit?

Sam, some of them, yes.

Ken, so does any of that ever get turned into firewood?

Sam, does not unless it is personal.

Jim, what do you do with the logs?

Sam, some agreements they let us dump everything if we give them the logs.

Lloyd, if logs are good for lumber, do they get saved?

Sam, if we have a surplus of logs, sometimes they will sell to Amish or whoever.

Andy, no materials other than your equipment on the site? No operations being conducted? No saws, chippers or anything for the business, just storage and a mailing address for the business?

Sam, right.

Across the street where you have materials, any operation going on over there?

Sam, just a skid loader moving piles or brush. Have no reason for running saws.

Ken, operate five days a week? No Saturdays or Sundays?

Sam, five days a week, unless there is a storm and stuff needs to be done on a weekend.

Larry Bebus, Birchdale township, met FYI about this, and his concern is they just spent over one million to repair the Alcott Drive all summer and if you are going to be driving on this. Will there be logs and heavy equipment? One of the biggest complaints on Alcott over the years are too many trucks, heavy duty machinery and semi's ruining on the road. What's going to happen in the future, with your equipment on there, is the Township liable or are you going to be liable for fixing the road?

Melissa, she agrees, quite a few people who own semi's that live on this road, and if you have other semis, are they liable?

Larry, yes, in some cases, they are liable and have to help maintain it.

Melissa, if people are driving on the County road, who fixes that?

Larry the township maintains Alcott, and it is a township road. What is going to happen down the road with the heavy equipment?

Roger, he's sure there are farmers going with trucks every day. What is your heaviest piece of equipment?

Sam, 13,000-pound mini excavator.

Roger, tandem or single axle truck?

Sam, single.

Roger and Jim stated farmers are 40,000 lbs. to 80,000 lbs. and sometimes over 100,000.

Roger, would there be something that insurance would be responsible for if the road gets destroyed and you can prove it? In his township they have trucks all the time, and the guy had just asked if the road needed fixing, if so, call your contractor, fix it and send me a bill. Big businesses sometimes do that.

Andy, is this something that needs to be in writing?

Adam, yes, we would establish a condition that would require some sort of road agreement between the applicant and the township, and they provide evidence that this has been met for our CUP purposes. Typically, that agreement would need to be in place as a condition.

Andy, if we table, it is for corrective actions and give the township time to come up with this?

Adam, we cannot grant anything when there are violations and this extra time will be used for corrective action. He and Sam can work on it outside the meeting, and if Sam is not ready yet, we can table it again, outside this meeting, and if he is ready to go next month, we can have it on the agenda.

Andy, it is for their advantage to extend this, because the alternative is denial.

Adam, allowing time to get those things corrected.

Tim asked Adam to reach out to County Engineer, Loren, just to pick his brain about impact to the road and maybe get County guidance?

Jim, agreed, then asked Sam if the trailer behind the truck was single axel?

Sam, one ton truck (not a dual) with a tandem axel trailer.

Jim, so three axels.

Sam, yes.

Ken motioned to table for one month and Andy seconded.

Roll call vote commenced as follows:

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

Motion carried. Adam reminded we do not re-notice the adjacent, it is tabled until November 5th 6:00 PM in this room.

AGENDA ITEM 3: Adam Miller -Section 29, **Staples Township, Site Address:** 23285 464th Street Staples, MN 56479 **PID:** 22-0026402

1. Request for CUP operate a Truss Business in AF-2 Zoning District

Adam Miller and Emanuel Yoder were present as the applicants.

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.

Proposed Conditions:

1. There shall be no loading/unloading of materials within the public roadway.
2. Off-street parking shall be provided for all business traffic.
3. Storage of supplies and finished products shall be stored meeting all setback requirements.
4. Land use permits shall be required for all future construction.
5. Applicant must abide by all other applicable federal, state, and local standards.

Correspondence received: None

Public comment: None

Board discussion:

On Site Visit Report was reviewed by Lloyd: stated it looked and sounded good, and he is okay with the request.

Ken, neighbor to the east?

Miller, correct, a hunting cabin, about two months, not all year round.

Roger, not too much noise or dust or anything else going on as it is in the middle of an entire 40.

Lloyd, no heavy machinery?

Miller, outside there will be trucks to haul trusses, setting up an I beam system, hoist to load, but may be a loader to unload lumber to put in the building.

Jim, most work inside the building?

Miller, yes.

Jim, so not much noise.

Andy, how often do trucks come in?

Emanuel, depends on how fast we are working; 2 to 3 times a week for trusses.

Andy, straight trucks or semis?

Miller, mostly with a Dooley truck with truss trailer that goes above the truck.

Lloyd, depends on how many orders they get.

Andy adequate access for loading and the road consideration.

Roger, township okayed it?

Adam, never heard from township after Miller attended.

Miller, put approaches in, not like it's downhill, put 15" culverts in.

Ken motioned to approve, Lloyd seconded as presented.

1. There shall be no loading/unloading of materials within the public roadway.
2. Off-street parking shall be provided for all business traffic.
3. Storage of supplies and finished products shall be stored meeting all setback requirements.
4. Land use permits shall be required for all future construction.

5. Applicant must 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
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Jim noted the application will be presented to the County Board of Commissioners on October 20th, 2026.

4. AGENDA ITEM 4: Proposed Amendment to Section 9.22, Riparian Protection, of the Todd County Planning and Zoning Ordinance.

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

Board discussion:

Adam pointed highlights from the model ordinance. Pieced together what he thought the board's direction would be and added that after the model for review and discussion.

Jim, what do we have now for enforcement?

Adam, the ordinance as a whole criminal or administrative penalty. Suggestive option three which leaves each option on the table for both.

Jim and Ken, agree that was the best, and keep options open.

Adam, on whether to include public drainage systems where the County is not the drainage authority or excludes and he suggested "excludes" to match our existing ordinance language.

Jim, that is what he was thinking as well.

Adam, page 41 of staff report is generally what the ordinance would look like. In the enforcement section, page 44 the Enforcement part we have the criminal part in there and the Administrative Penalty Order in there. Pointed out the fees as penalty, \$0, \$200.00 and \$500.00 same as ordinance and repeat offenders same as existing etc. and can adjust those accordingly. Add the definitions to our definition section. Next steps, review and in the meantime, Adam will submit this draft to BWSR and make any edits they recommend and recommendations of Planning Commission, make edits, needs final tune up with the yellow highlights matching ordinance sections, minor. By November or December maybe forward it to the commissioners or if not ready, just keep moving forward with this as we have until June.

Andy, give an example of public drainage ditch where the County is the drainage authority compared to the public is the drainage authority.

Tim explained when the County cleans the ditch it can be an assessment.

Andy, so County is accountable, and ditches in existence that are man-made, the cost is on that individual.

Jim, 2 or 3 landowners get together and create their own ditch sometimes as a private ditch.

Tim, the County may have guidance, but you are responsible for the costs. Nancy Uhlenkamp is our County Ditch and Ag inspector who comes to the commissioners with those who are maintaining their own and states they are assuming all costs and responsibilities.

Andy option 2, County is not going to monitor or care or have anything to do with a personal ditch that does not comply?

Adam between now and November he will talk to Nancy to provide some comments and provide a map that may be helpful.

Andy surprise they have the options, not pushing for more restrictions for water, but does the State law cover public drainage system that the County is not the authority?

Adam, the rule has been written where the responsibility may be passed on to the County to adopt locally for some ditches, cannot think of public ditches not under County authority.

Andy, "should I really participate when I don't understand 100% what is being said? Maybe next time".

Adam stated he will get our ditch person to provide some comments or come in and talk a bit.

Jim, there are probably other parts of the state that have more public ditches that are not County ditches.

Roger, had one right in the middle of the township and back in 1908, dug through ¼ mile through a guys field, some 15' deep, put cement pipe, 48" set end to end not connected, big hole, many meetings at the town hall, one guy questioned it, had to be fixed, new plastic from where the DNR had put in a steel line with a dam gate on it years ago, all the way to the next lake and the old cement pipe could not be crushed, only left. Nancy was there a few times, got it done.

Roger, DNR does control a lot of this buffer stuff.

Adam corrected, actually BWSR.

Andy, time restraint?

Adam, June of next year, maybe get done by January or December, maybe even by November.

Jim, need a motion to table.

Ken motioned to table, Roger seconded.

Roll call vote commenced as follows:

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

Motion carried. We look at it again next month and hopefully have some answers.

5. Proposed Amendment to the Todd County Planning and Zoning Ordinance to create Section 9.24 – Data Centers.

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

Board discussion:

Adam, added the people from Great River Energy are a good resource to get them here, if they come together, it would be the same night, with the intention to educate. They mentioned what the permitting process from their perspective looks like, electrical rate impacts and infrastructure needs as topics.

Adam, it will be open to the public to come here. May be a special meeting. We would have to submit to Long Prairie Leader by next week, then they distribute to Staples, Ind News Harold, Osakis, Long Prairie and Clarissa. Tom says he has two guys (keep in mind supportive of DATA centers) Lucas, CEO of Giant. If we want to bring him in and Chet Boden with Dept. of Employment and Economic Development for the State and he could reach out to him too.

Ken, what does Giant do?

Adam, GiantVoices.com, out of Duluth, consultants, and continue to get in touch with Elise.

Adam, on U of M toolkit, there is a webinar on 6:00 PM October 14th, need to register. If want the link, you can for one hour. Focused mostly on SE, MN.

Ken asked for the link.

Adam will send to everyone. Work with Jeff and Tom and reach out with Elise, send link for Webinar and reach out to the other two gentlemen. Well-rounded knowledge base with all. Hope with AMC makes a model, but for now we are starting from scratch.

Jim, anyone talk to any other counties?

Adam, yes, there are a couple ahead of us as the moratorium was ahead of us. Structure like solar ordinance, set size, performance standards and the very large, we could not allow and define what that is, as an example.

Andy, not constrained quite as much.

Roger, heard any cannabis applications in the townships?

Adam, Bruce twp. has cannabis outdoor cultivation granted.

Roger, Steve Voss on the Kesslers? Should be grandfathered in.

Adam is communicating to the Kesslers the options offered.

Roger digging to the South taking out pine trees, off the right of way, last week he noticed.

Ken motioned to table the DATA Center ordinance, Roger seconded until November.

Roll call vote commenced as follows:

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

Motion carried.

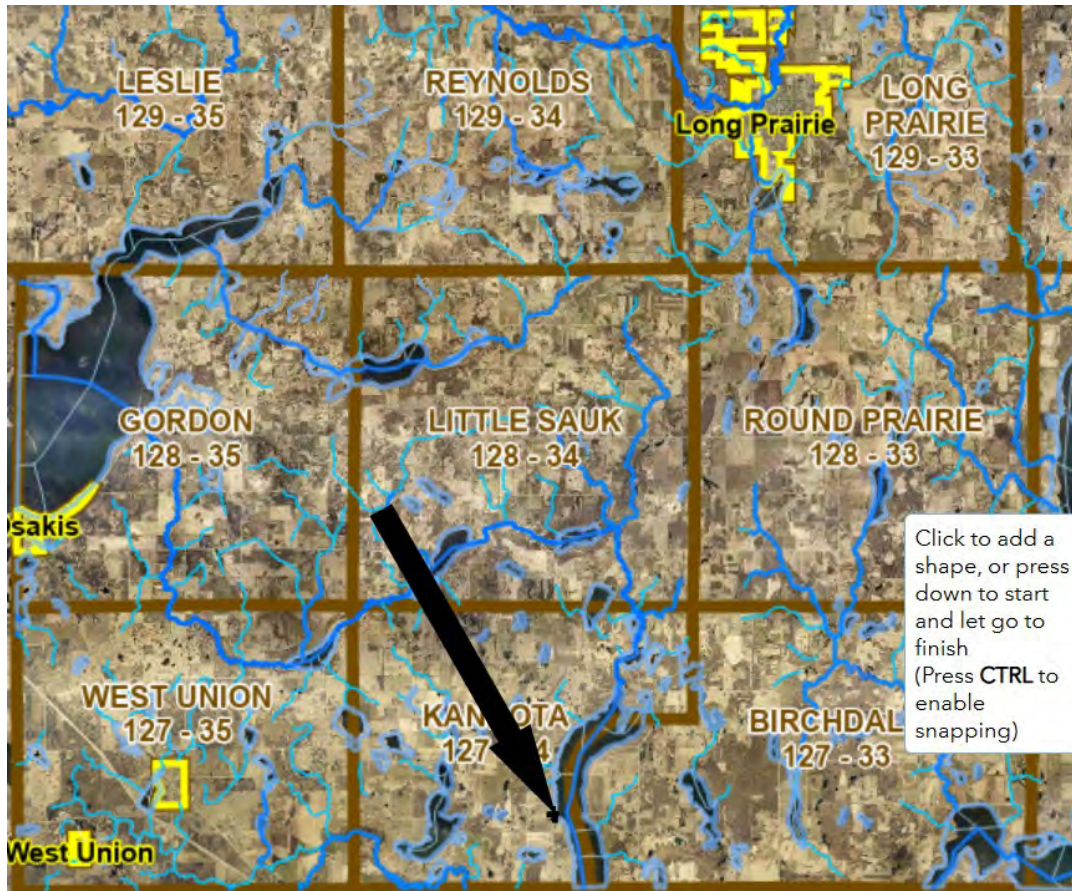
Ken motioned to adjourn and Roger seconded. Voice vote to adjourn the October Planning Commission Meeting, no dissention heard. Motion carried and meeting adjourn 7:25 PM.

Site visit completed by Adam Ossefoort and Jim Pratt on 7/30/2026 on the Kessler Site
Site visits completed by Adam Ossefoort and Lloyd Graves 9/22/2026 on the Oaks Tree and Miller Sites

Applicant	Kessler's Bay Addition Preliminary Plat
PIN	14-0025200
Site Address	11264 US HWY 71
Zoning District	SHORELAND – RD – SAUK LAKE

[illegible]

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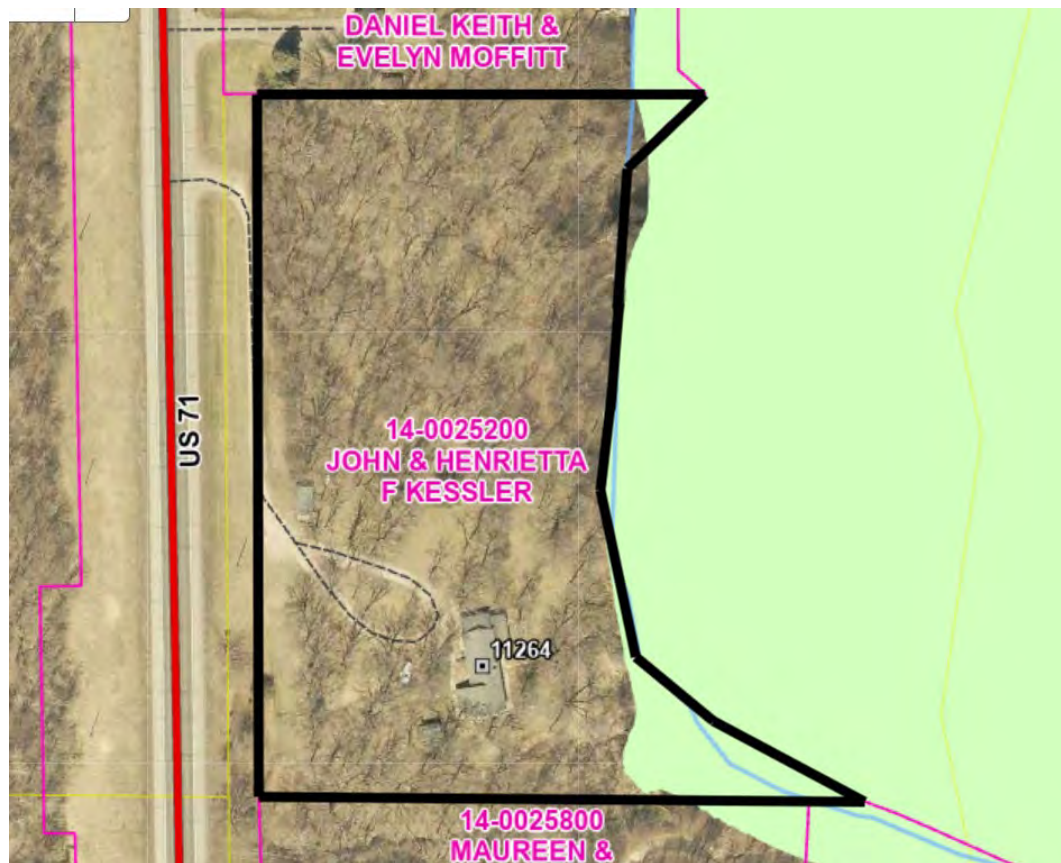
Site Location



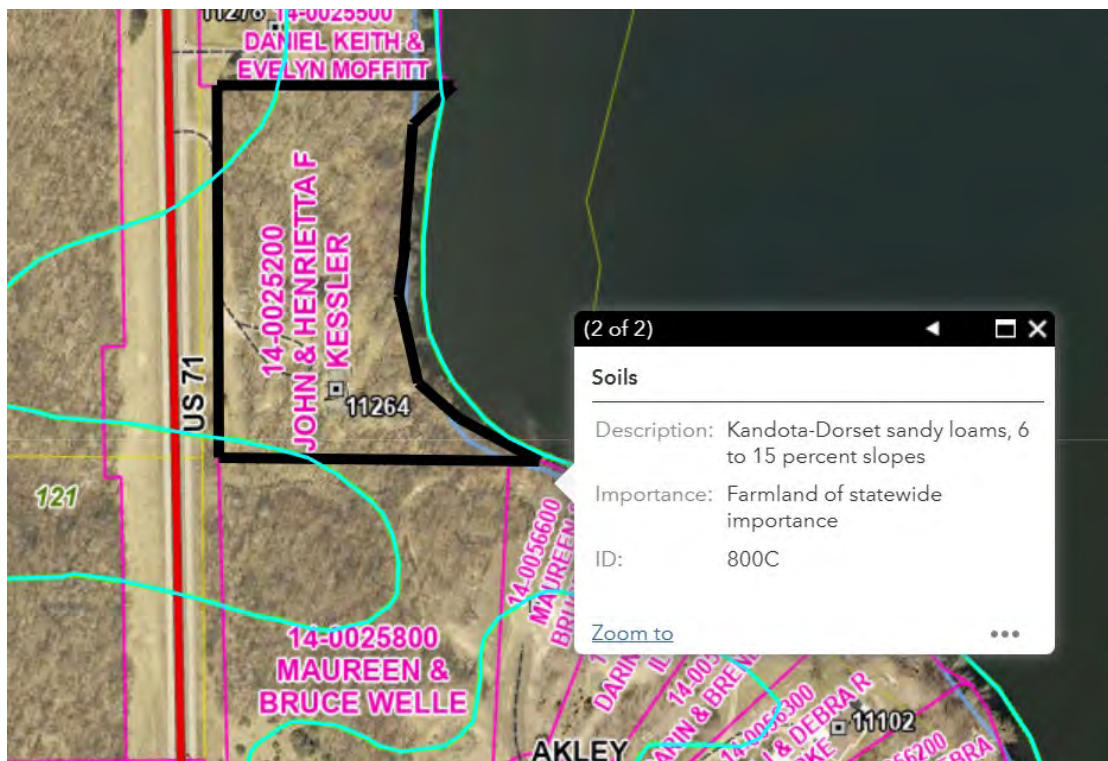
Site Image



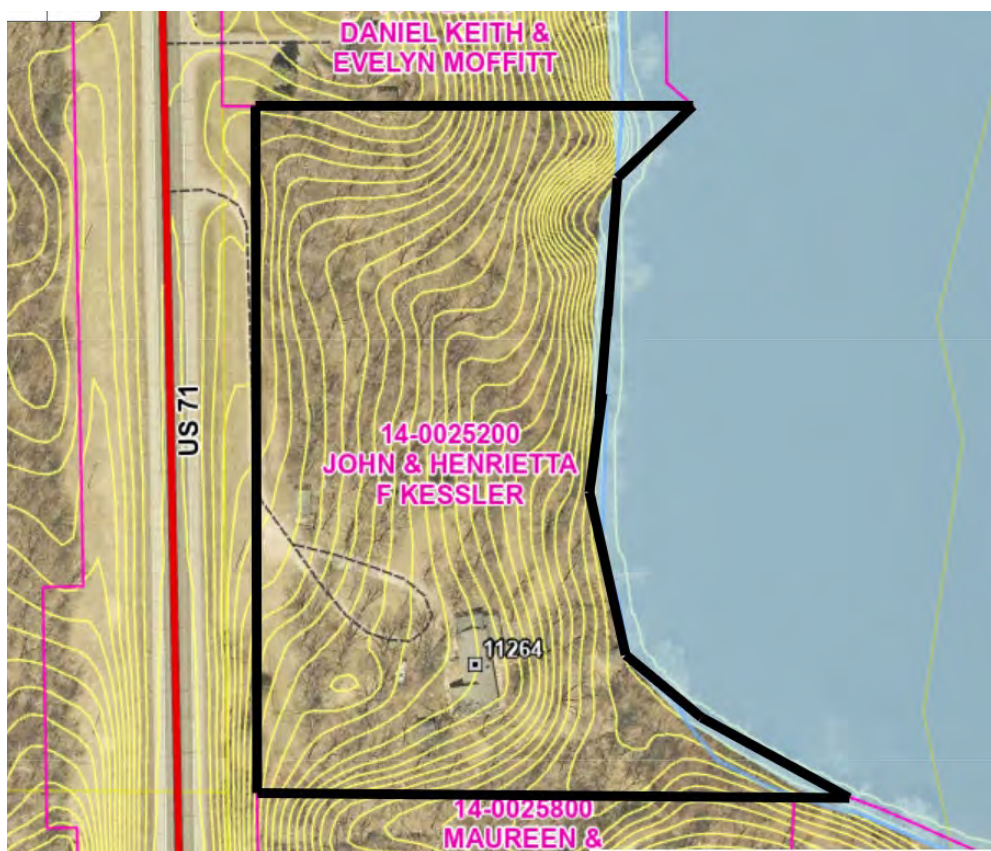
Zoning



Floodplain



Soils



Topography and wetlands



Looking north along the lake frontage of lot 2



Looking west



Looking south



Looking east towards Sauk Lake from existing structure



Drainage from existing structure



Storm drain located on the property.



Looking west



Looking east



Existing shed on lot 2



Looking south down access from US 71



Looking north down US 71



Looking south



Dimensional Features of the Preliminary Plat

<i>Feature</i>	<i>Requirement/Minimum</i>	<i>Conforming?</i>
TOTAL LOT AREA	40,000 square feet	Yes
BUILDABLE AREA	18,000 square feet	Yes
LOT WIDTH	150'	Yes
LOT DEPTH	200'	Yes
ROAD FRONTAGE	50' when platted	Yes
SEWERABLE SITES	2 sewerable sites identified	Yes

Physical Features of the Preliminary Plat

<i>Feature</i>	<i>Comments</i>
BLUFF IMPACT ZONE	None
SEVERE STEEP SLOPES (30%/50ft)	Yes, one area within the building setback
SOILS	Sandy Loam

<i>Feature</i>	<i>Comments</i>
WETLANDS	None
STREAMS	None
FLOODPLAINS	Yes
VEGETATION	Grassed lawn space and wooded areas.

Additional Notes:

Recommendation:

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

Proposed Conditions:

1. Establishment of a 50' drainage easement across lot 1 to protect the natural drainage area.
2. No new accesses shall be allowed for access from US Highway 71.
3. There shall be no vegetative alterations within the drainage easement.
4. Applicant shall abide by all other applicable federal, state, and local standards.

Update for October 1st, 2026

Item was remanded back to the Planning Commission during the August 18th Commissioners Meeting following correspondence submitted by DOT.

The issue lies with the driveway access running parallel to US 71 within the road right of way.

DOT has provided the following options:

Option #1: Shift the parallel driveway East onto private property with an easement in the property deed to ensure both proposed lots have access now and into the future.

Option #2: Remove existing access and parallel driveway and install a shared access at the proposed lot split line along with an easement to ensure that both lots have access now and into the future in the property deed.

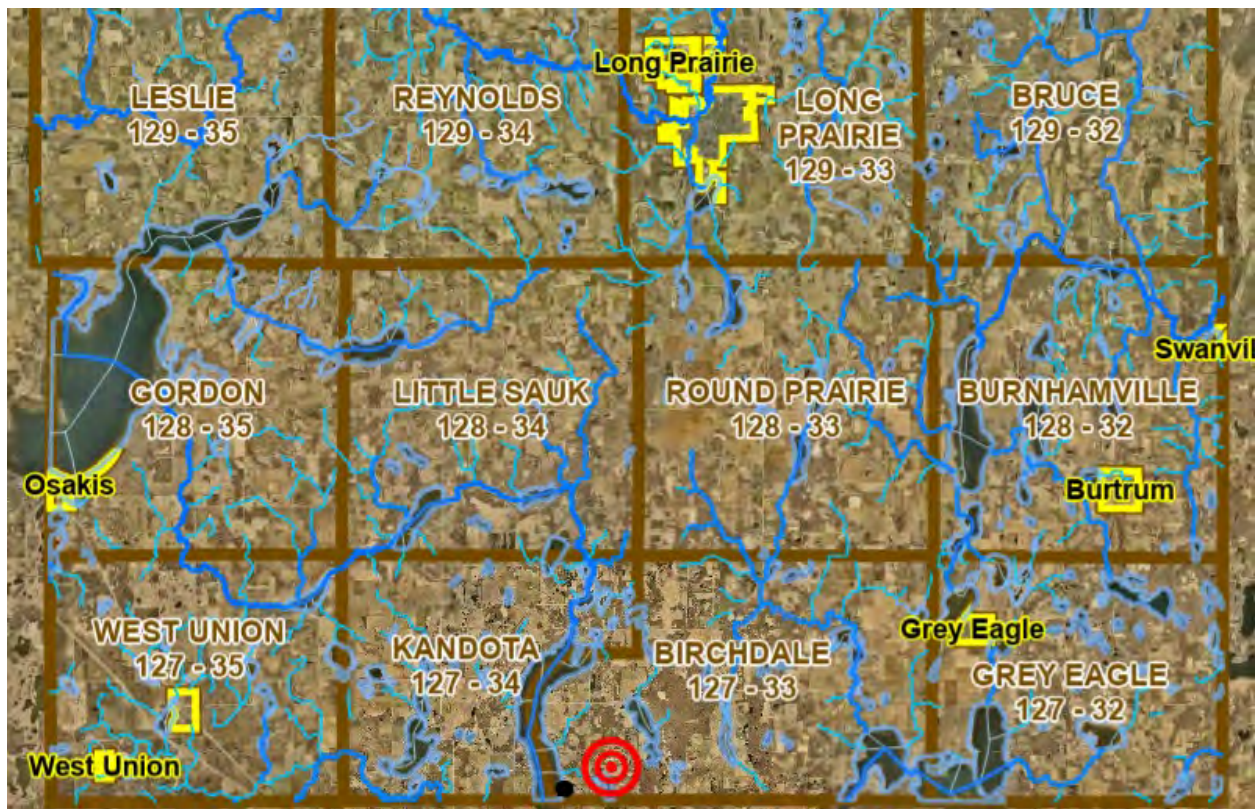
Updated Proposed Conditions:

1. Establishment of a 50' drainage easement across lot 1 to protect the natural drainage area.
2. There shall be no vegetative alterations within the drainage easement.
3. Driveway access from US Highway 71 shall be relocated in compliance with MN DOT standards.
4. Applicant shall abide by all other applicable federal, state, and local standards.

AGENDA ITEM 2:

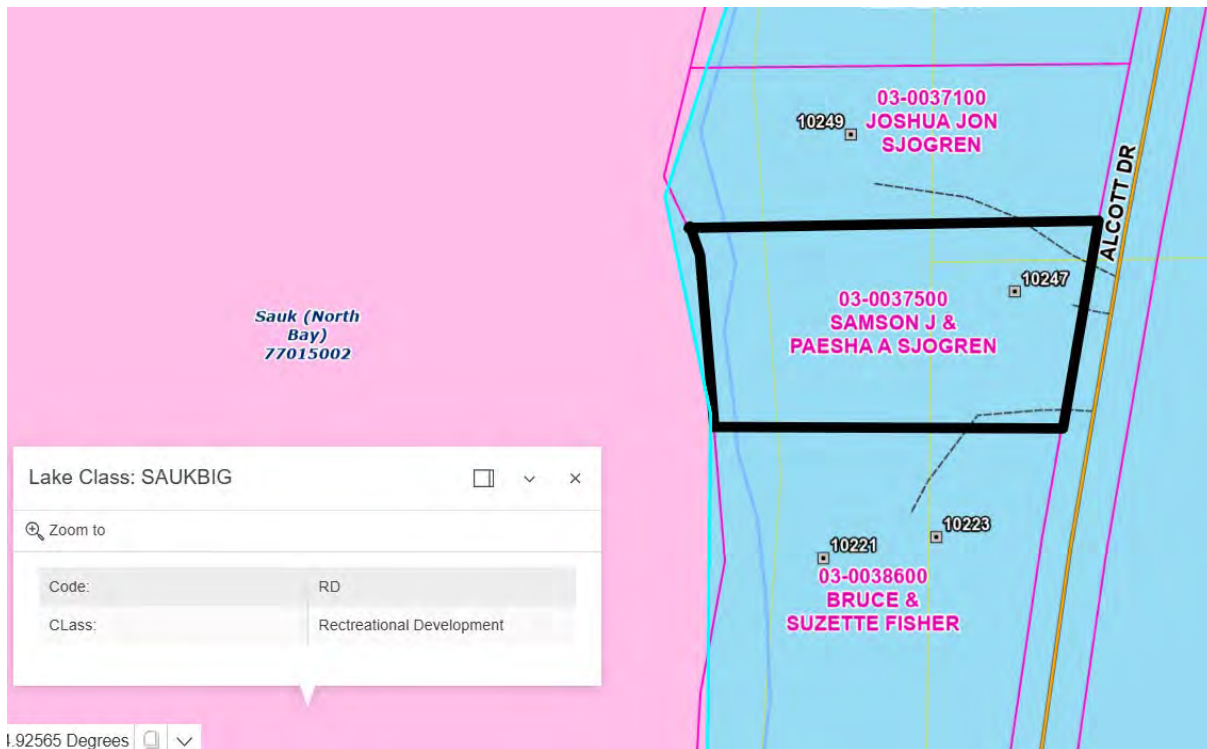
Applicant	Oaks Tree Service, LLC – Samson Sjogren
PIN	03-0037500
Site Address	10247 Alcott Drive
Zoning District	SHORELAND – RD – SAUK LAKE

Applicant Request: Request for CUP to operate Service Business from the site in Recreational Development Shoreland Zoning District.

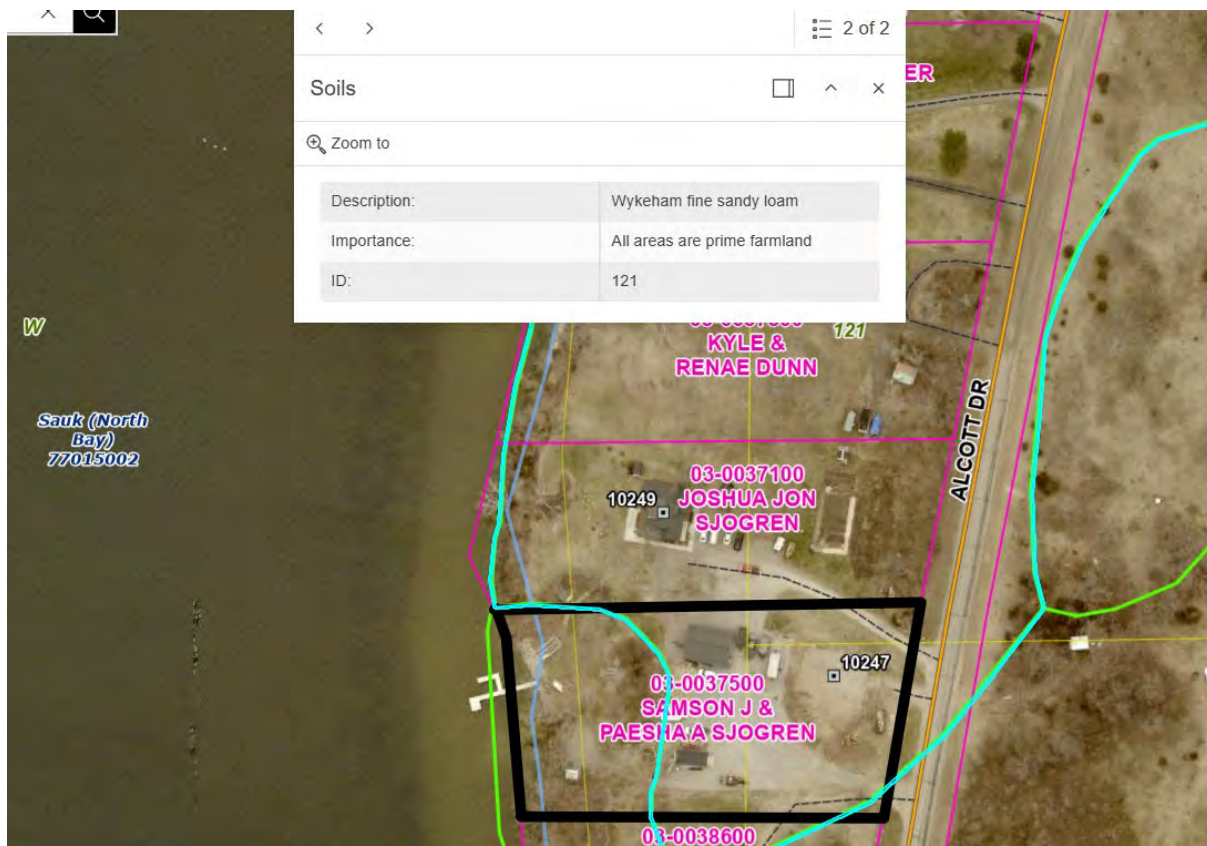




Site Image



Zoning



Soils



Topography and wetlands



Looking south down Alcott Drive



Looking north down Alcott Drive



Looking west into the property from Alcott Drive



Structure proposed for housing of the business



Looking northeast



Looking north



Looking west



Looking east

Application Considerations:

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

2026 Todd County Comprehensive Plan

Financial Assets section states that we should provide support to local businesses and promote Todd County as a place to live, work, and visit.

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

Establishment of the proposed use will not impede the development or improvement of surrounding 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 this type of service and provides an opportunity for business to be conducted within Todd County.

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

The proposed location is along a paved township road. No additional infrastructure will be needed with the proposal, nor will the proposed use have any impact on existing infrastructure.

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

There are no anticipated environmental impacts related to this proposed use. Water supply and sewage treatment are not proposed for the proposed use. Existing septic compliance was reviewed in the application process and found to be compliant.

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

The proposed site is located on a paved township road, and the applicant has included proposed off-street parking in their 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.

There are minimal concerns related to odors, fumes, glare, and vibration. The main potential concerns would be dust, noise, and appearance. These potential public nuisance items could be addressed through conditions.

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.

The proposed use is not inconsistent with the purposes of the ordinance. The proposed use is allowed by conditional use to offset adverse effects.

Additional Notes:

A site visit was completed on 9/22/2026. During the site visit, violations were discovered that would need correction prior to approval of any permits.

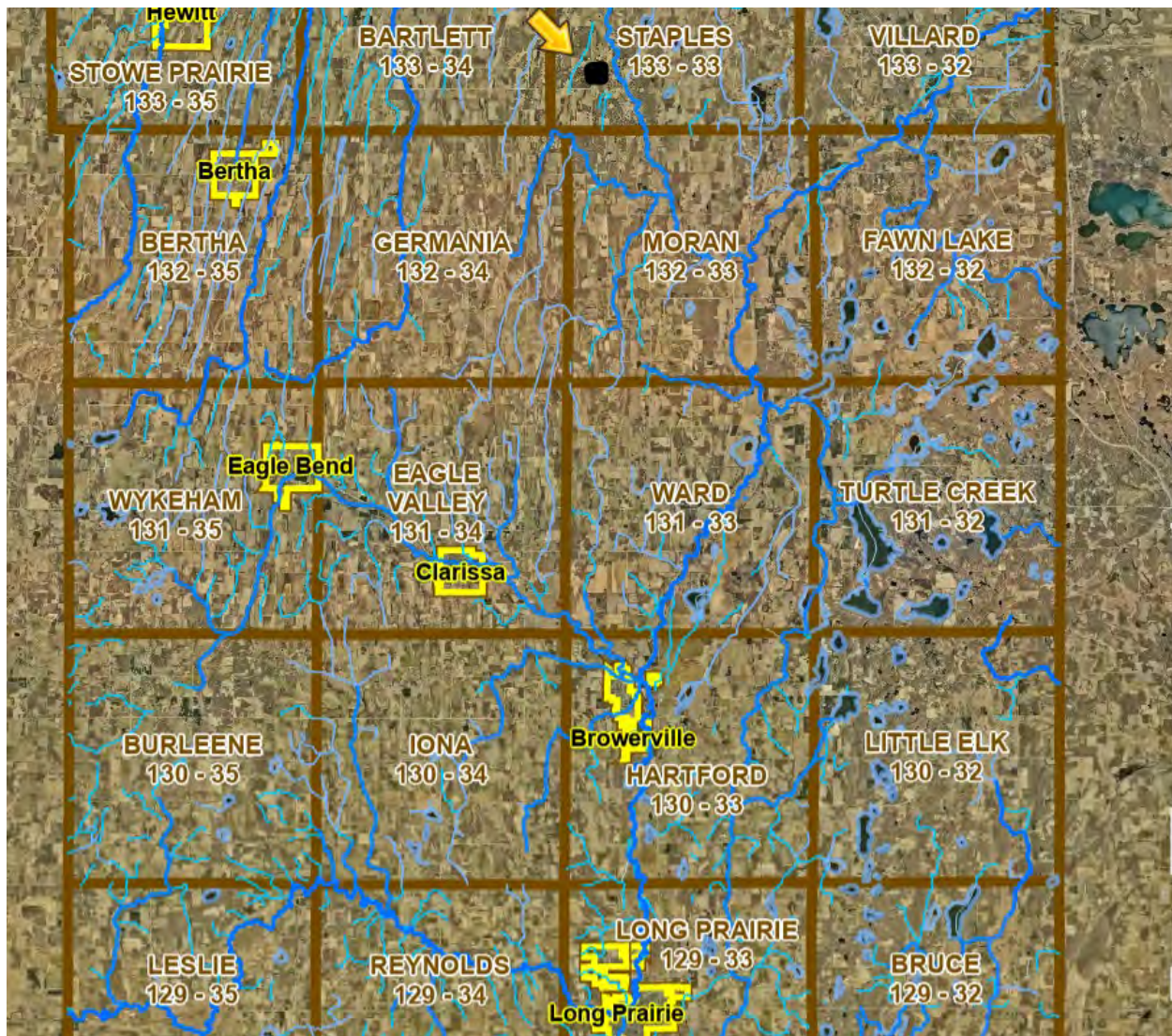
Recommendation:

A motion to table this application and allow the property owner to make corrective actions prior to making any decisions related to this application.

AGENDA ITEM 3:

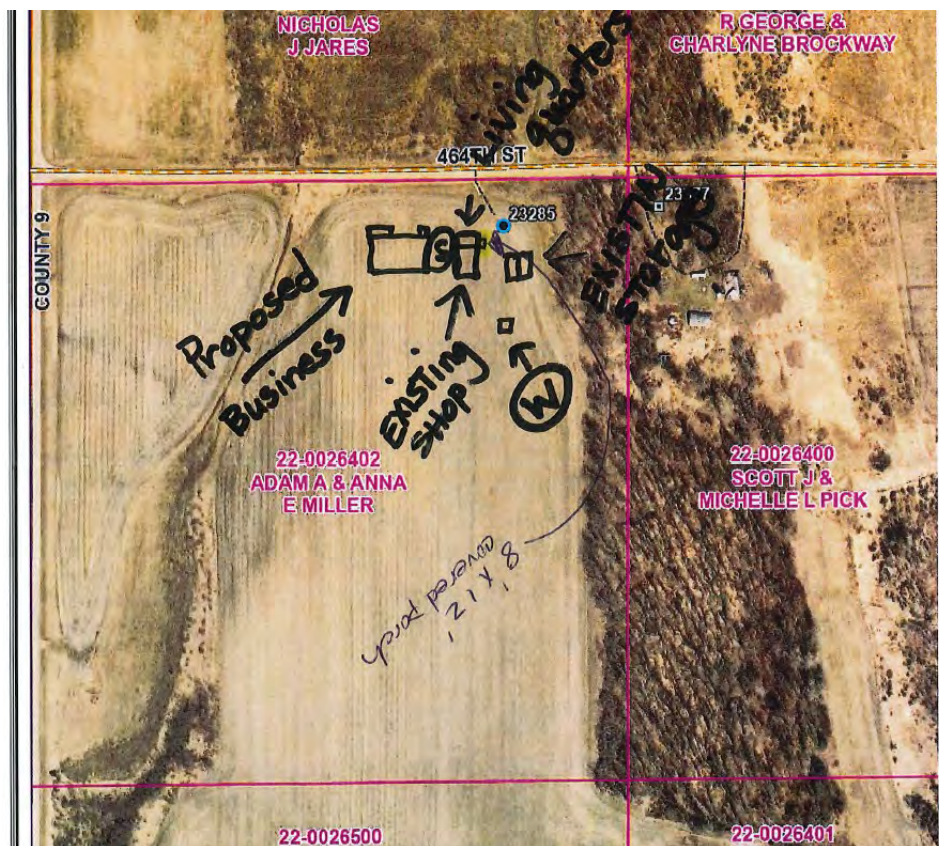
Applicant	Adam Miller
PIN	22-0026402
Site Address	23285 464 th Street
Zoning District	AF-2

Applicant Request: Request for CUP operate a Truss Business in AF-2 Zoning District

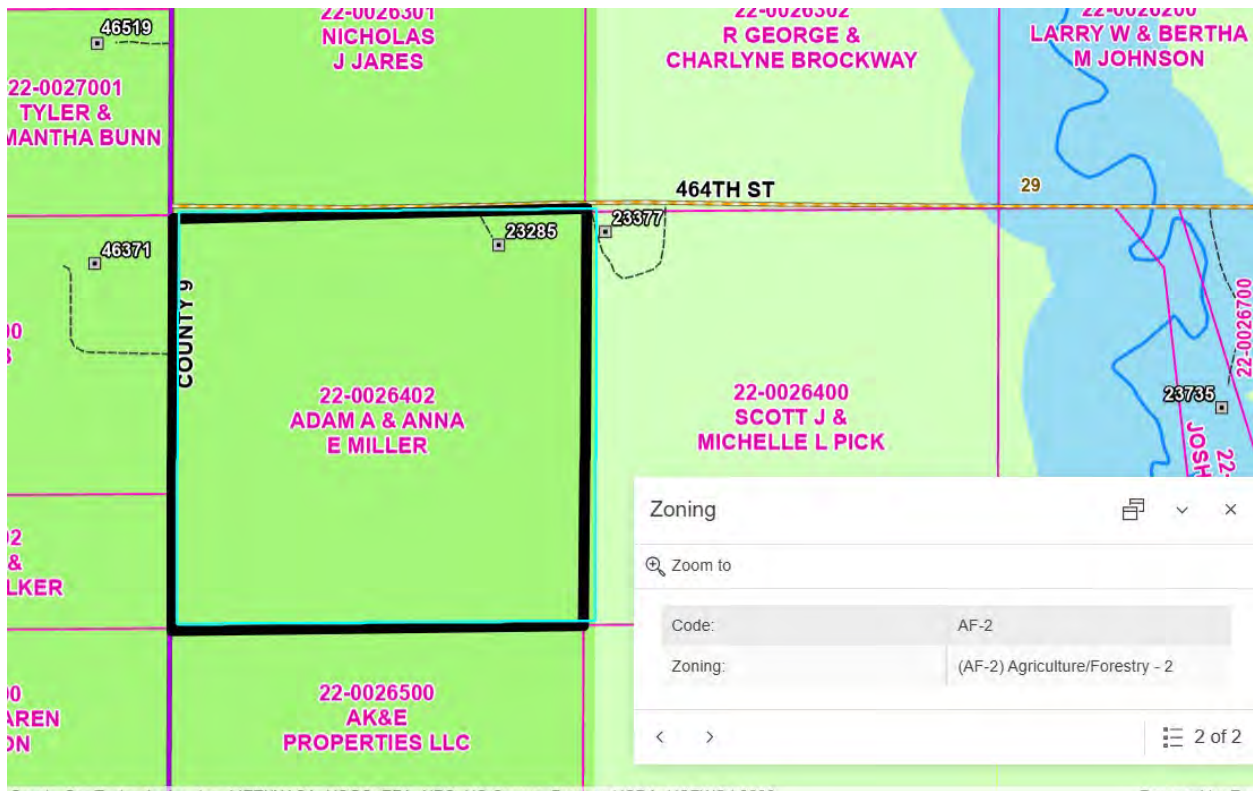




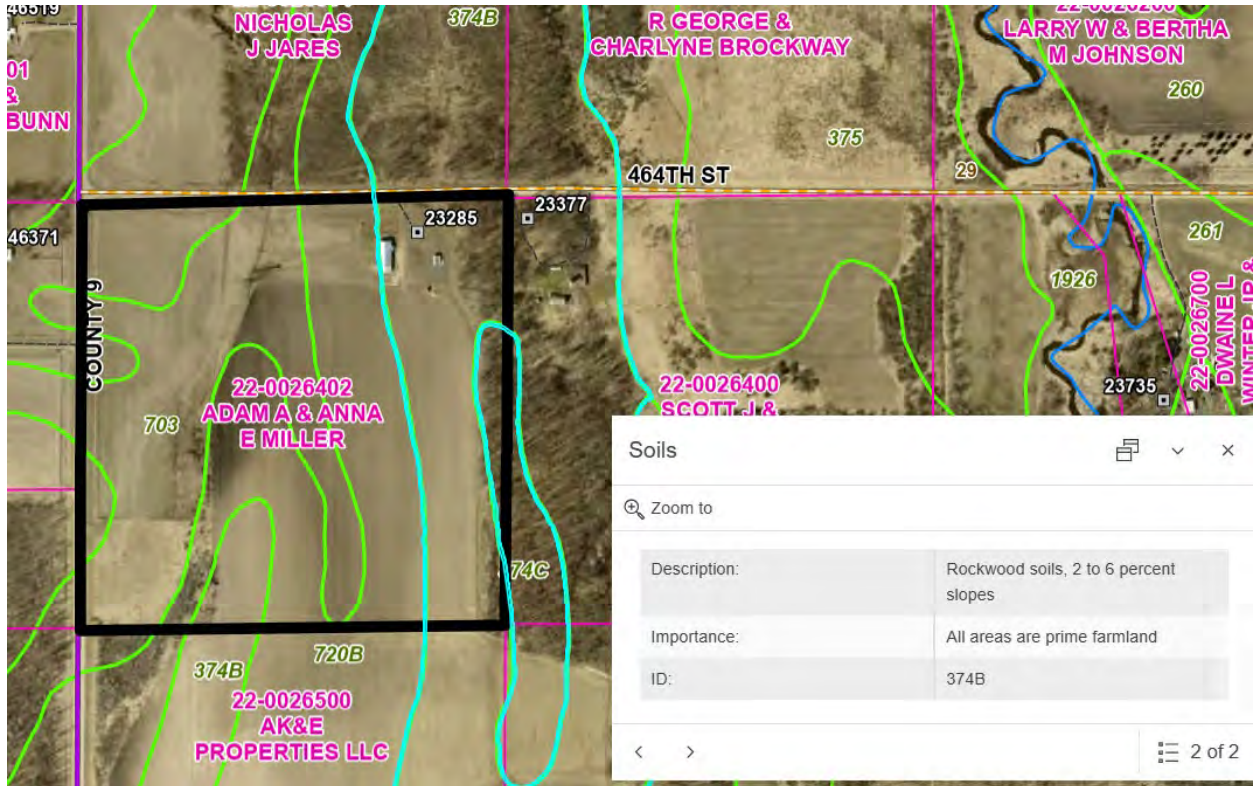
Site Image



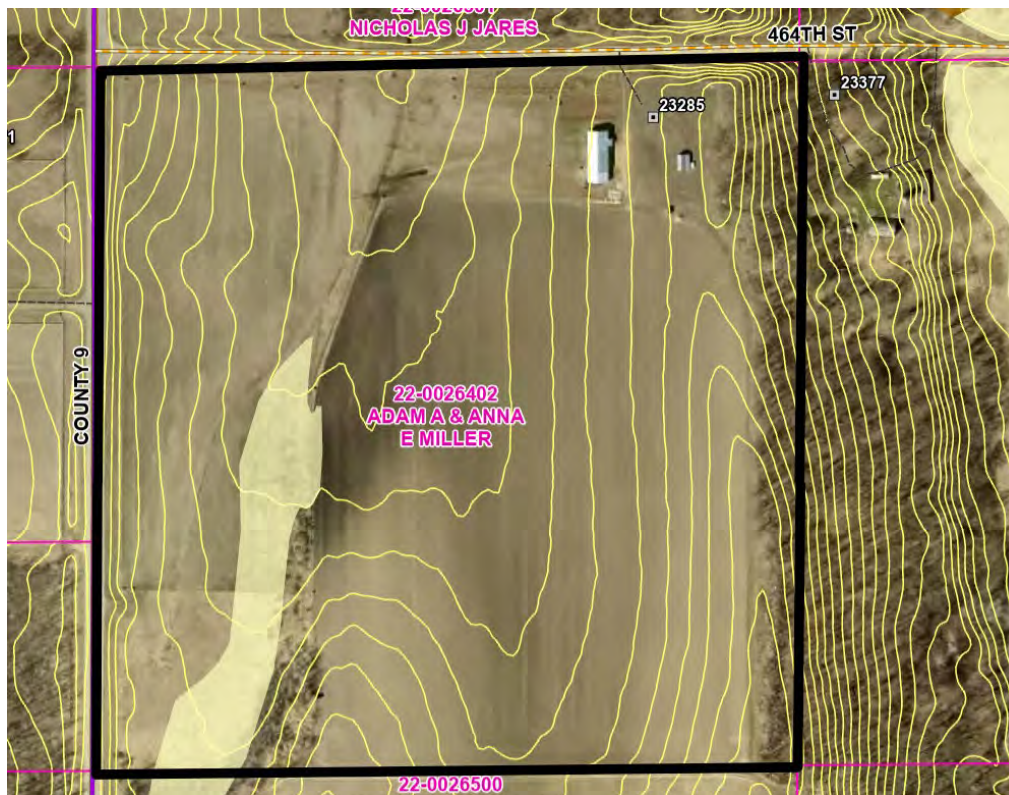
Site sketch provided in the application



Zoning



Soils



Topography and wetlands



Looking east down 464th St from west driveway



Looking west



Looking east down 464th St from east driveway



Looking west



Looking north from 464th St



Looking southeast



Proposed building site

Application Considerations:

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

2026 Todd County Comprehensive Plan

Financial Assets section states that we should provide support to local businesses and promote Todd County as a place to live, work, and visit.

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

This proposed use will be towards the center of a 40-acre property and will not impede the ability of neighboring properties to further develop or improve 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 building products not only in Todd County but in the surrounding area.

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.

The use as proposed will not create an excessive burden on existing infrastructure. The main area of concern is for the existing roadway with movement of materials coming in and finished products going out.

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.

Septic system compliance is required in the application process. The proposed use does not use water resources. Other environmental impacts are minimal and should not create any environmental harm.

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.

There is not an anticipated large increase in traffic, but off-street parking is a necessity. There is adequate space available to create parking space. The proposed driveway will allow for traffic to flow through the site and will not require trucks to back in from the roadway.

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.

There is not an anticipated creation of public nuisance characteristics. The main areas of concern include dust, noise, and appearance. Conditions can be established to mitigate for these areas of concern.

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.

This proposed use is not inconsistent with the purposes of the zoning district of AF-2. Processing of wood and other fiber products is identified as a conditional use.

Additional Notes:

Recommendation:

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

Proposed Conditions:

1. There shall be no loading/unloading of materials within the public roadway.
2. Off-street parking shall be provided for all business traffic.
3. Storage of supplies and finished products shall be stored meeting all setback requirements.
4. Land use permits shall be required for all future construction.
5. Applicant must abide by all other applicable federal, state, and local standards.

AGENDA ITEM 4: 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.

Section 9.22 Riparian Protection Ordinance

A. Statutory Authorization and Policy

- (i) **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.
- (ii) **Purpose and intent.** It is the purpose and intent of Todd County (hereinafter, “the County”) to:
 - 1) Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:
 - a) Protect state water resources from erosion and runoff pollution;
 - b) Stabilize soils, shores and banks; and
 - c) Protect or provide riparian corridors.
 - 2) Implement and enforce 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
 - 3) Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.
- (iii) **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.

B. Data Sharing/Management

- (i) 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.
- (ii) The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.

C. Jurisdiction and Buffer Requirements

- (i) **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.
- (ii) **Buffer width.** Except as provided in subsection v and vi, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:
 - 1) 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 as measured according to subsection iii; and
 - 2) 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 iii**. This subsection applies only if the County is the drainage authority.

(iii) **Measurement.**

- 1) 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).
 - 2) 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).
- (iv) **Use of buffer area.** Except as provided in sections v and vi, 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.
- (v) **Exemptions.** The requirement of section ii does not apply to land that is exempted from the water resources riparian protection requirements under Minn. Stat. §103F.48, subd. 5.
- (vi) **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 ii 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 ii. The adequacy of any alternative practice allowed under this section shall be based on:
- 1) the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG);
 - 2) common alternative practices adopted and published by BWSR;
 - 3) 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
 - 4) other practices adopted by BWSR.

D. **Compliance Determinations**

- (i) **Compliance determinations.** Compliance with the buffer requirements set forth in section C 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.
- (ii) **Evaluation.** The SWCD will evaluate the available documentation, and/or evaluate and/or inspect the buffer and/or alternative practices to verify the compliance status 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.
- (iii) **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 E(ii).

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

(iv) **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:

- 1) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48;
- 2) provide a timeline for complying with the corrective action notice that does not exceed 11 months;
- 3) provide a compliance standard against which the County will judge the corrective action; and
- 4) include a statement that failure to respond to this Notice may result in the assessment of criminal, civil or administrative penalties.
 - a) The County may send the landowner a combined Corrective Action Notice and APO as provided in section E(ii) so long as the combined Notice/APO includes all the required elements of both.
 - b) 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 E. The County shall also send a copy of the Notice to the SWCD and BWSR.
 - c) Counties may modify the corrective actions and timeline for compliance, in accordance with section D(ii), to extend the compliance timeline for a modification that imposes a substantial new action or significantly accelerates the completion date for an action.
 - a. 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 D(iv).

- b. 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 E, 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.

E. Enforcement

- 
- (i) In the event of failure to comply with a corrective action notice issued under Section D(iv) 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.

- 1) Failure to comply with a corrective action notice issued under section D(iv) constitutes a misdemeanor and shall be punishable as defined by law.
- 2) 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.

(ii) **Administrative Penalty Order (APO).**

- 1) 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:
 - a) \$0 for 11 months after issuance of the Corrective Action Notice;
 - b) **\$200** per parcel per month for the first six (6) months (180 days) following the time period in a; and
 - c) **\$500** per parcel per month following the time period in b.
- 2) 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:
 - a) **\$50** per parcel per day for 180 days after issuance of the Corrective Action Notice; and
 - b) **\$200** per parcel per day after 180 days following the time period in a.
- 3) Ongoing penalty assessment. Any penalty assessed under this section shall continue until the corrective action notice has been satisfied.
- 4) To be valid, the APO shall include, at a minimum:

- a) the facts constituting the violation of the riparian protection and water quality practices requirements set forth in this section of this ordinance or Minn. Stat. §103F.48 ;
 - b) the specific statute and/or ordinance section(s) that has/have been violated;
 - c) a written description of prior efforts to work with the landowner to resolve the violation;
 - d) the amount of the penalty to be imposed;
 - e) the date the penalty will begin to accrue;
 - f) the date that payment of the penalty is due;
 - g) 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
 - h) a statement of the landowner's right to appeal the APO.
- 5) 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).
 - 6) A copy of the APO must be sent to the SWCD and BWSR.
 - 7) 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.

(iii) Administrative Penalty Order Procedures

- 1) Compliance verification. Once a landowner has submitted written evidence of correction of the violation the County may request assistance from the SWCD to:
 - a) review and evaluate all information related to the APO to determine if the violation has been corrected;
 - b) 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
 - c) document the verification completed under this section.
- 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.
- 3) Penalty due. Unless the landowner appeals the APO as provided in this section, 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 has 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.

- 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 by the specified time may be collected by the County using any lawful means.
- 5) 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) 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:
 - a) the cause of the violation;
 - b) the magnitude and duration of the violation;
 - c) documentation showing whether the violation presents an actual or imminent risk to public health and safety;
 - d) documentation showing whether the violation has the potential to harm the natural resources of the state;
 - e) a record of past violations;
 - f) 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
 - g) past and present corrective action efforts by the responsible party or parties.

F. Severability

- (i) 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.

G. Amendments to Ordinance

- (i) 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.

Definitions to be included in the definitions section (Section 3.02) –

APO: means the administrative penalty order issued pursuant to Minn. Stat. §103F.48, subd. 7 and Minn. Stat. §103B.101, subd. 12a.

Buffer: has the meaning provided in Minn. Stat. §103F.48, subd. 1(c).

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.

BWSR: means the Board of Water and Soil Resources.

Buffer Law: Minnesota Statutes §103F.48.

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.

Drainage authority: has the meaning provided in Minn. Stat. §103E.005, subd. 9.

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.

Local water management authority: has the meaning provided in Minn. Stat. §103F.48, Subd. 1(g).

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.

NRCS: means the Natural Resources Conservation Service; agency of the U.S. Department of Agriculture.

Parcel: means a unit of real property that has been given a tax identification number maintained by the county.

Public drainage system: has the meaning given to “drainage system” in Minn. Stat. §103E.005, subd. 12.

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.

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.

SWCD: means Soil and Water Conservation District.

Next Steps:

1. Planning Commission reviews the draft Ordinance Amendment.
2. Director will submit the draft to BWSR for review.

AGENDA ITEM 5: Proposed amendment to create Section 9.24 – Data Centers

September 3, 2026

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.

October 1, 2026

Potential Guest Speakers –

Jeffrey Haase and Tom Lambrecht – Great River Energy

- Can speak on infrastructure needed, permitting process, electrical rate impacts, maybe some economic development aspects.
- Open the last week of October which gives us time to prepare a public notice.

Elise Harrington – University of Minnesota

- Can present on the Data Center toolkit be developed by the U of M. (will be available in the coming weeks)
- May need to conduct this via video conference and is unavailable during the November and December PC meetings.

Webinar available on October 14th, 2026 at 6:00 PM. Need to preregister for the event.

Additional recommended options-

- Lucas Mistelke, CEO Giant
- Chet Bodin, DEED



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	20261020-11
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Miller Request for CUP
Date of Meeting: 10/20/2026	Agenda Time Requested: 3 ☐ Consent Agenda	
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed ☒		
An application for CUP to operate a truss construction business on parcel 22-0026402 (Staples TWP) was submitted on September 3, 2026. The application was reviewed by the Planning Commission during the October 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. 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 to parcel 22-0026402 with the following conditions. 1. There shall be no loading/unloading of materials within the public roadway. 2. Off-street parking shall be provided for all business traffic. 3. Storage of supplies and finished products shall be stored meeting all setback requirements. 4. Land use permits shall be required for all future construction. 5. Applicant must 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 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



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Adam Miller
Mailing Address: 23285 464th Str.
Staples, MN 56479

Property Owner: Adam A. & Anna E. Miller
Mailing Address: 23285 464th Str.
Staples, MN 56479

Site Address: 23285 464th Str., Staples, MN 56479

Parcel Number: 22-0026402

REQUEST:

1. Request for CUP operate a Truss Business in AF-2 Zoning District

The above entitled matter was heard before the Todd County Planning Commission on the 1st day of October, 2026 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

See Attachment A

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. There shall be no loading/unloading of materials within the public roadway.
2. Off-street parking shall be provided for all business traffic.
3. Storage of supplies and finished products shall be stored meeting all setback requirements.
4. Land use permits shall be required for all future construction.
5. Applicant must 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.

Attachment A

Legal Description

The Northwest Quarter of the Southwest Quarter (NW¹/₄SW¹/₄) of Section Twenty-nine (29), Township One Hundred Thirty-three (133) North, Range Thirty-three (33) West, Todd County, Minnesota.

SUBJECT TO an easement for ingress and egress over and across the existing driveway 16¹/₂ feet wide along the easterly boundary line of the Northwest Quarter of the Southwest Quarter (NW¹/₄SW¹/₄) of Section Twenty-nine (29), Township One Hundred Thirty-three (133), Range Thirty-three (33); thence east along the south boundary line of the Northeast Quarter of the Southwest Quarter (NE¹/₄SW¹/₄) of Section Twenty-nine (29), Township One Hundred Thirty-three (133), Range Thirty-three (33), for approximately 30 feet.



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	20261020-12
Agenda Topic Title for Publication:	Ideal Construction Asphalt Surfacing	
Date of Meeting: 10-20-2026	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle		
Background: <i>Supporting Documentation enclosed</i> ☒		
Construction of the remote recycle site in the city of Eagle Bend is nearing completion. Ideal Construction finished asphalt surfacing of the project. Asphalt project cost was \$8,820.00 and is funded through the Greater Mn Recycle Grant.		
Options:		
1.) Approve cost by Ideal Construction in the amount of \$8,820.00		
2.) Do Not Approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the Ideal Construction asphalt surfacing in the amount of \$8,820.00		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$8,820.00 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 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

Ideal Construction, LLC

26932 490th Street
Staples, Minnesota 56479
218-894-3105
idealconst58@yahoo.com | idealconstructionmn.com



RECIPIENT:

Todd County Transfer Station-Work

30433 U.S. 71
Browerville, Minnesota 56438

SERVICE ADDRESS:

eagle bend, mn

Invoice #10335

Issued	Not sent yet
Due	Net 15
Total	\$8,820.00
Account Balance	\$8,820.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Sep 29, 2026				
Paving jobs	Eagle Bend: 2.5" bituminous wearing course compacted on 40' by 40' pad for recycle dumpsters 2.5" bituminous wearing course on driveway 20' by 50' Prevailing wage included	1	\$8,820.00	\$8,820.00

Thank you for your business. Please contact us with any questions regarding this invoice.

Ideal Construction Steven F Kobliska and Sons LLC 41-1777909

Total	\$8,820.00
Account balance	\$8,820.00



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	☐ Report	20261020-13
☐ Discussion	☒ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		MSW Market Price for 2026
Date of Meeting: 10-20-2026		Total Topic Time Requested: 5 minutes
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle		
Background: Supporting Documentation enclosed ☒		
Minnesota statute 297H requires that political subdivisions declare by resolution the market price for services related to solid waste management each year. If the tip fee is less than the market price and the political subdivision subsidizes the cost of service at the facility, the subdivision is responsible for the tax. Todd County does not have a tip fee below the market price, and therefore does not have this tax responsibility. Attached is a table illustrating the calculations.		
Options:		
1.) Authorize chair to sign resolution establishing Market Price at \$96.72.		
2.) Do not authorize chair to sign resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Authorize the chair to sign the resolution establishing the Market price at \$96.72		

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

Auditor/Treasurer Archival Purposes Only:

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



A RESOLUTION ESTABLISHING Market Price for the Solid Waste Management Tax

WHEREAS, the solid waste management tax requires political subdivisions to identify by resolution a market price if the political subdivision subsidizes the cost of service at a facility. and;

WHEREAS, the political subdivision will be liable for the solid waste management tax based only on the market price amount identified through this resolution, and;

WHEREAS, the market price is identified in the state statutes as the “lowest price available in the area” and;

WHEREAS. Todd County has performed research to identify the lowest price available in the area;

NOW, THEREFORE BE IT RESOLVED, the County of Todd declares a market price of \$96.72 per ton at the Morrison County Landfill.

Market Price Determination Worksheet

Purpose: This worksheet will help you determine if your political subdivision subsidizes MMSW disposal according to Minnesota Statute Chapter 297H.

Name of political subdivision: _____

Does your political subdivision subsidize MMSW disposal? Yes or No (circle one)

If yes, complete the information as listed in the cover email including completing this worksheet.

If no, no further action is needed.

Current Disposal Site

	Name and Location of Disposal Facility (first point of tip at a WTE, TS, or landfill)	Taxable Tip Fee per Ton	MMSW Subsidy per Ton	Round Trip Miles	Cost per Ton Mile	Transportation Cost per Ton per Mile Total	Total Cost per Ton
	Perham Rosource Recovery	\$160	\$10			\$ -	\$170.00
Your Disposal Facility						\$ -	\$0.00

Market Price

	Name and Location of Disposal Facility	Taxable Tip Fee per Ton	MMSW Subsidy per Ton	Round Trip Miles*	Cost per Ton Mile	Transportation Cost per Ton per Mile Total	Total Cost per Ton
	Morrison County Landfill	\$82		64	\$0	\$ 14.72	\$96.72
Your Market Facility						\$ -	\$ -

Interpreting the worksheet results

If **Your Market Price Facility Total Cost per Ton** (cell H17) is less than **Your Disposal Facility Total Cost per Ton** (cell H12), cell H17 is your market price

If **Your Market Price Facility Total Cost Per Ton** (cell H17) is more than **Taxable Tip Fee per Ton** (Cell C12), you owe the SWM tax on the difference

If you use your own landfill for the market price, tax is due on the subsidy per ton.

If you have a subsidy, please indicate type (hauler fee, property tax, county fee on disposal):

Calculate the ratio for the residential/commerical SWM tax using your SCORE percentages:

residential %

commerical %

Provide a detailed description of the cost per ton mile that was used in determining total transportation costs.

* Assume the county seat is the departure site for purposes of calculation round trip mileage.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested <i>(Check one):</i>		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion	☐ Report	20261020-14
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Hands of Hope Resource Center - Lease Renewal
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Date of Meeting: October 20, 2026	Total Topic Time Requested: 5 Minutes
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Organization / Department Requesting Action: Administration

Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator
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Background: <i>Supporting Documentation enclosed</i> ☒

The lease agreement with Hands of Hope Resource Center for 2026 is set to expire on December 31, 2026. The Hands of Hope Resource Center has expressed interest in renewing the lease agreement for 2027 for space utilized in the Main Street Government Center with a 2% increase to the rental fee terms.

Options:

- 1. Renew the Hands of Hope Resource Center lease agreement as presented, for January 1, 2027 through December 31, 2027.**
- 2. Do not renew the Hands of Hope lease agreement as presented.**
- 3. Renew with different terms.**

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Renew the Hands of Hope Resource Center lease agreement as presented, for January 1, 2027 through December 31, 2027.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 4505.08 Funding Source(s): 01-113 Facilities/MSGC	☒ Yes ☐ No	County Attorney has reviewed lease.

Auditor/Treasurer Archival Purposes Only:

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

2027 LEASE AGREEMENT

This Lease Agreement, is made and entered into on the dates of execution noted below between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and Hands of Hope Resource Center (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"): Office location at Mainstreet Government Center, 347 Central Avenue, Long Prairie, MN.
2. **Description of Location:** The Hands of Hope leased area is a 16' X 32' area in the Main Street Government Building located to the south of the easy entry or in the southeast corner of the Main Street Government building. This is an open 512 square feet area of office space.
3. **Term:** The term of this Lease shall be from 01/01/2027 to 12/31/2027. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in writing signed by both parties. It is agreed that unless the parties arrive at a new lease on or before October 31st this lease shall continue under the same terms of the current lease, at the option of the Lessor until a new agreement is agreed upon.
4. **Rent:** The Lessee agrees to annually pay to the Lessor \$4,505.08 as rent for the Premises starting January 1, 2027, which rent shall be paid annually in four (4) installments of \$1126.27 to the Lessor, respectively, before January 1, 2027; April 1, 2027; July 1, 2027; and September 1, 2027. Lessor shall communicate any proposed rent adjustment for 2028 to Lessee no later than September 30, 2027.
5. **Possession:** Under the terms of this lease, the lessee shall have sole possession of the Premises as outlined in Para. 1.
6. **Insurance:** The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee's own contents. Lessee shall provide liability insurance and provide proof of coverage upon Lessor's request.
7. **Hold Harmless Agreement:** The Lessee agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of any activities on the lease Premises for the contract period.
8. **Applicable Law:** This Lease shall be interpreted and governed according to the laws of the State of Minnesota, without regard to its choice of law provisions. Minnesota shall be the forum for any lawsuits or claims arising under this Lease.

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

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

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

To Lessee: Hands of Hope Resource Center
 107 2nd Street SE #102
 Little Falls, MN 56345

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

22. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.
23. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.
24. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.
25. Utilities: Where a checkmark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

Lessor	Lessee	N/A	
☒	☐	☐	Water
☒	☐	☐	Sewer
☒	☐	☐	Refuse Removal
☒	☐	☐	Electricity
☒	☐	☐	Heating and Cooling Systems
☒	☐	☐	Maintenance and Upkeep
☒	☐	☐	Carpeting
☒	☐	☐	Lighting Fixtures
☐	☒	☐	Telephone Installation, Service, Billing and Long-Distance Charges
☐	☒	☐	Cable Television, Internet Connectivity
☒	☐	☐	Snow Removal

Lessee shall furnish and pay for any other services or supplies it desires for which responsibility is not designated above.

Lessor offers telephone service at actual line charges per line per month plus actual usage which will be billed on a monthly basis.

Lessor offers network service at \$80.00 per user annually.

Lessee is responsible for charges as a result of network or phone connection should the Lessee choose not to use the County's network and phone.

26. Default: Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction.
27. Lessor's Covenants: Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water, and a sound physical structure, and to maintain the grounds.
28. Access: Lessee shall have non-exclusive access to all common areas, including hallways, restrooms and the kitchen/break room and exterior of the building. Lessee shall have the right on a first come first served basis to reserve room space in any office designated as "common" office space and meeting rooms.
29. Documentation: Lessor shall provide to Lessee at the time of signature of this Lease a completed

and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.

30. Alterations: Any alterations that the Lessee desires to make to Premises shall be made at the Lessee's own expense after having first obtained written approval and consent of the Lessor, and all such alterations, additions and changes, which shall include erection of any states, electric writing or lighting systems, are to immediately merge and become a permanent part of realty, and all interest of Lessee therein shall become immediately vested in Lessor.

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

COUNTY OF TODD

HANDS OF HOPE RESOURCE CENTER

By: _____
Bob Byers
Todd County Board Chair

By: _____
Stephanie Och
Executive Director

APPROVED AS TO FORM:

By: _____
John Lindemann
Todd County Attorney