



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, July 15, 2025

9:00 AM

Meeting to be held in the County Board Room

at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.

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

Public Comment Period: 8:45 a.m.

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 - July 1st, 2025	
4.2	Hire Doug Rakow, FT Investigator Start date: TBD	
4.3	Hire Megan Sovich, Administrative Assistant Start date: TBD	
4.4	Hire Kyle Cossentine, PT Jailer Start date: TBD	
4.5	Hire Aidan Gulbranson, PT Jailer Start date: TBD	
4.6	Hiring Equipment Operator - David Geisenhof Start date: TBD	
5	County Auditor-Treasurer	9:05
5.1	Auditor Warrants - June 2025	
5.2	Commissioner Warrants	
5.3	Health & Human Services Commissioner Warrants	
5.4	Health & Human Services SSIS Warrants	
5.5	Initiative Foundation Annual Contribution	
6	County Attorney	9:10
6.1	Eliminate Job Descriptions for Assistant County Attorney 1 & 3 Position	
6.2	Hire FT Assistant County Attorney Christopher Mathews Approx. Start date: 08/11/2025	
7	Facilities	9:15
7.1	Historic Trim Project	
8	County Sheriff	9:20
8.1	Correction to BA# 20250701-19	
9	Planning & Zoning	9:25
9.1	Smieja & Wiener request for rezoning	
9.2	Shrock Request for CUP	
9.3	Coblentz Request for CUP	
9.4	New Heights Dairy Request for CUP	
9.5	Johnson Request for CUP	
10	Solid Waste	9:30
10.1	Waste Delivery Agreement Renewal with WM of MN	
11	Health & Human Services	9:35
11.1	Hire Accounting Specialist - Hannah Elfering Start date: TBD	
12	Administration	9:40
12.1	2025-2027 LELS - Jailer/Dispatcher Tentative Agreement	
12.2	Paycom Software Agreement	



BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

Standing Reports

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

Adjourn



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-01
Agenda Topic Title for Publication:		Meeting Minutes Approval - July 1st, 2025
Date of Meeting: July 15 th , 2025	Agenda Time Requested:	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Minutes for the following meetings are attached: July 1 st , 2025		
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 July 1 st , 2025 as presented.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal

*Minutes of the Meeting of the Todd County Board of Commissioners held on
July 1st, 2025*

Call to Order

The Todd County Board of Commissioners met in the Commissioner's Board Room in the City of Long Prairie, MN on the 1st day of July, 2025 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance. All Commissioners were present.

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 with the addition of item 4.4 Hire Chris Manders for the FT Jailer position.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for June 17th, 2025 as presented.

Approve the resignation of Resource Navigator/Interpreter Kimberly Santana, effective June 24th, 2025.

Approve the resignation of Eligibility Worker Stacie Ilgen, effective June 20th, 2025.

Hire Chris Manders for the FT jailer position start date TBD.

Commissioners

The Todd County Board of Commissioners recognized the 2nd Quarter 2025 Service Awards for County employees service to Todd County.

Auditor-Treasurer

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 403951 through 403968 in the amount of \$11,673.29 and (Regular) 59021 through 59060 in the amount of \$229,625.61 for a total of \$241,298.90.

On motion by Noska and second by Denny, the following motion as introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 806588 through 806620 and (Regular) 713169 through 713202 for a total of \$82,283.13.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601715 through 601722 and (Regular) 518479 through 518506 for a total amount of \$114,896.05.

Emergency Management

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

Resolution Declaring a State of Emergency

WHEREAS the high winds have impacted the population of Todd County; and

WHEREAS the high winds event has caused a significant amount of public property damage; and

WHEREAS the Todd County Department of Emergency Management requests the Todd County Board of Commissioners to declare Todd County in a STATE OF EMERGENCY for the June 20 event of 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Todd County Board of Commissioners declares Todd County in a State of Emergency for conditions resulting from the high winds event of June 20, 2025 (date).

Public Works

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

Final Payment Authorization – 2024 Bridge Construction Contract

WHEREAS, the contract with Redstone Construction LLC. for a 2024 Bridge Construction Contract known as SAP 077-614-022 located on County State Aid Highway 14 over the Long Prairie River, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled and completed in 2024 and 2025 with the value of the total work certified being \$1,728,627.35, and;

WHEREAS, partial payments amounting to \$1,641,376.61, have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that \$87,250.74 still remains to be paid to Redstone 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 authorize final payment as specified.

Ditch/Ag Inspector

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: Acting as Ditch Authority, acknowledge receipt of a Hold Harmless Agreement application to install a private crossing in Lateral 6 on CD18 in section 15, Iona Twp.

Todd County 4-H, Extension Office

Heidi Igo, 4-H Youth Development Educator, shared updates about Todd County 4-H programing and enrollment. Kristin Saarela, Extension Administrative Specialist, shared updates about the Todd County Master Gardener Program.

Planning & Zoning

On motion by Neumann and second by Noska, the following motion was introduced and tabled by unanimous vote: Smieja & Wiener request for rezoning to request input from the Long Prairie Airport Commission.



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On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP to expand an existing feedlot on parcels 03-0018600 and 03-0018602 with the conditions below.

1. Issuance of an Interim Permit from the County Feedlot Program and correction of non-compliances shall be completed prior to stocking of additional animal units.
2. Expansion to the existing liquid manure storage area shall consist of no less than 12 months storage.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.
4. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
5. Open lots north of component 3 will remain in nonuse until further permitting is acquired.
6. Permits for construction will be issued following a receipt of acknowledgement by the DNR that the Livestock Appropriations Permit has been updated or covers the proposed numbers.
7. Applicant must abide by all other applicable federal, state, and local standards.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP to establish a wood working business on parcel 01-0011100 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. There shall be no loading or unloading of materials within the road right of way.
3. Applicant shall abide by all other applicable federal, state, and local standards

Solid Waste

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To authorize staff to sign change order CO-3 in the amount of \$51,119.14 and consultant release form for participating cost.

Health & Human Services

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the funding request from the Staples Police Department.

On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous vote: To approve the funding request from the Fairy-Lily-Long Lake Association.

Closed Session

On motion by Noska and second by Neumann, the following motion was introduced and adopted by unanimous vote: Enter into closed session pursuant to MN Statute 13D.05 Subd. 3(a) at 10:05 a.m.

On motion by Becker and second by Denny, the following motion was introduced at adopted by unanimous vote: To reopen the session at 10:27 a.m.

Chair Byers provided a summary of the closed session that a Department Head Evaluation was held for Lisa Parteka, MIS Director which was deemed satisfactory.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that the majority of the Finance Committee department reviews have been held and callbacks will be happening in the coming weeks, attended MACATFO conference and preparing to send out the Mobile Home Tax Statements.

County Attorney's Report

The County Attorney extended appreciation to the community for the recent community festivals held within Todd County.

County Coordinator's Report

The County Coordinator reported attending the soil & water bus tour, grant project with Grey Eagle city, Paycom continued conversations, department head meeting and new website update preparations.

County Commissioner's Report

The Commissioners reported on meetings and events attended.

Commissioner Becker attended the Soil & Water bus tour, Equalization, Region V, and Todd County Fair meetings.

Commissioner Neumann attended the Sauk River Watershed, Appeals & Equalization, Soil & Water bus tour, and Osakis parade meetings. Extended concern to the West Union area from the recent storms.

Commissioner Noska attended the regular meetings with mention Appeals & Equalization and Tri-CAP meetings.

Commissioner Denny attended the regular meetings with mention of the Appeals & Equalization and Finance Committee meetings. Extended appreciation for all the work on community events recently.

Commissioner Byers attended the Tri-CAP, Finance Committee, Personnel, and Equalization meetings.

Recess

On motion by Neumann and second by Denny, the meeting was recessed until July 15th, 2025.

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
EAGLE BEND WELDING	\$ 8,114.23
HERDERING INC	\$ 29,871.50
NELSON'S SERVICE CENTER	\$ 3,955.68
NORTHERN STAR COOP	\$ 3,528.79
NYHUS CHEVROLET INC	\$ 2,520.88
OTTER TAIL CO SOLID WASTE DEPT	\$ 2,000.00
TODD SOIL & WATER CONS DIST	\$ 164,413.29
TOTAL RESPONSE	\$ 3,235.55
50 PAYMENTS LESS THAN 2000	\$ 23,658.98
Total:	\$ 241,298.90

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
BRENNY FUNERAL CHAPEL	\$ 3,500.00
DHS - SWIFT	\$ 13,936.54
QUALITY LOGO PRODUCTS	\$ 3,603.17



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14 PAYMENTS LESS THAN 2000	\$ 2,265.43
DHS - SWIFT	\$ 43,804.43
49 PAYMENTS LESS THAN 2000	\$ 15,173.56
Total:	\$ 82,283.13

VENDOR NAME	AMOUNT
DHS - MSOP - MN SEX OFFENDER PROG - 462	\$ 17,921.60
GREATER MN FAMILY SRVS INC	\$ 13,804.42
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 3,132.35
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 4,683.53
NORTHWOD CHILDRENS SERVICES	\$ 9,041.46
PRAIRIE LAKES YOUTH PROGRAMS	\$ 6,750.00
PRODUCTIVE ALTERNATIVES INC - FERGUS FALLS	\$ 2,577.52
RESOURCE TRAINING AND SOLUTIONS	\$ 2,470.00
VILLAGE RANCH INC	\$ 34,025.71
WEST CENTRAL REG JUVENILE CTR	\$ 7,798.00
25 PAYMENTS LESS THAN 2000	\$ 12,691.46
Total:	\$ 114,896.05



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-02
Agenda Topic Title for Publication:		Hire Doug Rakow Investigator
Date of Meeting: 07/15/2025		Agenda Time Requested: ☒ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Hire Doug Rakow for the open Investigator position. An interview process was conducted and Doug Rakow was the selected to be the best candidate for the position.		
Options:		
1- Hire Doug Rakow for the Investigator position		
2- Do not hire Doug Rakow for the Investigator position		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Doug Rakow for the Investigator position start date TBD at a pay rate of \$32.98 Grade 11 step 4.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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COUNTY OF TODD}

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Seal



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-03
Agenda Topic Title for Publication:		Hire Megan Sovich Admin Assistant
Date of Meeting: 07/15/2025	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Hire Megan Sovich for the open Admin Assistant position. An interview process was conducted and Megan Sovich was the selected to be the best candidate for the position.		
Options:		
1- Hire Megan Sovich for the Admin Assistant position		
2- Do not hire Megan Sovich for the Admin Assistant position		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Megan Sovich for the Administrative Assistant position start date TBD at a pay rate of \$22.22 Grade 6 step 1.		

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

Auditor/Treasurer Archival Purposes Only:

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

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Seal



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-04
Agenda Topic Title for Publication:		Hire Kyle Cossentine PT Jailer
Date of Meeting: 07/15/2025	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Hire Kyle Cossentine for the open PT Jailer position. An interview process was conducted and Kyle Cossentine was the selected to be the best candidate for the position.		
Options:		
1- Hire Kyle Cossentine for the PT Jailer position		
2- Do not hire Kyle Cossentine for the PT Jailer position		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Kyle Cossentine for the PT Jailer position start date TBD at a pay rate of \$22.55 Grade 6 step 1.		

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

Auditor/Treasurer Archival Purposes Only:

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

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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-05
Agenda Topic Title for Publication:		Hire Aidan Gulbranson PT Jailer
Date of Meeting: 07/15/2025	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Hire Aidan Gulbranson for the open PT Jailer position. An interview process was conducted and Aidan Gulbranson was the selected to be the best candidate for the position.		
Options:		
1- Hire Aidan Gulbranson for the PT Jailer position		
2- Do not hire Aidan Gulbranson for the PT Jailer position		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Aidan Gulbranson for the PT Jailer position start date TBD at a pay rate of \$22.55 Grade 6 step 1.		

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

Auditor/Treasurer Archival Purposes Only:

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

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☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-06

Agenda Topic Title for Publication:	Hiring Equipment Operator
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Date of Meeting: July 15 th , 2025	Agenda Time Requested: 5 min	☐ Consent Agenda
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Organization / Department Requesting Action: Solid Waste
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Person Presenting Topic at Meeting: Mike Eberle

Background: Supporting Documentation enclosed ☐

The Solid Waste Department in coordination with the HR department has recruited and interviewed several applicants. The group agreed that David Geisenhof was the best qualified candidate. Mr. Geisenhof has expressed agreement to accept position as provided below:

Options:

1.) Authorize hiring Mr. David Geisenhof as Solid Waste Equipment Operator at grade 4D/ Step E at \$24.40/HR

2.) Do not authorize hiring Mr. Geisenhof.

Recommendation:

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

Authorize hiring Mr. David Geisenhof as Solid Waste Equipment Operator at \$24.40/ HR.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Grade 4D/Step E \$24.40/Hr. Funding Source(s): Fund 51	☒ Yes ☐ No	Start Date: TBD
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

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COUNTY OF TODD}
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☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-07
Agenda Topic Title for Publication:		Auditor Warrants - June 2025
Date of Meeting: July 15th, 2025	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 June 2025 Auditor Warrants number (ACH) 905154 through 905212 in the amount of \$2,631,157.56 (Manual) 1089 through 1099 in the amount of \$187,842.83 and (Regular) 244573 through 244747 in the amount of \$2,510,678.16 for a total of \$5,329,678.55.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

**Auditor Warrants for Publication
June 2025**

Vendor Name	Amount
BIG SWAN LAKE IMPROVEMENT ASSOCIATION	\$ 2,610.00
HEALTH PARTNERS DENTAL	\$ 8,750.58
OSAKIS LAKE ASSOCIATION	\$ 7,500.00
PETERS LAW OFFICE, P.A.	\$ 5,725.00
TODD CO AGRICULTURAL SOC.	\$ 9,798.84
TODD SOIL & WATER CONS DIST	\$ 2,704.89
TODD TRAILS ASSOCIATION	\$ 5,976.80
VERIZON	\$ 7,050.21
WEST CENTRAL REG JUVENILE CTR	\$ 14,054.00
WEST CENTRAL TECH SERVICE AREA	\$ 8,046.32
27 PAYMENTS LESS THAN 2000	\$ 14,171.81
BOULDER CREEK, INC.	\$ 136,927.77
BRAUN INTERTEC CORPORATION INC	\$ 2,259.00
CARD SERVICES COBORNS	\$ 3,679.24
CENTRA CARE	\$ 12,714.58
CIRCLE R RANCH	\$ 87,018.00
CLIFTON LARSONALLEN, LLP	\$ 21,813.75
FARM-RITE EQUIPMENT, INC	\$ 76,287.94
FLEET SERVICES/WEX BANK	\$ 7,473.20
LIBERTY TIRE SERVICES LLC	\$ 2,148.15
LONG PRAIRIE LEADER	\$ 3,479.50
LONG PRAIRIE SANITATION INC	\$ 6,538.56
MADDEN GALANTER HANSEN, LLP	\$ 7,877.52
METRO SALES INC	\$ 4,806.32
MN DEPT OF FINANCE	\$ 8,005.00
MN DEPT OF NATURAL RESOURCES	\$ 4,500.00
ONESCREEN	\$ 3,599.00
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 11,287.51
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 93,473.61
SHIRLEY'S GAS & GROCERIES INC	\$ 2,679.52
SIR LINES-A-LOT, LLC	\$ 173,770.48
STAPLES ADVANTAGE	\$ 4,752.92
STEP	\$ 11,536.63
VOYANT COMMUNICATIONS, LLC	\$ 3,397.78
WATERGUARDS LLC	\$ 23,638.88
WIDSETH SMITH NOLTING INC	\$ 3,668.00
37 PAYMENTS LESS THAN 2000	\$ 16,298.35
CEBULLA/PAUL	\$ 2,195.92
COUNTIES PROVIDING TECHNOLOGY	\$ 7,926.00
EBSO INC	\$ 310,631.00
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
HEALTH PARTNERS DENTAL	\$ 8,389.29
LONG PRAIRIE OIL COMPANY	\$ 6,228.35
MINNESOTA POWER	\$ 7,318.92
MORRISON COUNTY	\$ 35,218.72
MORRISON SWCD	\$ 3,732.47
NORTHERN STAR COOP	\$ 2,229.52
STEP	\$ 10,499.63
TODD CO AUD-TREAS	\$ 8,778.00
US BANK	\$ 17,465.00
USPS-POC	\$ 13,651.97
WAGNER/MICHAEL	\$ 2,362.50
WEST CENTRAL REG JUVENILE CTR	\$ 14,054.00
44 PAYMENTS LESS THAN 2000	\$ 18,978.90
ARNZEN CONSTRUCTION INC	\$ 19,351.30
CENTERPOINT ENERGY	\$ 2,150.69
HEALTH PARTNERS DENTAL	\$ 8,309.00
HY-TEC CONSTRUCTION	\$ 1,497,206.58
KNIFE RIVER CORP	\$ 112,076.91
MARK SAND & GRAVEL CO	\$ 1,862,407.66
NORTH COUNTRY CHEVROLET BUICK GMC	\$ 106,980.56
PEMBERTON SORLIE RUFER & KERSHNER	\$ 3,364.50
REGION V DEVELOPMT COMMISSION	\$ 19,250.00
SAFEASSURE CONSULTANTS, INC.	\$ 12,412.53
STANTEC CONSULTING SERVICES INC	\$ 9,468.38
31 PAYMENTS LESS THAN 2000	\$ 12,797.85
ARNZEN CONSTRUCTION INC	\$ 29,837.45
GREAT RIVER REGIONAL LIBRARY	\$ 86,976.25
INNOVATIVE OFFICE SOLUTIONS, LLC	\$ 4,399.00
NOW MICRO INC	\$ 4,318.00
REGENTS OF THE UNIV OF MN	\$ 43,750.00

***Auditor Warrants for Publication
June 2025***

Vendor Name	Amount
28 PAYMENTS LESS THAN 2000	\$ 15,099.21
MN DEPARTMENT OF REVENUE	\$ 110,411.59
US BANK - CC	\$ 14,933.58
MN DEPT OF REVENUE	\$ 3,597.00
MN DEPT OF REVENUE	\$ 53,713.82
8 PAYMENTS LESS THAN 2000	\$ 5,186.84
TOTAL:	\$ 5,329,678.55



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-08
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: July 15th, 2025	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) 403969 through 403995 in the amount of \$19,781.01 and (Regular) 59061 through 59091 in the amount of \$42,215.26 for a total of \$61,996.27.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

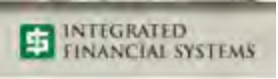
STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

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



Cutoff 2000
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION
Warrants Approved On 7/15/2025 For Payment 7/18/2025

<u>Vendor Name</u>	<u>Amount</u>
CENTRAL APPLICATORS INC	9,631.67
COMMISSIONER OF TRANSPORTATION	7,175.38
DAKOTA WHOLESALE TIRE	4,220.00
EVANS CONSOLE INCORPORATED	7,876.60
LONG PRAIRIE LEADER	7,604.00
LONG PRAIRIE PLUMBING & HTG INC	3,250.00
WOLTERS BODY SHOP INC	2,357.58
51 Payments less than 2000	19,881.04
Final Total:	61,996.27



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-09
Agenda Topic Title for Publication:	Health & Human Services Commissioner Warrants	
Date of Meeting: July 15 th , 2025	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) 806621 through 806682 and (Regular) 713203 through 713241 for a total of \$144,962.11.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

KAITLINP

7/9/25 10:17AM

**** Todd County ****

WARRANTS FOR PUBLICATION

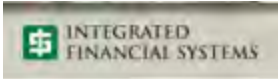


Page 1

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Report Sequence: 1 - Vendor Name

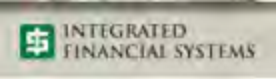
**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 7/15/2025 For Payment 7/18/2025

<u>Vendor Name</u>	<u>Amount</u>
[REDACTED]	3,232.00
[REDACTED]	3,810.00
RURAL MN CEP INC	15,023.15
84 Payments less than 2000	41,619.79
Final Total:	63,684.94

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



Cutoff 2000
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION
Warrants Approved On 7/15/2025 For Payment 7/18/2025

<u>Vendor Name</u>	<u>Amount</u>
AMAZON CAPITAL SERVICES	2,278.02
DANIEL FUNERAL HOME	3,500.00
KARVONEN FUNERAL HOME	3,500.00
MCCC, MI33	6,724.35
TODD COUNTY MIS DEPT	61,673.37
9 Payments less than 2000	3,601.43
Final Total:	81,277.17



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-10
Agenda Topic Title for Publication:	Health & Human Services SSIS Warrants	
Date of Meeting: July 15 th , 2025	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) 601723 through 601737 and (Regular) 518507 through 518528 for a total amount of \$75,296.47.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

Warrants for Publication

Payment Date:

7/18/2025

Approval Date:

7/15/2025

Vendor name or #

Amount

# 17598	4053.90	Foster care provider
NORTH HOMES CHILDREN & FAMILY SRVS	33266.40	
STEP	6141.75	
# 16359	2020.20	Foster care provider
# 17734	2835.00	Foster care provider
TRI-COUNTY COMMUNITY CORRECTIONS	11780.00	
	\$15,199.22	31 Pymts less than \$2000
Final Total	\$75,296.47	



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250715-11
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Initiative Foundation Annual Contribution
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Date of Meeting: July 15 th , 2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
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Organization / Department Requesting Action: Auditor-Treasurer
--

Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer
--

Background: Supporting Documentation enclosed ☒
--

The Todd County Board of Commissioners have budgeted for an annual contribution to the Initiative Foundation in past budget years. The Initiative Foundation is requesting confirmation on whether the contribution will be continued for the 2026 budget year matching the previous year's allocation amount of \$7,500.00.

Options:

1. Approve annual contribution of \$_____ for Initiative Foundation for 2026 budget year

2. Do not approve

Recommendation:

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

Approve annual contribution of \$_____ for Initiative Foundation for the 2026 budget year.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s): 01-149 Gen Gov't	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal



June 6, 2025

Jackie Bauer, County Coordinator
County of Todd
215 1st Ave S Ste 300
Long Prairie, MN 56347-1451

Dear Chair Byers, County Commissioners and Ms. Bauer,

The Initiative Foundation's grantmaking, lending, training, and programs have strengthened the communities and economies of Central Minnesota for nearly 40 years. Our work supports local planning and development, fuels the growth of small businesses and nonprofits, empowers emerging entrepreneurs, addresses workforce challenges, and expands access to high-quality childcare—all to ensure our communities thrive, today and into the future.

In Todd County, the Initiative Foundation has provided \$3,573,582 in grants to nonprofit organizations and local governments, as well as \$2,555,759 in business loans that have helped secure 958 quality jobs.

Thanks to financial contributions from cities and counties like yours, our capacity continues to grow. Your partnership also helps us attract significant funding from outside the region, bringing even more resources back into local communities. In 2024, together we achieved significant results:

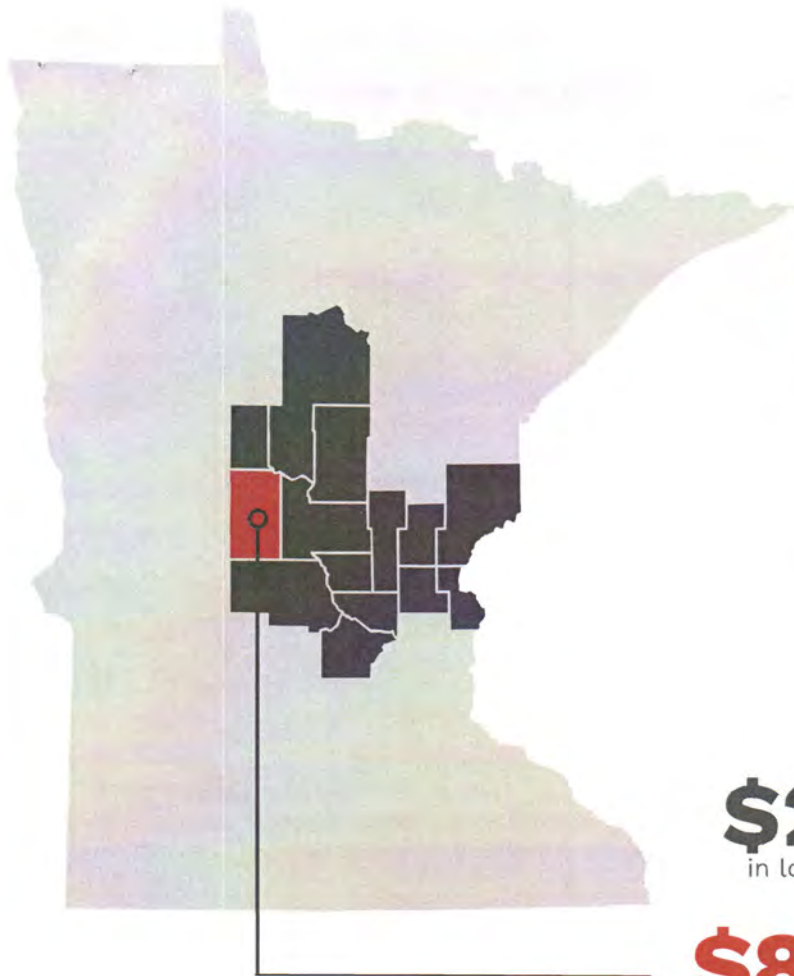
- Granted \$4.5 million to nonprofits across the region through our own fund and partner funds' grantmaking.
- Delivered more than \$3.5 million in low-interest loans to over 40 small businesses and trained more than 330 entrepreneurs, helping dreams become realities.
- Served over 130 organizations with nonprofit development trainings, welcoming city and county officials to strengthen their skills in grant writing and community engagement.
- Preserved 800 childcare slots and 120 early childcare jobs through community support services.
- Awarded \$125,000 in grants to cities and local economic development administrations to support feasibility studies, community engagement projects, and strategic planning.
- For every dollar contributed, we reinvest an average of \$4.62 back into the communities we serve.

We request that you allocate \$7,500 to the Initiative Foundation in your 2026 budget. This directly supports our ability to deliver these high-quality economic development opportunities in Todd County. Please don't hesitate to reach out with any questions or to request a presentation. After your budget is finalized, let us know your decision by returning the enclosed confirmation form. Thank you for considering this opportunity to invest in the future of our region.

Brian Voerding
President

Carl Newbanks
Vice President of Philanthropy

The Initiative Foundation is a 501(c)(3) nonprofit organization. All contributions to the Foundation are tax-deductible to the extent allowed by law. The Foundation owns and manages all financial contributions for the benefit of communities served in the 14-county region of Central Minnesota.



Initiative Foundation at work in
TODD COUNTY

\$2.5 MILLION
in local donations to the Initiative Foundation.

\$8.1 MILLION
returned in grants, loans, and scholarships.

Our Mission:

To empower people throughout Central Minnesota to build a thriving economy, vibrant communities, and a lasting culture of generosity.

Initiative Foundation

405 First Street SE
Little Falls, MN 56345
(877) 632-9255

ifound.org

Return on Investment

For every local dollar contributed, the Initiative Foundation has invested **\$3.21** back into Todd County.

Economic Impact

[1986 to present]

- Delivered 673 grants totaling **\$3.6 million**
- Awarded 149 scholarships totaling **\$92,502**
- Partnered on 76 loans totaling **\$2.6 million**
- Created or retained **958 quality jobs**
- Leveraged in outside capital **\$10.1 million**
- County-based Partner Funds **10**

Equal opportunity employer, lender and provider.

Investment Highlights **TODD COUNTY**

Grants Thriving Economy, Thriving Communities

Camphill Village, Sauk Centre	Succession Planning
Region Five Development Commission, Staples	EV Charging
Hilltop Regional Kitchen, Eagle Bend	Organizational Support
Viva Tobacco and More, Long Prairie*	Relief Grant

* Indicates Minnesota Main Street Economic Revitalization Program grant administered by the Initiative Foundation.

Business Financing Local Ownership, Quality Jobs

Rizzy's on the Lake, Osakis	Service
Schultz Family Lumber, Bertha	Service

Charitable Funds Activating Generosity

Staples-Motley Area Community Foundation | Big Birch Lake Endowment Fund | Julius & Tracy Kurpius Fund | James and Susan J Kurpius Family Fund | Paula and Chad Becker Fund | Sourcewell Region 5 COVID-19 Relief Fund | Staples Knights of Columbus Council #1803-Lloyd & Marion Giddings Scholarship Fund | Childcare & Early Childhood Education Fund | Teresa's Stash Legacy Fund Greater | Todd County Disaster Recovery Fund

Nonprofit Assistance Helping Organizations Thrive

Camphill Village, Sauk Centre	Grant Writing Training
SPARKS Mentoring of Staples-Motley	Fundraising Summit
Todd County Health & Human Services	Grant Writing Training

Community Action The Power of Partnership

→ Long Prairie newcomers now have an added layer of help in their native language at the WAVE/Saludos Center. The mostly volunteer staff identified translation services as a need when helping newcomers, primarily Latinos, with everything from finding childcare to navigating vehicle licensing. An Initiative Foundation grant supports interpreting and translation services for clients navigating a new place and culture.

→ Food pantries throughout Central Minnesota help meet the needs of food-insecure families. But some families may still have empty cupboards. With help from an Initiative Foundation grant, the local United Way is working to shore up additional needs with a backpack program to provide weekend food options for students at Long Prairie-Grey Eagle schools. With community support, the program provides about 200 students in need with kid-friendly food bags for the weekends.

→ Rural entrepreneurs have an uphill climb when it comes to building a business. Add a language barrier and reaching your business dreams can be even more difficult. To make the path smoother, the Initiative Foundation in 2023 brought its Enterprise Academy program to Long Prairie. Through weekly classes, delivered in Spanish, students advanced their business ideas under the guidance of culturally adept trainers and educators. A new cohort launched this spring in Long Prairie.



PROJECTS FUNDED IN TODD COUNTY

2022-2024

GRANT AWARDS	Project Title	Funding Source	Amount
Staples Motley School District	The Cardinal Way Program	Staples-Motley Area Community Foundation	\$2,000
Staples Historical Society	Polar Xpress - Children's Christmas Festival	Staples-Motley Area Community Foundation	\$3,000
Staples-Motley School District	Reality Store	Staples-Motley Area Community Foundation	\$1,250
Camp Shamineau of the Evangelical Free Church	Camp Sponsorship Artesian	Artesian Homes Charitable	\$40,000
Staples Area Men's Chorus	Little Red Caboose Variety Show	Staples-Motley Area Community Foundation	\$1,000
Camphill Village MN	Camphill Village Succession Planning Project	Innovation Fund	\$7,500
Region Five Development Commission	EV Charging Stations	Innovation Fund	\$20,000
Hilltop Regional Kitchen	Organizational Support	Nonprofit Development	\$10,000
City of Staples	Park Playground Improvement	Staples-Motley Area Community Foundation	\$1,316
Browerville Public Schools	Tools for Schools	Central Minnesota Builders Association Tools for Schools President's Fund	\$1,500
Region Five Development Commission	Workforce Development: Career Pathway Mapping Minnesota Department of	Economic Development	\$5,000
Gentle Deer Properties	Employment and Economic Development PROMISE Act Grant Minnesota Department of	Economic Development	\$10,000
Prairie Fire, LLC	Employment and Economic Development PROMISE Act Grant Minnesota Department of	Economic Development	\$25,000
Viva Tobacco & More, LLC	Employment and Economic Development PROMISE Act Grant	Economic Development	\$50,000
Staples Motley Beyond Poverty	Community Clean-up Support Project	Staples-Motley Area Community Foundation	\$1,000
Motley Community Events Organization	June Fest 2024	Staples-Motley Area Community Foundation	\$3,000
CentraCare Long Prairie	CentraCare Long Prairie Vitality Wellness	Innovation Fund	\$5,000
United Way of Douglas and Pope County	Backpack Attack Program	Innovation Fund	\$7,500
Staples & Motley Dollars for Scholars	Scholarship	Staples Knights of Columbus Council #1803Lloyd & Marion Giddings Scholarship Fund	\$2,900
Sacred Heart Area School	2024 Operating Support	Sacred Heart Area School Endowment Fund	\$2,300
Staples & Motley Dollars for Scholars	Scholarship	James Kurpius Family Fund	\$3,900
Christ the King Catholic Church	Church and School Operations	Paula & Chad Becker Fund	\$10,000
Sourcewell	2024 Students of Character Sponsorship	Innovation Fund	\$1,000
Camp Shamineau of the Evangelical Free Church	Camp Sponsorship Artesian	Artesian Homes Charitable	\$11,000
Lamplighter Community Theatre	Lamplighter Community Theatre Lionel Bart's Oliver Production	Staples-Motley Area Community Foundation	\$2,647
Staples Historical Society	Polar Xpress Kids Holiday Extravaganza	Staples-Motley Area Community Foundation	\$4,000
Camp Shamineau of the Evangelical Free Church	Camp Sponsorship Artesian	Artesian Homes Charitable	\$11,000
Browerville Area Food Shelf	Support	Sourcewell Region 5 Food Security Fund	\$5,000
Edita's Restaurant	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$12,750

PROJECTS FUNDED IN TODD COUNTY

2022-2024

Long Prairie Emergency Food Pantry	Long Prairie Emergency Food Pantry	Sourcewell Region 5 Food Security Fund	\$10,000
Staples Area Food Shelf	Support	Sourcewell Region 5 Food Security Fund	\$2,000
Browerville Public Schools	Tools for Schools 2023-24	Central Minnesota Builders Association Tools for Schools President's Fund	\$1,500
Hidalgo Investment Company	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$49,200
Chavez Mexican Restaurant Inc.	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$12,413
ShaynCo, Inc.	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$1,717
ARC Electrical Service	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$12,900
Kelly Hedin (dba Todd County Realty	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$1,680
Sellnow Law Office, P.A.	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$3,125
Long Prairie Lumber	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$14,924
Long Prairie Plumbing and Heating, Inc.	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$1,500
LPDQ, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$12,598
Hoffman Law, PLLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$15,510
Hats of Coffee	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$4,500
Viva Tobacco & More	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$100,000
Reichert Place of Long Prairie Limited Partnership	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$8,085
Auto Value	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$6,100
Staples Motley School District	REACH - Building a Leadership Community in the Classroom	Staples-Motley Area Community Foundation	\$1,500
Staples Area Men's Chorus	Little Red Caboose 2023	Staples-Motley Area Community Foundation	\$1,200
Motley Community Events Organization	Motley June Fest 2023	Staples-Motley Area Community Foundation	\$4,900
LEAP, Inc.	Staples Motley GradBlast	Staples-Motley Area Community Foundation	\$4,150
Staples Motley School District	Staples-Motley High School Reality Store	Staples-Motley Area Community Foundation	\$1,250
Chavez Event Center, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$17,359
Lakewood Health System Foundation	Night of Giving - Venue Sponsor 2023	Staples-Motley Area Community Foundation	\$1,000
Jenny's Child Care & Preschool, LLC.	Learning Recovery for Vulnerable Children	Central Minnesota Emergency Relief & Recovery Fund	\$5,000
Community Growth Fund, Inc.	WAVE/Saludos - Welcome Center Phase Two	Innovation Fund	\$5,000
Sourcewell	2023 Students of Character Sponsorship	Staples-Motley Area Community Foundation	\$1,000
Sourcewell	2023 Students of Character Sponsorship	Innovation Fund	\$1,000
Staples & Motley Dollars for Scholars	Scholarship	Staples Knights of Columbus Council #1803Lloyd & Marion Giddings Scholarship Fund	\$2,900
Sacred Heart Area School	Scholarship	Sacred Heart Area School Endowment Fund	\$1,900
Staples & Motley Dollars for Scholars	Scholarship	James Kurpius Family Fund	\$3,800
Christ the King Catholic Church	Church and School Operations	Paula & Chad Becker Fund	\$10,000
Browerville Public Schools	Agriculture Education and Athletic Operations - Browerville High School	Paula & Chad Becker Fund	\$3,000

PROJECTS FUNDED IN TODD COUNTY

2022-2024

LPDQ, LLC (dba Long Prairie Dairy Queen)	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$7,724
Fairy Lily Long Lake Association	Fairy Lily Long Lake Association Conservation and Environment	Black Oak Getty Community Foundation	\$1,000
ANVIL Foundation, Inc.	3rd Annual ANVIL Foundation Youth Trapshooting Tournament	Black Oak Getty Community Foundation	\$500
Todd County Development Corporation	Planning and Capacity Building	Nonprofit Development	\$5,000
Staples Motley School District	Purchase Tumble Floor	Staples-Motley Area Community Foundation	\$700
Staples Historical Society	2nd Annual Children's Christmas Festival	Staples-Motley Area Community Foundation	\$2,000
Hands of Hope Resource Center	Capacity Building in Online Outreach and Outreach to Spanish-speaking Communities	Nonprofit Development	\$5,000
Bargain Barn, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$15,582
Nostalgic Long Prairie Drive In Theater, LLC	Long Drive In Revitalization	Central Minnesota Emergency Relief & Recovery Fund	\$18,705
Enterprise CP	Roof Repair	Central Minnesota Emergency Relief & Recovery Fund	\$60,615
Planting Roots, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$1,425
Douglas L Schmidt & Associates, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$5,541
Douglas L Schmidt & Associates, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$1,042
Lennes LP, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$50,196
Long Prairie Plumbing and Heating, Inc.	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$8,760
Mi Pueblito	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$7,500
Mi Pueblito	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$24,000
Todd County Realty	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$12,350
Wild Men Properties, LLC	Minnesota Main Street Economic Revitalization Program	Central Minnesota Emergency Relief & Recovery Fund	\$4,050
Novedades Bronco	Otto Bremer Trust Microenterprise Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Agua Gorda Cooperativa	Otto Bremer Trust Microenterprise Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Staples Area Men's Chorus	Variety Show Donation	Staples-Motley Area Community Foundation	\$1,500
Staples Area Men's Chorus	Railroad Days Project	Staples-Motley Area Community Foundation	\$1,500
Camp Shamineau of the Evangelical Free Church	Camp Sponsorship Artesian	Artesian Homes Charitable Fund	\$10,000
Pregnancy and Life Resource Center	Hispanic Interpreting	Innovation Fund	\$2,000
Eagle Valley Custom Meat Processing	Eagle Bend Tornado Relief	Thriving Communities Initiative	\$800
Eagle Bend Farm & Lumber Supply, Inc.	Eagle Bend Tornado Relief	Thriving Communities Initiative	\$4,600
Shirley's Gas & Grocery, Inc.	Eagle Bend Tornado Relief	Thriving Communities Initiative	\$4,600
Benning Printing & Publishing	Otto Bremer Trust Microenterprise Grant	Central Minnesota Emergency Relief & Recovery Fund	\$5,000
Tranportes Estrada	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Browerville Public Schools	2022 Tools for Schools	Central Minnesota Builders Association Tools for Schools President's Fund	\$1,750
Long Prairie Leader	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Iron Paradise, Inc.	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$5,000

PROJECTS FUNDED IN TODD COUNTY

2022-2024

TJ's on Diamond Point	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Chavez Market, LLC	Otto Bremer Trust Microenterprise Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Region Five Development Commission	Cultivating Communities Sponsorship	Innovation Fund	\$5,000
Hands of Hope Resource Center	Bilingual Advocacy Services	Central Minnesota Emergency Relief & Recovery Fund	\$75,000
Staples Motley School District	Cardinal REACH Program	Staples-Motley Area Community Foundation	\$2,000
Staples Motley School District	Staples Motley Middle and High School Special Education Field Trip	Staples-Motley Area Community Foundation	\$600
Staples Historical Society	Children's Christmas Festival	Staples-Motley Area Community Foundation	\$3,000
Eagle Bend Area Development Corporation	Hilltop Senior Campus	Innovation Fund	\$5,000
City of Bertha	Todd County Broadband Coalition	Economic Development	\$10,000
Staples & Motley Dollars for Scholars	2022 Scholarships	James & Susan Kurpius Fund for the Staples-Motley Dollars for Scholars (Staples)	\$3,500
Up North Subway Inc.	Up North Subway, Inc.	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Winters Farms	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Sourcewell	Students of Character Sponsorship	Innovation Fund	\$1,000
Lakewood Health System Foundation	Night of Giving - Venue Sponsor	Staples-Motley Area Community Foundation	\$1,000
City of Staples	City of Staples - Playground Project	Staples-Motley Area Community Foundation	\$3,757
City of Staples	Dower Lake Project	Staples-Motley Area Community Foundation	\$7,621
Sourcewell	Students of Character - Event Sponsorship (Platinum)	Staples-Motley Area Community Foundation	\$1,000
DT Lisson, Inc.	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$15,000
Patricia Betsinger	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
Sacred Heart Area School	Scholarship	Sacred Heart Area School Endowment Fund	\$1,300
Staples & Motley Dollars for Scholars	Scholarship	Staples Knights of Columbus Council #1803Lloyd & Marion Giddings Scholarship Fund	\$2,900
Christ the King Catholic Church	Operating Support	Paula & Chad Becker Fund	\$12,000
Browerville Public Schools	Browerville High School Athletics	Paula & Chad Becker Fund	\$2,000
Timmerman Properties, LLC	Small Business Relief Grant	Central Minnesota Emergency Relief & Recovery Fund	\$10,000
BUSINESS FINANCE INVESTMENTS		Business	
Rizzy's on the Lake, LLC, Osakis		Resturant	
Schultz Family Lumber, Inc., Bertha		Service	
Valley View of Long Prairie, Inc.		Service	
Viva Tobacco & More, LLC, Long Prairie		Retail	



2026 Budget Confirmation

Please use the form below to indicate your decision to support the Initiative Foundation in 2026. Thank you! Together, we can continue to serve this great region we call home!

Initiative Foundation
405 First St. SE, Little Falls, MN 56345
Or Email it to: bgugglberger@ifound.org

Or AGAIN THIS YEAR - online submission at ifound.org/city-and-county.

☐ **Yes**, the Board of Commissioners of _____ County has approved funding to the Initiative Foundation in 2026 in the amount of \$ _____.

Would you like the Initiative Foundation to send you a payment reminder/invoice?

☐ Yes, please send payment reminder/invoice to us in _____ / _____.
Month / Year

☐ Not necessary, we'll send payment to IF without a payment reminder/invoice.

☐ Payment attached.

☐ **No**, the Board of Commissioners has decided against funding the work of the Initiative Foundation in 2026.

Name of Contact Person _____
Printed Name Title

Signature Date

Email Address Phone #

If the County Board would like to schedule a presentation by the Foundation, request more information, or discuss local projects, please call Carl Newbanks at 320-631-2042 or email cnewbanks@ifound.org.

Thank you again for considering this request! We appreciate your partnership.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-12
Agenda Topic Title for Publication:		Eliminate Job Descriptions for Assistant County Attorney 1 & 3 Position
Date of Meeting: July 15, 2025	Agenda Time Requested: 5 min.	☐ Consent Agenda
Organization / Department Requesting Action: Todd County Attorney		
Person Presenting Topic at Meeting: John E. Lindemann, County Attorney		
Background: Supporting Documentation enclosed ☐		
Options:		
1. Approve to eliminate Assistant County Attorney 1 & 3 Job Descriptions.		
2. Don't approve to eliminate Assistant County Attorney 1 & 3 Job Descriptions.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To eliminate Assistant County Attorney 1 & 3 Job Descriptions.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-13
Agenda Topic Title for Publication:		Hire FT Assistant County Attorney Christopher Mathews
Date of Meeting: July 15, 2025	Agenda Time Requested: 5 min.	☐ Consent Agenda
Organization / Department Requesting Action: Todd County Attorney		
Person Presenting Topic at Meeting: John E. Lindemann, County Attorney		
Background: Supporting Documentation enclosed ☐		
Hire Christopher Mathews as FT Assistant Todd County Attorney. An interview process was completed. Christopher Mathews was selected as the best candidate. Starting pay will be Grade N Step E.		
Options:		
1. Approve hire of Christopher Mathews as Assistant Todd County Attorney.		
2. Don't approve hire of Christopher Mathews.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To hire Christopher Mathews, FT Assistant Todd County Attorney. Approximate start date of August 11, 2025.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-14
Agenda Topic Title for Publication:	Historic Trim Project	
Date of Meeting: July 15 th 2025	Agenda Time Requested: 5 mins	☐ Consent Agenda
Organization / Department Requesting Action: Facilities		
Person Presenting Topic at Meeting: Facilities Manager Mitch Johnson		
Background: Supporting Documentation enclosed ☐		
After going through the process of approval for the historic trim with SHIPO. Bids were submitted for the project with the low bid from HYTEC construction for a total cost of \$364,000. See attachments		
Options:		
1) Approve the low bid of the Historic trim project from HYTEC construction for a total cost of \$364,000		
2) Do Not approve request		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the low bid of the Historic trim project from HYTEC construction for a total cost of \$364,000		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 364,000 Funding Source(s): Building Improvement fund 111-6601	☒ Yes ☐ No	This project needed to be review from SHIPO due to the Historic register. Current Cash Balance of Bldg Imp Fund: \$ 1,994,996.88
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☒ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

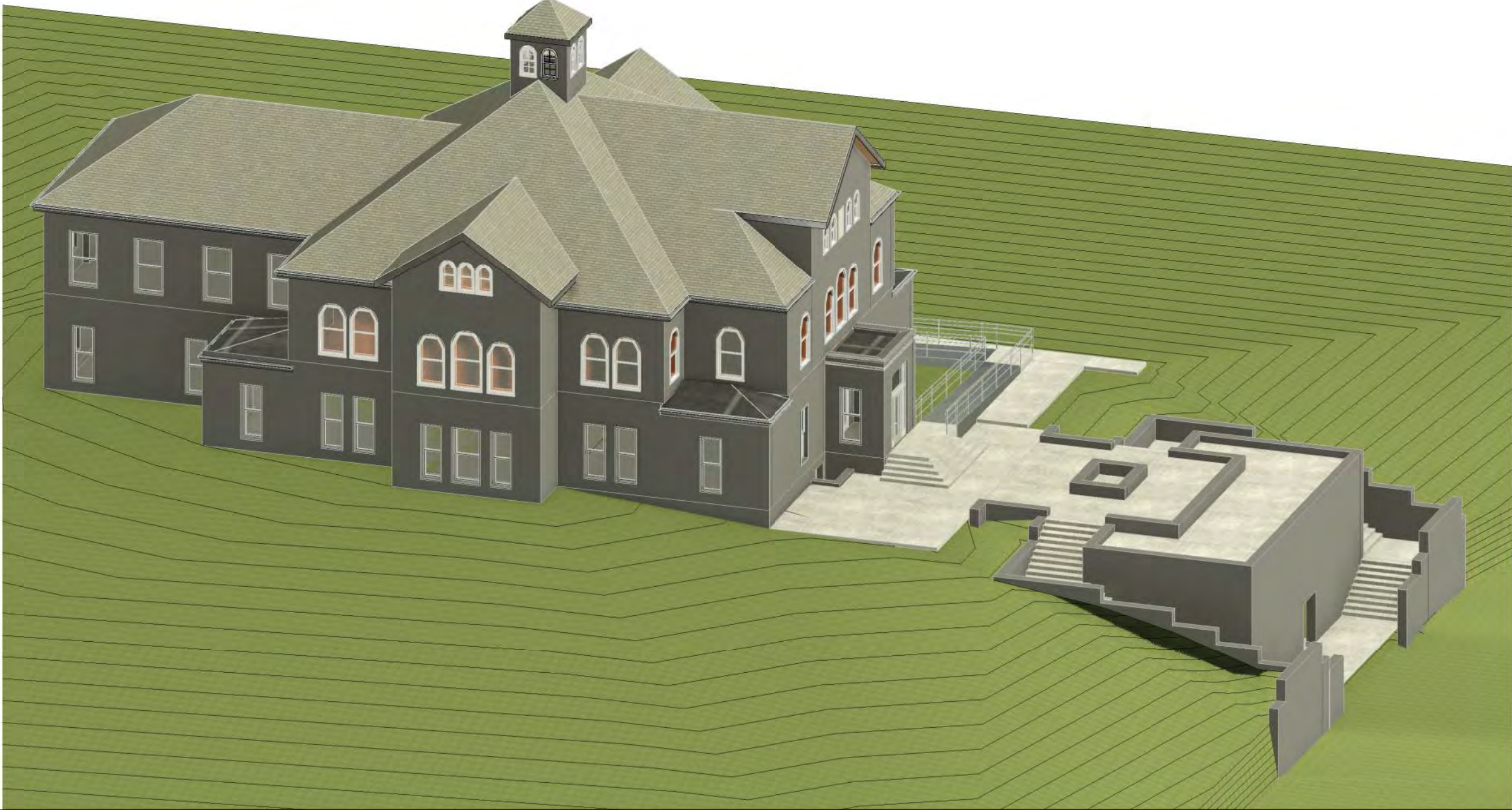
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated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

Seal

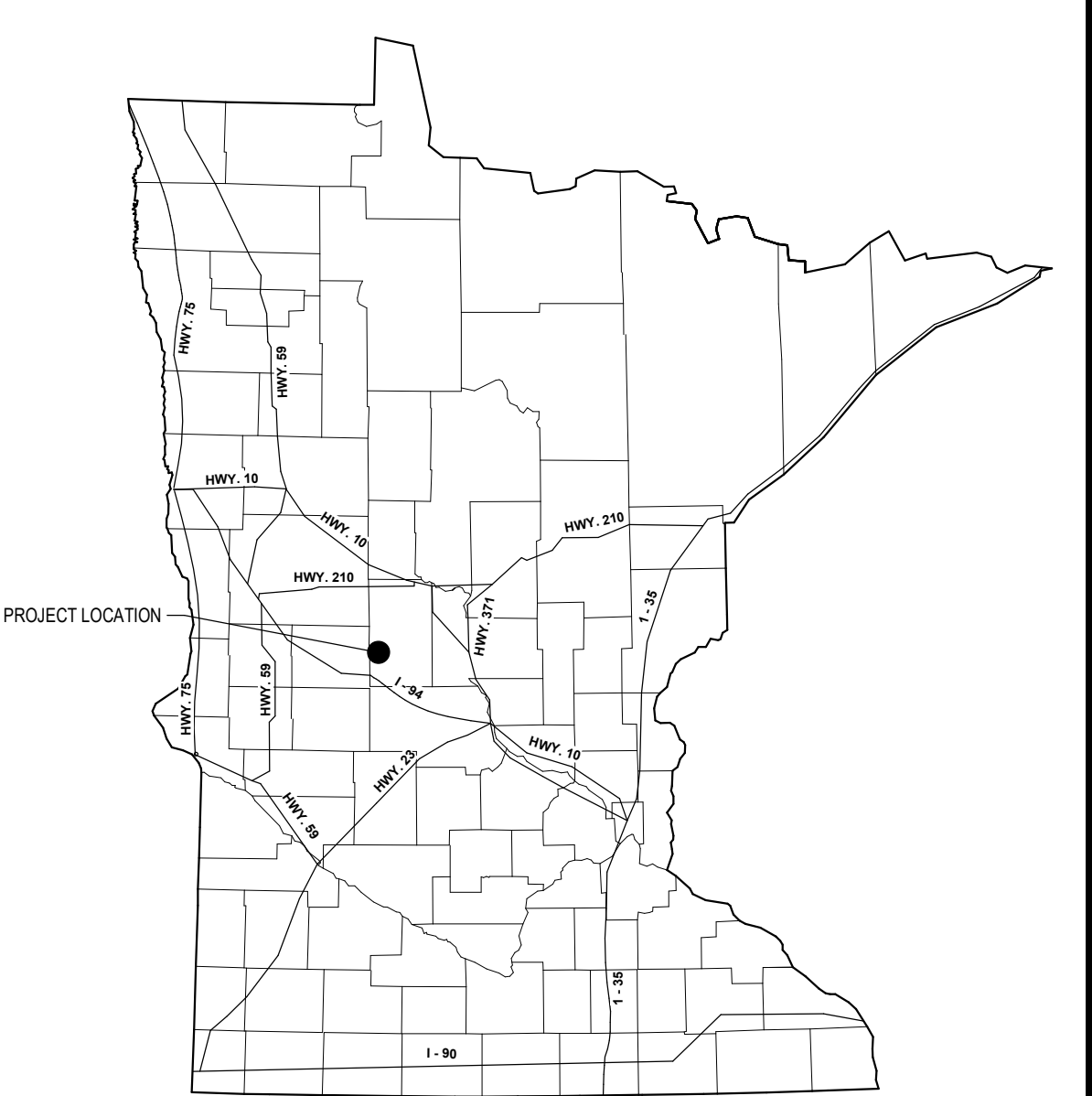
HISTORIC COURTHOUSE EXTERIOR REPAIRS

TODD COUNTY

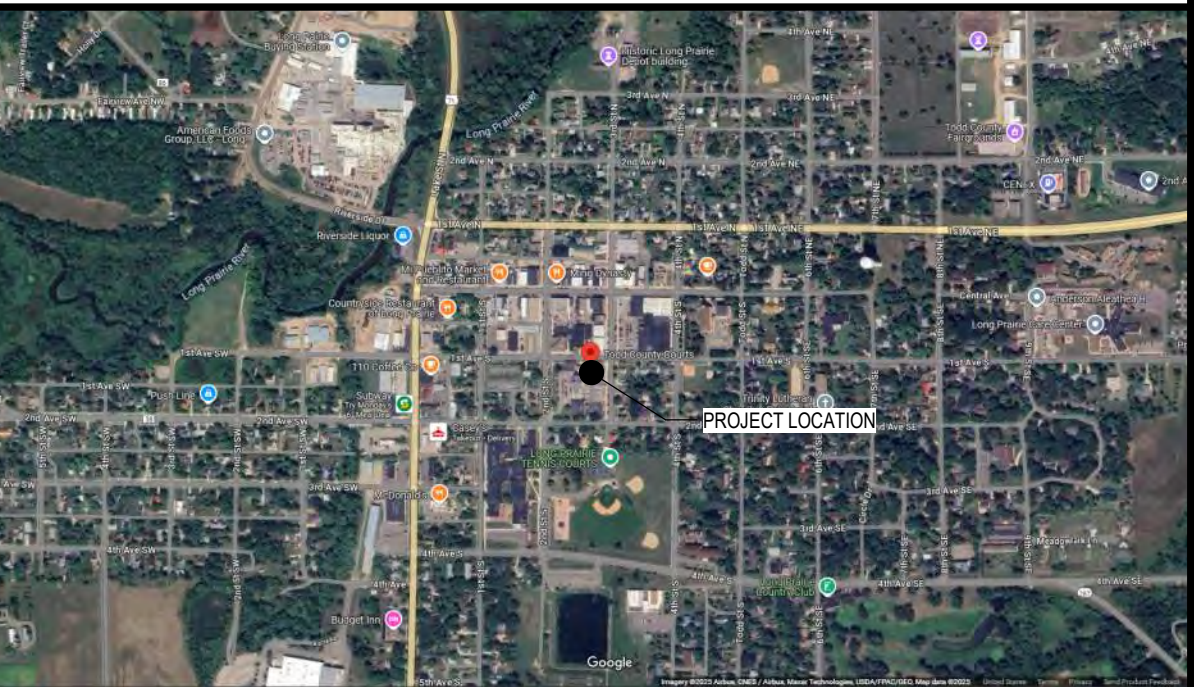
221 1ST AVE S, LONG PRAIRIE, MN 56347



SHEET INDEX	
SHEET #	SHEET NAME
GENERAL	
A1.10	TITLE SHEET
ARCHITECTURAL DEMOLITION	
AD4.10	EXTERIOR DEMOLITION ELEVATIONS
AD4.20	EXTERIOR DEMOLITION ELEVATIONS
ARCHITECTURAL	
A3.10	PROPOSED ROOF PLAN
A4.10	PROPOSED EXTERIOR ELEVATIONS
A4.20	PROPOSED EXTERIOR ELEVATIONS
A6.10	ENLARGED CUPOLA ELEVATION
A6.20	ENLARGED FRIEZE BOARD
A6.30	ENLARGED GABLE ELEVATION
# OF SHEETS: 9	



STATE MAP



VICINITY MAP

DESIGN TEAM:

ARCHITECTURAL: Widseth Smith Nolting & Assoc.
610 Fillmore St.
Alexandria, MN 56308
Office Phone: (202) 762-8149
Contact: Mike Angland
Phone: (218) 316-3608

PROJECT NAME: HISTORIC COURTHOUSE EXTERIOR REPAIRS
PROJECT ADDRESS: 221 1ST AVE S, LONG PRAIRIE, MN 56347
PROJECT #: 2024-11922



REVISIONS		
#	DESCRIPTION	DATE
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA		
MICHAEL J. ANGLAND		DATE: 2025-05-08
2025-05-08		SHEET NO. G1.10
LIC#: 45375		

ABBREVIATIONS

AT	ABOVE FINISHED FLOOR	EOP	EQUIPMENT	MFR	MANUFACTURER	SND	SANITARY NAPKIN DISPENSER
APF	ACCESS PANEL	EXP	EXPANSION	MAS	MASONRY	SNR	SANITARY NAPKIN RECEPTOR
AP	ACOUSTIC CEILING TILE	EB	EXPANSION BOLT	MO	MASONRY OPENING	SCH	SCHEDULE
ACT	AIR CONDITIONING	EJ	EXPANSION JOINT	MTL	MATERIAL (S)	SEC	SECTION
AB	ANCHOR BOLT	EXT	EXTERIOR	MAX	MAXIMUM	SHT	SHEET
ALT	ALTERNATE	MECH	MEDICINE CABINET	MECH	MECHANICAL	SHTH	SHEATHING
AL	ALUMINUM	MC	MEDIUM	SM	SIMILAR	SC	SOLID CORE
ANGLE	ANGLE	MBR	MEMBER	SABI	SOUND ATTENUATING BATT INSULATION	SP	SOUNDPROOF
APX	APPROXIMATE	MET	METAL	S	SOUTH	SPK	SPEAKER
ARCH	ARCHITECT (URAL)	FIN	FINISH	M=L	MICROLAM	SPEC	SPECIFICATION (S)
BSMT	BASMENT	FFE	FINISHED FLOOR ELEVATION	MIN	MINIMUM	SQ	SQUARE
BM	BEAM or BENCHMARK	FRBK	FIRE BRICK	MIR	MIRROR	SS	STAINLESS STEEL
BRG	BEARING	FE	FIRE EXTINGUISHER	MISC	MISCELLANEOUS	STD	STANDARD
BPL	BEARING PLATE	FEC	FIRE EXTINGUISHER CABINET	MLD	MOLDING	ST	STEEL
BIT	BITUMINOUS	FP	FIRE PROOF	MRCT	MOISTURE RESISTANT CEILING TILE	SJ	STEEL JOIST
BLK	BLOCK	FLG	FLASHING	MT	MOUNT (ED), (ING)	STO	STORAGE
BLKG	BLOCKING	FLR	FLOOR (ING)	MULL	MULLION	STR	STRUCTURAL
BRK	BRICK	FD	FLOOR DRAIN	NOM	NOMINAL	SUS	SUSPENDED
BLDG	BUILDING	FT	FOOT	N	NORTH	SYM	SYMMETRICAL
CAB	CABINET	FTG	FOOTING	NTS	NOT IN CONTRACT	TKBD	TACK BOARD
CPT	CARPET (ED)	FND	FOUNDATION	NO	NOT TO SCALE	TKS	TACK STRIP
CSMT	CASEMENT	FRA	FRESH AIR	OC	ON CENTER	TEL	TELEPHONE
CI	CAST IRON	FBO	FURNISHED BY OTHERS	OPP	OPPOSITE	TZ	TERRAZZO
CB	CATCH BASIN	FUR	FURRED(ING)	OBS	ORIENTED STRAND BOARD	THK	THICK (NESS)
CLG	CEILING	FUT	FUTURE	OA	OVERALL DIAMETER	THR	THRESHOLD
C	CENTERLINE	GAL	GALVANIZED	OH	OVERHEAD	TPTN	TOILET PARTITION
CHBD	CHALKBOARD	GI	GALVANIZED IRON	PN	PANIC BAR	TPD	TOILET PAPER DISPENSER
CO	CLEANOUT	GA	GAUGE	PTD	PAPER TOWEL DISPENSER	T&G	TONGUE AND GROOVE
CLR	CLEAR	GC	GENERAL CONTRACTOR	PR	PAPER TOWEL RECEPTOR	TGB	TOP OF BLOCK
CL	CLOSET	GL	GLASS	PANL	PANEL	TOD	TOP OF DECK
COL	COLUMN	GB	GRAB BAR	PB	PANIC BAR	TOS	TOP OF STEEL
CONC	CONCRETE	GD	GRADE(ING)	PTD	PAPER TOWEL DISPENSER	T	TREAD
CMU	CONCRETE MASONRY UNIT	GYP BD	GYP SUM BOARD	PAR	PAPER TOWEL RECEPTOR	TYP	TYPICAL
CONST	CONSTRUCTION	HDW	HARDWARE	PAR	PAPER TOWEL RECEPTOR	UG	UNDERGROUND
CONT	CONTINUOUS	HDR	HEADER	PTD	PAPER TOWEL DISPENSER	UNF	UNFINISHED
CONTR	CONTRACTOR	HTG	HEATING	PAR	PAPER TOWEL RECEPTOR	UNO	UNLESS NOTED OTHERWISE
CJT	CONTROL JOINT	HVAC	HEATING/VENTILATION/AIR CONDITIONING	PERI	PERIMETER	UR	URINAL
DL	DEAD LOAD	HT	HEIGHT	PBD	PARTICLE BOARD	VB	VAPOR BARRIER
DEPT	DEGREE(S)	HC	HOLLOW CORE	PTN	PARTITION	VNR	VENEER
DTL	DEPARTMENT	HM	HOLLOW METAL	PVN	PAVEMENT	VERT	VERTICAL
DIAM	DIAMETER	HOR	HORIZONTAL	PERF	PERFORATE (ED)	VEST	VESTIBULE
DM	DIMENSION	HB	HOSE BIBB	PLAS	PLASTER	VIN	VINYL
DSP	DISPENSER	HWH	HOT WATER HEATER	PLAM	PLASTIC LAMINATE	VCT	VINYL COMPOSITE TILE
DR	DOOR	HR	HOUR	PL OR P	PLATE	WH	WALL HUNG
DH	DOUBLE HUNG	ID	INSIDE DIAMETER	PLBG	PLUMBING	WC	WATER CLOSET
DN	DOWN	INS	INSULATE (D),(ION),(ING)	PLUS OR MINUS	PLUS OR MINUS	WP	WATERPROOFING
DN	DOWNSPOUT	INT	INTERIOR	PW	PLYWOOD	W	WELDED WIRE FABRIC
DWG	DRAWING	JT	JOINT	PNT	PAINT	WV	WEST OR WIDTH, WIDE
DF	DRINKING FOUNTAIN	J	JOIST	PR	PAIR	WDV	WINDOW
E	EAST	LB	LAG BOLT	PNL	PANEL	WG	WIRE MESH
EA	EACH	LAM	LAMINATE (ED)	PB	PANIC BAR	W	WITH
EF	EACH FACE	LAV	LAVATORY	PTD	PAPER TOWEL DISPENSER	WO	WITHOUT
EW	EACH WAY	LH	LEFT HAND	PAR	PAPER TOWEL RECEPTOR	WD	WOOD
ELECT	ELECTRICAL (AL)	L	LENGTH	PERI	PERIMETER	WI	WROUGHT IRON
EW	ELECTRIC WATER COOLER	LT	LIGHT	PLAS	PLASTER		
EL	ELEVATION	LL	LIVE LOAD	PLAM	PLASTIC LAMINATE		
ELEV	ELEVATOR	LLH	LONG LEG HORIZONTAL	PL OR P	PLATE		
EQ	EQUAL	LVR	LONG LEG VERTICAL	PLBG	PLUMBING		
				PLUS OR MINUS	PLUS OR MINUS		
				PW	PLYWOOD		
				PT	POINT		
				LBS	POUNDS		
				PSI	POUNDS PER SQUARE INCH		
				PC	PREFINISHED		
				PFN	PREFINISHED		
				QT	QUARRY TILE		
				RAD	RADIUS		
				REFR	REFRIGERATOR		
				RE	REINFORCE (D), (ING), (MENT)		
				REQ'D	REQUIRED		
				RA	RETURN AIR		
				RVS	REVERSE		
				REV	REVISION		
				RH	RIGHT HAND		
				ROW	RIGHT OF WAY		
				R	RISER		
				RD	ROOF DRAIN		
				RM	ROOM		
				RO	ROUGH OPENING		

TYPICAL MATERIAL HATCH PATTERNS

ACOUSTICAL CEILING TILE	CLAY - CUT	FIRE BRICK - CUT	GYPSUM BOARD	SAND
ACOUSTICAL WALL PANEL	CMU BLOCK - ELEVATION	GLASS - CUT	INSULATION BOARD - CUT	SIDING - ELEVATION
ALUMINUM - CUT	CMU/MASONRY - CUT	GLASS - ELEVATION	RIGID INSULATION - CUT	STONE - CUT
BATT INSULATION	CONCRETE	GLUE-LAMINATE CONSTRUCTION	METAL - CUT	WOOD - CUT
BRICK - CUT	EARTH	GRASS	PLASTIC - CUT	WOOD GRAIN
BRICK - ELEVATION	EXPANSION JOINT	GRAVEL	PLYWOOD - CUT	

TYPICAL SYMBOLS

KEYED PLAN NOTES	
KEYED PLAN NOTES	?
KEYED DEMOLITION NOTES	?
TYP. SYMBOLS	
CENTERLINE SYMBOL	CL
EXIT SYMBOL	EXIT
GLASS SYMBOL	GL
HANDICAPPED SYMBOL	HA
TEMPERED GLASS	(T)
DRINKING FOUNTAIN	DF
FIRE EXTINGUISHER CABINET	FEC
FIRE EXTINGUISHER	FE
TRUE NORTH ARROW	N

STANDARD VIEWS	
BUILDING ELEVATION MARK	VIEW REFERENCES
CURTAIN WALL ELEVATION MARK	CALLOUT HEAD
INTERIOR ELEVATION MARK	SECTION HEAD
GRAPHIC SCALE	GRAPHIC SCALE

STANDARD TAGS	
CASEWORK TAG	BXXXXX ← CASEWORK #
CEILING TAG	CLG ← CEILING TYPE 12'-0" A.F.F. ← CEILING HEIGHT
CURTAIN WALL TAGS	CWW ← CURTAIN WALL #
DOOR TAGS	### ← DOOR #
MATERIAL ID TAG	XXX-# ← MATERIAL ID #
PATH OF TRAVEL TAG	DISTANCE: XX'-XX"
REVISION TAG	1 ← REVISION #
ROOM TAGS EXISTING, NEW	ROOM NAME ### ← ROOM #
WALL TAGS	K/W ← WALL TAG SUBSCRIPT
FIRE RATED WALL TAG AND LINE	1hr ← RATING
WINDOW TAGS	W## ← WINDOW TYPE #



1 WEST DEMOLITION ELEVATION
1/8" = 1'-0"



2 EAST DEMOLITION ELEVATION
1/8" = 1'-0"

GENERAL DEMOLITION PLAN NOTES

- VERIFY EXISTING CONDITIONS AND DIMENSIONS. COORDINATE THE EXTENT OF DEMOLITION WORK AND EXISTING WORK TO REMAIN WITH NEW FLOOR PLAN AND PROJECT SITE PRIOR TO PRICING, FABRICATION, AND INSTALLATION. NOTIFY ARCHITECTS OF ALL CONFLICTS IMMEDIATELY.
- COORDINATE WITH OWNER ALL EQUIPMENT TO BE SALVAGED.
- EXISTING FINISHES TO BE REMOVED SHALL HAVE THE ORIGINAL SUBSTRATE PREPARED TO RECEIVE NEW FINISHES.
- PROVIDE SAFE MEANS OF EGRESS THROUGH AND/OR AROUND THE BUILDING AND/OR SITE AT ALL TIMES.
- AVOID DISRUPTION TO ADJACENT FLOOR/AREAS AS MUCH AS POSSIBLE. KEEP NOISE TO A LEVEL ACCEPTABLE TO THE OWNER BY SCHEDULING EXCESSIVE NOISE TASKS WITH OWNER. ALL SAW CUTTING AND NOISE FABRICATION PRODUCING CONSTRUCTION TO BE SCHEDULED WITH OWNER AS NOT TO INTERFERE WITH DAILY ACTIVITIES. THIS MAY REQUIRE AFTER-HOURS WORK.
- PROVIDE DUST CONTROL BETWEEN CONSTRUCTION AREAS AND OCCUPIED AREAS AT ALL TIMES.
- ALL SHUTDOWNS OF MECHANICAL, SPRINKLER, FIRE ALARM, AND/OR ELECTRICAL SYSTEMS SHALL BE COORDINATED WITH OWNER.
- PROVIDE FIRE EXTINGUISHERS PER CODE AT ALL TIMES THROUGHOUT CONSTRUCTION AREA.

#	BUILDING DEMOLITION NOTES
D#	NOTE
D1	REMOVE WINDOW
D2	REMOVE ALL WOOD TRIM
D3	REMOVE WOOD TRIM. REMOVE, SALVAGE, AND REINSTALL ALL GUTTERS AND DOWNSPOUTS IN AREAS AFFECTED BY TRIM REMOVAL
D4	REMOVE LOUVER

PHASING LEGEND	
	EXISTING
	DEMOLITION
	NEW CONSTRUCTION
	KEYED DEMOLITION NOTE
	KEYED NEW CONSTRUCTION NOTE

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

Michael J. Angland
MICHAEL J. ANGLAND
2025-05-08
LIC# 45375

DATE	REV	REVISION DESCRIPTION	BY

DATE:	2025-05-08
SCALE:	AS NOTED
DRAWN BY:	AAE / CJS
CHECKED BY:	N/A
JOB NUMBER:	2024-11922

HISTORIC COURTHOUSE EXTERIOR REPAIRS
TODD COUNTY
221 1ST AVE S, LONG PRAIRIE, MN 55347
EXTERIOR DEMOLITION ELEVATIONS

SHEET NO.
AD4.10



1 NORTH DEMOLITION ELEVATION
1/8" = 1'-0"



2 SOUTH DEMOLITION ELEVATION
1/8" = 1'-0"

GENERAL DEMOLITION PLAN NOTES

- VERIFY EXISTING CONDITIONS AND DIMENSIONS. COORDINATE THE EXTENT OF DEMOLITION WORK AND EXISTING WORK TO REMAIN WITH NEW FLOOR PLAN AND PROJECT SITE PRIOR TO PRICING, FABRICATION, AND INSTALLATION. NOTIFY ARCHITECTS OF ALL CONFLICTS IMMEDIATELY.
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#	BUILDING DEMOLITION NOTES
D#	NOTE
D1	REMOVE WINDOW
D2	REMOVE ALL WOOD TRIM
D3	REMOVE WOOD TRIM. REMOVE, SALVAGE, AND REINSTALL ALL GUTTERS AND DOWNSPOUTS IN AREAS AFFECTED BY TRIM REMOVAL
D4	REMOVE LOUVER

PHASING LEGEND	
	EXISTING
	DEMOLITION
	NEW CONSTRUCTION
	KEYED DEMOLITION NOTE
	KEYED NEW CONSTRUCTION NOTE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael J. Angland
MICHAEL J. ANGLAND
2025-05-08
LIC# 45375

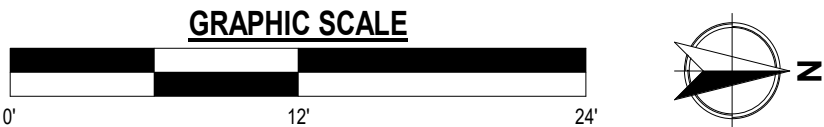
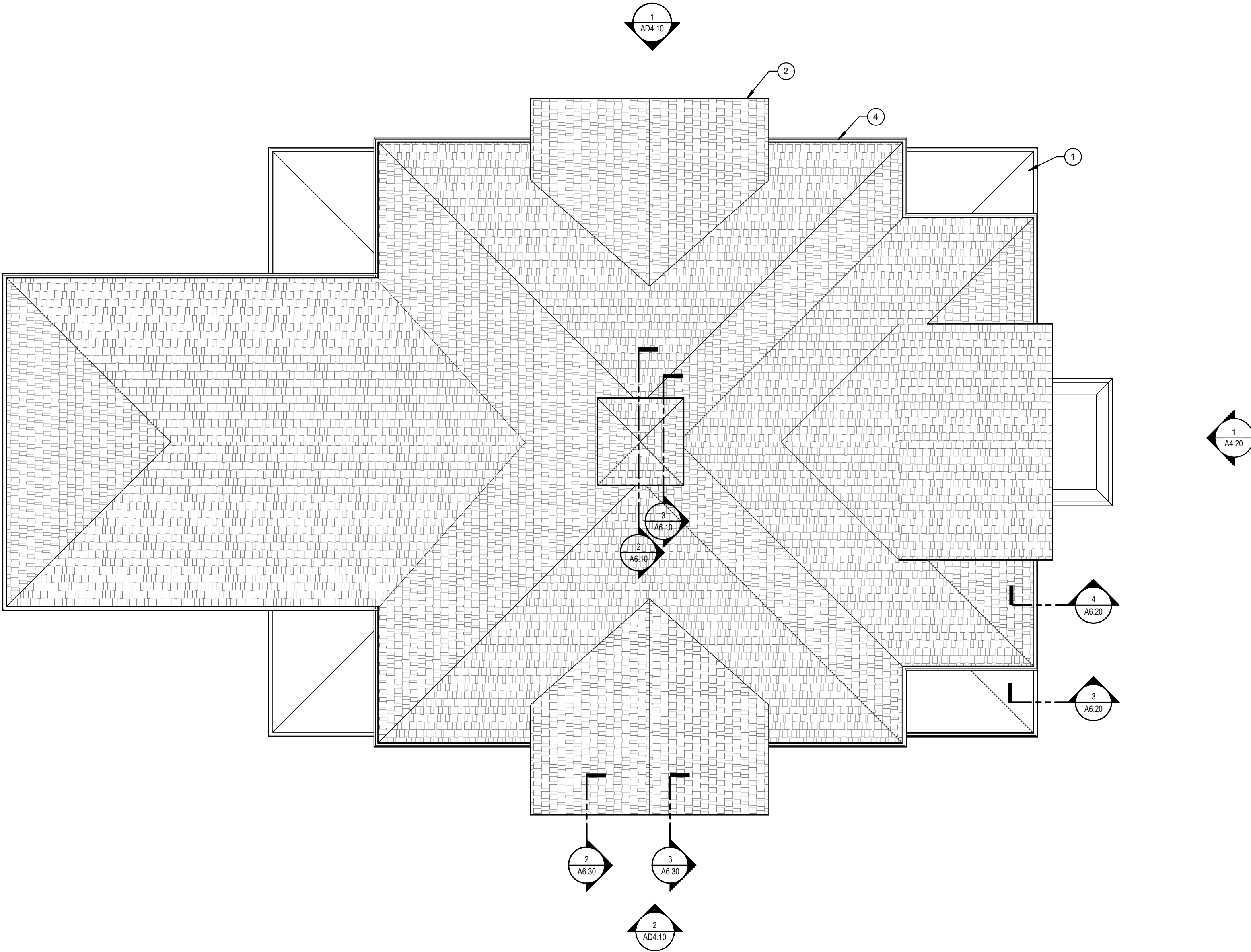
DATE	REV#	REVISION DESCRIPTION	BY

DATE:	2025-05-08
SCALE:	AS NOTED
DRAWN BY:	A/E / C/S
CHECKED BY:	N/A
JOB NUMBER:	2024-11922

HISTORIC COURTHOUSE EXTERIOR REPAIRS TODD COUNTY 221 1ST AVE S, LONG PRAIRIE, MN 56347 EXTERIOR DEMOLITION ELEVATIONS
--

SHEET NO.
AD4.20

1 ROOF PLAN
1/8" = 1'-0"



ROOF PLAN LEGEND	
SLOPE 1/8" : FT	TAPERED ROOF INSULATION - INCHES PER FOOT AS INDICATED
↗ 7 3/4"	APPROXIMATE TOTAL ROOF INSULATION THICKNESS - EXCLUDING CRICKETS (MINIMUM TWO LAYER - STAGGER JOINTS)
EF	EXHAUST FANS, PLUMBING VENTS AND OTHER ROOF PENETRATIONS FOR MECHANICAL EQUIPMENT - (COORDINATE WITH HVAC DRAWINGS)
RD	ROOF DRAIN - (COORDINATE WITH MECHANICAL DRAWINGS)
ORD	SECONDARY ROOF DRAIN - (COORDINATE WITH MECHANICAL DRAWINGS)

#	BUILDING GENERAL NOTES
SYM	BASE MATERIAL
1	ALL EXISTING ROOFING IS TO REMAIN
2	REMOVE ALL WOOD TRIM AND REPLACE WITH COMPOSITE MATERIAL
4	NEW COMPOSITE TRIM W/ SALVAGED GUTTERS AND DOWNSPOUTS REINSTALLED IN SAME LOCATIONS
5	NEW COMPOSITE SIDING
6	NEW WINDOW - W1
7	NEW WINDOW - W2
8	NEW WINDOW - W3

HISTORIC COURTHOUSE EXTERIOR REPAIRS
TODD COUNTY
221 1ST AVE S, LONG PRAIRIE, MN 56347

PROPOSED ROOF PLAN

SHEET NO.

A3.10

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

Michael J. Angland

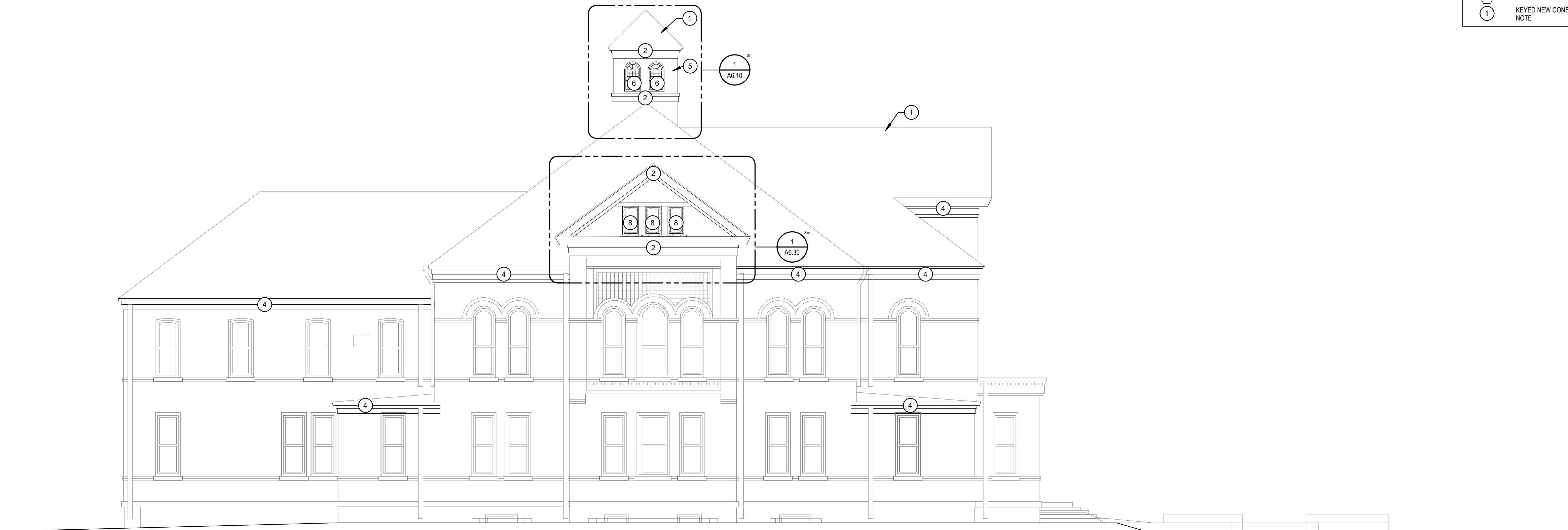
MICHAEL J. ANGLAND
2025-05-08
LIC# 45375

DATE	REV	REVISION DESCRIPTION	BY

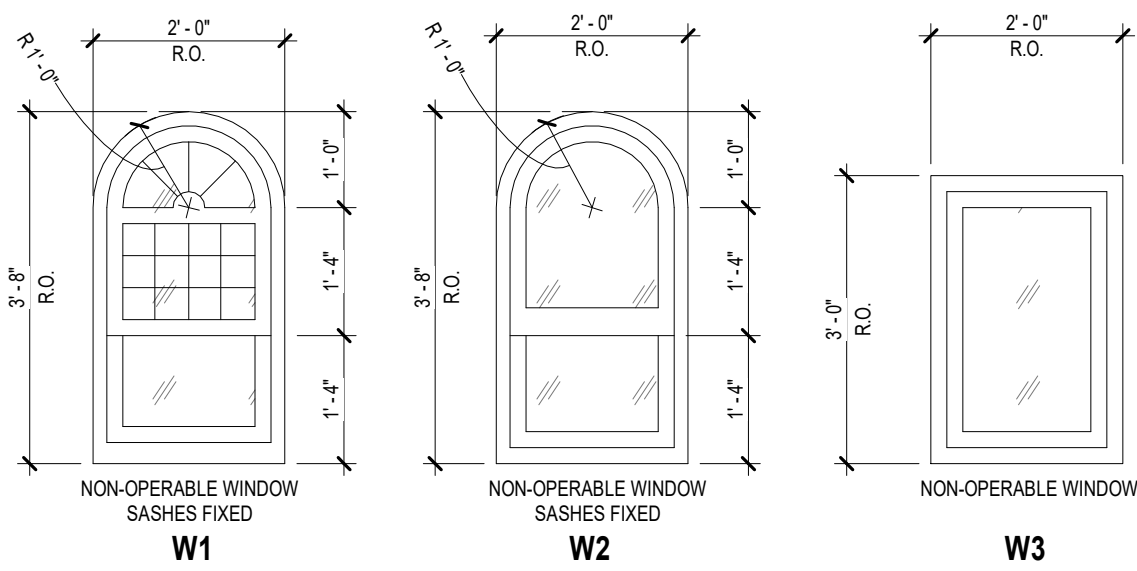
DATE:	2025-05-08
SCALE:	AS NOTED
DRAWN BY:	AAE / CJS
CHECKED BY:	N/A
JOB NUMBER:	2024-11922



1 WEST ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



ALL DIMENSIONS TO BE FIELD VERIFIED

REMOVE DETERIORATED WOOD AND REPAIR WITH A TWO-PART WOOD CONSOLIDATION AND EPOXY REPAIR MATERIAL OR WOOD DUTCHMAN REPAIRS. REMOVE AND REPLACE GLAZING PUTTY, SAND, SCRAPE AND RE-PAINT WOOD. REMOVE AND REPLACE CAULK AROUND THE PERIMETER OF THE WINDOW. REPLACE BROKEN PANE OF GLASS, AND INSTALL DIVIDED LITE WINDOWS FOR UPPER SASH AT CUPOLA.

WINDOW TYPES

#	BUILDING GENERAL NOTES
SYM	BASE MATERIAL
1	ALL EXISTING ROOFING IS TO REMAIN
2	REMOVE ALL WOOD TRIM AND REPLACE WITH COMPOSITE MATERIAL
4	NEW COMPOSITE TRIM W/ SALVAGED GUTTERS AND DOWNSPOUTS REINSTALLED IN SAME LOCATIONS
5	NEW COMPOSITE SIDING
6	NEW WINDOW - W1
7	NEW WINDOW - W2
8	NEW WINDOW - W3

PHASING LEGEND	
	EXISTING
	DEMOLITION
	NEW CONSTRUCTION
	KEYED DEMOLITION NOTE
	KEYED NEW CONSTRUCTION NOTE

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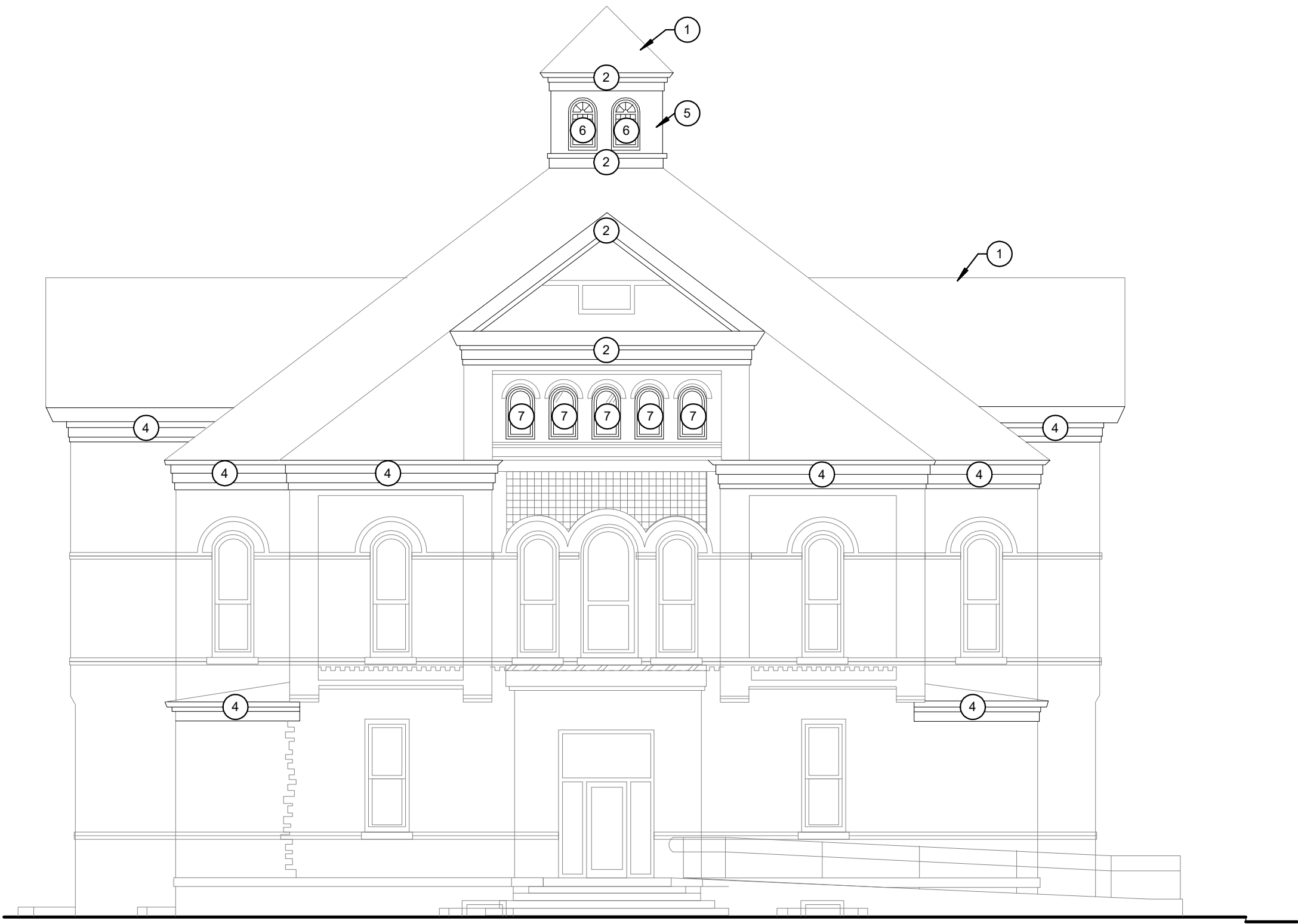
Michael J. Angland
MICHAEL J. ANGLAND
2025-05-08
LC# 45375

DATE	REV	DESCRIPTION

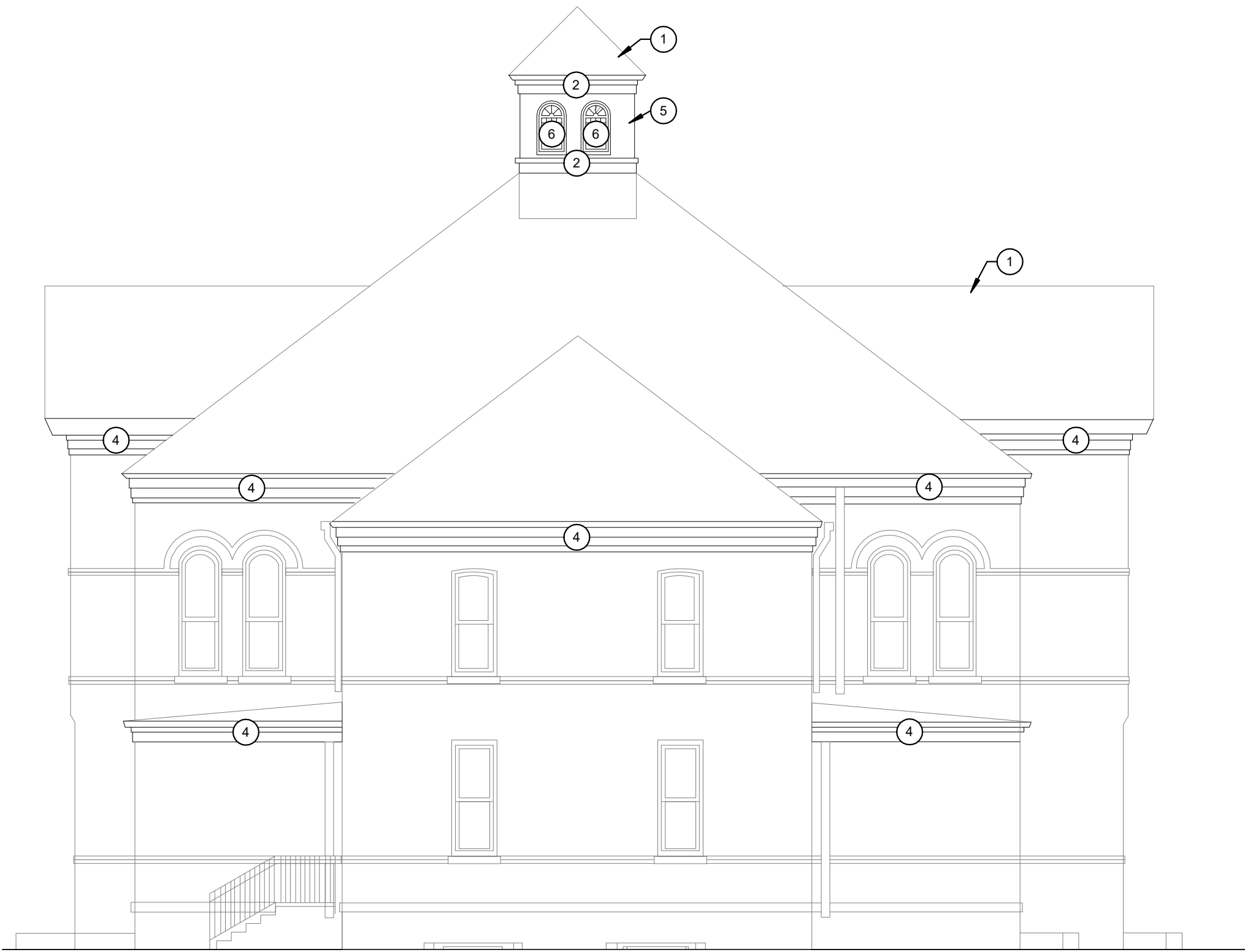
DATE:	2025-05-08
SCALE:	AS NOTED
DRAWN BY:	AJE / CJS
CHECKED BY:	N/A
JOB NUMBER:	2024-11922

HISTORIC COURTHOUSE EXTERIOR REPAIRS
TODD COUNTY
221 1ST AVE S, LONG PRAIRIE, MN 56347
PROPOSED EXTERIOR ELEVATIONS

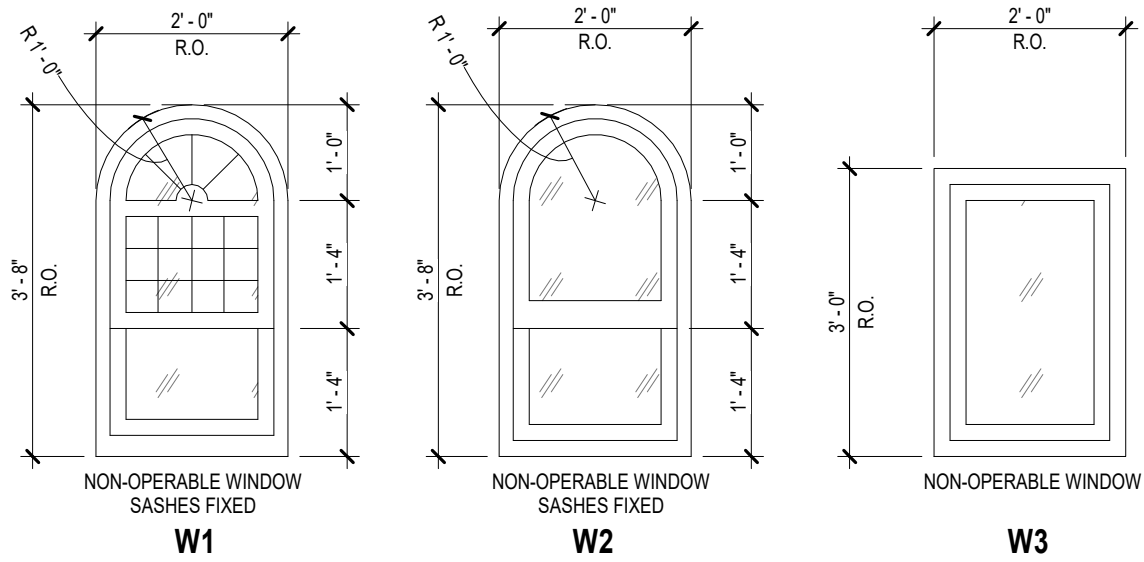
SHEET NO.
A4.10



1 NORTH ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"



ALL DIMENSIONS TO BE FIELD VERIFIED

REMOVE DETERIORATED WOOD AND REPAIR WITH A TWO-PART WOOD CONSOLIDATION AND EPOXY REPAIR MATERIAL OR WOOD DUTCHMAN REPAIRS. REMOVE AND REPLACE GLAZING PUTTY, SAND, SCRAPE AND RE-PAINT WOOD. REMOVE AND REPLACE CAULK AROUND THE PERIMETER OF THE WINDOW. REPLACE BROKEN PANES OF GLASS, AND INSTALL DIVIDED LITE WINDOWS FOR UPPER SASH AT CUPOLA.

WINDOW TYPES

#	BUILDING GENERAL NOTES
SYM	BASE MATERIAL
1	ALL EXISTING ROOFING IS TO REMAIN
2	REMOVE ALL WOOD TRIM AND REPLACE WITH COMPOSITE MATERIAL
4	NEW COMPOSITE TRIM (W) SALVAGED GUTTERS AND DOWNSPOUTS REINSTALLED IN SAME LOCATIONS
5	NEW COMPOSITE SIDING
6	NEW WINDOW - W1
7	NEW WINDOW - W2
8	NEW WINDOW - W3

PHASING LEGEND	
	EXISTING
	DEMOLITION
	NEW CONSTRUCTION
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Michael J. Angland
MICHAEL J. ANGLAND

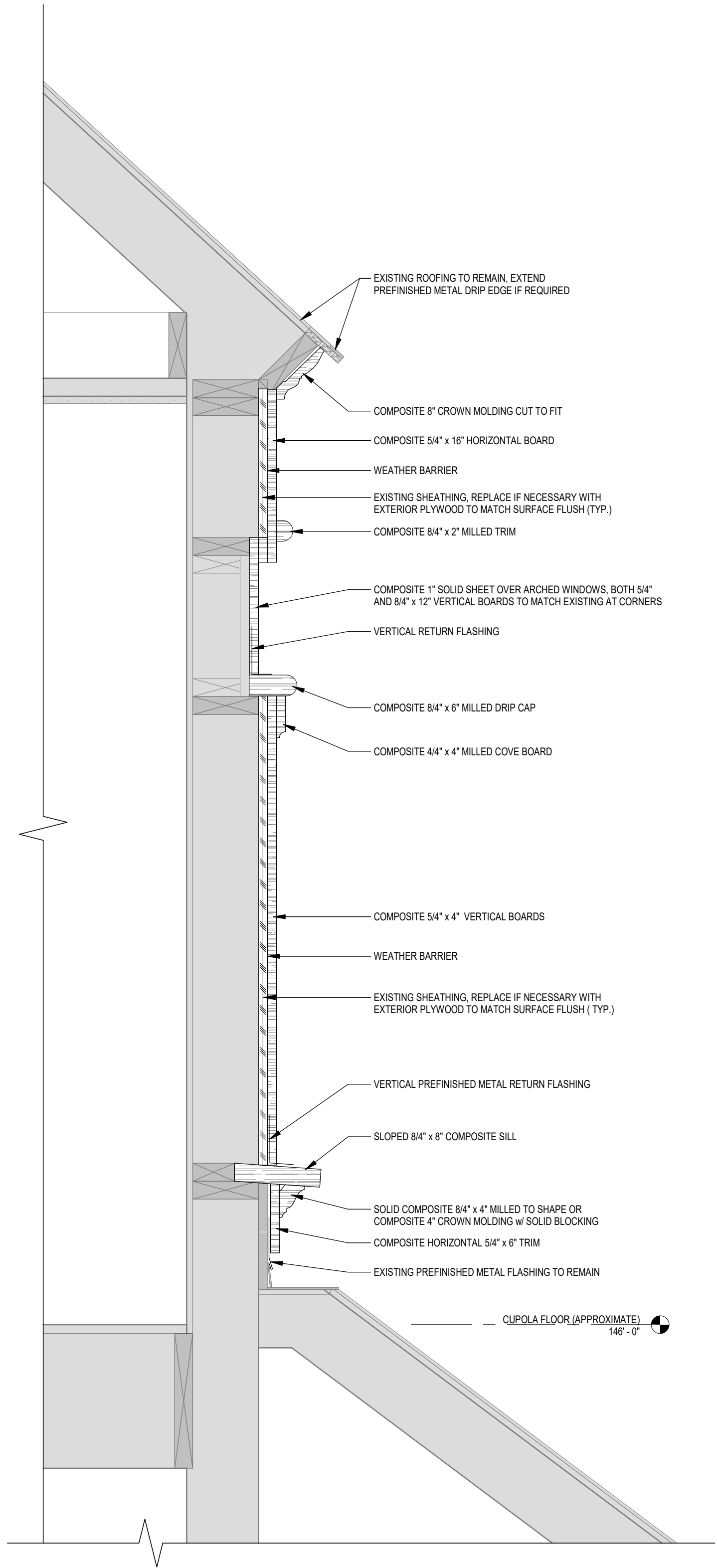
2025-05-08 LC# 45375

BY	REVISION DESCRIPTION	DATE	REV

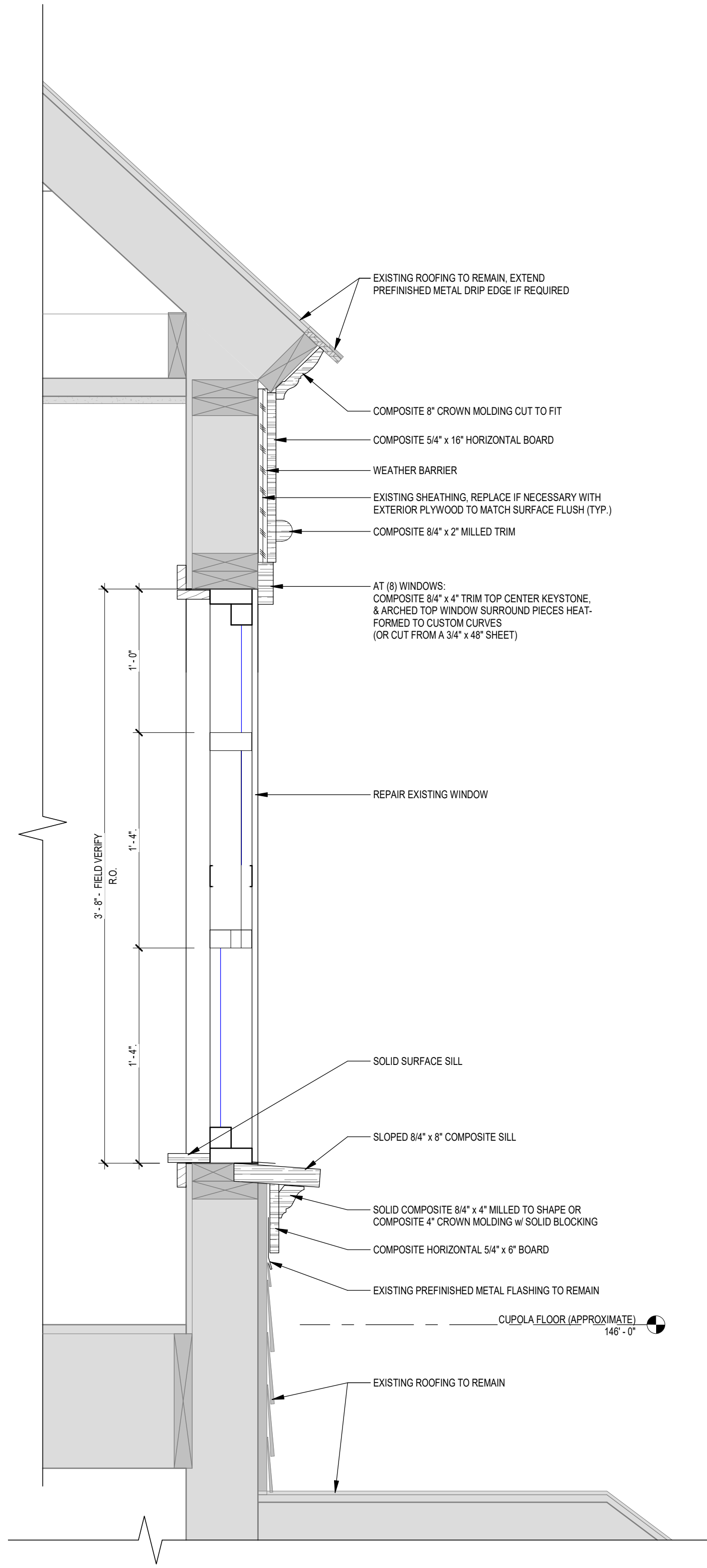
DATE:	2025-05-08
SCALE:	AS NOTED
DRAWN BY:	AJE / CJS
CHECKED BY:	N/A
JOB NUMBER:	2024-11922

HISTORIC COURTHOUSE EXTERIOR REPAIRS TODD COUNTY 221 1ST AVE S, LONG PRAIRIE, MN 56347 PROPOSED EXTERIOR ELEVATIONS
--

SHEET NO. A4.20



2 CUPOLA WALL SECTION
1 1/2" = 1'-0"

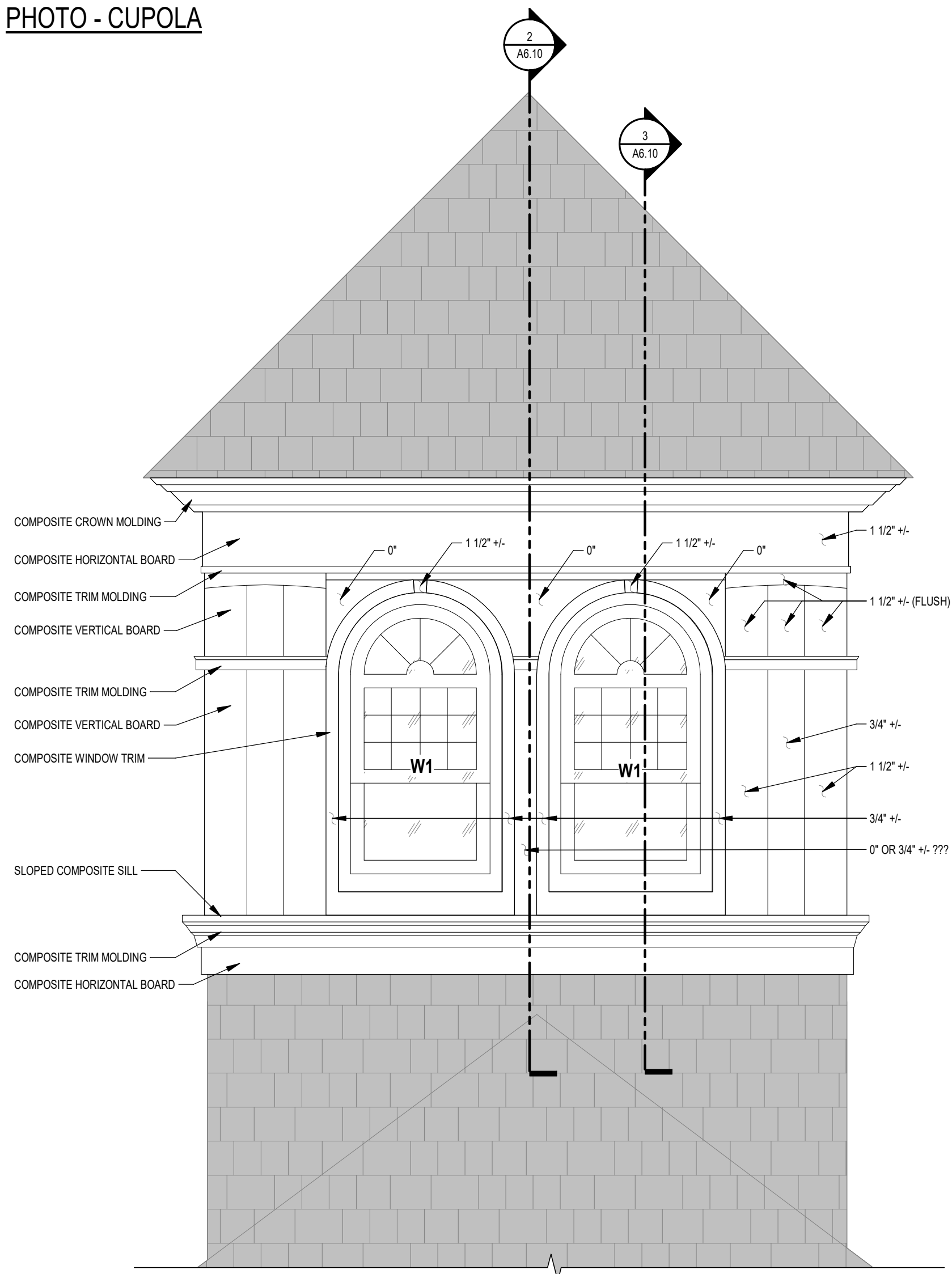


3 CUPOLA WINDOW SECTION
1 1/2" = 1'-0"

NOTE: ALL DIMENSIONS SHALL BE FIELD VERIFIED.



PHOTO - CUPOLA

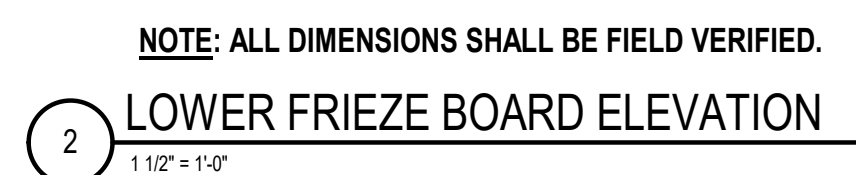
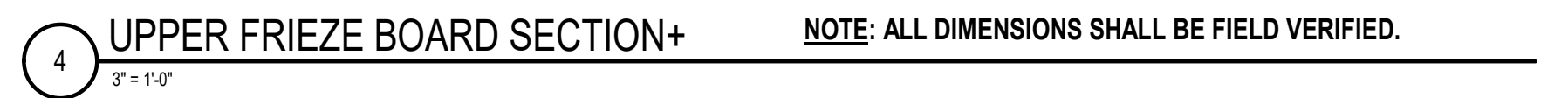
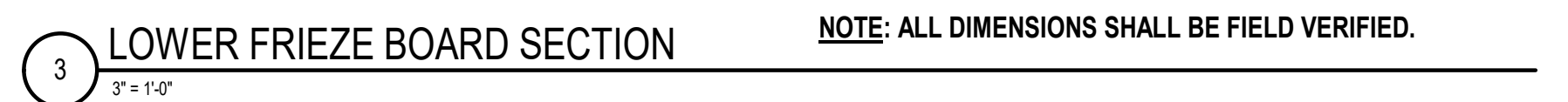


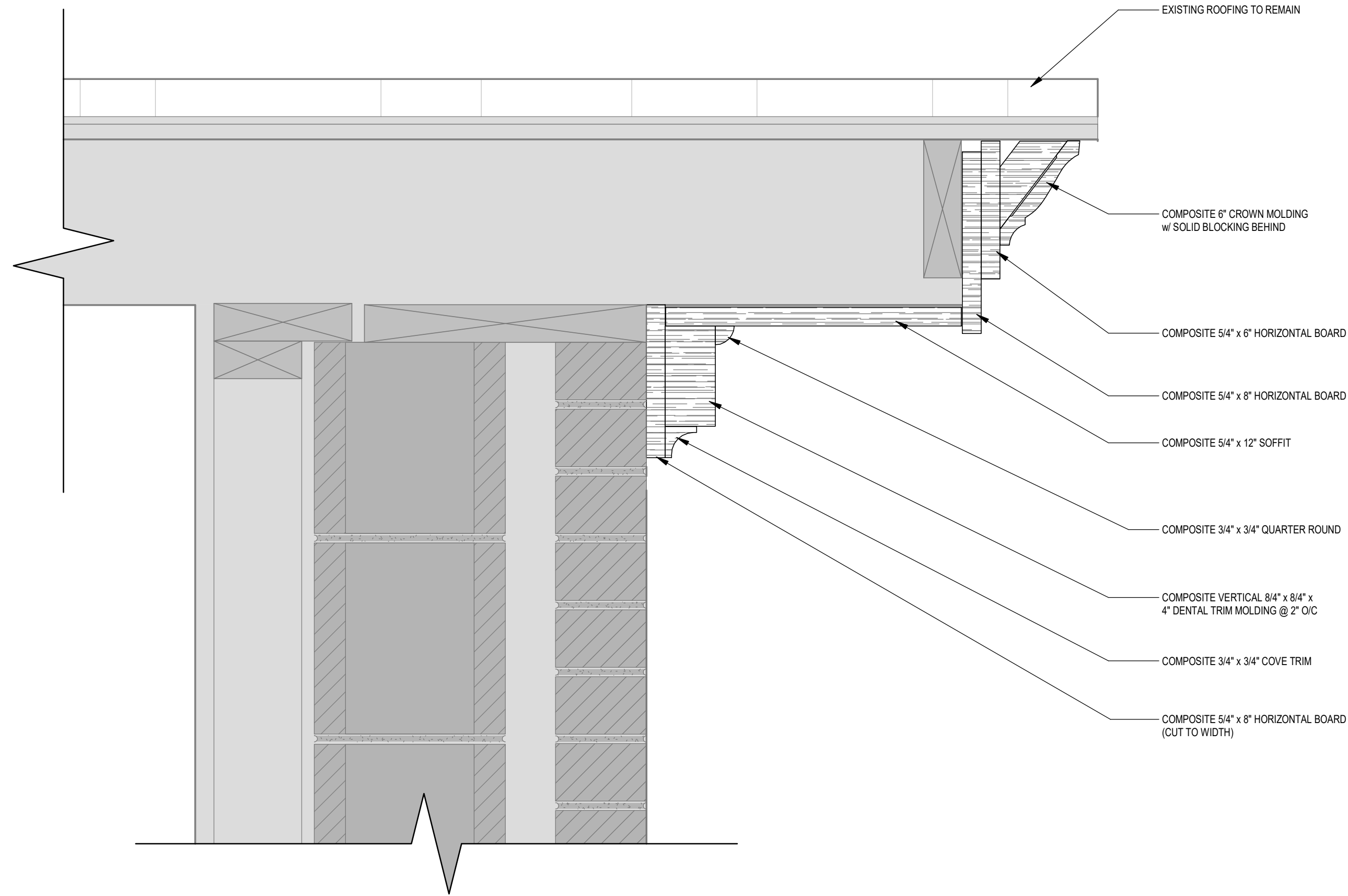
1 CUPOLA ELEVATION
3/4" = 1'-0"

NOTE: ALL DIMENSIONS SHALL BE FIELD VERIFIED.

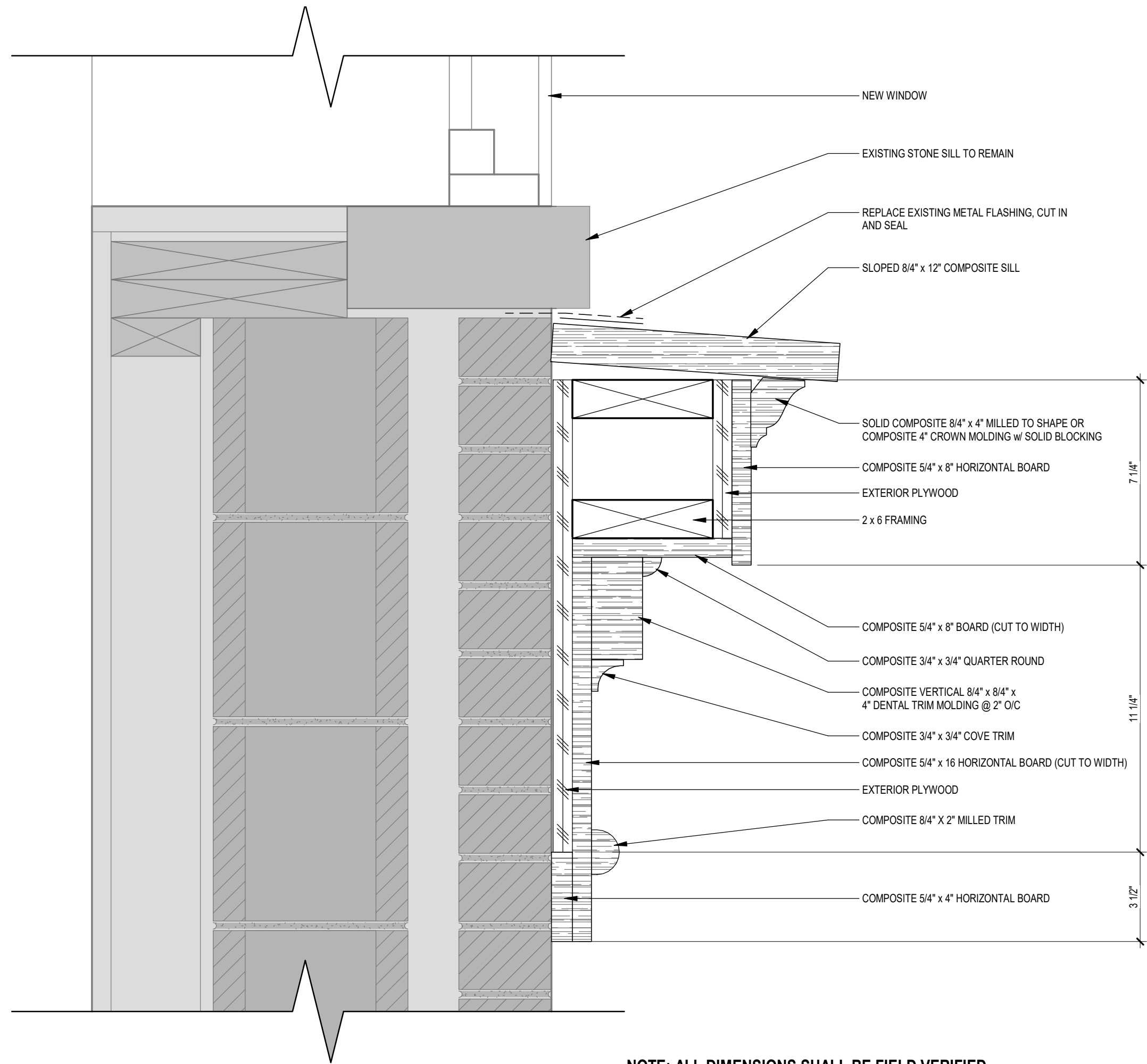
DATE	REV	DESCRIPTION

DATE:	2025-05-08
SCALE:	AS NOTED
DRAWN BY:	AME / CJS
CHECKED BY:	N/A
JOB NUMBER:	2024-11922





2 SOUTH GABLE ROOF OVERHANG SECTION
3" = 1'-0"

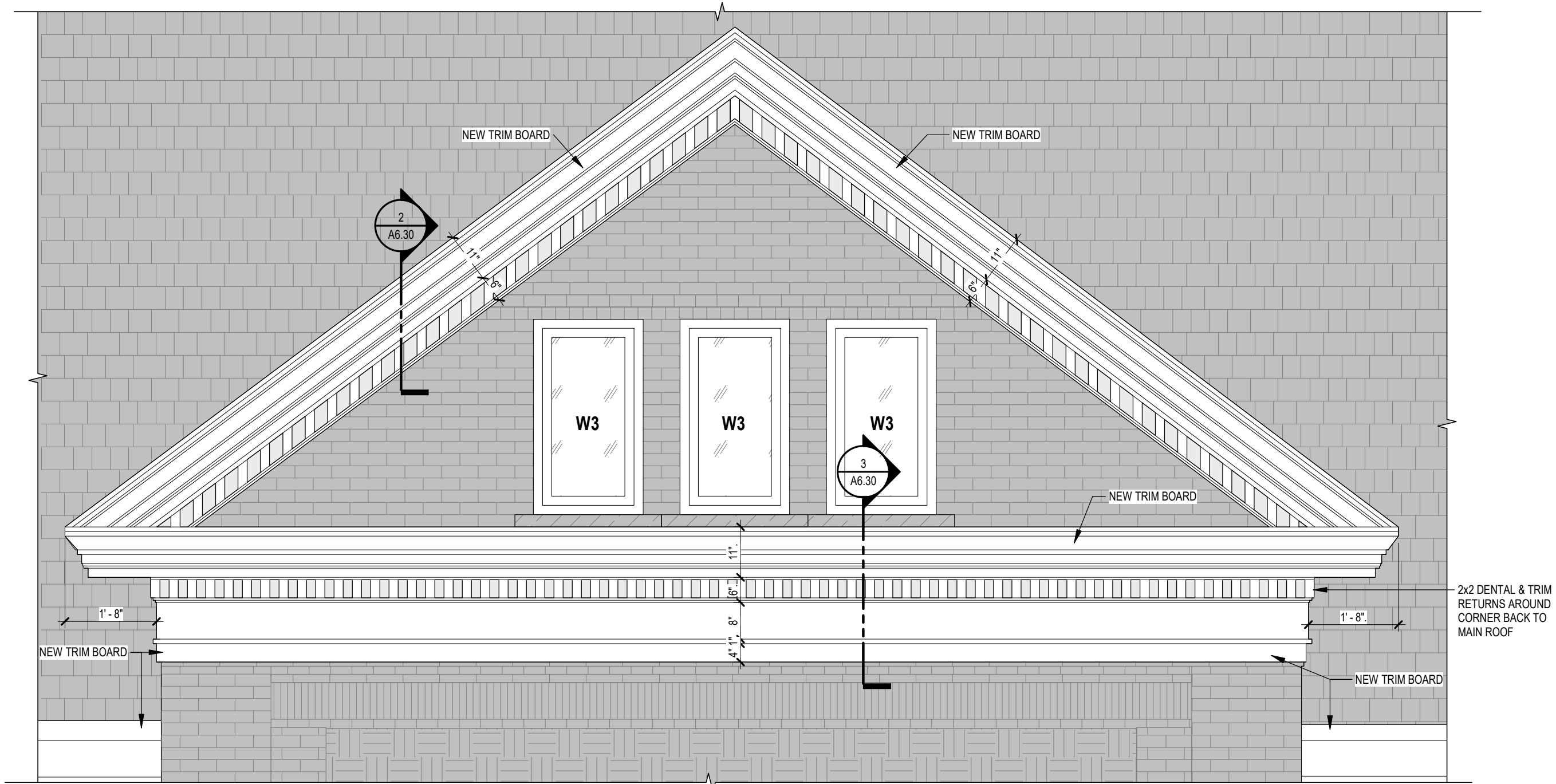


NOTE: ALL DIMENSIONS SHALL BE FIELD VERIFIED.

3 SOUTH GABLE SILL SECTION
3" = 1'-0"



PHOTO - SOUTH GABLE



NOTE: ALL DIMENSIONS SHALL BE FIELD VERIFIED.

1 GABLE ELEVATION
1/2" = 1'-0"

DATE	REVISION DESCRIPTION	BY

DATE:	2025-05-08	AS NOTED	DATE:	2024-11-22
SCALE:	AS NOTED	DATE:	2024-11-22	
DRAWN BY:	AAE / CJS	CHECKED BY:	N/A	
JOB NUMBER:	2024-11922			

HISTORIC COURTHOUSE EXTERIOR REPAIRS TODD COUNTY 221 1ST AVE S, LONG PRAIRIE, MN 56347	ENLARGED GABLE ELEVATION
--	--------------------------

July 7, 2025

Mike Angland, Architect, VP
Widseth
mike.angland@widseth.com

RE: Todd County Courthouse Trim and Cupola Repair Project
215 1st Ave S, Long Prairie, Todd County
SHPO Number: 2025-1169

Dear Mike Angland:

Thank you for continuing consultation on the above referenced project. Information received on June 24, 2025, has been reviewed pursuant to the responsibilities given the State Historic Preservation Office by the Minnesota Historic Sites Act (Minn. Stat. 138.665-666).

As previously stated, Todd County is proposing a trim and cupola repair project at the Todd County Courthouse. The **Todd County Courthouse and Jail** is listed in the National Register of Historic Places. Accordingly, in order for our office to determine that the project will not adversely affect the historic property, the proposed rehabilitation work must be in conformance with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Standards).

We have reviewed the following additional documentation that was included with your June 24th submission:

- 06/24/2025 email response
- Photos of the existing condition of the wood trim (SOW Item 2)
- Photos of existing windows in the cupola (SOW 3); we understand that many of the existing windows do not have simulated lites so they will be reconstructed with simulated lites to match the historic windows.

Based on the documentation provided, we have determined that the project, as currently proposed, meets Standards and will have **no adverse effect** on the historic property.

If you have any questions regarding our review of this project, please contact Kelly Gragg-Johnson, Environmental Review Specialist, at (651) 201-3285 or kelly.graggjohnson@state.mn.us.

Sincerely,



Amy Spong
Deputy State Historic Preservation Officer

July 8, 2025

Mitch Johnson
Todd County Facilities Supervisor
212 2nd Avenue South
Long Prairie, MN 56347



Bid Results

Historic Courthouse Exterior Repairs

Dear Mr. Johnson,

Please refer to the enclosed bid abstract and bids that were submitted to Todd County, for the Historic Courthouse Exterior Repairs project, in the board room, on July 8, 2025. Three general contractors submitted their bids for the project, which were also the general contractors that attended the mandatory pre-bid meeting, held on June 24, 2025. The three general contractors were Arnzen Construction, Inc., Eagle Construction Company, Inc., and Hy-Tec Construction of Brainerd, Inc.

Upon review of the bids that were submitted, I recommend proceeding with Hy-Tec Construction of Brainerd, Inc. as the general contractor for this project. Their bid was the lowest of the three that were submitted, they have relevant experience with historic preservation projects, and they are currently working with Todd County on another construction project, which provides Todd County with familiarity with this general contractor.

Pending the approval of this project by the Todd County Board of Commissioners, I would recommend including a 20% contingency for this project, due to the nature of the project, working with historic elements of the building, and the potential unknowns associated with the deterioration of the wood trim, windows and blocking.

Thank you for the opportunity to work on this project and please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Angland", is written over a light blue horizontal line.

Mike Angland, AIA, LEED AP
Vice President

Attachments: Bid Abstract, General Contractor Bids



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

■ MINNESOTA ■ EST. 1855 ■

BID ABSTRACT

WiDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

Project Name: <u>Todd County Historic Courthouse Exterior Repairs</u> Project Location: <u>Long Prairie, Minnesota</u> WSN Project No.: <u>2024-11922</u>	Base Bid GME-1	Bid Form	Responsible Contractor Certification & Response Form	5% Bid Security	Addendum 1	
Bidder:						
Arnzen Construction Brandon Arnzen brandsonarnzen@strosalumber.com	\$418,000.00	☒	☒	☒	☒	☐
Eagle Construction Eric Mills content@constructconnect.com	\$674,600.00	☒	☒	☒	☒	☐
Hy-Tec Construction of Brd. Inc. Mitch Feierabend estimating@hyteconstruction.com	\$364,000.00	☒	☒	☒	☒	☐
Timekey Glazing Craig Lytle craig@timekey.us		☐	☐	☐	☐	☐
Restoration Systems, Inc. Blake Dronen bdronen@restorationsystems.net		☐	☐	☐	☐	☐



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

■ MINNESOTA ■ EST. 1855 ■

ARNZEN CONSTRUCTION, INC. BID

WiDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

BID SUBMITTED TO:

Todd County
Attn: Mitch Johnson, Facilities Manager
221 1st Ave. S
Long Prairie, MN 56347

DATE: 7-8-25 (BIDDER TO ENTER DATE)

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name: ARNSEN CONSTRUCTION INC.
Address: 29033 Co Rd 17
City, State, Zip: FREEMONT, MN 56331

The undersigned, in compliance with your construction documents for the Historic Courthouse Exterior Repairs dated 06-03-2025 as prepared by WiDSETH, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BID ITEM - BASE BID

Lump Sum bid for the Historic Courthouse Exterior Repairs, in accordance with Specifications and Drawings.

Base Bid: FOUR HUNDRED EIGHTEEN THOUSAND \$0900 dollars
(\$ 418,000.00), in lawful money of the United States of America.

TIME OF COMPLETION

I (We) do hereby propose to complete all work described in the plans and specifications within 60 calendar days following the issuance of the Notice to Proceed.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated JULY 1, 2025
Addendum # _____ Dated _____

SUBCONTRACTOR LIST:

I (We) hereby acknowledge the inclusion of the completed list of subcontractors at the end of this section. BA (initial)

RESPONSIBLE CONTRACTOR CERTIFICATION AND RESPONSE FORM:

I (We) do hereby acknowledge the inclusion of the Responsible Contractor Certification and Response Form found in Section 00 4114 as required by the State of Minnesota. BA (initial)

CERTIFICATION:

I (We) hereby certify that I am (we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other persons, firm or corporation whatsoever. The Bidder hereby declares that he has carefully examined all Bidding and Contract Documents, Plans and Specifications, and that he has personally inspected the actual location of the work, and local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. BA (initial)

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

I (We) propose to execute the form of Contract and to furnish a Performance Bond and Labor and Material Payment Bond each in the amount of the Contract within ten (10) days of execution of contract as security for the construction and completion of the Work in accordance with the terms of the Contract, plans and specifications. BA (initial)

GUARANTEE:

I (we) further propose to guarantee all work performed under this Contract to be done in accordance with the plans and specifications in a good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project. BA (initial)

BID SECURITY:

Enclosed herewith is a certified check _____, cashier's check _____, bidder's bond X, U.S. Government Bonds _____, (check one) in the amount of: Twenty thousand nine hundred fifty Dollars (\$ 20,950), being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee which it is agreed by the undersigned will be forfeited to the Owner as Liquidated Damage in the event I (We) fail to enter into a Contract or the furnish the required Performance and Labor and Material Payment Bond within the time period specified after acceptance of the Bid by the Owner.

BID GUARANTEE:

The undersigned proposes that the prices stated in this proposal are guaranteed firm for a minimum of 45 consecutive calendar days, Sundays and holidays included, from the date hereof; and if authorized to proceed within that period the undersigned agrees to execute a formal contract with the owner for the performance of the aforementioned work at the stated price.

BID ACCEPTANCE:

I (We) acknowledge the Owner's right to accept any bid, reject any or all bids or to waive any informalities or irregularities in bidding. BA (initial)

ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER:

The undersigned Bidder does hereby designate the address given below as the legal address to which all notices, directions or other communications may be served or mailed.

Street 29033 Cord 17

City FREEPORT State MN Zip 56331

The undersigned Bidder does hereby declare that the Bidder has the legal status checked below:

☐ Individual

☐ Co-Partnership

☒ Corporation, incorporated under the laws of the State of MN

The names and addresses of all persons indicated as partners in this proposal are as follows:

NAME

ADDRESS

BID SUBMISSION:

The sealed bids are to be submitted as indicated in Section 00 1113 Advertisement For Bids. Bids will be opened publicly immediately thereafter.

This Proposal is submitted in the name of

By [Signature] (Signature)

Title Project Manager

Signed and sealed this 7th day of July, 2025.

END OF SECTION

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SECTION 00 4114
RESPONSIBLE CONTRACTOR CERTIFICATION AND RESPONSE FORM
HISTORIC COURTHOUSE EXTERIOR REPAIRS

NAME OF BIDDER/CONTRACTOR: Arzen Construction Inc.

Minnesota Statute Section 16C.285 requires Contractors to meet minimum criteria to be eligible to be awarded a construction contract as the lowest responsible bidder or best value contractor for projects estimated to exceed \$50,000. This statute also requires subcontractors to meet minimum criteria to be eligible to receive an award for subcontract work on the project.

The term 'Bidder or Contractor' as used in this form means a contractor as defined in Minnesota Statutes, Section 16C.285, subdivision 3.

Minimum Criteria: Bidder/Contractor shall indicate they have read and verified they are in compliance with the following statements:

1. Is in compliance with workers' compensation and unemployment insurance requirements Pursuant to the State of Minnesota and as required in the contract documents.
2. Is registered with the Department of Revenue and Department of Employment and Economic Development as we have employees.
3. Has a valid federal tax identification number or a valid Social Security number if an individual.
4. Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
5. Is in compliance with and, during the three-year period before submitting the verification, have not violated certain labor and wage laws.
6. Is in compliance with and, during the three-year period before submitting the verification, have not violated certain laws related to construction contractors, construction codes, and licensing.
7. Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 (related to affirmative action plans for the employment of minority persons, women, and qualified disabled individuals) revoked or suspended.
8. Has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting this verification.
9. Is not currently suspended or debarred by the federal government or the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions.
10. Has verified that all subcontractors that we intend to use to perform work on this project have verified to us through a signed statement under oath by an owner or officer that they meet the minimum criteria listed above.
11. Understands that any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, Section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on this project.
12. Contractor shall submit to Owner, upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause 7.

13. Understands that a false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.

The undersigned owner or officer, being first duly sworn on oath, swears the Bidder/Contractor is in compliance with this document and verifies that Bidder/Contractor is a Responsible Contractor as defined by Minnesota Statute Section 16C.285, subdivision 3.

NAME OF BIDDER/CONTRACTOR: ARMZEN CONSTRUCTION INC.

AUTHORIZED SIGNATURE: [Signature] DATE: 7-7-2025

PRINTED NAME: BRANDON ARMZEN

TITLE: Owner

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Bid Bond

CONTRACTOR:

(Name, legal status and address)

Amzen Construction, Inc.
29033 County Road 17
Freeport, MN 56331

OWNER:

(Name, legal status and address)

County of Todd
215 1st Ave S
Long Prairie, MN 56347

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Historic Courthouse Exterior Repairs

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

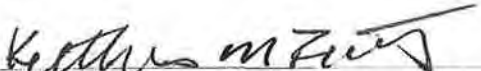
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of July, 2025

(Witness)


(Witness)

Amzen Construction, Inc.

(Principal)

 (Seal)

(Title)

Liberty Mutual Insurance Company

(Surety)

 (Seal)

(Title)

Jessica A. Olson

Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Init.

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CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Stearns

On the 8th day of July, 2025, before me personally appeared, Lillian Arzen to me, who being duly sworn, did depose and say: that s/he resides in Minnesota that s/he is the secretary of the Arzen Construction, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.



[Signature]
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 8th day of July, 2025 before me personally appeared, Jessica A. Olson to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Liberty Mutual Insurance Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

[Signature]
Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212841 - 976197**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Drew Boehne, Erin Pohlman, Jackie Riley, Jessica A. Olson, Litton E. S. Field, Jr., Nicole M. Coty, Sierra McQuoid

all of the city of Mendota Heights state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of December, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of July, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

■ MINNESOTA ■ EST. 1855 ■

EAGLE CONSTRUCTION COMPANY, INC. BID

WiDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

BID SUBMITTED TO:

Todd County
Attn: Mitch Johnson, Facilities Manager
221 1st Ave. S
Long Prairie, MN 56347

DATE: 7-8-2025 **(BIDDER TO ENTER DATE)**

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name: Eagle Construction Company, Inc.
Address: 515 9th Avenue NW
City, State, Zip: Little Falls, MN 56345

The undersigned, in compliance with your construction documents for the Historic Courthouse Exterior Repairs dated 06-03-2025 as prepared by WIDSETH, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BID ITEM - BASE BID

Lump Sum bid for the Historic Courthouse Exterior Repairs, in accordance with Specifications and Drawings.

Base Bid: Six HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED & 00/100 dollars
(\$ 674,600.00), in lawful money of the United States of America.

TIME OF COMPLETION

I (We) do hereby propose to complete all work described in the plans and specifications within
450 calendar days following the issuance of the Notice to Proceed.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 7-1-2025
Addendum # _____ Dated _____

SUBCONTRACTOR LIST:

I (We) hereby acknowledge the inclusion of the completed list of subcontractors at the end of this section. B.F. (initial)

RESPONSIBLE CONTRACTOR CERTIFICATION AND RESPONSE FORM:

I (We) do hereby acknowledge the inclusion of the Responsible Contractor Certification and Response Form found in Section 00 4114 as required by the State of Minnesota. B.F. (initial)

CERTIFICATION:

I (We) hereby certify that I am (we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other persons, firm or corporation whatsoever. The Bidder hereby declares that he has carefully examined all Bidding and Contract Documents, Plans and Specifications, and that he has personally inspected the actual location of the work, and local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. B.F. (initial)

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

I (We) propose to execute the form of Contract and to furnish a Performance Bond and Labor and Material Payment Bond each in the amount of the Contract within ten (10) days of execution of contract as security for the construction and completion of the Work in accordance with the terms of the Contract, plans and specifications. B.F. (initial)

GUARANTEE:

I (we) further propose to guarantee all work performed under this Contract to be done in accordance with the plans and specifications in a good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project. B.F. (initial)

BID SECURITY:

Enclosed herewith is a certified check _____, cashier's check _____, bidder's bond ☒ U.S. Government Bonds _____, (check one) in the amount of: Five-Percent Dollars (\$ Five-Percent), being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee which it is agreed by the undersigned will be forfeited to the Owner as Liquidated Damage in the event I (We) fail to enter into a Contract or the furnish the required Performance and Labor and Material Payment Bond within the time period specified after acceptance of the Bid by the Owner.

BID GUARANTEE:

The undersigned proposes that the prices stated in this proposal are guaranteed firm for a minimum of 45 consecutive calendar days, Sundays and holidays included, from the date hereof; and if authorized to proceed within that period the undersigned agrees to execute a formal contract with the owner for the performance of the aforementioned work at the stated price.

BID ACCEPTANCE:

I (We) acknowledge the Owner's right to accept any bid, reject any or all bids or to waive any informalities or irregularities in bidding. B.F. (initial)

Historic Courthouse Exterior Repairs
Long Prairie, Minnesota

ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER:

The undersigned Bidder does hereby designate the address given below as the legal address to which all notices, directions or other communications may be served or mailed.

Street 515 9th Avenue NW

City Little Falls State MN Zip 56345

The undersigned Bidder does hereby declare that the Bidder has the legal status checked below:

☐ Individual

☐ Co-Partnership

☒ Corporation, incorporated under the laws of the State of Minnesota.

The names and addresses of all persons indicated as partners in this proposal are as follows:

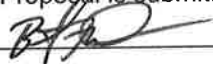
NAME

ADDRESS

BID SUBMISSION:

The sealed bids are to be submitted as indicated in Section 00 1113 Advertisement For Bids. Bids will be opened publicly immediately thereafter.

This Proposal is submitted in the name of

By  -Brandon Freudenrich (Signature)

Title Vice President

Signed and sealed this 8th day of July, 2025.

END OF SECTION

SECTION 00 4114
RESPONSIBLE CONTRACTOR CERTIFICATION AND RESPONSE FORM
HISTORIC COURTHOUSE EXTERIOR REPAIRS

NAME OF BIDDER/CONTRACTOR: Eagle Construction Company, Inc.

Minnesota Statute Section 16C.285 requires Contractors to meet minimum criteria to be eligible to be awarded a construction contract as the lowest responsible bidder or best value contractor for projects estimated to exceed \$50,000. This statute also requires subcontractors to meet minimum criteria to be eligible to receive an award for subcontract work on the project.

The term 'Bidder or Contractor' as used in this form means a contractor as defined in Minnesota Statutes, Section 16C.285, subdivision 3.

Minimum Criteria: Bidder/Contractor shall indicate they have read and verified they are in compliance with the following statements:

1. Is in compliance with workers' compensation and unemployment insurance requirements Pursuant to the State of Minnesota and as required in the contract documents.
2. Is registered with the Department of Revenue and Department of Employment and Economic Development as we have employees.
3. Has a valid federal tax identification number or a valid Social Security number if an individual.
4. Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
5. Is in compliance with and, during the three-year period before submitting the verification, have not violated certain labor and wage laws.
6. Is in compliance with and, during the three-year period before submitting the verification, have not violated certain laws related to construction contractors, construction codes, and licensing.
7. Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 (related to affirmative action plans for the employment of minority persons, women, and qualified disabled individuals) revoked or suspended.
8. Has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting this verification.
9. Is not currently suspended or debarred by the federal government or the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions.
10. Has verified that all subcontractors that we intend to use to perform work on this project have verified to us through a signed statement under oath by an owner or officer that they meet the minimum criteria listed above.
11. Understands that any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, Section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on this project.
12. Contractor shall submit to Owner, upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause 7.

13. Understands that a false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.

The undersigned owner or officer, being first duly sworn on oath, swears the Bidder/Contractor is in compliance with this document and verifies that Bidder/Contractor is a Responsible Contractor as defined by Minnesota Statute Section 16C.285, subdivision 3.

NAME OF BIDDER/CONTRACTOR: Eagle Construction Company, Inc.

AUTHORIZED SIGNATURE:  **DATE:** 7-8-2025

PRINTED NAME: Brandon Freudenrich

TITLE: Vice President

ATTACHMENT A
SUBCONTRACTORS LIST
HISTORIC COURTHOUSE EXTERIOR REPAIRS

The following first-tier subcontractors are intended to be retained for work on this project. These subcontractors have verified to us through a signed statement under oath by an owner or officer that they meet the minimum criteria under Minnesota Statute Section 16C.285.

SUBCONTRACTORS NAME

**NAME OF CITY WHERE
SUBCONTRACTOR'S HOME OFFICE IS
LOCATED**

N/A - Self-Performing All Work

N/A

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Bid Bond

CONTRACTOR:*(Name, legal status and address)***Eagle Construction Company, Inc.****515 9th Avenue NW****Little Falls, MN 56345****OWNER:***(Name, legal status and address)***Todd County****Long Prairie, MN****SURETY:***(Name, legal status and principal place**of business)***Ohio Farmers Insurance Company****One Park Circle****Westfield Center, OH 44251****ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid Amount------(5%)-----**PROJECT:***(Name, location or address, and Project number, if any)***Historic Courthouse Exterior Repairs****Project No. 2024-11922****Todd County, MN**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

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User Notes:

(1788974414)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of July, 2025


(Witness)


(Witness)

Eagle Construction Company, Inc.
(Contractor as Principal) (Seal)


Brandon Freudenrich, Vice Preident

Ohio Farmers Insurance Company
(Surety) (Seal)


(Title) Christine Lang Attorney-In-Fact

Init.

/

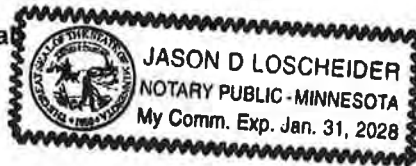
CORPORATE ACKNOWLEDGEMENT

STATE OF MINNESOTA

COUNTY OF MORRISON

On the 8th day of July, 2025, before me, personally appeared Brandon Freudenrich, to me known, who being by me duly sworn, did depose and say that (s)he resides in Little Falls, MN, that (s)he is the Vice President of Eagle Construction Company, Inc. the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal)



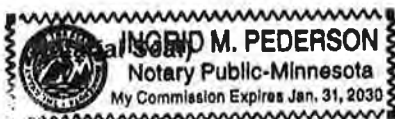
Jason Loscheider
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 8th day of July, 2025, before me, appeared Christine Lang, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Jennifer Pederson
(Notary Signature)

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
CAROL WEBER, KATHRYN BROPHY, CHRISTINE M. LANG, JOINTLY OR SEVERALLY

of **SAINT CLOUD** and State of **MN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **07th** day of **FEBRUARY** A.D., **2024**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
**Gary W. Stumper, National Surety Leader and
Senior Executive**

State of Ohio
County of Medina ss.:

On this **07th** day of **FEBRUARY** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **8th** day of **July** A.D., **2025**.



Frank A. Carrino, Secretary



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

■ MINNESOTA ■ EST. 1855 ■

HY-TEC CONSTRUCTION OF BRAINERD, INC. BID

WiDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

BID SUBMITTED TO:

Todd County
Attn: Mitch Johnson, Facilities Manager
221 1st Ave. S
Long Prairie, MN 56347

DATE: 07/08/2025 (BIDDER TO ENTER DATE)

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name: Hy-Tec Construction of Brainerd, Inc.
Address: 11360 Business 371, PO Box 621
City, State, Zip: Brainerd, MN 56401

The undersigned, in compliance with your construction documents for the Historic Courthouse Exterior Repairs dated 06-03-2025 as prepared by WiDSETH, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BID ITEM - BASE BID

Lump Sum bid for the Historic Courthouse Exterior Repairs, in accordance with Specifications and Drawings.

Base Bid: Three Hundred Sixty Four Thousand and no/100----- dollars
(\$ 364,000.00), in lawful money of the United States of America.

TIME OF COMPLETION

I (We) do hereby propose to complete all work described in the plans and specifications within
300 calendar days following the issuance of the Notice to Proceed.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # #1 Dated July 1, 2025.
Addendum # _____ Dated _____.

SUBCONTRACTOR LIST:

I (We) hereby acknowledge the inclusion of the completed list of subcontractors at the end of this section. JH (initial)

RESPONSIBLE CONTRACTOR CERTIFICATION AND RESPONSE FORM:

I (We) do hereby acknowledge the inclusion of the Responsible Contractor Certification and Response Form found in Section 00 4114 as required by the State of Minnesota. JH (initial)

CERTIFICATION:

I (We) hereby certify that I am (we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other persons, firm or corporation whatsoever. The Bidder hereby declares that he has carefully examined all Bidding and Contract Documents, Plans and Specifications, and that he has personally inspected the actual location of the work, and local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same. JH (initial)

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

I (We) propose to execute the form of Contract and to furnish a Performance Bond and Labor and Material Payment Bond each in the amount of the Contract within ten (10) days of execution of contract as security for the construction and completion of the Work in accordance with the terms of the Contract, plans and specifications. JH (initial)

GUARANTEE:

I (we) further propose to guarantee all work performed under this Contract to be done in accordance with the plans and specifications in a good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project. JH (initial)

BID SECURITY:

Enclosed herewith is a certified check _____, cashier's check _____, bidder's bond XXX, U.S. Government Bonds _____, (check one) in the amount of: 5% Dollars (\$ 5%), being at least 5% of the amount of the proposal, made payable to the Owner as a proposal guarantee which it is agreed by the undersigned will be forfeited to the Owner as Liquidated Damage in the event I (We) fail to enter into a Contract or the furnish the required Performance and Labor and Material Payment Bond within the time period specified after acceptance of the Bid by the Owner.

BID GUARANTEE:

The undersigned proposes that the prices stated in this proposal are guaranteed firm for a minimum of 45 consecutive calendar days, Sundays and holidays included, from the date hereof; and if authorized to proceed within that period the undersigned agrees to execute a formal contract with the owner for the performance of the aforementioned work at the stated price.

BID ACCEPTANCE:

I (We) acknowledge the Owner's right to accept any bid, reject any or all bids or to waive any informalities or irregularities in bidding. JH (initial)

Historic Courthouse Exterior Repairs
Long Prairie, Minnesota

ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER:

The undersigned Bidder does hereby designate the address given below as the legal address to which all notices, directions or other communications may be served or mailed.

Street 11360 Business 371, PO Box 621
City Brainerd State MN Zip 56401

The undersigned Bidder does hereby declare that the Bidder has the legal status checked below:

☐ Individual
☐ Co-Partnership
☒ Corporation, incorporated under the laws of the State of MN

The names and addresses of all persons indicated as partners in this proposal are as follows:
NAME ADDRESS

_____	_____
_____	_____
_____	_____

BID SUBMISSION:

The sealed bids are to be submitted as indicated in Section 00 1113 Advertisement For Bids. Bids will be opened publicly immediately thereafter.

This Proposal is submitted in the name of

By [Signature] (Signature)

Title Secretary/Project Manager

Signed and sealed this 8th day of July, 2025.

END OF SECTION

SECTION 00 4114
RESPONSIBLE CONTRACTOR CERTIFICATION AND RESPONSE FORM
HISTORIC COURTHOUSE EXTERIOR REPAIRS

NAME OF BIDDER/CONTRACTOR: Hy-Tec Construction of Brainerd, Inc.

Minnesota Statute Section 16C.285 requires Contractors to meet minimum criteria to be eligible to be awarded a construction contract as the lowest responsible bidder or best value contractor for projects estimated to exceed \$50,000. This statute also requires subcontractors to meet minimum criteria to be eligible to receive an award for subcontract work on the project.

The term 'Bidder or Contractor' as used in this form means a contractor as defined in Minnesota Statutes, Section 16C.285, subdivision 3.

Minimum Criteria: Bidder/Contractor shall indicate they have read and verified they are in compliance with the following statements:

1. Is in compliance with workers' compensation and unemployment insurance requirements Pursuant to the State of Minnesota and as required in the contract documents.
2. Is registered with the Department of Revenue and Department of Employment and Economic Development as we have employees.
3. Has a valid federal tax identification number or a valid Social Security number if an individual.
4. Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
5. Is in compliance with and, during the three-year period before submitting the verification, have not violated certain labor and wage laws.
6. Is in compliance with and, during the three-year period before submitting the verification, have not violated certain laws related to construction contractors, construction codes, and licensing.
7. Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 (related to affirmative action plans for the employment of minority persons, women, and qualified disabled individuals) revoked or suspended.
8. Has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting this verification.
9. Is not currently suspended or debarred by the federal government or the State of Minnesota or any of its departments, commissions, agencies, or political subdivisions.
10. Has verified that all subcontractors that we intend to use to perform work on this project have verified to us through a signed statement under oath by an owner or officer that they meet the minimum criteria listed above.
11. Understands that any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, Section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on this project.
12. Contractor shall submit to Owner, upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause 7.

Historic Courthouse Exterior Repairs
Long Prairie, Minnesota

13. Understands that a false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.

The undersigned owner or officer, being first duly sworn on oath, swears the Bidder/Contractor is in compliance with this document and verifies that Bidder/Contractor is a Responsible Contractor as defined by Minnesota Statute Section 16C.285, subdivision 3.

NAME OF BIDDER/CONTRACTOR: Hy-Tec Construction of Brainerd, Inc.

AUTHORIZED SIGNATURE:  DATE: July 8, 2025

PRINTED NAME: Jeff Hanson

TITLE: Secretary/Project Manager

ATTACHMENT A
SUBCONTRACTORS LIST
HISTORIC COURTHOUSE EXTERIOR REPAIRS

The following first-tier subcontractors are intended to be retained for work on this project. These subcontractors have verified to us through a signed statement under oath by an owner or officer that they meet the minimum criteria under Minnesota Statute Section 16C.285.

SUBCONTRACTORS NAME	NAME OF CITY WHERE SUBCONTRACTOR'S HOME OFFICE IS LOCATED
Gull Lake Glass	Brainerd, MN

ATTACHMENT B
SUPPLEMENTAL SUBCONTRACTORS LIST
HISTORIC COURTHOUSE EXTERIOR REPAIRS

This form must be submitted to the Owner's Project Manager within 14 days of retaining additional subcontractors that were not included in Attachment A of Section 00 4114.

SUBCONTRACTORS NAME

**NAME OF CITY WHERE SUBCONTRACTOR'S HOME
OFFICE IS LOCATED**

The undersigned owner or officer, being first duly sworn on oath, swears the additional subcontractors listed on this form have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria under Minnesota Statute Section 16C.285.

NAME OF BIDDER/CONTRACTOR: Hy-Tec Construction of Brainerd, Inc.

AUTHORIZED SIGNATURE:  **DATE:** July 8, 2025

PRINTED NAME: Jeff Hanson

TITLE: Secretary/Project Manager

END OF SECTION

SECTION 00 4120
STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All contractors performing work that are required to adhere to The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings shall complete this form, if requested, within 48 hours after submission of bid as additional bid information.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he/she desires.

1. Name of Contractor Hy-Tec Construction of Brainerd, Inc.
2. Permanent Main office address, including City, State & Zip Code 11360 Business 371, PO Box 621, Brainerd, MN 56401
3. Name all Corporate Officers & give their Social Security Number.
Mitch Feierabend - XXX-XX-5944
Jeff Hanson - XXX-XX-3812
Toni Bieser - XXX-XX-8817
4. When organized March 1989
5. If a Corporation, where incorporated State of Minnesota
6. How many years have you been engaged in construction under your present firm or trade name?
36 years years.
7. Contracts on hand: (Schedule these, showing gross amounts of each contract and the appropriate anticipated dates of completion).
Todd County Waste Transfer Station - \$8,025,546 - completion this summer
Camp Ripley Cementary Columbarium \$1,254,000 - completion 9/30/25
Camp Ripley Bldg 10-137 - \$5,196,582 - completion February 2026
Brainerd Police Dept - \$455,500 - completion this summer
8. General character of work performed by your company General Contractor - specializing in concrete, masonry, steel erection, carpentry and specialties

9. List projects of similar scope, age and type including contact information for owner's representatives. Please note if projects were National Register Listed properties or National Historic Landmarks. List minimum of three (3) projects.

a. Project Name: Brainerd Watertower

Location: 624 Washington Street, Brainerd, MN

Registered or Landmark property? (Yes or No): yes

Contact(s): Paul Skogen - 218-831-3913

b. Project Name: Hackensack WPA Library

Location: 101 Fleischer Ave, Hackensack, MN

Registered or Landmark property? (Yes or No): Yes

Contact(s): Todd Grover, Architect - 612-767-2743

c. Project Name: Charles Lindberg Exterior Renovation

Location: Little Falls, MN

Registered or Landmark property? (Yes or No): Yes

Contact(s): _____

d. (Attached additional sheets if desired for additional projects.)

10. What portions of the Work do you intend to self-perform? _____

General Carpentry

11. Have you ever failed to complete any work awarded to you? If so, where and why?

No

12. Have you ever defaulted on a contract? If so, where and why?

No

13. List the more important contracts recently completed by you, stating type of work, approximate gross cost, and the month and year completed. List the company name, address, person to be contacted and telephone number.

Sugar Maple Crossings - MLCV - \$15M - July 2025 Sara Treiber STreiber#mlcv.com

Heartwood Care Center - Presbyterian Homes - \$16.78M Steve Nornes snornes@seniorpartners.com

Brainerd Watertower - City of Brd - \$251,800 - Mike Lavato, Arch, Mike.Lovato@LHBcorp.com

14. List your major equipment available for this contract and whether owned or leased.

Forklift and skidsteer - both owned

15. Experience in construction work similar in importance to this project.

Listed in Item 9 a,b&c above

16. Background and experience of the principal members of your organization, including the officers:

Mitch Feierabend - 23 years - ASHE, ICRA, OSHA10

Jeff Hanson - 18 years

- A. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Crow Wing County in verification of the recitals comprising this Statement of Bidder's Qualifications.

1. Dated at Brainerd, MN this 8th day of July, ~~2018~~ 2025

2. Hy-Tec Construction of Brainerd, Inc.
(Name of Bidder)

By: [Signature]

Title: Secretary/Project Manager

State of: Minnesota

County of: Crow Wing

being duly sworn, deposes and says that he/she is the Secretary/Project Manager
of

Hy-Tec Construction of Brainerd, Inc.

3. (Name of Organization)

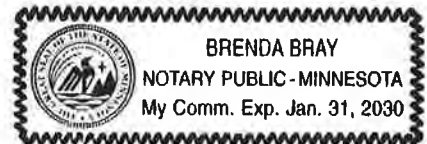
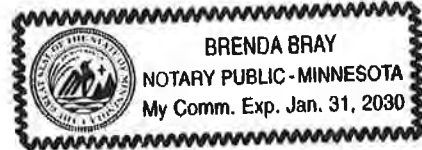
4. and that the answers to the foregoing questions and all statements therein contained are true and correct.

5. Subscribed and sworn to before me this 8th day of July, ~~2018~~ 2025

6. [Signature]
(Notary Public)

7. My Commission Expires: 01-31-2030

END OF SECTION



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Hy-Tec Construction of Brainerd, Inc.

11360 Business 371
Brainerd, MN 56401

OWNER:

(Name, legal status and address)
Todd County
215 1st Avenue South
Long Prairie, MN 56347

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Historic Courthouse Exterior Repairs, Long Prairie, MN

SURETY:

(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of July, 2025


(Witness)


(Witness) Austin Muehlschlegel

Hy-Tec Construction of Brainerd, Inc.

(Principal)


(Title)

Fidelity and Deposit Company of Maryland

(Surety)


(Title) Nicole Stillings, Attorney-in-Fact


(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACKNOWLEDGEMENT OF PRINCIPAL

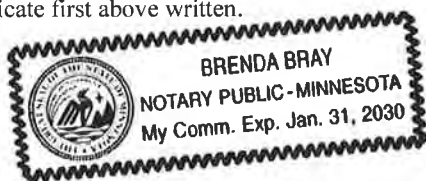
STATE OF Minnesota)

COUNTY OF Crow Wing

On this 8th day of July, in the year 2025, before me personally appeared _____,

JEFF HANSON of
Hy-Tec Construction of Brainerd, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Brenda Bray, Notary Public

My Commission Expires: 1-31-30

ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin)

COUNTY OF Dane)

On this 1st day of July, in the year 2025, before me personally come(s)
Nicole Stillings, Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Austin Muehlschlegel, Notary Public

My Commission Expires: 08/18/2028

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah ROBINSON, Sandra M. ENGSTRUM, Michelle MORRISON, Joseph CARDINAL, Kristine M. BECKS, Austin K. MUEHLSCHLEGEL, Ryan-Olivia E. LUNDY, Tina DOMASK, Ross S SQUIRES of St. Louis Park, Minnesota**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of July, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-15
Agenda Topic Title for Publication:		Correction to BA# 20250701-19
Date of Meeting: July 15, 2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Mike Allen, County Sheriff		
Background: Supporting Documentation enclosed ☐		
BA#20250701-19 was adopted by the County Board at the July 1 st , 2025 that lacked critical information for official record.		
Options:		
1. To adopt the corrected recommendation of BA# 20250701-19		
2. Do not adopt		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To correct the motion adopted via BA #20250701-19 to hire Christopher Manders for the FT Jailer position, start date TBD, at Grade 6, Step 1, \$22.55/hr in accordance with County Policy.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-16
Agenda Topic Title for Publication:		Smieja & Wiener request for rezoning
Date of Meeting: 7/15/2025		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 parcels 21-0018900, 21-0018909, and a portion of 21-0018908 (SW 1/4 of the NE 1/4 & NW 1/4 of the SE 1/4, Section 18, Round Prairie TWP) was submitted on April 22, 2025. The request is to rezone this area from R-2 to AF-1. The application was reviewed by the Planning Commission during the June 5 th public hearing. The final recommendation from the Planning Commission was to grant the rezone with the condition below.		
Options:		
1. Grant the rezone 2. Deny the rezone 3. Remand back to the Planning Commission		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Adopt the findings of the Planning Commission and grant the rezoning of the identified parcels from R-2 to AF-1 with the following condition. 1. Establishment of a feedlot shall require registering with the County Feedlot Program.		

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

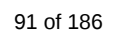
Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



ZONING AMENDMENT PROCEEDINGS

(REZONE)

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Angelo and Marjorie Smieja
Mailing Address: 23465 Ellis Court
Long Prairie, MN 56347

Property Owner: Angelo F. Smieja and Marjorie A. Smieja
Site Address: 23465 Ellis Court, Long Prairie, MN 56347
Parcel Number: 21-0018900, 21-0018909

Property Owner: Jacob B. Wiener and Amy L. Wiener
Site Address: 23468 Ellis Court, Long Prairie, MN 56347
Parcel Number: 21-0018908

REQUEST: Request to amend the Zoning District of R-2 Zoning to AF-1 Zoning District for Ag use.

The above entitled matter was heard before the Todd County Planning Commission on the 5th day of June, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property/properties:

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Rezoning request # ReZone-2025-05 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Establishment of a feedlot shall require registering with the County Feedlot Program.

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

**STATE OF MINNESOTA
COUNTY OF TODD**

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

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

21.56 Acre Tract

That part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 18, Township 128 North, Range 33 West, Todd County, Minnesota, described as follows:

Commencing at the east quarter corner of said Section 18;

thence South 89 degrees 06 minutes 20 seconds West, assumed bearing along the east-west quarter line of said Section 18, a distance of 1909.75 feet to the point of beginning of the land to be described;

thence North 14 degrees 51 minutes 20 seconds East 584.00 feet;

thence North 03 degrees 43 minutes 20 seconds East 98.14 feet to the southerly most corner of the plat of DISMAS ACRES, according to the recorded plat thereof;

thence North 43 degrees 04 minutes 21 seconds West, along the southerly line of said DISMAS ACRES, 672.06 feet;

thence North 15 degrees 23 minutes 24 seconds West, along said southerly line of DISMAS ACRES, 171.04 feet to a point on a 70.00 foot radius curve, which center of circle bears South 89 degrees 03 minutes 46 seconds West from said point, said curve also being said southerly line of DISMAS ACRES;

thence southwesterly, along said curve and along said southerly line of DISMAS ACRES, central angle 151 degrees 52 minutes 22 seconds, 185.55 feet;

thence South 89 degrees 03 minutes 46 seconds West, not tangent and along said southerly line of DISMAS ACRES, 273.31 feet to the west line of aforesaid Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$);

thence South 00 degrees 30 minutes 31 seconds East, along said west line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), a distance of 1290.25 feet to the center of aforesaid Section 18;

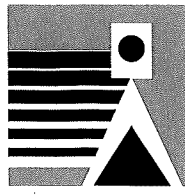
thence North 89 degrees 06 minutes 20 seconds East, along aforesaid east-west quarter line of Section 18, a distance of 741.34 feet to the point of beginning.

The tract contains 21.56 acres more or less, subject to any easements of record.

40.27 Acre Tract

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, Township 128 North, Range 33 West, Todd County, Minnesota.

The tract contains 40.27 acres more or less, subject to any easements of record.



Nyberg
SURVEYING

That part of Lot 4, Block one,
DISMAS ACRES lying within
the SW¹/₄ NE¹/₄ of Section 18,
Township 128 North, Range 33 West,
Todd County, Minnesota

320-762-4111

www.nybergsurveying.com



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion	☐ Report	20250715-17
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Shrock Request for CUP
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Date of Meeting: 7/15/2025	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

An application for CUP for Temporary Family Housing on parcel 09-0025700 (Germania TWP) was submitted on May 5, 2025. The application was reviewed by the Planning Commission during the July 3rd public hearing. The final recommendation from the Planning Commission was to grant the CUP with the condition below.

Options:

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

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following condition:
1. Applicant shall abide by Section 9.17 of the Todd County Planning and Zoning Ordinance.

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Eli J. and Lydiann L. Shrock
Mailing Address: 16612 County 22
Eagle Bend, MN 56446

Property Owner: Eli J. and Lydiann L. Shrock
Mailing Address: 16612 County 22
Eagle Bend, MN 56446

Site Address: 16612 County 22, Eagle Bend, MN 56446
Parcel Number: 09-0025700

REQUEST: Request for CUP Temporary Family Housing in AF-1 Zoning Districts

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of July, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

The West Half of the Southwest Quarter of Section 31, Township 132 North, Range 34 West of the Fifth Principal Meridian, Todd County, Minnesota.

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2025-012 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

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

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250715-18
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Coblentz Request for CUP
Date of Meeting: 7/15/2025		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 expand an existing greenhouse operation on parcel 26-0034300 (Ward TWP) was submitted on June 6, 2025. The application was reviewed by the Planning Commission during the July 3rd public hearing. The final recommendation from the Planning Commission was to grant the CUP with the conditions identified below.		
Options:		
1. Grant the CUP with the conditions below.		
2. Developing findings to deny the CUP.		
3. Remand back to the Planning Commission for further consideration.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Adopt the findings of the Planning Commission and grant the CUP with the following conditions. 1. The conditions of CUP#2022-009 shall be applied to granting of the proposed expansion of 4 additional greenhouses. 2. The applicant shall be limited to 4 additional greenhouse structures. Additional greenhouses shall require the review of the Planning Commission.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Jason J. & Susanna Coblentz
Mailing Address: 25992 County 18
Browerville, MN 56438

Property Owner: Jason J. & Susanna Coblentz
Mailing Address: 25992 County 18
Browerville, MN 56438

Site Address: 25992 County 18, Browerville, MN 56438
Parcel Number: 26-0034300

REQUEST: Request for CUP to expand their existing greenhouse operation to four additional structures in R-10 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of July, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

SECT-34 TWP-131 RANG-33
BEG AT NE COR OF SOUTH OAK VIEW, W 600 FT,
S 117.02 FT, W 158.90 FT, N 847.90 FT, E
758 FT TO E LINE OF E2 SW4, S 730.88 FT TO
BEG, BEING PART OF E2 SW4
13.16 ACRES

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2025-013 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. The conditions of CUP#2022-009 shall be applied to granting of the proposed expansion of 4 additional greenhouses.
2. The applicant shall be limited to 4 additional greenhouse structures. Additional greenhouses shall require the review of the Planning Commission.

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion	☐ Report	20250715-19
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	New Heights Dairy Request for CUP
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Date of Meeting: 7/15/2025	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
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Person Presenting Topic at Meeting: Adam Ossefoort
--

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

An application for CUP to expand an existing feedlot on parcel 07-0008801 (Eagle Valley TWP) was submitted on June 6, 2025. The request is to expand the existing feedlot from 1752 animal units to 1997.4 animal units. The application was reviewed by the Planning Commission during the July 3rd public hearing. The final recommendation from the Planning Commission was to grant the CUP with the conditions below.

Options:

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

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the conditions below.

1. Issuance of the NPDES Feedlot permit and verification supplied to the County prior to issuance of any land use permits for expansion to the feedlot operation.
2. Expansion to the existing liquid manure storage area shall be conducted in compliance with Section 9.11 of the Todd County Planning and Zoning Ordinance.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.
4. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
5. Applicant must abide by all other applicable federal, state, and local standards.

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

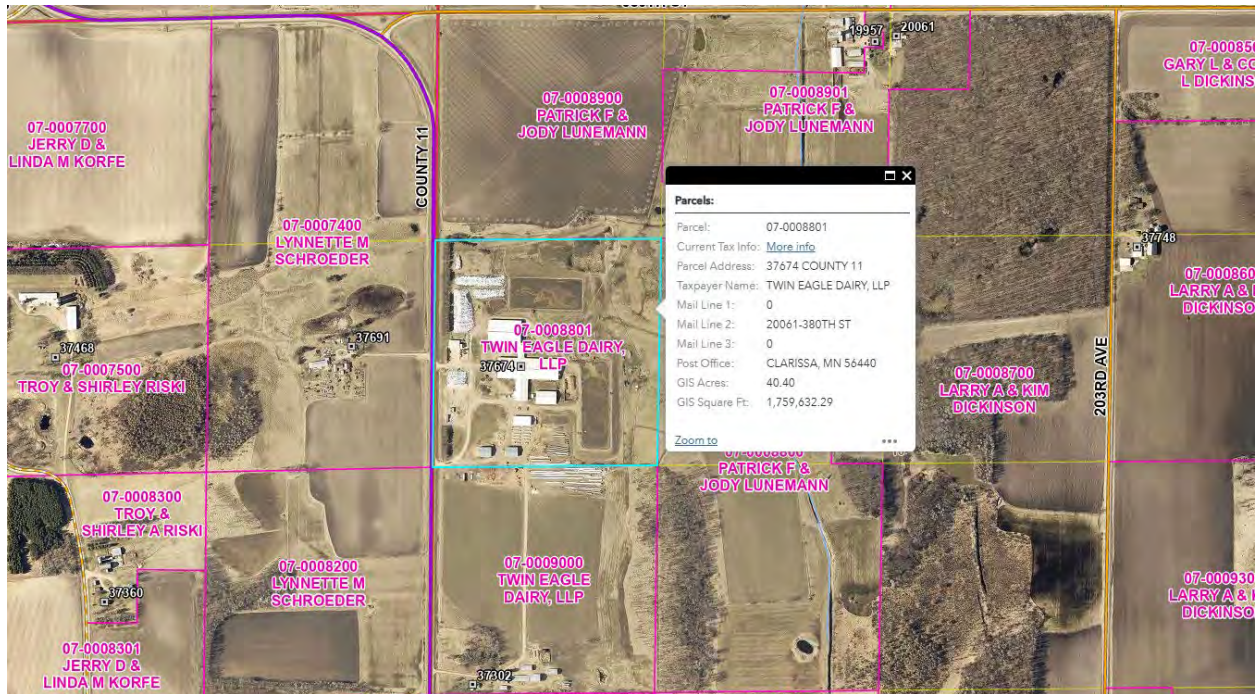
Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: New Heights Dairy
Mailing Address: 3145 155th St. NW
Rice, MN 56367

Property Owner and Mailing Address:

Myron N. Czech & Debra L. Czech, 12662 125th Street, Little Falls, MN 56345
Brent J. Czech, 3145 155th St., NW, Rice, MN 56367

Site Address: 37674 Co Hwy 11, Clarissa, MN 56440
Parcel Number: 07-0008801

REQUEST: Request for CUP to expand their existing facility by adding a 132' x 118' addition, expand from 1752 AU to 1997.4 AU. Final head count will be 502 dairy calves and 1355 dairy cows > 1000 lbs. and adding a sand separation lane and stockpile area in AF-1 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 3rd day of July, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

See Exhibit "A"

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2025-014 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Issuance of the NPDES Feedlot permit and verification supplied to the County prior to issuance of any land use permits for expansion to the feedlot operation.
2. Expansion to the existing liquid manure storage area shall be conducted in compliance with Section 9.11 of the Todd County Planning and Zoning Ordinance.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.
4. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.

5. Applicant must abide by all other applicable federal, state, and local standards.

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

**STATE OF MINNESOTA
COUNTY OF TODD**

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

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

Parcel A: The Southwest Quarter of the Northwest Quarter (SW¼ of NW¼), Section Ten (10), Township One Hundred Thirty-one (131), Range Thirty-four (34). Parcel A-1: The West 300 feet of the Southeast Quarter of the Northwest Quarter (SE¼ of NW¼) of Section Ten (10), Township One Hundred Thirty-one (131), Range Thirty-four (34). Parcel A-2: That part of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) and that part of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼), all in Section Ten (10), Township One Hundred Thirty-one (131), Range Thirty-four (34), Todd County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼); thence North 00 degrees 29 minutes 17 seconds East, assumed bearing, 300.03 feet along the west line of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) to the intersection with the north line of the South 300.00 feet of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼); thence North 89 degrees 40 minutes 54 seconds East 1242.43 feet along said north line of the South 300.00 feet of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼); thence South 00 degrees 52 minutes 17 seconds West 99.07 feet; thence North 89 degrees 46 minutes 22 seconds East 389.18 feet to the intersection with the east line of the West 300.00 feet of said Northeast Quarter of the Northwest Quarter (NE¼ of NW¼); thence South 00 degrees 40 minutes 46 seconds West 200.36 feet along said east line of the West 300.00 feet of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) to its intersection with the south line of said Northeast Quarter of the Northwest Quarter (NE¼ of NW¼); thence South 89 degrees 40 minutes 54 seconds West 1630.29 feet along said south line of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) and the south line of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) to the point of beginning, Subject to County 11 on the west, Todd County, Minnesota.

Deeded acres:	60.10
Will use as primary residence:	No
What is included in the sale:	Land and Buildings
New construction:	No

Property Location(s)

Property location:	37674 Cty 11, Clarissa, 56440
--------------------	-------------------------------

Preliminary Parcel IDs

Parcels to be split or combined:	Yes
Primary parcel ID:	07-0008801
Additional parcel ID(s):	07-0008800, 07-0008900

Use(s)



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250715-20
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		Johnson Request for CUP
Date of Meeting: 7/15/2025		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 an outdoor shooting range on parcels 21-0007702 and 21-0007703 (Round Prairie TWP) was submitted on April 3, 2025. The application was reviewed by the Planning Commission during the May, June, and July public hearings. The final recommendation from the Planning Commission was to grant the CUP with the conditions identified below.		
Options:		
1. Grant the CUP with the proposed conditions.		
2. Establish findings to deny the CUP.		
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. Discharge of firearms on the site shall be limited to 7 am to 10 pm. 2. Off-street parking shall be provided for all business traffic. 3. Upon closure of the operation, the site shall be closed in compliance with Minnesota Pollution Control Standards. 4. Construction Stormwater Permitting shall be obtained prior to the start of construction, if applicable. 5. Establishment of a 911 address number and placement of a physical sign for emergency services. 6. All onsite lighting shall be affixed in a downward direction and shall not cast light across any property boundary. 7. Restroom facilities shall be provided onsite. 8. Construction of shooting range baffles on the rifle and handgun ranges in compliance with the NRA Range Source Guide. 9. Shooting range shall be limited to 7 shooting lanes and one 30'x20' structure as identified in the application. Additional lanes and structures shall require the review of the Planning Commission. 10. Perimeter fencing shall be established around the entire perimeter of the shooting range. Fencing shall consist of mesh or similar style fence no less than 6' in height. 11. Applicant shall obtain all additional permitting and/or licensing from additional government agencies including the Minnesota Department of Natural Resources and the Minnesota Pollution Control Agency.		

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

Auditor/Treasurer Archival Purposes Only:

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



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Mark Johnson
Mailing Address: 441 8th Street West
Browerville, MN 56438

Property Owner: Steven V. & Tammy L Goertz
Mailing Address: 23533-202nd St.
Long Prairie, MN 56347

Site Address: 23576 200th St., Long Prairie, MN 56347
Parcel Number: 21-0007702 & 21-0007703

1. **REQUEST:** Request for CUP to berm and operate a functional shooting range in Commercial Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 1st day of May, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

See Tract "A"

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2025-007 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Discharge of firearms on the site shall be limited to 7 am to 10 pm.
2. Off-street parking shall be provided for all business traffic.
3. Upon closure of the operation, the site shall be closed in compliance with Minnesota Pollution Control Standards.
4. Construction Stormwater Permitting shall be obtained prior to the start of construction, if applicable.
5. Establishment of a 911 address number and placement of a physical sign for emergency services.
6. All onsite lighting shall be affixed in a downward direction and shall not cast light across any property boundary.

7. Restroom facilities shall be provided onsite.
8. Construction of shooting range baffles on the rifle and handgun ranges in compliance with the NRA Range Source Guide.
9. Shooting range shall be limited to 7 shooting lanes and one 30'x20' structure as identified in the application. Additional lanes and structures shall require the review of the Planning Commission.
10. Perimeter fencing shall be established around the entire perimeter of the shooting range. Fencing shall consist of mesh or similar style fence no less than 6' in height.
11. Applicant shall obtain all additional permitting and/or licensing from additional government agencies including the Minnesota Department of Natural Resources and the Minnesota Pollution Control Agency.

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

**STATE OF MINNESOTA
COUNTY OF TODD**

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

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

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

SE1/4 SW1/4

Proposed Land Description:

TRACT "A"

That part of the Southeast Quarter of the Southwest Quarter and that part of the Southwest Quarter of the Southeast Quarter, Section 6, Township 128 North, Range 33 West, Todd County, Minnesota, described as follows:

Beginning at the South Quarter Corner of said Section 6;

thence South 88°37'03" West, assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, 267.21 feet;

thence North 03°16'26" East, 564.82 feet;

thence South 86°24'36" East, 140.36 feet;

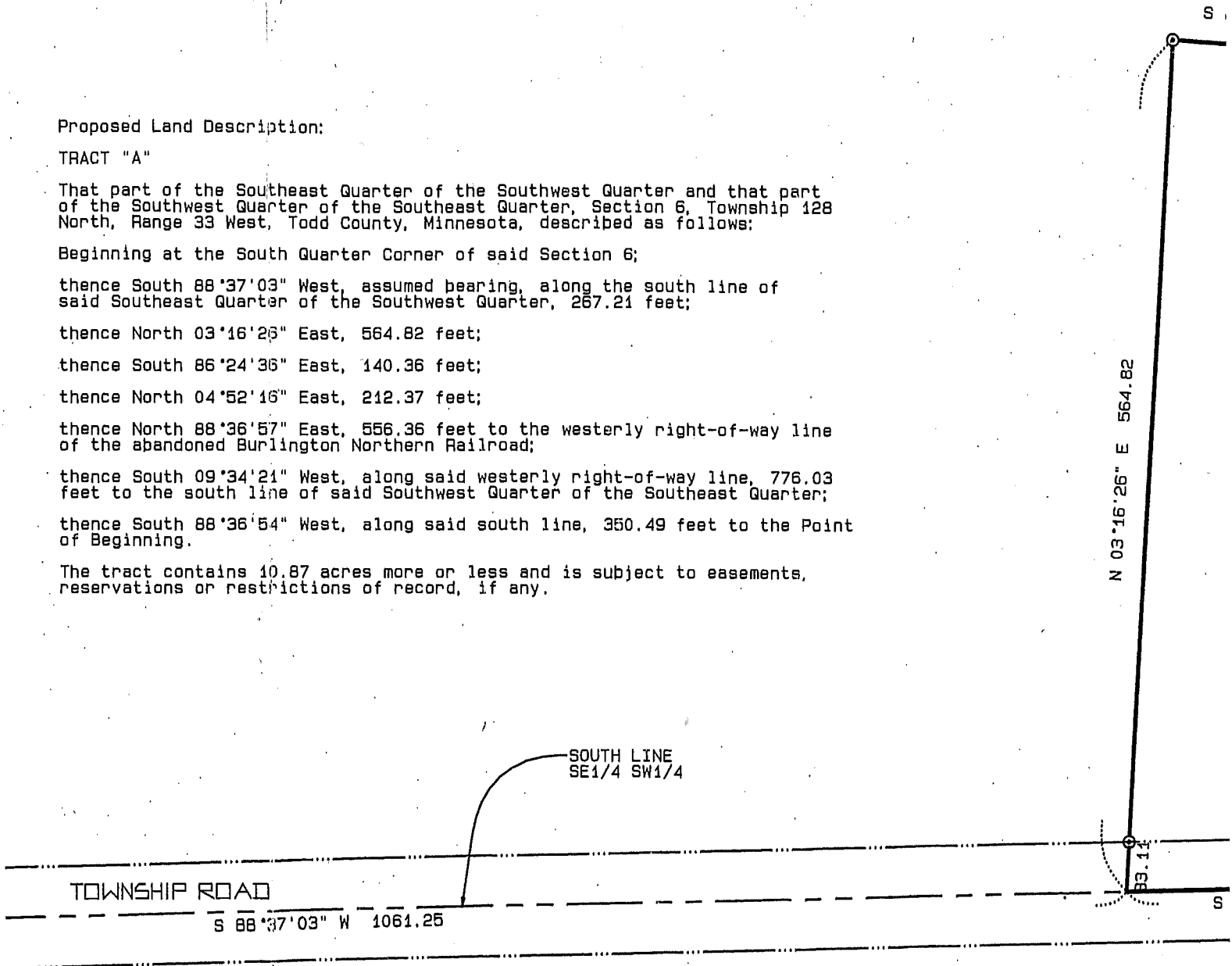
thence North 04°52'16" East, 212.37 feet;

thence North 88°36'57" East, 556.36 feet to the westerly right-of-way line of the abandoned Burlington Northern Railroad;

thence South 09°34'21" West, along said westerly right-of-way line, 776.03 feet to the south line of said Southwest Quarter of the Southeast Quarter;

thence South 88°36'54" West, along said south line, 350.49 feet to the Point of Beginning.

The tract contains 10.87 acres more or less and is subject to easements, reservations or restrictions of record, if any.



Property ID number: 21-0007702

Property Description:

SECT – 06 TWP – 128 RANG – 33

ALL THAT PORTION OF BURLINGTON NORTHERN RR

CO 100 FT ROW OVER AND ACROSS SW4 SE4 EXC

THE N 260 FT.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-21
Agenda Topic Title for Publication:	Waste Delivery Agreement Renewal with WM of MN	
Date of Meeting: July 15, 2025	Agenda Time Requested: 10 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste Department		
Person Presenting Topic at Meeting: Chris McConn		
Background: Supporting Documentation enclosed ☒		
See Attached Memo. Todd County's Waste Delivery Agreement with Waste Management of Minnesota has expired. Staff have worked with Attorney Kevin Johnson (Husch Blackwell) to prepare the attached updated Waste Delivery Agreement.		
Options:		
1. Authorize Solid Waste Director to sign the attached five-year Waste Delivery Agreement with Waste Management of Minnesota.		
2. Do not authorize solid waste director to sign the attached waste delivery agreement.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Authorize Solid Waste Director to sign the attached five-year Waste Delivery Agreement with Waste Management of Minnesota.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



MEMORANDUM

DATE: June 30, 2025

TO: Todd County Board of Commissioners

FROM: Chris McConn, Solid Waste Director

CC: Mike Eberle, Landfill and Transfer Station Supervisor

RE: Waste Delivery Agreement Renewal with Waste Management of Minnesota

I. BACKGROUND

In 2018 and 2019, Todd County entered into Waste Delivery Agreements (WDA) with licensed waste haulers, including Waste Management of Minnesota (WM of MN). The WDAs and the Waste Designation Ordinance have protected our vested interest in the Perham Resource Recovery Facility (PRRF). The WDAs and ordinance require all processible municipal solid waste (MSW) generated in Todd County be delivered to the County so it may be processed at PRRF.

II. SUPPORTING INFORMATION

WM of MN's WDA expired on or about December 31, 2022. An updated agreement has been prepared with the assistance of Attorney Kevin Johnson (Husch Blackwell). Related to this process, Todd County and Wadena County are aware that Waste Management for several years has delivered MSW collected in Wadena County to Todd County's Transfer Station. Until 2025, there was no out-of-county tipping fee established in Todd County. Effective January 1, 2025, Todd County approved an out-of-county rate that is twice the "normal" in-county rate. Todd and Wadena County have discussed this individually at committee meetings and have expressed a willingness to let these deliveries continue, provided that Wadena County is compensated at their current tipping fee (less discount) for each ton of Wadena County MSW delivered to Todd County. Each ton delivered to Todd County would be recorded as a ton of Wadena County MSW received at the Perham Resource Recovery Facility. The attached Waste Delivery Agreement does not preclude this option.

III. RECOMMENDATION

The Department respectfully requests authorization to sign the five-year Waste Delivery Agreement with Waste Management of Minnesota.

**TODD COUNTY
WASTE DELIVERY AGREEMENT
2025-29**

PARTIES

This Waste Delivery Agreement ("Agreement"), which is effective as of January 1, 2025, is made by and between Todd County ("County"), a Minnesota county, and Waste Management of Minnesota, Inc. (the "Hauler"), 800 Capitol Street, Suite 3000, Houston, TX 77002, a corporation organized under the laws of the State of Minnesota.

RECITALS

WHEREAS, the County is a member of the Prairie Lakes Municipal Solid Waste Authority and is obligated to deliver Acceptable Waste generated in the County to the Authority's Resource Recovery Facility in Perham, Minnesota;

WHEREAS, the County wishes to ensure the protection of the environment and protect against environmental liability for itself, residents, businesses and institutions in the County by ensuring delivery of Acceptable Waste generated in the County to the Perham Facility;

WHEREAS, it is the desire of the County to reduce the volume and toxicity of Solid Waste generated in the County and to recover resources and energy contained in such Solid Waste;

WHEREAS, the County has the authority to enter into a delivery agreement with the Hauler, pursuant to Minnesota Statutes chapters 115A, 145A, 116 and 400;

WHEREAS, the Hauler desires to enter into an agreement with the County to deliver Acceptable Waste to the County; and

WHEREAS, entering into this Agreement will be mutually beneficial to both the Hauler and the County.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, and in order to permit the County to accomplish the goals and objectives set out in the County Solid Waste Management Plan as well as Minnesota Statutes chapters 115A, 145A, 116 and 400, the parties agree as follows:

ARTICLE I. TERM

This Agreement shall commence on its effective date and shall terminate after Five(5) years, unless terminated earlier pursuant to this Agreement.

ARTICLE II. DEFINITIONS

- A. **"Acceptable Waste"** means garbage, refuse and Mixed Municipal Solid Waste (as defined in Minn. Stat. §115A.03) from residential, commercial, industrial, and community activities,

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

but does not include Unacceptable Waste.

- B. **"Contracted Tipping Fee"** has the meaning set forth in Article VI.A.
- C. **"Designated Area"** means all of Todd County.
- D. **"Designated Facility"** means the Transfer Station.
- E. **"Hazardous Waste"** means any refuse, sludge, or other waste material or combinations of refuse, sludge, or other waste materials in solid, semi-solid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives.
- F. **"Mixed Municipal Solid Waste"** means:
 - 1. Garbage, refuse, and other Solid Waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in paragraph 2.
 - 2. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams, including items banned by Minnesota Solid Waste Statutes and Rules.
- G. **"Perham Facility"** means the Perham Resource Recovery Facility owned and operated by the Prairie Lakes Municipal Solid Waste Authority in Perham, Minnesota.
- H. **"Recyclable Material"** means materials that are separated from Solid Waste for the purpose of recycling, including paper, glass, plastics, metals, automobile oil, and batteries.
- I. **"Solid Waste"** means garbage, refuse, construction and demolition debris, sludge from a water supply treatment plant or air contaminant treatment facility and other discarded waste materials and sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, and from community activities. It does not include Hazardous Waste, animal waste used as fertilizer, earthen fill, boulders, rock, sewage sludge, solids or dissolved material in domestic sewage or dissolved materials in irrigation return flows or other common pollutants in waste resources, such as silt. It does not include dissolved or suspended solids in industrial wastewater effluents or discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended. It also does

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**Waste Delivery Agreement
2025-29**

not include source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended.

- J. **"Solid Waste Ordinance"** means the Todd County Solid Waste Ordinance.
- K. **"Tipping Fee"** is the posted fee charged to any hauler that does not have a Delivery Agreement with the County for use of the Designated Facility.
- L. **"Transfer Station"** means the Todd County Transfer Station located on Highway 71 in Browerville, Minnesota.
- M. **"Unacceptable Waste"** means those Solid Wastes which cannot be accepted for processing or disposal by the Designated Facility.

ARTICLE III. REPRESENTATIONS

A. HAULER REPRESENTATIONS

- 1. The Hauler is a corporation duly organized, validly existing, and properly qualified to do business under the laws of the State of Minnesota.
- 2. The Hauler has full power and authority to execute the Agreement, and such execution constitutes a binding legal obligation of the Hauler that is fully enforceable in accordance with its terms and conditions.
- 3. The execution of the Agreement does not conflict with any other agreement, indenture, or instrument to which the Hauler is a party.
- 4. Based upon its collection and delivery records, written contracts or other evidence satisfactory to the County, the Hauler collects an average annual tonnage of Six Hundred Twenty (620) tons of Acceptable Waste in the Designated Area.
- 5. The Hauler has or will obtain all equipment and personnel necessary to fulfill its obligations under this Agreement, and will maintain all accounting and billing systems necessary to fulfill its obligations under this Agreement and under applicable ordinances, and will further fully comply with all applicable licenses, permits, laws or ordinances.
- 6. In accordance with the terms of this Agreement, the Hauler is able to deliver to the Designated Facility all Acceptable Waste collected by it in the Designated Area.

B. COUNTY REPRESENTATIONS

- 1. The County is a Minnesota county, organized pursuant to Minnesota Statutes chapter 373.

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

2. The execution of this Agreement by the Chair of the County has been duly authorized and approved by the County Board of Commissioners.

ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS

- A. The Hauler shall at all times operate its business of collecting, transporting and disposing of Mixed Municipal Solid Waste in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.
- B. The Hauler shall obtain and maintain all necessary licenses, permits and other authorizations required by the County, each municipality or township within the County, the Minnesota Pollution Control Agency and any other governmental agency having jurisdiction over its activities.
- C. The Todd Designation Ordinance shall not apply to Hauler during the term of this Agreement so long as the Agreement remains in effect and Hauler remains in compliance with the Agreement.

ARTICLE V. OPERATIONS

A. DELIVERY OF ACCEPTABLE WASTE

1. Except as otherwise provided in this Agreement, the Hauler agrees to deliver any and all Acceptable Waste that it collects in the Designated Area to the Designated Facility. Hauler will notify the County in writing if Hauler anticipates substantial changes in the anticipated tonnage or type of Acceptable Waste to be delivered to the Designated Facility at least two (2) weeks in advance. The Hauler agrees that it will not deliver Acceptable Waste generated in the Designated Area to another facility unless directed by the County to do so. Effective August 1, 2025, Hauler may also deliver Acceptable Waste generated in Wadena County to the Designated Facility unless the County is unable to accept such Wadena County Acceptable Waste.
2. The Hauler must deliver directly to the Designated Facility.
3. The Hauler agrees not to deliver any Unacceptable Waste to the Designated Facility. The Designated Facility will not accept any Waste that does not constitute Acceptable Waste. The Designated Facility shall have the right, but not the obligation, to inspect all vehicles delivering Waste to the Designated Facility. No inspection or lack of an inspection by the Designated Facility shall limit the obligation of the Hauler to deliver only Acceptable Waste to the Designated Facility.
4. The Hauler agrees that it will not mix Acceptable Waste generated outside the Designated Area with Acceptable Waste generated inside the Designated Area, unless mutually agreed to in writing by the parties. Hauler and the County shall,

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Waste Management of MN**

**Waste Delivery Agreement
2025-29**

not more than annually, discuss amounts and source locations of Acceptable Waste generated outside the Designated Area that Hauler proposes to mix with Acceptable Waste generated in the Designated Area. The County shall consider such proposed amounts and shall not unreasonably withhold approval of such amounts. If either Party believes a significant change in such amounts is occurring or will occur, the Party shall notify the other Party of such amounts for consideration during the annual review. The Hauler agrees that the Designated Facility may reject any and all loads containing Acceptable Waste generated outside the Designated Area that have not received the prior written approval of the County.

5. The Hauler is not obligated by this Agreement to deliver to the Designated Facility Recyclable Materials that have been separated from the Acceptable Waste for recycling, or yard waste separated from Acceptable Waste for delivery to a yard waste facility. The Hauler shall deliver separated Recyclable Materials only to a recycling facility or market where no more than Fifteen Percent (15%) by volume of all Recyclable Materials received results in residue that is not recycled. No more than annually, the County may request that Hauler provide documentation to the County that demonstrates compliance with this paragraph.
6. If the Hauler separates Recyclable Materials from Acceptable Waste that Hauler collects from within the Designated Area, the Hauler shall ensure that residual materials left after such separation, shall be delivered to the Designated Facility, unless they constitute Unacceptable Waste.

**B. REJECTION OF DELIVERIES AND RESPONSIBILITIES FOR
HAZARDOUS, UNACCEPTABLE AND OUT-OF-DESIGNATED-AREA
WASTE**

A delivery of Waste may be rejected at the Designated Facility under one or more of the following circumstances:

1. The Hauler may be denied entrance if Waste is delivered at hours other than those specified herein, unless permission has otherwise been granted as provided herein.
2. The Hauler may be denied entrance if it is not current on payment of tipping fees.
3. The Hauler may be denied entrance if there is a reasonable basis to believe that the vehicle contains Hazardous Waste, Unacceptable Waste, or Acceptable Waste generated outside the Designated Area that has not been agreed to in writing by the County. At the Hauler's expense, the Designated Facility operator may require the Hauler to recover and dispose of waste deposited that contains Hazardous Waste, Unacceptable Waste (including Acceptable Waste contaminated by Unacceptable Waste) or Acceptable Waste generated outside the Designated Area that has not received written approval of the County. If the operator has reasonable, factual information indicating that Hazardous

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Waste Management of MN**

**Waste Delivery Agreement
2025-29**

Waste, Unacceptable Waste or Acceptable Waste generated outside the Designated Area was delivered by the Hauler, and the Hauler has left the Designated Facility tipping floor, the Hauler agrees to return and remove such waste, and dispose of it in accordance with all applicable federal, state and local laws. Any waste deposited and later removed by Hauler at the direction of the Designated Facility operator shall be charged the appropriate tipping fee. Hauler agrees to report to the County in writing within one (1) week the ultimate disposition, including facility name and location, of any waste that was denied entrance at a Designated Facility, or that was deposited and rejected by the Designated Facility, and was recovered and disposed of elsewhere by the Hauler.

In the event waste is rejected by the operator of the Designated Facility, the Hauler shall be provided with documentation certifying the rejection and reasons therefor. All costs of removal and disposal of waste under such circumstances shall be borne by the Hauler.

C. GENERAL DELIVERY REQUIREMENTS

1. The Hauler agrees that it shall comply with such reasonable rules and regulations regarding the use of the Designated Facility as the Designated Facility may periodically adopt.
2. Subject to special notice from the County, the Hauler may deliver Acceptable Waste to the Designated Facility during posted hours.
3. Subject to applicable ordinances and in the event of a natural disaster or other emergency, delivery hours and days the Designated Facility are available may be adjusted, and written or verbal notice of such adjustment will be provided to the Hauler as soon as possible.
4. All Hauler vehicles that deliver Waste to the Designated Facility shall prominently display on the outside of the vehicle the County identification license decal as assigned by County licensing provisions. Hauler shall follow such other reasonable identification procedures as the County or the Designated Facility may require.
5. The Hauler, acting through its drivers, shall state the origin by county of collected Waste on the Designated Facility scale ticket at time of delivery to the Designated Facility, and the percentage that was collected in the County.
6. At its expense, the Hauler shall be solely responsible for the provision of all personnel and equipment necessary to transport all Waste delivered under this Agreement.

ARTICLE VI. TIPPING FEES

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

- A. The Tipping Fee for delivery of Acceptable Waste to the Designated Facility shall initially be One Hundred Forty-Nine Dollars and Fifty Cents (\$149.50) per ton of Acceptable Waste. As with all Haulers having Waste Delivery Agreements with the County, the County will provide Hauler an incentive of Ten Dollars (\$10.00) per ton of Acceptable Waste delivered to the Designated Facility ("Contracted Hauler Incentive Payment"). The Tipping Fee minus the Contracted Hauler Incentive Payment will be the Contracted Tipping Fee and shall initially be One Hundred Thirty-Nine Dollars and Fifty Cents (\$139.50). The Tipping Fee for delivery of Wadena County Acceptable Waste shall be the Todd County Out-of-County Waste Tipping Fee in effect at the time of delivery, minus the discount for Contract Haulers. The County agrees to notify the Hauler in writing at least sixty (60) days prior to the effective date of an adjustment of the Tipping Fee or the Contracted Tipping Fee at the Designated Facility. In the event the County eliminates the Contracted Hauler Incentive Payment such that the Contracted Tipping Fee at a Designated Facility is effectively the same as the Tipping Fee, Hauler may terminate this Agreement by providing County with at least thirty (30) days advance written notice.
- B. The County must charge the Hauler a Contracted Tipping Fee that is less than or equal to the fee charged to any other Hauler under contract with the County who delivers waste to a Designated Facility. Any Haulers electing to be subject to the Todd Designation Ordinance, or otherwise not subject to a similar Waste Delivery Agreement with the County will be charged the Tipping Fee.
- C. In addition to the Contracted Tipping Fee, Hauler shall be responsible for payment of all applicable taxes, surcharges and other fees established by the State of Minnesota or other governmental body having jurisdiction.
- D. The Hauler agrees to comply with such reasonable billing and payment procedures as the Designated Facility operator or the County may periodically adopt.
- E. For purposes of determining the amounts due, the number of tons of Acceptable Waste delivered to and accepted at the Designated Facility, or any alternative facilities designated by the County during the month, shall be established by the weight records from the scales at the Designated Facility. In the event the scales are down and no alternative scale has been identified by the facility, cubic yards will be converted into weights following the procedures set forth in the Minnesota Department of Revenue regulations for collecting landfill fees and taxes.

ARTICLE VII. NOTICE REQUIREMENTS

- A. The County may not arbitrarily terminate, suspend, or curtail services provided to the Hauler under this Agreement without the consent of the Hauler or without just cause in accordance with Article VIII.D.
- B. The County shall provide to Hauler at contract execution the current definition or understanding of Unacceptable Waste at each Designated Facility and shall notify the

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

Hauler in writing by certified mail at least thirty (30) days prior to the change if the Designated Facility add any materials, chemicals, or other substances to the definitions of Unacceptable Waste.

ARTICLE VIII. DEFAULT

A. HAULER DEFAULT

Any of the following shall constitute default by the Hauler:

1. Failure to comply with all legally applicable laws, ordinances, rules and regulations relating to waste hauling, including the County's Solid Waste Ordinance, but excluding the County's Waste Designation Ordinance;
2. Failure to maintain insurance as required by this Agreement;
3. Hauling Acceptable Waste to a landfill, site or other facility other than the Designated Facility, unless directed to or agreed to by the County;
4. Delivery of Hazardous Waste, Unacceptable Waste or Acceptable Waste generated outside the Designated Area that has not received the written approval of the County to the Designated Facility, and failure to comply with rejection procedures provided for in Article V.B;
5. Failure to make timely payment of Contracted Tipping Fees in accordance with Article VI.C;
6. Persistent and repeated uncured failure to fulfill material obligations under this Agreement;
7. If the Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law [or makes any general assignment for the benefit of its creditors without complying with the provisions in Article X.D regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Hauler which prevents or impairs the Hauler's ability to perform all terms and conditions of this Agreement; or
8. Transfer of any interest under this Agreement, whether by subcontract, assignment or novation, in violation of Article X.D.

B. COUNTY DEFAULT

The following shall constitute a default by the County:

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

The persistent or repeated failure to fulfill material obligations under this Agreement.

C. DEFAULT REMEDIES

Upon the occurrence of an event of default, the non-defaulting party shall provide written notice of the default to the defaulting party. If the defaulting party has not cured the default within thirty (30) days of the date of the notice of default, the non-defaulting party may terminate this Agreement or pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. The County retains the right to enforce against the Hauler all applicable ordinances, regulations, statutes or permits, except the Todd Designation Ordinance for so long as this Agreement is in effect and Hauler remains in compliance.

D. MANNER OF EXERCISE

Unless otherwise stated, no Agreement remedy conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law, or in equity or by statute. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right and power may be exercised from time to time and so often as may be deemed expedient by the County or Hauler.

E. ATTORNEYS' FEES AND EXPENSES

If an event of default occurs and the non-defaulting party should employ attorneys or incur other expenses for the collection of any sums owing to the non-defaulting party under this Agreement, or in the enforcement of performance of any obligation or agreement on the part of the defaulting party, the defaulting party will, on demand, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred if the non-defaulting party prevails in its action.

F. COUNTY ENFORCEMENT OF AGREEMENT

The County may enforce this Agreement by seeking temporary and permanent injunctive relief, and the County may avail itself of any other remedies provided by law. In the event Hauler breaches this Agreement by delivering waste to a facility not authorized hereunder, and if, after notice by the County, Hauler continues to deliver waste in violation of the Agreement, the Hauler will be liable to the County for the reasonable legal fees and costs of suit incurred by the County

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

in connection with enforcement of the Agreement.

ARTICLE IX. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION OF COUNTY

The Hauler shall indemnify, defend, save, and hold harmless the County, and its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits (including reasonable attorneys' fees and costs) whatsoever arising out of any negligent act or negligent omission on the part of the Hauler or its contractors, agents, servants or employees in the performance of or in relation to any of the actions, work or services to be performed or furnished by the Hauler under the terms of this Agreement, or arising from Hauler's violation of any representation, covenant or condition of this Agreement.

B. INDEMNIFICATION OF HAULER

Except as otherwise provided in this Agreement, the County shall indemnify the Hauler for any claims, damages, losses, liabilities, costs, expenses and lawsuits (including reasonable attorneys' fees and costs) arising from or out of the negligence of the County, its employees or agents in connection with the County's performance under this Agreement or arising from the County's violation of any representation, covenant or condition of this Agreement.

The parties agree that the exceptions from the tort liability and immunity accorded the County pursuant to Minn. Stat. §466.03, and as subsequently amended, shall continue in full force and effect. Nothing in this Agreement shall waive, or be deemed or constructed to waive, the exceptions from tort liability and immunity accorded the County by Minn. Stat. §466.03, as amended.

C. INSURANCE

During the term of this Agreement, the Hauler shall obtain and keep in force the types and amounts of insurance required pursuant to the County's Solid Waste Ordinance.

ARTICLE X. MISCELLANEOUS

A. AUDIT

All books, records, documents and accounting procedures and practices of the Hauler relevant to this Agreement are subject to examination by the County and the State Auditor, as appropriate. The County will provide reasonable notice prior to the County's examination of the above-listed items and will pay the costs of any such audit initiated by the County.

B. NOTICE

All written notices required by this Agreement shall be either hand delivered or mailed to

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

the Hauler and the County at the following addresses or such other address as may be provided in writing to the other party from time to time:

County:	Chris McConn Director Todd County Solid Waste 1115 North Tower Road Fergus Falls, MN 56537
Hauler:	Attn: Legal Department Waste Management of Minnesota, Inc. 800 Capitol Street, Suite 3000 Houston, TX 77002

C. RELATIONSHIP OF THE PARTIES

For the purposes of this Agreement, the Hauler shall be deemed to be an independent contractor and not an employee of the County. The Hauler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Agreement. Any and all agents, servants, or employees of the Hauler or other persons, while engaged in the performance of any work or services required to be performed under this Agreement, shall not be considered employees of the County. The Hauler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of Board employees except as otherwise may be stated herein.

D. ASSIGNMENT

Hauler shall notify the County in writing of its intent to assign or transfer all or a portion of its hauling business or assets in the Designated Area at least sixty (60) days prior to completing such an assignment or transfer. Upon such transfer or assignment, the assignee/transferee shall be bound by the covenants herein, and no such assignment/transfer shall be permissible unless the assignee consents to be bound by the terms of this Agreement.

E. SURVIVAL INDEMNITIES

The indemnities of the parties under Articles IX.A and IX.B of this Agreement, and the remedies of either party for the breach of such indemnities by the other party, shall survive the execution and term of this Agreement.

F. WAIVER

The waiver of any of the rights and/or remedies arising under the terms of the Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of the Agreement. The rights and remedies provided under the terms of the Agreement are cumulative and not mutually exclusive.

**Todd County/
Waste Management of MN**

**Waste Delivery Agreement
2025-29**

G. EQUAL OPPORTUNITY LAWS

The Hauler agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders prohibiting unlawful discrimination on account of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership on a local human rights board, disability, sexual orientation or age.

H. ENTIRE AGREEMENT

The Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

I. GOVERNING LAW AND VENUE

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regard to conflicts of laws principles. Any litigation related to this Agreement shall be venued in the Seventh Judicial District of Minnesota District Court in the County.

J. ALTERATION CLAUSE

Any alteration, modification, amendment or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by each of the parties.

K. EARLY TERMINATION

1. In the event that the Hauler and the County mutually agree in writing to terminate this Agreement, such termination shall take effect immediately, in which event neither party shall have any further rights against the other party pursuant to this Agreement except as it would relate to the collection of fees and expenses for services and/or waste delivered prior to such termination.
2. In the event the Designated Facility or the Perham Facility permanently ceases operations, this Agreement may be terminated by the County by at least 30-day advance written notice specifying the termination date. In this event, neither party shall have any further rights against the other party pursuant to this Agreement, except as it would relate to the collection of fees and expenses for services and/or waste delivered prior to such termination.
3. In the event of a default that is not cured by the defaulting party within the thirty (30) day period pursuant to Article VIII.C, the non-defaulting party may terminate this Agreement upon written notice to the party in default.

L. UNFORESEEN CIRCUMSTANCES

The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance, provided that the non-performing party gives the other party prompt written notice describing the Unforeseen Circumstance and the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing actions taken to resolve the Unforeseen Circumstance. "Unforeseen Circumstance" means any act, event or condition that has had, or will have, a material adverse effect on the rights or obligations of a party to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon for non-performance. Such acts or events may include, but shall not be limited to, and are qualified by the following:

1. An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Designated Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; or acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
2. The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the operation of the Designated Facility; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action or inaction of such party;
3. A change in law which prohibits or substantially prohibits the cost-effective operation of the Designated Facility;
4. The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Designated Facility is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Designated Facility site which are required for and essential to the operation of the Designated Facility; and
5. The failure of any subcontractor or supplier to furnish labor, services, materials or equipment during the term of this Agreement provided that such failure is caused by an Unforeseen Circumstance and materially adversely affects the Hauler's ability to perform its obligations, and the Hauler is not able reasonably to obtain substitute labor, services, materials or equipment during the term of this Agreement. Strikes by the Hauler's employees or employees of subcontractors or failure of any supplier, uncontrolled by the Hauler, to furnish labor, services, materials or equipment during the term of this Agreement due to strikes by their employees shall not constitute an Unforeseen Circumstance.

**Todd County/
Waste Management of MN**

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2025-29**

M. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

N. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below.

TODD COUNTY

WASTE
MANAGEMENT OF
MINNESOTA, INC.

By: _____

Its: _____

Dated: _____

Signed by:
By: **Steve Kanow** _____
9CCE33EB9D85449...
Its: **President** _____

Dated: **6/23/2025** _____



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-22
Agenda Topic Title for Publication:		Hire Accounting Specialist - Hannah Elfering
Date of Meeting: 7/15/2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: Supporting Documentation enclosed ☐		
An open Accounting Specialist position exists within Health & Human Services. Interviews were conducted and it is recommended to hire applicant Hannah Elfering to fill the open position. Start date: TBD		
Options:		
1. To approve the hire of Hannah Elfering to fill the open Accounting Specialist position. Grade E/5, Step C, \$24.93. Start date: TBD		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the hire of Hannah Elfering to fill the open Accounting Specialist position. Grade E/5, Step C, \$24.93/hr. Start date: TBD		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 24.93/hr Grade E/5, Step C Funding Source(s): 11-Social Services	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-23
Agenda Topic Title for Publication:		2025-2027 LELS - Jailer/Dispatcher Tentative Agreement
Date of Meeting: 07/15/2025	Agenda Time Requested: 5 Min	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: Supporting Documentation enclosed ☐		
The Todd County negotiations team recently met with Law Enforcement Labor Services Inc. (LELS) - Jailer/Dispatchers and successfully reached a tentative agreement. Key highlights of the agreement include: • The cost of the Minnesota Paid Family and Medical Leave premiums will be shared equally between the Employer and employees, with the employee portion deducted through payroll. • Employer contributions for dependent coverage will continue to increase in line with previous trends. • In 2025, single insurance will remain fully covered for employees. Starting in 2026 and 2027, employees who choose the high-cost single plan will contribute \$25 per month. • A new 11-step salary schedule will take effect on the first full pay period in January 2025, with employees placed on the step in their grade that provides an increase plus one additional step. • Cost of Living Adjustments (COLA) are set as follows: 2.5% in 2025, 3.5% in 2026, and 3.0% in 2027. • A cap on sick severance will be implemented for employees hired on or after January 1, 2025.		
Options:		
1. Adopt the tentative agreement with LELS-Jailer/Dispatchers		
2. Do not adopt the tentative agreement with LELS-Jailer/Dispatchers		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: The Todd County Board of Commissioners authorize the adoption of the LELS-Jailer/Dispatchers Collective Bargaining Agreement for 2025-2027.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

~~LABOR AGREEMENT~~

~~between~~

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

~~and~~

~~MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES' UNION,
LOCAL #320~~



~~*Representing*
JAILER/DISPATCHERS~~

~~January 1, 2022 – December 31, 2024~~

CONTRACT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS

TODD COUNTY MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

JAILER/DISPATCHERS

(LOCAL No. 591)

January 1, 2025 through DECEMBER 31, 2027

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LABOR AGREEMENT

between

TODD COUNTY

and

~~MINNESOTA TEAMSTERS PUBLIC AND~~

~~LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320~~ LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1. PREAMBLE

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

ARTICLE 2. RECOGNITION

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

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

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 There shall be no discrimination against an employee because of race, creed, religion, national origin, sex, age, marital status or because of a physical handicap with respect to a position, the duties of which can be performed adequately by an individual with such a physical handicap, without danger to the health or safety of the physically handicap person or to other.

ARTICLE 3. DEFINITIONS

- 3.1 Union: ~~The MN Teamsters Public & Law Enforcement Employees' Union, Local # 320~~ Law Enforcement Labor Services, Inc.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc. ~~MN Teamsters Public & Law Enforcement Employees' Union, Local #320.~~
- 3.3 Employer: Todd County Board of Commissioners.
- 3.4 Employee: A member of the exclusively recognized bargaining unit.
- 3.5 Department: Todd County Sheriff's Department.
- 3.6 Probationary Employee: An employee who has not completed a twelve (12) month/2080 hours worked probationary period.

- 3.7 Regular Part-Time Employee: An employee who has successfully completed the probationary period and who works less than full-time but more than fourteen (14) hours per week.
- 3.8 Pro-rated: an employee with regular, part-time status, who has successfully completed six (6) of the twelve (12) month probationary period working an average of fourteen (14) or more hours per week but less than 40 hours shall earn pro-rated vacation.
- 3.9 Regular Full-Time Employee: An employee who has successfully completed the probationary period and who regularly works forty (40) hours per week.
- 3.10 Regular Status: The satisfactory completion of the probationary period for persons newly hired, and a ninety (90) day trial period for persons currently employed by the County who are transferred or promoted in any job classification in which the employee has not previously received permanent status.
- 3.11 Anniversary Date: Upon the date a person achieves regular status his/her anniversary date shall relate back to the original date of hire.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the Todd County Sheriff's Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.
- 4.2 It is also recognized by both parties that the Employer shall retain the authority and prerogative to operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, which do not conflict with this Agreement, maintain the efficiency of government operations, and take whatever actions may be necessary to carry out the missions of the Employer in emergencies.

ARTICLE 5. EMPLOYEE RIGHTS

- 5.1 Dues Checkoff: The Employer shall deduct from the wages of all employees who authorize such deduction in writing an amount necessary to cover monthly Union dues. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions, shall be forwarded to the Union office.
- 5.2 The Union will certify to the Employer, in writing, the current amount of regular dues to be withheld.

- 5.3 It is understood that the Employer's obligation to provide for dues deduction and/or fair share fee as stated in this Article shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorneys' fees brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 5.5 The Employer shall not enter into any agreement with the employees coming under jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of membership in the Union. The Employer is specifically permitted to take all actions necessary to comply with the Americans With Disability Act.
- 5.6 Employees covered by this Agreement will not make individual requests of wage adjustment other than through the Union during the term of this Agreement.
- 5.7 The Union may designate two (2) members to act as Stewards and shall inform the Employer of any changes in Stewards in writing.
- 5.8 Stewards: Stewards shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of this Agreement. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the Steward(s) because of the performance of such duties.
- 5.9 The steward shall be permitted reasonable time to process and investigate grievances on County property without loss of time or pay.
- 5.10 All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Employer and the Union.
- 5.11 The Union shall be permitted to use the Sheriff's bulletin board for posting matters of interest to the members of the Union. However, no matters pertaining to grievances, political items or any criticism of County policies and County practices shall be allowed.
- 5.12 Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other appropriate Union business.

ARTICLE 6. EMPLOYER SECURITY

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

ARTICLE 7. HOURS OF WORK

- 7.1 The basic work schedule for all personnel shall be eighty (80) hours every two (2) weeks. This basic work schedule shall be accounted for through all compensated hours. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 7.2 All hours worked in excess of eighty (80) hours every two (2) weeks for all personnel shall be paid salary or compensatory time at a rate of time and one-half (1½). Additionally, hours worked in excess of the employee's regularly scheduled shift shall be paid salary or compensatory time at a rate of time and one-half (1½). Compensatory time will be at the request of the employee and approval of the Sheriff. Employees can accumulate up to a maximum of one hundred twenty (120) hours of compensatory time; however, the compensatory time accumulation shall be reduced to 80 hours by the last ~~full-pay period-check~~ in December of each calendar year (December 13 in 2025; December 12 in 2026 and December 11 in 2027). Anything over the annual maximum will be paid in cash.
- 7.3 Any employee required to attend court outside of his/her regular schedule shall be paid for such hours at time and one-half (1½) with two (2) hours minimum pay for any court appearances. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum, but shall count in determining eligibility for overtime. This applies to all criminal court appearances inside and outside of the County, and work-related civil matters. Employees who receive civil court reimbursements shall turn those reimbursements over to the County unless the reimbursement is for mileage driven in the employee's personal vehicle.
- 7.4 Any employee called back to work shall receive a minimum of three (3) hours compensation at time and one-half (1½) the employee's regular rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum, but shall count in determining eligibility for overtime.
- 7.5 All overtime shall be distributed as equally as possible. Overtime refused by an employee will, for record purposes, be considered as unpaid overtime worked.
- 7.6 Rotation of overtime shall be calendar year to calendar year.
- 7.7 Employees will be compensated for each hour "on-call" at the rate of \$1.50 per hour. Employees required to carry a pager and informed that they are on-call, shall be paid the "on-call" rate. On-call time will be authorized by administration.
- 7.8 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes.
- 7.9 Overtime for all employees shall be hours worked beyond their regular scheduled shift.
- 7.10 All paid vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, all travel time to and from, and all working hours spent at conferences, seminars, meetings, and the like for which attendance has been authorized by the Employer shall be considered as "time worked" for purposes of this Article.

ARTICLE 8. HOLIDAY PROVISIONS

8.1 Employees have the option of being paid at the straight time rate for ~~twelve-thirteen (1213)~~ of said ~~twelve-thirteen (1213)~~ holidays or taking time off ~~twelve-thirteen (1213)~~ of the holidays. The Sheriff or their designee shall approve time off, the same as a vacation day is approved. Holiday requests for time off submitted after October 1 and denied by administration shall not be grievable.

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

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve (½ day)
Good Friday	Christmas Day
Independence Day	New Year Eve (½ day)
Labor Day	<u>Juneteenth</u>

Each employee shall receive credit pay for a full work day on each full day holiday and one-half day for New Year's Eve and Christmas Eve. The "actual" (no "observed") holiday day shall be the day recognized and paid as the holiday under this Agreement.

8.3 ~~For any work performed on a holiday, all regular full-time and part-time employees shall receive time and one-half (1½) rates for those hours worked. This will be in addition to the full-time employees' regular holiday credits, starting from the first day of employment. If the holiday falls on a scheduled day off, full-time employees will receive an additional ten (10) hours pay at regular hourly wage, to comply with Article 8.1 above.~~

All full-time and part-time employees shall receive two times the rate of pay for those hours worked. This will be in addition to the full-time employee's regular holiday credits, starting from the first day of employment. If the holiday falls on a scheduled day off, full-time employees will receive holiday pay equal to the length of their normal shift, to comply with Article 8.1 above.

ARTICLE 9. VACATION

9.1 Benefits: Regular full-time employees shall earn vacation on the following basis:

<u>Accrual</u>	<u>Years of Service</u>	<u>Hours earned</u>	<u>Annual Hours earned per pay period</u>
		<u>Per month—year</u>	
	1 thru 3	<u>896.20</u>	<u>12 days3.70</u>
	4 thru 5	<u>10120.12</u>	<u>15 days4.62</u>
	6 thru 10	<u>12144.04</u>	<u>18 days5.54</u>
	11 thru 15	<u>14168.22</u>	<u>21 days6.47</u>
	16 thru 20	<u>17204.10</u>	<u>25½ days7.85</u>
	21 thru 24	<u>18216.06</u>	<u>27 days8.31</u>
	25 and over	<u>19228.02</u>	<u>28½ days8.77</u>

9.2 Vacations and Probationary Period: Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee for the time served at one ~~(1) working day for each full month of service~~3.7 hours per pay period worked. No vacation leave shall be accrued or granted during the first six (6) months of employment. Upon the

satisfactory completion of such period, vacation leave shall accrue to the employee for the time served in the probation period.

- 9.3 **Vacation Accrual:** The maximum carryover of vacation time from one year to the next as of the last pay check in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027) shall be twenty-four (24) days or 192 hours.
- 9.4 Vacations shall be selected on the basis of departmental seniority prior to March 1st of each calendar year. Vacation requested AFTER March 1st of each year shall be granted on a first come basis.
- 9.5 Vacation leave shall not accumulate to an employee while in the non-pay status, except to employees on military leave.
- 9.6 Employees whose employment is terminated for any reason shall be paid for the unused vacation time accumulated to their credit.
- 9.7 Employees may elect to cash out vacation hours accrued in excess of sixteen (16) hours per month which shall be paid in the first pay period in December.

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

ARTICLE 10. SICK LEAVE

- 10.1 All regular full-time employees shall be credited with sick leave at the rate of .0462 hours per compensated hour served (this equivalent to 3.7 hours per pay period-eight (8) hours per calendar month of employment), to a total accumulation which may not exceed 1,040 hours, or one hundred thirty (130) days.
- 10.2 All sick leave shall be paid to the surviving spouse or representative of the estate of an employee whose death occurs while on active duty for the Todd County Sheriff's Department.
- 10.3 If an employee is permanently disabled then all sick leave may be paid to the employee on a bi-weekly basis.
- 10.4 Employees may use their accrued sick leave for the following:
- A. Illness, injury or death of employee or the employee's child (biological, stepchild(ren), adopted or foster), spouse, siblings, parent, grandparent, grandchild of either the employee or his/her spouse, son-in-law, daughter-in-law or stepparents, domestic partner, and their children for such reasonable periods as the employee's attendance may be necessary in accordance with Minnesota Statute §181.9413, as amended.
 - B. Medical or dental care for employees or employee's spouse or children which cannot be obtained after working hours.

C. To attend the funeral of a Todd County Sheriff's Department employee.

- 10.5 At the time of the employee's death, retirement, or resignation, with 0 to 20 years of service, shall receive forty percent (40%) of all accumulated sick leave to be paid to the employee providing the employee is not PERA eligible and has not been discharged from their job. Employees at the beginning of their 21st year of service and over shall be eligible to receive sixty percent (60%) of all accumulated sick leave to be paid to the employee providing the employee is not PERA eligible and has not been discharged from their job. An employee who is eligible to receive PERA retirement benefits will contribute one hundred percent (100%) of their accumulated, available sick leave benefits towards the Post Retirement Health Care Savings Plan (HCSP) offered by MN State Retirement System (MSRS).

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

0-14 years \$5,000

15-19 years \$10,000

20-24 years \$15,000

25-29 years \$20,000

30+ years \$25,000

- 10.6 An employee who is drawing Workers' Compensation shall be allowed to use any accumulated leave as necessary to insure a full monthly paycheck. In no event may employees use any accrued sick leave, vacation or compensatory time off in order to receive an amount greater than their pay immediately prior to the injury.
- 10.7 While an employee is using earned sick leave, vacation time or drawing Workers' Compensation payments, they shall be considered to be working, for the purpose of accumulating sick leave or vacation time.
- 10.8 In the event an employee is injured while in the line of duty, and a recovery period of a week or more is needed, the employee shall be charged sick leave for the first five (5) working days, prorated with Workers' Compensation, if paid, so the employee will receive a full weeks earnings. Thereafter, the employee shall receive their normal compensation for a maximum of thirty (30) days without charge against any accumulated sick leave or vacation. Any Workers' Compensation benefits paid to the employee shall be subtracted from normal compensation in determining the amount to be paid by the Employer to the injured employee, with the exception of permanent partial or permanent total disability awards from Workers' Compensation.
- 10.9 An employee may draw on the employee's accrued sick leave during any period of time the employee is unable to work because of sickness or injury on or off the job.
- 10.10 In order to be eligible for sick leave pay, an employee must report promptly to the employee's supervisor the reason for the employee's absence.
- 10.11 A sick leave of up to three (3) days for minor illnesses shall be allowed by the County Sheriff without a doctor's certificate and the Sheriff shall be kept informed of the employee's condition.

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After three (3) days, the employee shall submit a doctor's certificate if required by the County Sheriff. The doctor must certify as to the illness and the employee's ability to return to work. Effective January 1, 2025, the documentation provisions referenced in the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST, as such absences are governed by the County Paid Time Off Leave Policy.

10.12 Claiming sick leave when physically fit, except as permitted in this Article, will be cause for disciplinary action up to and including discharge.

10.13 Holidays that occur during paid sick leave periods will be paid as a holiday and not charged as a sick leave day.

10.14 Effective January 1, 2025, employees are not eligible to utilize leave for the purposes listed under the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 1, clause (4), if the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to such an emergency or event, unless the Sheriff or designee approves otherwise due to exigent circumstances.

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ARTICLE 11. OTHER LEAVES

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

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

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

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

In the event the employee needs more time than outlined in the above schedule, they have the option of using sick leave, compensation time, and vacation time or time without pay.

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

11.2 Any military leave of absence shall be handled as set forth in Minnesota Statutes §192.26 or as amended and applicable federal laws.

11.3 An employee elected by the Union to serve on the Negotiating Committee representing the Union, shall suffer no loss of pay. There should be no more than three (3) members elected to this Committee.

11.4 Family Medical Leave Act (FMLA) as provided in the Employer's Personnel Policy. Employees who are on FMLA leave shall have the option to retain up to five (5) days of their accrued sick time.

11.5 Leaves of Absence: Personal leaves of absences, not to exceed 180 consecutive calendar days, may be granted with the Department Head, County Coordinator or designee's approval. Unpaid leaves of absence to include personal reasons, not to exceed 180 consecutive days may be granted without loss of seniority for longevity purposes. Leave may only be granted upon request in writing prior to the leave requested date. Withdrawal of PERA accumulated deduction shall terminate the leave of absence and shall indicate the permanent employment severance.

11.6 In the event the Employer participates in the Minnesota Paid Family and Medical Leave program versus an alternative private plan, effective January 1, 2026, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

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

ARTICLE 12. SENIORITY

12.1 Seniority standing shall be granted to all regular employees. For purposes of vacation selection or other time off seniority will be determined on the basis of total continuous full-time or part-time employment with the Employer. For purposes of promotion or layoff, only full-time employment in the employee's current job classification shall count. Employees shall be placed on the seniority list as to the last date of full-time hire. The first twelve (12) months of employment shall be a probationary period for employees hired after 1/1/06. A seniority list shall be kept up to date on January 1st each year and posted in the County Sheriff's office.

12.2 An Employee shall lose seniority for the following reasons only:

- A. Their resignation.
- B. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. They are absent from work for three (3) consecutive working days without notifying the Employer; in proper case, exceptions may be made. After such absence the Employer will send written notification to the employee at their last known address that they have lost their seniority.
- D. Return from unauthorized sick leave shall be treated as in "C" above.

Any ruling regarding loss of seniority under Article 12.2 shall not be a matter of grievance.

12.3 The word "layoff" shall mean a reduction in working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary or seasonal employees in the job classification will be laid off first; regular employees will be laid off according to seniority within job classification of Jailer/Dispatcher. Employees laid off in one (1) classification may not bump into a previously held job classification. The employee with the

least seniority will be laid off first. Disposition of these cases will be a proper matter for the grievance procedure. Employees to be laid off for an indefinite period of time will have at least fifteen (15) working days notice of the layoff.

- 12.4 When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall will be sent to the employees at their last known address by certified mail. If the employee fails to report to the Employer within five (5) calendar days from the date of receipt of the certified mail notice of recall and report to work within ten (10) days of receipt of the certified mail notice the employee shall be considered as having resigned. No new employees shall be hired into a job classification until the layoff list has been exhausted for that classification. If an employee has not been recalled from layoff within two (2) calendar years of the date of layoff, their name shall be removed from the layoff list and they shall be deemed to have resigned.
- 12.5 Seniority will prevail on all full-time job vacancies, new jobs or promotions for any employee regarding positions governed by this Agreement providing the employee qualifications are equal. The Employer shall post all job vacancies and minimum qualifications. Qualifications include employees' performance ratings, education and experience. (If seniority is bypassed, reasons for said bypass shall be in writing to the employee. If placement is unsatisfactory to employees after ninety (90) days trial period,) an employee shall have the right to revert to their former position. A promoted or reassigned employee shall serve a six (6) month probationary period and may be returned to their former position at the sole discretion of the Employer during such period. If the position the employee reverts to has been filled by a new employee on probation, such probationary employee can be discharged; and if the position has been filled by a non-probationary employee, the bumped employee will revert to their former position until a probationary employee is released. Any vacancy or new job shall be posted for a period of five (5) calendar days within the County. The Employer will not be obligated to consider a request for promotion or a new job from an employee who has not submitted their request for promotion or a new job in writing on or before the fifth (5th) calendar day the job is posted. A regular part-time employee who receives a full-time position within the bargaining unit shall not repeat a probationary period as per Section 12.6.
- 12.6 All new employees engaged by the Employer shall be deemed probationary employees as provided in Article 12.1. Such new employees may be laid off or dismissed during said probationary period with or without cause at the sole discretion of the Employer and said decision may not be appealed through the Grievance Procedure. After successfully completing the probationary period new employees shall be deemed to be regular employees. For the purpose of this Agreement, after said probationary period, a new employee's seniority right shall commence from the date of hiring.

ARTICLE 13. DISCIPLINE

- 13.1 Employees shall be disciplined for just cause only. Discipline will be in one of the following forms:
- A. Oral Reprimand;
 - B. Written Reprimand;
 - C. Suspension;
 - D. Demotion, or
 - E. Discharge.

- 13.2 An employee shall be notified in writing by the Employer as to the nature of the alleged misconduct or incompetency before an investigative hearing is held.
- 13.3 An employee shall have the right to representation at the investigative hearing.
- 13.4 All discipline, except oral reprimands, shall be in writing and the employee shall be given the opportunity to acknowledge receipt of the discipline.
- 13.5 Grievances relating to suspension, demotion or discharge under the provisions of this Article may be initiated by the Union in Step 2 of the Grievance Procedure.

ARTICLE 14. GRIEVANCE PROCEDURE

- 14.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 14.2 Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the names of such Union Representatives and of their successors.
- 14.3 Processing of a Grievance: The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay, to investigate a grievance and to present to the Employer.
- 14.4 Procedure: Grievances, as defined by Article 14.1, will be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty (20) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

STEP 2. A grievance not resolved in Step 1 and appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1, will be presented by the Union and discussed with the Sheriff. The Sheriff will give an answer to the Step 2 grievance in writing within ten (10) calendar days after receipt.

STEP 3. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's Step 2 answer. If appealed, the written grievance shall be presented by the Union and discussed with the Employer or its representative. The Employer or its representative will give answer to such Step 3 grievance in writing within ten (10) calendar days after receipt of such Step 3 grievance.

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

STEP 4. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer or its representative's final answer in Step 3.

The unresolved grievance will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

14.5 Arbitrator's Authority

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

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

ARTICLE 15. SAVINGS CLAUSE

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

ARTICLE 16. GENERAL PROVISIONS

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

ARTICLE 17. INSURANCE AND RETIREMENT

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

17.2 **Health and Hospitalization Insurance.**

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

Single Coverage

~~For 2022, the Employer shall pay the cost of the insurance plan for employees electing single coverage up to \$913.91 per month, or the full cost of the premium, whichever is less. For 2025, the Employer shall pay the cost of the insurance plan for employees electing single coverage. The Employer shall not pay more than the actual premium cost of the plan. For 2026 and 2027, the Employer shall pay the cost of the insurance plan for employees electing single coverage, however employees who elect the high-cost single plan shall contribute \$25 per month toward the cost of the high-cost premium. The Employer shall not pay more than the actual premium cost of the plan.~~

~~Effective January 1, 2023, Plan 1 shall be eliminated. For 2023 and 2024, the Employer shall pay the cost of the insurance plan for employees electing single coverage.~~

H.S.A. Contributions

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

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

Family/Dependent Insurance Coverage.

The Employer shall contribute each month towards dependent coverage based upon the scheduled below ~~for 2021~~. The County shall not pay above the actual cost of the plan.

All plans not to exceed total premium

All Plans	2022-2025 Employer	2023-2026 Employer	2024-2027 Employer
Employee + Spouse	\$1,6300.00/month	\$1,7400.00 /month	\$1,500800.00 /month
Employee+ Child(ren)	\$1,075300.00/month	\$1,150375.00/month	\$1,225450.00 /month
Family	\$1,400.77500 /month	\$1,525900.00 /month	\$12,650025.00/month

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

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

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be provided the option of coverage for dependents in the amount available with the premium payment to be made by the employee.

17.4 Claims against the Employer

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

17.5 Affordable Care Act

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

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

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

17.8 MSRS HCSP Contribution: Only employees hired after January 1, 2007, or those who are eligible for the benefit found in Section 17.7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 17.7, are eligible for a \$250.00 annual contribution into their MSRS HCSP on January 2 of each year of employment with Todd County.

A. **One-time contribution.** Only employees hired between January 1, 2007 and March 1, 2014, or those who are eligible for the benefit found in Section 17.7 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 17.7 above, are eligible for a one-time contribution to their MSRS HCSP on the following schedule:

Years of employment	Contribution into MSRS HCSP
1	\$1,000
2	\$1,250
3	\$1,500
4	\$1,750
5	\$2,000
6	\$2,250
7	\$2,500

Eligible employees with more than 7 years of employment will receive the maximum contribution of \$2,500. In the year that eligible employees receive this one-time contribution the employee is not also eligible for the \$250.00 annual HCSP contribution found in Section 17.8 for that year.

ARTICLE 18. POST RETIREMENT HEALTH INSURANCE

- 18.1 The County agrees that the full-time regular employee shall contribute their accumulated sick leave per Article X, Section 10.5 and two percent (2%) of gross wages monthly into the Post Retirement Health Insurance Savings Plan through the Minnesota State Retirement System (M.S.R.S.).

ARTICLE 19. ADDITIONAL FRINGE BENEFITS

- 19.1 Part-time employees who have successfully completed six (6) months of the twelve (12) month probationary period shall begin to earn pro-rated vacation benefits based upon the average number of scheduled hours worked in the preceding calendar quarter.

Vacation requests must be submitted forty-five (45) calendar days in advance and must not compete with full-time employees for vacation time off.

- 19.2 Part-time employees will advance to the next step each year of the Labor Agreement on the first full pay period worked in July.

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

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ARTICLE 20. CONTINUING EDUCATION AND CERTIFIED TRAINING OFFICER (CTO)

Each Jail/Dispatcher will attend a minimum of sixteen (16) hours of approved schooling per year. If an employee attends schooling on a day off, the employee is credited for hours worked. Vacation time shall not be used for this purpose. The cost of all expenses shall be paid by the Employer. The Sheriff shall be responsible for this clause.

Any employee assigned to work as a CTO shall receive one-half hour (½ hour) of compensatory time for each hour worked as a CTO.

ARTICLE 21. CLOTHING ALLOWANCE

- 21.1 All full-time jailers shall receive a clothing allowance of ~~five-seven~~ hundred fifty dollars (~~\$550~~750) per year. The clothing allowance shall be paid to the employee on a separate check the first pay period in February of each year. The Employer will replace any uniform items damaged in the line of duty. In the event the employee receives a court ordered reimbursement the employee will remit it to the Employer. Part-time jailers shall be provided with uniform to be replaced on an as needed basis.

- 21.2 Full-time dispatchers shall receive a clothing allowance of ~~two-three~~ hundred dollars (~~\$200~~300) per year payable to the employee in the form of a reimbursable voucher. Part-time dispatchers shall receive a clothing allowance of one hundred dollars (\$100) per year payable to the employee in the form of a reimbursable voucher. Reimbursement shall be made for appropriate clothing items as determined by the Employer. Purchases must be preapproved by the Sheriff or designee. Unused balances in the dispatcher's clothing allowance will accumulate to a maximum of three (3) times the annual allowance. The Employer will replace uniform items

damaged in the line of duty. In the event the employee receives a court ordered reimbursement the employee will remit it to the Employer.

ARTICLE 22. SALARY SCHEDULE

Adoption of the new 11 step salary schedule effective the first day of the first full pay period in January 2025. Employees will be placed on the step in the applicable grade that provides an increase plus one step.

22.1 The wages and salaries reflected in Appendix B attached hereto shall be a part of this Agreement. In the event there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.

20222025 3.02.5% general wage increase effective the first day of the first full pay period worked in January 20222025. The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay period worked in July 20222025. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

20232026 3.05% general wage increase effective the first day of the first full pay period worked in January 20232026. The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay period worked in July 20232026. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

20242027 3.0% general wage increase effective the first day of the first full pay period worked in January 20242027. The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay period worked in July 20242027. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

22.2 In no case shall step increases be awarded or the salary of individuals be increased beyond the maximum of the appropriate grade change.

22.3 An employee promoted to a classification in a higher salary range shall receive a pay adjustment of four percent (4%) or to the next higher step above the salary from which the employee was promoted, whichever is greater. No salary increase shall be granted which would place the employees' rate of pay above the maximum of the authorized salary range for the new (promoted) classification. An additional pay increase may be granted to the promoted employee if such additional increase is recommended by the department head, the promotion involves more than one (1) range change, and the recommendation is approved by the County Board. The employee's eligibility date for step increases will not change upon promotion.

22.4 For a voluntary or a disciplinary demotion, the employee's pay shall be reduced to a point within the salary range for the classification of the new (demoted) position which is equal to one (1)

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step lower than the pay being received prior to the demotion. In no event, shall a demoted employee's rate of pay remain above the maximum of the authorized salary range of the classification to which the employee was demoted.

- 22.5 An employee reclassified to a classification in a higher salary range shall receive a pay adjustment that is the minimum of the new salary range or an amount equal to the step on the new range next higher than the salary from which the employee was reclassified, whichever is greater. No salary increase shall be granted which would place the employee's rate of pay above the maximum of the authorized salary range.
- 22.6 An employee reclassified to a class in a lower salary range shall be placed in that new salary range at the employee's existing pay rate. An employee whose pay rate is above the maximum of the salary range, due to a reclassification to a lower salary range, shall receive only one-half (½) of the uniform percentage increase granted by the County Board to other employees whose salaries are at the top of their assigned ranges.
- 22.7 Employees who are appointed to a position in a higher classification for at least sixteen (16) consecutive working days shall receive a temporary pay adjustment for all time worked in the higher classification. This temporary pay adjustment shall be equal to the pay he/she would have received in the event that he/she had been promoted to the position. When the employee reverts to the employee's previous position, the employee's salary shall be readjusted to its previous level unless otherwise provided. This section shall not apply to employees who are filling in for an incumbent employee who is on vacation.
- 22.8 When the duties of a position substantially change, the department head may request the County Board to initiate a review of the duties of the position. The Comparable Worth Committee will review the request and make a recommendation to the County Board. Based on the results of the review and recommendation by the Comparable Worth Committee, the County Board may reclassify the position to a higher grade level.
- 22.9 New employees and employees who transfer to a new position will normally be paid at the beginning step of the new position. Any increase beyond the beginning step must be approved in advance by the County Board.
- 22.10 Payroll checks shall reflect employee's hourly rate of pay.
- 22.11 In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases may be granted until a successor agreement is ratified by both parties.

ARTICLE 23. SHIFT DIFFERENTIAL PAY

All employees shall receive the following pay differential:

One dollar and ~~forty-seventy-five~~ cents (\$1.~~50~~75) from 6:00 p.m. to 6:00 a.m. and 6:00 p.m. on Friday until 6:00 a.m. on Monday. The night differential shall not be pyramided with the weekend differential.

~~ARTICLE 24. NATIONAL TEAMSTERS D.R.I.V.E.~~

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

ARTICLE ~~25~~24. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

~~25~~24.1 This Agreement shall represent the complete Agreement between the Employer and the Union.

~~25~~24.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE ~~26~~25. DURATION

Except as herein provided, this Agreement shall be effective January 1, ~~2022~~2025, and shall continue in full force and effect until December 31, ~~2024~~2027, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by September 1 of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act (PELRA) of 1971, as amended.

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

**TODD COUNTY
BOARD OF COMMISSIONERS**

~~TEAMSTERS LOCAL #320~~LAW
ENFORCEMENT LABOR SERVICES, INC.

~~Red Erickson~~, County Board Chairman

~~Amy Perusse~~, Business Agent

~~Chris Pelzer~~, County Coordinator

Union Steward

Dated: _____

Dated: _____

APPENDIX A

Law Enforcement Labor Services, Inc. Teamster's Local #320 Jail/Dispatch Unit Classifications

Grade 6	911 Dispatcher Correctional Officer
Grade 9	Jail Programmer

APPENDIX B

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

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

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

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

CONTRACT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
TODD COUNTY MINNESOTA
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
JAILER/DISPATCHERS
(LOCAL No. 591)
January 1, 2025 through DECEMBER 31, 2027

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Todd County Jailer/Dispatch

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LABOR AGREEMENT
between
TODD COUNTY
and
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1. PREAMBLE

This Agreement is made and entered into between the Todd County Board of Commissioners, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. , hereinafter called the Union.

ARTICLE 2. RECOGNITION

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

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

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 There shall be no discrimination against an employee because of race, creed, religion, national origin, sex, age, marital status or because of a physical handicap with respect to a position, the duties of which can be performed adequately by an individual with such a physical handicap, without danger to the health or safety of the physically handicap person or to other.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc. .
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc.
- 3.3 Employer: Todd County Board of Commissioners.
- 3.4 Employee: A member of the exclusively recognized bargaining unit.
- 3.5 Department: Todd County Sheriff's Department.
- 3.6 Probationary Employee: An employee who has not completed a twelve (12) month/2080 hours worked probationary period.
- 3.7 Regular Part-Time Employee: An employee who has successfully completed the probationary period and who works less than full-time but more than fourteen (14) hours per week.

- 3.8 Pro-rated: an employee with regular, part-time status, who has successfully completed six (6) of the twelve (12) month probationary period working an average of fourteen (14) or more hours per week but less than 40 hours shall earn pro-rated vacation.
- 3.9 Regular Full-Time Employee: An employee who has successfully completed the probationary period and who regularly works forty (40) hours per week.
- 3.10 Regular Status: The satisfactory completion of the probationary period for persons newly hired, and a ninety (90) day trial period for persons currently employed by the County who are transferred or promoted in any job classification in which the employee has not previously received permanent status.
- 3.11 Anniversary Date: Upon the date a person achieves regular status his/her anniversary date shall relate back to the original date of hire.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the Todd County Sheriff's Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.
- 4.2 It is also recognized by both parties that the Employer shall retain the authority and prerogative to operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, which do not conflict with this Agreement, maintain the efficiency of government operations, and take whatever actions may be necessary to carry out the missions of the Employer in emergencies.

ARTICLE 5. EMPLOYEE RIGHTS

- 5.1 Dues Checkoff: The Employer shall deduct from the wages of all employees who authorize such deduction in writing an amount necessary to cover monthly Union dues. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions, shall be forwarded to the Union office.
- 5.2 The Union will certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 5.3 It is understood that the Employer's obligation to provide for dues deduction and/or fair share fee as stated in this Article shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorneys' fees brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

- 5.5 The Employer shall not enter into any agreement with the employees coming under jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of membership in the Union. The Employer is specifically permitted to take all actions necessary to comply with the Americans With Disability Act.
- 5.6 Employees covered by this Agreement will not make individual requests of wage adjustment other than through the Union during the term of this Agreement.
- 5.7 The Union may designate two (2) members to act as Stewards and shall inform the Employer of any changes in Stewards in writing.
- 5.8 Stewards: Stewards shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of this Agreement. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the Steward(s) because of the performance of such duties.
- 5.9 The steward shall be permitted reasonable time to process and investigate grievances on County property without loss of time or pay.
- 5.10 All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Employer and the Union.
- 5.11 The Union shall be permitted to use the Sheriff's bulletin board for posting matters of interest to the members of the Union. However, no matters pertaining to grievances, political items or any criticism of County policies and County practices shall be allowed.
- 5.12 Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other appropriate Union business.

ARTICLE 6. EMPLOYER SECURITY

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

ARTICLE 7. HOURS OF WORK

- 7.1 The basic work schedule for all personnel shall be eighty (80) hours every two (2) weeks. This basic work schedule shall be accounted for through all compensated hours. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 7.2 All hours worked in excess of eighty (80) hours every two (2) weeks for all personnel shall be paid salary or compensatory time at a rate of time and one-half (1½). Additionally, hours worked in excess of the employee's regularly scheduled shift shall be paid salary or compensatory time

at a rate of time and one-half (1½). Compensatory time will be at the request of the employee and approval of the Sheriff. Employees can accumulate up to a maximum of one hundred twenty (120) hours of compensatory time; however, the compensatory time accumulation shall be reduced to 80 hours by the last pay check in December of each calendar year (December 13 in 2025; December 12 in 2026 and December 11 in 2027). Anything over the annual maximum will be paid in cash.

- 7.3 Any employee required to attend court outside of his/her regular schedule shall be paid for such hours at time and one-half (1½) with two (2) hours minimum pay for any court appearances. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum, but shall count in determining eligibility for overtime. This applies to all criminal court appearances inside and outside of the County, and work-related civil matters. Employees who receive civil court reimbursements shall turn those reimbursements over to the County unless the reimbursement is for mileage driven in the employee's personal vehicle.
- 7.4 Any employee called back to work shall receive a minimum of three (3) hours compensation at time and one-half (1½) the employee's regular rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum, but shall count in determining eligibility for overtime.
- 7.5 All overtime shall be distributed as equally as possible. Overtime refused by an employee will, for record purposes, be considered as unpaid overtime worked.
- 7.6 Rotation of overtime shall be calendar year to calendar year.
- 7.7 Employees will be compensated for each hour "on-call" at the rate of \$1.50 per hour. Employees required to carry a pager and informed that they are on-call, shall be paid the "on-call" rate. On-call time will be authorized by administration.
- 7.8 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes.
- 7.9 Overtime for all employees shall be hours worked beyond their regular scheduled shift.
- 7.10 All paid vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, all travel time to and from, and all working hours spent at conferences, seminars, meetings, and the like for which attendance has been authorized by the Employer shall be considered as "time worked" for purposes of this Article.

ARTICLE 8. HOLIDAY PROVISIONS

- 8.1 Employees have the option of being paid at the straight time rate for thirteen (13) of said thirteen (13) holidays or taking time off thirteen (13) of the holidays. The Sheriff or their designee shall approve time off, the same as a vacation day is approved. Holiday requests for time off submitted after October 1 and denied by administration shall not be grievable.
- 8.2 The following listed holidays shall be paid holidays whether worked or not:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day

President's Day	Thanksgiving Day
Memorial Day	Christmas Eve (½ day)
Good Friday	Christmas Day
Independence Day	New Year Eve (½ day)
Labor Day	Juneteenth

Each employee shall receive credit pay for a full work day on each full day holiday and one-half day for New Year's Eve and Christmas Eve. The "actual" (no "observed") holiday day shall be the day recognized and paid as the holiday under this Agreement.

- 8.3 All full-time and part-time employees shall receive two times the rate of pay for those hours worked. This will be in addition to the full-time employee's regular holiday credits, starting from the first day of employment. If the holiday falls on a scheduled day off, full-time employees will receive holiday pay equal to the length of their normal shift, to comply with Article 8.1 above.

ARTICLE 9. VACATION

- 9.1 Benefits: Regular full-time employees shall earn vacation on the following basis:

<u>Years of Service</u>	<u>Hours earned Per year</u>	<u>Hours earned per pay period</u>
1 thru 3	96.20	3.70
4 thru 5	120.12	4.62
6 thru 10	144.04	5.54
11 thru 15	168.22	6.47
16 thru 20	204.10	7.85
21 thru 24	216.06	8.31
25 and over	228.02	8.77

- 9.2 Vacations and Probationary Period: Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee for the time served at one 3.7 hours per pay period worked. No vacation leave shall be accrued or granted during the first six (6) months of employment. Upon the satisfactory completion of such period, vacation leave shall accrue to the employee for the time served in the probation period.
- 9.3 Vacation Accrual: The maximum carryover of vacation time from one year to the next as of the last pay check in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027) shall be twenty-four (24) days or 192 hours.
- 9.4 Vacations shall be selected on the basis of departmental seniority prior to March 1st of each calendar year. Vacation requested AFTER March 1st of each year shall be granted on a first come basis.
- 9.5 Vacation leave shall not accumulate to an employee while in the non-pay status, except to employees on military leave.
- 9.6 Employees whose employment is terminated for any reason shall be paid for the unused vacation time accumulated to their credit.
- 9.7 Employees may elect to cash out vacation hours accrued in excess of sixteen (16) hours per month which shall be paid in the first pay period in December.

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

ARTICLE 10. SICK LEAVE

- 10.1 All regular full-time employees shall be credited with sick leave at the rate of .0462 hours per compensated hour served (this equivalent to 3.7 hours per pay period) to a total accumulation which may not exceed 1,040 hours, or one hundred thirty (130) days.
- 10.2 All sick leave shall be paid to the surviving spouse or representative of the estate of an employee whose death occurs while on active duty for the Todd County Sheriff's Department.
- 10.3 If an employee is permanently disabled then all sick leave may be paid to the employee on a bi-weekly basis.
- 10.4 Employees may use their accrued sick leave for the following:
- A. Illness, injury or death of employee or the employee's child (biological, stepchild(ren), adopted or foster), spouse, siblings, parent, grandparent, grandchild of either the employee or his/her spouse, son-in-law, daughter-in-law or stepparents, domestic partner, and their children for such reasonable periods as the employee's attendance may be necessary in accordance with Minnesota Statute §181.9413, as amended.
 - B. Medical or dental care for employees or employee's spouse or children which cannot be obtained after working hours.
 - C. To attend the funeral of a Todd County Sheriff's Department employee.
- 10.5 At the time of the employee's death, retirement, or resignation, with 0 to 20 years of service, shall receive forty percent (40%) of all accumulated sick leave to be paid to the employee providing the employee is not PERA eligible and has not been discharged from their job. Employees at the beginning of their 21st year of service and over shall be eligible to receive sixty percent (60%) of all accumulated sick leave to be paid to the employee providing the employee is not PERA eligible and has not been discharged from their job. An employee who is eligible to receive PERA retirement benefits will contribute one hundred percent (100%) of their accumulated, available sick leave benefits towards the Post Retirement Health Care Savings Plan (HCSP) offered by MN State Retirement System (MSRS).

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

0-14 years \$5,000

15-19 years \$10,000

20-24 years \$15,000

25-29 years \$20,000

30+ years \$25,000.

- 10.6 An employee who is drawing Workers' Compensation shall be allowed to use any accumulated leave as necessary to insure a full monthly paycheck. In no event may employees use any accrued sick leave, vacation or compensatory time off in order to receive an amount greater than their pay immediately prior to the injury.
- 10.7 While an employee is using earned sick leave, vacation time or drawing Workers' Compensation payments, they shall be considered to be working, for the purpose of accumulating sick leave or vacation time.
- 10.8 In the event an employee is injured while in the line of duty, and a recovery period of a week or more is needed, the employee shall be charged sick leave for the first five (5) working days, prorated with Workers' Compensation, if paid, so the employee will receive a full weeks earnings. Thereafter, the employee shall receive their normal compensation for a maximum of thirty (30) days without charge against any accumulated sick leave or vacation. Any Workers' Compensation benefits paid to the employee shall be subtracted from normal compensation in determining the amount to be paid by the Employer to the injured employee, with the exception of permanent partial or permanent total disability awards from Workers' Compensation.
- 10.9 An employee may draw on the employee's accrued sick leave during any period of time the employee is unable to work because of sickness or injury on or off the job.
- 10.10 In order to be eligible for sick leave pay, an employee must report promptly to the employee's supervisor the reason for the employee's absence.
- 10.11 A sick leave of up to three (3) days for minor illnesses shall be allowed by the County Sheriff without a doctor's certificate and the Sheriff shall be kept informed of the employee's condition. After three (3) days, the employee shall submit a doctor's certificate if required by the County Sheriff. The doctor must certify as to the illness and the employee's ability to return to work. Effective January 1, 2025, the documentation provisions referenced in the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST, as such absences are governed by the County Paid Time Off Leave Policy.
- 10.12 Claiming sick leave when physically fit, except as permitted in this Article, will be cause for disciplinary action up to and including discharge.
- 10.13 Holidays that occur during paid sick leave periods will be paid as a holiday and not charged as a sick leave day.
- 10.14 Effective January 1, 2025, employees are not eligible to utilize leave for the purposes listed under the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 1, clause (4), if the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to such an emergency or event, unless the Sheriff or designee approves otherwise due to exigent circumstances.

ARTICLE 11. OTHER LEAVES

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

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

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

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

In the event the employee needs more time than outlined in the above schedule, they have the option of using sick leave, compensation time, and vacation time or time without pay.

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

- 11.2 Any military leave of absence shall be handled as set forth in Minnesota Statutes §192.26 or as amended and applicable federal laws.
- 11.3 An employee elected by the Union to serve on the Negotiating Committee representing the Union, shall suffer no loss of pay. There should be no more than three (3) members elected to this Committee.
- 11.4 Family Medical Leave Act (FMLA) as provided in the Employer's Personnel Policy. Employees who are on FMLA leave shall have the option to retain up to five (5) days of their accrued sick time.
- 11.5 Leaves of Absence: Personal leaves of absences, not to exceed 180 consecutive calendar days, may be granted with the Department Head, County Coordinator or designee's approval. Unpaid leaves of absence to include personal reasons, not to exceed 180 consecutive days may be granted without loss of seniority for longevity purposes. Leave may only be granted upon request in writing prior to the leave requested date. Withdrawal of PERA accumulated deduction shall terminate the leave of absence and shall indicate the permanent employment severance.
- 11.6 In the event the Employer participates in the Minnesota Paid Family and Medical Leave program versus an alternative private plan, effective January 1, 2026, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

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

ARTICLE 12. SENIORITY

- 12.1 Seniority standing shall be granted to all regular employees. For purposes of vacation selection or other time off seniority will be determined on the basis of total continuous full-time or part-time employment with the Employer. For purposes of promotion or layoff, only full-time employment in the employee's current job classification shall count. Employees shall be placed on the seniority list as to the last date of full-time hire. The first twelve (12) months of employment shall be a probationary period for employees hired after 1/1/06. A seniority list shall be kept up to date on January 1st each year and posted in the County Sheriff's office.
- 12.2 An Employee shall lose seniority for the following reasons only:
- A. Their resignation.
 - B. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - C. They are absent from work for three (3) consecutive working days without notifying the Employer; in proper case, exceptions may be made. After such absence the Employer will send written notification to the employee at their last known address that they have lost their seniority.
 - D. Return from unauthorized sick leave shall be treated as in "C" above.

Any ruling regarding loss of seniority under Article 12.2 shall not be a matter of grievance.

- 12.3 The word "layoff" shall mean a reduction in working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary or seasonal employees in the job classification will be laid off first; regular employees will be laid off according to seniority within job classification of Jailer/Dispatcher. Employees laid off in one (1) classification may not bump into a previously held job classification. The employee with the least seniority will be laid off first. Disposition of these cases will be a proper matter for the grievance procedure. Employees to be laid off for an indefinite period of time will have at least fifteen (15) working days notice of the layoff.
- 12.4 When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall will be sent to the employees at their last known address by certified mail. If the employee fails to report to the Employer within five (5) calendar days from the date of receipt of the certified mail notice of recall and report to work within ten (10) days of receipt of the certified mail notice the employee shall be considered as having resigned. No new employees shall be hired into a job classification until the layoff list has been exhausted for that classification. If an employee has not been recalled from layoff within two (2) calendar years of the date of layoff, their name shall be removed from the layoff list and they shall be deemed to have resigned.
- 12.5 Seniority will prevail on all full-time job vacancies, new jobs or promotions for any employee regarding positions governed by this Agreement providing the employee qualifications are equal. The Employer shall post all job vacancies and minimum qualifications. Qualifications include employees' performance ratings, education and experience. (If seniority is bypassed, reasons for said bypass shall be in writing to the employee. If placement is unsatisfactory to employees after ninety (90) days trial period,) an employee shall have the right to revert to their former position. A promoted or reassigned employee shall serve a six (6) month probationary period

and may be returned to their former position at the sole discretion of the Employer during such period. If the position the employee reverts to has been filled by a new employee on probation, such probationary employee can be discharged; and if the position has been filled by a non-probationary employee, the bumped employee will revert to their former position until a probationary employee is released. Any vacancy or new job shall be posted for a period of five (5) calendar days within the County. The Employer will not be obligated to consider a request for promotion or a new job from an employee who has not submitted their request for promotion or a new job in writing on or before the fifth (5th) calendar day the job is posted. A regular part-time employee who receives a full-time position within the bargaining unit shall not repeat a probationary period as per Section 12.6.

- 12.6 All new employees engaged by the Employer shall be deemed probationary employees as provided in Article 12.1. Such new employees may be laid off or dismissed during said probationary period with or without cause at the sole discretion of the Employer and said decision may not be appealed through the Grievance Procedure. After successfully completing the probationary period new employees shall be deemed to be regular employees. For the purpose of this Agreement, after said probationary period, a new employee's seniority right shall commence from the date of hiring.

ARTICLE 13. DISCIPLINE

- 13.1 Employees shall be disciplined for just cause only. Discipline will be in one of the following forms:
- A. Oral Reprimand;
 - B. Written Reprimand;
 - C. Suspension;
 - D. Demotion, or
 - E. Discharge.
- 13.2 An employee shall be notified in writing by the Employer as to the nature of the alleged misconduct or incompetency before an investigative hearing is held.
- 13.3 An employee shall have the right to representation at the investigative hearing.
- 13.4 All discipline, except oral reprimands, shall be in writing and the employee shall be given the opportunity to acknowledge receipt of the discipline.
- 13.5 Grievances relating to suspension, demotion or discharge under the provisions of this Article may be initiated by the Union in Step 2 of the Grievance Procedure.

ARTICLE 14. GRIEVANCE PROCEDURE

- 14.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 14.2 Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the names of such Union Representatives and of their successors.

14.3 Processing of a Grievance: The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay, to investigate a grievance and to present to the Employer.

14.4 Procedure: Grievances, as defined by Article 14.1, will be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty (20) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

STEP 2. A grievance not resolved in Step 1 and appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1, will be presented by the Union and discussed with the Sheriff. The Sheriff will give an answer to the Step 2 grievance in writing within ten (10) calendar days after receipt.

STEP 3. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's Step 2 answer. If appealed, the written grievance shall be presented by the Union and discussed with the Employer or its representative. The Employer or its representative will give answer to such Step 3 grievance in writing within ten (10) calendar days after receipt of such Step 3 grievance.

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

STEP 4. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer or its representative's final answer in Step 3.

The unresolved grievance will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

14.5 Arbitrator's Authority

A. The arbitrator will have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and will have no authority to make a decision on any other issue not so submitted.

B. The arbitrator will be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision will be binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and the Union provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

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

ARTICLE 15. SAVINGS CLAUSE

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

ARTICLE 16. GENERAL PROVISIONS

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

ARTICLE 17. INSURANCE AND RETIREMENT

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

- 17.2 **Health and Hospitalization Insurance.**
Eligibility. All employees working an average of 30 or more hours per week in accordance with the Affordable Care Act are eligible for benefits in this Article.

Single Coverage

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

H.S.A. Contributions

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

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

Family/Dependent Insurance Coverage.

The Employer shall contribute each month towards dependent coverage based upon the scheduled below. The County shall not pay above the actual cost of the plan.

All plans not to exceed total premium

	2025 Employer	2026Employer	2027 Employer
Employee + Spouse	\$1,600/month	\$1,700 /month	\$1,800 /month
Employee+ Child(ren)	\$1,300/month	\$1,375/month	\$1,450 /month
Family	\$1,775 /month	\$1,900 /month	\$2,025/month

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

- 17.3 **Life Insurance:** All full-time employees shall be covered by a term life insurance policy in the amount of twenty thousand (\$20,000.00) dollars at the Employer's expense. Employees shall be provided the option of coverage for dependents in the amount available with the premium payment to be made by the employee.
- 17.4 **Claims against the Employer**
It is understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of denial of insurance benefits by an insurance carrier.
- 17.5 **Affordable Care Act**
In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.
- 17.6 Upon retirement, an employee at his/her own cost may join the Retiree Group Health Plan with the condition the employee has been employed by the County for a minimum of twelve (12) years and be at least fifty-five (55) years of age, or have at least thirty (30) years of service.
- 17.7 **Post-retirement Benefit:** Only employees hired on or before January 1, 2007 are eligible for this benefit. Upon early retirement, the Employer will pay an amount not to exceed \$731.50 per month towards the cost of single health insurance up to three years, not to exceed the employee's 65th birthday with the condition the employee is eligible for PERA and has twenty (20) or more years of service.

17.8 **MSRS HCSP Contribution:** Only employees hired after January 1, 2007, or those who are eligible for the benefit found in Section 17.7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 17.7, are eligible for a \$250.00 annual contribution into their MSRS HCSP on January 2 of each year of employment with Todd County.

A. **One-time contribution.** Only employees hired between January 1, 2007 and March 1, 2014, or those who are eligible for the benefit found in Section 17.7 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 17.7 above, are eligible for a one-time contribution to their MSRS HCSP on the following schedule:

Years of employment	Contribution into MSRS HCSP
1	\$1,000
2	\$1,250
3	\$1,500
4	\$1,750
5	\$2,000
6	\$2,250
7	\$2,500

Eligible employees with more than 7 years of employment will receive the maximum contribution of \$2,500. In the year that eligible employees receive this one-time contribution the employee is not also eligible for the \$250.00 annual HCSP contribution found in Section 17.8 for that year.

ARTICLE 18. POST RETIREMENT HEALTH INSURANCE

18.1 The County agrees that the full-time regular employee shall contribute their accumulated sick leave per Article X, Section 10.5 and two percent (2%) of gross wages monthly into the Post Retirement Health Insurance Savings Plan through the Minnesota State Retirement System (M.S.R.S.).

ARTICLE 19. ADDITIONAL FRINGE BENEFITS

19.1 Part-time employees who have successfully completed six (6) months of the twelve (12) month probationary period shall begin to earn pro-rated vacation benefits based upon the average number of scheduled hours worked in the preceding calendar quarter.

Vacation requests must be submitted forty-five (45) calendar days in advance and must not compete with full-time employees for vacation time off.

19.2 Part-time employees will advance to the next step each year of the Labor Agreement on the first full pay period worked in July.

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

ARTICLE 20. CONTINUING EDUCATION AND CERTIFIED TRAINING OFFICER (CTO)

Each Jail/Dispatcher will attend a minimum of sixteen (16) hours of approved schooling per year. If an employee attends schooling on a day off, the employee is credited for hours worked. Vacation time shall not be used for this purpose. The cost of all expenses shall be paid by the Employer. The Sheriff shall be responsible for this clause.

Any employee assigned to work as a CTO shall receive one-half hour ($\frac{1}{2}$ hour) of compensatory time for each hour worked as a CTO.

ARTICLE 21. CLOTHING ALLOWANCE

- 21.1 All full-time jailers shall receive a clothing allowance of seven hundred fifty dollars (\$750) per year. The clothing allowance shall be paid to the employee on a separate check the first pay period in February of each year. The Employer will replace any uniform items damaged in the line of duty. In the event the employee receives a court ordered reimbursement the employee will remit it to the Employer. Part-time jailers shall be provided with uniform to be replaced on an as needed basis.
- 21.2 Full-time dispatchers shall receive a clothing allowance of three hundred dollars (\$300) per year payable to the employee in the form of a reimbursable voucher. Part-time dispatchers shall receive a clothing allowance of one hundred dollars (\$100) per year payable to the employee in the form of a reimbursable voucher. Reimbursement shall be made for appropriate clothing items as determined by the Employer. Purchases must be preapproved by the Sheriff or designee. Unused balances in the dispatcher's clothing allowance will accumulate to a maximum of three (3) times the annual allowance. The Employer will replace uniform items damaged in the line of duty. In the event the employee receives a court ordered reimbursement the employee will remit it to the Employer.

ARTICLE 22. SALARY SCHEDULE

Adoption of the new 11 step salary schedule effective the first day of the first full pay period in January 2025. Employees will be placed on the step in the applicable grade that provides an increase plus one step.

- 22.1 The wages and salaries reflected in Appendix B attached hereto shall be a part of this Agreement. In the event there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.

- 2025 2.5% general wage increase effective the first day of the first full pay period worked in January 2025. The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay period worked in July 2025. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

- 2026 3.5% general wage increase effective the first day of the first full pay period worked in January 2026. The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay period

worked in July 2026. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

- 2027 3.0% general wage increase effective the first day of the first full pay period worked in January 2027. The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay period worked in July 2027. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

- 22.2 In no case shall step increases be awarded or the salary of individuals be increased beyond the maximum of the appropriate grade change.
- 22.3 An employee promoted to a classification in a higher salary range shall receive a pay adjustment of four percent (4%) or to the next higher step above the salary from which the employee was promoted, whichever is greater. No salary increase shall be granted which would place the employees' rate of pay above the maximum of the authorized salary range for the new (promoted) classification. An additional pay increase may be granted to the promoted employee if such additional increase is recommended by the department head, the promotion involves more than one (1) range change, and the recommendation is approved by the County Board. The employee's eligibility date for step increases will not change upon promotion.
- 22.4 For a voluntary or a disciplinary demotion, the employee's pay shall be reduced to a point within the salary range for the classification of the new (demoted) position which is equal to one (1) step lower than the pay being received prior to the demotion. In no event, shall a demoted employee's rate of pay remain above the maximum of the authorized salary range of the classification to which the employee was demoted.
- 22.5 An employee reclassified to a classification in a higher salary range shall receive a pay adjustment that is the minimum of the new salary range or an amount equal to the step on the new range next higher than the salary from which the employee was reclassified, whichever is greater. No salary increase shall be granted which would place the employee's rate of pay above the maximum of the authorized salary range.
- 22.6 An employee reclassified to a class in a lower salary range shall be placed in that new salary range at the employee's existing pay rate. An employee whose pay rate is above the maximum of the salary range, due to a reclassification to a lower salary range, shall receive only one-half ($\frac{1}{2}$) of the uniform percentage increase granted by the County Board to other employees whose salaries are at the top of their assigned ranges.
- 22.7 Employees who are appointed to a position in a higher classification for at least sixteen (16) consecutive working days shall receive a temporary pay adjustment for all time worked in the higher classification. This temporary pay adjustment shall be equal to the pay he/she would have received in the event that he/she had been promoted to the position. When the employee reverts to the employee's previous position, the employee's salary shall be readjusted to its previous level unless otherwise provided. This section shall not apply to employees who are filling in for an incumbent employee who is on vacation.

- 22.8 When the duties of a position substantially change, the department head may request the County Board to initiate a review of the duties of the position. The Comparable Worth Committee will review the request and make a recommendation to the County Board. Based on the results of the review and recommendation by the Comparable Worth Committee, the County Board may reclassify the position to a higher grade level.
- 22.9 New employees and employees who transfer to a new position will normally be paid at the beginning step of the new position. Any increase beyond the beginning step must be approved in advance by the County Board.
- 22.10 Payroll checks shall reflect employee's hourly rate of pay.
- 22.11 In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases may be granted until a successor agreement is ratified by both parties.

ARTICLE 23. SHIFT DIFFERENTIAL PAY

All employees shall receive the following pay differential:

One dollar and seventy-five cents (\$1.75) from 6:00 p.m. to 6:00 a.m. and 6:00 p.m. on Friday until 6:00 a.m. on Monday. The night differential shall not be pyramided with the weekend differential.

ARTICLE 24. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 24.1 This Agreement shall represent the complete Agreement between the Employer and the Union.
- 24.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 25. DURATION

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

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

TODD COUNTY
BOARD OF COMMISSIONERS

LAW ENFORCEMENT LABOR SERVICES, INC.

County Board Chairman

[Signature] LELS

County Coordinator

Union Steward

Brian Blaeser

Dated: _____

Dated: 07-08-2025

APPENDIX A

Law Enforcement Labor Services, Inc. **Jail/Dispatch Unit Classifications**

Grade 6	911 Dispatcher Correctional Officer
Grade 9	Jail Programmer

APPENDIX B

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

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

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

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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250715-24
Agenda Topic Title for Publication:		Paycom Software Agreement
Date of Meeting: 07/15/2025	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: Supporting Documentation enclosed ☒		
The Board is being asked to adopt a one-year contract with Paycom, an integrated Human Resources and Payroll software solution, with the option to renew for an additional two years (total of three years). The initial contract cost is \$54,443.00 for Todd County, \$7,908.00 for Todd-Wadena Community Corrections, and \$3,424.00 for the Todd County Development Corporation (Total Cost - \$65,778.00) with an \$8,400.00 One-Time Implementation Fee which will be paid for through Source Grant Funding. The agreement includes a 2% price increase in both 2027 and in 2028. By adopting Paycom, Todd County will replace existing HR and payroll systems, resulting in an estimated cost savings of \$27,000.00 from discontinued software programs and an additional \$24,000.00 in time/labor savings. The transition to Paycom will streamline the timesheet entry process for employees, reduce processing errors, and improve overall efficiency in HR and payroll operations.		
Options:		
1. Approva Paycom Software Agreement.		
2. Do not approve Paycom Software Agreement.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 65,778.00 (Todd County: \$54,443.00, TCDC: \$7,908.00 and TCDC: \$3,424.00) Funding Source(s): Administration Budget	☒ Yes ☐ No	\$54,443.00 - Todd County Administration Budget \$7,908.00 - Todd Wadena Community Corrections Budget \$3,424.00 - Todd County Development Corporation Budget
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☒ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal