WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

BOARD OF COMMISSIONERS
Regular Board Meeting Agenda

Tuesday, November 17, 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
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 - November 2, 2026	
4.2	Gambling Permit - Sauk Valley Gobblers 02/27/2027	
4.3	Gambling Permit - Sauk Valley Gobblers 04/10/2027	
4.4	3.2 Malt Liquor License - Swanville/Sobieski Lions 02/27/2027	
4.5	Accept the resignation of Brayden Leners, Seasonal Recreation 10/09/2026	
4.6	Accept the resignation of Eric Dahl, Seasonal Recreation 10/09/2026	
4.7	Hire Social Worker - Colin Wray Start date: TBD	
4.8	Hire Care Coordinator - Christine Kahl Start date: TBD	
5	**County Auditor-Treasurer**	9:05
5.1	Auditor Warrants - October 2026	
5.2	Commissioner Warrants	
5.3	Health & Human Services Commissioner Warrants	
5.4	Health & Human Services SSIS Warrants	
6	**Public Works**	9:10
6.1	Final Payment Authorization - 2026 Highway Construction Contract	
6.2	Final Payment Authorization - 2025 Bridge Construction Contract	
6.3	2027 Bridge Priority Replacement List	
6.4	Final Payment Authorization - 2026 Gravel Surfacting Contract	
7	**MIS**	9:15
7.1	Approve Information Systems Use Policy	
8	**Planning & Zoning**	9:20
8.1	November Planning Commission Information	
8.2	Kesslers Bay Preliminary Plat	
8.3	Birkholtz Request for CUP	
8.4	Samuel Yoder Request for CUP	
8.5	Emery C. Miller Request for CUP	
8.6	Atlee Hershberger Request for CUP	
8.7	Eastwood Estates Plat Two	
8.8	Paul Hershberger Request for CUP	
8.9	Miller Request for Rezoning	
8.10	2027 Todd County Planning and Zoning Fee Schedule Public Hearing	

over

9		**Health & Human Services**	9:35
	9.1	Hire Public Health Nurse - Samantha Gorka-Bollin Start date: TBD	
	9.2	STEP Purchase of Service and Host County contract renewal and update	
	9.3	Rural MN CEP Employment Services contract renewal	
	9.4	Northern Pines Purchase of Service Agreement renewal	
10		**Administration**	9:45
	10.1	Northern Pines Mental Health 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 :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-01**

Agenda Topic Title for Publication:	**Meeting Minutes Approval - November 2nd, 2026**	
Date of Meeting: November 17th, 2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasuer		
Background: *Supporting Documentation enclosed* ☒		
Minutes for the following meetings are attached: November 2nd, 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 November 2nd, 2026 as presented.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

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Minutes of the Meeting of the Todd County Board of Commissioners held on November 2nd, 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 2nd day of November, 2026 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance. All Commissioners were present.

Approval of Agenda

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

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for October 20th, 2026 as presented.

Approve the resignation of Administrative Assistant I Marisol Garcia Rodriguez, effective October 28th, 2026.

Commissioners

The Todd County Board of Commissioners recognized the 3rd Quarter 2026 Service Awards for County Employees' valuable service.

Auditor-Treasurer

On motion by Becker and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404753 through 404777 in the amount of $20,105.37 and (Regular) 60200 through 60238 in the amount of $62,092.75 for a total of $82,198.12.

On motion by Noska and second by Neumann, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 807973 through 808001 and (Regular) 714622 through 714657 for a total of $32,915.47.

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) 602143 through 602150 and (Regular) 519154 through 519162 for a total amount of $69,284.74.

Public Works

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

Final Payment Authorization – 2026 HSIP Striping Contract

WHEREAS, the contract with Century Traffic for the 2026 HSIP Striping Contract known as SP 077-070-017 located on various routes in Todd County, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled for and completed in 2026 with the value of the total work certified being $143,941.30, and;

WHEREAS, partial payments amounting to $136,744.23, have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that $7,197.07 remains to be paid to Century Traffic.

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

City of Long Prairie

The City of Long Prairie along with Kent Louwagie, Bolton & Menk provided an overview of the Proposal for Soldier's Field Park Plan which includes a Splash Pag which was the #1 project recommendation for the use of the MPCA Settlement Funds.

On motion by Byers, the agenda item to approve the proposal of the Soldier's Field Park Plan was tabled.

Solid Waste

On motion by Denny and second by Neumann, the following motion was introduced and adopted by unanimous vote: Authorize Solid Waste Director to sign the five-year SCORE Grant Agreement via Docusign.

Administration

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve authorization to apply for the 3rd Party Reimbursement Grant through Sourcewell.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that absentee voting for the State General Election has surpassed 1,000 voters so far. Election day poll locations open at 7:00AM with a couple exceptions. A reminder that Ag Taxes are due November 15th.

County Attorney's Report

The County Attorney reported receiving a scholarship to cover the cost of an upcoming conference.

County Coordinator's Report

The County Coordinator reported attending meetings including Personnel, District 4, SWCD, MCIT Training and expressed thanks to the Auditor/Treasurer's staff for their election work.

County Commissioner's Report

The Commissioners reported on meetings and events attended.
Commissioner Denny attended meetings including Prairie Lakes, Personnel, SWCD, Data Center Informational Meeting.
Commissioner Becker attended meetings including Historical Society Museum Tour, Region V, Crow Wing Watershed, and District 4.

Commissioner Byers attended meetings including the Data Center Informational Meeting, Tri-Cap, TWCC and AMC District 4.
Commissioner Neumann attended meetings including Historical Society Museum Tour, Sauk River Watershed, and AMC District 4.
Commissioner Noska attended meetings including the law library and Fair Board.

Recess

On motion by Becker and second by Neumann, the meeting was recessed until November 17th, 2026.

COMMISSIONER WARRANTS

VENDOR NAME		AMOUNT
AMERICAN STATE EQUIPMENT CO. INC	$	2,995.15
AULDS COMMUNICATIONS	$	3,244.42
ELECTION SYSTEMS & SOFTWARE INC	$	12,757.00
JERRY'S AUTO BODY	$	3,577.52
LIBERTY TIRE SERVICES LLC	$	2,640.40
LITTLE FALLS MACHINE INC	$	3,508.71
LONG PRAIRIE LEADER	$	10,265.00
M-R SIGN COMPANY INC	$	7,945.75
NORTHSTAR PLUMBING, HEATING, & AIR	$	5,008.93
NUSS TRUCK & EQUIPMENT	$	2,686.57
TREVIPAY	$	2,799.00
WADENA ASPHALT CO	$	3,340.00
52 PAYMENTS LESS THAN 2000	$	21,429.67
Total:	$	82,198.12

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME		AMOUNT
HERZOG PROPERTY MANAGEMENT LLC	$	3,275.00
V#18405 - RENT	$	3,675.00
3 PAYMENTS LESS THAN 2000	$	193.27
VENDOR #18412	$	3,265.20
TODD COUNTY ATTORNEY'S OFFICE	$	2,498.80
58 PAYMENTS LESS THAN 2000	$	20,008.20
Total:	$	32,915.47

VENDOR NAME		AMOUNT
GREATER MN FAMILY SRVS INC	$	5,615.96
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	$	2,342.40
MINNESOTA DIRECT CARE & TREATMENT	$	32,874.66
NORTHERN PINES MENTAL HLTH CTR INC	$	12,725.77
PRODUCTIVE ALTERNATIVES INC	$	2,323.77
STEP	$	6,096.80
11 PAYMENTS LESS THAN 2000	$	7,305.38
Total:	$	69,284.74

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Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-02**

Agenda Topic Title for Publication:	**Gambling Permit - Sauk Valley Gobblers**	
Date of Meeting: November 17th, 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 Sauk Valley Gobblers to hold a raffle event at the Diamond Point in Birchdale Township at the address of 12867 Bayview Dr, Sauk Centre, MN on February 27th, 2027.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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COUNTY OF TODD}
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Seal

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GAMBLING PERMIT – SAUK VALLEY GOBBLERS

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Sauk Valley Gobblers through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Sauk Valley Gobblers to hold a raffle event at Diamond Point in Birchdale Township at the address 12867 Bayview Dr, Sauk Centre, MN on February 27th, 2027.

WHERE THE FOREST MEETS THE PRAIRIE
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Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-03**

Agenda Topic Title for Publication:	**Gambling Permit - Sauk Valley Gobblers**	
Date of Meeting: November 17th, 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 Sauk Valley Gobblers to hold a bingo and raffle event at the Diamond Point in Birchdale Township at the address of 12867 Bayview Dr, Sauk Centre, MN on April 10th, 2027.

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

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

Auditor/Treasurer Archival Purposes Only:

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

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GAMBLING PERMIT – SAUK VALLEY GOBBLERS

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Sauk Valley Gobblers through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Sauk Valley Gobblers to hold a bingo and raffle event at Diamond Point in Birchdale Township at the address 12867 Bayview Dr, Sauk Centre, MN on April 10th, 2027.

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Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-04**

Agenda Topic Title for Publication:	**3.2 Malt Liquor License - Swanville/Sobieski Lions**	
Date of Meeting: November 17th, 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 with the Auditor-Treasurer's Office		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve a One Day On Sale 3.2 Malt Liquor License for the Swanville/Sobieski Lions on the Long Lake in Burnhamville Township effective February 27th, 2027.		

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

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

Auditor/Treasurer Archival Purposes Only:

Action Taken:	**Voting in Favor**	**Voting Against**
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
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Agenda Topic Title for Publication:	**Accept the resignation of Brayden Leners Seasonal Recreation**	
Date of Meeting: 11/17/2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: *Supporting Documentation enclosed* ☐		
Accept the resignation of Brayden Leners- seasonal recreation employee effective 10/9/2026		
Options:		
1- Accept the resignation of Brayden Leners		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Accept the resignation of seasonal recreation employee Brayden Leners effective 10/9/2026.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

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Agenda Topic Title for Publication:	**Accept the resignation of Eric Dahl Seasonal Recreation**	
Date of Meeting: 11/17/2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: *Supporting Documentation enclosed* ☐		
Accept the resignation of Eric Dahl- seasonal recreation employee effective 10/9/2026		
Options:		
1- Accept the resignation of Eric Dahl		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Accept the resignation of seasonal recreation employee Eric Dahl effective 10/9/2026.		

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

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

Auditor/Treasurer Archival Purposes Only:

Action Taken:	**Voting in Favor**	**Voting Against**
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
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Agenda Topic Title for Publication:	**Hire Social Worker - Colin Wray**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 mins	☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: *Supporting Documentation enclosed* ☐		
An open Social Worker position exists within the Adult Services Unit. Interviews were conducted and it is recommended to hire applicant Colin Wray to fill the open position. Start date: TBD		
Options:		
1. To approve the hire of Colin Wray to fill the open Social Worker position. Grade I/9, Step A, $33.21. Start date: TBD **2. Not approve.**		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the hire of Colin Wray to fill the open Social Worker position. Grade I/9, Step A, $33.21. Start date: TBD		

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 33.21/hr **Grade I/9, Step A** **Funding Source(s):** 11 - Social Services	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

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Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-08**

Agenda Topic Title for Publication:	**Hire Care Coordinator - Christine Kahl**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 mins	☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		

Background: *Supporting Documentation enclosed* ☐

An open Care Coordinator position exists within the Adult Services Unit. Interviews were conducted and it is recommended to hire applicant Christine Kahl to fill the open position. Start date: TBD.

Options:

1. To approve the hire of Christine Kahl to fill the open Care Coordinator position. Grade I/9, Step B, $34.14. Start date: TBD
2. Not approve.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the hire of Christine Kahl to fill the open Care Coordinator position. Grade I/9, Step B, $34.14. Start date: TBD

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 34.14/hr **Grade I/9, Step B** **Funding Source(s):** 21-Public Health	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-09**

Agenda Topic Title for Publication:	**Auditor Warrants - October 2026**	
Date of Meeting: November 17th, 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 October 2026 Auditor Warrants number (ACH) 906377 through 906491 in the amount of $9,314,982.81 (Manual) 1531 through 1577 in the amount of $3,272,658.70 and (Regular) 247148 through 247318 in the amount of $1,574,720.22 for a total of $14,162,361.73.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Auditor Warrants for Publication
October 2026

Vendor Name	Amount
AFSCME COUNCIL 65	$ 4,659.83
GREAT RIVER REGIONAL LIBRARY	$ 90,634.25
HY-TEC CONSTRUCTION	$ 155,800.00
LONG PRAIRIE SANITATION INC	$ 4,673.25
METROPOLITAN LIFE INSURANCE COMPANY	$ 15,299.76
REGENTS OF THE UNIV OF MN	$ 45,062.50
STAPLES ADVANTAGE	$ 3,590.01
VERIZON	$ 6,331.56
WIDSETH SMITH NOLTING INC	$ 11,998.75
37 PAYENTS LESS THAN 2000	$ 18,499.68
ANOKA CO GOVERNMENT CENTER	$ 8,375.00
BECKER COUNTY ENVIRONMENTAL SERVICES	$ 3,610.50
CENTRA CARE	$ 13,350.31
CITY OF STAPLES	$ 358,592.46
COUNTIES PROVIDING TECHNOLOGY	$ 7,448.00
DSC COMMUNICATIONS	$ 2,106.50
FLEET SERVICES/WEX BANK	$ 11,991.30
G S EQUIPMENT INC	$ 4,100.00
KANATI LAND MANAGEMENT	$ 2,450.00
MINNESOTA POWER	$ 19,380.73
MN DEPT OF FINANCE	$ 8,049.50
PETERS LAW OFFICE, P.A.	$ 8,150.00
POPE DOUGLAS SOLID WASTE MANAGEMENT	$ 33,731.24
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	$ 98,136.20
STEP	$ 13,081.25
VOYANT COMMUNICATIONS, LLC	$ 3,257.48
WATERGUARDS LLC	$ 9,932.25
WEST CENTRAL REG JUVENILE CTR	$ 2,660.00
WEST CENTRAL TECH SERVICE AREA	$ 26,753.84
WIDSETH SMITH NOLTING INC	$ 2,018.75
42 PAYMENTS LESS THAN 2000	$ 17,685.15
ANOKA CO GOVERNMENT CENTER	$ 8,375.00
BIG SWAN LAKE IMPROVEMENT ASSOCIATION	$ 242,326.73
BJORKLUND/BRIAN	$ 19,300.00
DOUGLAS SWCD	$ 38,400.10
GALLAGHER BENEFIT SERVICES INC	$ 2,000.00
KNEISL/JASON & KAYLA	$ 3,705.00
METROPOLITAN LIFE INSURANCE COMPANY	$ 14,950.60
MINNESOTA ENERGY RESOURCES CORP	$ 23,304.79
MORRISON CO DEPT OF PUB WORKS	$ 111,267.90
MORRISON COUNTY	$ 41,742.30
RIEFFER/JOEL AND GAIL	$ 28,965.90
TRAMPUSCH/KARL	$ 12,758.50
TRISKO HEATING AND PLUMBING INC	$ 2,514.95
WADENA COUNTY HUMAN SERVICES	$ 13,640.00
WESTERBERG/CHRIS	$ 37,034.82
44 PAYMENTS LESS THAN 2000	$ 18,837.92
AMERICINN - SAUK CENTRE	$ 4,310.54
BULLET PROOF MECHANICAL SERVICE INC.	$ 3,677.93
GOVERNMENT MANAGEMENT GROUP	$ 5,500.00
HOST CONSTRUCTION CO LLC	$ 5,675.00
IDEAL CONSTRUCTION LLC	$ 8,820.00
LAKES AREA BLASTING	$ 2,500.00
LIBERTY TIRE SERVICES LLC	$ 2,270.60
LONG PRAIRIE OIL COMPANY	$ 10,803.51
OTTER TAIL COUNTY PROBATION	$ 16,000.00
PETERS LAW OFFICE, P.A.	$ 2,096.25
51 PAYMENTS LESS THAN 2000	$ 19,012.28
BIG SWAN LAKE IMPROVEMENT DIST.	$ 6,044.37
CITY OF BERTHA	$ 121,011.80
CITY OF BROWERVILLE	$ 172,613.77
CITY OF BURTRUM	$ 12,345.89
CITY OF CLARISSA	$ 86,713.32
CITY OF EAGLE BEND	$ 166,035.24
CITY OF GREY EAGLE	$ 78,181.13
CITY OF HEWITT	$ 30,057.26
CITY OF LONG PRAIRIE	$ 848,947.52
CITY OF OSAKIS	$ 119,372.41
CITY OF STAPLES	$ 472,842.23
CITY OF WEST UNION	$ 6,274.36
REGION V DEVELOPMT COMMISSION	$ 13,356.34

Auditor Warrants for Publication
October 2026

Vendor Name	Amount
SAINT PAUL PORT AUTHORITY	$ 4,368.56
SAUK RIVER WATER SHED DISTRICT	$ 46,623.44
SCHOOL DISTRICT 213	$ 470,631.71
SCHOOL DISTRICT 2155	$ 3,023.62
SCHOOL DISTRICT 2170	$ 800,010.00
SCHOOL DISTRICT 2753	$ 1,411,467.09
SCHOOL DISTRICT 486	$ 505,187.16
SCHOOL DISTRICT 487	$ 3,432.03
SCHOOL DISTRICT 740	$ 67,789.77
SCHOOL DISTRICT 743	$ 716,828.75
SCHOOL DISTRICT 786	$ 316,454.41
SCHOOL DISTRICT 787	$ 778,260.59
SCHOOL DISTRICT 818	$ 28,363.52
TOWN OF BARTLETT	$ 38,190.31
TOWN OF BERTHA	$ 44,431.91
TOWN OF BIRCHDALE	$ 238,865.06
TOWN OF BRUCE	$ 88,870.76
TOWN OF BURLEENE	$ 26,139.10
TOWN OF BURNHAMVILLE	$ 87,983.67
TOWN OF EAGLE VALLEY	$ 41,621.04
TOWN OF FAWN LAKE	$ 67,704.59
TOWN OF GERMANIA	$ 30,707.70
TOWN OF GORDON	$ 106,846.35
TOWN OF GREY EAGLE	$ 118,990.89
TOWN OF HARTFORD	$ 88,765.25
TOWN OF IONA	$ 31,332.72
TOWN OF KANDOTA	$ 54,499.89
TOWN OF LESLIE	$ 91,536.09
TOWN OF LITTLE ELK	$ 32,390.10
TOWN OF LITTLE SAUK	$ 63,646.33
TOWN OF LONG PRAIRIE	$ 76,772.39
TOWN OF MORAN	$ 35,583.67
TOWN OF REYNOLDS	$ 30,702.44
TOWN OF ROUND PRAIRIE	$ 79,400.69
TOWN OF STAPLES	$ 89,382.00
TOWN OF STOWE PRAIRIE	$ 48,968.47
TOWN OF TURTLE CREEK	$ 30,028.91
TOWN OF VILLARD	$ 95,727.77
TOWN OF WARD	$ 45,403.90
TOWN OF WEST UNION	$ 42,322.41
TOWN OF WYKEHAM	$ 62,525.58
4 PAYMENTS LESS THAN 2000	$ 2,926.08
PUBLIC EMPLOYEE RETIREMENT	$ 100,644.53
VOYA (MSRS)	$ 4,709.00
BETTER HEALTH COLLECTIVE	$ 32,113.60
PUBLIC EMPLOYEE RETIREMENT	$ 6,289.17
BETTER HEALTH COLLECTIVE	$ 316,846.00
BETTER HEALTH COLLECTIVE	$ 308,006.00
MN DEPT OF REVENUE	$ 3,247.00
PAYCOM PAYROLL, LLC	$ 3,460.31
PAYCOM PAYROLL, LLC	$ 40,674.81
PAYCOM PAYROLL, LLC	$ 589,486.66
VOYA (MSRS)	$ 4,991.46
PUBLIC EMPLOYEE RETIREMENT	$ 100,726.52
WEX HEALTH INC - HSA	$ 41,505.04
COUNTY OF TODD	$ 2,282.46
WEX HEALTH INC - HSA	$ 4,117.44
PUBLIC EMPLOYEE RETIREMENT	$ 6,329.22
MN DEPT OF REVENUE	$ 77,737.86
US BANK-CC	$ 9,008.29
PAYCOM PAYROLL, LLC	$ 3,535.07
MN DEPT OF REVENUE	$ 779,024.11
VOYA (MSRS)	$ 4,601.32
PUBLIC EMPLOYEE RETIREMENT	$ 107,768.66
WEX HEALTH INC (HSA)	$ 16,181.29
COUNTY OF TODD	$ 2,494.96
PAYCOM PAYROLL, LLC	$ 631,991.87
PAYCOM PAYROLL, LLC	$ 40,672.29
PUBLIC EMPLOYEE RETIREMENT	$ 6,183.38
HUMANA INSURANCE COMPANY	$ 8,264.21
21 PAYMENTS LESS THAN 2000	$ 19,766.17

Auditor Warrants for Publication
October 2026

Vendor Name	Amount
TOTAL:	$ 14,162,361.73

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-10**

Agenda Topic Title for Publication:	**Approve Commissioner Warrants**	
Date of Meeting: November 17th, 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) 404778 through 404809 in the amount of $41,381.10 and (Regular) 60239 through 60280 in the amount of $94,214.57 for a total of $135,595.67.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

**** Todd County ****

WARRANTS FOR PUBLICATION

Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****

WARRANTS FOR PUBLICATION

Warrants Approved On 11/17/2026 For Payment 11/20/2026

Vendor Name	Amount
AMAZON CAPITAL SERVICES	2,392.70
ARC ELECTRIC SERVICE	2,407.65
CAMFIL USA, INC.	2,627.84
COMPASS MINERALS AMERICA	11,017.00
DLT SOLUTIONS INC	6,107.70
DOHERTY STAFFING SOLUTIONS	3,326.82
DS SOLUTIONS, INC	4,705.00
EAGLE BEND WELDING	12,349.44
FARM-RITE EQUIPMENT, INC	2,776.61
LITTLE FALLS MACHINE INC	5,620.71
LONG PRAIRIE LEADER	2,215.00
MIDSTATES EQUIPMENT & SUPPLY INC	19,335.54
MINNESOTA POLLUTION CONTROL AGEN	25,942.25
NORTHERN STAR COOP	3,657.16
NORTHERN STAR COOP	4,293.97
POMP'S TIRE SERVICE INC	2,243.60
PRAIRIE VIEW DIESEL REPAIR	2,026.87
STREICHER'S	2,584.69
ULINE	3,169.87
WAGNER ELECTRIC LLC	4,553.00
54 Payments less than 2000	12,242.25
Final Total:	135,595.67

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WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-11**

Agenda Topic Title for Publication:	**Health & Human Services Commissioner Warrants**	
Date of Meeting: November 17th, 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) 808002 through 808039 and (Regular) 714658 through 714694 for a total of $147,122.95.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Warrants for Publication

Payment Date: **11/20/2026** **Approval Date:** **11/17/2026**

Vendor name or #	**Amount**	
Children Youth & Families Dept	2082.00	
V#11537	3796.00	Refund social security benefit check
DHS - SWIFT	78617.37	
Rural MN CEP INC	21481.54	
	$27,228.97	63 Pymts less than $2000
Final Total	**$133,205.88**	

**** Todd County ****

WARRANTS FOR PUBLICATION

Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****

WARRANTS FOR PUBLICATION

Warrants Approved On 11/17/2026 For Payment 11/20/2026

Vendor Name	Amount
V#16352-RENT	2,000.00
MORRISON COUNTY HEALTH & HUMAN SERVICES	5,104.03
PICKED AND PRESERVED	3,750.00
5 Payments less than 2000	3,063.04
Final Total:	13,917.07

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WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-12**

Agenda Topic Title for Publication:	**Health & Human Services SSIS Warrants**	
Date of Meeting: November 17th, 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) 602151 through 602160 and (Regular) 519163 through 519182 for a total amount of $44,276.54.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Warrants for Publication

Payment Date: **11/20/2026** **Approval Date:** **11/17/2026**

Vendor name or #	**Amount**	
CHILDREN'S HOME & LSS LLC	3534.62	
COMMUNITY AND FAMILY SRVS LLC	6137.50	
# 18340	7783.48	Foster care provider
MERIDIAN SERVICES INC	2162.95	
NEXUS - KINDRED FAMILY HEALING	4851.03	
PORT GROUP HOMES	5405.66	
# 9819	2405.51	Foster care provider
	$11,995.79	23 Pymts less than $2000
Final Total	**$44,276.54**	

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-13**

Agenda Topic Title for Publication:	**Final Payment Authorization - 2026 Highway Construction Contract**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda

Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer

Background: *Supporting Documentation enclosed* ☒

See attached resolution for background information.

Options:

#1 Appprove the attached resolution.
#2 Do not approve the attached resolution.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the attached resolution for Final Payment Authorization - 2026 Highway Construction Contract.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 252,301.14 **Funding Source(s):** Federal & State Aid, Sales Tax and Local Levy	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Final Payment Authorization – 2026 Highway Construction Contract

WHEREAS, the contract with Central Specialties Inc. for the 2026 Highway Construction Contract known as SP 077-602-021, SP 077-611-036, SAP 077-648-005, CP 26:98, CP 26:104, and CP 77-26-01 located on various routes in Todd County, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled and completed in 2026 with the value of the total work certified being $5,046,022.87, and;

WHEREAS, partial payments amounting to $4,793,721.73, have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that $252,301.14 remains to be paid to Central Specialties Inc.

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

Todd County, MN
44 Riverside Dr, Long Prairie, MN
56347

Contract Number: 202601
Final Pay Request Number: 4

Project Number	Project Description
CP 26:98	CR 98 FDR and Bituminous Surfacing with Mill & Overlay
CP 26:104	CR 104 FDR and Bituminous Surfacing with Mill & Overlay
CP 77-26-01	Miscellaneous Patching, Shouldering, Pipe Replacement, and Liner Pipe Grouting
SAP 077-648-005	CSAH 48 Mill & Bituminous Overlay
SP 077-602-021	CSAH 2 FDR and Bituminous Surfacing with Mill & Overlay
SP 077-611-036	CSAH 11 FDR and Bituminous Surfacing with Mill & Overlay

Contractor: Central Specialties Inc. 6325 Co Rd 87 SW Alexandria, MN 56308	**Vendor Number:** **Up To Date:** 07/21/2026

Contract Amount		**Funds Encumbered**	
Original Contract	$5,068,251.05	Original	$5,068,251.05
Contract Changes	$53,749.80	Additional	N/A
Revised Contract	$5,122,000.85	Total	$5,068,251.05

Work Certified To Date	
Base Bid Items	$4,992,273.07
Contract Changes	$53,749.80
Material On Hand	$0.00
Total	$5,046,022.87

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 26:98	$0.00	$389,120.09	$0.00	$369,664.09	$19,456.00	$389,120.09
CP 26:104	$0.00	$528,113.80	$0.00	$501,708.11	$26,405.69	$528,113.80
CP 77-26-01	$0.00	$397,519.59	$0.00	$377,643.62	$19,875.97	$397,519.59
SAP 077-648-005	$0.00	$549,616.84	$0.00	$522,136.00	$27,480.84	$549,616.84
SP 077-602-021	$0.00	$1,576,293.27	$0.00	$1,497,478.60	$78,814.67	$1,576,293.27
SP 077-611-036	$0.00	$1,605,359.28	$0.00	$1,525,091.31	$80,267.97	$1,605,359.28

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$5,046,022.87	$0.00	$4,793,721.73	$252,301.14	$5,046,022.87
		Percent: Retained: 0%			Percent Complete: 98.52 %
					Amount Paid this Final Pay Request: $252,301.14

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By:

Loren Fellbaum
Todd County Engineer

Date:

Approved By:

Central Specialties Inc.
Contractor

Date: 10/27/26

Project No. : SP 077-602-021 & Others
Final Pay Request No. : 4
Contract No.: 202601

Certificate of Final Contract Acceptance
Final Voucher Number: 4

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ Todd County Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $5,046,022.87 and agrees to the amount of $252,301.14 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Central Specialties Inc. By _____

And _____ And _____ State of, Minnesota

On This 27 Day October, 2026, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Jarrod Felton And Ross Larson, to me personally known, who, being each by me duly sworn each did say that they are respectively the President and Vice President of the Central Specialties _____ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its Boards of Directors and said President and Vice President acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Douglas County

Seal Expires 1-31-30 Signature Nancy J Knight

NANCY J KNIGHT
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-14**

Agenda Topic Title for Publication:	**Final Payment Authorization - 2025 Bridge Construction Contract**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda

Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer

Background: *Supporting Documentation enclosed* ☒

See attached resolution for background information.

Options:

#1 Appprove the attached resolution.
#2 Do not approve the attached resolution.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the attached resolution for Final Payment Authorization - 2025 Bridge Construction Contract.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 100,663.30 **Funding Source(s):** State Bond, Town Bridge and Township Funds	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Final Payment Authorization – 2025 Bridge Construction Contract

WHEREAS, the contract with Landwehr Construction Inc. for the 2025 Bridge Construction Contract known as SAP 077-599-065 and SAP 077-599-067 located on various township roads in Todd County, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled in 2025 and completed in 2026 with the value of the total work certified being $1,075,687.33, and;

WHEREAS, partial payments amounting to $975,024.03, have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that $100,663.30 remains to be paid to Landwehr Construction Inc.

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

Todd County, MN
44 Riverside Dr, Long Prairie, MN
56347

Contract Number: 202505
Final Pay Request Number: 5

Project Number	Project Description
SAP 077-599-065	171st Avenue Box Culvert
SAP 077-599-067	470th Street Box Culvert

Contractor: Landwehr Construction, Inc. PO Box 1086 St. Cloud, MN 56302	**Vendor Number:** **Up To Date:** 10/08/2026

Contract Amount		**Funds Encumbered**	
Original Contract	$1,037,208.75	Original	$1,037,208.75
Contract Changes	$48,846.25	Additional	N/A
Revised Contract	$1,086,055.00	Total	$1,037,208.75

Work Certified To Date	
Base Bid Items	$1,026,841.08
Contract Changes	$48,846.25
Material On Hand	$0.00
Total	$1,075,687.33

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 077-599-065	$48,846.25	$518,089.34	$0.00	$445,780.94	$72,308.40	$518,089.34
SAP 077-599-067	$500.00	$557,597.99	$0.00	$529,243.09	$28,354.90	$557,597.99

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$49,346.25	$1,075,687.33	$0.00	$975,024.03	$100,663.30	$1,075,687.33
	Percent: Retained: 0%				Percent Complete: 99.05 %
					Amount Paid this Final Pay Request: $100,663.30

Todd County, MN
44 Riverside Dr, Long Prairie, MN
56347

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By:

_____
Loren Fellbaum
Todd County Engineer

Date:_____

Approved By:

Landwehr Construction, Inc.
Contractor

Date: 11/2/26

Project No. : SAP 077-599-065 & SAP 077-599-067
Final Pay Request No. : 5
Contract No.: 202505

Certificate of Final Contract Acceptance
Final Voucher Number: 5

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ Todd County Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $1,075,687.33 and agrees to the amount of $100,663.30 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Landwehr Construction, Inc. By Derek Burggraff

And _____ And _____ State of ,

On This 2nd Day November, 2026, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Derek Burggraff and _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the V. P. and _____ of the

Landwehr Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

Board of Directors and said Derek Burggraff and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal — My Commission as Notary Public in Steams County Expires 1/31/31 Signature _____

SHERRI LEA ALBRITTON
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2031

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-15**

Agenda Topic Title for Publication:	**2027 Bridge Priority Replacement List**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda

Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer

Background: *Supporting Documentation enclosed* ☒

See attached resolution for background information.

Options:

#1 Appprove the attached resolution.
#2 Do not approve the attached resolution.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the attached resolution for the 2027 Master Bridge Priority Replacement List.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 0.00 **Funding Source(s):** Fund 3	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Revised 01/2026

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

2027 Master Bridge Priority Replacement List

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

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

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

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

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

2027 TODD COUNTY MASTER BRIDGE PRIORITY REPLACEMENT LIST

Approved on 11/17/2026

Jurisdiction	*Road #*	*Bridge #*	*Year Built*	*LPI*	*Notes*	State Bond	Town Bridge	State Aid	Local	Total Cost	*Prop. Year*
Todd County	CSAH #16	77501	1960	63	-	$ 750,000	$ -	$ 750,000	$ -	$ 1,500,000	2028
Ward Township	281st Avenue	R0405	1949	52	-	$ -	$ 700,000	$ -	$ 20,000	$ 720,000	2028
Bertha Township	410th Street	L9447	1973	64	-	$ -	$ 500,000	$ -	$ 20,000	$ 520,000	2028
Todd County	CR #79	77510	1975	55	*Load Posted*	$ 800,000	$ -	$ -	$ 800,000	$ 1,600,000	TBD
Todd County	CSAH #10	77502	1963	63	-	$ 250,000	$ -	$ 250,000	$ -	$ 500,000	TBD
Todd County	CSAH #10	77503	1963	63	-	$ 250,000	$ -	$ 250,000	$ -	$ 500,000	TBD
Todd County	CSAH #18	77508	1967	67	-	$ 600,000	$ -	$ 600,000	$ -	$ 1,200,000	TBD
Todd County	CR #68	94265	1967	66	-	$ 250,000	$ -	$ -	$ 250,000	$ 500,000	TBD
Turtle Creek Township	Nighthawk Trail	R0406	1928	64	-	$ -	$ 500,000	$ -	$ 20,000	$ 520,000	TBD
Turtle Creek Township	Oak Ridge Road	L7069	1935	64	-	$ -	$ 500,000	$ -	$ 20,000	$ 520,000	TBD
Ward Township	Lagos Road	R0407	1926	68	-	$ -	$ 500,000	$ -	$ 20,000	$ 520,000	TBD
West Union Township	151st Avenue	L9536	1974	75	*Load Posted*	$ -	$ 700,000	$ -	$ 20,000	$ 720,000	TBD
Stowe Prairie Township	490th Street	77514	1983	84	*Load Posted*	$ -	$ 700,000	$ -	$ 20,000	$ 720,000	TBD

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-16**

Agenda Topic Title for Publication:	**Final Payment Authorization - 2026 Gravel Surfacing Contract**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda

Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer

Background: *Supporting Documentation enclosed* ☒

See attached resolution for background information.

Options:

#1 Approve attached resolution.
#2 Do not approve attached resolution.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve attached resolution for Final Payment Authorization - 2026 Gravel Surfacing Contract.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 8,934.28 **Funding Source(s):** Fund 3 - Local Option Sales Tax	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

FINAL PAYMENT AUTHORIZATION – 2026 GRAVEL SURFACING CONTRACT

WHEREAS, the contract with Swenson Aggregate & Construction, LLC for a 2026 Gravel Surfacing Contract known as CP 26:88 and CP 26:93 located on County Road 88 and County Road 93 in all things have been completed, and;

WHEREAS, construction work on this contract was scheduled and completed in 2026 with the value of the total work certified being $178,685.62, and;

WHEREAS, partial payments amounting to $169,751.34 have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that $8,934.28 remains to be paid to Swenson Aggregate & Construction, LLC.

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

Todd County, MN
44 Riverside Dr, Long Prairie, MN
56347

Contract Number: 202604

Final Pay Request Number: 2

Project Number	Project Description
CP 26:88	2026 Todd County Gravel Surfacing
CP 26:93	2026 Todd County Gravel Surfacing

Contractor: Swenson Aggregate & Const. LLC 1725 34th St SW Pine River, MN 56474	**Vendor Number:** **Up To Date:** 10/02/2026

Contract Amount		**Funds Encumbered**	
Original Contract	$178,405.00	Original	$178,405.00
Contract Changes	$0.00	Additional	N/A
Revised Contract	$178,405.00	Total	$178,405.00

Work Certified To Date	
Base Bid Items	$178,685.62
Contract Changes	$0.00
Material On Hand	$0.00
Total	$178,685.62

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 26:88	$0.00	$58,870.20	$0.00	$55,926.69	$2,943.51	$58,870.20
CP 26:93	$0.00	$119,815.42	$0.00	$113,824.65	$5,990.77	$119,815.42

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$178,685.62	$0.00	$169,751.34	$8,934.28	$178,685.62
	Percent: Retained: 0%				Percent Complete: 100.16 %
					Amount Paid this Final Pay Request: $8,934.28

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By:

_____
Loren Fellbaum
Todd County Engineer

Date:_____

Approved By:

Linda D Swenson Sec/Treas
Swenson Aggregate & Construction, LLC
Contractor

Date: Nov 5, 2026

Todd County, MN
44 Riverside Dr, Long Prairie, MN
56347

Project No. : CP 26:88 & CP 26:93
Final Pay Request No. : 2
Contract No.: 202604

Certificate of Final Contract Acceptance
Final Voucher Number: 2

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ Todd County Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $178,685.62 and agrees to the amount of $8,934.28 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Swenson Aggregate & Const. LLC By Wendy Swenson

And _____ And _____ State of, Minnesota .

On This 5th Day November, 2026, Before me appeared Wendy Swenson . To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

_____ And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the _____ and _____ of the

_____ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

_____ and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal My Commission as Notary Public in Cass County Expires 1-31-29 Signature _____

CARMEN R MCCOY
Notary Public
State of Minnesota
My Commission Expires
January 31, 2029

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-17**

Agenda Topic Title for Publication:	**Approve Information Systems Use Policy**	
Date of Meeting: 11/17/26	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: MIS		
Person Presenting Topic at Meeting: Lisa Parteka		

Background: *Supporting Documentation enclosed* ☒

The Information Systems Use policy was in need of updating. Updates were brought to the Policy Committee and to a Work Session on November 3rd, 2026.

Options:

1. To approve the updated Information Systems Use Policy.
2. Not to approve

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
To approve the Resolution Adopting the Information Systems Use Policy.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

RESOLUTION ADOPTING THE INFORMATION SYSTEMS USE POLICY

WHEREAS, the Todd County Board of Commissioners recognizes the importance of maintaining policies that protect County technology resources, information systems, and data assets, and ensure the secure, appropriate, and responsible use of technology throughout County operations, and;

WHEREAS, the County relies on information systems and technology resources to support daily operations and the delivery of services to residents, making the protection of County information and technology resources essential to maintaining the confidentiality, integrity, and availability of County information, and;

WHEREAS, the County's Information Systems Use Policy establishes requirements and responsibilities for the appropriate use of County technology resources, cybersecurity, access management, protection of information, incident response, and compliance with applicable laws, regulations, and security requirements, and;

WHEREAS, the proposed Information Systems Use Policy provides updated guidance and establishes expectations for employees, elected and appointed officials, contractors, vendors, and other authorized users who access or utilize County technology resources and information, and;

WHEREAS, the Todd County Policy Committee has reviewed the proposed Information Systems Use Policy and recommends its adoption, and;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby adopts the attached Todd County Information Systems Use Policy, effective November 17, 2026, and;

BE IT FURTHER RESOLVED, that this Resolution establishes the Todd County Information Systems Use Policy as the County's governing policy for the appropriate, secure, and responsible use of County technology resources and information, superseding any prior County Board actions, policies, or directives relating to the subject matter hereof.

Todd County

MINNESOTA



Todd County

Information Systems Use Policy

11/17/26

Revision Date

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Applies To

All County employees, elected officials, appointed officials, temporary employees, interns, volunteers, contractors, vendors, third-party service providers, and other authorized users who access, use, manage, or support County information systems, technology resources, or County information.

Article I Purpose

The purpose of this policy is to establish requirements for the secure, appropriate, and responsible use of County technology resources, information systems, and data assets.

This policy is intended to:

- Protect the confidentiality, integrity, and availability of County information and technology resources.
- Support County operations and services.
- Safeguard public and protected information.
- Reduce cybersecurity risks.
- Establish responsibilities for the appropriate use of County technology resources.
- Ensure compliance with applicable laws, regulations, contractual obligations, and County requirements.

Article II Scope

This policy applies to all County-owned, leased, managed, or authorized technology resources, including:

- Computers and workstations.

- Mobile devices.
- County networks and network-connected devices.
- Email and communication systems.
- Internet access.
- Cloud services.
- Applications and databases.
- Electronic records and information.
- Removable and electronic storage media.
- Artificial intelligence tools.
- Vendor-connected systems and services.

This policy applies regardless of whether access occurs on County property, remotely, or through an approved third-party service. It also applies regardless of where County information is stored, processed, accessed, or transmitted.

This policy applies to County information subject to additional legal, regulatory, contractual, privacy, or security requirements, including Criminal Justice Information (CJI) subject to applicable FBI Criminal Justice Information Services (CJIS) Security Policy requirements.

Additional standards and procedures may establish more specific requirements for particular information types, systems, users, or technology environments.

Where additional legal, regulatory, contractual, or security requirements apply, users and County departments shall comply with those requirements in addition to this policy. Where requirements appear to conflict, the matter shall be referred to the appropriate County authority for determination, unless applicable law or regulation establishes the controlling requirement.

Article IV Definitions

For purposes of this policy:

County Information means information created, received, maintained, or managed by or on behalf of the County in the course of County business.

County Technology Resources means County-owned, leased, managed, operated, or otherwise authorized technology systems, devices, networks, applications, services, and related resources.

User means any employee, elected or appointed official, temporary employee, intern, volunteer, contractor, vendor, or other individual authorized to access County technology resources or information.

Information Technology Department means the County department or organizational unit responsible for County information technology services and technology security.

CJI means Criminal Justice Information as defined by applicable CJIS requirements.

Security Incident means an actual or suspected event that may compromise the confidentiality, integrity, or availability of County systems or information or violate County security requirements.

Protected Information means information subject to legal, regulatory, contractual, privacy, security, or other requirements governing its access, use, disclosure, retention, or protection.

Approved means authorized through applicable County policy, standard, procedure, or designated approval process.

Article IV General Requirements and Governance

4.1 Policy Authority

This policy establishes the County's overarching requirements for the appropriate, secure, and responsible use of County technology resources and information.

The County shall maintain supporting standards and procedures to implement this policy and provide detailed requirements for the protection and use of County technology resources and information.

4.2 Requirements Hierarchy

County users shall comply with this policy and applicable supporting standards and procedures.

Where applicable law, regulation, contractual obligation, or mandatory security requirement establishes a more restrictive requirement, the more restrictive requirement shall apply unless otherwise prohibited by law.

Nothing in this policy authorizes conduct that would violate applicable law, regulatory requirements, contractual obligations, or mandatory security requirements.

Requirements applicable to specific information, systems, users, or technology resources may be established through additional County policies, standards, procedures, contracts, or other authorized requirements.

4.3 User Responsibility and Accountability

Access to County technology resources and information is provided for authorized purposes and is subject to compliance with applicable County requirements.

Users are responsible for:

- Protecting County information and technology resources within their control.

- Using County technology resources appropriately.
- Following applicable County policies, standards, and procedures.
- Protecting assigned credentials, equipment, and access mechanisms.
- Reporting suspected security incidents, policy violations, or other security concerns.
- Completing required training and acknowledgments.

4.4 User Acknowledgment

The County may require users to acknowledge their responsibility to comply with this policy and applicable County technology and security requirements as a condition of access to County technology resources.

The County may require periodic acknowledgment or confirmation of continued compliance.

4.5 Conditional Access

Access to County technology resources and information is granted based on authorized business need and may be modified, restricted, suspended, or removed when appropriate to protect County systems, information, operations, or security.

Access shall be managed in accordance with applicable County access-management requirements.

4.6 Exceptions

Exceptions to this policy or associated County technology and security standards shall be permitted only through the County's established exception process.

Exceptions shall be:

- Supported by a documented business justification.
- Limited to the minimum scope and duration necessary.
- Reviewed and approved by the appropriate County authority.
- Documented and periodically reviewed.

Exceptions shall not be used to circumvent applicable law, regulatory requirements, contractual obligations, or mandatory security requirements.

4.7 Protection of Regulated or Restricted Information

County information subject to additional legal, regulatory, contractual, privacy, or security requirements shall be handled in accordance with those requirements.

This includes, where applicable, Criminal Justice Information (CJI) subject to CJIS requirements.

Requirements applicable to CJI shall be established and maintained through the County's CJIS Security Standard and applicable CJIS procedures.

4.8 Third-Party Requirements

Third parties, contractors, vendors, volunteers, and other authorized users granted access to County technology resources or information shall comply with applicable County requirements and contractual obligations.

Additional requirements may be established through contracts, agreements, access authorizations, or applicable standards and procedures.

4.9 Supporting Standards and Procedures

The County shall maintain supporting standards and procedures addressing the implementation of this policy.

Standards and procedures may establish more specific requirements based on:

- Information sensitivity.
- Technology type.
- Business function.
- Security risk.
- Legal or regulatory requirements.
- Contractual obligations.
- Applicable CJIS requirements.
- Other operational considerations.

Article V Policy Requirements

5.1 Acceptable Use

County technology resources shall be used primarily for authorized County business purposes. Users shall use County technology resources in a lawful, professional, responsible, and secure manner and in accordance with applicable County policies, standards, procedures, and legal requirements.

Limited personal use may be permitted when authorized by County policy or departmental requirements, provided such use does not interfere with County operations, violate County requirements, or create an unreasonable security, legal, or operational risk.

Users Shall:

- Protect County technology resources and information.
- Use technology resources only for authorized purposes.
- Follow applicable County security policies, standards, and procedures.
- Protect accounts, credentials, devices, and information from unauthorized access.
- Report suspected security incidents, unauthorized access, or other security concerns promptly.
- Cooperate with authorized security, monitoring, compliance, and incident-response activities.

Users Shall Not:

- Access County systems or information without authorization.
- Share accounts, credentials, or authentication mechanisms.
- Introduce malicious software or other unauthorized technology.
- Circumvent, disable, or interfere with County security controls.
- Use County technology resources for unlawful or prohibited activities.
- Access, disclose, or use protected County information without authorization.

5.2 Email and Internet Use

County email and internet services shall be used appropriately, securely, and in accordance with County policies, standards, procedures, and applicable legal requirements.

Users shall protect County information, exercise appropriate care when using email and internet services, communicate professionally, and follow applicable records-management requirements.

Users shall not use County email or internet services in a manner that compromises County security, violates County requirements, or results in unauthorized access, disclosure, transmission, or use of County information.

5.3 Access Management

Access to County systems, applications, networks, and information shall be authorized based on job responsibilities, business need, and applicable security requirements.

Users shall access only the systems and information for which they are authorized and shall protect their assigned accounts and access credentials.

County access shall be managed in accordance with applicable County security standards, procedures, and legal or regulatory requirements.

5.4 Passwords and Authentication

Users shall protect passwords, authentication credentials, and other authentication mechanisms used to access County technology resources.

County systems shall use authentication methods appropriate to the sensitivity of the system and information being accessed.

Users shall follow County authentication standards and shall immediately report suspected credential compromise.

5.5 Awareness and Training

Authorized users shall complete required cybersecurity, privacy, technology, and security awareness training appropriate to their responsibilities and access.

Users shall comply with assigned training requirements and apply applicable security practices in the performance of their duties.

Additional training requirements may apply to users with access to specific systems, information, or regulated environments, including systems subject to CJIS requirements.

5.6 Social Media

County technology resources and social media activities shall be used in a manner that protects County information, maintains professional standards, and complies with applicable County policies and legal requirements.

Only authorized individuals may establish, administer, or represent the County through official County social media accounts.

Users shall not disclose protected County information, imply unauthorized County endorsement, or use County technology resources or social media in violation of County requirements.

5.7 Artificial Intelligence Use

Artificial intelligence and related technologies may be used for authorized County business purposes in accordance with County policies, standards, procedures, applicable law, and approved technology requirements.

Users shall protect County information when using artificial intelligence tools, verify AI-generated information before relying upon it, and remain responsible for decisions, communications, and work products produced with the assistance of AI.

Users shall not submit confidential, private, restricted, CJI, or other protected County information to unauthorized artificial intelligence tools.

5.8 Workstation Security

Users shall protect County workstations, computers, mobile devices, and other County technology equipment from unauthorized access, misuse, loss, theft, and compromise.

Users shall follow County requirements for workstation security, software, configuration, updates, maintenance, and physical protection.

Users shall not disable, circumvent, or interfere with County-configured security controls or management processes.

Users shall not install or use unauthorized software or applications on County-managed devices.

Users shall not use personal or unauthorized images, photographs, graphics, or other content as backgrounds, screensavers, or other display elements on County-managed devices.

5.9 Remote Work

Remote access to County technology resources shall be authorized, secure, and conducted in accordance with County policies, standards, procedures, and applicable security requirements.

Users working remotely shall protect County information, equipment, credentials, and systems from unauthorized access, disclosure, loss, or compromise.

County information shall be accessed remotely only through County-approved devices, connections, systems, and services.

5.10 Data Classification

County information shall be classified and handled according to its sensitivity, legal and regulatory requirements, business needs, and applicable security requirements.

Users shall protect County information in accordance with its assigned classification and shall not disclose, transmit, store, modify, or dispose of information except as authorized.

Information subject to additional legal, regulatory, contractual, privacy, or security requirements shall be handled in accordance with those requirements.

5.11 Incident Response

The County shall maintain processes to identify, report, investigate, contain, respond to, and recover from information security incidents.

Users shall promptly report suspected security incidents and shall cooperate with authorized incident-response activities.

Security incidents involving protected information or systems subject to additional legal, regulatory, contractual, or security requirements shall be handled in accordance with applicable requirements.

5.12 Vendor Access

Third-party access to County technology resources and information shall be authorized, limited to legitimate business needs, and managed in accordance with County security, contractual, and technology requirements.

Vendors and other third parties shall comply with applicable County security requirements while accessing County systems or information.

Vendor access shall be removed when it is no longer authorized or required.

5.13 Records Retention

County electronic records shall be created, maintained, retained, and disposed of in accordance with applicable County records-retention requirements, approved retention schedules, legal requirements, and records-management procedures.

Users shall preserve County records when required and shall not intentionally alter, conceal, or dispose of records outside approved processes.

5.14 Physical Security

Users shall protect County facilities, technology equipment, information, and other resources from unauthorized physical access, theft, damage, loss, and misuse.

Access to areas containing County technology resources or protected information shall be controlled in accordance with County security requirements.

Users shall follow established visitor, facility access, equipment protection, and physical security procedures.

5.15 Personally Owned Equipment and Bring Your Own Device (BYOD)

Personally owned technology equipment shall not be used to access, store, process, or transmit County information or connect to County systems unless specifically authorized by the County through an approved exception process.

The County shall establish requirements for any authorized use of personally owned technology to protect County information and systems.

5.16 Technology Procurement and Asset Management

County technology resources shall be centrally managed throughout their lifecycle to support security, compatibility, operational requirements, financial accountability, and compliance with applicable County requirements.

Technology purchases, subscriptions, services, transfers, and other acquisitions shall be reviewed and authorized through the County's established technology-management and procurement processes.

5.17 Backup and Recovery

The County shall maintain appropriate backup and recovery capabilities to support the availability, integrity, and recovery of County information and technology resources.

Users shall store County information in approved locations and follow County requirements necessary to support backup and recovery processes.

5.18 Media Sanitization

County information stored on electronic media shall be protected from unauthorized access and shall be appropriately sanitized or destroyed before equipment or media is reused, transferred, returned, or disposed of.

Media containing County information shall be sanitized or destroyed only through County-approved processes.

Article VI Monitoring and Compliance

The County may monitor the use of County technology resources to protect County systems and information, detect and respond to security threats, investigate suspected violations, maintain system availability and performance, and meet applicable legal, regulatory, contractual, and operational requirements.

Monitoring shall be conducted by authorized personnel or authorized technology processes in accordance with applicable law and County requirements.

Users shall not interfere with authorized monitoring, security logging, or other security controls.

Users should have no expectation of privacy when using County technology resources except to the extent provided by applicable law.

Detailed monitoring and compliance requirements shall be established in applicable County standards and procedures.

Article VII Enforcement

Users of County technology resources shall comply with applicable County technology, information-security, privacy, records-management, acceptable-use, and other applicable requirements.

The County may take appropriate action when a user violates County requirements or when access presents a risk to County systems, information, or operations.

Depending on the circumstances, enforcement action may include restriction or removal of system access, required training or remediation, corrective or disciplinary action, contract remedies, referral for investigation, or legal action when appropriate.

Enforcement shall be administered consistent with applicable County policies, employment agreements, collective bargaining agreements, contracts, and law.

Detailed enforcement requirements and procedures shall be established in applicable County standards and procedures.

Article VIII Roles and Responsibilities

The County shall assign appropriate responsibilities for the management, protection, use, and oversight of County technology resources and information.

The Information Technology Department shall be responsible for the management and security of County technology systems and for providing appropriate technology and security guidance.

Department Directors and Supervisors shall be responsible for supporting compliance with applicable County requirements within their areas of responsibility.

Users shall be responsible for protecting County resources and information, following applicable security requirements, completing required training, protecting credentials and equipment, and reporting suspected security concerns.

Third parties and other authorized users shall comply with County requirements applicable to their access to County systems, technology resources, and information.

Detailed roles and responsibilities shall be established in applicable County standards and procedures.

Article IX Review and Maintenance

The County shall periodically review this policy and associated standards and procedures to ensure that they remain appropriate and effective.

Reviews shall consider changes in County operations, technology, cybersecurity threats, applicable laws and regulations, organizational structure, technology architecture, security incidents, audit and assessment findings, and other relevant factors.

The County shall update this policy, standards, and procedures when necessary to address changes in operational, security, legal, regulatory, or technology requirements.

Changes shall be documented and approved through the County's established policy-management process.

Current approved versions of the policy, standards, and procedures shall be maintained in an approved County repository and made available to applicable users.

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☒ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-18**

Agenda Topic Title for Publication:	**November Planning Commission Information**	
Date of Meeting: 11/17/2026	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 November 2026 Planning Commission minutes in draft form along with the November 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: $ **Funding Source(s):**	☐Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

RR Planning Commission Meeting Minutes

November 5, 2026

Completed by: Sue Bertrand, P&Z Staff

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 Service site
Site visits completed by Adam Ossefoort and Roger Hendrickson on 10/27/2026 for all other 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.

Ken motioned to have the agenda approved as amended. Andy seconded, voice vote, no dissent heard. Motion carried.

Roger motioned to have October 1, 2026, meeting minutes approved. Lloyd seconded, voice vote, no dissent heard. Motion carried.

1. **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. He added we have people here tonight to add some additional information.

Public comment:

John Peters, stated he has been in the computer business for 59 years, and has run several DATA centers in his life. He does have a presentation he could give to the community that puts all of the "gobbly guck" into English and has also taught networking and data. His handout to the board is his idea of what we need to worry about on data centers (may get a copy). Started with his power-point presentation. This presentation may be viewed in full, or paper copy at the Planning and Zoning office upon request. He pointed out there are five different sizes of DATA centers, and it is based on how much electricity is used. Go out 750 homes = 1MW (megawatt), go out to 80,000 homes = 100MW (megawatts), 700,000 homes = 1,000 MW (megawatts) or 1 GW (gigawatt).
Level 1 already fits in an existing building and we already have those and requires no utility service or no zoning review .
Worry about at least 3 zoning rules on levels 2,3,4 & 5 (artificial intelligence), special considerations
Level 2 is when you have to build your own building and it requires:
1. Zoning
2. site plan

3. utility review.

Level 3- co location when 4 or 5 companies use one DATA center (landlords rents space and power to several companies within one building).
1. worry about the amount of power it uses (state has mandated they must supply their own power)
2. cooling system (closed loop system for cooling has been mandated by state, however, add to ordinance as state statutes sometimes change and we want this to remain in place).
Board would have to consider some companies are fly by night (stock market A.I. lost 1 trillion in one day) yesterday.

Level 4- getting into the big guys, Minnesota: Meta's Rosemount campus, 715,000 sq. ft.
And Level 5 are Crypto and other type of stuff.
Take the state rules and put them in our code in case the state changes, we need to keep ours up high as we value our land and our water. The closed loop uses 30% more power but evaporation is about 100 times the amount of water you have to worry about. He has printed power point info and asked if the board received it?

Adam, yes, printed both the power point and the other sheet provided.

John, again, stated he thinks we need at least three levels in our zoning ordinance based on the size of the center.

Correspondence: None.

Board discussion:

Adam, he spoke with Chet Bodin with DEED (Department of Economic Employment Development, MN). He is the leader of the Minnesota Business First Stop, which there was some guidance he provided to you on that and actually involves a number of different State agencies together that look at Data Centers as a larger group instead of individual entities. Good resource. We haven't settled on bringing him in for a presentation, yet. His involvement is more for the path of permitting not so much in the economics aspect. We may have to look at another source to cover employment opportunites, economics, property taxes, and other similar items. He recommended sending out a community survey and learn from the community first, before we make the regulations. We can definitely do that, and we have the tools to do that electronically rather than mass mailings. 'Where the community stands' as a starting point.

Ken, what kind of time frame for doing that?

Adam, data back from survey around Jan 1st. Doesn't mean we can't develop language and structure in the meantime.

Jim, right.
Andy, do you have a sample survey?

Adam, no, Chet may have something already made up.

Adam, to recap next steps:
building some structure, at least get our Purpose and Intent section completed
Work with the survey. Post it on the website and blast it out there as best we can, and he will see if Chet has a lead on an existing survey for us.

Ken, need a committee for that?

Adam, yes, that may work outside of PC, then just submit progress notes and guidance to the board and review what has been built from the committee. Does have some people in mind and maybe a couple board members.

Jim, a lead on the economic end? That would be good for the board to hear with knowledge you need to know.

Adam, his first thought would be our County Assessor, he may have a lead or speak about that himself.

Andy, so there are state laws in existence, and do we have a clear idea of what they are?

Ken, we owe it to ourselves to do our own research there, kind of like the Cannabis.

Adam will send standards from the state in the next board packets. To the best of his knowledge there is nothing in state statute that says we must allow DATA centers. Not like Cannabis, where the statute was very clear that we must allow opportunities for Cannabis businesses.

Roger, we can be more restrictive.

Andy, you can't just say no DATA centers as no law office in the County could have their level 1 DATA center.

Adam recapped for next meeting:
Community Survey
Touch base with Chris Odden for the Economic and employment speakers.
He'll put the State standards in board packets for next time
Create a Subcommittee to help work on this outside the PC meetings

Roger motioned to table, seconded by Ken
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

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Motion carried. Tabled until next month for more information.

AGENDA ITEM 2: 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.

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

Update for November 5th, 2026

Ongoing discussions have been had with DOT. MNDOT has provided a third option for compliance with State standards.

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.

Option #3: Keep the existing access but extended directly east into Lot 1. Removal the parallel driveway from the MNDOT Right of Way. Establish a new, separate driveway for access directly into Lot 2.

Recommendation:
A motion to recommend approval to the County Board of Commissioners with the following 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 reconstructed in compliance with MN DOT standards prior to final platting.
4. Applicant shall abide by all other applicable federal, state and local standards.

Adam stated, what that does is keeps this moving forward, gets us through the preliminary platting stage, will allow them next construction season to make the necessary changes and work with MN DOT on what option they want to go with, get that verification that they are in compliance for final platting to the commissioners.

Correspondence received: None.

Public comment: None.

Board discussion:

Roger, when was the original house built?

John, 1951, that and the garage was built at the same time. Highway 71 in that location, according to his father, the existing driveway was Highway 71. Early 60's the highway department elevated that road. Roger pin-pointed, 1957.

DRAFT

John stated the site or construction superintendent at the time agreed with John's father to allow that existing driveway as their access down in there as it was too steep to get out of there in the wintertime.

Roger stated he called up the Highway department, questioned them on what the problem was when they built it that way to begin with and told them he felt it should be grandfathered in.

John, this was certainly unexpected when Highway 71 was supposed to be 4-lane from the Iowa border to International Falls and it never happened, frustrating.

Roger, filled in part of Cedar lake in '57 and didn't think the DNR will give up any more of the lake for a 4-lane.

John, I agree. We are really in a quandary.

Ken, which option will you opt for?

John, there is a stipulation they found on the DOT website, asked for an exclusion when the rise is over 1 and six inches, so option 2 & 3 going to the South, explained the slope up to the road bed is well over the 1/6 ratio, also at the steepness are all of the guard rails, so even if we were able to climb out of there we have guard rail obstruction, and fast traffic, it would be option 1, but hoping for an option 4. DOT put that in the first place

Ken, will that option work?

John, where the right-of-way signs are we would have to put outside the second sign toward the lake. There would be pain involved.

Andy asked if the road was straight in that area?

John, straight and it starts to by Rainbow Lodge.

Roger existing driveway has sight both ways.

Andy asked where the driveway is now, what does the slope look like now? He understands how very, very dangerous it is coming out onto a highway from a slope.

John, explained.

Roger stated he thinks big government will flex their muscle until John cannot do that. No reason why that has to be done. Roger stated he has been driving that road since 1945, through all the changes and it makes no sense what DOT is trying to do.

Andy, do we need to specify one of those three options for a recommendation to the board?

Adam, no, stated we can get confirmation from MN DOT that they are in compliance prior to submitting it for final plat. An option 4 is not off the table, but must have DOT verification before moving to final.

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Ken motioned to approve with the four conditions, 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. This application will be heard by the County Commissioners on November 17, 2026.

Adam requested a short recess 6:36 pm to reset the microphones and reconvened at 6:38 pm.

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 has requested to table until next month.

AGENDA ITEM 3: Emery C. Miller: Section 06, **Iona Township, Site Address:** 32422 165th Ave., Eagle Bend, MN 56446 **PID:** 03-0037500

1. Request for CUP to operate the Wholesale Production of Sheds and Chicken Coops in AF-1 Zoning District.

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

Recommendation: approval with five conditions:

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

Correspondence received: None.

Public comment: None.

Board discussion:
On Site Visit Report by: Roger, nobody close by, nice neat place, looks real nice out there and can see no reason not to approve.

Jim, pretty straight forward application.

Andy, wholesale production?

Adam, yes.

Andy, sell them locally?

Emery, we will sell to people that resell them, usually within the state, central part of Minnesota.

Roger, there is plenty of room in the yard for trucks to turn around and a bit more traffic on the road.

Andy, goosenecks? Or semi's?

Emery, goosenecks, and the only shed used will be the 40' x 42'proposed, not the existing shed.

Jim, did you meet with the town board on that?

Emery, yes.

Adam, Sept. 14.

Andy, no issues?

Jim, if they had issues, they should be here.

Roger motioned to recommend approval with the five conditions, Lloyd seconded.

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

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

Motion carried. This application will be heard at the County Commissioners on November 17, 2026.

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AGENDA ITEM 4: Brian & Roxanne Becker: Section 04, **Round Prairie Township, Site Address:** 25158 204th Street, Long Prairie, MN 56347 **PID:** 21-0050700

1. Request for CUP for a 1.64 acre Proposed Planned Unit Development in Recreational Development Shoreland Zoning District.

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

Additional Notes:

Although the applicant is proposing this campground for family use it must be reviewed as a Commercial Planned Unit Development and is subject to these standards of the Ordinance.

Prior to final action being taken on the application, the applicant must submit the following items:

1. A site plan and/or plat for the project. (Submitted with application)
2. A property owners association agreement in a residential PUD. This is a Commercial PUD and would not be submit to this standard.
3. Deed restrictions, covenants, permanent easements or other instruments that:
    a. Properly address future vegetative and topographic alterations, construction of additional buildings, beaching of watercraft, and construction of commercial buildings in residential PUDs. (This is a Commercial PUD)
    b. Ensure the long-term preservation and maintenance of open space. (Not submitted)
    c. When necessary, a master plan/drawing describing the project and floor plan for all commercial structures to be occupied. (This is not a requirement by Ordinance but can be required by the Planning Commission or County Board if necessary.)
    d. Other documents as requested by the Planning Commission and Director that are necessary to explain how the PUD will be designed and will function.

Base density calculations were completed and provided in the surveyed drawing of the PUD.

Proposed Conditions if recommended for approval:

1. All campsites shall be provided with connection to a compliant septic system.
2. Installation of an approved septic system prior to the start of operation.
3. Establishment of a 911 address number and placement of a physical sign for emergency services.
4. Off-street parking shall be provided for all campground guests.
5. Campground is limited to 8 camp sites as identified in the application. Additional campsites shall require the review of the Planning Commission.
6. Applicant shall abide by all applicable standards of Section 7.16 and 7.17 of the Todd County Planning and Zoning Ordinance.
7. Applicant shall abide by all other applicable standards including but not limited to the Minnesota Department of Health.

If recommended for denial, factual findings to deny the application shall be established on the record. Findings shall be connected to the property and the standards identified in the Ordinance.

On Site Visit Report by: Roger

Correspondence received: Yes. Chuck Blankenship, 24771 204th St., Long Prairie, MN 56347
Shawn & Hattie Schwingler, 725 Windemere Dr., Plymouth, MN 55441

DRAFT

Tim & Lori Eiesland, 20098 & 20108 247th Ave., Long Prairie, MN 56347
Verlyn and Barb Ruiter, P.O. Box 266, Leota, MN 56153
Doris Peterson,19786 245th Ave., Long Prairie, MN 56347
Casey and Chelsey Tollefson, 20491 Fitcher Drive
Darrell Bacon, 18756 US 71, Long Prairie, MN 56347

These letters were read out loud by Adam for the record. You may view each one in full, upon request at the Planning and Zoning office.

Public comment:
Dean Schultes, township supervisor, more importantly, he and his wife are residents of Lake Latimer. The way this is all coming down the pike is backwards. He thinks the Planning and Zoning office requires permits, attendance at a township meeting, which didn't happen and we didn't know anything about this until they attended a township meeting and told us what they were proposing. He stated it is encouraging to know anyone who wants to do work on his property, just go ahead and do it and then get an after-the-fact permit at twice the fee, but at least you don't have to go through the process of getting all of the permits, so it might be worth your money. His concerns as shared by the neighbors who wrote letters, the property to the West is a VRBO. He has been e-mailing the last couple days, the owner, Hannah who lives in Mesa, Arizona and the other owner lives in the twin cities. They are trying to sell this property and who would pay the kind of money this property is worth knowing there is a campground next door. There can be an issue with noise and extra activities and he has read a couple comments on the VRBO renters, most are good, but there are a couple on there that thought they would have a private space, and these people are from Fargo, Minneapolis and St. Cloud who just want to vacation for a few days. This could also potentially affect their sale price and property values, privacy issues and noise issues. Personal e-mail from Hannah stated an additional seven or eight campers, anyone could agree, on a relatively small parcel would bring concerns. The extra noise and privacy issues will affect property values and overall character of the lake area. Three out of five properties stated same issues and are not in favor of this going through. They want peace and quiet with their families too. The other concern has been listed as safety. There is only about twenty feet of buffer between the lake and the road, he has had to stop twice for kids running out on the road. It is just not the place to have a camp site. One of the busiest roads in the township. One concern is the proposed pool is 20' X 40' with patio, straight East of this VRBO and that will affect the property as far as noise and what not. How are they going to screen this? Vegetative or solid screen? Latimer is small, work hard to keep it clean, has met maybe forty of the fifty some property owners and it is a nice, closely knit community. Why he is concerned. Will affect property values. He stated as far as he is concerned, with all these ordinances, the Planning and Zoning office lacks enforcement. He can tell of numerous examples of this, just around Lake Latimer, and he can imagine what goes on in the County. So it is for the above concerns that you deny this request for this Planned Unit Development. Please carefully consider the information and concerns I have presented to you, the Planning and Zoning Board along with all of the other people's concerns who live round the lake.

Jeff Langendoerfer, 25442 204th St., owner of the property on the corner of 204th and Fisher Dr., approximately six acres and we moved there about five years ago, #1 we're concerned, this is not a small endeavor, this is a commercial operation for up to seven or eight spots. He's personally driven there, and there is not enough room for seven or eight trailers let alone the cars and boats that are going to go along with that. We feel it sets a bad precedence regardless of if they paid the fines or not, because this isn't someone who has put an

electrical outlet for a trailer, this is for eight spots. Basically, a Commercial endeavor. That road, and we live there year around, we know better than anybody the traffic, there is a public boat launch and there is absolutely no room on that shore for that type of activity. If all eight people decide to stay there for any extended period of time, there is no room on the shore, it is going to bring property values down. If that was to turn into a campground, it is going to steam roll. We went to the County for a permit for a two-car garage, paid for the permit, spoke to one of the people there, and we've got six acres with 320 feet of lake front and if we wanted to, they said we could put one spot down there. Hate to use the word flabbergasted, but when he saw all the pipes coming up, he drove over there and was like, what is going on? To find out there was not even a permit for it! We are already dealing with other issues across from his property. There were culverts called for on the property in front of his and they are talking about an incredible amount of houses and things in there. We want to go on record for those reasons and just say we are opposed to this, doing things first and then asking later. That's just got to stop. It just sets a dangerous precedence and it's a mess down there already.

Roger Olson, 20291 Fisher Drive, all of the concerns are legitimate complaints. On the way over he saw four docks sitting on the property. They are going to have nine docks with 20 feet to sit on, but that is on a hill with trees? Are they going to be sitting on the road? Like he has seen that in the past, one neighbor in particular? It is crazy for him to think…and he's been looking for lake homes for fifty years, and until he got to this County you could only have one trailer on your property while you were there either on vacation, or over the weekend and then it had to come off or if you are building. He does not know what changed. He looked at a lot of lake homes and heard that every time. Hopefully you guys will consider safety, if there are that many campers the number of little kids running across that street, which is on a curve and traffic is too fast. He has seen them going 40 and 50, until they hit somebody, and then it is too late. Who's going to monitor the 10 PM quiet time? They are not going to be sitting in the trailers they will be sitting outside. Are we going to have the Sheriff out there all of the time?

Jeff Gotheir, 19842 245th Ave., on the SW side of Latimer, purchased his house back in 2018, one of the biggest reasons he bought on this small lake was there were no commercial properties, restaurants or campgrounds. Concerned when they developed the north end of that lake they were talking commercial but they didn't, it was residential for two trailers. He drives that road during the summer multiple times, even with two trailers there is not enough room and there are people standing in the streets because there is not enough room on that lakeshore to stand around. He doesn't want to keep repeating what has already been said, but the septic system is an issue without permitting, and part of that falls on whoever oversees that, it is not only on the owner. He stated that needs to be rectified. It was done and we issued the permit and he doesn't know if the permit is right. In the notes it says it has to be a compliant septic system, and the other part says it may be compliant on the system that was put in prior. He doesn't have those answers. He knows for his own home the septic is based on the number of bedrooms not how many people stay there. Another concern, the traffic, say it is 8, anybody who has gone to a campground, there are always multiple cars and trailers. He doesn't want to see anybody hurt. Who is going to control the noise level? If this is for family you may be able to control that, but if this is sold down the road, who is going to control that?

Dan Peyton, may be one of the longest residents, and has known this lake since 1962, passed out a handout to the board members and staff, and reviewed his hand out. This may be viewed in full at the Planning and Zoning office upon request. This is a D+ category scoring by the DNR, it is an impaired lake. Talks about of 19

water quality score out of a possible 13-77, so almost on the bottom for water quality. He did contest the DNR routes for drainage and run-off and does not have the flow correct. Clarity has a score of 9 from 9-82 so it is at the bottom. This is an impaired lake, it does not need extra pressure. This lake does not have a water turnover. It doesn't move. It is more like a big mud puddle. For this lake to go to a commercial operation, anything we do to this lake, it will remain there permanently. It won't string to the next lake. Whatever you do, be very careful on protecting this lake because whatever you do to it, it will stay in this lake. With this much pressure on this shoreline that is very thin, we will lose the trees and without the trees it will not hold the subsoil and create lots of erosion and pretty soon they won't even have a shoreline that is out of the road right-of-way. If people have to sit in the road ditch that is truly a safety concern. Poor quality of water in this lake and he is totally against this commercial operation. What are we going to do in the future? With the first 1,000 feet from the lake, we can put another fifty houses as there is another one third of the land left to develop around this lake. He hates to see all of it going into homes along this lake and would like to protect this lake.

Mathew Holt, 19685 Ember drive, Long Prairie. He stated it is nice to not be hearing his regards and apologized in advance. #1 if this was true and they put all this in without a permit and you did not make them take it out before issuing a permit, you might as well change your name to Spontaneous Zoning. It is not right. If I do it or anyone else does it, it should be ripped out and made to start over and do it right the first time, make it right. He also completely understands, from your perspective, it is your property and you do what you want with it. I don't want them messing with my land, vice versa to you. Dan brought up a good point as we are holding a decent chunk of land, but if we ever let it go, or our kids are dumb enough to do it, and it gets developed, then what? Then how many more of these are we going to have? I don't want to see it happen and I don't want to tell you what you can do with your own land but my major concern is actually the safety. It really is. He's driven it, he has bulls on Sandgrens, when he drives around there, he tries to avoid it on the weekend, it scares the living daylights out of him worried a kid is going to jump out of that ditch onto the road. Yes, it is 20 mph. and he is hauling a 1600-gallon water tank, with a one-ton truck… he is afraid of that day. He is not saying it will happen and God willing it doesn't. If we can all agree we put in right-of-way signs along there and make it safer for the people who are actually driving around there and they are in the right-of-way and they get hit, hopefully it saves the driver from it, because they chose to do. He is not saying they should do it or saying any of that above but there has got to be protection for those individuals who are driving that road day in and day out. The best option is to finish the road along the North side and we don't have to worry about this at all and they can go up and down that hill and do whatever they want all day long and can go right down to the lake for all he cares. He is guessing that is not going to happen. He prefers this doesn't have to happen but if it does, if you guys can get right-of-way signs along there and would prefer if you guys can get a road done along the North end.

Rachel Becker, one of the Beckers working toward this residence, and we can all agree that we didn't go about this the right way and we apologize and that has been rectified. It doesn't mean that is the nature of who we are, we are not looking at this for this to be a campground for people to be coming in and coming out. We look at this as a place for our family just like many of you want it for your family. You talked about enjoyment for your family that is what we are asking for ours, so we can be together. We are looking at this residential lot from the perspective of a dad and his four children who are all grown. We could build an entire ginormous house there, big enough for all of us and we wouldn't be having this discussion and you get to do with your homes what you want to. Nobody is looking at your lots for the amount of people you have over at your

Christmas table. We are looking at this for two and a half months out of twelve. This isn't a year round property, this is for the summer and you are bringing up a lot of "what ifs" and I appreciate the safety concerns for our family. We can certainly look out for that but what she is hearing is a lot of personal discretions against a property more so than about the property itself. She hopes you take that into consideration when looking at this. There has been a lot of discussion about the docks that have been removed, this being a lake that is not in good condition. That didn't happen right now. That has been happening over time and maybe that should be looked at. Maybe this shouldn't be a public lake. That is not for her to decide that is a DNR thing, she stated. She wanted to present this as operating as a campground where people are going to be renting and different people all of the time, this is for our family purpose. Same people day in and day out. Mentioned Residential, a VRBO is not residential and that is what they have next door to them where there is a different family or a different person every week. A lot of the concerns can be addressed in a lot of different manners than the way they are, but that is her personal opinion, and she appreciates the time the people have given her to listen.

Board discussion:

Roger was on the site visit. This report may be viewed in full upon request at the Planning and Zoning office. Roger stated the area allows for one to two campers. People on both sides of him that probably bought that property for peace and quiet and now proposing up to eight campers. That makes a lot of people. The fact they went ahead and put in the water, sewer and electric in with no permits. Sounds like he is hearing people do that, then they go to Planning and Zoning and get the permit. Maybe that happens and maybe it is time that stops. He addressed Brian and asked, you do your own planning and zoning, what do you do? If someone puts up a building without a permit, do you make them tear it down? It seems like that is what people are expecting. Something like that, I don't have a lot of time for. Think it is going to have an impact on the valuation of the other homeowners, more traffic, we went out there, his township put up slow signs, 20mph signs, his clerk lives there, and Roger has had to hit brakes hard during the summertime and I would have to blame the parents that they teach their kids no respect for the road. They cross the road like that, and they never look, this is my point, it will not be any different, it is just going to be a lot more kids. I think this would be a nice place or be fine if it didn't have that road right next to the lake. Talk about the road to the north. The township has discussed it, but nobody wants to put money into it. He stated it's a good idea, but it is in a bad spot. Don't like it, and that is his opinion.

Brian Becker, this is a commercial site because a residential site has individual lots on each one of those eight spots with individual addresses. That is why they went the commercial route. No intention, as far as the children are concerned, to rent any of these sites, they are all for family. He has eleven grandchildren ranging from 2-19 with the majority in the 7-19 range. Stated, they are great parents and grandparents; make sure the kids are not on the road or down to the lake by themselves. They plan on fencing the property down there so they can't get down there on their own. It is not like we are not going to take care of our kids. They are not buying this to ruin the lake or raise hell all the time. They want to sit on the patio and watch his kids and grandkids do stupid shit. That is what it comes down to. What is wrong with that? Their grandma can have her own camper and we can sit there by a fire pit and he can actually enjoy his family. That is what it is all about. It is not about commercial this and commercial that. As far as traffic goes, he sat there over Labor Day weekend and counted cars: four cars between 9-1, and from 1-8, six cars, so to tell him it is a high-traffic road, it is not. They went out there weekends and found the traffic is minimal. Talk about the VRBO using it as a

commercial property, Brian also knows his neighbor Tim, who has nothing bad to say about this. If you look from where they are, go down the line, it is all campers. We are not going to put 14 boats on the lake. They are going to put one boat, one pontoon and two jet skis. That is what they have. They do not want to tear up the lake. They want to cruise around it for awhile and the kids want to go out and play in the middle. He does not see a big issue. He has no intention of fourteen boats. That is not what they are about. Talk about the hazards of being places, they have rented property on Lake Mary in Alexandria for the last five years and have had two grandkids almost get run over by golf carts and four wheelers two lost when they wandered between the site areas they were allowed. He spent 50,000 a year on that place. All they want to do is enjoy a piece of their property and have fun with it. It is not to destroy the lake. It is not to raise heck until 3:00 am. It is not who they are. We have people come over from the VRBO and bring their kids over, had a campfire and they have a good time with his kids. Tim, the other neighbor, has come over for campfires and had a good time. Hate the fact this is all commercial, commercial, commercial when there is no intent to rent it. If you would like to put the stipulation when he sells the property or no longer has it, take the CUP off it, perfect let's do that. He and the kids, and grandkids just want to enjoy this property like everybody else. They don't want to wreck things. As far as the work that was being done prior to any of this, where he is from, if there is a road between the property and the lake it is not considered shoreland and he found out that was wrong, and he is a supervisor there. As far as the part of starting the work there, his kids are farmers and they knew they were going to be in the fields and knew they would not have time this fall to do it. We had no idea they could not do that at that point. Out in the country they do it all of the time. He digs water lines all of the time. He works on irrigation systems all of the time in this County and you see the stuff that goes on these lakeshores? He could name thousands of some of the stuff that goes on and nobody says a word. He did irrigation work on Little Birch Lake, brought seventeen loads of black dirt in and not one silt fence was down. Nothing was said about it. Not a word. It was seeded and planted and today it is grass. Should they have had a permit? Absolutely. It was a shoreland alteration permit

Roger stated the DNR is usually in on it but they didn't catch that.

Brian stated it is not his place as an irrigation contractor to deal with that. He applied for this permit because they wanted to be legit. Yes, we put the lines in and that was his fault, he admitted, and if they have to go tear it all out, they will. That is not the issue, they just want to enjoy this property. We don't want to tear the lake up.

Ken, looking at the map, you have access on both ends with roads, 204th St. and other public road privately maintained. Tell me about the private maintenance.

Brian, if it needs maintaining, we would put gravel on it.

Ken, so the others help maintain it?

Jim asked if he knew of any agreement drawn up.

Brian, they just bought this in August and doesn't know any of the residents. If a portion needed any gravel, he would just throw some down.

Roger, when it was developed several years ago, there was supposed to be separate driveways. We allowed 1 driveway to two lots, from the top of the hill, no way they could get up that hill from down below.

Ken, publicly dedicated right-of-way, but no maintenance agreement.

Roger, nothing he knows of and we have nothing to do with it.

Ken, eight lots, how big?

Brian, 25' x 40'

Ken, big enough for a trailer.

Brian, yes.

Ken, any area dedicated to parking?

Brian, they were planning on parking that side of seven. They would like to not use that one on 204 and would like to improve that grass and leave it as the play area.

Ken, is there enough area for parking?

Brian explained, if all of us were there for a Becker weekend, maybe six, seven cars, boat trailers are going back home and not stay there. Don't want to put gravel spots because we would really like the grass Not going to be used enough to tear the grass area and would rather keep the grass. The MN room is a family room where we can get together on a rain day. When he talked to surveyor, he suggested to put it in there for the space, as that is what they would like to do. Pool area, fully fenced, gated with a push button lock on it. Brian explained the yard set up and would like to not use the driveway from below as it wrecks the grass.

Ken asked if there was a good entrance drive from above.

Brian, yes, but would like to replace the sandy spots with gravel. Remove the dirt out of the ditch where the drainage is. They would like to put in trees for screening, although Tim stated he didn't want them there as he enjoys his neighbor. They have had beers together and watched the kids and had a good time.

Andy, are they concrete pads?

Brian, no, we'd probably put gravel down to control weeds.

Jim confirmed they have nine lot available.

Adam, yes.

Brian stated they have nine, but no use for the ninth one.

Ken asked what was written in on lot one.

Brian, Park Model.

Jim, are density numbers correct?

Adam, yes, and recounted to confirm.

Adam stated we have a lot of things yet to address.
1. storm water
2. Number of vehicles, parking, location and things of that nature.
Adam stated he will get a copy of Darryll Bacon's letter for the board to read outside of the office for review.

Jim and Ken would like to go look at it on another site visit.

Ken motioned to table for site visits from other members, review of Mr. Bacon's letter and more information, 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. This application will be tabled.

Adam announced this will not be re-noticed so be back here on December 3rd. It will be noticed in the paper.

Jim called for a short recess at 8:14 pm and reconvened at 8:22 pm.

AGENDA ITEM 5: Raymond Birkholtz: Section 27, **Villard Township, Site Address:** 31336 Spruce Road, Motley, MN 56466 **PID:** 25-0028300
1. Request for CUP for Temporary Family Housing in AF-2 Zoning District.

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 with the following conditions:
Correspondence received: None.

1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.
2. Applicant shall obtain a land use permit for conversion of the existing structure along with the structure addition prior to recording of Conditional Use Permit.
3. Applicant shall abide by all other applicable federal, state, and local standards.

Raymond was present as the applicant.

Public comment: None.

Board discussion:

On Site Visit Report by: Roger, who went through his report. This may be viewed in full upon request at the Planning and Zoning office. He stated it is a very nice, neat place.

Adam had a septic installed for the shop and happens to be sized for two bedrooms already and found compliant.

Raymond, correct.

Lloyd for family member?

Daughter and granddaughter

Andy once done, back to what it was.

Raymond, yes.

Roger motioned to approve with the three conditions, seconded by Ken.

1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.
2. Applicant shall obtain a land use permit for conversion of the existing structure along with the structure addition prior to recording of Conditional Use Permit.
3. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

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

Motion carried. This application will be heard at the County Commissioners on November 17, 2026.

AGENDA ITEM 6: Samuel Yoder -Section 09, **Germania Township, Site Address:** 43908 County 11, Bertha, MN 56437 **PID:** 09-0005900

1. Request for CUP for Retail Greenhouse for selling flowers and vegetables in AF-2 Zoning District.

Adam Miller was present as the applicant.

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

Recommendation:

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

Proposed Conditions:

1. The greenhouse operator must provide adequate off-street parking for all greenhouse traffic. No parking will be allowed within the road right of way.
2. No loading or unloading of materials will be allowed within the road right of way.
3. The business is restricted to construction of one greenhouse as identified in the application. Construction of additional greenhouses will require review by the Planning Commission.
4. Applicant must obtain additional permitting and/or licensing from additional government agencies as necessary.

Samuel confirmed the staff report was accurate.

Correspondence received: None.

Public comment:

Board discussion:

On Site Visit Report was reviewed by Roger: This report may be viewed in full at the Planning and Zoning office, upon request. May be more traffic on the road, very nice out there, has a loop driveway but may need more parking as it is awful close to the road and would not want people parking on the road. Would have to get permission from the road authority if you wanted another driveway.

Andy, would it be appropriate to put a no parking sign on that road?

Adam would have to check with the road authority as it is one of our most travelled roads in the County. Loren did respond to this application stating the edge of the road right-of-way is 50' from the centerline.

Adam added plus the 35' setback.

Samuel asked if he could have a sign for the greenhouse in the road right-of-way?

Roger, no.

Ken, you have no control of people parking on the road, but if it gets to be a problem with parking on the road, you could look into a "no parking" sign.

Ken motioned to approve with the four conditions as presented, Roger seconded.

1. The greenhouse operator must provide adequate off-street parking for all greenhouse traffic. No parking will be allowed within the road right of way.
2. No loading or unloading of materials will be allowed within the road right of way.

3. The business is restricted to construction of one greenhouse as identified in the application. Construction of additional greenhouses will require review by the Planning Commission.
4. Applicant must obtain additional permitting and/or licensing from additional government agencies as necessary.

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 November 17th, 20th, 2026.

AGENDA ITEM 8: Atlee Hershberger -Section 13, **Little Sauk Township, Site Address:** 22397 190th Street, Long Prairie, MN 56437 **PID:** 17-0011302

1. Request for CUP for Cabinet Making Business/Retail in AF-1 Zoning District.

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. The operation shall be conducted within a permitted structure.
2. There shall be no loading or unloading of materials within the road right-of-way.
3. Off-street parking shall be provided for all business traffic.
4. Applicant shall abide by all other applicable federal, state, and local standards.

Adam did point out the current map does not accurately reflect the Shoreland Zoning area that impacts this property. The proposed structure of operation is located outside of shoreland and in the AF-1 zone.

Atlee was present as the applicant.

Correspondence received: None.

Public comment: None

Board discussion:

On Site Visit Report was reviewed by Roger. Little more traffic on the township road. Very nice, neat place, very sophisticated and efficient, neat, nice gravel, all grass, plenty of room.
Atlee, stated have had 53 footer trucks before and they loop around.

DRAFT

Roger motioned to approve...

Ken, what is going on there now?

Atlee, building cabinets.

Ken, for how long?

Atlee, four years.

Ken, apparently no complaints about noise from the neighbors.

Atlee, the only thing is the exhaust, and it is not that loud.

Adam attested they were having a normal conversation near the exhaust and it posed no problem.

Andy, hours of operation?

Atlee 7:00 am to 5:30 pm, sometimes after supper if he is really feeling energetic.

Andy, trying to keep it fair.

Adam, he could add hours of operation if you feel the noise would be an issue.

Jim, if no noise, not necessary.

Roger's motion was seconded by Ken with the four conditions.

1. The operation shall be conducted within a permitted structure.
2. There shall be no loading or unloading of materials within the road right-of-way.
3. Off-street parking shall be provided for all business traffic.
4. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

Board member	**Vote (yes or no)**
Ken Hovet	Yes
Roger Hendrickson	Yes
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 November 17th, 2026.

AGENDA ITEM 9: Henry Gingerich, Eastwood Estates Plat Two: Section 09, **Gordon Township, Site Address:** 19941 139th Ave., Osakis, MN 56360 **PID:** 10-0006401

1. Request for 3.39-acre one lot Plat in General Development Shoreland Zoning District.

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

Henry was present as the applicant.

Correspondence received: None.

Public comment: None.

Board discussion:

On-Site Visit Report was reviewed by Roger: Stated current vegetation is grass and trees, very nice spot.

Ken motioned to recommend approval with the two conditions, Andy seconded as presented.
1. New accesses from the road shall be approved by the road authority prior to installation.
2. Applicant must abide by all other applicable federal, state, and local standards.

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 November 17th, 2026.

AGENDA ITEM 10: Paul Hershberger: Section 08, **Little Sauk Township, Site Address:** 18701 County Road 93, Long Prairie, MN 56347 **PID:** 17-0005500

1. Request for CUP for Retail Lumber Yard with proposed 48' x 84' addition to existing structure in AF-1 Zoning District.

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. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

Paul confirmed the staff report was accurate.

Correspondence received: None.

Public comment: None.

Board discussion:

On Site Visit Report was reviewed by Roger: The only thing is maybe more traffic on the County roads, current vegetation is grass, very well kept and neat all the way around, plenty of room for loading and unloading products.

Ken, If you get that second driveway you will loop all the way around?

Paul stated the drivers will pull right through the proposed building and unload with a bridge train and if they can't turn around in there, they shouldn't be driving.

Jim, you will be selling mainly lumber?

Paul, lumber, windows, doors, same as his current place. He is just relocating. Everything will be indoors.

Ken, planed lumber?

Paul, all planed.

Andy motioned to approve with the five conditions, Lloyd seconded.

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

Board member	**Vote (yes or no)**
Ken Hovet	Yes
Roger Hendrickson	Yes
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 November 17th, 2026.

AGENDA ITEM 11: Chrissie B. Miller Section 25, **Wykeham Township, Site Address:** 15690 344th Street, Eagle Bend, MN 56446 **PID:** 28-00219014 & 28-0021900

1. Request to Rezone the SW ¼ of the NW ¼ of Section 25, Township 131, Range 35 from R-10 to AF-1 Zoning District.

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

Section 5.06 Zoning Amendments.
A. The County Board may adopt amendments to the zoning ordinance and zoning map in relation both to land uses within a particular district or to the location of the district lines. Such amendments shall not be issued indiscriminately but shall only be used as a means to reflect changes in the goals and policies of the County as reflected in the Comprehensive Plan or changes in conditions in the county.

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

Proposed Conditions:

1. Applicant shall update feedlot registration and verify compliance with MN 7020 and Todd County Feedlot standards.
2. Applicant shall 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 Roger: Nice place and just to rezone that one parcel. No reason not to.

Adam stated originally the feedlot registration was tied in with the parcel that now his brother owns and another one his dad owns. When the property was split, they had to obtain their own registration and in order for Chrissie to be at a more desirable number of animal units, he needs to rezone, otherwise, he is capped at nine animal units.

Jim added it should have been AF-1 to begin with.

Ken motioned to approve as presented with the two conditions. Roger seconded.

1. Applicant shall update feedlot registration and verify compliance with MN 7020 and Todd County Feedlot standards.
2. Applicant shall abide by all other applicable Federal, State, and local standards.

Roll call vote commenced as follows:

Board member	**Vote (yes or no)**

Ken Hovet	Yes
Roger Hendrickson	Yes
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 November 17th, 2026.

12. Proposed Amendment to Section 9.22, Riparian Protection, of the Todd County Planning and Zoning Ordinance.

Adam, no new info, still waiting to hear back from BWSR for their review, so the only thing would be if the board had anything to discuss.

Ken, seems to be heavy handed on the "fines" for non-compliance and how often have we levied that fine?

Adam, that is our existing language, and we have never issued an administrative penalty order as we have approximately 99% compliance in Todd County. The Soil and Water staff really take on the compliance of the buffer program, and our ordinance is there for the enforcement, if we need it. They have been able to achieve pretty much full compliance by just getting out there, working with people, getting them to plant the buffers or move fences, so it has never been an issue, at least in my time and have not heard of issues in the past. We have always had really strong compliance in Todd County already.

Ken stated it has a lot to do with your staff, being ahead of the game, he is sure.

Adam agreed by just continuing to stay in contact with the people and let them know what needs to be done and if there are any cost share projects we have incorporated into it or different things like that.

Jim, the other thing is if you don't make the fines big enough it doesn't mean anything.

Ken made the motion to table until we hear back from BWSR, 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 to table until December 3, 2026.

Adam stated he will get the letter from Darrell Bacon in the mail to the board members and the new DATA centers info.

Tim and Jim both felt letters should have a time limit like the public comment and Adam will look into it from a legal standpoint.

Ken motioned to adjourn and Lloyd seconded. Voice vote to adjourn the February Planning Commission Meeting, no dissention heard. Motion carried and meeting adjourn 9:09 PM.

DRAFT

Planning Commission Staff Report

November 5th, 2026

Completed by: Adam Ossefoort

Site visit completed by Adam Ossefoort and Jim Pratt on 7/30/2026 on the Kessler site

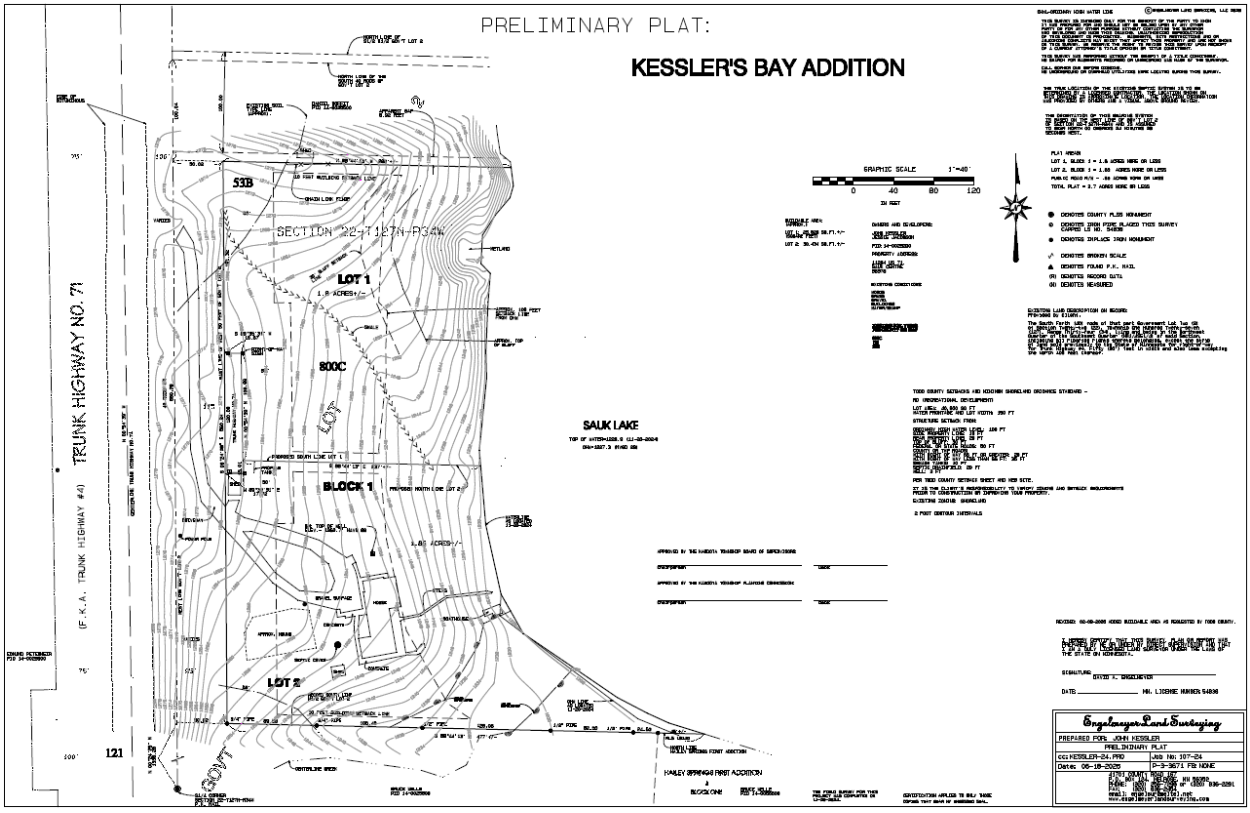
Site visits completed by Adam Ossefoort and Lloyd Graves 9/22/2026 on the Oaks Tree Service site

Site visits completed by Adam Ossefoort and Roger Hendrickson on 10/27/2026 for all other sites.

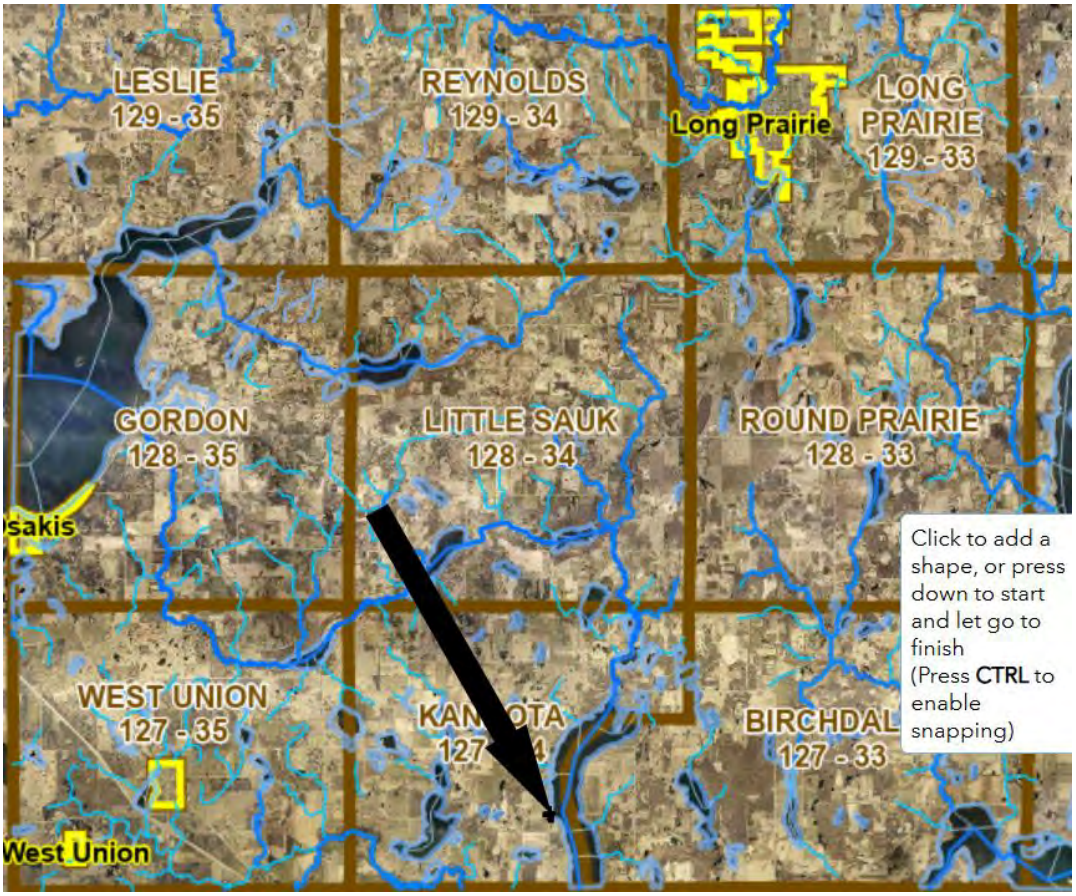
AGENDA ITEM 1:

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

Applicant Request: Request to create a two-lot plat in RD – Shoreland Zoning.



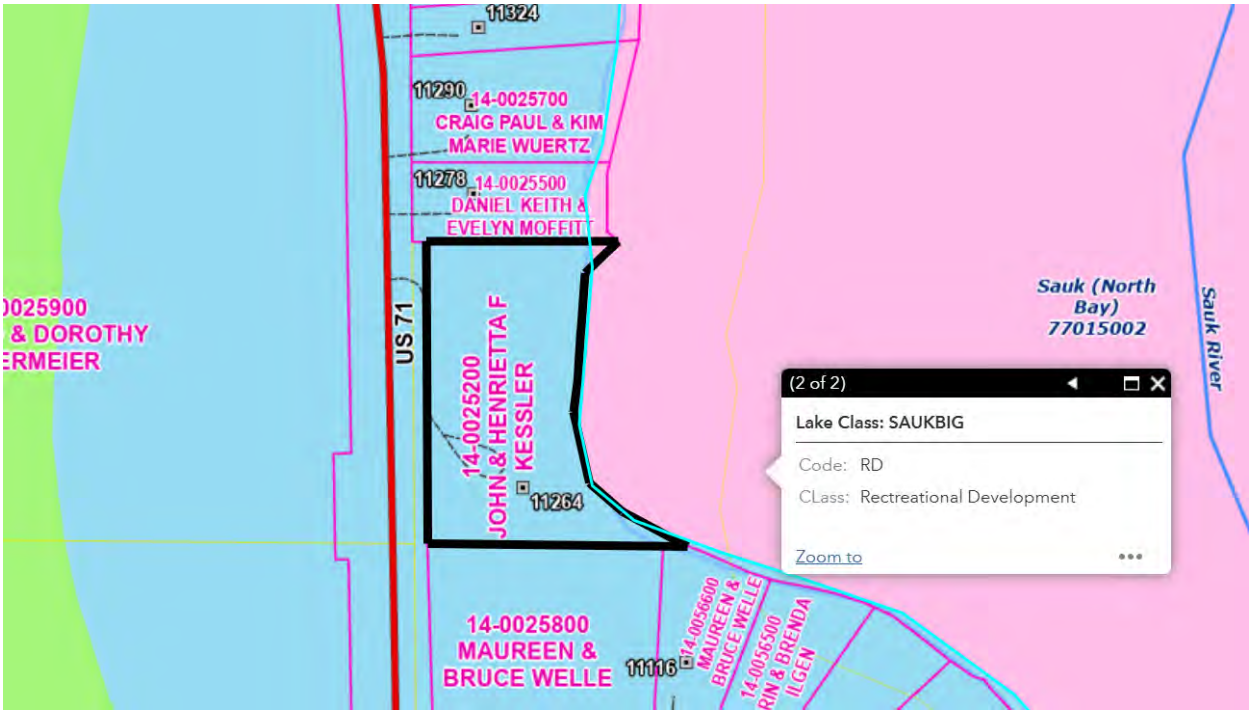
Preliminary Plat



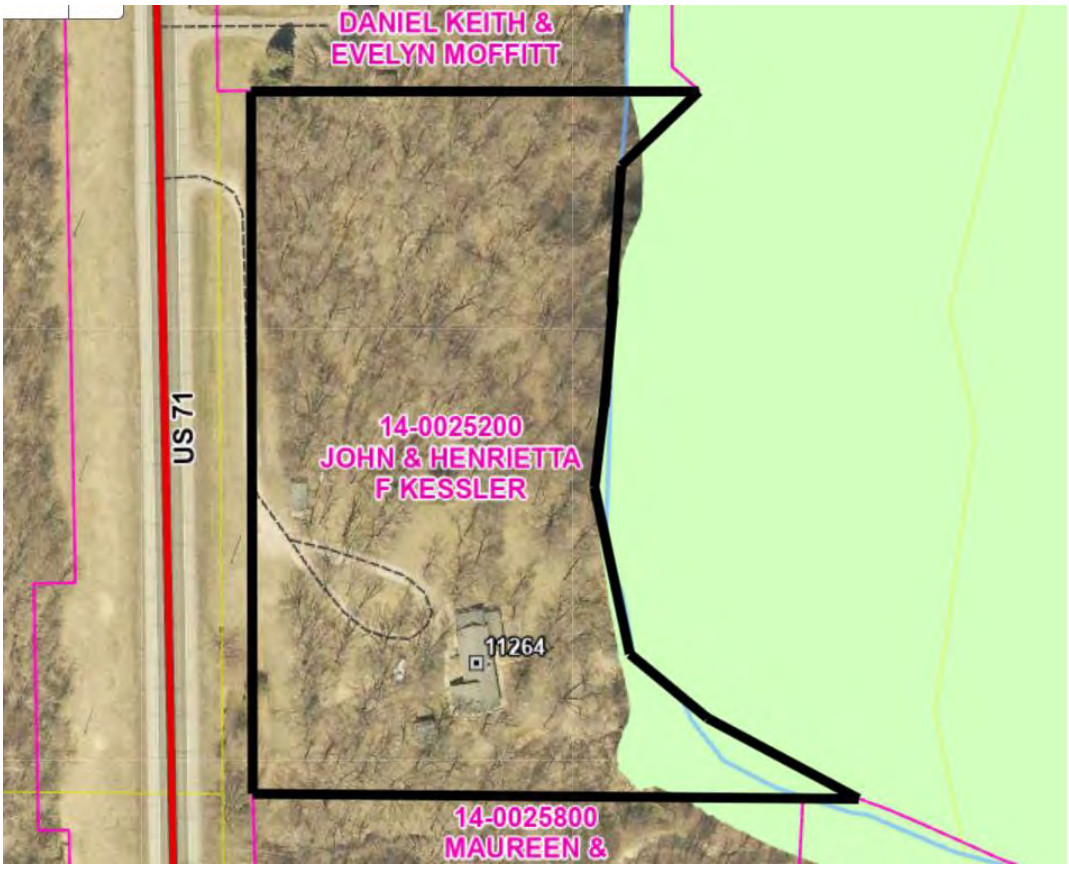
Site Location



Site Image



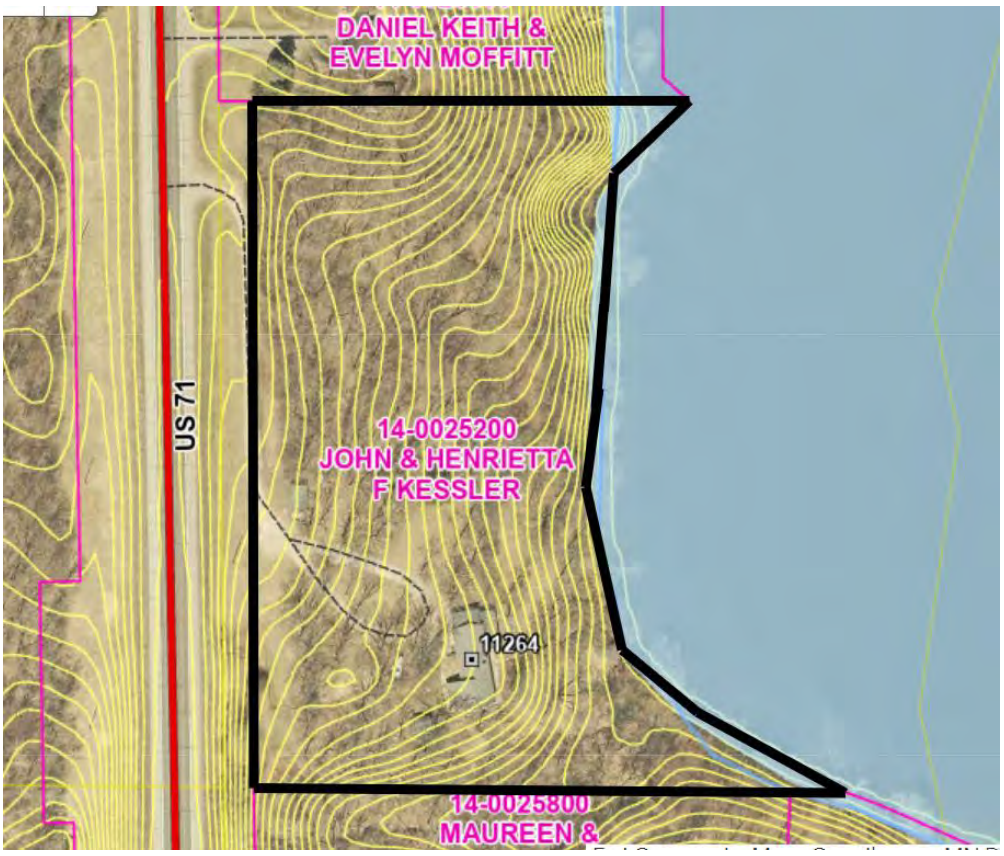
Zoning



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

Feature	*Requirement/Minimum*	*Conforming?*
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

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

Feature	*Comments*
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 November 5th, 2026

Ongoing discussions have been had with DOT. MNDOT has provided a third option for compliance with State standards.

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.

Option #3: Keep the existing access but extended directly east into Lot 1. Removal the parallel driveway from the MNDOT Right of Way. Establish a new, separate driveway for access directly into Lot 2.

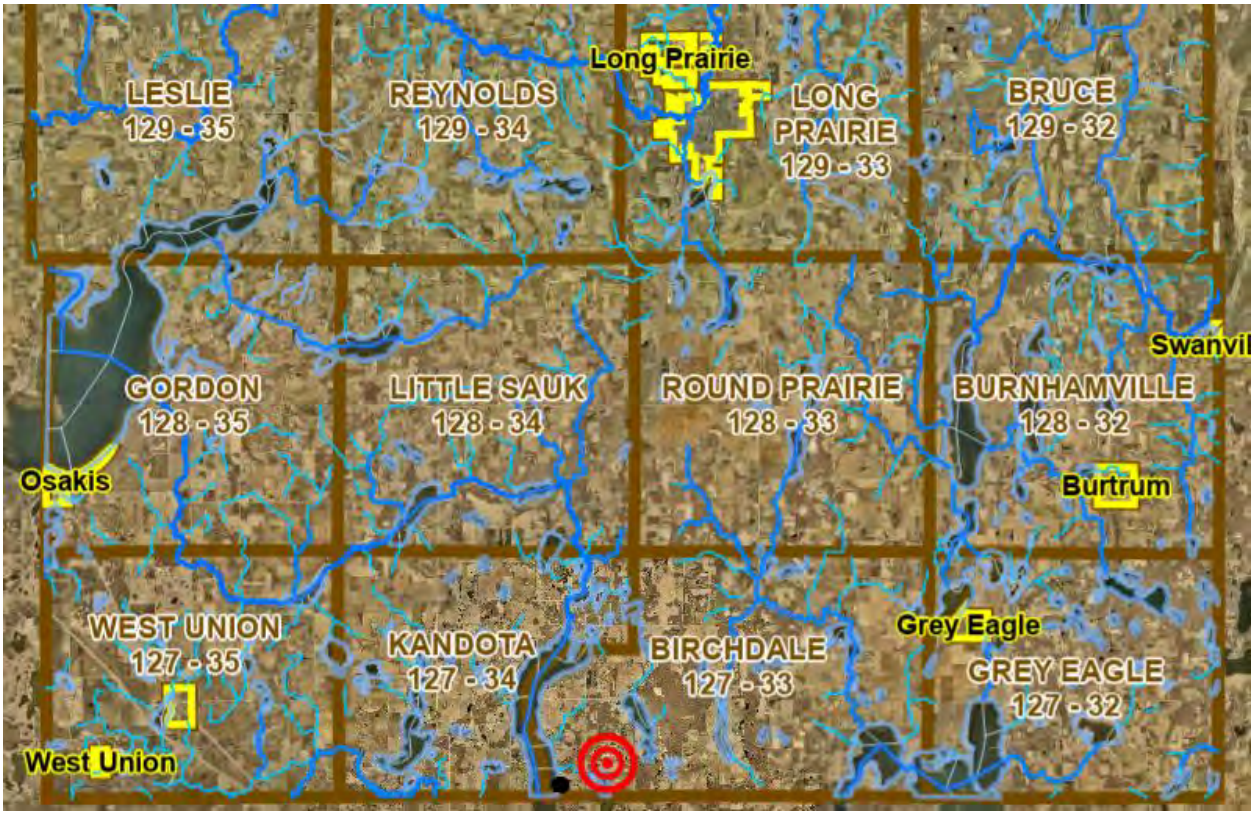
Updated Proposed Conditions:

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 reconstructed in compliance with MN DOT standards prior to final platting.
4. Applicant shall abide by all other applicable federal, state, and local standards.

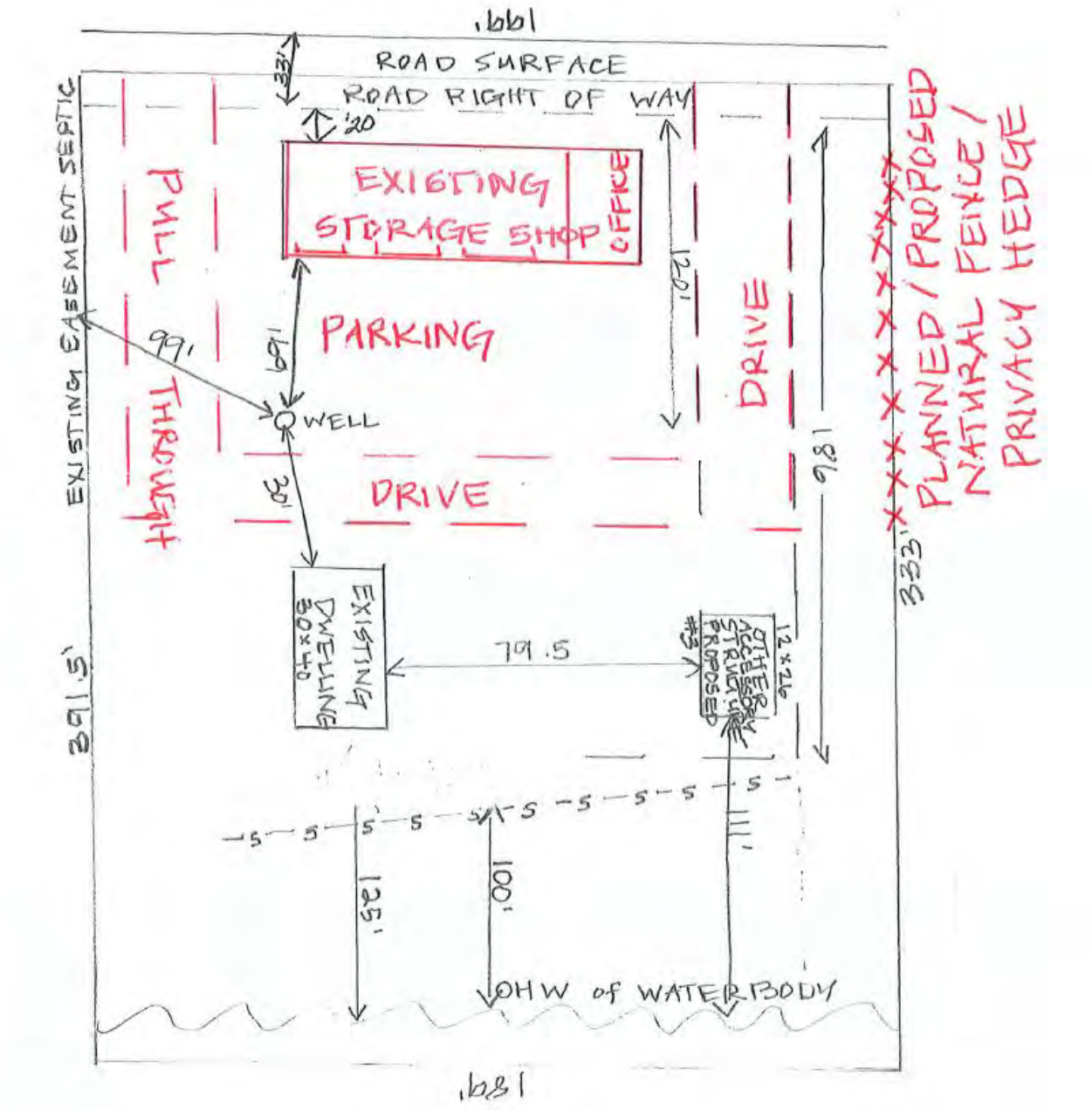
AGENDA ITEM 2: Requested to table and granted the County additional time for decision.

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

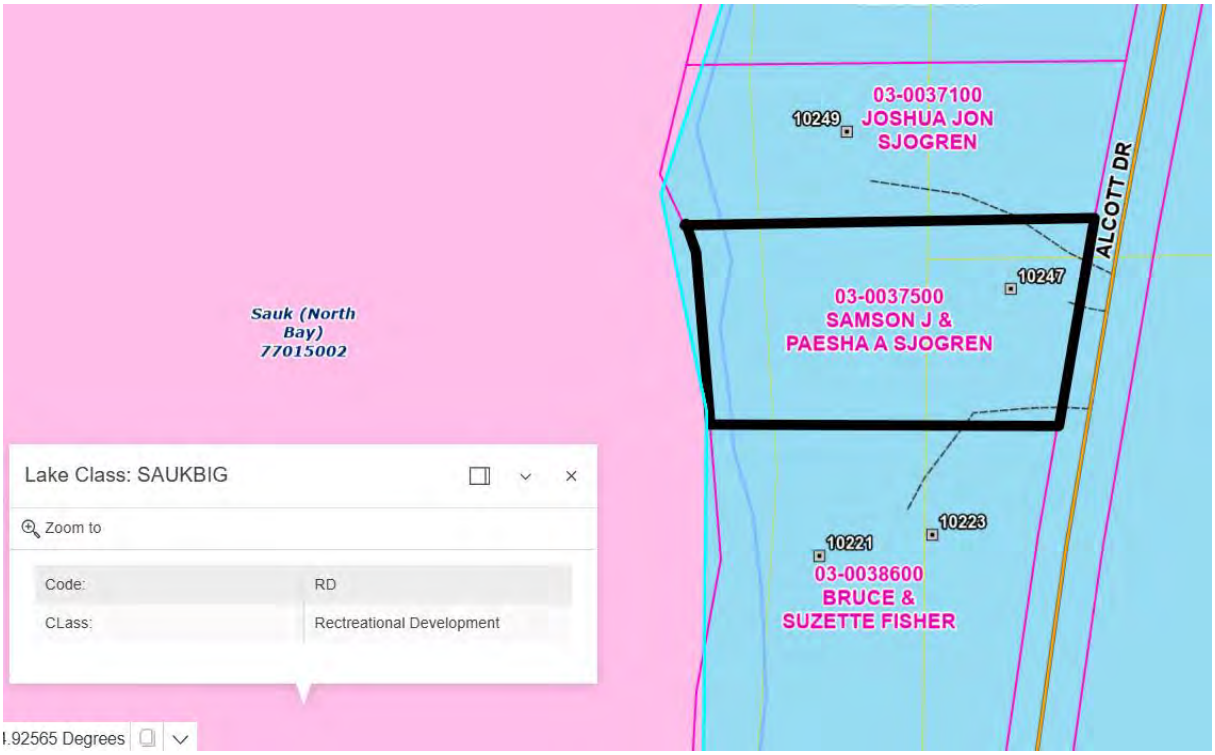
Applicant Request: Request for CUP to operate Service Business from the site in Recreational Development Shoreland Zoning District.



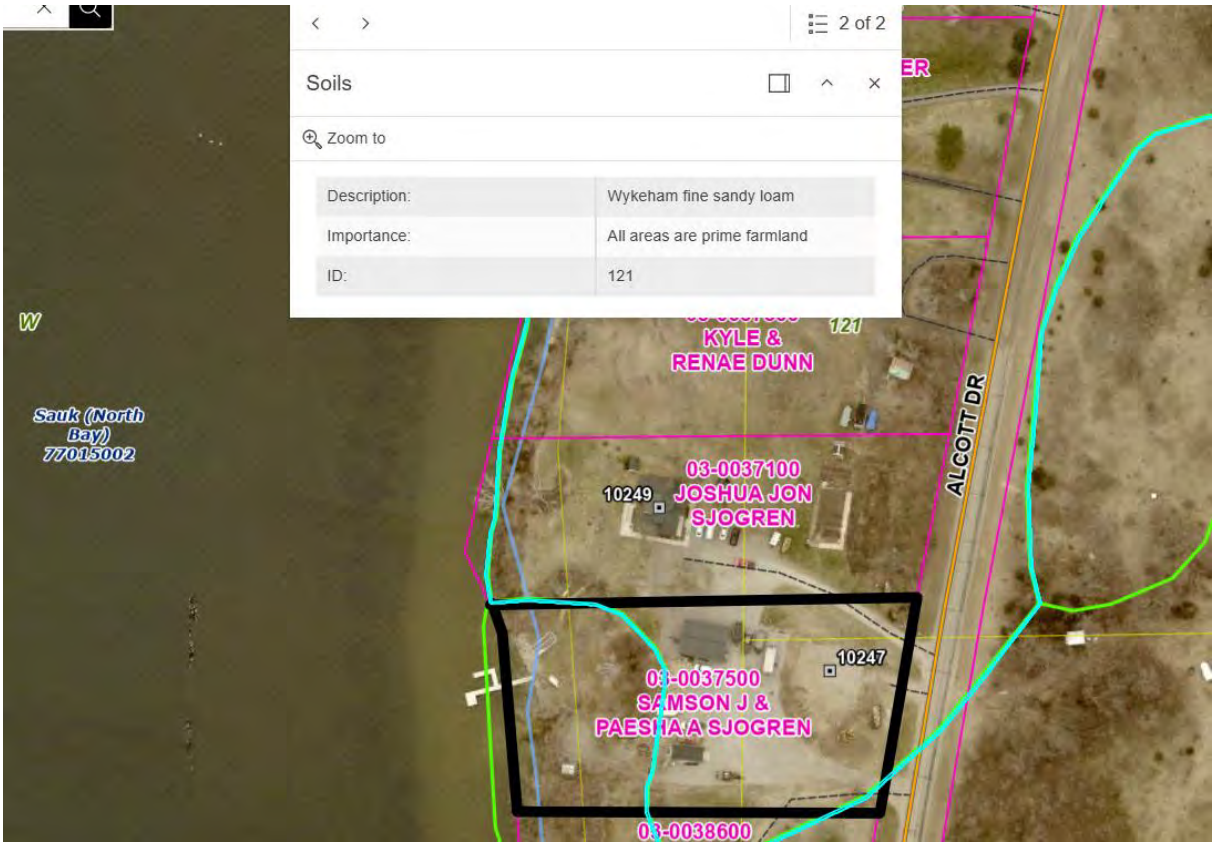

10249
03-0037100
JOSHUA JON
SJOGREN
10247
03-0037500
SAMSON J &
PAESHA A SJOGREN
Sauk (North
Bay)
77015002
ALCOTT DR
03-0038600
BRUCE &
SUZETTE FISHER
Site Image



Site sketch provided in the application



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.

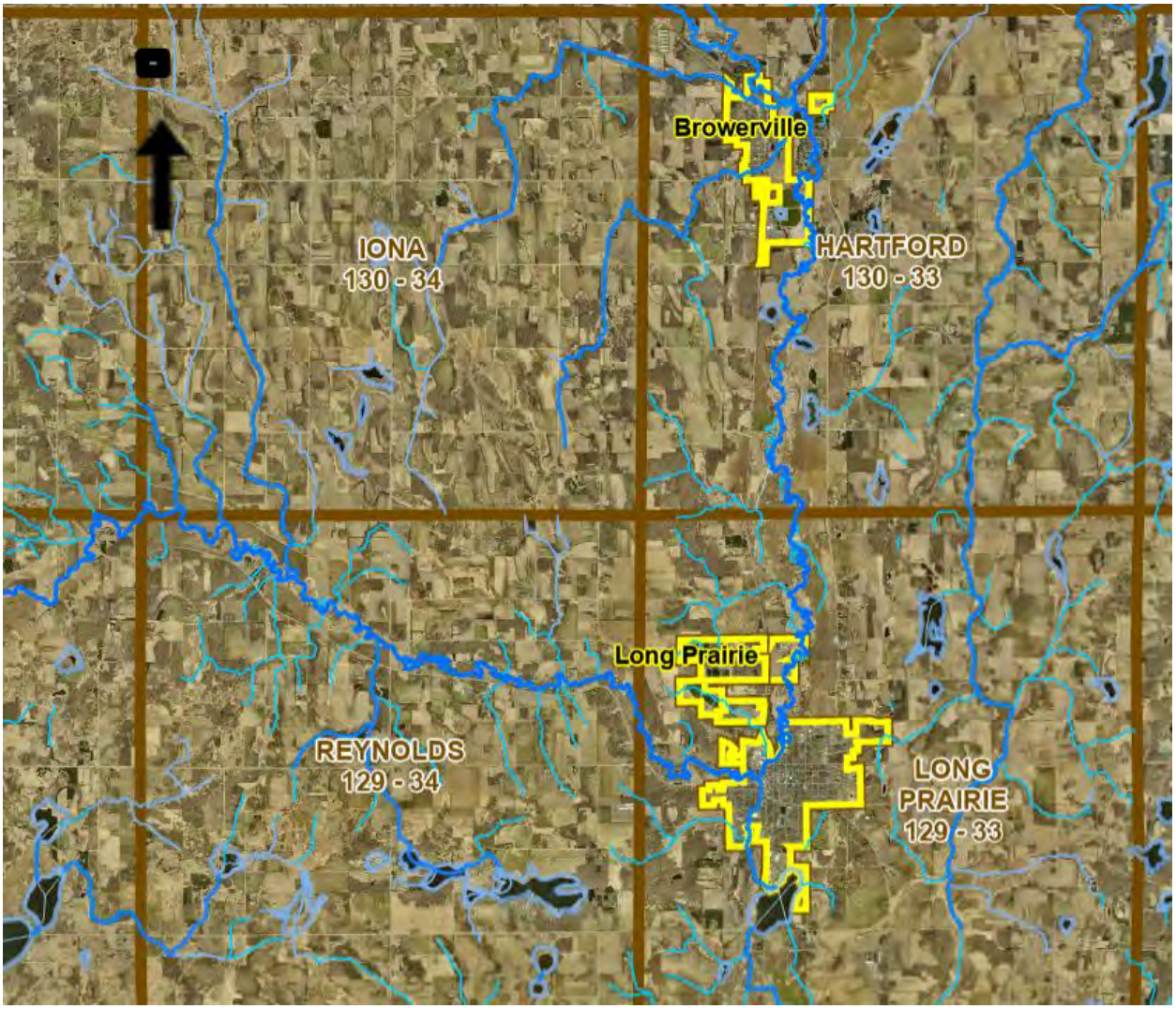
Recommendation:

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	**Emery C. Miller**
PIN	**13-0006100**
Site Address	**32422 165th Avenue**
Zoning District	**AF1**

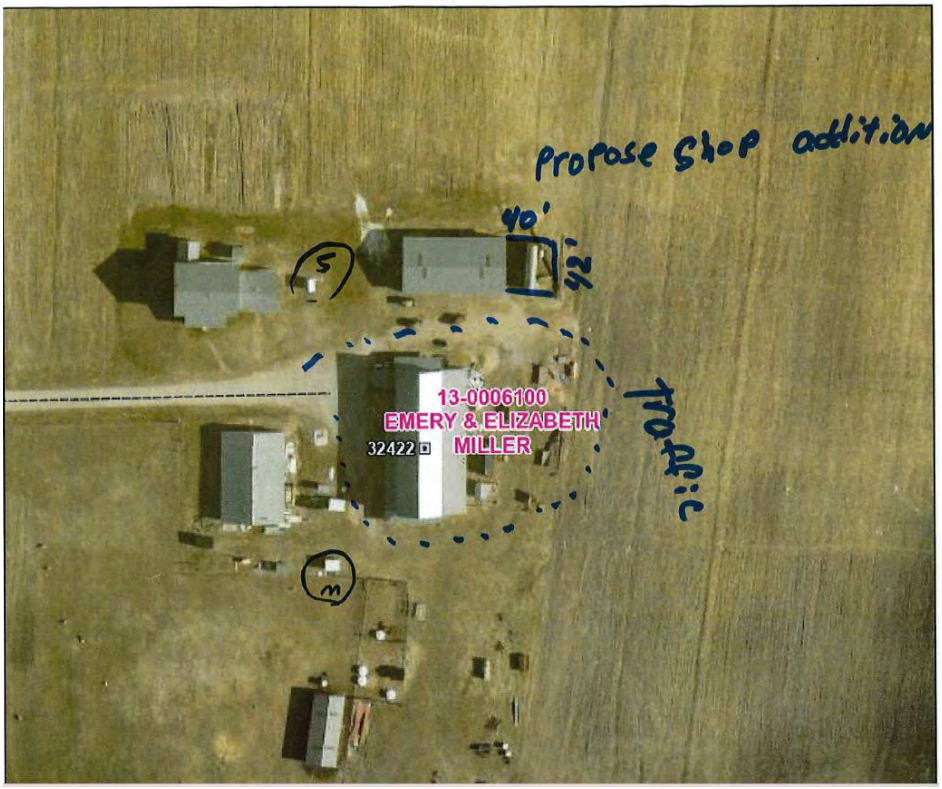
Applicant Request: Request for CUP to operate the Wholesale Production of Sheds and Chicken Coops in AF-1 Zoning District.





Site Image

Site Map



Site sketch provided with the application



Zoning



Topography and wetlands



Soils



Looking north down 165th Ave



Looking south



Looking east into the property from 165th Ave



Looking NE at existing structure



Proposed addition area



Looking east

Application Considerations:

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

The Todd County Comprehensive Plan supports the establishment of businesses and economic growth.

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

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

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

There is a demand for the materials this operation will create and provides an opportunity for a business to operate in Todd County.

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

There are no parks, schools, or other public infrastructure of concern other than the roadway. There is not an anticipated large increase in traffic to and from the site as the proposal is for wholesale production.

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

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

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

Traffic congestion is of minor concern as this proposal is not anticipated to create a large increase in traffic volume due to wholesale production. The type of traffic and the impacts on the roadway are of larger concern.

Adequate space is available for off-street parking and loading space.

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

The main areas of concern would be dust, noise, and storage of products. The proposed building to house the operation is setback from the roadway and from property lines. Dust, noise, and storage can all be addressed with mitigating 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.***

Sawmills and other fiber processing operations are allowed in AF-1 zoning by conditional use permit.

Additional Notes:

Recommendation:

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

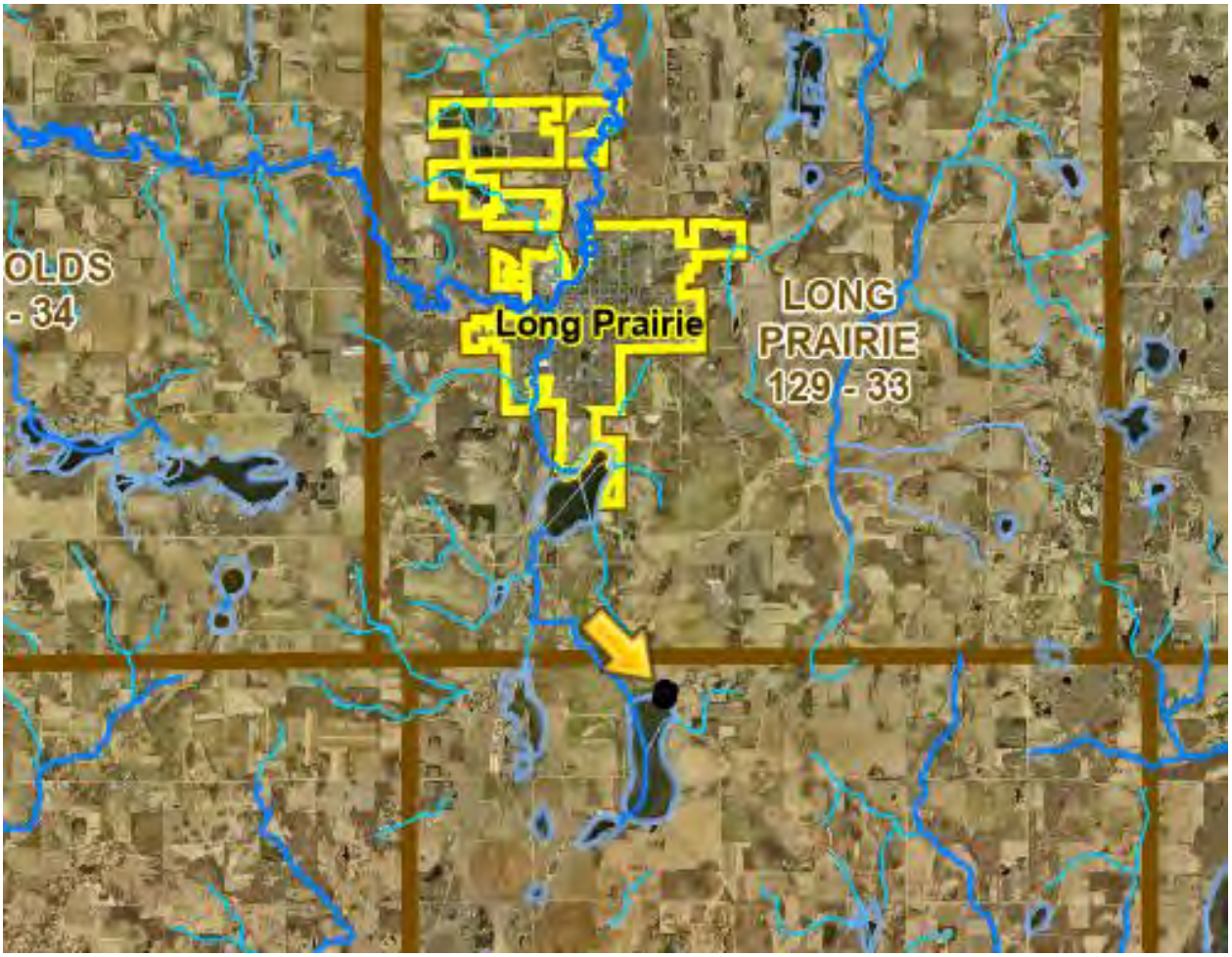
Proposed Conditions:

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

AGENDA ITEM 4:

Applicant	**Brian and Roxanne Becker, Beckers Retreat PUD**
PIN	**21-0050700**
Site Address	**25158 204th St**
Zoning District	**SHORELAND – RD – LAKE LATIMER**

Applicant Request: Request for CUP for a 1.64 acre Proposed Planned Unit Development in Recreational Development Shoreland Zoning District.

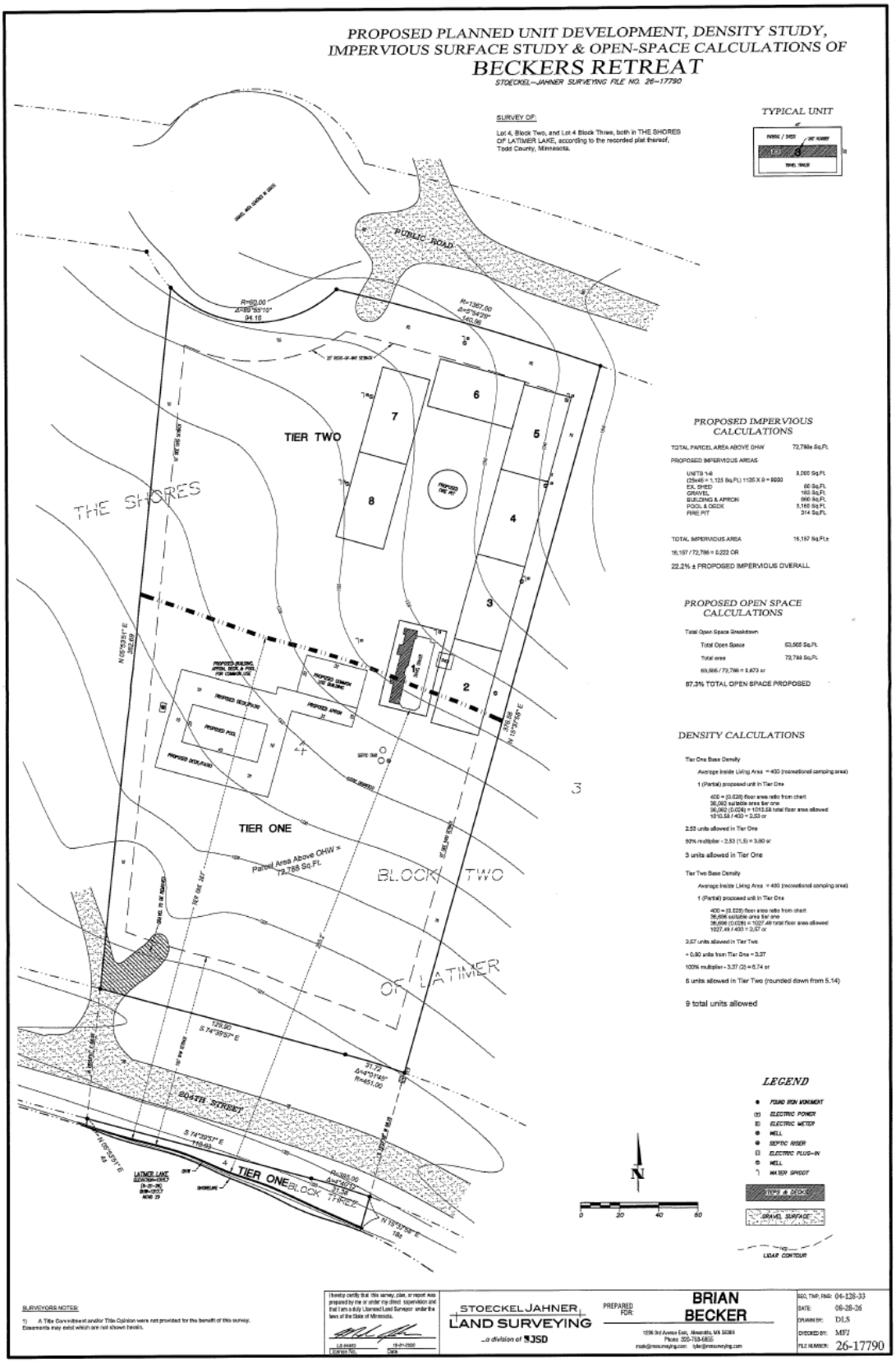




Site Image



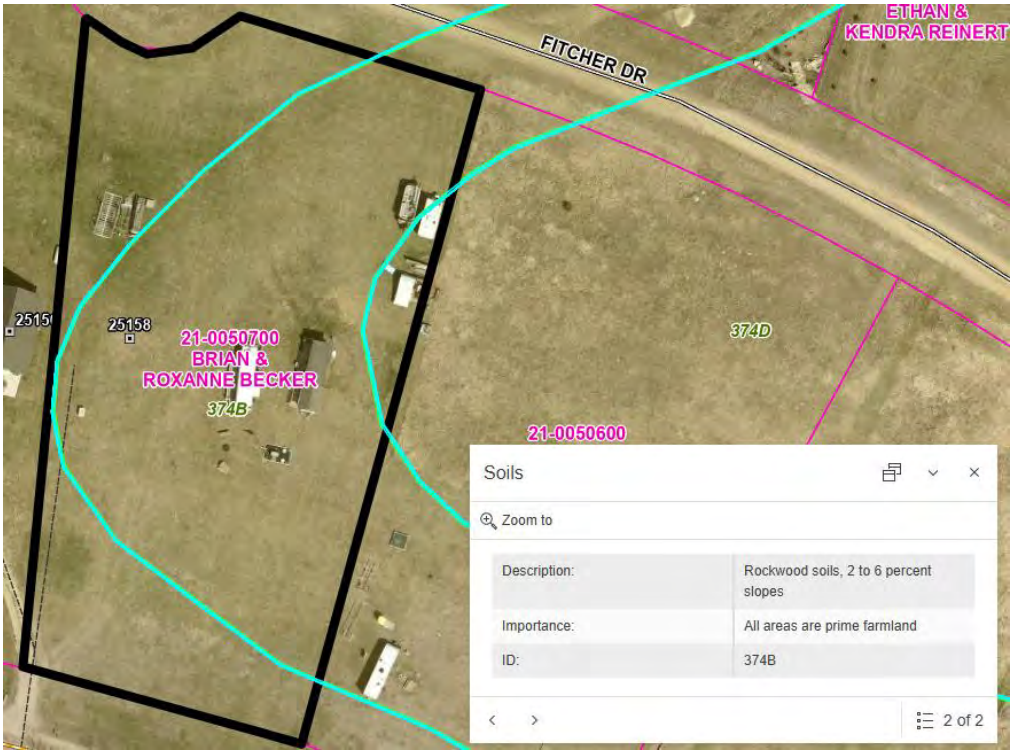
Zoning



PUD survey and density calculations



Topography and wetlands



Soils



Looking south along the west property boundary. Northwest property corner.



Looking south from the east property boundary. Northeast property corner.



Looking east down Fitcher Drive



Looking west



Looking south across the property



Looking west down 204th Street



Looking east



Looking north from the east property boundary.



Looking north from the west property boundary.



Looking east along the lake frontage



Looking west along the lake frontage

Application Considerations:

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

Environmental Assets #5 – Protect Todd County's forests, farmland, lakes, and open spaces.

Environmental Assets #6 – Expand recreational opportunities and public access.

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

This proposed land use is not expected to impede the normal and orderly development and improvement of surrounding properties. All setbacks will be met, density standards will be met, and additional conditions can be reviewed to offset adverse effects.

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.*

Planned Unit Developments are allowed as a conditional use in Shoreland Zoning. The applicants have identified the need for recreational space in the application.

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 main area of concern would be additional traffic on the roadway. The lower road along the lake frontage is a township gravel road. The upper road is a privately maintained public gravel road. There are no parks or schools in the vicinity of the site. Electric service is already on the site, and private sewer is proposed to serve the campsites.

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.*

Planned unit developments have strict standards for impervious surface and density of site. Both standards are proposed to be met. Establishing conditions to mitigate additional environmental concerns should be considered in the review process. Considerations of tree plantings, buffer areas, stormwater management, and sewer compliance should be reviewed.

The existing septic system on the site has been inspected and found to be compliant. Additional septic capacity will be required to meet the minimum standards of MN Rule 7080.

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 amount of additional traffic should be reviewed and determined if it will raise the level of impact to the roadways. Adequate off-street parking is available in the green space of the site and should be established as a condition to limit impacts on the road.

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.*

Noise and appearance are the main areas of concern. Appearance can be addressed by keeping the site orderly and organized. Noise concerns can be addressed by requiring campground rules and protective covenants that establish quiet hours of the campground.

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.*

Planned Unit Developments are identified as a Conditional Use in Shoreland Zoning.

Additional Notes:

Although the applicant is proposing this campground for family use it must be reviewed as a Commercial Planned Unit Development and is subject to these standards of the Ordinance.

Prior to final action being taken on the application, the applicant must submit the following items:

1. A site plan and/or plat for the project. (Submitted with application)
2. A property owners association agreement in a residential PUD. This is a Commercial PUD and would not be submit to this standard.
3. Deed restrictions, covenants, permanent easements or other instruments that:
    a. Properly address future vegetative and topographic alterations, construction of additional buildings, beaching of watercraft, and construction of commercial buildings in residential PUDs. (This is a Commercial PUD)
    b. Ensure the long-term preservation and maintenance of open space. (Not submitted)

c. When necessary, a master plan/drawing describing the project and floor plan for all commercial structures to be occupied. (This is not a requirement by Ordinance but can be required by the Planning Commission or County Board if necessary.)
d. Other documents as requested by the Planning Commission and Director that are necessary to explain how the PUD will be designed and will function.

Base density calculations were completed and provided in the surveyed drawing of the PUD.

Proposed Conditions if recommended for approval:

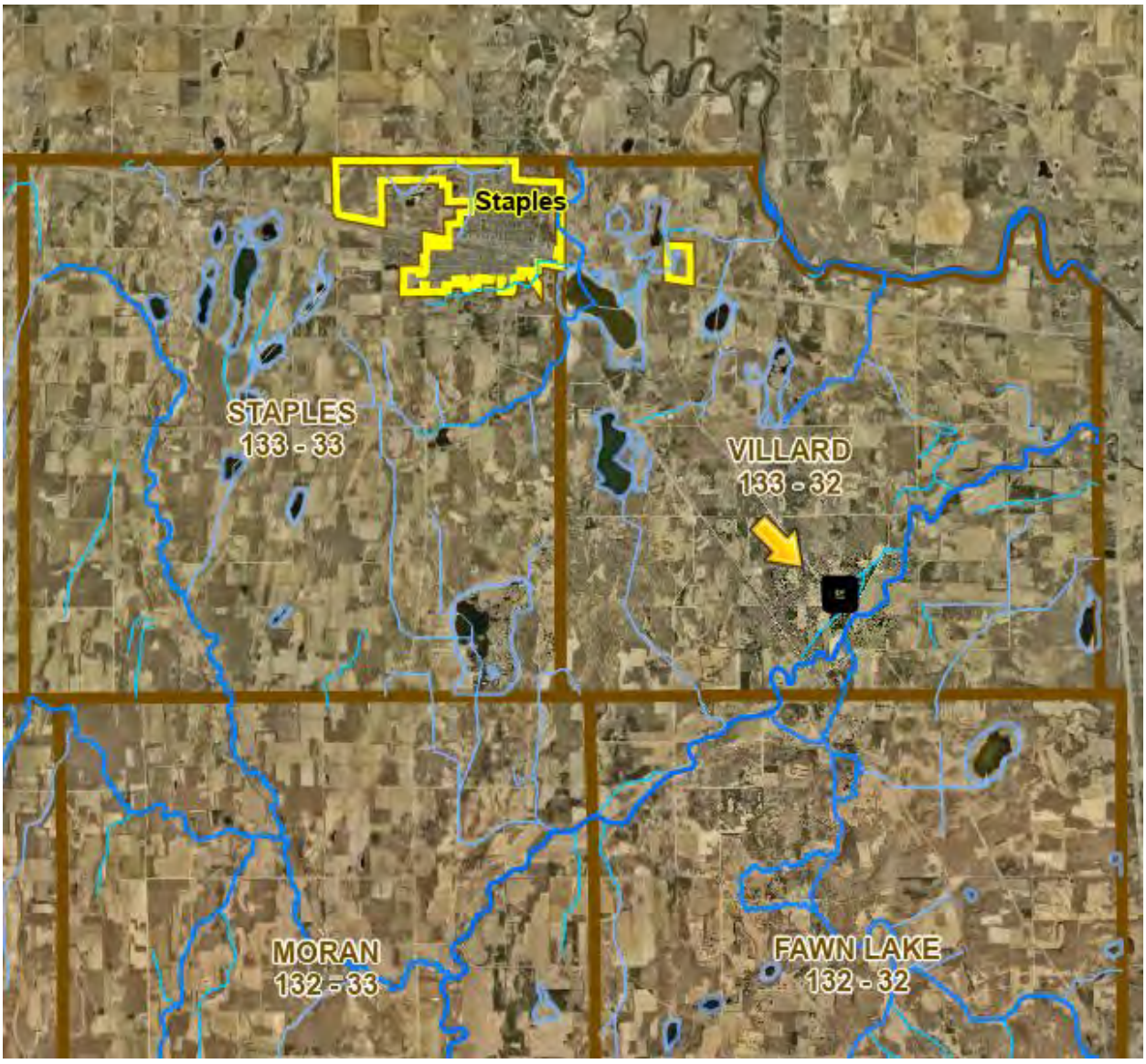
1. All campsites shall be provided with connection to a compliant septic system.
2. Installation of an approved septic system prior to the start of operation.
3. Establishment of a 911 address number and placement of a physical sign for emergency services.
4. Off-street parking shall be provided for all campground guests.
5. Campground is limited to 8 camp sites as identified in the application. Additional campsites shall require the review of the Planning Commission.
6. Applicant shall abide by all applicable standards of Section 7.16 and 7.17 of the Todd County Planning and Zoning Ordinance.
7. Applicant shall abide by all other applicable standards including but not limited to the Minnesota Department of Health.

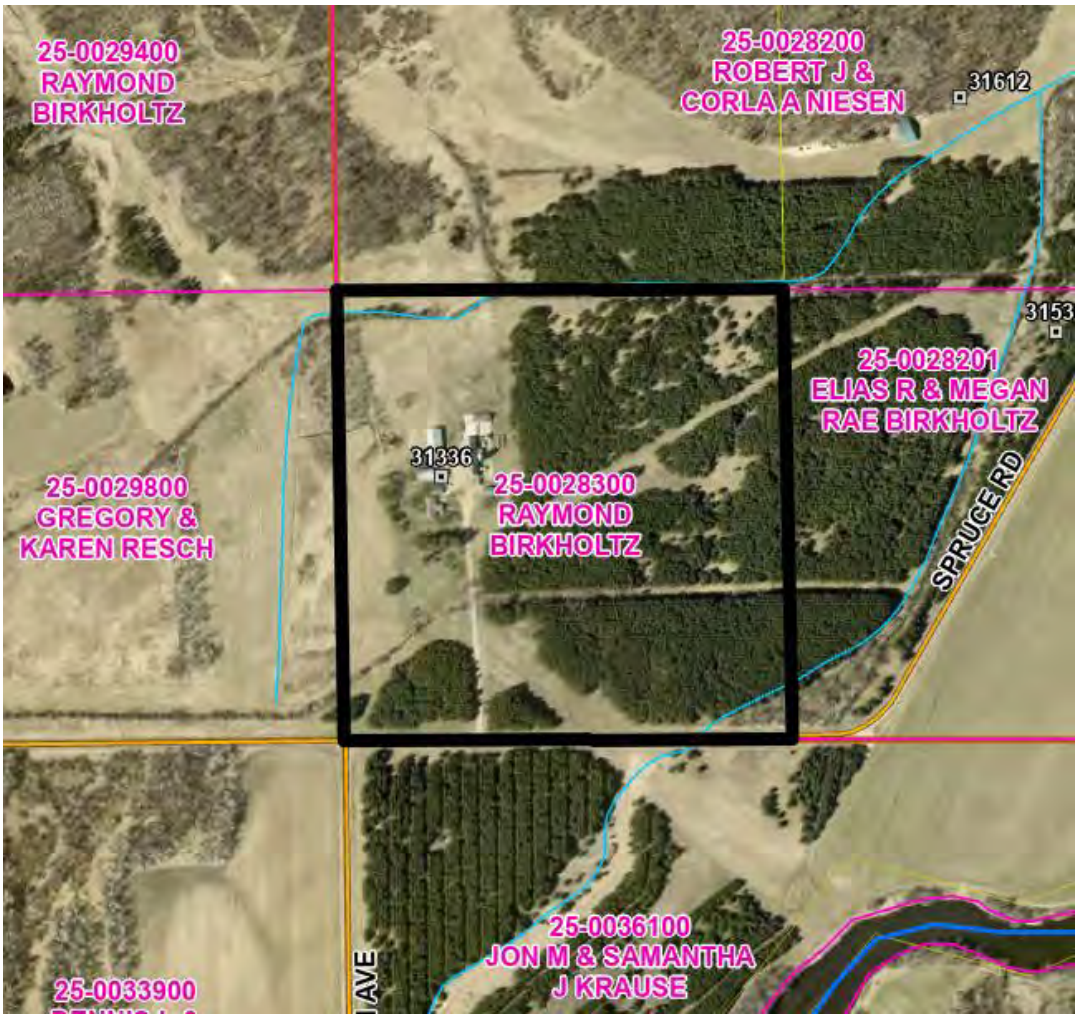
If recommended for denial, factual findings to deny the application shall be established on the record. Findings shall be connected to the property and the standards identified in the Ordinance.

AGENDA ITEM 5:

Applicant	**Raymond Birkholtz**
PIN	**25-0028300**
Site Address	**31336 Spruce Road**
Zoning District	**AF2**

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

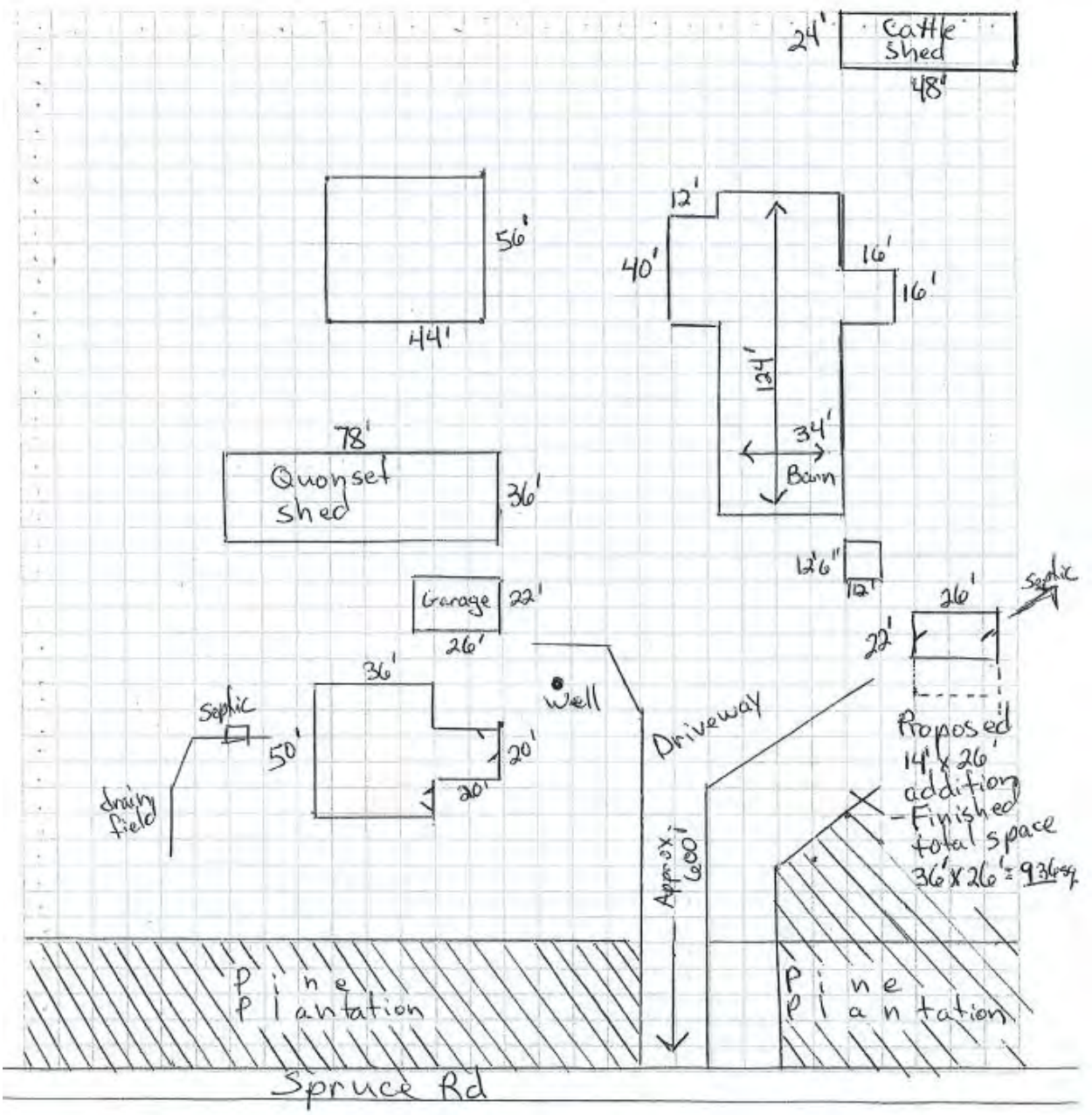




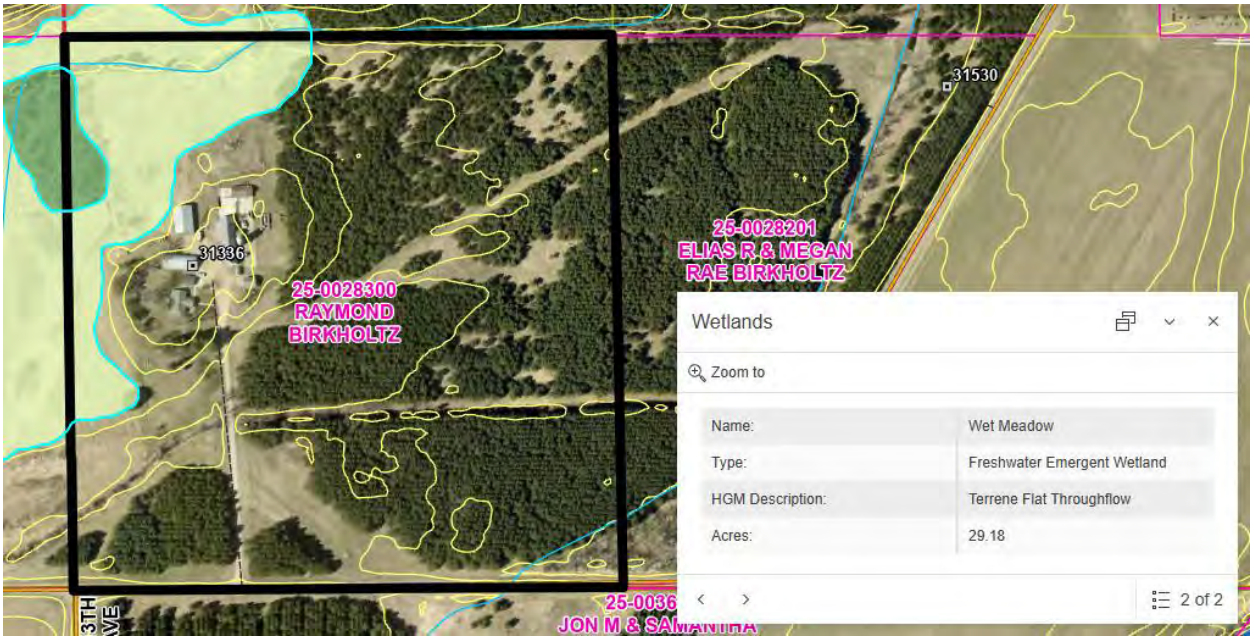
Site Image



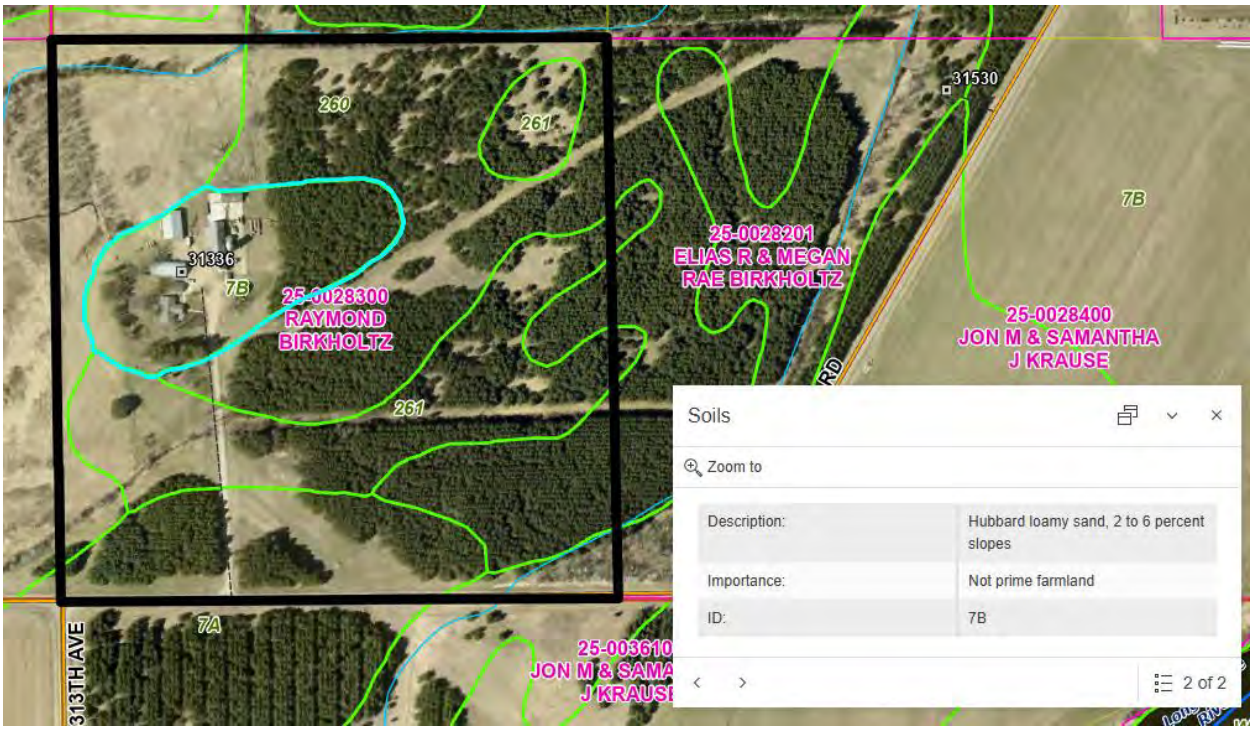
Zoning



Site sketch provided in the application



Topography and wetlands



Soils



Structure proposed to be converted to Temporary Family Housing



Looking north from Spruce Road



Looking west down Spruce Road



Looking east

Section 9.17 – Temporary Family Housing

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

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

Additional Notes:

Recommendation:

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

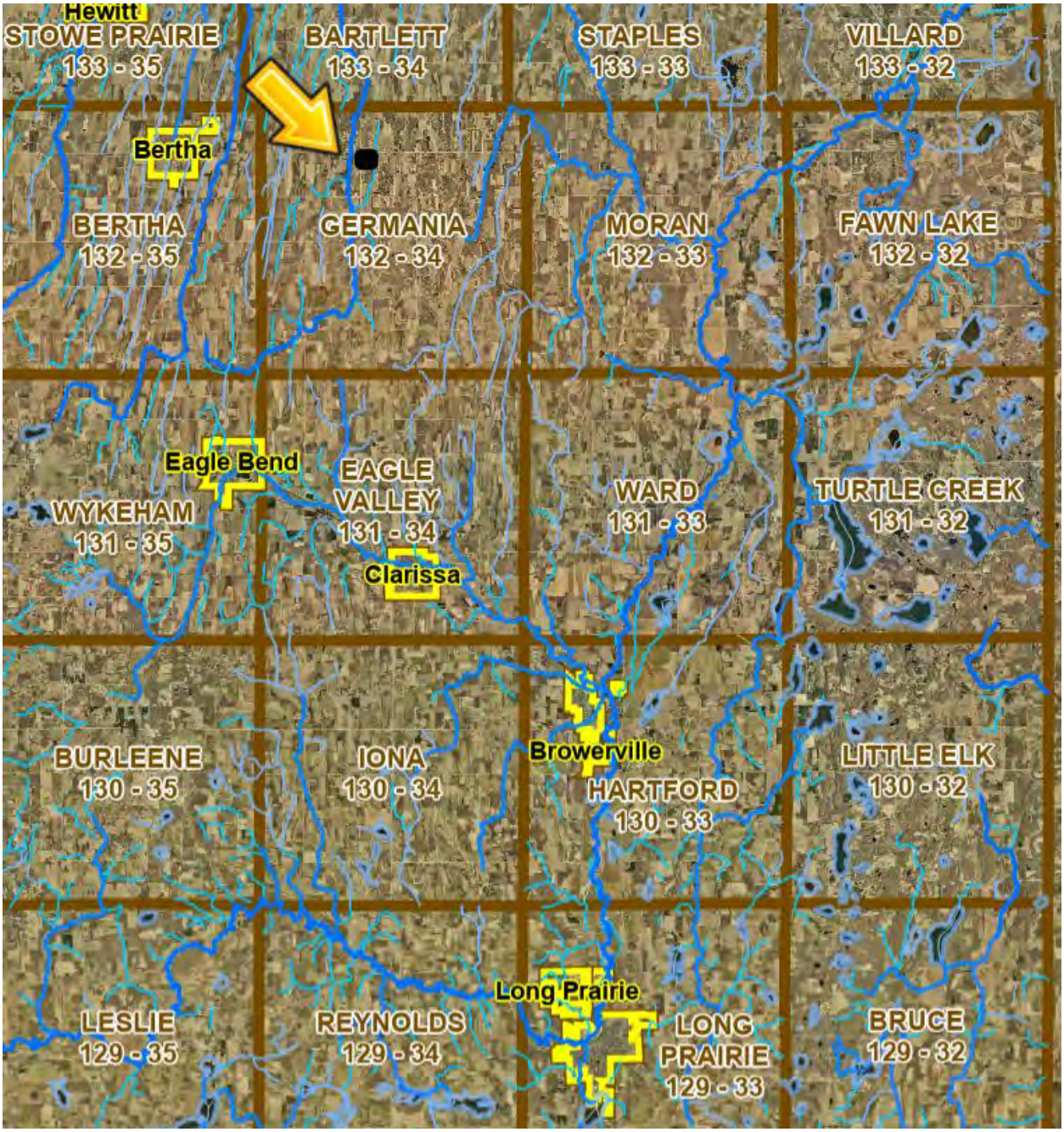
Proposed Conditions:

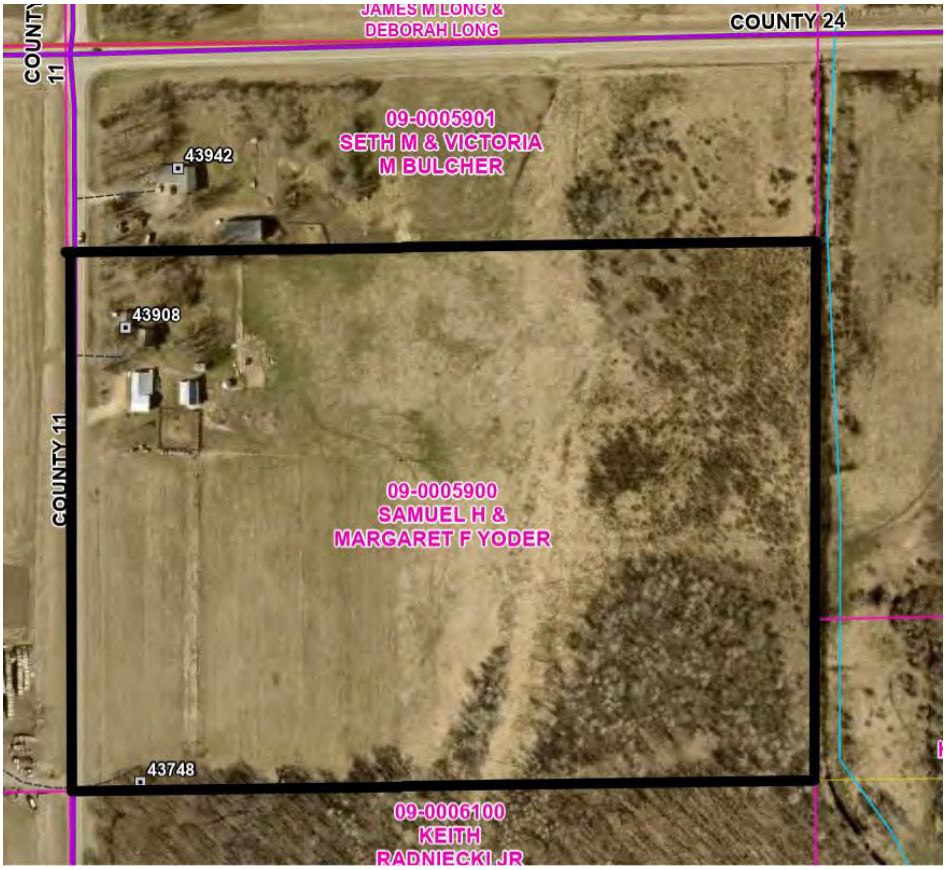
1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.
2. Applicant shall obtain a land use permit for conversion of the existing structure along with the structure addition prior to recording of Conditional Use Permit.
3. Applicant shall abide by all other applicable federal, state, and local standards.

AGENDA ITEM 6:

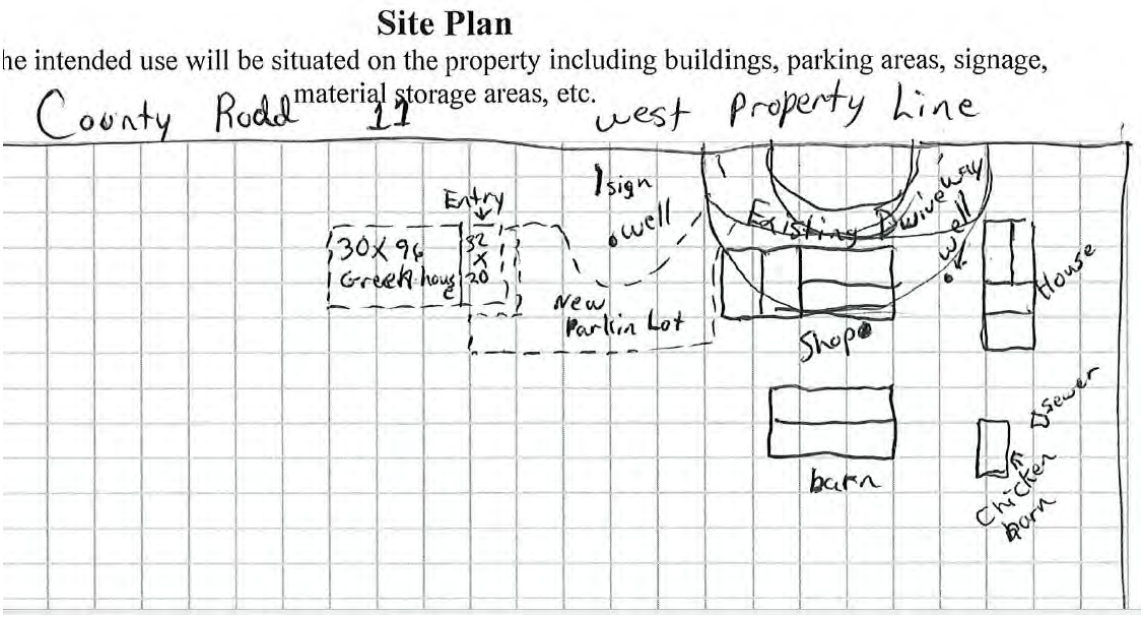
Applicant	**Samuel Yoder**
PIN	**09-0005900**
Site Address	**43908 County Road 11**
Zoning District	**AF2**

Applicant Request: Request for CUP for Retail Greenhouse for selling flowers and vegetables in AF-2 Zoning District.





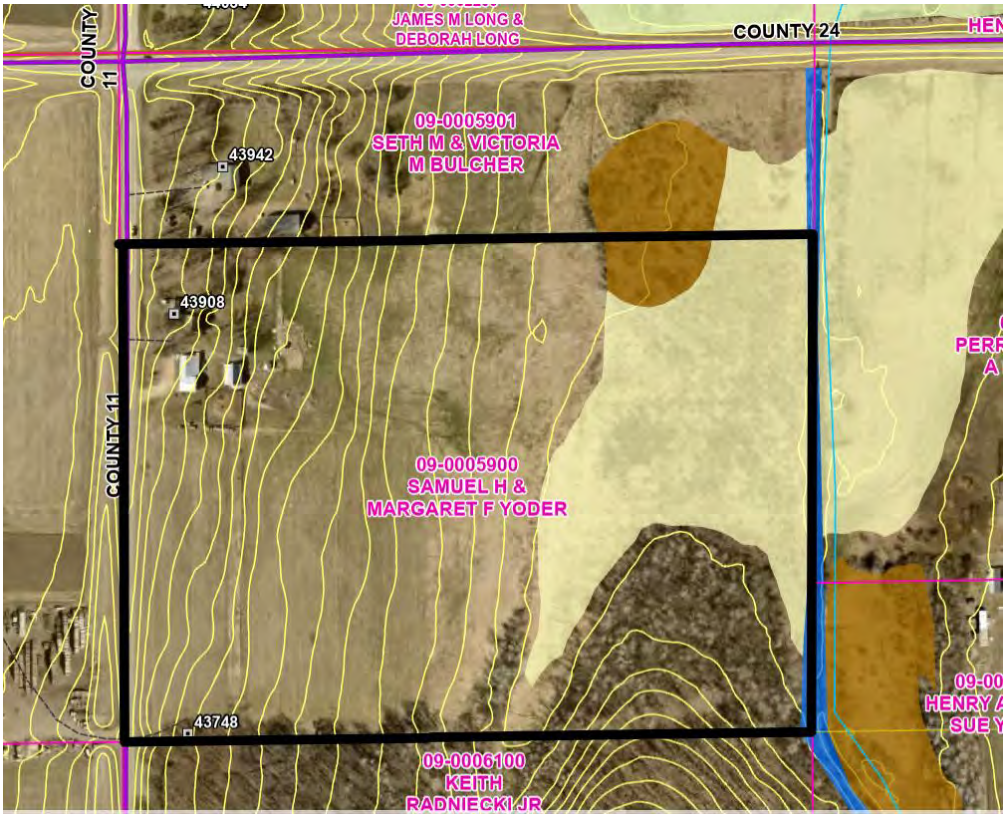
Site Image



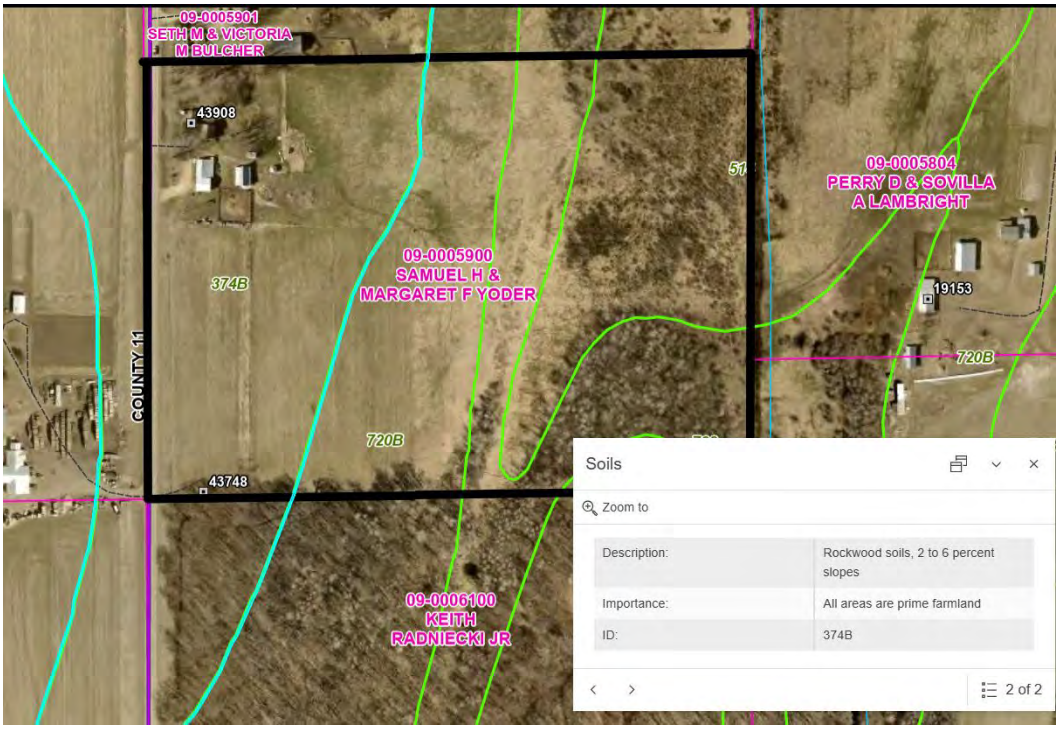
Site sketch provided in the application



Zoning



Topography and wetlands



Soils



Looking north down County 11



Looking south



Looking east from County 11



Looking east again



Proposed parking area



Looking south. Proposed greenhouse location

Application Considerations:

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

The Todd County Comprehensive Plan supports the establishment of businesses and economic growth.

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

There are no expected impacts to 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 high demand for the products produced through a greenhouse. This provides additional opportunities 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.*

There are no anticipated impacts to existing infrastructure. The site is accessed from a paved County Highway and located near the intersection with another paved County highway.

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.***

Minimal environmental effects are anticipated as a result of this land use. There are no surface waters in the vicinity. Greenhouses use water for growth of plants but will not raise the level of needing additional permitting. Sewage treatment was verified as compliant in the application process.

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

The site is located on a paved County highway intended for higher traffic volumes. Off-street parking is proposed in the application. The proposed area is not large but additional space is available if additional parking is needed.

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, dust, noise, glare, appearance and vibration.

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.***

Greenhouses are identified as a conditional use in AF2 Zoning.

Additional Notes:

Recommendation:

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

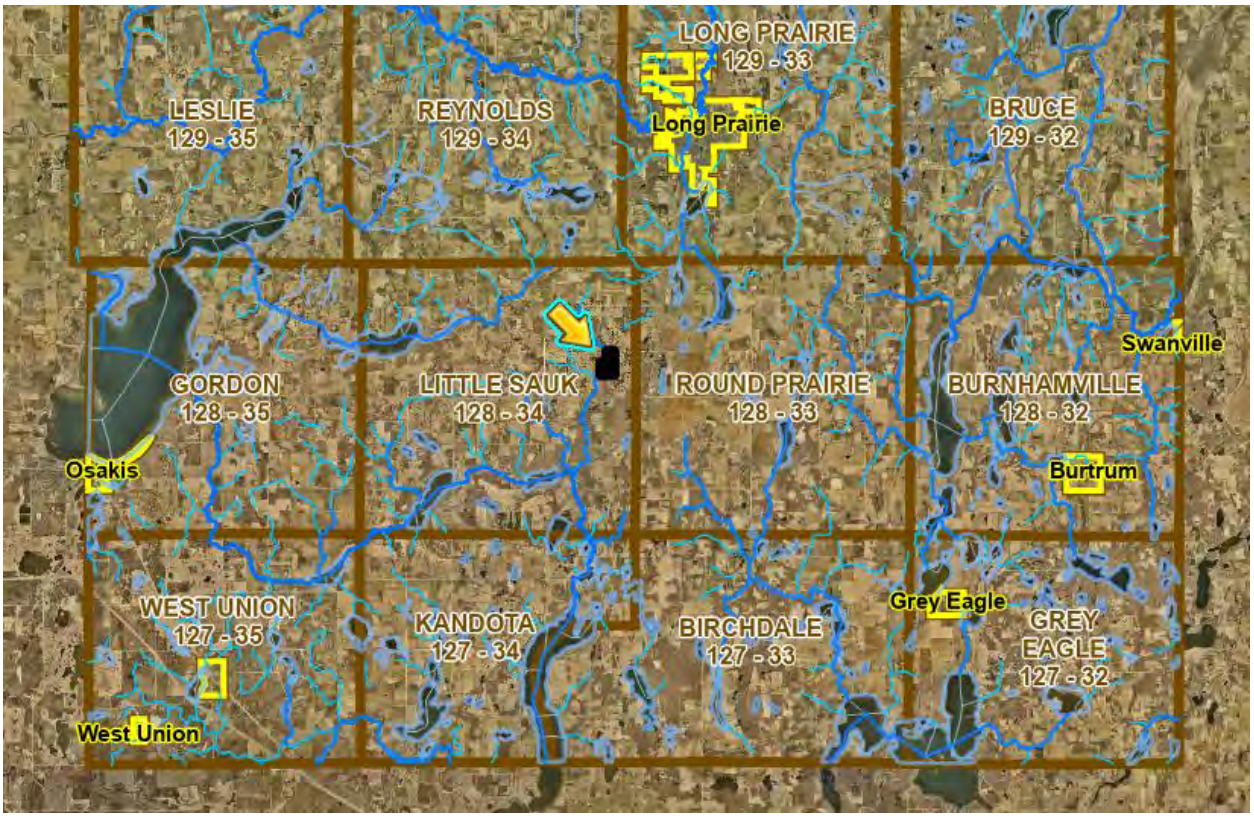
Proposed Conditions:

1. The greenhouse operator must provide adequate off-street parking for all greenhouse traffic. No parking will be allowed within the road right of way.
2. No loading or unloading of materials will be allowed within the road right of way.
3. The business is restricted to construction of one greenhouse as identified in the application. Construction of additional greenhouses will require review by the Planning Commission.
4. Applicant must obtain additional permitting and/or licensing from additional government agencies as necessary.

AGENDA ITEM 7:

Applicant	**Atlee Hershberger**
PIN	**17-0011302**
Site Address	**22397 190th Street**
Zoning District	**AF1**

Applicant Request: Request for CUP for Cabinet Making Business/Retail in AF-1 Zoning District.

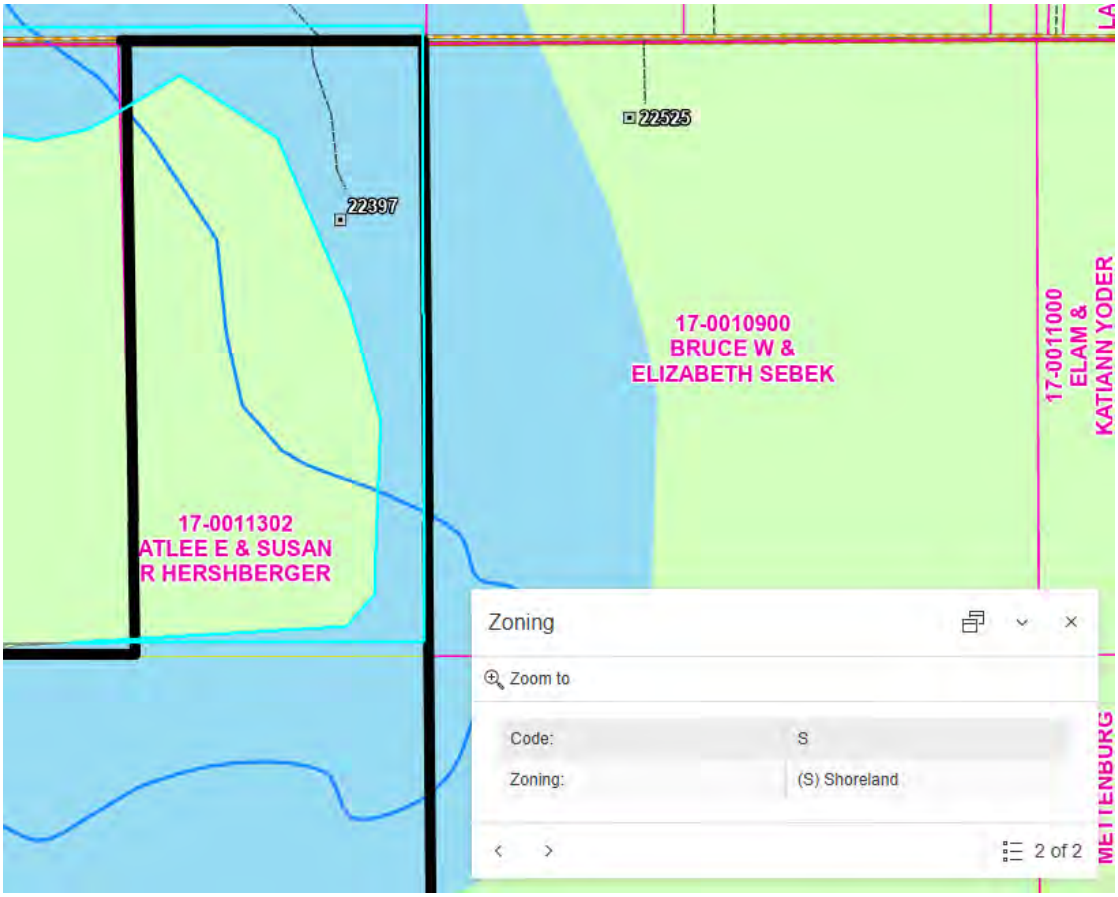




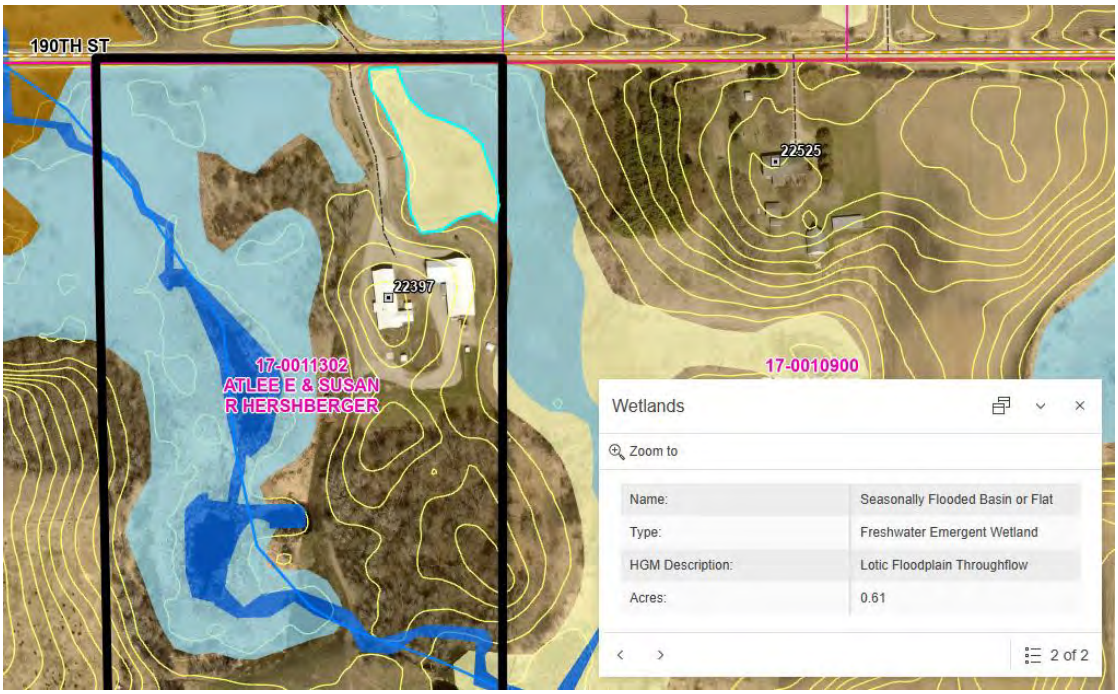
Site Image



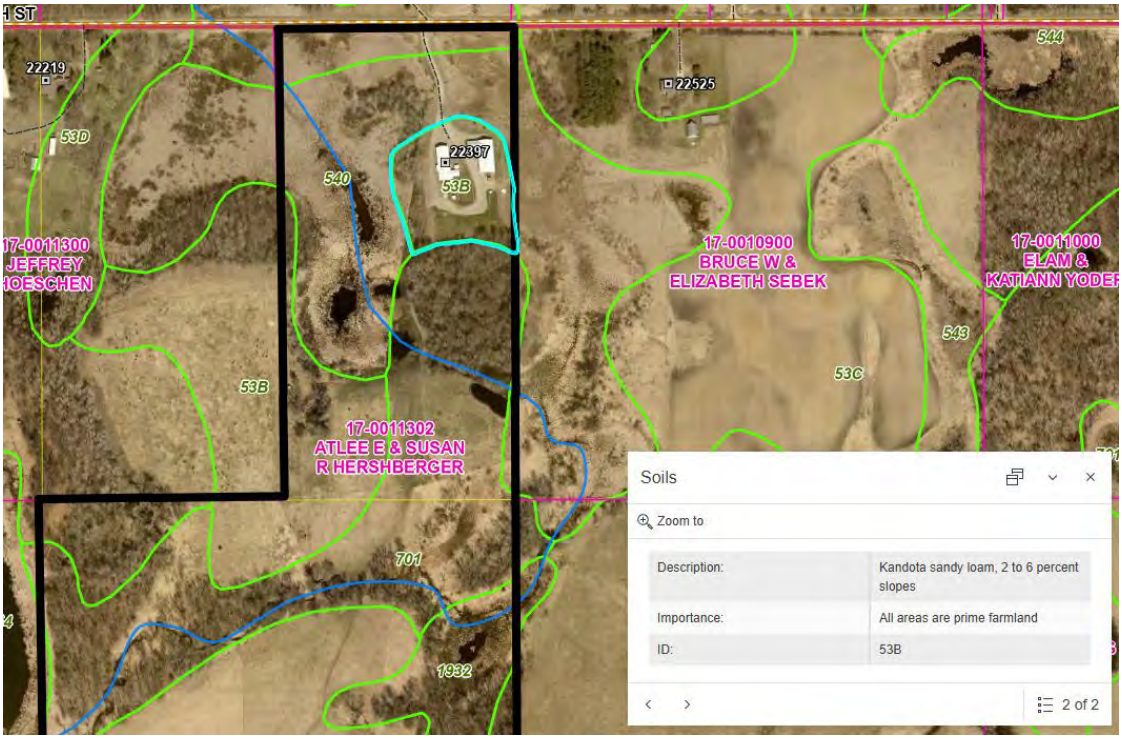
Site Image provided with the application



Zoning



Topography and wetlands



Soils



Looking east down 190th Street



Looking west



Looking north into the property



Additional north view



Looking south from the building site



Sawdust collection system



Structure proposed for cabinet building

Application Considerations:

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

The Todd County Comprehensive Plan supports the establishment of businesses and economic growth.

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

There are no anticipated impacts to 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.***

The proposed business provides opportunities for growth within Todd County.

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

There are no parks, schools, or other public facilities in the vicinity of the site. Impacts to the roadway are expected to be minimal. The road is a Township gravel road. The Township has reviewed this application prior to submittal.

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 minimal environmental effects expected as a result of this land use.

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 adequate space for off-street parking and loading space. Traffic congestion is not anticipated to impact 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.***

The main areas of concern would be with dust and noise. The existing structure has a sawdust collection system. The operation was observed on site, and noise levels were not exceeding acceptable levels.

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.***

Wood and other fiber processing is identified as a conditional use in AF1 Zoning.

Additional Notes:

The current zoning map does not accurately reflect the Shoreland Zoning area that impacts this property. The proposed structure of operation is located outside of shoreland and in the AF1 zone.

Recommendation:

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

Proposed Conditions:

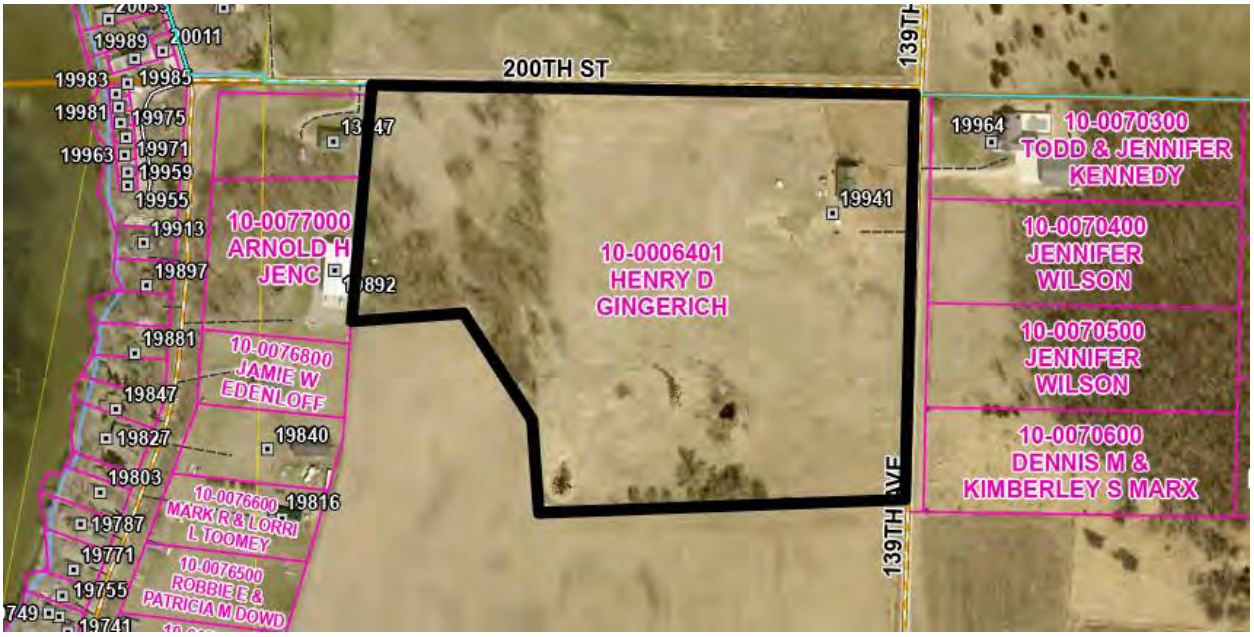
1. The operation shall be conducted within a permitted structure.
2. There shall be no loading or unloading of materials within the road right-of-way.
3. Off-street parking shall be provided for all business traffic.
4. Applicant shall abide by all other applicable federal, state, and local standards.

AGENDA ITEM 8:

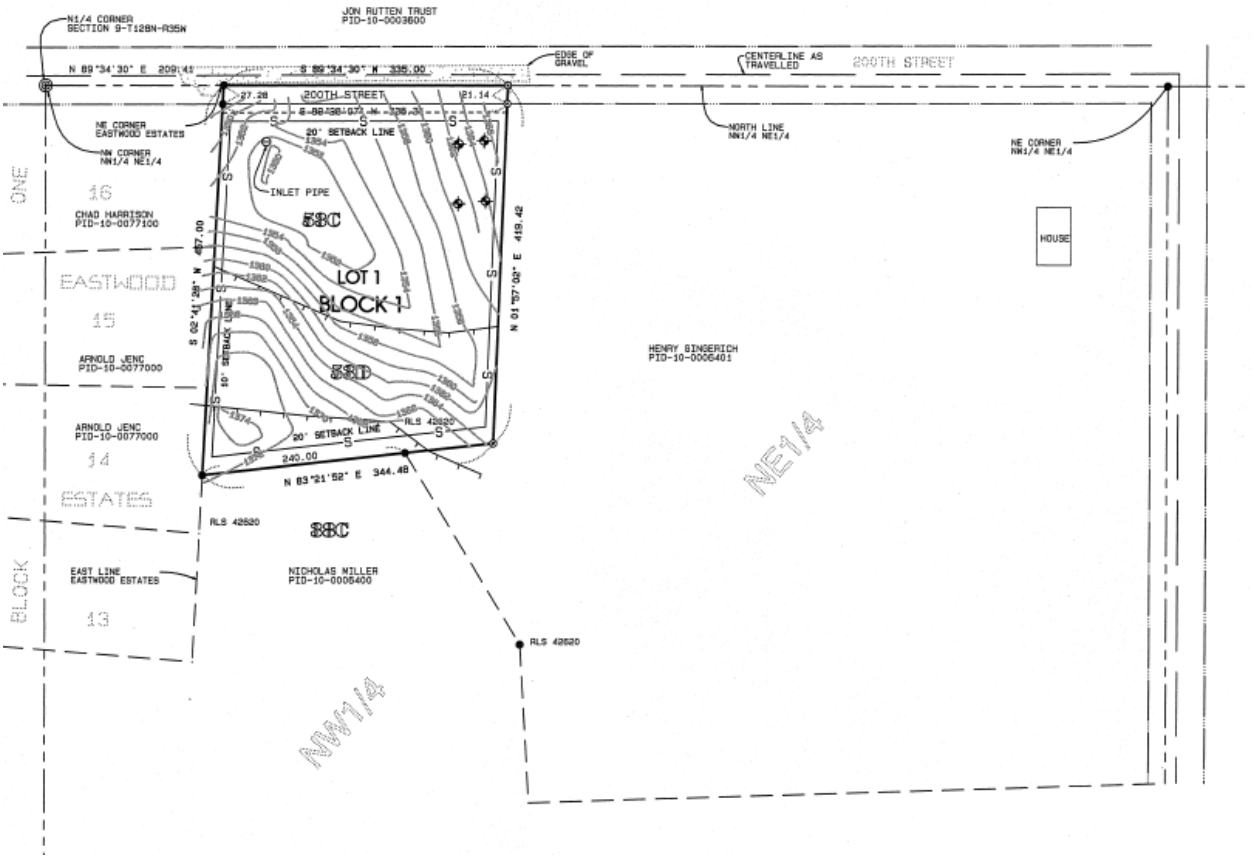
Applicant	**Henry Gingrich**
PIN	**10-0006401**
Site Address	**19941 139th Ave**
Zoning District	**SHORELAND – GD – LAKE OSAKIS**

Applicant Request: Request for 3.39-acre one lot Plat in General Development Shoreland Zoning District

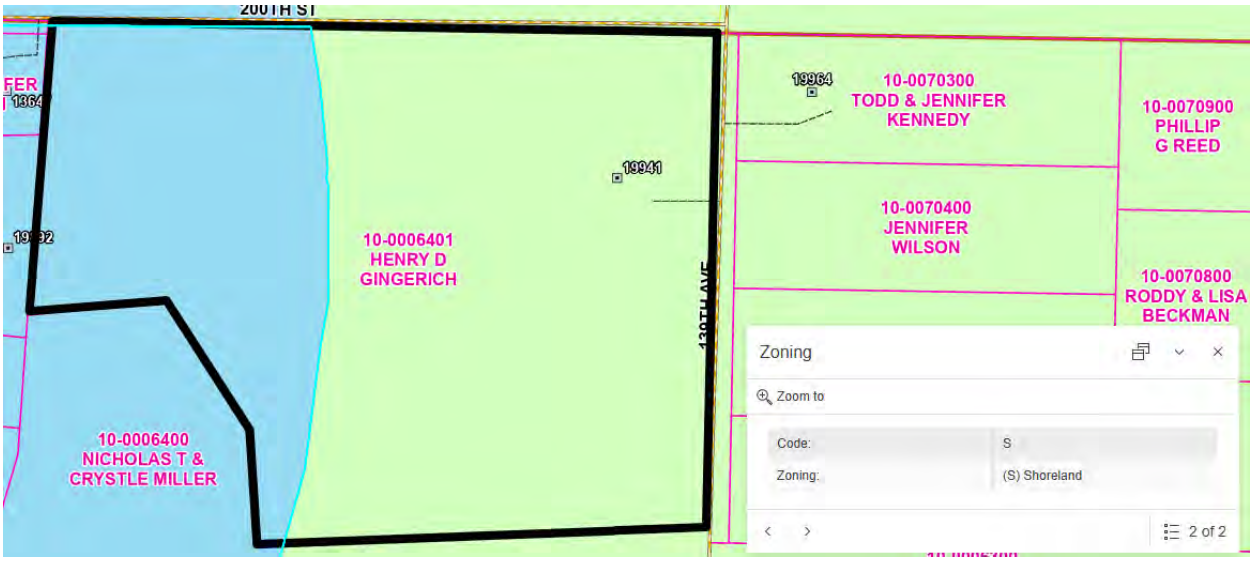




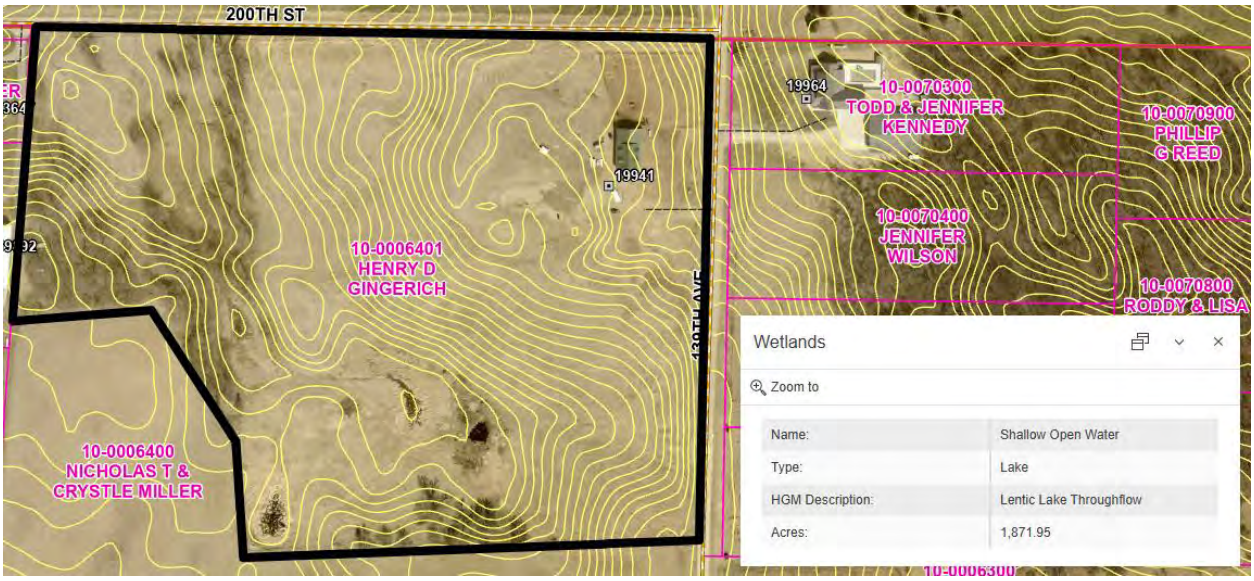
Site Image



Preliminary Plat



Zoning



Topography and wetlands



Soils



Looking south along the proposed east property boundary.



Looking east down 200th Street



Looking west



Looking south along the proposed western property boundary



Looking southeast across the proposed lot



Proposed sewer location

Dimensional Features of the Preliminary Plat

Feature	*Requirement/Minimum*	*Conforming?*
TOTAL LOT AREA	40,000 square feet	Yes
BUILDABLE AREA	18,000 square feet	Yes
LOT WIDTH	180’	Yes
LOT DEPTH	150’	Yes
ROAD FRONTAGE	180’ or 50’ when platted	Yes
SEWERABLE SITES	2 sewerable sites identified	Yes

Physical Features of the Preliminary Plat

Feature	*Comments*
BLUFF IMPACT ZONE	None
SEVERE STEEP SLOPES (30%/50ft)	None
SOILS	Sandy Loam

Feature	*Comments*
WETLANDS	None
STREAMS	None
FLOODPLAINS	None
VEGETATION	Grassed and wooded areas.

Additional Notes:

Recommendation:

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

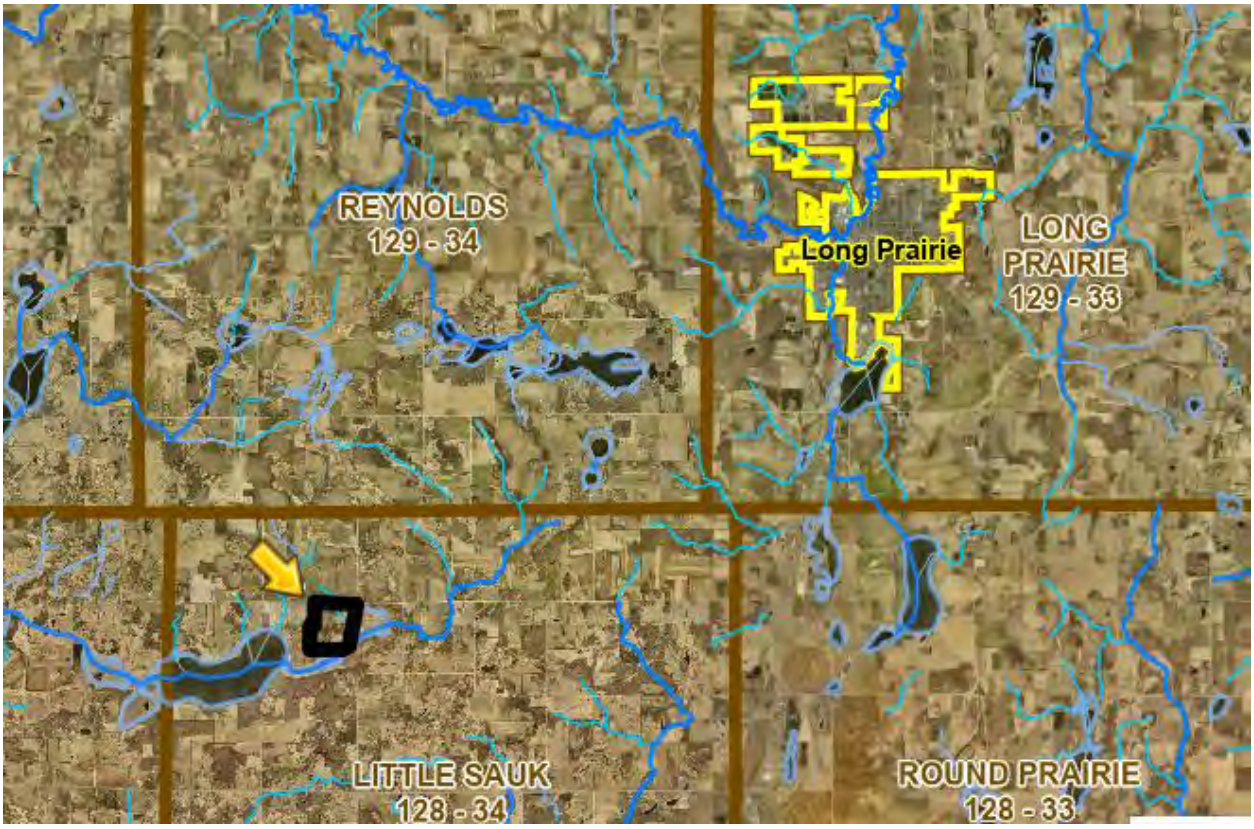
Proposed Conditions:

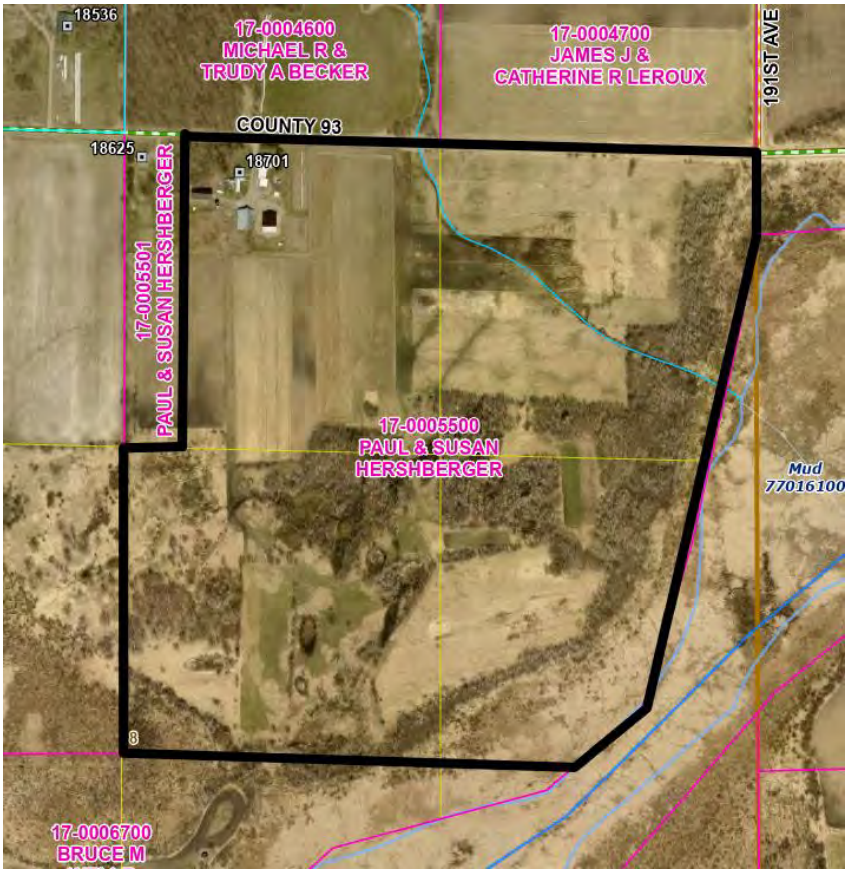
1. New accesses from the road shall be approved by the road authority prior to installation.
2. Applicant must abide by all other applicable federal, state, and local standards.

AGENDA ITEM 9:

Applicant	**Paul Hershberger**
PIN	**17-0005500**
Site Address	**18701 County Road 93**
Zoning District	**AF1**

Applicant Request: Request for CUP for Retail Lumber Yard with proposed 48’ x 84’ addition to existing structure in AF-1 Zoning District.

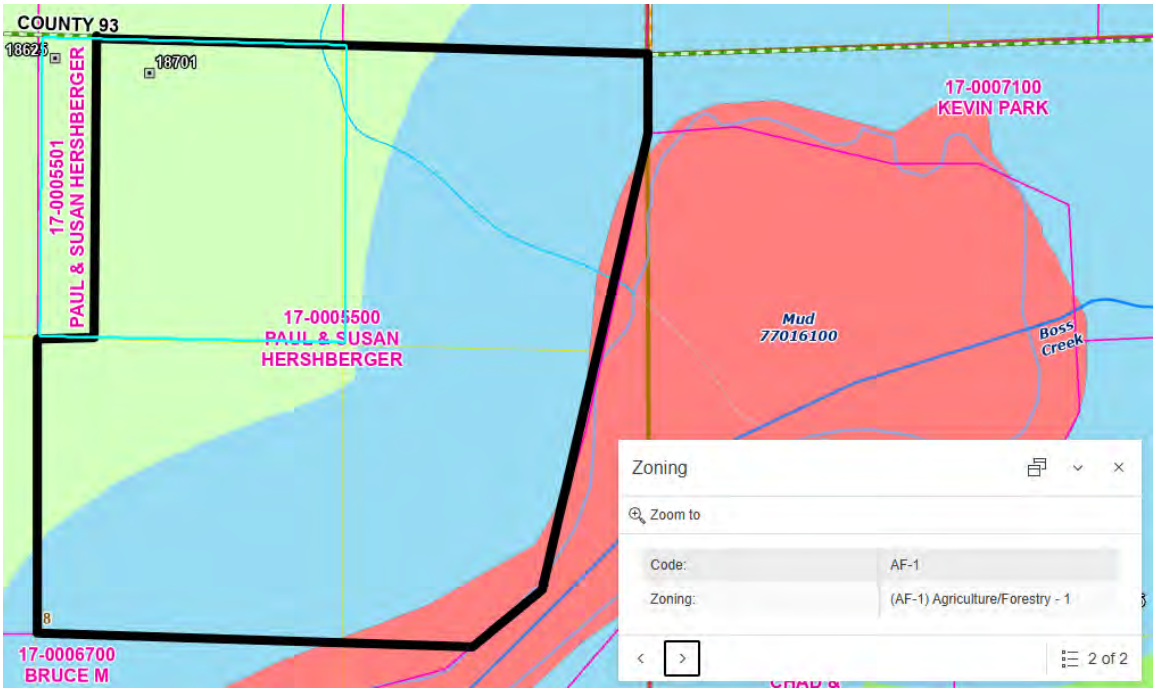




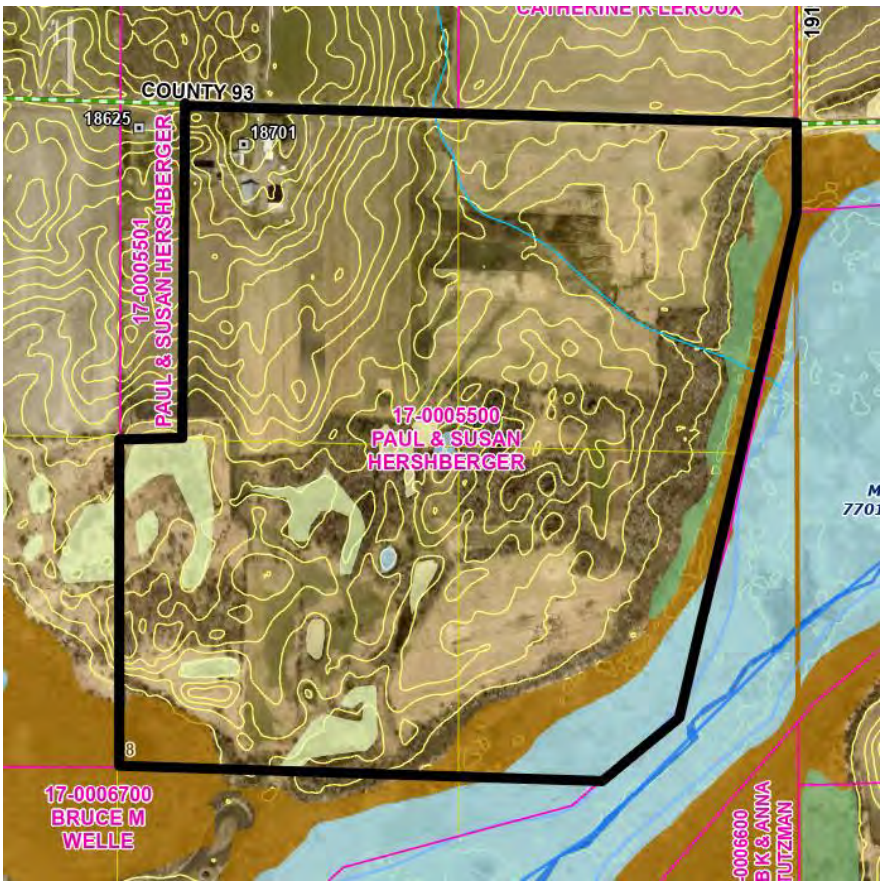
Site Image



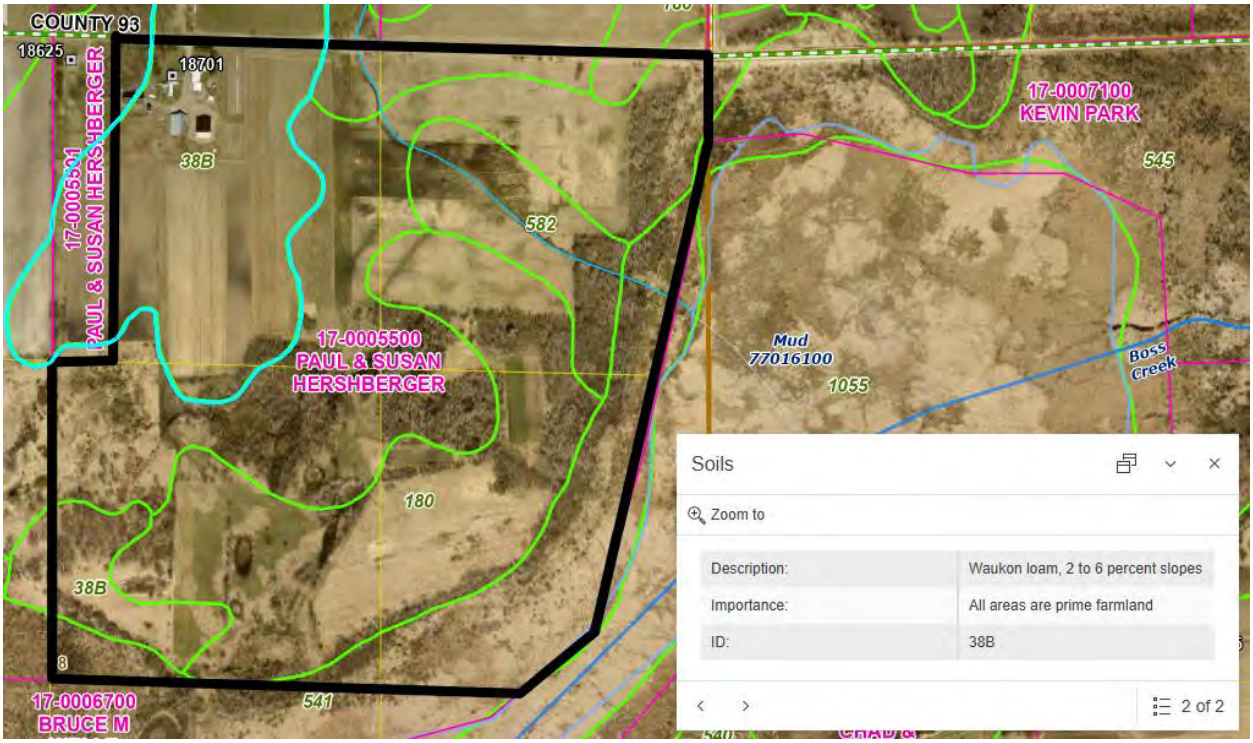
Site Image provided in the application



Zoning



Topography and wetlands



Soils



Proposed expansion location. Looking west



Looking southwest



Looking east down County 93



Looking west



Looking south from County 93



Looking southeast



Looking north from the building site towards County 93



Looking south

Application Considerations:

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

The Todd County Comprehensive Plan supports the establishment of businesses and economic growth.

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

This proposed land use has no anticipated impacts to the normal and orderly development and 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.*

The proposed land use provides 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.*

There are no parks, schools, or other public infrastructure that will be impacted by this land use. The roadway is a County gravel road and minimal impacts are expected as a result of this operation.

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 minimal environmental impacts as a result of this proposed use. The nearest surface water is over ½ mile from the site and there are no anticipated impacts to groundwater.

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.***

Adequate off-street parking is available for business traffic and should be established as a condition. An additional driveway is proposed for access to the site and traffic flow through the site.

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 public nuisance with this application. The main area of concern would be appearance but can be mitigated by organized, orderly management of the site.

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.***

Retail sales are identified as a Conditional Use in AF1 Zoning.

Additional Notes:

Recommendation:

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

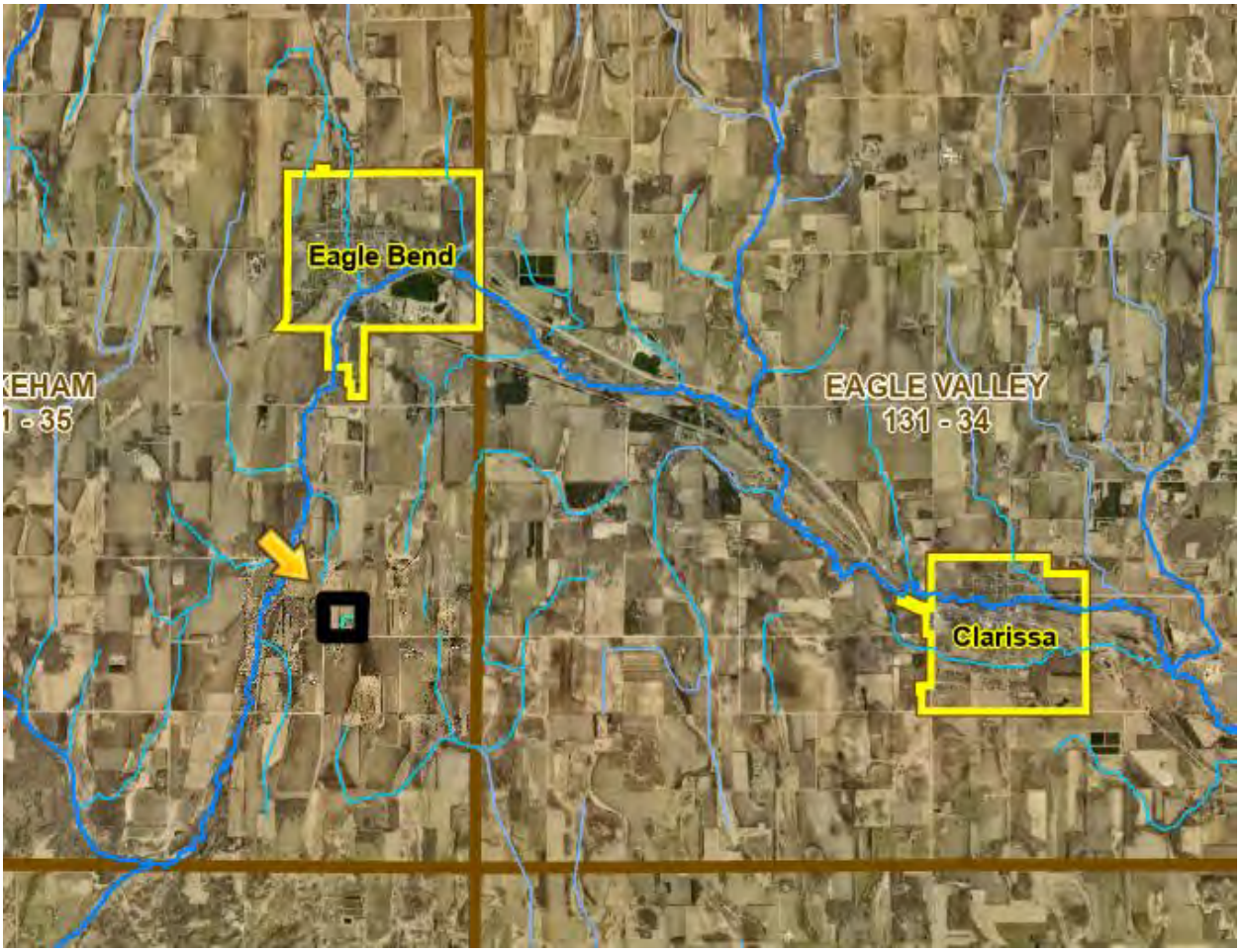
Proposed Conditions:

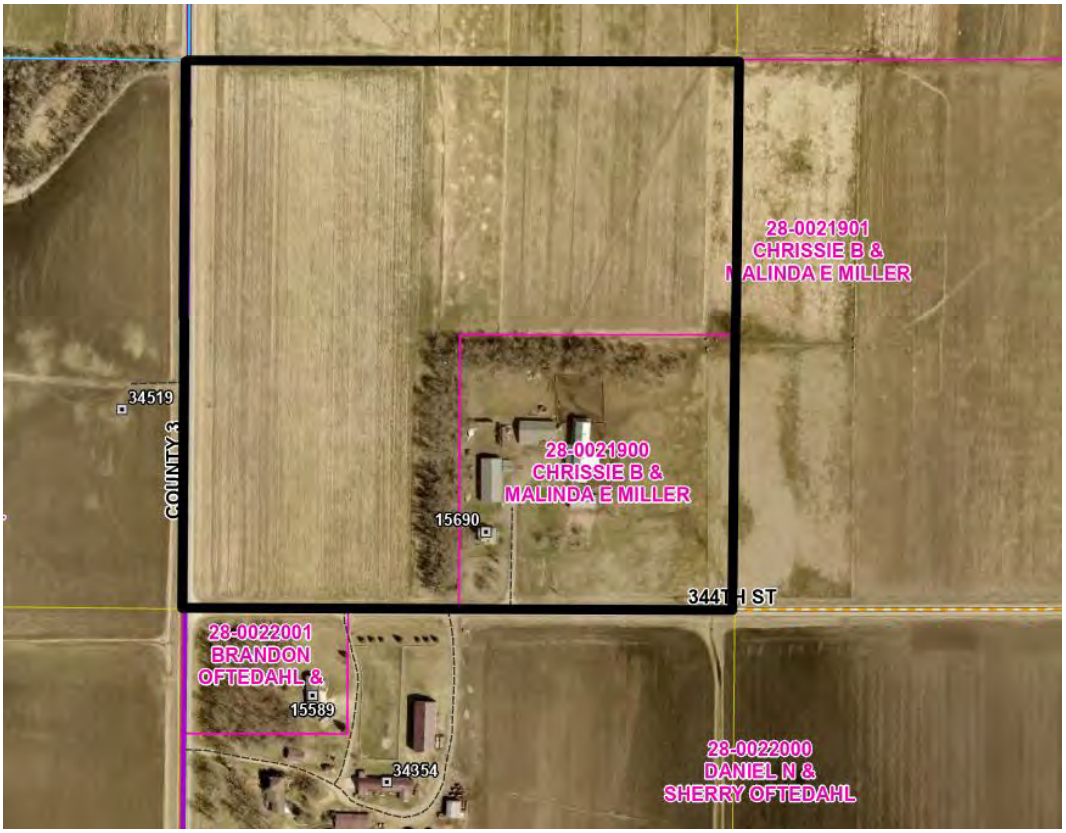
1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

AGENDA ITEM 10:

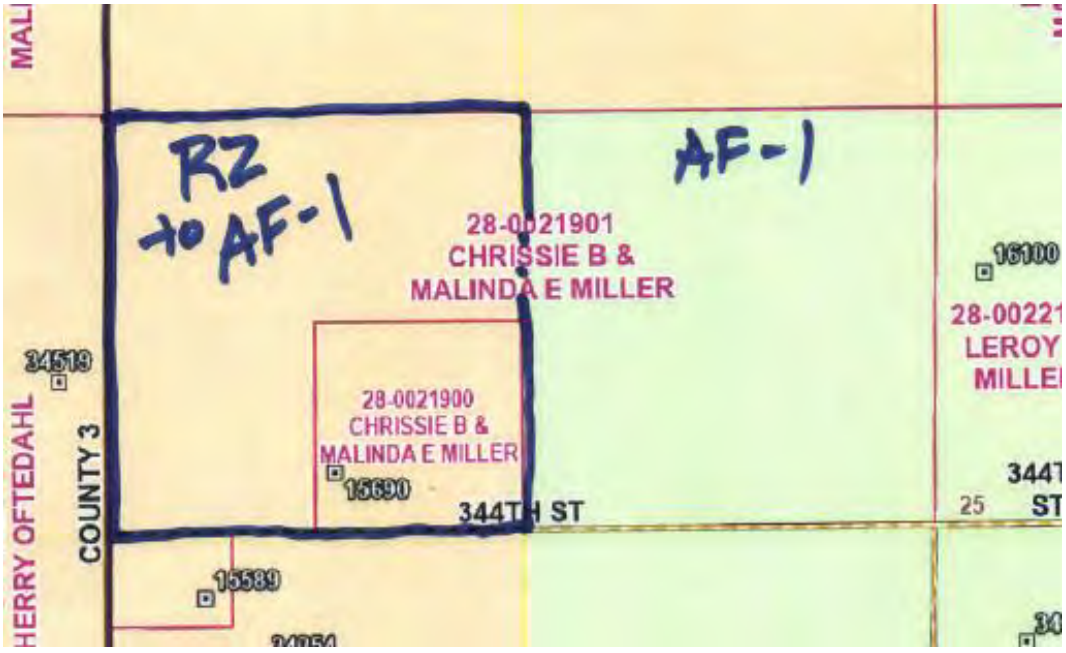
Applicant	**Chrissie B. Miller**
PIN	**28-0021901 & 28-0021900**
Site Address	**15690 344th Street**
Zoning District	**R10**

Applicant Request: Request to Rezone the SW ¼ of the NW ¼ of Section 25, Township 131, Range 35 from R-10 to AF-1 Zoning District.

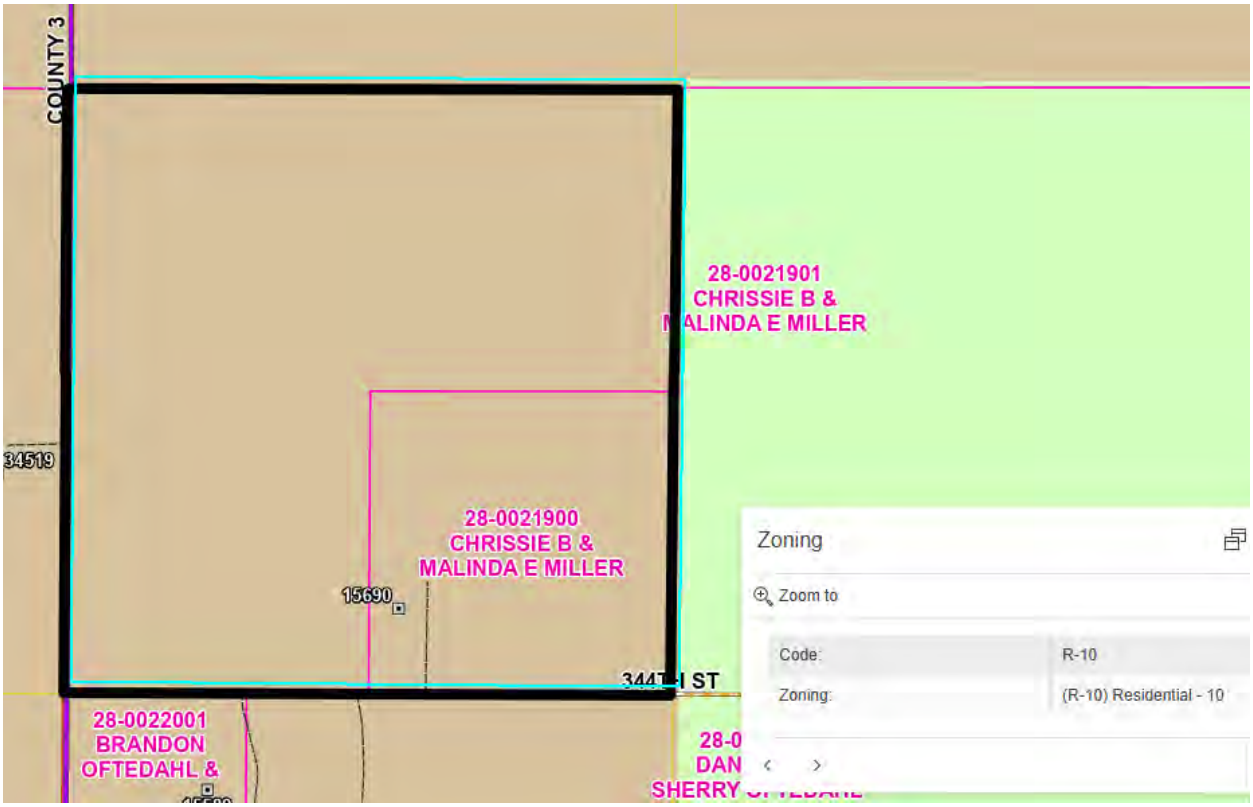




Site Image



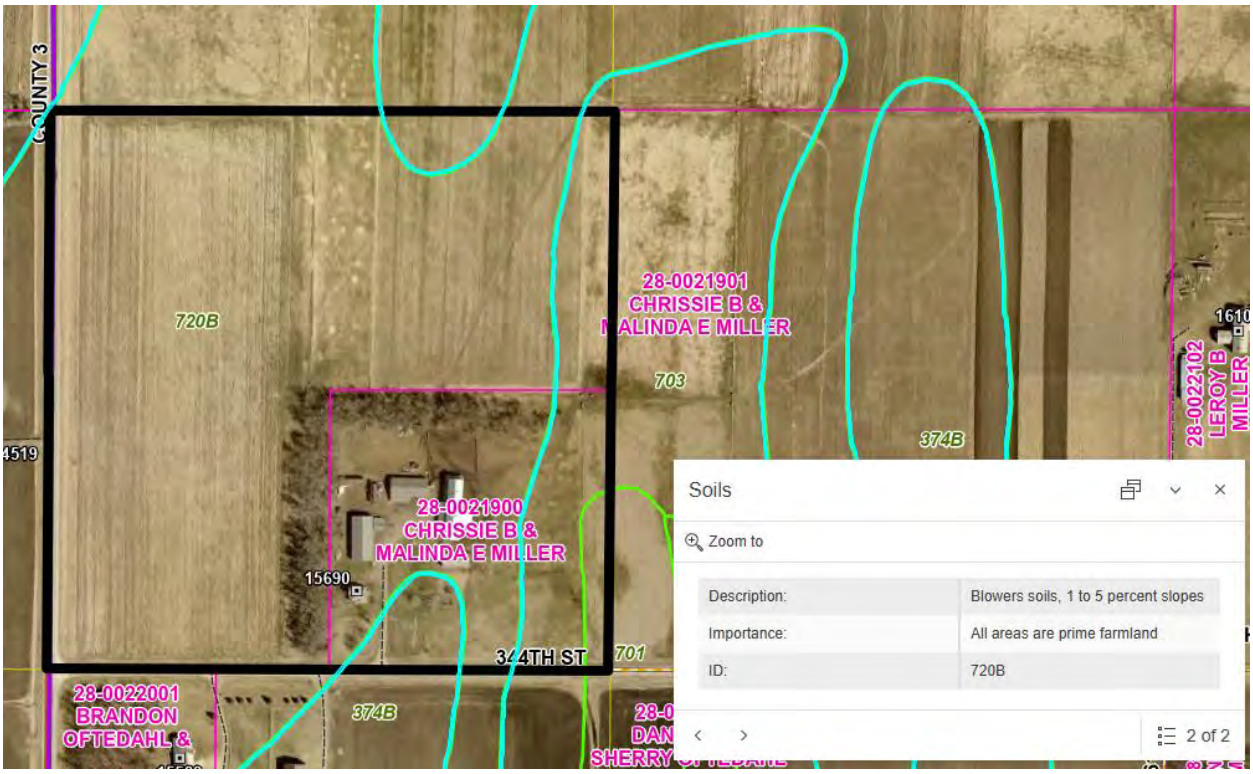
Rezoning request



Existing Zoning



Topography and wetlands



Soils



Looking west down 344th Street



Looking east



Looking north from 344th Street



Looking north into the existing building site

Section 5.06 Zoning Amendments.
A. The County Board may adopt amendments to the zoning ordinance and zoning map in relation both to land uses within a particular district or to the location of the district lines. Such amendments shall not be issued indiscriminately but shall only be used as a means to reflect changes in the goals and policies of the County as reflected in the Comprehensive Plan or changes in conditions in the county.

Additional Notes:

Recommendation:

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

Proposed Conditions:

1. Applicant shall update feedlot registration and verify compliance with MN 7020 and Todd County Feedlot standards.
2. Applicant shall abide by all other applicable Federal, State, and local standards.

AGENDA ITEM 11: Proposed Amendment to Section 9.22 - Riparian Protection

Model County Buffer Ordinance

BWSR

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 **APO:** 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-Feet 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-Feet 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 conduction 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 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.

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.

November 5th, 2026

1. Review of proposed Ordinance Language
2. Review and comments have not been received from BWSR at this time.

AGENDA ITEM 12: **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

November 5th, 2026

- Public Comment Period
- Follow up discussion on the October 27th, meeting.
- Chet Bodin, DEED
- Next steps

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-19**

Agenda Topic Title for Publication:	**Kesslers Bay Preliminary Plat**	
Date of Meeting: 11/17/2026	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 subdivision to create a 2 lot plat on parcel 14-0025200 (Kandota TWP) was submitted on July 16, 2026. The preliminary plat was reveiwed by the Planning Commission during the August and November public hearings. The final recommendation from the Planning Commission was to approve the preliminary plat with the conditions identified below.

This item was remanded back to the Planning Commission by the Board of Commissioners on August 18th, 2026 following coorispondanc submitted my MNDOT.

Options:

1. Approve the preliminary plat with conditions
2. Develop findings and deny the preliminary plat
3. Remand back to the Planning Commision for further consideration

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and approve the preliminary plat as presented with the following 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 reconstructed in compliance with MN DOT standards prior to final platting.
4. Applicant shall abide by all other applicable federal, state, and local standards.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

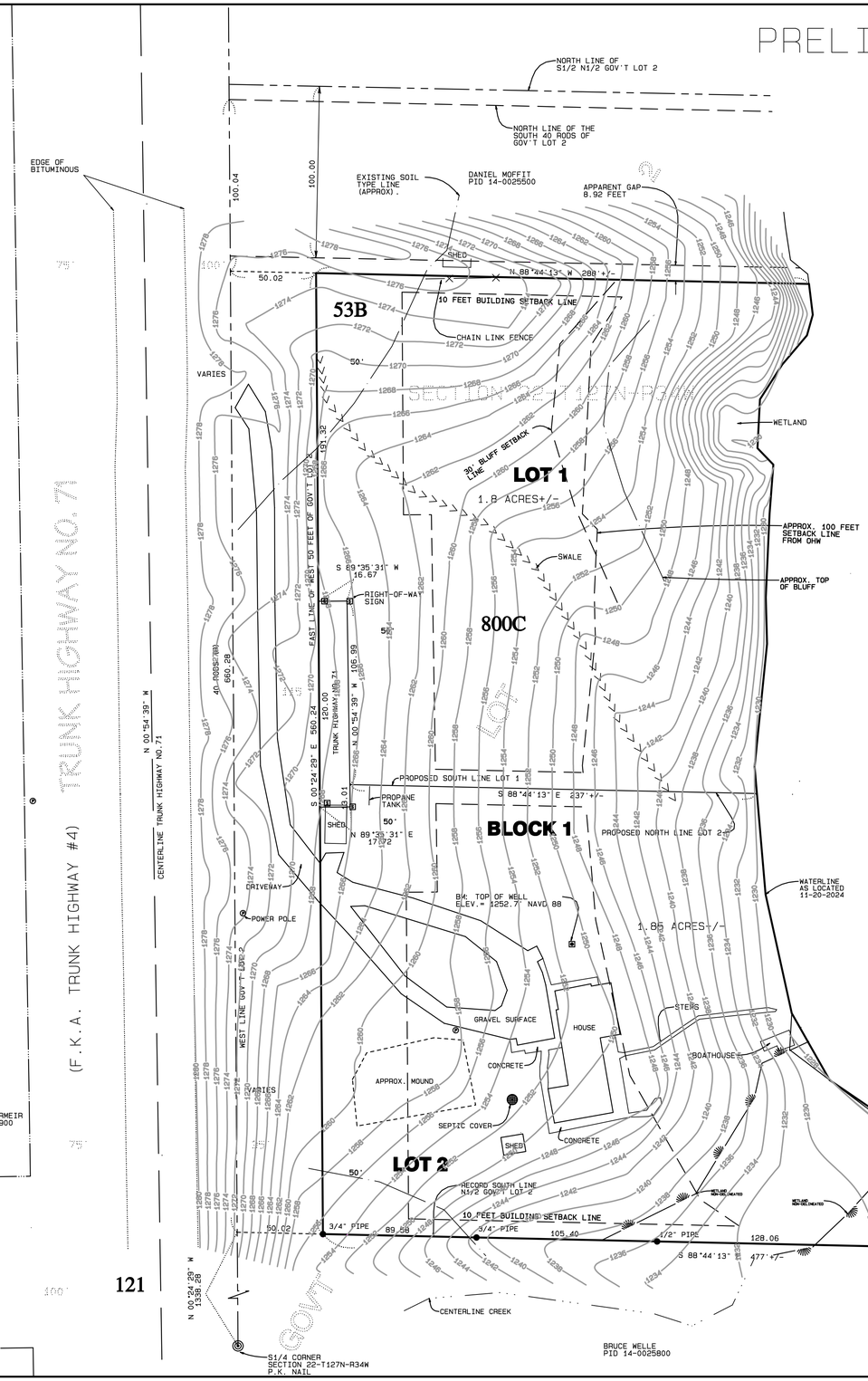
STATE OF MINNESOTA}
COUNTY OF TODD}
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer’s Office of Todd County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

 Seal


11372
14-0025600
DUNG VO & SUE QUACH
11334
11324
14-0025700
CRAIG PAUL & KIM MARIE WUERTZ
14-0025500
DANIEL KEITH & EVELYN MOFFITT
14-0025200
JOHN & HENRIETTA F KESSLER
11264
US 71
Sauk River
11116
14-0025800
MAUREEN & BRUCE WELLE
AKLEY TRL
14-0055300
LARRY J & DEBRA R HEIKE
11094
11093
14-0025901
GREG & PAM PETERMEIER
20596
14-0055100
JEFFREY A ZUCCARO
14-0055900
JAMES ZUCCARO
11040
AKLEY DR
14-0025802
MAUREEN & BRUCE WELLE
14-0055800
STEFANIE & DONALD STEINHOFER
11032
AKLEY TRL
14-0025801
BMW PROPERTIES LLC
14-0026101
BRANDON JESTUS
10972

PRELIMINARY PLAT:

KESSLER'S BAY ADDITION



OHWL-ORDINARY HIGH WATER LINE

©ENGELMEYER LAND SERVICES, LLC 2025

THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS PREPARED FOR AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE WITHOUT CONTACTING THE SURVEYOR WHO DEVELOPED AND MADE THIS DRAWING. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED. EASEMENTS, SITE RESTRICTIONS AND OR ADJOINING CONFLICTS MAY EXIST THAT AFFECT THIS PROPERTY AND ARE NOT SHOWN ON THIS SURVEY. WE RESERVE THE RIGHT TO REVISE THIS SURVEY UPON RECEIPT OF A CURRENT ATTORNEY'S TITLE OPINION OR TITLE COMMITMENT.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO SEARCH FOR EASEMENTS RECORDED OR UNRECORDED WAS MADE BY THE SURVEYOR.

CALL GOPHER ONE BEFORE DIGGING. NO UNDERGROUND OR OVERHEAD UTILITIES WERE LOCATED DURING THIS SURVEY.

THE TRUE LOCATION OF THE EXISTING SEPTIC SYSTEM IS TO BE DETERMINED BY A LICENSED CONTRACTOR. THE LOCATION SHOWN ON THIS DRAWING IS APPROXIMATE LOCATION. THE LOCATION INFORMATION WAS PROVIDED BY OTHERS AND A VISUAL ABOVE GROUND REVIEW.

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF GOV'T LOT 2 OF SECTION 22-127N-R34W AND IS ASSUMED TO BEAR NORTH 00 DEGREES 24 MINUTES 29 SECONDS WEST.

GRAPHIC SCALE 1"=40'

0 40 80 120

IN FEET

PLAT AREAS:

LOT 1, BLOCK 1 = 1.8 ACRES MORE OR LESS

LOT 2, BLOCK 1 = 1.85 ACRES MORE OR LESS

PUBLIC ROAD R/W = .05 ACRES MORE OR LESS

TOTAL PLAT = 3.7 ACRES MORE OR LESS

BUILDABLE AREA: (APPROX.)

LOT 1: 25,826 SQ.FT.+/- (SQUARE FEET)

LOT 2: 30,434 SQ.FT.+/-

OWNERS AND DEVELOPERS:

JOHN KESSLER
JESSIE JACOBSON

PID: 14-0025200

PROPERTY ADDRESS:

11264 US 71,
SAUK CENTRE
56378

EXISTING CONDITIONS:

WOODS
GRASS
GRAVEL
BUILDINGS
WATER/SWAMP

EXISTING SOIL TYPES: PER COUNTY GIS MAP

800C
121
53B

◎ DENOTES COUNTY PLSS MONUMENT

○ DENOTES IRON PIPE PLACED THIS SURVEY CAPPED LS NO. 54838

● DENOTES INPLACE IRON MONUMENT

√^ DENOTES BROKEN SCALE

▲ DENOTES FOUND P.K. NAIL

(R) DENOTES RECORD DATA

(M) DENOTES MEASURED

EXISTING LAND DESCRIPTION ON RECORD:
Provided by client.

The South Forth (40) rods of that part Government Lot Two (2) of Section Twenty-two (22), Township One Hundred Twenty-seven (127), Range Thirty-four (34), lying and being in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of said Section, including all riparian rights thereto belonging, except the strip of land sold previously to the State of Minnesota for right-of-way for Trunk Highway #4, fifty (50') feet in width and also less excepting the North 100 feet thereof.

TODD COUNTY SETBACKS AND MINIMUM SHORELAND ORIDANCE STANDARD -

RD (RECREATIONAL DEVELOPMENT)

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

STRUCTURE SETBACK FROM:

ORDINARY HIGH WATER LEVEL: 100 FT
SIDE PROPERTY LINE: 10 FT
REAR PROPERTY LINE: 20 FT
TOP OF BLUFF: 30 FT
FEDERAL OR STATE ROADS: 50 FT
COUNTY OR TWP ROADS:
WITH RIGHT OF WAY 66 FT OR GREATER: 20 FT
WITH RIGHT OF WAY LESS THAN 66 FT: 35 FT
SEWAGE TANKS: 10 FT
SEPTIC DRAINFIELD: 20 FT
WELL: 3 FT

PER TODD COUNTY SETBACK SHEET AND WEB SITE.

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

EXISTING ZONING: SHORELAND

2 FOOT CONTOUR INTERVALS

APPROVED BY THE KANDOTA TOWNSHIP BOARD OF SUPERVISORS:

Chairperson _____ Date: _____

APPROVED BY THE KANDOTA TOWNSHIP PLANNING COMMISSION:

Chairperson _____ Date: _____

THE FIELD SURVEY FOR THIS PROJECT WAS COMPLETED ON 11-20-2024.

CERTIFICATION APPLIES TO ONLY THOSE COPIES THAT BEAR MY EMBOSSED SEAL.

REVISED: 02-09-2026 ADDED BUILDABLE AREA AS REQUESTED BY TODD COUNTY.

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

SIGNATURE: _____
DAVID A. ENGELMEYER

DATE: _____ MN. LICENSE NUMBER: 54838

Engelmeyer Land Surveying

PREPARED FOR: JOHN KESSLER

PRELIMINARY PLAT

cc: KESSLER-24.PRO | Job No: 107-24

Date: 06-18-2025 | P-3-3671 FB: NONE

41701 COUNTY ROAD 167
P.O. BOX 124, MELROSE, MN 56352
PHONE: (320) 256-7298 or (320) 836-2291
FAX: (320) 836-2454
email: engelsur@meltel.net
www.engelmeyerlandsurveying.com

SUBDIVISION PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: "Kessler's Bay"
John H. Kessler and Jessie A. Kessler Jacobson
Mailing Address: 2411 East 4th Street
Duluth, MN 55812

Property Owner: John H. Kessler and Jessie A. Jacobson
Mailing Address: 2411 East 4th Street
Duluth, MN 55812

Site Address: 11264 US 71, Sauk Centre, MN 56378

Parcel Number: 14-0025200

1. **REQUEST:** Request to create "Kessler's Bay", a two-lot Plat in Recreational Development Shoreland Zoning District.

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

The South Forty (40) rods of that part of Government Lot Two (2) of Section 22, Township 127, Range 34, lying and being in the Northwest Quarter of the Southeast Quarter (NW ¼ of SE ¼) of said Section, including all riparian rights thereto belonging, except the strip of land sold previously to the State of Minnesota for right-of-way Trunk Highway #4, fifty (50) feet in width and also less and excepting the North 100 feet thereof.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: NONE.

Record this document in: __X__ abstract records ___ torrens records

IT IS ORDERED that the Subdivision Request, CUP# Subdiv-2026-05 **be (granted**, ~~denied~~**) as upon the following conditions, changes or reasons:**

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 reconstructed in compliance with MN DOT standards prior to final platting.
4. Applicant shall abide by all other applicable federal, state, and local standards.

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

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 South Forty (40) rods of that part of Government Lot Two (2) of Section 22, Township 127, Range 34, lying and being in the Northwest Quarter of the Southeast Quarter (NW% of SE%) of said Section, including all riparian rights thereto belonging, except the strip of land sold previously to the State of Minnesota for right-of-way Trunk Highway #4, fifty (50) feet in width and also less and excepting the North 100 feet thereof.

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-20**

Agenda Topic Title for Publication:	**Birkholtz Request for CUP**	
Date of Meeting: 11/17/2026	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 establish Temporary Family Housing on parcel 25-0028300 (Villard TWP) was submitted on October 13, 2026. The application was reviewed by the Planning Commission during the August public hearing. The final recommendation from the Planning Commission was to grant the CUP with the condition identified below.

Options:

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

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following condition.
1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.
2. Applicant shall obtain a land use permit for conversion of the existing structure along with the structure addition prior to recording of Conditional Use Permit.
3. Applicant shall abide by all other applicable federal, state, and local standards.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal


25-0029400
RAYMOND BIRKHOLTZ
5-0029700
AN F KILLIAN
31530
31336
25-0028201
ELIAS R & MEGAN RAE
BIRKHOLTZ
25-0029800
GREGORY & KAREN RESCH
25-0028300
RAYMOND BIRKHOLTZ
31050
SPRUCE RD
SPRUCE RD
25-0034000
Y G & KATHLENE
CARLSON
25-0036100
JON M & SAMANTHA J KRAUSE
313TH AVE

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Raymond Birkholtz
Mailing Address: 31336 Spruce Road
Motley, MN 56466

Property Owner: Raymond J. Birkholtz
Mailing Address: 31336 Spruce Road
Motley, MN 56466

Site Address: 31336 Spruce Road, Motley, MN 56466

Parcel Number: 25-0028300

REQUEST:

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

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

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4), LYING NORTH AND WEST OF THE COUNTY ROAD IN SECTION 27, TOWNSHIP 133, RANGE 32, TODD COUNTY MINNESOTA

Record this document in: __X__ abstract records _____ torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-026 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.
2. Applicant shall obtain a land use permit for conversion of the existing structure along with the structure addition prior to recording of Conditional Use Permit.
3. Applicant shall abide by all other applicable federal, state, and local standards.

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
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Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-21**

Agenda Topic Title for Publication:	**Samuel Yoder Request for CUP**	
Date of Meeting: 11/17/2026	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 was submitted on October 14, 2026 for establishment of a retail greenhouse on parcel 09-0005900 (Germania Township). The Planning Commission reviewed this application during the November public hearing. The final recommendation from the Planning Commision was to grant the CUP with the conditions below.

Options:

1. Grant the CUP with Conditions.
2. Develop findings and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions.
1. The greenhouse operator must provide adequate off-street parking for all greenhouse traffic. No parking will be allowed within the road right of way.
2. No loading or unloading of materials will be allowed within the road right of way.
3. The business is restricted to construction of one greenhouse as identified in the application. Construction of additional greenhouses will require review by the Planning Commission.
4. Applicant must obtain additional permitting and/or licensing from additional government agencies as necessary.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal


RAIG D & ELIZABETH K
WILLIAMS
18852
44034
COUNTY 24
43942
18805
43908
09-0005804
PERRY D & SOVILLA A
LAMBRIGHT
09-0006000
ON U & KATIE E GINGERICH
09-0005900
SAMUEL H & MARGARET F YODER
19153
43751
43748
09-0005
HENRY A & SARA
09-0005805
HENRY A & SARA SUE YODER
09-0006001
HANNAH SUNDE
09-0006100
KEITH RADNIECKI JR
7588 Degrees

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Samuel Yoder
Mailing Address: 43908 Co. Road 11
Bertha, Minnesota 56437

Property Owner: Samuel H. & Margaret F. Yoder
Mailing Address: 43908 Co. Road 11
Bertha, Minnesota 56437

Site Address: 43908 Co. Road 11, Bertha, Minnesota 56437

Parcel Number: 09-0005900

REQUEST:

1. Request for CUP for Retail Greenhouse for selling flowers and vegetables in AF-2 Zoning District.

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

The NE ¼ of the NW ¼, EXCEPT the North 11 acres thereof, Section 9, Township 132, Range 34, Todd County, Minnesota.

Record this document in: __X__ abstract records _____ torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-023 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. The greenhouse operator must provide adequate off-street parking for all greenhouse traffic. No parking will be allowed within the road right of way.
2. No loading or unloading of materials will be allowed within the road right of way.
3. The business is restricted to construction of one greenhouse as identified in the application. Construction of additional greenhouses will require review by the Planning Commission.
4. Applicant must obtain additional permitting and/or licensing from additional government agencies as necessary.

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-22**

Agenda Topic Title for Publication:	**Emery C. Miller Request for CUP**	
Date of Meeting: 11/17/2026	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 was submitted on September 29, 2026 for wholesale production of chicken coops and storage sheds on parcel 13-0006100 (Iona Township). The Planning Commission reviewed this application during the November public hearing. The final recommendation from the Planning Commision was to grant the CUP with the conditions below.

Options:

1. Grant the CUP with Conditions.
2. Develop findings and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions.
1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal


ITY 84
COUNTY 84
COUNTY 84
13-0005800
DELL BENNETT
16697
13-0005700
DAVID BLAKE
13-0005300
DAVID BLAKE
165TH AVE
13-0005900
EMERY & ELIZABETH MILLER
13-0006000
DAVID BLAKE
13-0005500
DAVID BLAKE
6
32422
13-0006001
DAVID BLAKE
165TH AVE
32272
13-0006101

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Emery C. Miller
Mailing Address: 32422 165th Avenue
Eagle Bend, MN 56446

Property Owner: Emery & Elizabeth Miller
Mailing Address: 32422 165th Avenue
Eagle Bend, MN 56446

Site Address: 32422 165th Avenue, Eagle Bend, MN 56446

Parcel Number: 13-0006100

REQUEST:

1. Request for CUP to operate the Wholesale Production of Sheds and Chicken Coops in AF-1 Zoning District.

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

The NW ¼ SW ¼, Section 6, Township 130 N, Range 34 W of the 5th p.m. EXCEPT the South 330 feet thereof, Todd County, Minnesota.

Record this document in: __X__ abstract records _____ torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-022 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-23**

Agenda Topic Title for Publication:	**Atlee Hershberger Request for CUP**	
Date of Meeting: 11/17/2026	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 was submitted on October 14, 2026 for a cabinet making business included retail sales on parcel 17-0011302 (Little Sauk Township). The Planning Commission reviewed this application during the November public hearing. The final recommendation from the Planning Commision was to grant the CUP with the conditions below.

Options:

1. Grant the CUP with Conditions.
2. Develop findings and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions.
1. The operation shall be conducted within a permitted structure.
2. There shall be no loading or unloading of materials within the road right-of-way.
3. Off-street parking shall be provided for all business traffic.
4. Applicant shall abide by all other applicable federal, state, and local standards.

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

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

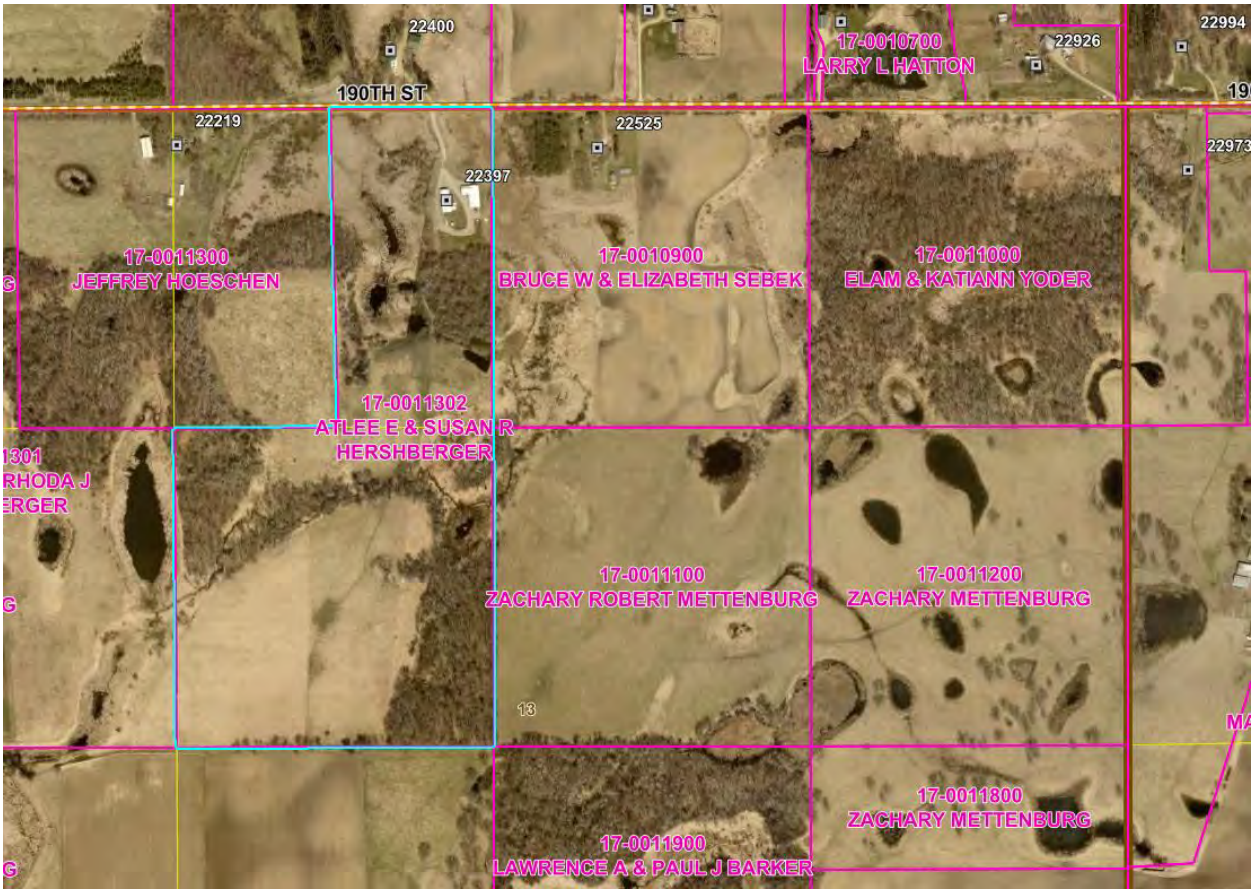
Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal


22400
190TH ST
17-0010700
LARRY L HATTON
22926
22994
22219
22525
22397
17-0011300
JEFFREY HOESCHEN
17-0010900
BRUCE W & ELIZABETH SEBEK
17-0011000
ELAM & KATIANN YODER
17-0011302
ATLEE E & SUSAN R
HERSHBERGER
17-0011100
ZACHARY ROBERT METTENBURG
17-0011200
ZACHARY METTENBURG
13
17-0011800
ZACHARY METTENBURG
17-0011900
LAWRENCE A & PAUL J BARKER

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Atlee Hershberger
Mailing Address: 22397 190th Street
Long Prairie, MN 56347

Property Owner: Eli E. Hershberger and Malinda J. Hershberger (C.D.)
Mailing Address: 20727 200th St.
Long Prairie, MN 56347

Site Address: 22397 190th Street, Long Prairie, MN 56347

Parcel Number: 17-0011302

REQUEST:

1. Request for CUP for Cabinet Making Business/Retail in AF-1 Zoning District.

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

E ½ NE1/4 & SE ¼ NW ¼, Section 13, Township 128, Range 34, together with all hereditaments and appurtenances belonging thereto (the Property), Todd County, Minnesota.

Record this document in: __X__ abstract records _____ torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-024 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. The operation shall be conducted within a permitted structure.
2. There shall be no loading or unloading of materials within the road right-of-way.
3. Off-street parking shall be provided for all business traffic.
4. Applicant shall abide by all other applicable federal, state, and local standards.

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-24**

Agenda Topic Title for Publication:	**Eastwood Estates Plat Two**	
Date of Meeting: 11/17/2026	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 subdivision to create a single lot plat consisting 3.39 acres on parcel 10-0006401 (Gordon TWP) was submitted on October 12, 2026. The Planning Commission reviewed this application during the November public hearing. The final recommendation from the Planning Commision was to grant the CUP with the conditions below.

Options:

1. Approve the Preliminary Plat with conditions.
2. Develop findings and deny the Preliminary Plat.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions.
1. New accesses from the road shall be approved by the road authority prior to installation.
2. Applicant must abide by all other applicable federal, state, and local standards.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

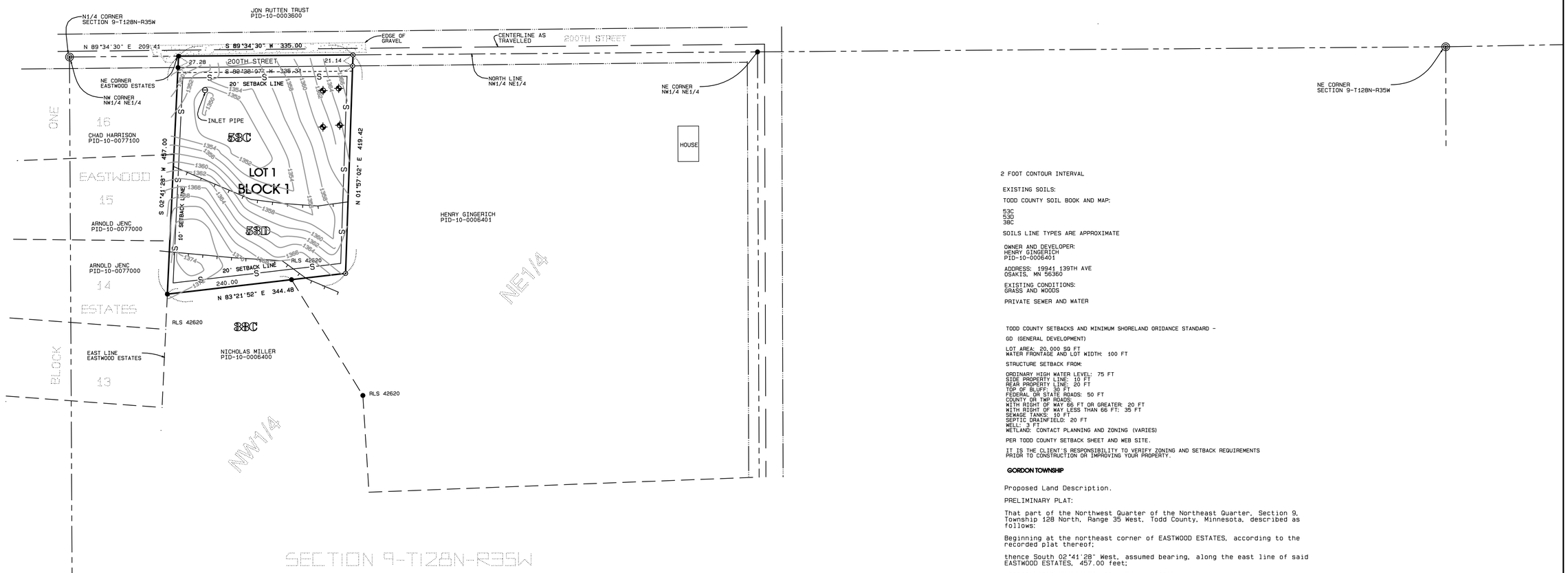
STATE OF MINNESOTA}
COUNTY OF TODD}
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County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

Seal


10-0003600
JON M RUTTEN TRUST
20057
20033
13614
19989
19983
200TH ST
200TH ST
19975
19963
19955
13647
19964
19941
19969
19913
19892
10-0006401
HENRY D GINGERICH
10-0070400
JENNIFER WILSON
19907
19897
10-0070800
RODDY & LISA BECKMAN
19881
10-0070500
JENNIFER WILSON
19847
19868
19827
19840
139TH AVE
19835
19803
19816
19787
19771
19755
19741
19727
19713
19707
10-0006400
NICHOLAS T & CRYSTLE MILLER
10-0006302
19722
19675
19678
19660
141ST AVE
19655
19624
19625

PRELIMINARY PLAT: EASTWOOD ESTATES PLAT TWO

©ENGELMEYER LAND SERVICES, LLC 2026



2 FOOT CONTOUR INTERVAL

EXISTING SOILS:

TODD COUNTY SOIL BOOK AND MAP:

53C
53D
38C

SOILS LINE TYPES ARE APPROXIMATE

OWNER AND DEVELOPER:
HENRY GINGERICH
PID-10-0006401

ADDRESS: 19941 139TH AVE
OSAKIS, MN 56360

EXISTING CONDITIONS:
GRASS AND WOODS

PRIVATE SEWER AND WATER

TODD COUNTY SETBACKS AND MINIMUM SHORELAND ORIDANCE STANDARD -

GD (GENERAL DEVELOPMENT)

LOT AREA: 20,000 SQ FT
WATER FRONTAGE AND LOT WIDTH: 100 FT

STRUCTURE SETBACK FROM:

ORDINARY HIGH WATER LEVEL: 75 FT
SIDE PROPERTY LINE: 10 FT
REAR PROPERTY LINE: 20 FT
TOP OF BLUFF: 30 FT
FEDERAL OR STATE ROADS: 50 FT
COUNTY OR TWP ROADS:
WITH RIGHT OF WAY 66 FT OR GREATER: 20 FT
WITH RIGHT OF WAY LESS THAN 66 FT: 35 FT
SEWAGE TANKS: 10 FT
SEPTIC DRAINFIELD: 20 FT
WELL: 3 FT
WETLAND: CONTACT PLANNING AND ZONING (VARIES)

PER TODD COUNTY SETBACK SHEET AND WEB SITE.

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

GORDON TOWNSHIP

Proposed Land Description.

PRELIMINARY PLAT:

That part of the Northwest Quarter of the Northeast Quarter, Section 9, Township 128 North, Range 35 West, Todd County, Minnesota, described as follows:

Beginning at the northeast corner of EASTWOOD ESTATES, according to the recorded plat thereof;

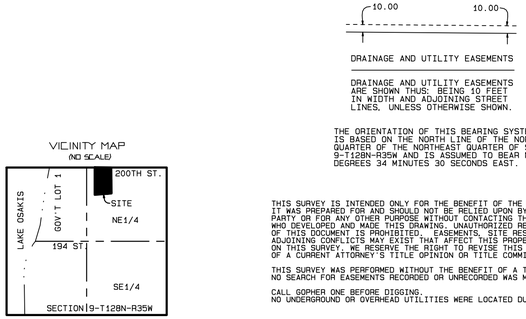
thence South 02°41'28" West, assumed bearing, along the east line of said EASTWOOD ESTATES, 457.00 feet;

thence North 83°21'52" East, 344.48 feet;

thence North 01°57'02" East, 419.42 feet to the north line of said Northwest Quarter of the Northeast Quarter;

thence South 89°34'30" West, along said north line, 335.00 feet to the Point of Beginning.

The tract contains 3.39 acres more or less and is subject to easements, reservations or restrictions of record, if any.





DRAINAGE AND UTILITY EASEMENTS

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES, UNLESS OTHERWISE SHOWN.

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9-T128N-R35W AND IS ASSUMED TO BEAR NORTH 89 DEGREES 34 MINUTES 30 SECONDS EAST.

THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS PREPARED FOR AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE WITHOUT CONTACTING THE SURVEYOR WHO DEVELOPED AND MADE THIS DRAWING. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED. EASEMENTS, SITE RESTRICTIONS AND OR ADJOINING CONFLICTS MAY EXIST THAT AFFECT THIS PROPERTY AND ARE NOT SHOWN ON THIS SURVEY. WE RESERVE THE RIGHT TO REVISE THIS SURVEY UPON RECEIPT OF A CURRENT ATTORNEY'S TITLE OPINION OR TITLE COMMITMENT.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO SEARCH FOR EASEMENTS RECORDED OR UNRECORDED WAS MADE BY THE SURVEYOR.

CALL GOPHER ONE BEFORE DIGGING.
NO UNDERGROUND OR OVERHEAD UTILITIES WERE LOCATED DURING THIS SURVEY.

2.74+/- ACRES BUILDABLE AREA

PLAT AREAS:

LOT 1, BLOCK 1 = 3.23 ACRES MORE OR LESS

PUBLIC ROAD R/W = 0.16 ACRES MORE OR LESS

TOTAL PLAT = 3.39 ACRES MORE OR LESS

GRAPHIC SCALE 1"=100'

0 100 200 300

LEGEND

- DENOTES COUNTY PLSS MONUMENT
- DENOTES IRON PIPE PLACED THIS SURVEY CAPPED LS NO. 54838
- DENOTES 1/2 INCH IRON MONUMENT FOUND THIS SURVEY, UNLESS NOTED.
- DENOTES BROKEN SCALE
- DENOTES FOUND P.K. NAIL
- (R) DENOTES RECORD DATA
- (M) DENOTES MEASURED
- DENOTES SETBACK LINE-SEE NOTE
- DENOTES SOIL BORING
- APPROXIMATE SOIL TYPE LINE PER COUNTY MAPS.

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

SIGNATURE: _____
DAVID A. ENGELMEYER

DATE: 10-02-2026 MN. LICENSE NUMBER: 54838

CERTIFICATION APPLIES TO ONLY THOSE COPIES THAT BEAR MY EMBOSSED SEAL.

Engelmeyer Land Surveying

PREPARED FOR: HENRY GINGERICH

PRELIMINARY PLAT

cc: GINGERICH HENRY PP ROT.PRO | Job No: 69-26

Date: 10-02-2026 | P-3-3796PP FB: WORKSHEET

41701 COUNTY ROAD 167
P.O. BOX 124, MELROSE, MN 56352
PHONE: (320) 256-7298 or (320) 836-2291
FAX: (320) 836-2454
email: engelsur@meltel.net
www.engelmeyerlandsurveying.com

SUBDIVISION PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: "Eastwood Estates Plat Two"
Henry D. and Susan Gingerich
Mailing Address: 19941 139th Avenue
Osakis, Minnesota 56360

Property Owner: Henry D. and Susan Gingerich
Mailing Address: 19941 139th Avenue
Osakis, Minnesota 56360

Site Address: 19941 139th Avenue, Osakis, Minnesota 56360

Parcel Number: 10-0006401

REQUEST:

1. Request for 3.39-acre one lot Plat in General Development Shoreland Zoning District.

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

SEE EXHIBIT "A"

Record this document in: __X__ abstract records ___ torrens records

IT IS ORDERED that the Subdivision Request, CUP# Subdiv-2026-07 **be (granted**, ~~denied~~**) as upon the following conditions, changes or reasons:**

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

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

EXHIBIT "A"
LEGAL DESCRIPTION

That part of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 9, Township 128 North, Range 35 West, Todd County, Minnesota, described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Northeast Quarter (NW¼ NE¼);

thence North 89 degrees 34 minutes 30 seconds East, assumed bearing along the north line of said Northwest Quarter of the Northeast Quarter (NW¼ NE¼), a distance of 209.41 feet to the point of beginning of the land to be described;

thence South 02 degrees 41 minutes 28 seconds West 457.00 feet;

thence North 83 degrees 21 minutes 52 seconds East 240.00 feet;

thence South 31 degrees 39 minutes 06 second East 261.00 feet;

thence South 03 degrees 36 minutes 41 seconds East 186.00 feet;

thence North 87 degrees 47 minutes 10 seconds East 749.72 feet to the east line of said Northwest Quarter of the Northeast Quarter (NW¼ NE¼);

thence North 00 degrees 13 minutes 09 seconds West, along said east line of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼), a distance of 815.87 feet to the north line of said Northwest Quarter of the Northeast Quarter (NW¼ NE¼);

thence South 89 degrees 34 minutes 30 seconds West, along said north line of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼), a distance of 1111.68 feet to the point of beginning.

The tract contains 18.42 acres more or less, subject to any easements of record, including existing public roadway easements over the southerly and easterly portions thereof (194th Street and 139th Avenue).

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-25**

Agenda Topic Title for Publication:	**Paul Hershberger Request for CUP**	
Date of Meeting: 11/17/2026	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 was submitted on October 13, 2026 for a retail lumber yard with a proposed 48'x84' addition to an existing structure on parcel 17-0005500 (Little Sauk Township). The Planning Commission reviewed this application during the November public hearing. The final recommendation from the Planning Commision was to grant the CUP with the conditions below.

Options:

1. Grant the CUP with Conditions.
2. Develop findings and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions.
1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.
5. Applicant shall abide by all other applicable federal, state, and local standards.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal


18625
18701
17-0005501
PAUL & SUSAN HERSHBERGER
19858
GS LLC
17-0005700
BREITENFELDT HOLDINGS LLC
17-0005500
PAUL & SUSAN HERSHBERGER
19765
RUCK
181ST AVE
8
19318
17-0006700
BRUCE M WELLE
17-0006600

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Paul A. Hershberger
Mailing Address: 24584 Co. Rd. 11
Long Prairie, MN 56347

Property Owner: Paul Hershberger and Susan Hershberger
Mailing Address: 24584 Co. Rd. 11
Long Prairie, MN 56347

Site Address: 18701 Co. Rd. 93
Long Prairie, MN 56347

Parcel Number: 17-0005500

REQUEST:

1. Request for CUP for Retail Lumber Yard with proposed 48' x 84' addition to existing structure in AF-1 Zoning District

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

Section 8, Township 128, Range 34
W ½ NE ¼ Exc W 250 Ft NW ¼ NE ¼ & Government Lots 6 & 7, Todd County, Minnesota.

Record this document in: __X__ abstract records _____ torrens records.

IT IS ORDERED that the Conditional Use # CUP-2026-025 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. Finished products shall be stored in a manner that meets all structural setbacks.
3. There shall be no loading or unloading of materials within the road right-of-way.
4. Off-street parking shall be provided for all business traffic.

5. Applicant shall abide by all other applicable federal, state, and local standards.

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-26**

Agenda Topic Title for Publication:	**Miller Request for Rezoning**	
Date of Meeting: 11/17/2026	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 rezoning of the SW 1/4 of the NW 1/4 of Section 25 in Wykeham Township was submitted on October 13th, 2026. The request is to rezone from R-10 to AF1 Zoning. This application was reviewed by the Planning Commission during the November public hearing. The final recommendation from the Planning Commission was to grant the rezone with the conditions below.

Options:

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

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the rezoning of the identified property from Residential-10 to Agricultural/Forestry 1 zoning with the following conditions.
1. Applicant shall update feedlot registration and verify compliance with MN 7020 and Todd County Feedlot standards.
2. Applicant shall abide by all other applicable Federal, State, and local standards.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal


COUNTY 82
COUNTY 3
35084
28-0021500
BENNIE C & MARY M MILLER
28-0021601
CHRISSIE B & MALINDA E MILLER
COUNTY 3
16100
28-0021901
CHRISSIE B & MALINDA E MILLER
28-0022102
LEROY B MILLER
34519
15690
28-0022900
DANIEL N & SHERRY OFTEDAHL
344TH ST
25
15589
34354
34326
28-0022000
DANIEL N & SHERRY OFTEDAHL
28-0022100
BEN C & MARY M MILLER

ZONING AMENDMENT PROCEEDINGS

(REZONE)

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Chrissie Miller
Mailing Address: 15690 344th St.
Eagle Bend, MN 56446

Property Owner: Chrissie B. Miller and Malinda E. Miller
Mailing Address: 15690 344th St.
Eagle Bend, MN 56446

Site Address: 15690 344th St., Eagle Bend, MN 56446 **PID:** 28-0021900, 28-0021901

REQUEST: Request to amend the Zoning District from R-10 to AF-1 for SW ¼ of the NW ¼ of Section 25 to accommodate additional animal units.

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

SW ¼ of the NW ¼ of Section Twenty-Five (25), Township One-Hundred Thirty-One (131) North, Range Thirty-Five (35) West of the Fifth Principal Meridian according to the United States Government Survey thereof, Todd County, Minnesota.

Record this document in: _X____abstract records ____ torrens records.

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

1. Applicant shall update feedlot registration and verify compliance with MN 7020 and Todd County Feedlot standards.
2. Applicant shall abide by all other applicable Federal, State, and local standards.

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

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

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
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Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☒ OtherPublic Hearing	*(Issued by Auditor/Treasurer Office)* **20261117-27**

Agenda Topic Title for Publication:	**2027 Todd County Planning and Zoning Fee Schedule Public Hearing**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 3	☐ Consent Agenda

Organization / Department Requesting Action: Planning and Zoning

Person Presenting Topic at Meeting: Adam Ossefoort

Background: *Supporting Documentation enclosed* ☒

Todd County Planning and Zoning is in the process of building the 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. A copy of the proposed 2027 County Fee Schedule document is attached for review.

Options:

Recommendation:

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

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

Todd County Planning & Zoning – 2027 Fee Schedule

A. Residential Construction

1. Dwelling structure *(includes all floors) ($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 (*cap of $500 per structure) ($50 minimum)*	$10.00 Per 100 sq. ft.
2. Semi-trailers, Cargo Containers (two per parcel allowed in Cmml & AF1, AF2)	$25.00 each
3. Grain Bin (flat fee)	$50.00 each

C. Commercial & Industrial

1. Per 100 sq ft of structure *(cap of $500 per structure) (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 do require a permit – i.e roof rafters, foundation, outside walls, etc… Non-structural "normal maintenance" – shingles, doors, windows, siding, etc … do not 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. After the Fact Fees (excluding CUP and variance applications)

1. Fee after first violation notice	2x the regular fee + original application fee
2. Fee after second violation notice	3x the regular fee + original application fee

M. Other Fees

1. Special hearing fees	actual cost + application fee
2. County Ordinance Copy	$35.00
3. Special Requests	staff hourly rates apply
4. Permit renewal	$25.00
5. Permits to replace structures destroyed by "An act of God"	No Charge
6. Administrative Penalty Order (only for Buffers Section 9.22)	$50 to $200/mo. Initial Violation
	$50 to $200/day Repeat Violation
7. Noncompliance Fee (1X First year, 2X Second year, 3X Third year)	$1,000.00

(All Fees are non-refundable)

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-28**

Agenda Topic Title for Publication:	**Hire Public Health Nurse - Samantha Gorka-Bollin**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 mins	☐ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Bauer/Katherine Mackedanz		

Background: *Supporting Documentation enclosed* ☐

An open Public Health Nurse position exists within the Community Health Unit. Interviews were conducted and it is recommended to hire applicant Samantha Gorka-Bollin to fill the open position. Start date: TBD.

Options:

1. To approve the hire of Samantha Gorka-Bollin to fill the open Public Health Nurse position. Grade I/9, Step F, $38.16. Start date: TBD
2. Not approve.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the hire of Samantha Gorka-Bollin to fill the open Public Health Nurse position. Grade I/9, Step F, $38.16. Start date: TBD.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 38.16/hr **Grade I/9, Step F** **Funding Source(s):** 21-Public Health	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-29**

Agenda Topic Title for Publication:	**STEP Purchase of Service and Host County contract renewal and update**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 mins	☐ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och/Kim DeCock		

Background: *Supporting Documentation enclosed* ☒

STEP (Serving, Teaching & Empoweing People) provides Day Training and Habilitation and Supportive Employment Services for clients with mental health and developmental disabilities. There are here to provide an update. STEP receives referrals from Todd County and other counties to provide these services.

Options:

1. Approve STEP Purchase of Service and Host County contract renewal
2. Not approve

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve STEP Purchase of Service and Host County contract renewal

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 100,000 **Funding Source(s):** 11 - Social Services	☒Yes ☐No	Day rate = $5.05/unit (increased from the 2026 day rate of $4.88/unit) with no change to the transportation rate

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

PURCHASE OF SERVICE AGREEMENT

Todd County Health and Human Services hereafter referred to as the "County", and **STEP** (formerly Todd County DAC), 501 6th St. W., Browerville, MN 56438, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2027, to December 31, 2027.

W I T N E S S E T H

WHEREAS, the Provider is an approved vendor according to Minnesota Statutes, Section 256.0112 to provide services; and

WHEREAS, the County and the Provider, according to Minnesota Statutes, Section 256.0112, subd. 6, understand and agree that this contract shall serve as a lead county contract for services purchased from financially responsible agencies of other counties;

WHEREAS, Todd County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Todd County and Provider agree as follows:

1. Purchase of Service:
   a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Attachment A to this Agreement, Todd County agrees to purchase and the Provider agrees to furnish the following services:

      1) Day Support Services
      2) Prevocational Services
      3) Transportation
      4) Employment Services/Job Coaching

   b. Purchased Services will be provided at 501 6th St. W., Browerville, MN 56438, and other community settings. Other community settings may include but are not limited to STEP Thread Shed locations at 211 2nd St. W., Browerville, MN 56438, 116 5th St. NE, Staples, MN 56479, 424 Main St. S., Sauk Centre, MN 56378, and Baby STEPs at 125 4th St NE, Staples, MN 56479.

2. Attachments/Contract Documentation:
   a. As part of its role to document compliance with contracting requirements, state and federal laws, rules and regulations, the Provider will be expected to provide the following items upon County request:

      Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)
      Exhibit B: Job Descriptions and Professional Qualifications of Personnel

Exhibit C: Financial Data
Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable
Exhibit E: Applicable Licenses
Exhibit F: Participant's Appeal Process (Client Complaint Policy)

b. As a condition precedent to the execution of this Agreement, the Provider shall provide the following documents or information to the County.

Exhibit G: Provider Fact Sheet
Exhibit H: Affirmative Action Certificate or Exclusion Statement
Excluded Provider Policy
Insurance and License Form

c. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file and shall be considered a part of this Agreement.

3. Cost and Delivery of Purchased Services:

a. Purchased Services shall not exceed service totals listed in Attachment A.

b. Provider certifies:
   1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
   2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
   3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

c. County shall be payor of last resort, with reimbursement only for those services listed in Attachment A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

5. Eligibility for Services:

a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.

b. Final eligibility will be determined by County.

c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.

d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or

employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.

e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

5. Delivery of Care Services: (If Applicable)
Except as noted the Provider retains control over:
a. Intake procedures and program requirements.

b. The methods, times, means and personnel for providing Purchased Services to eligible clients.

c. When to end Purchased Services to an eligible client. Exception: when the client has a Support Plan which is monitored by a County case manager.

d. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

6. Support Plan
a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the individual service plan developed for the individual client in collaboration with the client's case manager.

b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Support Plan.

7. Payment for Purchased Services:
a. Certification of Expenditures:
The Provider shall, within fifteen (15) working days, following the last day of each calendar month, submit a standard invoice for Purchased Services to the Todd County Health and Human Services Agency. The invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized amount by eligible individuals served, identifying the service(s) provided, number of units provided, cost per unit, and administrative costs allocated to the provision of purchased services.

b. Payment for Purchased Services:
Todd County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete.

c. MMIS:
For those services billed directly through the MMIS system, the Agency agrees to complete and enter a service agreement containing the authorized unit type, number of authorized units and the unit cost in a timely manner. The Provider will notify the County immediately if any billing or payment problems occur. The service agreement for each recipient of service will be incorporated in this agreement by reference.

8. Standards and Licenses:

Provider agrees to:

a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.

b. Supply copies of required licenses, certifications or registrations to County upon request.

c. Inform County, in writing, of the following related to it or its employees immediately upon:
   1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
   2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
   3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.

d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.

f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.

g. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.

h. Ensure that all services delivered by staff, including any subcontractors performing

services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the County Limited English Proficiency Plan. If a County participant needs language assistance, the Provider may contact the County case manager (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.

j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the County District Court, in the State of Minnesota court system.

9. Audit and Record Disclosures:

a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.

b. The Provider agrees to maintain all records pertaining to this Agreement at 501 6th St. WE., Browerville, MN 56438 for ten (10) years for audit purposes. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.

c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:

- ☒ Quarterly report relative to Support Plan
- ☒ Annual report indicating assessment of individuals' strengths and needs
- ☒ Client reports identified in Support Plan as specified in Support Plan
- ☒ Annual report indicating budget preparation materials
- ☒ As indicated in Attachment A, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.

d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the

release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.

e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.

g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.

h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.

i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.

j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

10. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Nikki Hermanson on behalf of Todd County
Regional Contract Administrator
Sourcewell
202 12th St. NE
Staples, MN 56479
nikki.hermanson@sourcewell-mn.gov

b. The Provider: Cory Lawrence
STEP
501 W. 6th St.
Browerville, MN 56438

11. Reports of Death, Injury, Damage, or Abuse

a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 260E.09.

c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

12. Safeguard of Client Information:

a. County and Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Provider under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Provider or County.

b. Provider agrees to defend, indemnify, and save and hold County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota

Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.

c. The individual employed by Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (4) shall be Executive Director.

d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** Todd County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, Provider/Contractor is a business associate of County for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider has executed an addendum to this Agreement, Exhibit B – BAA, for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

13. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

a. **Federal Nondiscrimination Requirements**. In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

b. **EEOC Nondiscrimination Requirements**. Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.

c. **Minnesota Nondiscrimination Requirements**. Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to

public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than $100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months. Provider has executed Exhibit C – Affirmative Action Form which is incorporated herein by this reference.

14. Conflict of Interest:
Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

15. Contract Disputes:
a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of Todd County Health and Human Services and Nikki Hermanson, the Regional Contract Administrator. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Todd County Health and Human Services Department a written appeal. The decision of Todd County for the determination of such appeals, shall be through the Director of Todd County Health and Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

16. Fair Hearing and Grievance Procedures:
The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

17. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or

3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

18. Insurance and Bonding:

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

☒ A general liability insurance policy in the amount of $1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.

☒ Worker's compensation insurance per Minnesota Statute, section 176.181.

☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of $1,000,000.

☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of $15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

b. By signing this Agreement, and the Insurance and License Form (Exhibit H), the Provider certifies that they are in compliance with this Section.

c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by

County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to Nikki Hermanson, Regional Contract Administrator, Sourcewell, 202 12th St. N., Staples, MN. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

d. Todd County or Nikki Hermanson, the Regional Contract Administrator reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).

e. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

19. Contractor Debarment, Suspension, and Responsibility Certification
Federal Regulation 45 CFR 92.35 prohibits Todd County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Todd County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, and the Excluded Provider Policy Certification Form (Exhibit H), the Provider certifies that they are in compliance with these regulations.

20. Conditions of the Parties' Obligations:

a. Before the termination date specified in the first paragraph of this Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.

b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

21. Independent Contractor:

a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.

b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

22. Subcontracting:

Provider shall neither enter into subcontracts for nor assign the performance of this Agreement without prior written approval of County.

23. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

24. Default:

a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.

b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Todd County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.

c. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or County default, each of the following shall constitute default on the part of the Provider:

1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
2) Provider is in such financial condition so as to endanger the performance of this Agreement;
3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
5) Failing to perform any other material provision of this Agreement.

d. Default by County: Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:

1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
2) Failing to perform any other material provision of this Agreement.

e. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the

defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.

f. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

25. Termination:

a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of termination by the Provider shall be addressed to Nikki Hermanson on behalf of Todd County, Regional Contract Administrator, Sourcewell, 202 12th St. N., Staples, MN 56479.

b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.

c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.

e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
   1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
   2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
   3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
   4) Complete performance of such terms that have not been cancelled by the Notice of Termination;

5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.

f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
   1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
   2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
   1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Director of Todd County Health and Human Services, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
   2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
   3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
   4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

26. Contract Rights, Remedies, and Waiver:
   a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

      1) Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

27. Damages:
   a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

   d. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold

final payment due to Provider until such time as the exact amount of damages due is determined.

28. Merger:

a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachments A and Exhibits A – H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Todd County and the Provider have executed this Agreement as of the day and year first written above:

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

COUNTY OF TODD
STATE OF MINNESOTA

BY: _____
Chairperson of the County Board

DATED: _____

STEP

BY: _____
Executive Director

DATED: _____

BY: _____
Jackie Och
Director, Todd County Health and Human Services

DATED: _____

Attachment A

Provider: STEP

Contract Term: January 1, 2027 – December 31, 2027

Rates:
The current unit cost for providing services to eligible clients is:

Adult Day Services and Prevocational Services	$5.05 per 15-minute unit based on the current RMS calculated
Transportation	$20.00 per one-way trip.
Job Coaching	$24.41 per hour

The Provider agrees not to exceed the number of service units authorized on the clients' MMIS service agreement, SSIS service arrangement or Coordinated Services and Supports Plan.

For those clients the Provider bills the Agency directly for DT&H, the total payments under this agreement for DT&H and transportation **shall not exceed $100,000 in each calendar year** of the agreement term. Any services in excess of this amount shall need prior approval of the County and must be agreed to in writing.

For those clients receiving supported employment and transportation through Region V+ Adult Mental Health Initiative dollars, funds are allocated on a case by case basis. Total yearly allocations from this fund will not exceed $19,250.00 to all providers (this includes providers not listed in this contract).

Outcomes and Performance Measurement:
Provider agrees to submit an annual report delivered electronically to the Regional Contract Administrator, Nikki Hermanson (nikki.hermanson@sourcewell-mn.gov), by January 31, 2028.

The annual report shall contain the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Annual Goal
Those served by the provider will be satisfied with the service provided	Report annually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
Referred clients were accepted for services	Report annually the number of clients accepted for services and number of clients denied services.	New referrals	Screening Interviews	90% acceptance

Clients employed by Provider will receive a wage increase annually	Report annually the number of clients who receive a wage increase annually.	New referrals	Provider records	80% receive a wage increase
Clients are competitively employed 6 months after referral from County	Report annually the number of clients who are competitively employed 6 months after date of referral from County.	All persons services	Provider records	30% of clients are competitively employed 6 months after referral from County.

Corrective Action:

i. A corrective plan will be initiated if the Provider has a negative performance. Todd County will outline measurable steps the Provider will take to correct the deficiencies.

ii. If the outcomes do not improve, a percentage of the Provider's payment may be withheld.

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-30**

Agenda Topic Title for Publication:	**Rural MN CEP Employment Services contract renewal**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 mins	☐ Consent Agenda

Organization / Department Requesting Action: Health & Human Services

Person Presenting Topic at Meeting: Jackie Och

Background: *Supporting Documentation enclosed* ☒

Rural MN CEP (Concentrated Employment Program) contracts with Todd County HHS to provide MFIP and DWP Employment Services. They presented the 2026 update at the 11/2/2026 meeting.

Options:

1. Approve the 1/1/2027 to 12/31/2027 renewal contract for Rural MN CEP to provide MFIP (Minnesota Family Investment Program) and DWP (Diversionary Work Program) Employment Services.
2. Not approve

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the renewal contract (1/1/2027 to 12/31/2027) for Rural MN CEP to provide MFIP & DWP Employment Services.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 181,152 **Funding Source(s):** 11 - Social Services	☒Yes ☐No	-7% from 2026's rate of $195,968

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

TODD COUNTY

MFIP BUDGET PLAN
Calendar 2027 (1/1/27- 12/31/27)

MFIP Employment Services	162,006
Administration	19,147
TOTAL	181,152 **

**Includes Family Stabilization Services

Todd County

MEASURABLE GOALS
For January 1, 2027, through December 31, 2027

MFIP GOALS

Three-Year Self-Support Index

Percent of MFIP Cases Off Cash Assistance or Working Thirty or More Hours Per Week Three Years After the Baseline Quarter.

Range of Expected Performance: 65.44% - 78.06%

In WITNESS WHEREOF, the COUNTY and PROVIDER hereby execute this agreement.

BY_____
Chairperson, County Human Services

DATED_____, 202__

and/or, as preferred by COUNTY

BY_____
Director, County Social Service Agency

DATED_____, 202__



BY_____
Executive Director, Rural Minnesota CEP, Inc.

DATED_____10/26_____, 2026__

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-31**

Agenda Topic Title for Publication:	**Northern Pines Purchase of Service Agreement renewal**	
Date of Meeting: 11/17/2026	Agenda Time Requested: 5 mins	☐ Consent Agenda

Organization / Department Requesting Action: Health & Human Services

Person Presenting Topic at Meeting: Jackie Och/Kim DeCock

Background: *Supporting Documentation enclosed* ☒

Nothern Pines provides a variety of mental health services for adults and children. The services provided are detailed in the attached Purchase of Services Agreements renewal.

Options:

1. Approve Northern Pines Purchase of Service Agreements renewal.
2. Not approve

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve Northern Pines Purchase of Service Agreements renewal.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ Refer to Contract **Funding Source(s):** 11-Social Services	☒Yes ☐No	No changes requested for 2027

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

PURCHASE OF SERVICE AGREEMENT

Todd County Health and Human Services hereafter referred to as the "County", and **Northern Pines Mental Health Center**, 520 Fifth St. NW, Brainerd, Minnesota 56401**,** hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2027, to December 31, 2027, and shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 26, Termination, paragraph a.

W I T N E S S E T H

WHEREAS, the Provider is an approved vendor according to Minnesota Statutes, Section 256.0112 to provide services; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4889 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, Todd County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Todd County and Provider agree as follows:

1. Purchase of Service:
   a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and Minnesota Statutes Chapter 245 (Comprehensive Adult Mental Health Act and Comprehensive Children's Mental Health Act) and as further detailed in Attachments A – F to this Agreement, the County agrees to purchase, and the Provider agrees to furnish the following services:

      Attachment A – Purchased Services
      Attachment B – Community Support Program Services
      Attachment C – School Based Mental Health Services
      Attachment D – Children's Mental Health Respite Services
      Attachment E – Children's Mental Health Targeted Case Management Services and Transitional Case Management Services
      Attachment F – In-Home Skills Services

2. Attachments/Contract Documentation:

a. As part of its role to document compliance with contracting requirements, state and federal laws, rules and regulations, the Provider will be expected to provide the following items upon County request:

Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)
Exhibit B: Job Descriptions and Professional Qualifications of Personnel
Exhibit C: Financial Data
Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable
Exhibit E: Applicable Licenses
Exhibit F: Participant's Appeal Process (Client Complaint Policy)

b. As a condition precedent to the execution of this Agreement, the Provider shall provide the following documents or information to the County.

Exhibit G: Provider Fact Sheet
Exhibit H: Affirmative Action Certificate or Exclusion Statement
Excluded Provider Policy
Insurance and License Form

c. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file.

3. Cost and Delivery of Services:

a. The cost for providing services to eligible clients shall not exceed amounts listed in Attachments A through F.

b. Provider certifies:
   1) Services provided under this Agreement are not otherwise available without cost to eligible participants.
   2) Claims will be submitted for all types of eligible insurance reimbursements (M.A., Managed Care Plans, Private, Group, etc.). Medical Assistance payments must be considered payment in full.
   3) If the collection of fees is delegated to Provider, Provider shall provide County with information about fees collected and fee source upon request.

c. County shall be payor of last resort, with reimbursement only for those services listed in Exhibit A, and only for costs not funded by other sources, such as, but not limited to those mentioned in this Section.

4. Eligibility for Services:

a. County shall determine preliminary eligibility for participants or delegate to the Provider using established protocols agreed upon by Provider and County.

b. Final eligibility will be determined by County.

c. Provider and County will notify each other, via email, regarding any changes to Participant's services (i.e., eligibility, discharge, termination, etc.). Notification must be in accordance with applicable license and/or service provision requirements.

d. If County has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by the actions of Provider, its agents and/or employees, County may require that Provider immediately terminate providing services to the person. No payments shall be made for the period in which services are suspended or terminated.

e. Provider must establish written procedures for discharging a participant or terminating services to a participant.

5. Delivery of Care Services: (If Applicable)
Except as noted the Provider retains control over:
a. Intake procedures and program requirements.

b. The methods, times, means and personnel for providing Purchased Services to eligible clients.

c. Nothing in the agreement requires the Provider to serve eligible clients, but all clients must be given the right to apply. If services are denied, the client must be informed of the reason for denial and the process for appealing the denial.

6. Service Plan (If Applicable)
a. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement must be in accordance with the service plan developed for the individual client in collaboration with the client's case manager.

b. Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the service plan.

c. The County may delegate the development of service plans to the Provider. If the responsibility is being delegated, the Provider must ensure development of the service plans.

7. Provider Qualifications and Training:
a. The Provider is qualified to provide the service(s) and if required, licensed to provide the services.

8. Payment for Services:
a. Certification of Expenditures:
The Provider will invoice the County for services provided as described in Attachments A – F on a monthly or quarterly basis. Invoices will detail times,

rates, and types of services, and shall be the net of charges due minus payment, if any, received from clients whether billed for the full charges due for services rendered or a reduced amount in accordance with the Provider's sliding fee scale.

b. Payment for Purchased Services:
Todd County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed for eligible clients that are correct and complete.

9. Standards and Licenses:

Provider agrees to:

a. Comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications pertaining to the programs and staff for which the Provider is responsible in the performance of its obligations under the Agreement during the term of this Agreement.

b. Supply copies of required licenses, certifications or registrations to County upon request.

c. Inform County, in writing, of the following related to it or its employees immediately upon:
   1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status;
   2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing;
   3) Any federal exclusion of an individual or entity providing services pursuant to this Agreement, or any conviction that could result in federal exclusion of Provider or Provider's employees.

d. Upon the County's written request, supply County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

e. Require employee(s) to cease the provision of direct services provided under this Agreement if a license and/or certification necessary to provide services is suspended, revoked, terminated, or expires.

f. Comply with state background check requirements in accordance with MN Statutes, Chapter 245C.

g. Maintain a process where all employees and volunteers will receive Fraud, Waste and Abuse training upon starting work with Provider and on an annual basis as outlined in 42 Code of Federal Regulations (CFR) Section 422.503(b)(4)(vi)(C) and 42 CFR Section 423.504(b)(4)(vi)(C). Provider shall submit documentation of completed training upon request by County.

h. Ensure that all services delivered by staff, including any subcontractors performing services under this Agreement, are within their scope of licensure and practice and receive appropriate training and supervision. Provider shall exercise due diligence to maintain appropriate levels of staffing at all times when performing services under this Agreement.

i. Comply with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq, 45 CFR § 80 and the County Limited English Proficiency Plan. If a County participant needs language assistance, the Provider may contact the County case worker (or financial worker) to arrange for interpreter services to be provided via an assigned interpreter of the County.

j. Acknowledge that this Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All court proceedings related to this Agreement shall be venued in the County District Court, in the State of Minnesota court system.

10. Audit and Record Disclosures:

a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.

b. The Provider agrees to maintain all records pertaining to this Agreement for ten (10) years for audit purposes in accordance with Minn. Stat. 16C.05, subdivision 5. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 11 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.

c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:

☒ A written Program and Statistical Report in a form approved or provided by the County within thirty (30) days after the end of each quarter.

☒ ☒ Quarterly ☐ Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.

☒ ☒ Revenue and Expense Statement and Balance Sheet on an annual basis

☒ Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.

☒ Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.

☒ As indicated in Attachments A - F, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.

d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.

e. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.

f. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.

g. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any and all discrepancies,

violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

h. County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Audit and Record Disclosures section.

11. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Nikki Hermanson on behalf of Todd County
Regional Contract Administrator
Sourcewell
202 12th St. NE, P.O. Box 219
Staples, MN 56479
nikki.hermanson@sourcewell-mn.gov

b. The Provider: Laura Vaughn
Northern Pines Mental Health Center
520 Fifth St. NW
Brainerd, MN 56401
lvaughn@npmh.org

12. Reports of Death, Injury, Damage, or Abuse

a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 11. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 260E.09.

c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

13. Safeguard of Client Information:

a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Provider or the County.

b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.

c. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Laura Vaughn.

d. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** Todd County Health and Human Services including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of OCCS for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

14. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

a. **Federal Nondiscrimination Requirements**. In the event County is using federal funds to pay Provider and/or federal law applies to the services rendered pursuant to this Agreement, Provider and County mutually agree to comply with the Civil Rights Act of 1964 and 1991 as amended, Title VII, 42 U.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance Provider also agrees to comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, religion or creed, national origin or ancestry, sex, age,

physical or mental disability, veteran's status, genetic information or citizenship be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs.

b. **EEOC Nondiscrimination Requirements.** Provider and County mutually agree to adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that both parties do not unlawfully discriminate in any condition of employment on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), disability, genetic information or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment.

c. **Minnesota Nondiscrimination Requirements**. Provider and County also agree to comply with the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq. and ensure that no employee or participant shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation or age, be excluded from participation in services offered by Provider, be denied the benefits of those services, or be otherwise subject to discrimination by Provider or its employees.

To the extent applicable, Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than $100,000.00 and Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months. Provider has executed Exhibit C – Affirmative Action Form which is incorporated herein by this reference.

15. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

16. Contract Disputes:

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of Todd County Health and Human Services and Amanda Peterson, the Regional Contract Administrator. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to the Todd County Health and Human Services a written appeal. The decision of Todd County for the determination of such

appeals, shall be through the Director of Todd County Health and Human Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.

b. This disputes clause does not preclude consideration of questions of law.

17. Fair Hearing and Grievance Procedures:
The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

18. Indemnification:
a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
    1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
    2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
    3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

19. Insurance and Bonding:
a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

☒ A general liability insurance policy in the amount of $1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
☒ Worker's compensation insurance per Minnesota Statute, section 176.181.
☒ Professional liability insurance policy for licensed professionals with a minimum aggregate amount of $1,000,000.
☒ Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of $15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.

b. By signing this Agreement, and the Insurance and License Form (Exhibit H), the Provider certifies that they are in compliance with this Section.

c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to Nikki Hermanson, Regional Contract Administrator, Sourcewell, 202 12th St. N., P.O. Box 219, Staples, MN 56479 or via e-mail to nikki.hermanson@sourcewell-mn.gov. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

d. Todd County or Nikki Hermanson, the Regional Contract Administrator reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).

e. Failure by the Provider to maintain insurance coverage as set forth in this Section 19 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

20. Contractor Debarment, Suspension, and Responsibility Certification
Federal Regulation 45 CFR 92.35 prohibits Todd County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Todd County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, and the Excluded Provider Policy Certification Form (Exhibit H), the Provider certifies that they are in compliance with these regulations.

21. Conditions of the Parties' Obligations:
a. Before the termination date specified in the first paragraph of this

Agreement, County may evaluate Provider performance and determine whether such performance merits renewal of this Agreement.

b. For providers of adult mental health services, in accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services (DHS) must be named as a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that DHS has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between County and Provider. Provider specifically acknowledges that County and DHS are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third- party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

c. Provider agrees to abide by all applicable Federal Lobbying Restrictions in accordance with DHS Mental Health requirements.

22. Independent Contractor:

a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.

b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

23. Subcontracting and Assignment:
The Provider shall not enter into any subcontract for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions as the County may deem necessary.

24. Modification of Agreement:
Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

25. Default:

a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.

b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 11, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Todd County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.

c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.

d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 25(a) or County default, each of the following shall constitute default on the part of the Provider:

1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
2) Provider is in such financial condition so as to endanger the performance of this Agreement;
3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
5) Failing to perform any other material provision of this Agreement.

e. Default by County Unless cured or excused by the Force Majeure provision in Section 25(a) or Provider default, each of the following shall constitute default on the part of the County:
1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
2) Failing to perform any other material provision of this Agreement.

f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.

g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

26. Termination:

a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of termination by the Provider shall be addressed to Nikki Hermanson, Regional Contract Administrator, Sourcewell, 202 12th St. N., P.O. Box 219, Staples, MN 56479.

b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 25(g) of this Agreement.

c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 11.

e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
   1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
   2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
   3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
   4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
   5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.

f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
   1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
   2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
   1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Director of Todd County Health and Human Services, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
   2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.

3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

27. Contract Rights, Remedies, and Waiver:

a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

28. Damages:

a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

29. Merger:

a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-29, Attachments A - F and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Todd County and the Provider have executed this Agreement as of the day and year first written above:

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

COUNTY OF TODD
STATE OF MINNESOTA

BY: _____
Chairperson of the County Board

DATED: _____

BY: _____
Jackie Och, Director of Todd County Health and Human Services

DATED: _____

NORTHERN PINES MENTAL HEALTH CENTER

BY: _____
Laura Vaughn

DATED: _____

Attachment A- Purchased Services

Agency Name: Northern Pines Mental Health Center

Contract Term: January 1, 2027 – December 31, 2027

Rates & Payment:

The total amount for services billed in 2027 shall not exceed $12,000.00. Any services in excess of this amount need prior approval of the County and must be agreed to in writing.

The rate for direct clinical outpatient services provided by an M.D. or an Advanced Practice Psychiatric RN or Nurse Practitioner with prescription privileges will be $195.00 per hour*. The rate for direct clinical outpatient services provided by a non-M.D will be $125.00 per hour*.
*Per hour rates are for treatment; the rate for diagnostic assessment services shall be as listed on the Provider's fee schedule.

The rate for all other services provided under this section will be $95.00 per hour. This includes, but is not limited to, telephone calls (clinical, client contact), case specific interagency consultation, county referred court-ordered services, county requested licensing supervision, approved education/prevention activities, approved meetings and travel, county requested special services.

Children and adult wraparound purchased services will be reimbursed at the Provider's cost.

Additional rates may be negotiated between the County and the Provider for specialized services. Units will be reported in 15 minute increments.

The Provider will invoice the County for services provided as described above on a quarterly basis. Invoices will detail times, rates and types of services. Invoices shall be the net of charges due minus payment, if any, received from clients whether billed for the full charges due for services rendered or a reduced amount in accordance with the Provider's sliding fee scale.

Description of Services:

Purchased Services - The following services and activities are agreed to be billable to the County under the terms of the 2027 Contract. Provider shall develop an internal review process to monitor the provision of Direct Clinical Services provided by non-MD staff and to notify and obtain approval from Todd County Health and Human Services. Written county approval is required for all purchased services. Services below that are rendered to or on behalf of clients insured for mental health services or others who are not eligible for the Northern Pines sliding fee schedule do not qualify for reimbursement under this Agreement.

a. Diagnostic Assessment / Review
b. Test Interpretation

c. Medication Management
d. Pre-After Care
e. Information/Referral/Placement
f. Psychiatric Evaluation/Consultation
g. Psychological Evaluation
h. Therapy – Family, Individual, Group
i. Client Case Consultation/Coordination (client, family, agency, etc.)
j. Telephone Calls (clinical, client contact)
k. Development and/or Modification of Individual Treatment Plans
l. Play Therapy Group
m. Parenting Education Groups
n. Supervision of interns/case managers (licensing) as requested by the County
o. Any Todd County Health and Human Services requests for special activity or service, including travel. Examples: Todd County Health and Human Services staff training, foster parent training, County-referred, court-ordered clinical work and related court preparation, appearance, and related travel, etc.
p. The following meetings and directly related activities and travel:
    i. Child Protection Team
    ii. Children's Justice Initiative Team
    iii. Mental Health Professional participation as part of the Local Advisory Council
q. Child or adolescent mental health screening requested by Todd County Health and Human Services
r. Intensive Case Management/Wraparound to eligible children with SED
s. Intensive Case Management/Wraparound to eligible adults as referred by County.

Initial appointments will be available within three weeks of request. Emergency services will provide immediate access to a mental health professional during regular center hours.

Purchased Services will be provided at Northern Pines Mental Health Center offices, Long Prairie and Staples, or in the community as appropriate.

The Provider agrees to provide an explicit description of the services to be provided that incorporates all mental health service standards established in Minnesota Statutes, section 245.461 to 245.486 and 245.487 to 245.4889 applicable to county boards or service providers. Appendix A, a copy of which is on file at the County offices, is hereby incorporated by reference.

Performance Measures and Reporting Requirements:

Provider agrees to submit biannual reports delivered electronically to the Regional Contract Administrator, Nikki Hermanson (nikki.hermanson@sourcewell-mn.gov), by July 31, 2027 and January 31, 2028.

The biannual reports shall contain the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Quarterly Goal
Those served by the provider will be satisfied with the service provided	Report biannually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
Referred clients were accepted for services	Report biannually the number of clients accepted for services and number of clients denied services.	New referrals	Screening Interviews	90% acceptance

Corrective Action:

1. A corrective plan will be initiated if the Provider has a negative performance. Todd County will outline measurable steps the Provider will take to correct the deficiencies.
2. If the outcomes do not improve, a percentage of the Provider's payment may be withheld.

Attachment B- Community Support Program Services

Agency Name: Northern Pines Mental Health Center

Contract Term: January 1, 2027 – December 31, 2027

Rates & Payment:

Northern Pines Mental Health Center, Inc. is identified as the vendor of choice for Rule 78-Community Support Program services and will be reimbursed an amount **not to exceed $44,418.00** received from the Minnesota Department of Human Services by Todd County for the year 2027. Quarterly billing statements detailing expenses incurred in brass codes 434X and 420X will be sent to the County by the Provider after the completion of each quarter.

Written county approval is required for any community support program services. Provider shall develop a method to monitor the provision of services provided and to notify and obtain approval from Todd County Health and Human Services. Any services in excess of this amount need prior approval of the County and must be agreed to in writing.

Description of Services:

1. Conducting outreach activities
2. Connecting people to resources to meet their basic needs
3. Finding, securing and supporting people in their housing
4. Attaining and maintaining health insurance benefits
5. Assisting with job applications, finding and maintaining employment, securing finances
6. Fostering social supports, including peer support services
7. Educating about mental illness, medications, treatment and recovery

Todd County's CSP program is funded under brass code 434X - Other Community Support Program. Funds may also be used to help support the Todd County Drop-In Center under brass code 420X – Peer Support Services, as well as individual CSP services. This will assist clients to have a place to go to socialize, network, and gain information about mental health resources in the community. The Drop-In Center may also employ consumers who have been hired as Certified Peer Support Specialist, who can assist with the operation of the Drop-In Center. Individual CSP visits will help consumers to maintain mental health stability while living in their homes who might not otherwise qualify for or participate in services. In addition, CSP dollars may be used for community competency restoration for Rule 20 clients, in lieu of completing that in an in-patient setting.

Performance Measures and Reporting Requirements:

Provider agrees to submit necessary data as required by the Minnesota Department of Human Services for Adult Mental Health Grant dollars into the Mental Health Information System (MHIS).

Provider agrees to submit biannual reports delivered electronically to the Regional Contract Administrator, Nikki Hermanson (nikki.hermanson@sourcewell-mn.gov), by July 31, 2027 and January 31, 2028 for all services provided as the CSP Provider. The biannual reports shall include the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Quarterly Goal
Those served by the provider will be satisfied with the service provided	Report biannually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
Referred clients were accepted for services	Report biannually the number of clients accepted for services and number of clients denied services biannually.	New referrals	Screening Interviews	90% acceptance
Referred clients have stable housing within 45-60 days of service.	Report biannually the number of new clients who obtained stable housing within 45-60 days of referral.	New referrals	Provider records	50%
Referred clients will find and maintain employment (if applicable)	Report biannually the number of new clients who found and maintained employment.	New referrals	Provider records	30%

Corrective Action:

1. A corrective plan will be initiated if the Provider has a negative performance. Todd County will outline measurable steps the Provider will take to correct the deficiencies.
2. If the outcomes do not improve, a percentage of the Provider's payment may be withheld.

Attachment C - School Based Mental Health Services

Agency Name: Northern Pines Mental Health Center

Contract Term: January 1, 2027 – December 31, 2027

Rates & Payment:

The County agrees to contribute toward the cost of services, an amount not to exceed **$20,000.00** during the term of this agreement. Any services in excess of this amount need prior approval of the County and must be agreed to in writing.

The County agrees to pay the Provider $95.00 per hour beginning January 1, 2027 through December 31, 2027. Invoices shall include the following:

A) Number of children served per district
B) Units and type of service provided per district, uncompensated by other sources, including indirect activities
C) Notice of any staff changes for the school-based mental health services
D) Staff list for each school district

The Provider agrees to bill the County only for School-Based Mental Health Services that are not reimbursable by Medical Assistance or other third-party payers. Clients eligible for Medical Assistance must apply for services, and will not be reimbursed by the County. Non-payment by a program participant with a high-deductible insurance plan whose deductible has not been met will be considered by the County for payment on a case-by-case basis. Explanation of Benefits will be provided to the County by the Provider when requesting payment under this provision, as well as billing statements showing non-payment by a program participant for three months.

Description of Services:
Todd County Health and Human Services has entered into an agreement with Northern Pines Mental Health Center to provide School-Based Mental Health Services.

Services to be provided include direct individual, group, and family mental health services to children with emotional disturbances.

Performance Measures and Reporting Requirements:
Provider agrees to submit biannual reports delivered electronically to the Regional Contract Administrator, Nikki Hermanson (nikki.hermanson@sourcewell-mn.gov), by July 31, 2027 and January 31, 2028.

The biannual reports shall contain the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Quarterly Goal
Those served by the provider will be satisfied with the service provided	Report biannually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
Referred clients were accepted for services	Report biannually the number of clients accepted for services and number of clients denied services.	New referrals	Screening Interviews	90% acceptance

Corrective Action:

1. A corrective plan will be initiated if the Provider has a negative performance. Todd County will outline measurable steps the Provider will take to correct the deficiencies.
2. If the outcomes do not improve, a percentage of the Provider's payment may be withheld.

Attachment D – Children's Mental Health - Respite

Agency Name: Northern Pines Mental Health Center

Contract Term: January 1, 2027 – December 31, 2027

Rates & Payment:

Northern Pines Mental Health Center, Inc. is identified as the primary vendor for providing children's mental health respite services and will be reimbursed jointly with Todd County an amount **not to exceed the grant award** received from the Minnesota Department of Human Services by Todd County for the year 2027. Detailed quarterly invoices will be sent to the County by the Provider after the completion of each quarter. Invoices will detail times, rates and types of services provided. The County will monitor County and Provider spending quarterly, not to exceed the grant award jointly. Any services in excess of this amount need prior approval of the County and must be agreed to in writing.

Written county approval is required for any children's mental health respite services. Provider shall develop a method to monitor the provision of services provided and to notify and obtain approval from Todd County Health and Human Services.

Description of Services:

A. Respite programs provide planned short-term and time-limited breaks for families and other unpaid care givers of children with a developmental delay in order to support and maintain the primary care giving relationship. Respite also provides a positive experience for the person receiving care. Respite is not paid for child care while a parent or caregiver is at work.
B. Eligible children will have had a severe emotional disturbance (SED) by virtue of significantly impaired home and community functioning lasting at least one year. A diagnostic assessment will have been conducted within the past 180 days.
C. Respite services may be paid at the county-set rate of $50.00 per day for overnight respite or $2.50 per hour for hourly respite. Provider agrees to coordinate with respite provider and family - including authorization of units; obtain authorization for payment from County; and assist family with coordination of transportation for respite. Transportation costs may be covered as part of the respite grant.
D. Respite services may be used for community integration support. The child's need for therapeutic socialization must be determined. Services covered include, but are not limited to, health club membership, activity fees, sports equipment rental, after school programs, etc.
E. Respite services may be used for summer camp. The child's need for therapeutic socialization must be determined. The family needs to purse all other funding option prior to authorizing this service. A maximum of $500 per child may be spent on summer camp.
F. The maximum length of authorization is twelve months or less for all forms of respite care.

Performance Measures and Reporting Requirements:

Provider agrees to submit biannual reports delivered electronically to the Regional Contract Administrator, Nikki Hermanson (nikki.hermanson@sourcewell-mn.gov), by July 31, 2027 and January 31, 2028.

The biannual reports shall contain the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Quarterly Goal
Those served by the provider will be satisfied with the service provided	Report biannually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
Referred clients were accepted for services	Report biannually the number of clients accepted for services and number of clients denied services.	New referrals	Screening Interviews	90% acceptance

Corrective Action:

1. A corrective plan will be initiated if the Provider has a negative performance. Todd County will outline measurable steps the Provider will take to correct the deficiencies.
2. If the outcomes do not improve, a percentage of the Provider's payment may be withheld.

Attachment E- Children's Mental Health Targeted Case Management and Transitional Case Management Services

Agency Name: Northern Pines Mental Health Center

Contract Term: January 1, 2027 – December 31, 2027

Rates & Payment:
The County shall pay the Provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the default Children's Mental Health Targeted Case Management (CMH-TCM) rate, as described in the DHS Fiscal Reporting and Accounting webpage. Services provided by Provider shall be billed at **$790.00 per month per client**. Todd County Health and Human Services has budgeted $10,000.00.00 for the provision of Children's Mental Health Targeted Case Management services for 2027. Any services in excess of this amount need prior approval of the County and must be agreed to in writing.

The Provider will bill the County the statewide subcontracted TCM rate of $790.00 per client/per month for at least one documented reimbursable contact for any client who is approved by the County to receive CMH-TCM services payable in whole or part by the County when third-party payer coverage is not available for CMH-TCM services for a client approved to receive CMH-TCM services under this contract.

Description of Services:

Children's Mental Health Targeted Case Management Services: Eligible children will have had a severe emotional disturbance (SED) by virtue of significantly impaired home and community functioning lasting at least one year. A diagnostic assessment will have been conducted within the past 180 days.

The purpose of these services shall be to improve the behavioral functioning and reduce the risk of out-of-home placement for identified children with severe emotional disturbances (SED) and diagnosis in the autism spectrum.

The Provider will assure that professionals and practitioners are skilled in the delivery of mental health services to children with SED. The Provider will recruit mental health professionals and practitioners and has adequate administrative ability to ensure availability of services, and will assure adequate pre-service and in-service training.

Practitioners will be supervised by a Mental Health Professional who accepts full responsibility for provision of quality services. The professional will be present on-site for at least one one-hour observation in the first 12 hours, and as clinically appropriate thereafter. This observation will be documented in the child's record and signed by the professional.

Services to be provided will be specified in the ITP (developed by the Provider) as being necessary and appropriate for the child. The ITP will be signed and periodically reviewed. The ITP will become a subsection of the Individual Community Support Plan.

The Provider will ensure coordination of the child's care with all relevant agencies.

The Provider also agrees to offer and provide TCM families assistance in applying for MHCP insurance programs.

Transitional Case Management Services: Todd County authorizes Northern Pines Mental Health Center, Inc. for the purpose of providing Children's Mental Health Targeted Case Management and Transitional services to adults aged 18-21 under the rules of Children's Mental Health Case Management procedure codes, to be billed under Adult Mental Health Case Management procedure codes at the rate established for children's mental health, throughout calendar year 2026.

Performance Measures and Reporting Requirements:
Provider agrees to submit biannual reports delivered electronically to the Regional Contract Administrator Nikki Hermanson (Nikki.Hermanson@sourcewell-mn.gov), by July 31, 2027 and January 31, 2028.

The biannual reports shall contain the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Quarterly Goal
Those served by the provider will be satisfied with the service provided	Report biannually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
Referred clients were accepted for services	Report biannually the number of clients accepted for services and number of clients denied services.	New referrals	Screening Interviews	90% acceptance

Corrective Action:

1. A corrective plan will be initiated if the Provider has a negative performance. Todd County will outline measurable steps the Provider will take to correct the deficiencies.
2. If the outcomes do not improve, a percentage of the Provider's payment may be withheld.

Agency Name: Northern Pines Mental Health Center

Contract Term: January 1, 2027 – December 31, 2027

Rates & Payment:

The total amount for services billed in 2027 shall **not exceed $5,000.00**. The total amount to be paid pursuant to this agreement shall not exceed the amount authorized in clients' services agreement(s), nor shall it exceed an amount equal to the number of service units actually provided, multiplied by the payment rate of this agreement. Any services in excess of this amount need prior approval of the County and must be agreed to in writing. In-Home Services Specialists, Skills Specialists, and Master's Level Family Specialists will be billable at the rate of $100.00 per hour, billed in 15 minute increments. Treatment Planning will be billed at $100.00 per session. Mental Health Behavioral Aides will be billed at $10.00 per 15 minutes. Travel time will be billed in 1-minute increments at $0.60 per minute. Interpretation will be billed at $7.50 per 15-minute increments.

The Provider agrees to bill the County only for In-Home services that are not reimbursable by Medical Assistance or other third-party payers. Clients identified by the County as having Medical Assistance applications pending in excess of three months may be billed to the County for full payment. Clients eligible for Medical Assistance must apply for services and will not be reimbursed by the County.

Services and Rates:

Service Type	**Rate**	
Intensive In-Home Skills Training	Individual Skills Training H2014	$25.00/15 minutes
	Family Skills Training H2014 HR	$25.00/15minutes
	Travel Time H0046	$0.60/minute
	Treatment Planning H0032 At a frequency following DHS guidance for H0032, not to exceed 4 sessions per year	$100.00/per session
	Interpretation	$7.50/15 minutes
Mental Health Behavioral Aide	Therapeutic Behavioral Services Includes Tier 1, Tier II & Tier III services	$10.00/15 minutes
	Travel Time H0046	$0.60/minute

Purpose:
The purpose of these services shall be to improve the behavioral functioning and reduce the risk of out-of-home placement for identified children with severe emotional disturbances (SED) and diagnosis in the autism spectrum.
Eligible children will have had a severe emotional disturbance (SED) by virtue of significantly impaired home and community functioning lasting at least one year. A diagnostic assessment will have been conducted within the past 180 days.

Description of Services:
Family counseling and skill development services are short-term, designed to serve severe, multi-problem families and will consist of activities designed to promote skill development of both the child and the child's family in the use of age-appropriate daily living skills, interpersonal and family relationships, and leisure and recreational services; Services will assist the family to improve the family's understanding of normal child development and to use parenting skills that will help the child achieve the goals outlined in the ITP.

Additionally, skills training will promote family preservation and unification, promote the family's integration with the community, and reduce the use of unnecessary out-of-home placement or institutionalization of the child.

Written county approval is required for any in-home skills services. Provider shall develop a method to monitor the provision of services provided and to notify and obtain approval from Todd County Health and Human Services. Services are available for clients in need of intensive in-home individual skills training or assistance of a mental health behavioral aide to assist the child to acquire developmentally and therapeutically appropriate daily living skills, social skills and leisure/recreational skills through targeted activities. Services must be identified in the child's individual treatment plan. The Provider agrees to provide:

A. An explicit description of the services to be provided.
B. An exposition of the staffing; and
C. Program budget.

Services will be provided in the client's home or at various locations in the community.
The Provider shall, in writing within ten (10) days, notify the County whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, the County shall determine whether such inability will require modification or cancellation of said contract

Service Requirements:

A. The Provider will assure that professionals and practitioners are skilled in the delivery of mental health services to children with SED. The Provider will recruit mental health professionals and practitioners and has adequate administrative ability to ensure availability of services and will assure adequate pre-service and in-service training.

B. Practitioners will be supervised by a Mental Health Professional who accepts full responsibility for provision of quality services. The Supervisor will be present on-site as

clinically appropriate. Observation will be documented in the child's record and signed by the Supervisor.

C. Services to be provided will be specified in the ITP (developed by the Provider) as being necessary and appropriate for the child. The ITP will be signed and periodically reviewed. The ITP will become a subsection of the Individual Community Support Plan.

D. Services will be coordinated with the case manager if the child is receiving case management services. If the child does not have a case manager, the Provider will coordinate services.

E. The Provider will ensure coordination of the child's care with all relevant agencies.

Psychotherapy hours will be provided by a professional. Skills-training will be provided by either mental health practitioners or professionals

Performance Measures and Reporting Requirements:
Provider agrees to submit biannual reports delivered electronically to the Regional Contract Administrator, Nikki Hermanson (nikki.hermanson@sourcewell-mn.gov), by July 31, 2027, and January 31, 2028.

The biannual reports shall contain the following information:

Primary Measures	Reporting Requirements	Applied To	Data Source	Quarterly Goal
Those served by the provider will be satisfied with the service provided	Report biannually the customer satisfaction percentage based on client surveys.	Persons served and stakeholders	Satisfaction surveys	80% customer satisfaction
Referred clients were accepted for services	Report biannually the number of clients accepted for services and number of clients denied services.	New referrals	Screening Interviews	90% acceptance

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
MINNESOTA • EST. 1855

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20261117-32**

Agenda Topic Title for Publication:	**Northern Pines Mental Health Center - Lease Renewal**	
Date of Meeting: November 17th, 2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda

Organization / Department Requesting Action: Administration

Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator

Background: *Supporting Documentation enclosed* ☒

The lease agreement with Northern Pines Mental Health Center for 2026 is set to expire on December 31, 2026. Northern Pines Mental Health Center has expressed interest in renewing the lease agreement for 2027 for space utilized in the Todd County Staples Building in the amount of $12,000.00 annually, paid in 4 intallments of $3,000.00 before January 1, 2027, April 1, 2027, July 1, 2027 and September 1, 2027.

Options:

1. Renew the Northern Pines Mental Health Center lease agreement as presented, for January 1, 2027 through December 31, 2027.
2. Do not renew the Northern Pines Mental Health Center lease agreement as presented.
3. Renew with different terms.

Recommendation:

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

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into on January 1, 2027, between the Board of Commissioners of Todd County, Minnesota ("Lessor"), and Northern Pines Mental Health Center, Inc. ("Lessee"). For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee (collectively "Parties") agree as follows:

1. Premises: Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor, the following described premises ("Premises"):

   The entry-controlled offices known as Suite 2 in the building located at 200-1st Street Northeast, Staples, MN.

2. Term: The term of this Lease shall be from 01/01/2027 until 12/31/2027. The Parties acknowledge that a new Lease, if mutually desired for 2028 and beyond, must be executed on or before October 31, 2027.

3. Rent: The Lessee agrees to annually pay to the Lessor $12,000.00 as rent for the Premises starting January 1, 2027, which rent shall be paid annually in four (4) installments of $3,000.00 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.

4. Possession: Lessee shall have exclusive use and possession of the Premises for the term stated herein, subject to and subordinate to any fully-executed, pre-existing lease of the Premises, the existence of any such lease having been fully disclosed to Lessee by Lessor. Lessee may paint the interior walls of the Premises. Lessee may hang pictures and signage on the interior walls of the Premises. Lessee may use any furniture left in the Premises by Lessor upon moving in; any furniture deemed undesirable by Lessee will be removed by Lessor upon request. The parties agree to abide by all OSHA regulations, the Americans with Disabilities Act, and any other applicable state and federal regulations, when situating furniture and fixtures or making any improvements within the Premises.

5. Insurance: Lessor agrees to insure the Premises with appropriate insurance coverage on a replacement cost basis. Lessee is responsible for insuring (or self-insuring) Lessee's own personal property within the Premises. Lessee shall provide liability insurance for damages (both alleged and actual) occurring within the Premises at all times when Lessee is the exclusive occupant thereof, proof of such coverage to be provided by Lessee to Lessor upon written request.

6. Hold Harmless Agreement: Lessee agrees to defend, indemnify, and hold Lessor's employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors, agents or employees, on or in the Premises for the term of the Lease.

7. 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. Any lawsuits or claims arising under this Lease shall be venued in Todd County, Minnesota, unless otherwise agreed to by the Parties in writing.

8. Assignment: This Lease may be assigned, transferred or conveyed by the Lessee with the written consent of the Lessor.

9. 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.

10. 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.

11. 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.

12. Entire Agreement: This Lease sets forth the entire agreement of the Parties about leasing the Premises and replaces and supersedes any previous agreement between the Parties, 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.

13. 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, tornado, 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. If 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 30 days after the damaging event, and thereupon this Lease shall be terminated without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be reduced (and refunded if applicable) by written agreement of the Parties to the extent Lessee's use of the Premises is compromised by destruction, total or partial, as contemplated in this paragraph.

14. Condemnation: In the event the Premises, or any part thereof, are condemned by the public authority, this Lease shall terminate as to the part so condemned. Upon any such condemnation, 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 to terminate the Lease without further obligation. In any event, Lessee's rent shall be reduced (and refunded if applicable) by written agreement of the Parties to the extent Lessee's use of the Premises is compromised by condemnation, as contemplated in this paragraph.

15. Binding Effect: This Lease shall both benefit and bind the Parties hereto and their respective successors, personal representatives and permitted assigns.

16. Taxes: Unless otherwise agreed in writing, Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, state and local property taxes and special assessments.

17. Surrender: At the expiration of this Lease or upon early termination of this Lease for reasons contemplated herein, Lessee will yield possession of the Premises to the Lessor in the same condition as when the Premises was first occupied by Lessee. The Parties acknowledge that any damage to Premises caused by fire, natural disaster, or reasonable use ("wear and tear") will be excused.

18. 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 or to such other address as may be hereafter designated by written notice provided in accordance with this section.

    To Lessor: Todd County Coordinator
    215 1st Ave S, Ste 300
    Long Prairie, MN 56347

    To Lessee: Executive Director
    PO Box 367
    Little Falls, MN 56345

    All such notices shall be effective only when received by the addressee.

19. 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.

20. Quiet Enjoyment: Except as otherwise stated herein, upon 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.

21. 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.

22. 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**	
☒	☐	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 and Internet Connectivity
☒	☐	Snow Removal

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

23. 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. 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.

24. Lessor's Covenants: Lessor agrees to maintain the Premises in a condition fit for its 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 reasonably maintain common areas within the building and the grounds.

25. 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, large conference room or small conference room within the building but outside of the Premises as defined herein.

26. Documentation: Lessor shall provide to Lessee at the time of signature of this Lease Agreement 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.

27. Alterations: Except as otherwise agreed herein, 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 the Premises, 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 the dates noted below.

FOR LESSEE:

Date:_____ _____

Laura Vaughn, Executive Director
Northern Pines Mental Health Center, Inc.

FOR LESSOR:

Date:_____ _____

Bob Byers, Chair
Todd County Board of Commissioners