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

BOARD OF COMMISSIONERS
Regular Board Meeting Agenda

Tuesday, March 18, 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
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 - March 4th, 2025	
4.2	Gambling Permit - The Church of St. Joseph of Grey Eagle 06/13/2025	
4.3	Resignation Social Worker Camryn Schaber 03/20/2025	
4.4	Resignation Victoria Hayes - Administrative Assistant - 02/18/2025	
5	**County Auditor-Treasurer**	9:05
5.1	Commissioner Warrants	
5.2	Health & Human Services Commissioner Warrants	
5.3	Health & Human Services SSIS Warrants	
6	**Public Works**	9:10
6.1	Award of Construction Contract - 2025 Gravel Surfacing Construction Projects	
6.2	Award of Construction Contract - 2025 Dust Control Project	
6.3	Award of Construction Contract - 2025 Pavement Marking Project	
7	**Ditch/Ag Inspector**	9:15
7.1	County Ditch 27 - Hold Harmless Agreement - Ditch Maintenance	
8	**Facilities**	9:20
8.1	New Parking Lot Bids	
9	**County Sheriff**	9:25
9.1	Hire a FT Temp Jailer	
10	**Planning & Zoning**	9:30
10.1	Taylors Woods Third Addition Final Plat	
10.2	Hinrichs Acres Final Plat	
10.3	Miller Request for CUP	
10.4	Wardell Request for CUP	
10.5	Hemstock Request for CUP	
11	**Administration**	9:40
11.1	Rescind Board Action Tracking Number 20250218-48	
11.2	2025-2027 AFSCME Health and Human Services Contract	
11.3	2025-2027 AFSCME Public Works Contract	
11.4	2025 Non-Union and Appointed Officials Salaries	

over

Standing Reports

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

Adjourn

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Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-01**

Agenda Topic Title for Publication:	**Meeting Minutes Approval - March 4th, 2025**	
Date of Meeting: March 18th, 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: March 4th, 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 March 4th, 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 March 4th, 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 4th day of March, 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 Denny, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented with addition of 4.9 Resignation Part-Time Public Safety Telecommunicator Kayla Andersen, 4.10 Hire Part-Time Road Deputy Cole Yungbauer and 12.2 2025 Agreement Between Douglas County and Todd County for Shared Services of a GIS/E911 Coodinator.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for February 10th and 18th, 2025 and Joint County/SWCD Meeting Minutes for February 18th, 2025 as presented.
Approve the hiring of Mr. Tyler Odden to fill the vacant Public Works Sign Technician position at Grade 8, Step 1 ($24.97/hour).
Accept the resignation of Investigator Cole Yungbauer effective 03/03/2025.
Approve the resignation of Social Worker Dixie Allen, effective March 3rd, 2025.
Approve the resignation of Public Health Nurse Kelly Messer, effective February 21st, 2025.
To approve an Off Sale and On Sale 3.2 Malt Liquor License for TMF Resort Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective April 1, 2025 through March 31, 2026.
To approve a Setup License for TMF Resort Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective April 1, 2025 through March 31, 2026.
To approve an On Sale Wine License including strong beer for TMF Resort Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective April 1, 2025 through March 31, 2026.
Approve the resignation of Part-Time Public Safety Telecommunicator Kayla Andersen effective January 16, 2025.
To hire Cole Yungbauer to fill the open Part-Time Road Deputy position. Grade 10 Step 8, $35.02/hr. Start Date: TBD.

Auditor-Treasurer

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous rollcall vote: To approve the February 2025 Auditor Warrants number (ACH) 904832 through 904914 in the amount of $1,283,442.80 (Manual) 1047 through 1057 in the amount of $72,761.20 and (Regular) 243982 through 244123 in the amount of $895,966.63 for a total of $2,252,170.63.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 403743 through 403762 in the amount of $24,986.35 and (Regular) 58743 through 58774 in the amount of $16,688.56 for a total of $41,674.91.

On motion by Becker and second by Neumann, the following motion as introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 806255 through 806273 and (Regular) 712830 through 712865 for a total of $141,969.78.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601588 through 601597 and (Regular) 518285 through 518305 for a total amount of $87,268.91.

Public Works

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

AWARD OF CONSTRUCTION CONTRACT FOR 2025 BITUMINOUS HIGHWAY CONSTRUCTION

WHEREAS, sealed bids were received on February 25th, 2025 by the Todd County Public Works Director for SAP 077-603-010, SAP 077-622-014, CP 25:73, CP 25:78 and CP 77-25-01, said projects for highway construction related work at various locations in Todd County, and;

WHEREAS, the following sealed bids were received:

Mark Sand & Gravel Co.	Fergus Falls, Minnesota	$4,113,309.75
Central Specialties, Inc.	Alexandria, Minnesota	$4,125,035.93
Anderson Brothers Construction	Brainerd, Minnesota	$4,266,576.20
Minnesota Paving and Materials	Rogers, Minnesota	$4,399,198,.03
R.J. Zavoral and Sons, Inc.	East Grand Forks, Minnesota	$4,405,995.59
Knife River Corporation	Sauk Rapids, Minnesota	$4,823,858.39
Duininck, Inc.	Prinsburg, Minnesota	$5,046,727.74

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction projects to Mark Sand & Gravel Co. of Fergus Falls, Minnesota based on their low bid of $4,113,309.75.

Announcement of the FY2027 Federal HSIP Safety Project Grant from MnDOT was provided which is intended to be for the installation of 6" Ground-In Wet Reflective Stripes in the amount of $342,000.

County Attorney

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous vote: Approve the 2025 Agreement for Prosecution Services, Burtrum, Grey Eagle, Clarissa, Eagle Bend, Bertha, and Hewitt.

County Sheriff

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: Appoint Sarah Booker as the Todd County delegate to the CMESB Regional Advisory Committee and Michael Wisniewski as the alternate representative.

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous vote: To purchase the 2025 Chevy K1500 pickup from Alexandria Motors for the price of $48,510.00.

Planning & Zoning

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

Final Plat Approval – "Ambling Trail Plat" Subdivision

WHEREAS, Applicants and property owners Michael & Jeanne Bushard applied to subdivide a property that is described as part of Section 23 of Birchdale Township with the plat to be known as "Ambling Trail Plat",

WHEREAS, Ambling Trail Plat consists of two lots with an outlot; Block One, Lot 1, 117,991 square feet; Block One, Lot 2, 440,797 square feet; Block One, Outlot A, 55,044 square feet, located in Shoreland Recreational Development Zoning District in Birchdale Township,

WHEREAS, On January 2nd, 2025, the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

That part of Government Lot 1 and that part of the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota, described as follows:

> Beginning at the southeast corner of Lot 4, Block One, BIRCHDALE ESTATES, according to the recorded plat thereof;
>
> thence South 00 degrees 01 minutes 17 seconds East, assumed bearing along the southerly extension of the east line of said Lot 4, a distance of 12.22 feet, said point also being 142.11 feet northerly of the northeast corner of Lot 1, ANDERSON'S SUB-DIVISION, FIRST ADDITION, according to the recorded plat thereof;
>
> thence South 82 degrees 50 minutes 32 seconds West 535.18 feet to a point on the northerly extension of the easterly line of Lot 11, said ANDERSON'S SUB-DIVISION, FIRST ADDITION, said point also being 137.97 feet northerly of the northeast corner of said Lot 11;
>
> thence South 80 degrees 24 minutes 59 seconds West 428.44 feet to a point on a northerly extension of the easterly line of Lot 19, said ANDERSON'S SUB-DIVISION, FIRST ADDITION, said point also being 137.35 feet northerly of the northeast corner of said Lot 19;
>
> thence South 79 degrees 19 minutes 26 seconds West 361.80 feet to a point on the east line of BIRCHDALE ESTATES PLAT 3, according to the recorded plat thereof, said point also being

57.80 feet northerly of the southeast corner of Lot 1, Block One, said BIRCHDALE ESTATES PLAT 3;

thence North 07 degrees 38 minutes 29 seconds West, along said east line of BIRCHDALE ESTATES PLAT 3, a distance of 862.40 feet to the centerline of Trunk Highway No. 28;

thence North 48 degrees 44 minutes 23 seconds East, along said centerline of Trunk Highway No. 28, a distance of 632.34 feet to the westerly extension of the north line of Lot 1, aforesaid Block One, BIRCHDALE ESTATES;

thence North 89 degrees 45 minutes 52 seconds East, along said westerly extension of the north line of Lot 1, a distance of 114.26 feet to the northwesterly line of said Lot 1;

thence South 48 degrees 44 minutes 23 seconds West, along said northwesterly line of Lot 1, a distance of 207.47 feet to the westerly line of said BIRCHDALE ESTATES;

thence South 28 degrees 48 minutes 00 seconds East, along said westerly line of BIRCHDALE ESTATES, a distance of 1102.96 feet to the southwest corner of aforesaid Lot 4, Block One, BIRCHDALE ESTATES;

thence North 83 degrees 58 minutes 43 second East, along the south line of said Lot 4, a distance of 461.22 feet to the point of beginning.

WHEREAS, On January 21st, 2025, the Todd County Board of Commissioners considered the Preliminary Plat for the above-described property and approved the Ambling Trail Plat preliminary plat with two conditions:

1. All new driveway accesses shall be approved by the local road authority prior to installation.
2. Abide by all other applicable Federal, State, and Local standards.

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

NOW, THEREFORE BE IT RESOLVED, the final plat of "Ambling Trail Plat" be approved as presented.

Health & Human Services

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

On motion by Noska and second by Neumann, the following motion was introduced and adopted by unanimous vote: Approve notification to the Minnesota Department of Commerce, Todd County's intent to administer and deliver the Energy Assistance Program for FFY 2026.

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve the elimination of the Public Health Nurse position in the Adult Services Unit.

Solid Waste

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: To award the bid to Boyer Truck in the amount of $154,448.10 for Western Star 47X Semi-tractor.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To award the bid of $250,484.00 to North American Trailer for 2 walking floor trailers.

On motion Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve letter of support and contribution of $6,000.00 to Ottertail County application of C&D Management Grant.

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: Authorize Solid Waste Director to sign proposal with Barr for professional services for $15,500.00.

On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous vote: Authorize Solid Waste Director to sign proposal with Widseth for professional services for $18,500.

Administration

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the Todd County Recorder as the Supervisor for the GIS department.

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: To approve the 2025 Agreement between Douglas County and Todd County for shared services of a GIS/E911 Coordinator.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reminded of the upcoming March Township elections and absentee for upcoming Osakis School special election on April 8th is now open. Also, the final preparation for CLA's annual audit upcoming visit is nearing completion. The 2025 Property Tax Statements are nearing completion for release to mailboxes in the next week or so.

County Attorney's Report

The County Attorney had nothing to report.

County Coordinator's Report

The County Coordinator attended a broadband, lunch & learn, paycom software, wellness, Sourcewell, TCDC./LP Chamber and GIS contract with Douglas County meetings.

County Commissioner's Report

The Commissioners reported on meetings and events attended.
Commissioner Becker attended the Region V and TWCC interview meetings.
Commissioner Neumann attended the SRWD, 1W1P-SR and SR JD2 Miller's Bay meetings.
Commissioner Noska attended regular meetings with nothing special to report.

Todd County
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Commissioner Byers attended the personnel and union discussion meetings.
Commissioner Denny attended the regular scheduled meetings including union discussions.

Recess

Chair Byers recessed the meeting until March 18th, 2025.

AUDITOR WARRANTS

VENDOR NAME		AMOUNT
AMAZON CAPITAL SERVICES	$	4,671.00
CLIFTON LARSONALLEN, LLP	$	17,430.00
GERTH/CHARLOTTE	$	2,000.00
LONG PRAIRIE LEADER	$	3,276.00
LONG PRAIRIE SANITATION INC	$	6,184.75
VERIZON	$	6,901.34
WEST CENTRAL TECH SERVICE AREA	$	4,228.47
37 PAYMENTS LESS THAN 2000	$	17,417.13
ACOM SYSTEMS	$	4,000.00
CARD SERVICES COBORNS	$	2,514.65
CENTERPOINT ENERGY	$	3,099.52
CENTRA CARE	$	12,714.58
FLEET SERVICES/WEX BANK	$	7,386.93
HEALTH PARTNERS DENTAL	$	8,590.01
HY-TEC CONSTRUCTION	$	432,250.00
LEADSONLINE LLC	$	3,106.00
LONG PRAIRIE OIL COMPANY	$	5,421.65
MINNESOTA UI	$	6,290.85
MN DEPT OF FINANCE	$	6,259.50
MORRISON COUNTY	$	16,369.50
PETERS LAW OFFICE, P.A.	$	7,475.00
POPE DOUGLAS SOLID WASTE MANAGEMENT	$	11,514.00
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTHORITY	$	93,473.61
PRAIRIE PHARMACY	$	2,286.69
SHIRLEY'S GAS & GROCERIES INC	$	3,668.98
STAPLES ADVANTAGE	$	3,290.31
STEP	$	10,473.70
TODD CO AUD-TREAS	$	8,828.23
TOWN OF BARTLETT	$	27,561.26
TOWN OF BERTHA	$	27,933.84
TOWN OF BIRCHDALE	$	41,743.71
TOWN OF BRUCE	$	29,347.47
TOWN OF BURLEENE	$	27,110.21
TOWN OF BURNHAMVILLE	$	36,258.88
TOWN OF EAGLE VALLEY	$	41,062.61
TOWN OF FAWN LAKE	$	34,767.07
TOWN OF GERMANIA	$	35,570.50
TOWN OF GORDON	$	32,871.66
TOWN OF GREY EAGLE	$	28,194.96

TOWN OF HARTFORD	$	42,770.40
TOWN OF IONA	$	39,702.82
TOWN OF KANDOTA	$	26,375.89
TOWN OF LESLIE	$	29,441.33
TOWN OF LITTLE ELK	$	23,866.63
TOWN OF LITTLE SAUK	$	37,445.20
TOWN OF LONG PRAIRIE	$	35,161.97
TOWN OF MORAN	$	33,550.93
TOWN OF REYNOLDS	$	32,061.22
TOWN OF ROUND PRAIRIE	$	44,640.42
TOWN OF STAPLES	$	32,751.99
TOWN OF STOWE PRAIRIE	$	38,009.22
TOWN OF TURTLE CREEK	$	18,826.58
TOWN OF VILLARD	$	40,194.81
TOWN OF WARD	$	36,460.81
TOWN OF WEST UNION	$	24,224.23
TOWN OF WYKEHAM	$	37,096.38
ULINE	$	4,521.21
VOYANT COMMUNICATIONS, LLC	$	3,516.44
WIDSETH SMITH NOLTING INC	$	5,540.50
38 PAYMENTS LESS THAN 2000	$	16,668.42
ALL STATE COMMUNICATIONS	$	2,890.00
ANOKA CO GOVERNMENT CENTER	$	8,375.00
CARDMEMBER SERVICE	$	2,326.13
CARGILL SALT DIVISION	$	7,634.10
CENTERPOINT ENERGY	$	2,322.34
CENTERPOINT ENERGY	$	11,116.28
COUNTIES PROVIDING TECHNOLOGY	$	8,006.00
GALLAGHER BENEFIT SERVICES INC	$	2,000.00
MADDEN GALANTER HANSEN, LLP	$	17,675.10
MINNESOTA POWER	$	20,737.03
MISSISSIPPI HEADWATERS BOARD	$	7,700.00
MORRISON SWCD	$	4,183.23
STOECKEL JAHNER INC	$	2,730.00
WADENA COUNTY SHERIFF	$	2,997.50
35 PAYMENTS LESS THAN 2000	$	14,606.22
SCHOOL DISTRICT 2170	$	7,140.67
SCHOOL DISTRICT 486	$	4,830.83
TOWN OF BRUCE	$	2,415.41
TOWN OF FAWN LAKE	$	3,320.46
4 PAYMENTS LESS THAN 2000	$	2,651.02
AMAZON CAPITAL SERVICES	$	2,580.12
DOHERTY STAFFING SOLUTIONS	$	2,627.35
EAGLE BEND FARM & LUMBER SUPPLY INC	$	2,280.59
EBSO INC	$	327,049.63
MCIT	$	2,281.00
METRO SALES INC	$	3,860.48

MINNESOTA POWER	$	5,133.75
PEMBERTON SORLIE RUFER & KERSHNER	$	7,215.60
27 PAYMENTS LESS THAN 2000	$	14,351.62
MN DEPT OF REVENUE	$	59,569.02
US BANK - CC	$	8,454.06
10 PAYMENTS LESS THAN 2000	$	4,738.12
TOTAL:	$	2,252,170.63

COMMISSIONER WARRANTS

VENDOR NAME		AMOUNT
EMERGENCY AUTOMOTIVE TECHNOLOGIES	$	4,415.17
INTRADYN	$	2,080.00
LITTLE FALLS MACHINE INC	$	2,724.88
LONG PRAIRIE LEADER	$	5,054.50
MCCC, MI33	$	8,695.00
NORTHSTAR PLUMBING, HEATING AND AIR	$	3,625.14
46 PAYMENTS LESS THAN 2000	$	15,080.22
Total:	$	41,674.91

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME		AMOUNT
DHS - SWIFT	$	46,390.48
FRESHWATER EDUCATION DISTRICT 6004	$	18,660.00
INNOVATIVE OFFICE SOLUTIONS, LLC	$	42,819.75
QUALITY LOGO PRODUCTS	$	2,669.11
TODD COUNTY AUDITOR-TREASURER	$	15,096.10
50 PAYMENTS LESS THAN 2000	$	16,334.34
Total:	$	141,969.78

VENDOR NAME		AMOUNT
DHS - MSOP - MN SEX OFFENDER PROG - 462	$	6,038.80
GERARD TREATMENT PROGRAMS	$	9,475.46
GREATER MN FAMILY SRVS INC	$	18,233.76
HOLISTIC FAMILY EDUCATION SRVS	$	2,049.05
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	$	3,129.30
MERIDIAN SERVICES INC	$	3,272.14
NORTHWOOD CHILDRENS SERVICES	$	8,522.22
PRAIRIE LAKES YOUTH PROGRAMS	$	14,023.07
STEP	$	5,085.33
VILLAGE RANCH INC	$	11,260.44
21 PAYMENTS LESS THAN 2000	$	6,179.34
Total:	$	87,268.91

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Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*****:**		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-02**

Agenda Topic Title for Publication:	**Gambling Permit - The Church of St. Joseph of Grey Eagle**	
Date of Meeting: March 18th, 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* ☐		
Application has been filed in the Auditor-Treasurer's Office.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: to approve a gambling permit for The Church of St. Joseph of Grey Eagle to hold a raffle event at the Shattuck's Hub Supper Club in Burnhamville Township at the address of 30905 County 13, Burtrum, MN on June 13th, 2025.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

GAMBLING PERMIT – THE CURCH OF ST. JOSEPH OF GREY EAGLE

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for The Church of St. Joseph of Grey Eagle through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for The Church of St. Joseph of Grey Eagle to hold a raffle event at the Shattuck's Hub Supper Club in Burnhamville Township at the address 30905 County 13, Burtrum, MN on June 13th, 2025.

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Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-03**

Agenda Topic Title for Publication:	**Resignation Social Worker Camryn Schaber**	
Date of Meeting: 3/18/2025	Agenda Time Requested: 5 min	☒ Consent Agenda

Organization / Department Requesting Action: Health & Human Services

Person Presenting Topic at Meeting: Jackie Och (consent item)

Background: *Supporting Documentation enclosed* ☐

Camryn Schaber has resigned from her position as Social Worker in the Child Services Unit, effective March 20th, 2025.

Options:

1. Approve the resignation of Social Worker Camryn Schaber, effective March 20th, 2025.
2. Not approve.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the resignation of Social Worker Camryn Schaber, effective March 20th, 2025.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ **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 Certification

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

Seal

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-04**

Agenda Topic Title for Publication:	**Resignation Victoria Hayes - Administrative Assistant - 2/18/2025**	
Date of Meeting: 03/18/2025	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Nellie Johnson		
Background: *Supporting Documentation enclosed* ☐		
Victoria Hayes has resigned from her position as Administrative Assistant in Veterans Services effective February 18, 2025.		
Options:		
1. Approve the resignation of Administrative Assistant Victoria Hayes, effective February 18, 2025. **2. Not approve.**		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the resignation of Administrative Assistant Victoria Hayes, effective February 18, 2025.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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COUNTY OF TODD}
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Seal

Revised 01/2025

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 :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-05**

Agenda Topic Title for Publication:	**Approve Commissioner Warrants**	
Date of Meeting: March 18th, 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) 403763 through 403795 in the amount of $41,066.44 and (Regular) 58775 through 58807 in the amount of $45,127.72 for a total of $86,194.16.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

**** Todd County ****

WARRANTS FOR PUBLICATION

Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****

WARRANTS FOR PUBLICATION

Warrants Approved On 3/18/2025 For Payment 3/21/2025

Vendor Name	Amount
CARGILL SALT DIVISION	19,172.95
CENTRAL STATES WIRE PROD INC	2,820.00
CITY OF ST CLOUD	8,400.36
CUMMINS NPOWER LCC	2,062.10
HENNEN FLOOR COVERING INC	3,856.99
HILLYARD	3,447.18
LONG PRAIRIE LEADER	5,539.50
MIDWEST LOCK & DOOR, INC	2,783.00
NORTHERN STAR COOP	6,579.12
VIKING GARAGE DOOR CO	2,144.00
ZIEGLER INC	2,710.00
55 Payments less than 2000	26,678.96
Final Total:	86,194.16

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

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		Board Action Tracking Number :
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-06**

Agenda Topic Title for Publication:	**Health & Human Services Commissioner Warrants**	
Date of Meeting: March 18th, 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) 806274 through 806328 and (Regular) 712866 through 712910 for a total of $65,827.96.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}
COUNTY OF TODD}
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Seal

**** Todd County ****

WARRANTS FOR PUBLICATION

Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****

WARRANTS FOR PUBLICATION

Warrants Approved On 3/18/2025 For Payment 3/21/2025

Vendor Name		Amount
14	Payments less than 2000	4,909.43
	Final Total:	4,909.43

Warrants for Publication

Approval Date	**3/18/2025**	**Payment Date**	**3/21/2025**

Vendor name or #	**Amount**
Rural MN CEP Inc	$ 11,490.86
V#17772 - Cost Eff Health Ins	$ 2,682.92
UPPS-POC	$ 5,755.00
Williams Dingman Family Funeral	$ 3,500.00
82 Payments Less Than 2000	$ 37,489.75
Final Total	**$60,918.53**

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-07**

Agenda Topic Title for Publication:	**Health & Human Services SSIS Warrants**	
Date of Meeting: March 18th, 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) 601598 through 601616 and (Regular) 518306 through 518327 for a total amount of $90,460.90.		

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}
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Seal

Warrants for Publication

Payment Date:	**3/21/2025**	**Approval Date:**	**3/18/2025**

Vendor name or #	**Amount**	
# 16704	6333.60	Foster care provider
# 17598	3783.64	Foster care provider
GREATER MN FAMILY SRVS INC	3215.41	
HEARTLAND GIRLS RANCH	20122.48	
NORTHERN PINES MENTAL HLTH CTR INC	2090.00	
NORTHWOOD CHILDRENS SERVICES	3500.00	
STEP	8938.08	
# 17734	2516.08	
VILLAGE RANCH INC	10372.98	
WEST CENTRAL REG JUVENILE CTR	9100.00	
	$20,488.63	31 Pymts less than $2000
Final Total	**$90,460.90**	

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

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-08**

Agenda Topic Title for Publication:	**Award of Construction Contract - 2025 Gravel Surfacing Construction Projects**	
Date of Meeting: 03/18/2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda

Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer

Background: *Supporting Documentation enclosed* ☒

Award of construction contract for 2025 gravel sufacing highway construction related projects located in various locations in Todd County.

Options:

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

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve attached resolution for Award of Construction Contract for 2025 Gravel Surfacing Projects.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 290,587.00 **Funding Source(s):** Sales Tax	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}
COUNTY OF TODD}
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Seal

Revised 01/2025

AWARD OF CONSTRUCTION CONTRACT FOR 2025 GRAVEL SURFACING PROJECTS

WHEREAS, sealed bids were received on March 11th, 2025 by the Todd County Public Works Director for CP 25:71, CP 25:85 and CP 25:86, said projects for gravel surfacing located on County Road 71, County Road 85 & County Road 86, and;

WHEREAS, the following sealed bids were received:

Swenson Aggregate Construction, LLC	Pine River, Minnesota	$290,587.00
DLL Excavating, Inc.	Little Falls, Minnesota	$311,270.00
Central Specialties, Inc.	Alexandria, Minnesota	$318,165.00
Sanders Construction, Inc.	Randall, Minnesota	$365,012.00
Mark Sand & Gravel	Fergus Falls, Minnesota	$461,540.00

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction projects to Swenson Aggregate Construction, LLC of Pine River, Minnesota based on their low bid of $290,587.00.

Contract 2025 Todd County Gravel Surfacing Contract - Bid Summary

Report Date	Contract Name	Contract Number	Local	Release Date	Bid opening
3/11/2025	2025 Todd County Gravel Surfacing Contract	202502	CP 25:71	3/11/2025	3/11/2025, 10:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	$309,400.00	
Swenson Aggregate & Construction, LLC	$290,587.00	6.08% UNDER
DLL Excavating, Inc.	$311,270.00	0.60% OVER
Central Specialties	$318,165.00	2.83% OVER
Sanders Construction, Inc.	$365,012.00	17.97% OVER
Mark Sand & Gravel Co.	$461,510.00	49.16% OVER

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-09**

Agenda Topic Title for Publication:	**Award of Construction Contract - 2025 Dust Control Project**	
Date of Meeting: 03/18/2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
Background: *Supporting Documentation enclosed* ☒		
Award of construction contract for 2025 dust control project known as CP 77-25-08 located on various Todd County highways.		
Options:		
#1 Approve attached resolution. **#2 Do not approve attached resolution.**		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve attached resolution for Award of Construction Contract for 2025 Dust Control Project.		

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 118,565.29 **Funding Source(s):** Local Levy	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}
COUNTY OF TODD}
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Seal

WHERE THE FOREST MEETS THE PRAIRIE

Todd County

MINNESOTA • EST. 1855

AWARD OF CONSTRUCTION CONTRACT FOR 2025 DUST CONTROL PROJECT

WHEREAS, sealed bids were received on March 11th, 2025 by the Todd County Public Works Director for CP 77-25-08, said project for dust control located on various highways in Todd County, and;

WHEREAS, the following sealed bids were received:

Knife River Corporation	Sauk Rapids, Minnesota	$118,565.29
All States Pavement Recycling & Stabilization	Rogers, Minnesota	$126,266.14
EnviroTech Services	Greeley, Colorado	$131,816.30
Northern Salt, Inc.	Saint Paul, Minnesota	$133,203.84

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction projects to Knife River Corporation of Sauk Rapids, Minnesota based on their low bid of $118,565.29.

Contract 2025 Todd County Dust Control Contract - Bid Summary

Report Date	Contract Name	Contract Number	Local	Release Date	Bid opening
3/11/2025	2025 Todd County Dust Control Contract	202504	CP 77-25-08	2/10/2025	3/11/2025, 10:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	$124,184.83	
Knife River Corp. - Sauk Rapids	$118,565.29	4.53% UNDER
Allstates Pavement Recycling and Stabilization	$126,266.14	1.68% OVER
EnviroTech Services, Inc.	$131,816.30	6.15% OVER
Northern Salt, Inc.	$133,203.84	7.26% OVER

Todd County — Board Action Form

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

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-10**

Agenda Topic Title for Publication:	**Award of Construction Contract - 2025 Pavement Marking Project**	
Date of Meeting: 03/18/2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda

Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer

Background: *Supporting Documentation enclosed* ☒

Award of construction contract for 2025 pavement marking project known as CP 77-25-03 located on various Todd County highways.

Options:

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

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve attached resolution for Award of Construction Contract for 2025 Pavement Marking Project.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 167,555.04 **Funding Source(s):** Local Levy	☒Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

AWARD OF CONSTRUCTION CONTRACT FOR 2025 PAVEMENT MARKING PROJECT

WHEREAS, sealed bids were received on March 11th, 2025 by the Todd County Public Works Director for CP 77-25-03, said project for pavement markings located on various highways in Todd County, and;

WHEREAS, the following sealed bids were received:

Sir Lines-A-Lot, LLC	Edina, Minnesota	$167,555.04
Fahrner Asphalt Sealers, LLC	Eau Claire, Minnesota	$184,474.98
KAMCO Inc.	Dassel, Minnesota	$185,674.87

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction projects to Sir Lines-A-Lot, LLC of Edina, Minnesota based on their low bid of $167,555.04.

Contract 2025 Todd County Maintenance Striping Contract - Bid Summary

Report Date	Contract Name	Contract Number	Local	Release Date	Bid opening
3/11/2025	2025 Todd County Maintenance Striping Contract	202503	CP 77-25-03	2/11/2025	3/11/2025, 10:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	$189,266.54	
Sir Lines-A-Lot, LLC	$167,555.04	11.47% UNDER
Fahrner Asphalt Sealers, LLC	$184,474.98	2.53% UNDER
KAMCO Inc	$185,674.87	1.90% UNDER

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-11**

Agenda Topic Title for Publication:	**County Ditch 27 - Hold Harmless Agreement - Ditch Maintenance**	
Date of Meeting: March 18, 2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
Background: *Supporting Documentation enclosed* ☒		
Attachment 1: Resolution Attachment 2: Hold Harmless Agreement Attachment 3: Aerial Photo Attachment 4: Project Photo		
Options:		
Approve HHA **Do not approve HHA**		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Acting as Ditch Authority, approves a Hold Harmless Agreement petiton from Bruce Zeidler to clean approximately 3,826 feet of the Main Ditch of CD27 on his parcels 28-0014100 & 28-0014400, and on Charles Dickey's parcel 28-0014601, Wykeham Twp section 16. The project will be done at his own expense.		

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ 0 **Funding Source(s):**	☐Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}
COUNTY OF TODD}
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Seal

Revised 01/2025

TODD COUNTY DITCH AUTHORITY

HOLD HARMLESS AGREEMENT – DITCH MAINTENANCE – COUNTY DITCH 27

WHEREAS, Bruce Zeidler is requesting to maintain approximately 3,826 feet of the Main Ditch of County Ditch 27 that is located on his parcels 28-0014100 & 28-0014400 and on Charles Dickey's parcel 28-0014601. A Hold Harmless Agreement has been signed and submitted to the Ditch Authority, and;

WHEREAS, an onsite inspection has been done, and;

WHEREAS, applicant is allowed to maintain the drainage ditch to the original width, depth and grade. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Spoil must be side cast and leveled, staying within 16.5 feet of the ditch or moved to an approved upland site.

NOW, THEREFORE BE IT RESOLVED, the Todd County Ditch Authority gives permission to Bruce Zeidler to maintain approximately 3,826 feet of the Main Ditch of CD27 that is located on parcels 28-0014100, 28-0014400 & 28-0014601, Wykeham Twp section 16. This maintenance will be done at his own expense.

Board Action Tracking Number: 20250318-11

RECEIVED
JAN 08 2025
By____________

HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair

Whereas, Applicant Bruce Zeidler requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. 27 that runs through the below properties:

Landowner Bruce Zeidler parcel # 28-0014100
Landowner Bruce Zeidler parcel # 28-0014400
Landowner Charles Dickey parcel # 28-0014601
Landowner ____________ parcel # ____________

Section 16 Township 131 Range 35

Proposed Project Description: [X] Ditch Maintenance – length of ditch 3826 ft

[ ] Private crossing installation/replacement

Include map of project location and project plans

Maintain ditch to origial width + Depth and Level spoilage – work done by MBC.

Applicant will have one year from the date of this application approval to complete the proposed project.

Person/Contractor name doing work: ____________
Address: ____________
Contact phone #'s ____________

Whereas, applicant is allowed to maintain the drainage ditch to the original width, depth, and grade. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Culverts can be replaced at the existing elevation. Spoil must be side cast and leveled.

Whereas, APPROVAL OF THIS HOLD HARMLESS AGREEMENT ONLY APPLIES TO THE COUNTY DITCH AUTHORITY (MN Rule Chapter 103E). Permits from local, state and federal agencies may be required. Before commencing work in or near wetlands, the application form for Water/Wetland Project must be filled out and mailed to the appropriate agencies; 1. Todd Soil, Water, Conservation, Development Division, 2. Army Corps of Engineers, 3. MN DNR Division of Waters, 4. Sauk River Water Shed District (if in dist.) 5. Board of Water Soil Resources.

Whereas, said applicant will not do any cleaning/repair of said ditch until approval is received from all agencies.

Whereas, the applicant and/or contractor agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the applicant, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the applicant or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

I do hereby agree to the above terms, I agree to hold the County harmless and indemnify it and follow all the rules and regulations.

Dated: 1-8-25

Applicant Signature Bruce Zeidler Phone # 218-738-5438

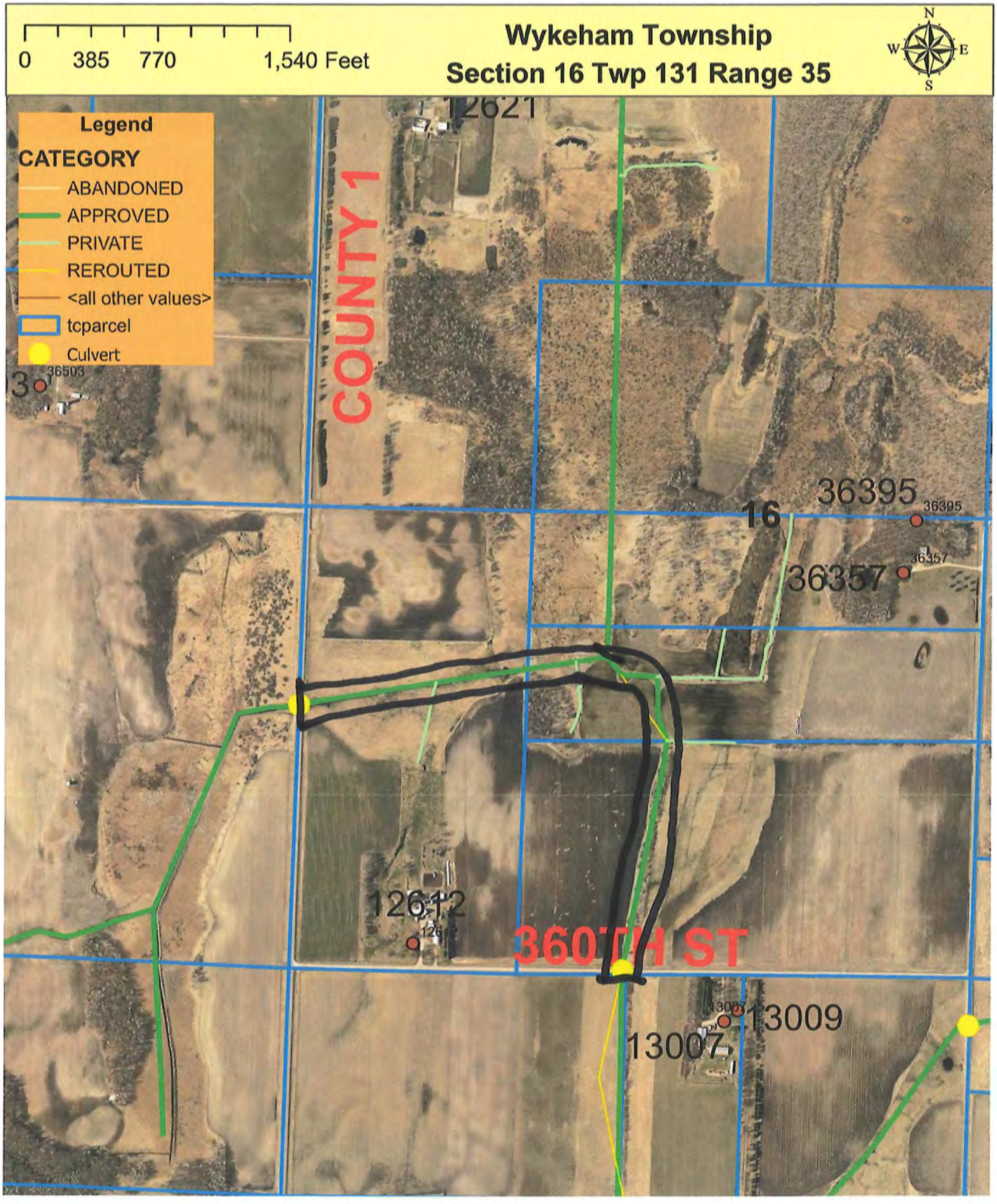
Landowner Signature: Bruce Zeidler Phone # 11

Landowner Signature: Charles E Dickey Phone # 218-639-2273

Landowner Signature: ____________ Phone # ____________

Landowner Signature: ____________ Phone # ____________

Updated 10/04/2023



County Ditch 27
Bruce Zeidler
28-0014100 & 28-0014400
Charles Dickey
28-0014601

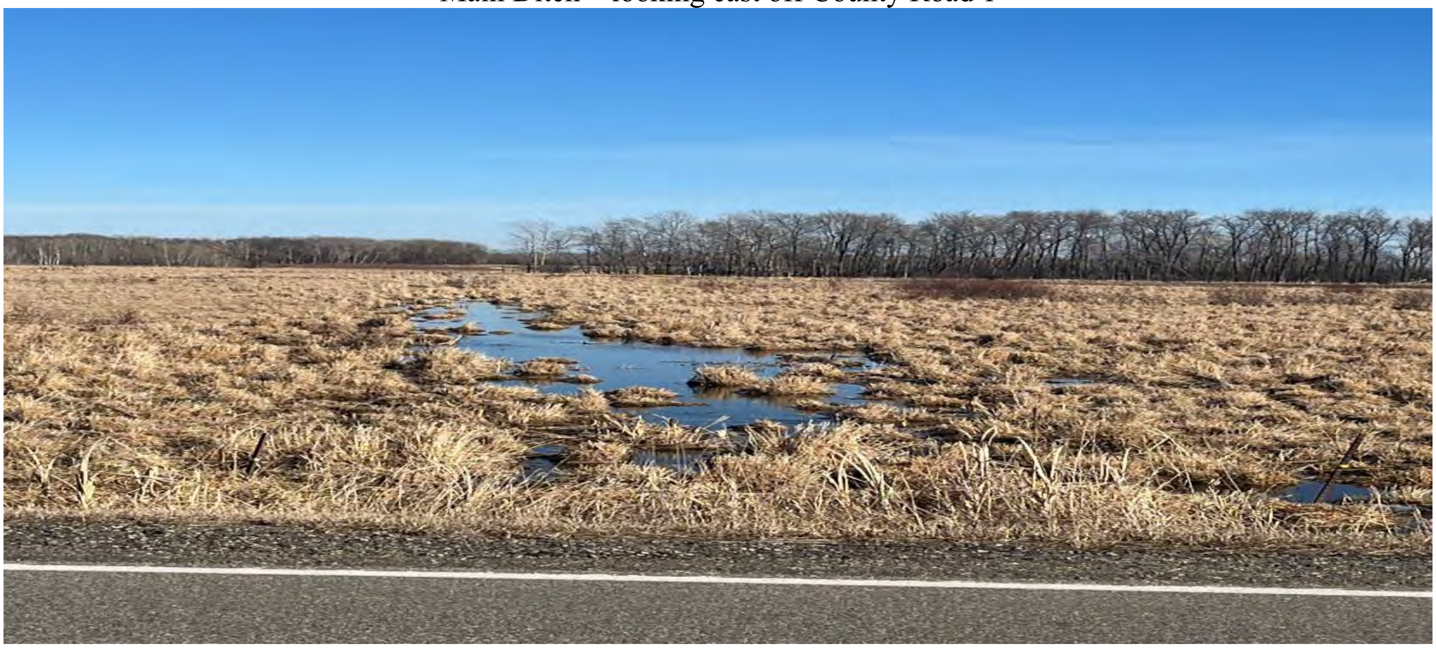
Todd County Ditch & Ag Inspector
44 Riverside Drive
Long Prairie, MN 56347
Office (320)533-4651
nancy.uhlenkamp@co.todd.mn.us
November 20, 2024

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

DITCH & AG INSPECTOR
Nancy Uhlenkamp
44 Riverside Drive
Long Prairie, MN 56347
nancy.uhlenkamp@co.todd.mn.us
www.co.todd.mn.us
Phone: 320-533-4651

County Ditch 27 – Bruce Zeidler & Charles Dickey
HHA – Ditch Maintenance - 28-0014100, 28-0014400 & 28-0014601
County Board Meeting – March 18, 2025

Main Ditch – looking east off County Road 1



Main Ditch looking north off 360th Street

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-12**

Agenda Topic Title for Publication:	**New Parking Lot Bids**	
Date of Meeting: 3/18/2025	Agenda Time Requested: 5 mins	☐ Consent Agenda

Organization / Department Requesting Action: Facilities Department

Person Presenting Topic at Meeting: Mitch Johnson, Facilities Manager

Background: *Supporting Documentation enclosed* ☐

The Facilities Committee is recommending to move forward with the parking lot project bidding process. See attachment.

Options:

1) Approve to go out for bid on the Parking Lot project
2) Do not approve the request

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve to go out for bid on the Parking Lot project.

Additional Information:	**Budgeted:**	**Comments**
Financial Implications: $ **Funding Source(s):** 111-6601	☐Yes ☐No	

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

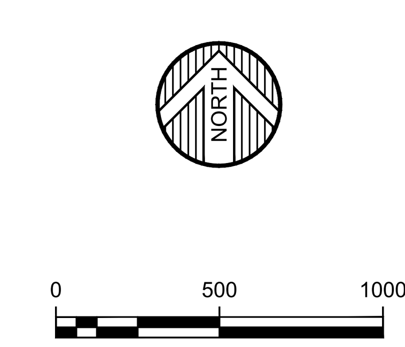
TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

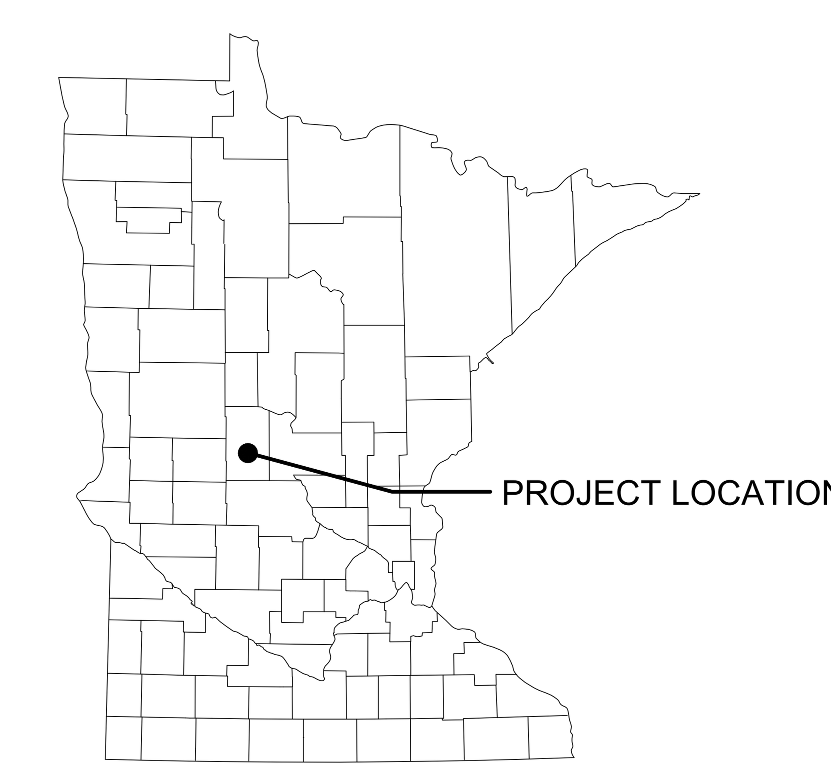
INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
C1.1	TITLE SHEET
C1.2	LEGEND
C1.3	STATEMENT OF ESTIMATED QUANTITIES
C2.1-C2.2	CONSTRUCTION DETAILS
C3.1	EXISTING CONDITIONS & REMOVALS
C4.1	SITE PLAN
C5.1	GRADING PLAN
C6.1	EROSION CONTROL PLAN
---	LIGHTING PLAN (TO BE ADDED)

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.





CITY OF LONG PRAIRIE, TODD COUNTY

WIDSETH
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PRELIMINARY NOT FOR CONSTRUCTION

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE:	NOVEMBER 2024
SCALE:	AS SHOWN
DRAWN BY:	JDS
CHECKED BY:	JDS
JOB NUMBER:	2024-11974

TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

TITLE SHEET

SHEET NO.
C1.1

SURVEY MONUMENTS

- BENCH MARK
- FOUND CIM
- FOUND CPNT.
- FOUND JLM
- FOUND LATH
- FOUND PIPE
- FOUND READING
- STAKED CIM
- STAKED CPNT.
- STAKED JLM
- STAKED PIPE

EXISTING TOPO SYMBOLS

- AC UNIT
- FENCE POST
- FLAG POLE
- GUARD POST
- GUY ANCHOR
- GUY POLE
- HANDICAP SYMBOL
- MAILBOX
- SHRUB
- SIGN DOUBLE POST
- SIGN SINGLE POST
- TREE CONIFER
- TREE DECIDUOUS
- TREE STUMP
- TV DISH
- WETLAND SYMBOL
- YARD LIGHT

EXISTING UTILITY MUNICIPAL SYMBOLS

- APRON
- LIFT STATION
- SANITARY CLEANOUT
- SANITARY MANHOLE
- STORM CATCH BASIN
- STORM INLET

EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)

- STORM MANHOLE
- WATER CURB STOP
- WATER HANDHOLE
- WATER HYDRANT
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WATER WELL
- UTILITY SIZE & TYPE

EXISTING UTILITY PRIVATE SYMBOLS

- ELEC GROUND LIGHT
- ELEC HANDHOLE
- ELEC LIGHT POLE
- ELEC MANHOLE
- ELEC METER
- ELEC PEDESTAL
- ELEC POLE
- ELEC SIGNAL
- ELEC TRANSFORMER BOX
- GAS METER
- GAS VALVE
- LP TANK
- TELE HANDHOLE
- TELE MANHOLE
- TELE PEDESTAL
- TELE POLE
- TV HANDHOLE
- TV PEDESTAL

SOIL BORING SYMBOLS

- LASER-INDUCED FLUORESCE BORING
- LYSIMETER
- MONITOR WELL
- PERC TEST
- PIEZOMETER
- RECOVERY WELL
- SOIL BORING
- SOIL VAPOR POINT
- VAPOR SURVEY POINT

PROPOSED UTILITY MUNICIPAL SYMBOLS

- APRON PROPOSED
- SANITARY CLEANOUT PROPOSED
- SANITARY LIFT STATION PROPOSED
- SANITARY LIFT STATION VALVE MANHOLE PROPOSED
- SANITARY MANHOLE PROPOSED
- SANITARY PLUG PROPOSED
- STORM CATCH BASIN PROPOSED
- STORM MANHOLE PROPOSED
- WATER 11 1/4° BEND PROPOSED
- WATER 22 1/2° BEND PROPOSED
- WATER 45° BEND PROPOSED
- WATER 90° BEND PROPOSED
- WATER CAP PROPOSED
- WATER CROSS PROPOSED
- WATER CURB STOP PROPOSED
- WATER HYDRANT PROPOSED
- WATER REDUCER PROPOSED
- WATER SLEEVE PROPOSED
- WATER TEE PROPOSED
- WATER VALVE PROPOSED

PROPOSED UTILITY PRIVATE SYMBOLS

- ELEC LIGHT POLE PROPOSED

EROSION CONTROL SYMBOLS

- SURFACE DRAINAGE ARROW
- STORM DRAIN INLET PROTECTION

TRAFFIC CONTROL DEVICES & SYMBOLS

- TRAFFIC CONTROL SIGN (1 POST)
- TRAFFIC CONTROL SIGN (2 POST)
- TYPE III BARRICADE
- DRUM CHANNELIZER
- FLASHING ARROW OR MESSAGE BOARD

EXISTING TOPOGRAPHIC LINES

- CENTER LINE
- EDGE OF WOODS
- FENCE BARB WIRE
- FENCE CHAIN LINK
- FENCE WOOD
- FORCEMAIN
- OVERHEAD CABLE TV
- OVERHEAD ELECTRIC
- OVERHEAD TELE
- RAILROAD
- RETAINING WALL
- SANITARY SEWER
- SANITARY SEWER SERVICE
- STORM SEWER
- STORM SEWER DRAIN TILE
- UNDERGROUND CABLE TV
- UNDERGROUND ELECTRIC
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- UNDERGROUND TELE
- WATERMAIN
- WATERMAIN SERVICE
- WETLAND EDGE

R/W, LOT & EASEMENTS LINES

- BUILDING SETBACK LINE
- LOT LINE PROPOSED
- EASEMENT LINE
- EASEMENT LINE PROPOSED
- LOT LINE
- MNDOT CONTROLLED ACCESS LINE
- RIGHT OF WAY EXISTING
- RIGHT OF WAY PROPOSED

PROPOSED CONSTRUCTION LINES

- FENCE CHAIN LINK PROPOSED
- FENCE WOOD PROPOSED
- FENCE BARB WIRE PROPOSED
- FORCEMAIN PROPOSED
- SANITARY SEWER PROPOSED
- SANITARY SERVICE PROPOSED
- STORM SEWER PROPOSED
- STORM SEWER DRAIN TILE PROPOSED
- WATERMAIN PROPOSED
- WATERMAIN SERVICE PROPOSED

EROSION CONTROL LINES

- BALE CHECK
- BIO ROLL
- SILT FENCE
- SILT FENCE TYPE HEAVY DUTY
- SILT FENCE TYPE MACHINE SLICED
- SILT FENCE TYPE PREASSEMBLED
- FLOTATION SILT CURTAIN

HATCH PATTERN AND SHADING LEGEND

- RANDOM RIPRAP
- SOD
- SEED
- HYDRAULIC STABILIZER
- EROSION CONTROL BLANKET
- TEMP. ROCK CONSTRUCTION ENTRANCE
- BUILDING WALL HATCH
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE
- EASEMENT PATTERN

DOCUMENTATION SYMBOLS

- SECTION ARROW - SECTION NUMBER TOP; PAGE OF SECTION BOTTOM

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TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

LEGEND

SHEET NO.
C1.2

STATEMENT OF ESTIMATED QUANTITIES - BASE BID

NOTES	SPEC. NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY
	2021.501	MOBILIZATION	LUMP SUM	1
	2101.501	CLEARING AND GRUBBING	LUMP SUM	1
	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	120
1	2105.607	COMMON EXCAVATION	CU YD	1200
	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	430
2	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	160
2	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	210
3	2511.507	RANDOM RIPRAP CLASS II	CU YD	2
	2521.518	4" CONCRETE WALK	SQ FT	25
4	2540.602	6" PRECAST CONCRETE WHEEL STOP	EACH	12
5	2563.601	TRAFFIC CONTROL	LUMP SUM	1
	2564.602	SALVAGE AND INSTALL SIGN (EXISTING)	EACH	1
	2564.602	INSTALL SIGN (ACCESSIBLE STALL)	EACH	1
6,7	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1
6,7	2573.502	STORM DRAIN INLET PROTECTION	EACH	2
6,7	2573.503	SILT FENCE, TYPE HI	LIN FT	290
6,7	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP, COMPOST, OR ROCK	LIN FT	60
8	2574.507	COMMON TOPSOIL BORROW	CU YD	30
	2575.501	TURF ESTABLISHMENT	LUMP SUM	1
	2575.504	ROLLED EROSION PREVENTION CATEGORY 10	SQ YD	300
	2582.503	4" SOLID LINE PAINT - WHITE	LIN FT	1500
	2582.518	PAVEMENT MESSAGE PAINT (ACCESSIBLE STALL)	SQ FT	14

STATEMENT OF ESTIMATED QUANTITIES - ADD ALTERNATE 1

NOTES	SPEC. NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY
	2545.502	LUMINAIRE (LED)	EACH	2
	2545.502	LIGHT FOUNDATION DESIGN E	EACH	2
	2545.502	SERVICE CABINET - TYPE L1	EACH	1
	2545.503	1.5" NON-METALLIC CONDUIT	LIN FT	100
	2545.503	2" NON-METALLIC CONDUIT	LIN FT	100
	2545.503	UNDERGROUND WIRE 1/C 1 AWG	LIN FT	100
	2545.503	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	100

STATEMENT OF ESTIMATED QUANTITIES - ADD ALTERNATE 2

NOTES	SPEC. NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY
4	2557.603	6' VINYL FENCE - WHITE	LIN FT	144

STATEMENT OF ESTIMATED QUANTITIES - ADD ALTERNATE 3

NOTES	SPEC. NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY
9	2104.503	REMOVE CURB AND GUTTER	LIN FT	36
9	2104.518	REMOVE CONCRETE WALK	SQ FT	220
	2105.607	COMMON EXCAVATION	CU YD	25
	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	15
	2521.518	4" CONCRETE WALK	SQ FT	610
	2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	36
5	2563.601	TRAFFIC CONTROL	LUMP SUM	1
6,7	2573.502	STORM DRAIN INLET PROTECTION	EACH	2
6,7	2573.503	SILT FENCE, TYPE HI	LIN FT	80
6,7	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP, COMPOST, OR ROCK	LIN FT	30
8	2574.507	COMMON TOPSOIL BORROW	CU YD	5
	2575.501	TURF ESTABLISHMENT	LUMP SUM	1
	2575.504	ROLLED EROSION PREVENTION CATEGORY 10	SQ YD	40

STATEMENT OF ESTIMATED QUANTITIES - ADD ALTERNATE 4

NOTES	SPEC. NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY
	2232.504	MILL BITUMINOUS SURFACE (1.5")	SQ YD	2250
2	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	300
10	2506.502	SALVAGE AND INSTALL CASTING	EACH	1
5	2563.601	TRAFFIC CONTROL	LUMP SUM	1
	2582.503	4" SOLID LINE PAINT - WHITE	LIN FT	1500
	2582.518	PAVEMENT MESSAGE PAINT (ACCESSIBLE STALL)	SQ FT	42

GENERAL PLAN NOTES:

1	INCLUDES EXCAVATION AND GRADING FOR INFILTRATION BASIN, AS SHOWN ON THE PLANS.
2	ITEM TO INCLUDE BITUMINOUS TACK COAT BETWEEN COURSES, INCIDENTAL TO THE COST OF CONSTRUCTION.
3	ITEM IS FOR 3' WIDE INFILTRATION BASIN OVERFLOW, PER DETAIL, INCLUDING GEOTEXTILE FABRIC, INCIDENTAL TO THE COST OF CONSTRUCTION.
4	ITEM INCLUDES FURNISH AND INSTALL AND ALL NECESSARY LABOR AND COMPONENTS FOR CONSTRUCTION.
5	TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL.
6	ITEM INCLUDES MAINTENANCE AND REMOVAL, INCIDENTAL TO THE COST OF CONSTRUCTION.
7	ITEM TO BE IN PLACE PRIOR TO REMOVALS.
8	TOPSOIL BORROW WILL BE MEASURED BY INPLACE VOLUME ASSUMING A 4" AVERAGE DEPTH.
9	SAW CUT FULL DEPTH PRIOR TO REMOVAL.
10	ADJUST TO WITHIIN 3/4" TO 1/2" OF FINISHED GRADE.

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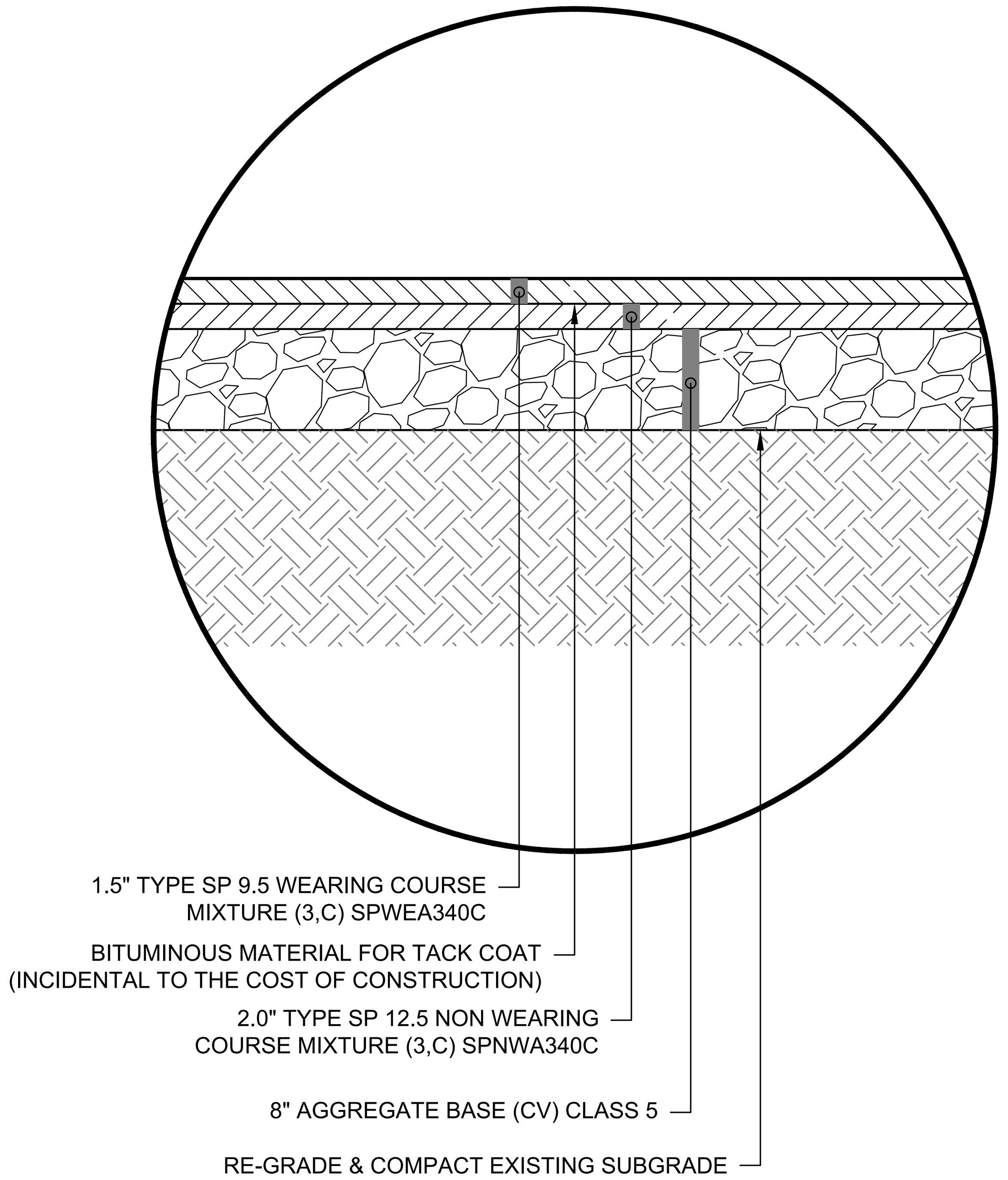
TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

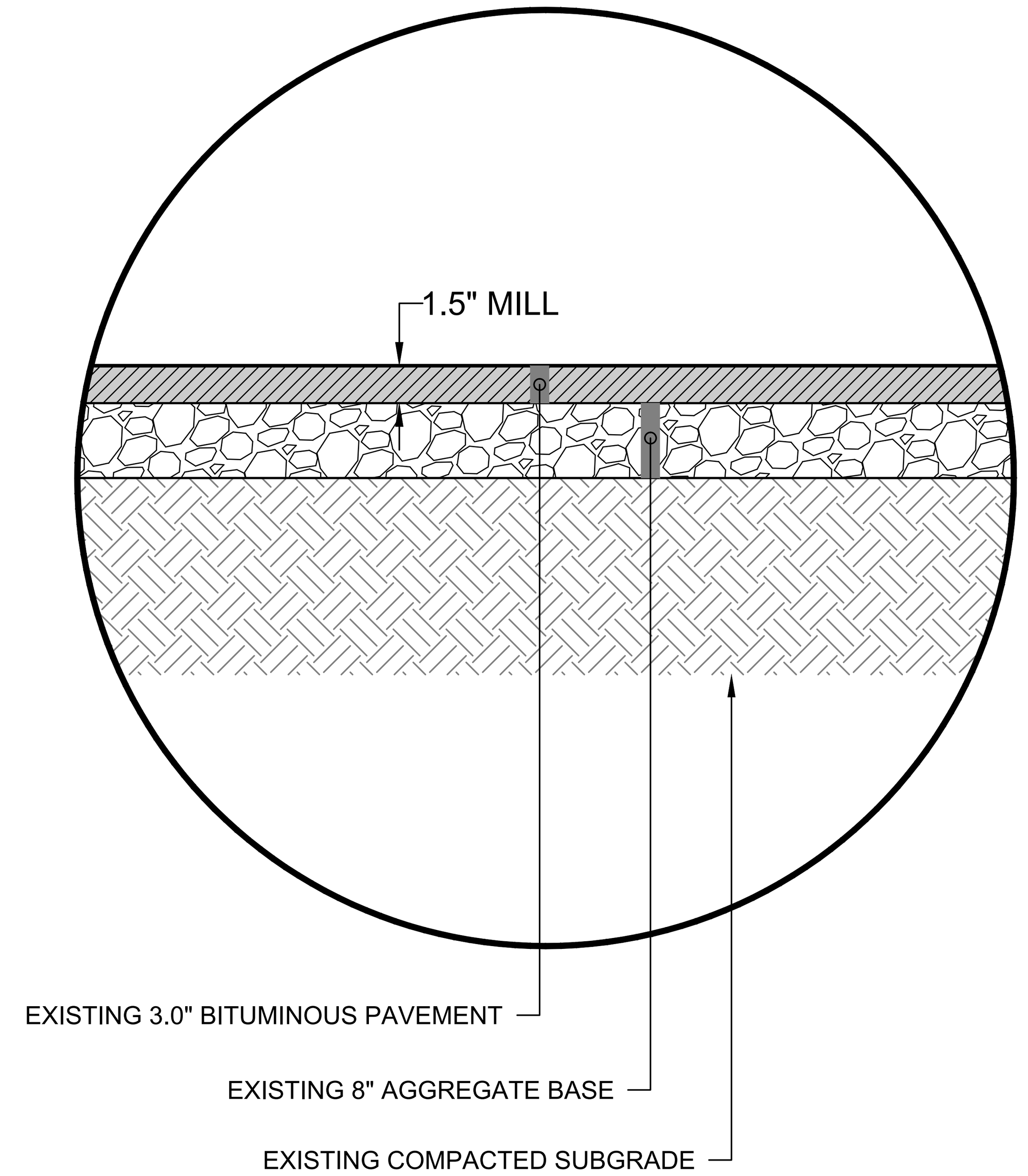
STATEMENT OF ESTIMATED QUANTITIES

SHEET NO.
C1.3



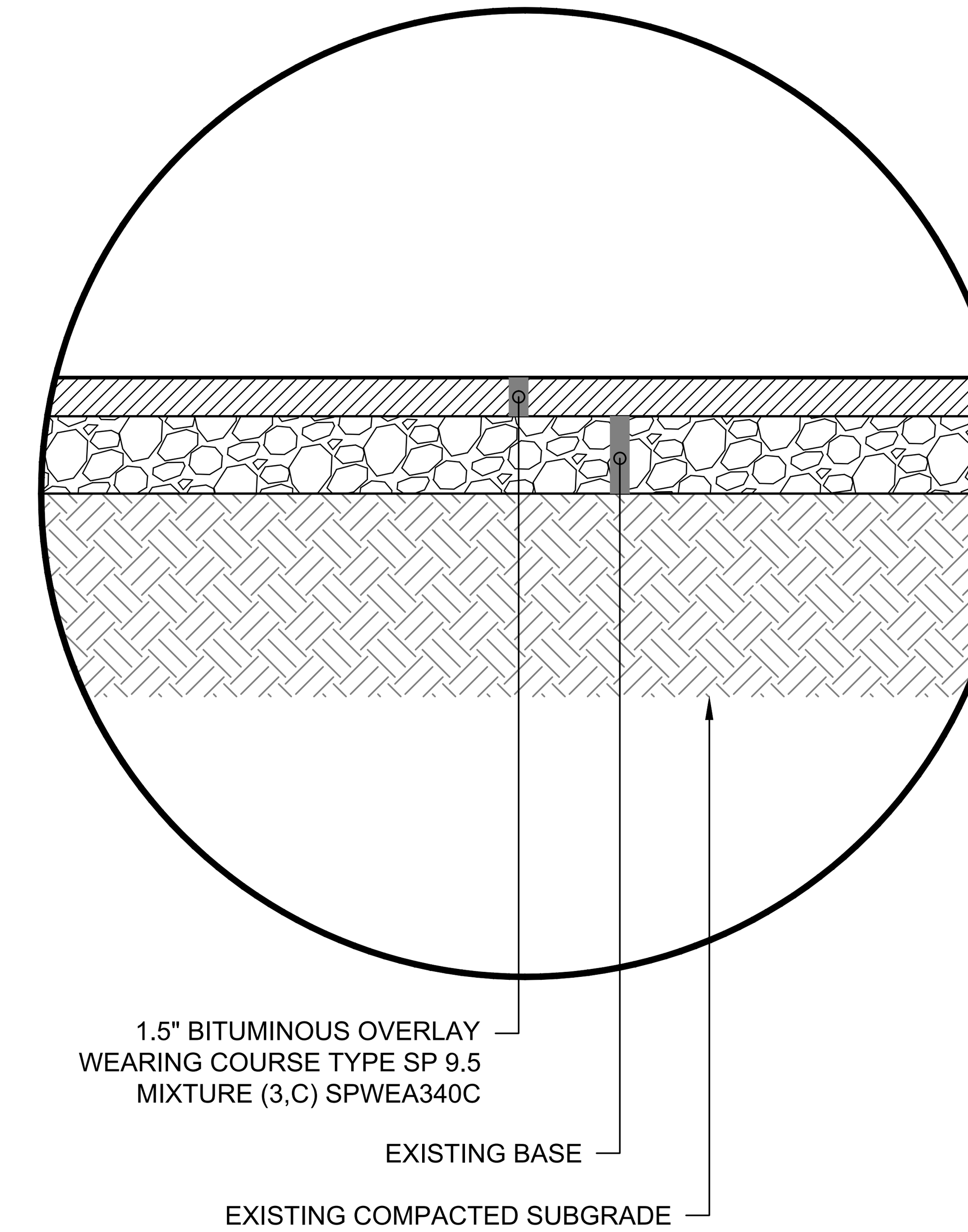
PROPOSED BITUMINOUS PAVING SECTION - WEST LOT

SCALE: NONE



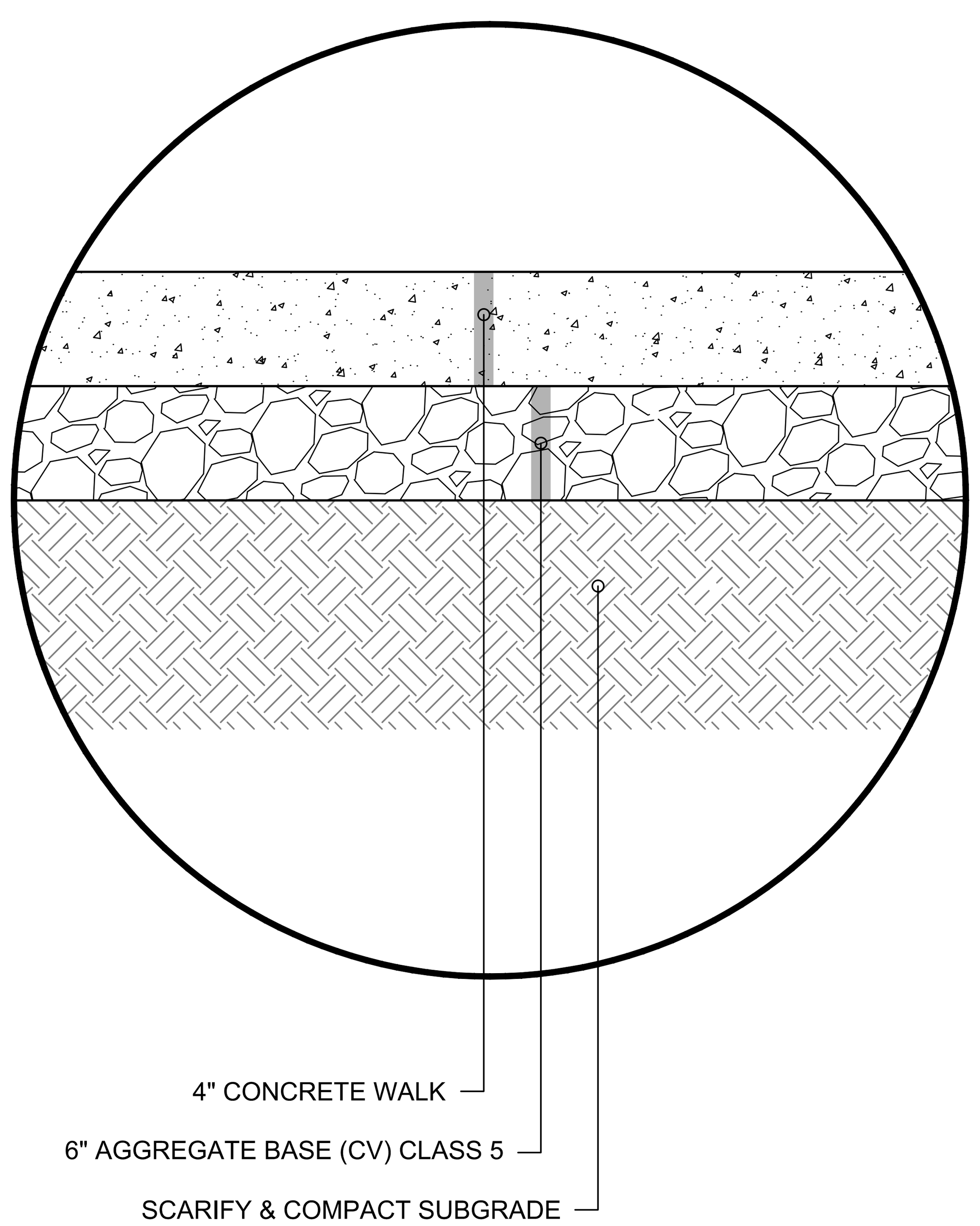
EXISTING BITUMINOUS PAVING SECTION - EAST LOT

SCALE: NONE



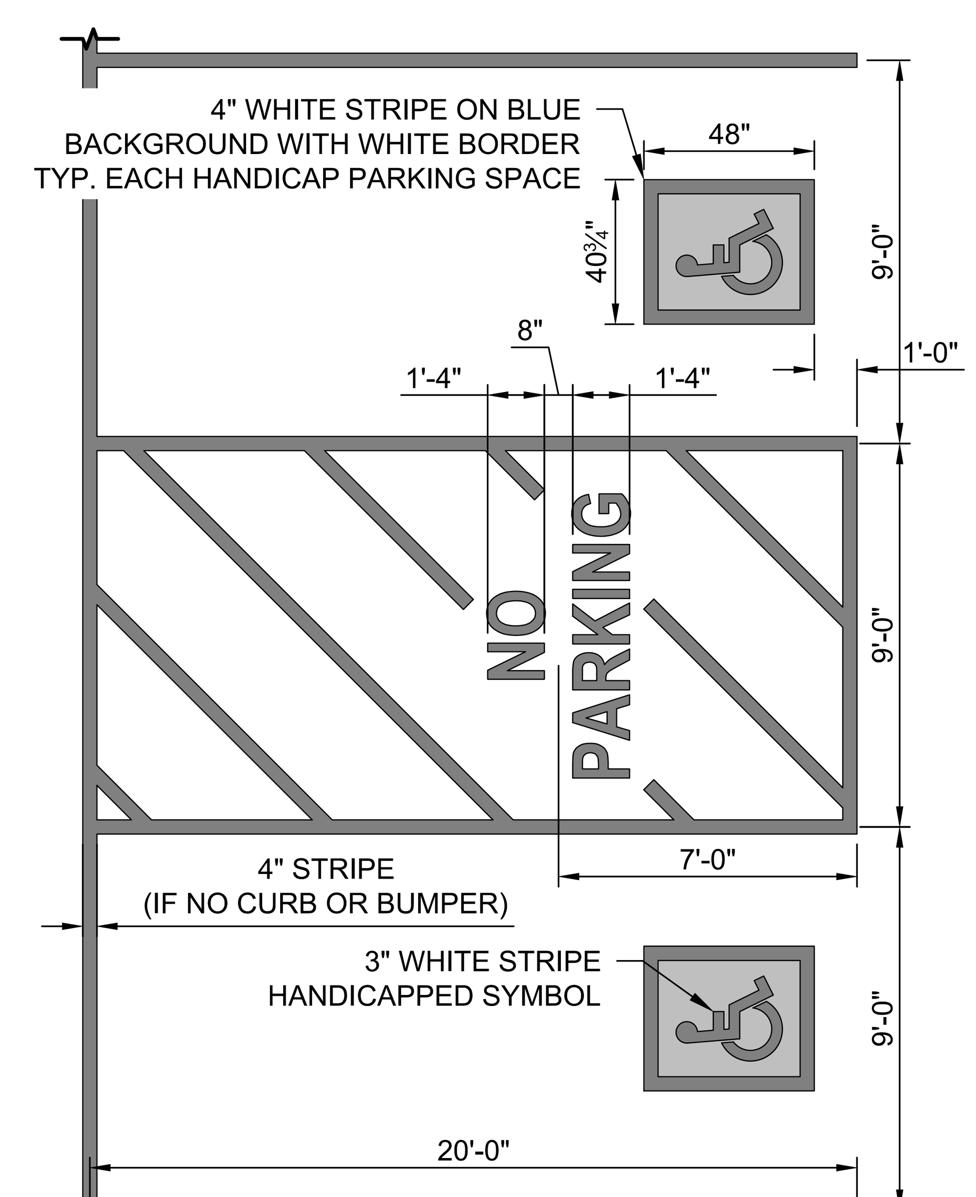
PROPOSED BITUMINOUS OVERLAY PAVING SECTION - EAST LOT

SCALE: NONE



4" CONCRETE WALK SECTION

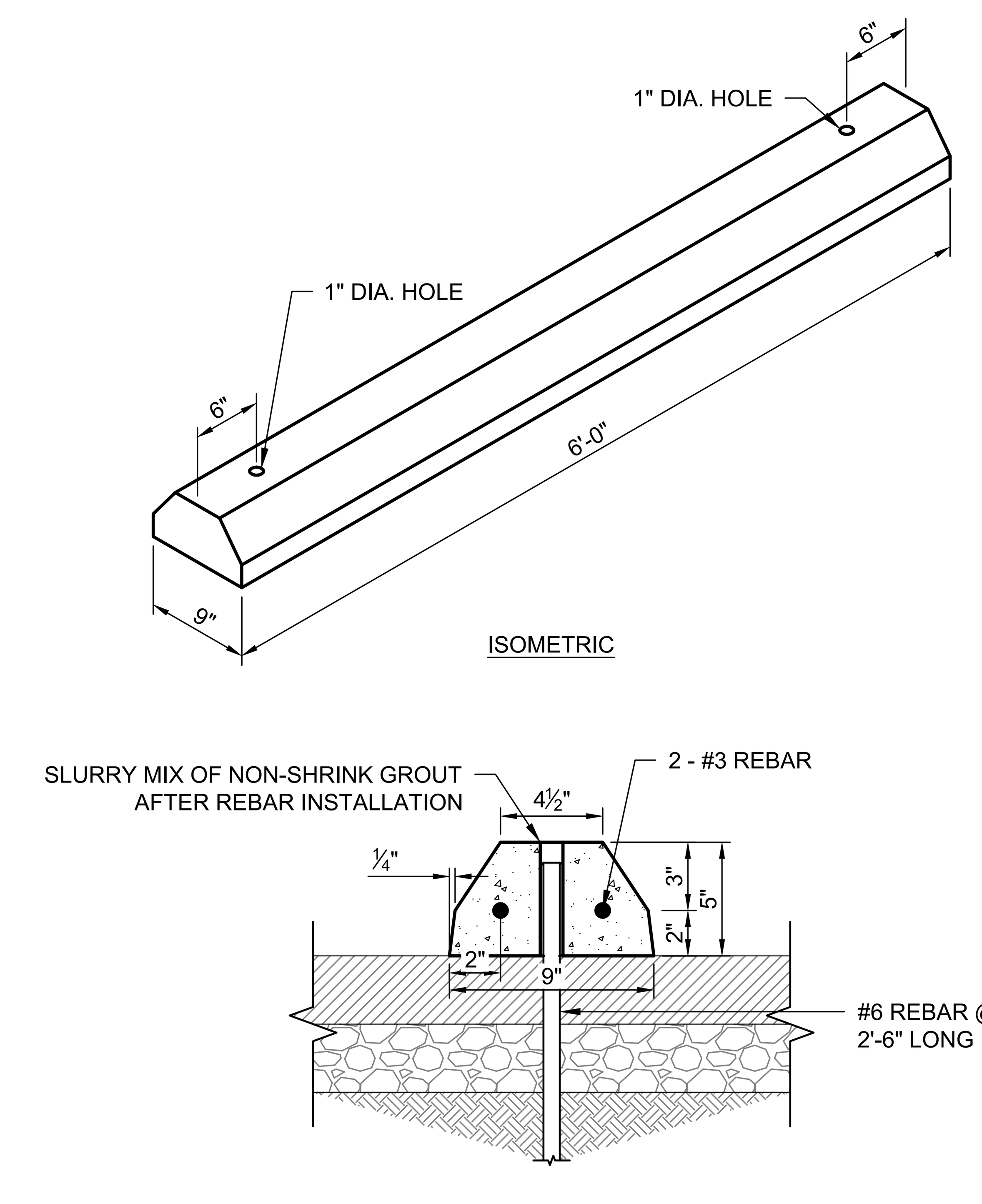
SCALE: NONE



NOTE:
ALL PAINT USED FOR STRIPING SHALL CONFORM TO STANDARD MNDOT REQUIREMENTS AS OUTLINED IN MNDOT SPECIFICATION No. 3591.

ACCESSIBLE STALL STRIPING DETAIL

SCALE: NONE



PRECAST CONCRETE WHEEL STOP

SCALE: NONE

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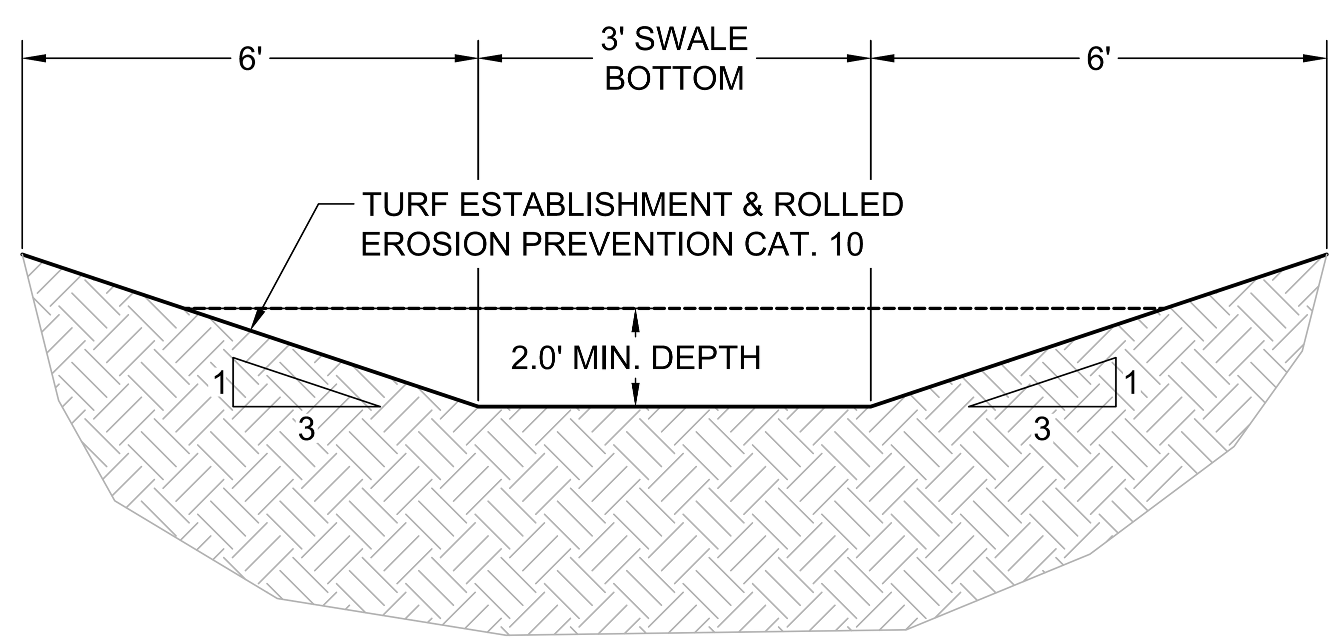
TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

CONSTRUCTION DETAILS

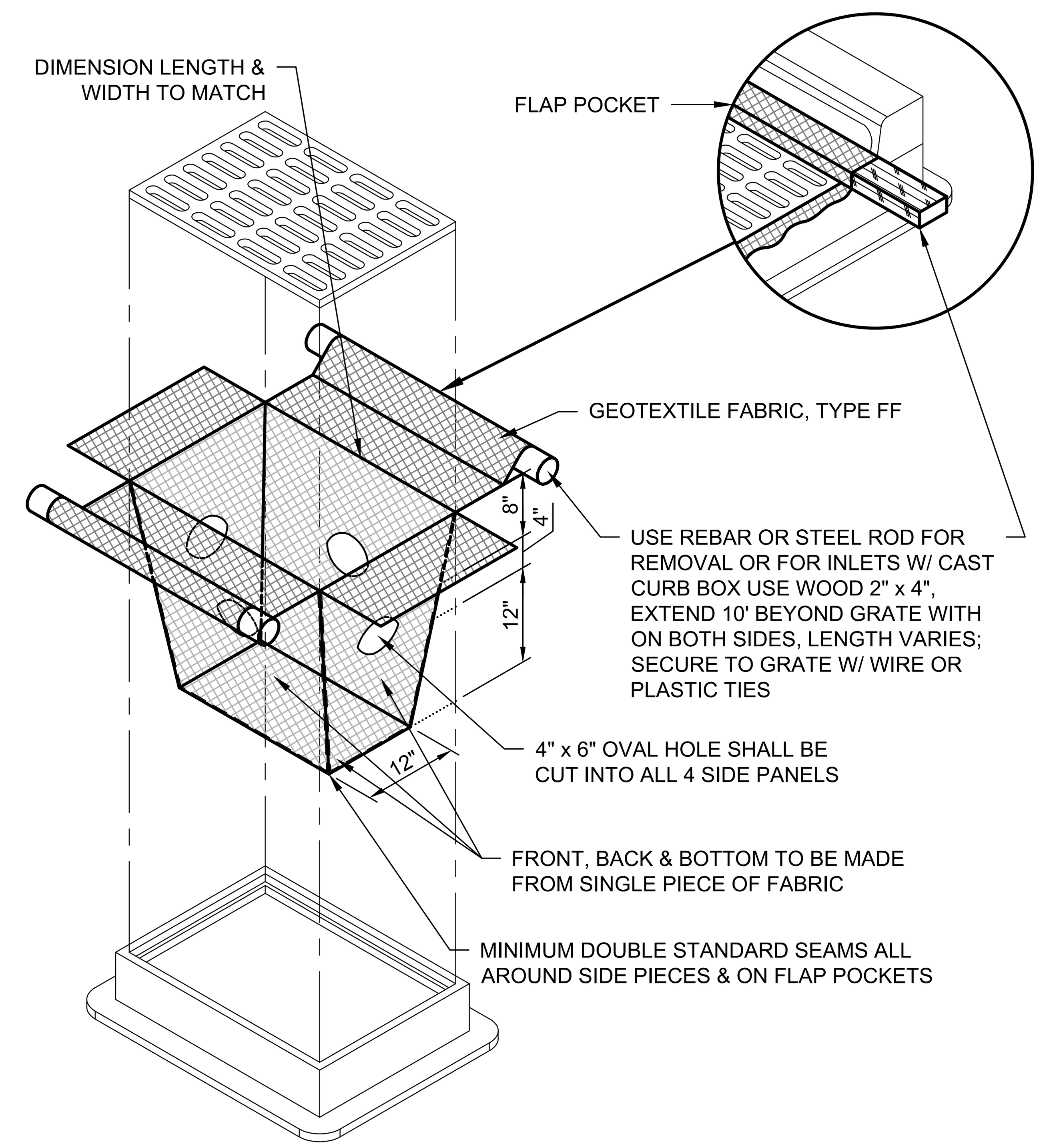
SHEET NO.
C2.1

W:\Projects\Todd County-42839\2024-11974\CADD\Civil\C-DT-2024-11974.dwg Plotted by:Jeremy Schwarze 12/20/2024 7:21:05 AM



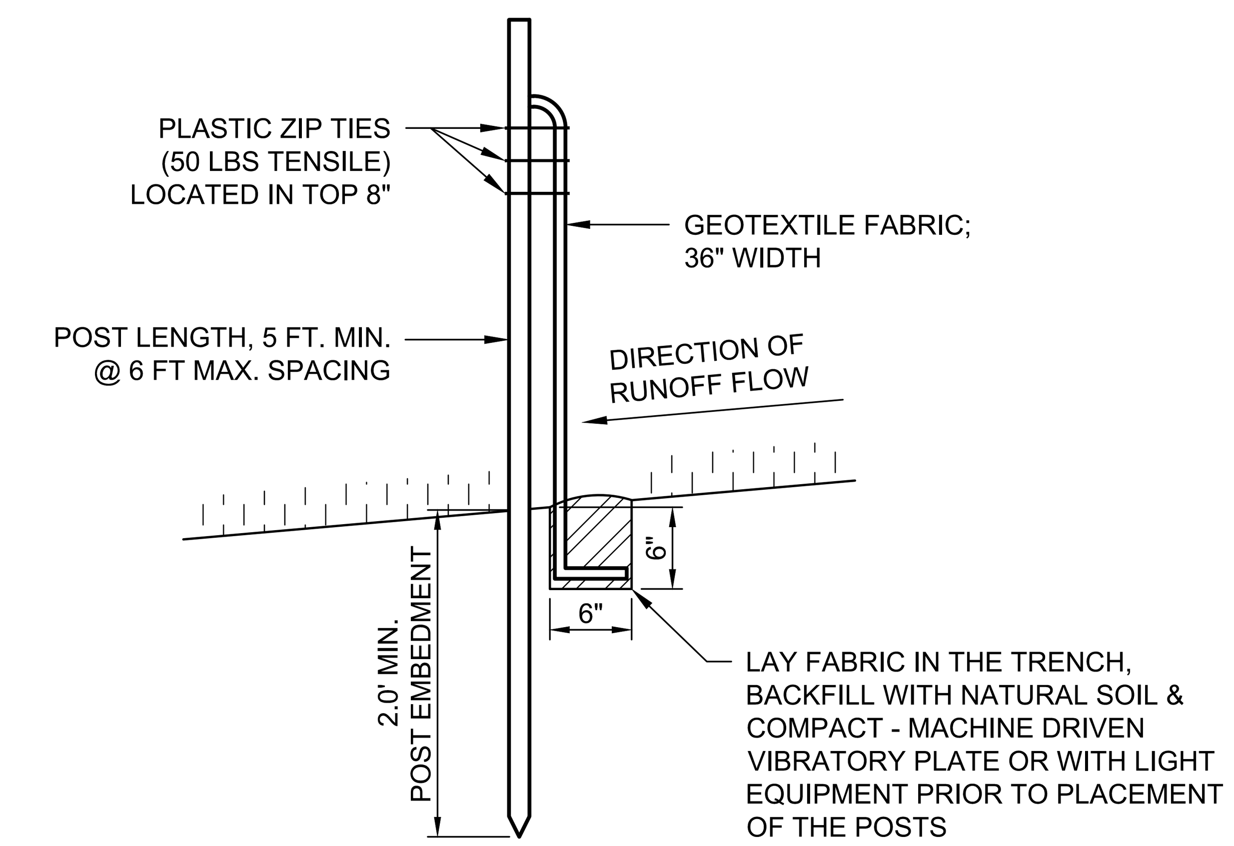
INFILTRATION BASIN DETAIL

SCALE: NONE



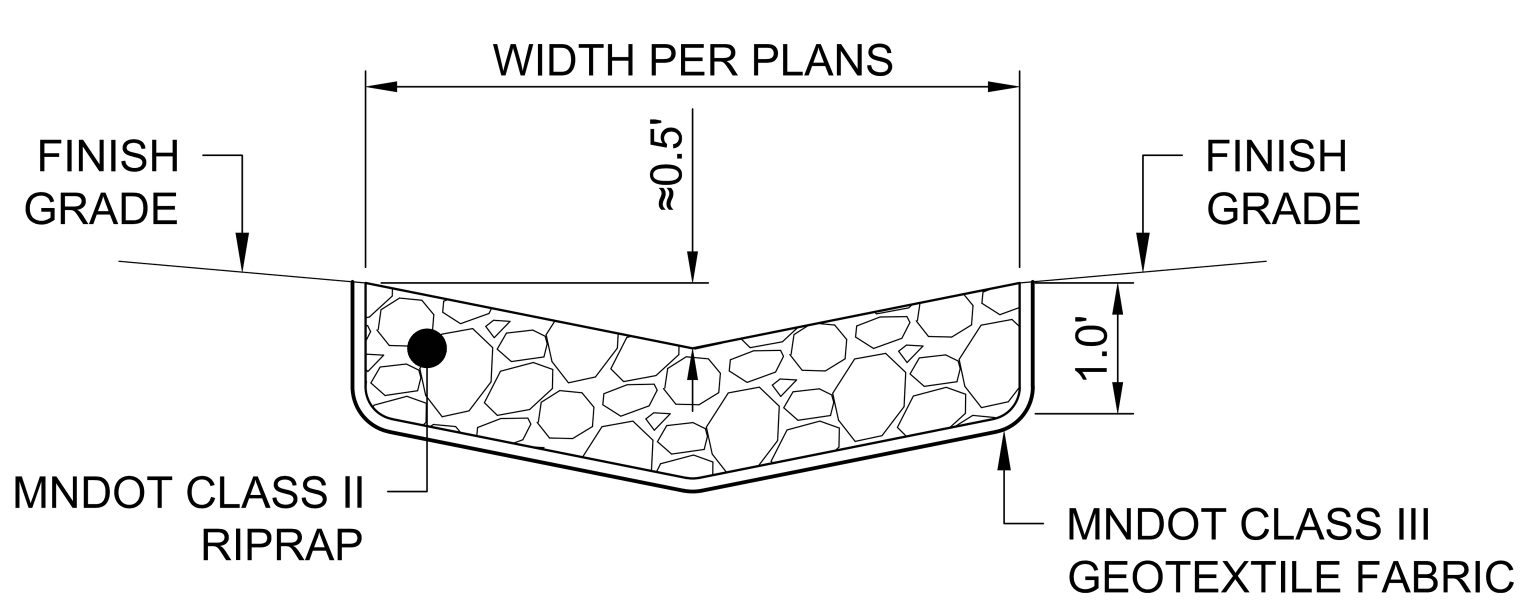
INLET PROTECTION DETAIL - FABRIC

SCALE: NONE



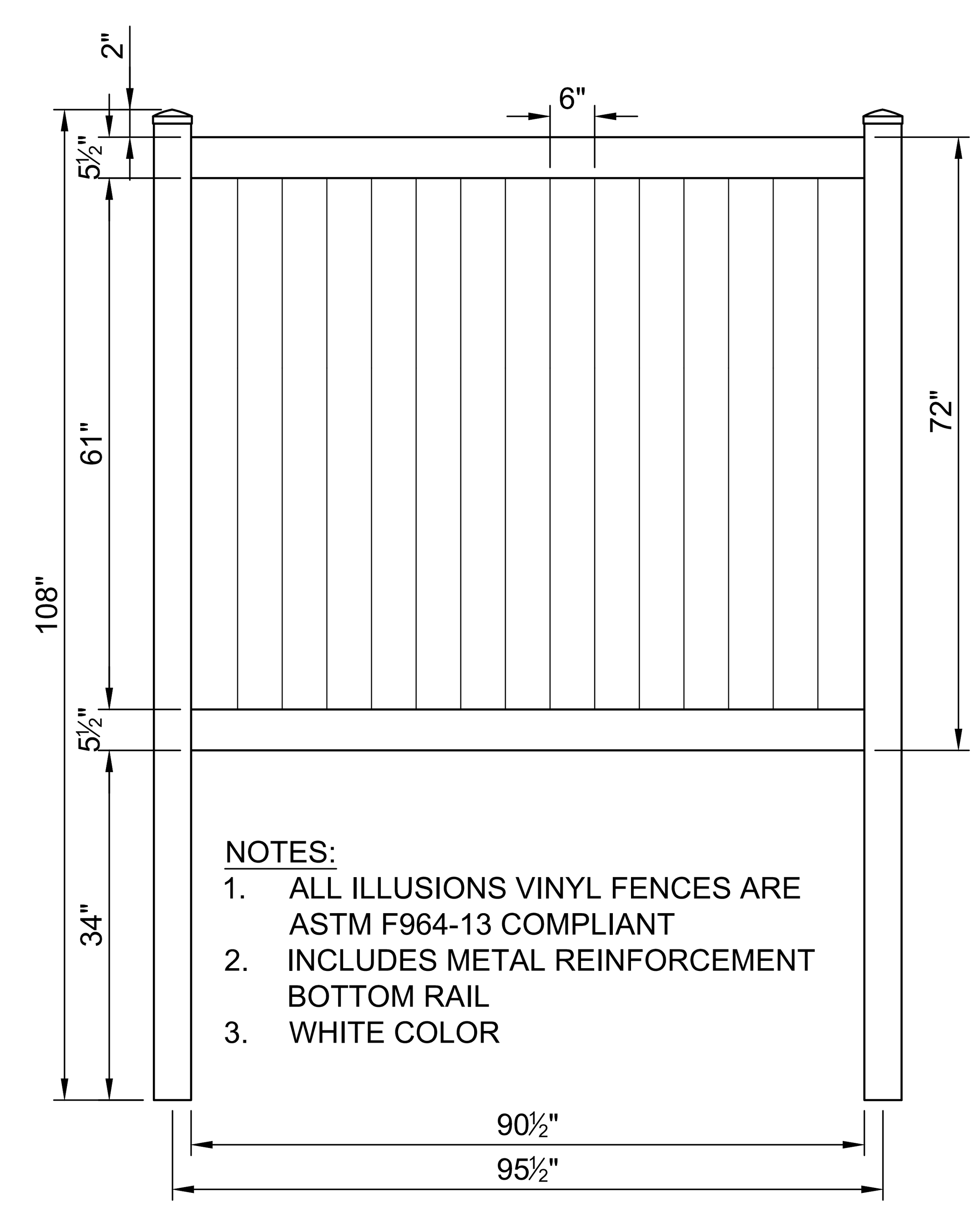
SILT FENCE, HAND LAID

SCALE: NONE



INFILTRATION BASIN RIPRAP OVERFLOW

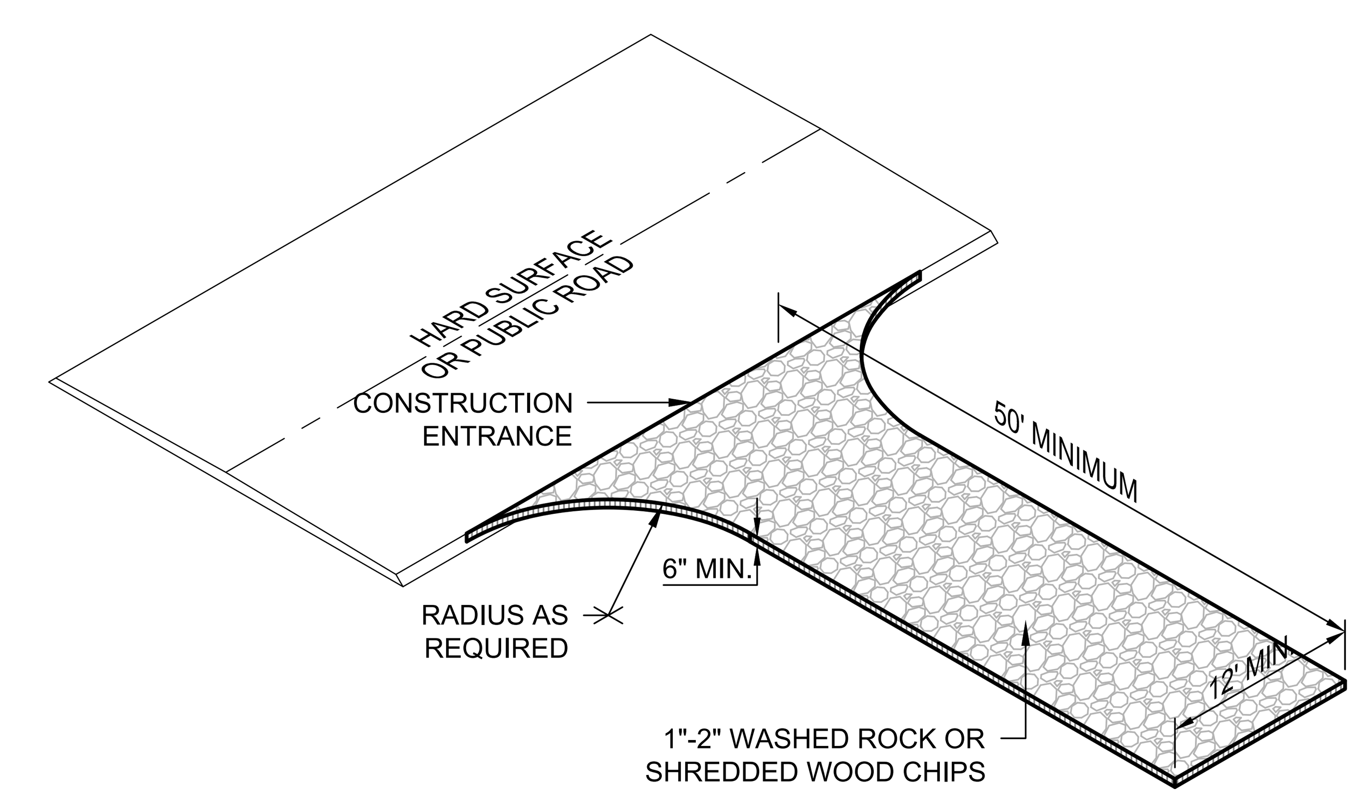
SCALE: NONE



NOTES:
1. ALL ILLUSIONS VINYL FENCES ARE ASTM F964-13 COMPLIANT
2. INCLUDES METAL REINFORCEMENT BOTTOM RAIL
3. WHITE COLOR

6' HIGH EXTRUDED VINYL FENCE DETAIL - ILLUSIONS V300-6

SCALE: NONE



STABILIZED CONSTRUCTION EXIT DETAIL

SCALE: NONE

W:\Projects\Todd County-42839\2024-11974\CADD\Civil\C-DT-2024-11974.dwg Plotted by:Jeremy Schwarze 12/20/2024 7:21:08 AM © 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

PRELIMINARY NOT FOR CONSTRUCTION

BY	REVISIONS DESCRIPTION	REV#	DATE

DATE: NOVEMBER 2024
SCALE: AS SHOWN
DRAWN BY: JDS
CHECKED BY: JDS
JOB NUMBER: 2024-11974

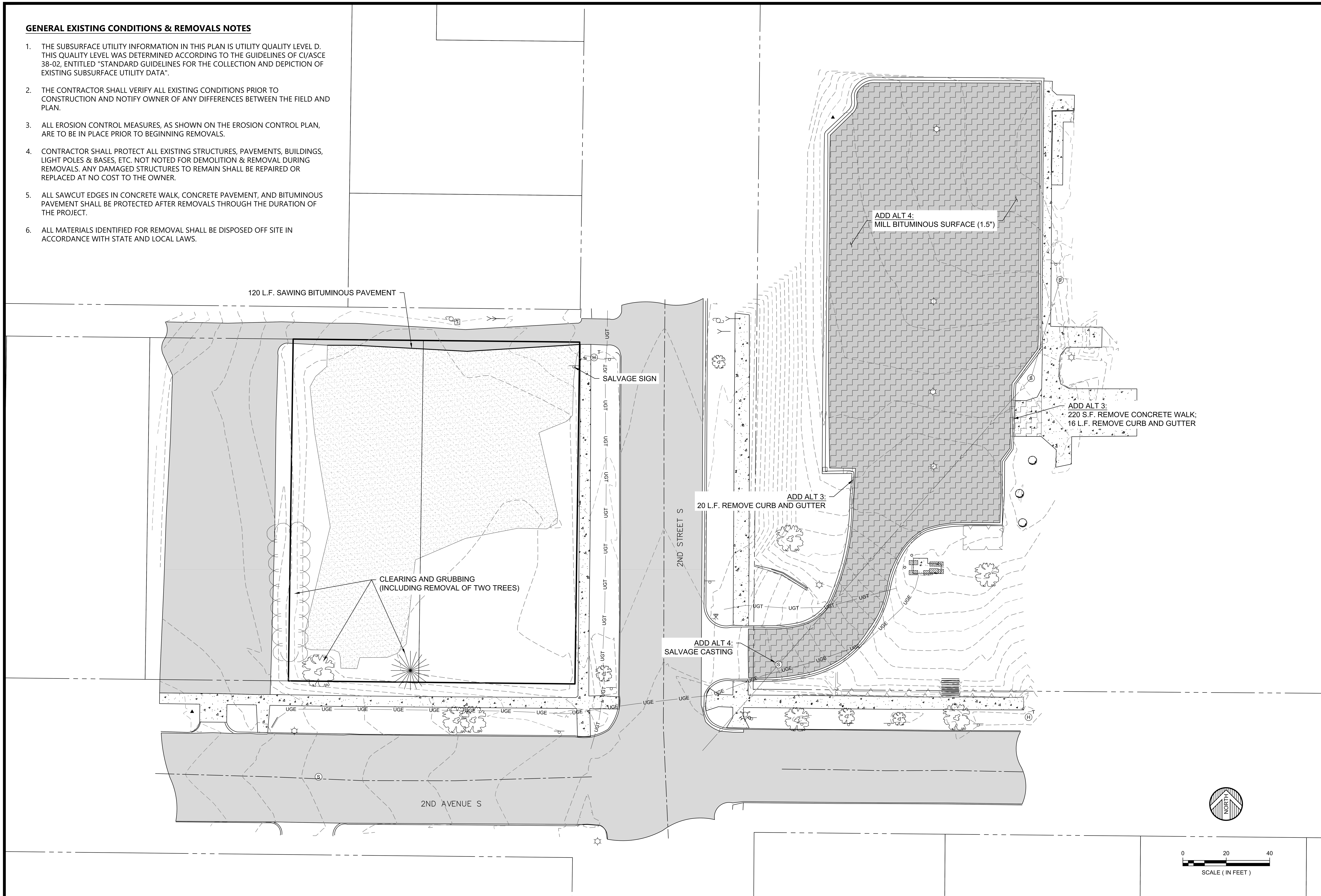
TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

CONSTRUCTION DETAILS

SHEET NO.
C2.2

GENERAL EXISTING CONDITIONS & REMOVALS NOTES

1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
3. ALL EROSION CONTROL MEASURES, AS SHOWN ON THE EROSION CONTROL PLAN, ARE TO BE IN PLACE PRIOR TO BEGINNING REMOVALS.
4. CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, PAVEMENTS, BUILDINGS, LIGHT POLES & BASES, ETC. NOT NOTED FOR DEMOLITION & REMOVAL DURING REMOVALS. ANY DAMAGED STRUCTURES TO REMAIN SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.
5. ALL SAWCUT EDGES IN CONCRETE WALK, CONCRETE PAVEMENT, AND BITUMINOUS PAVEMENT SHALL BE PROTECTED AFTER REMOVALS THROUGH THE DURATION OF THE PROJECT.
6. ALL MATERIALS IDENTIFIED FOR REMOVAL SHALL BE DISPOSED OFF SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS.



WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

PRELIMINARY NOT FOR CONSTRUCTION

REV#	DATE	REVISIONS DESCRIPTION	BY

DATE: NOVEMBER 2024
SCALE: AS SHOWN
DRAWN BY: JDS
CHECKED BY: JDS
JOB NUMBER: 2024-11974

TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

EXISTING CONDITIONS & REMOVALS

SHEET NO.
C3.1

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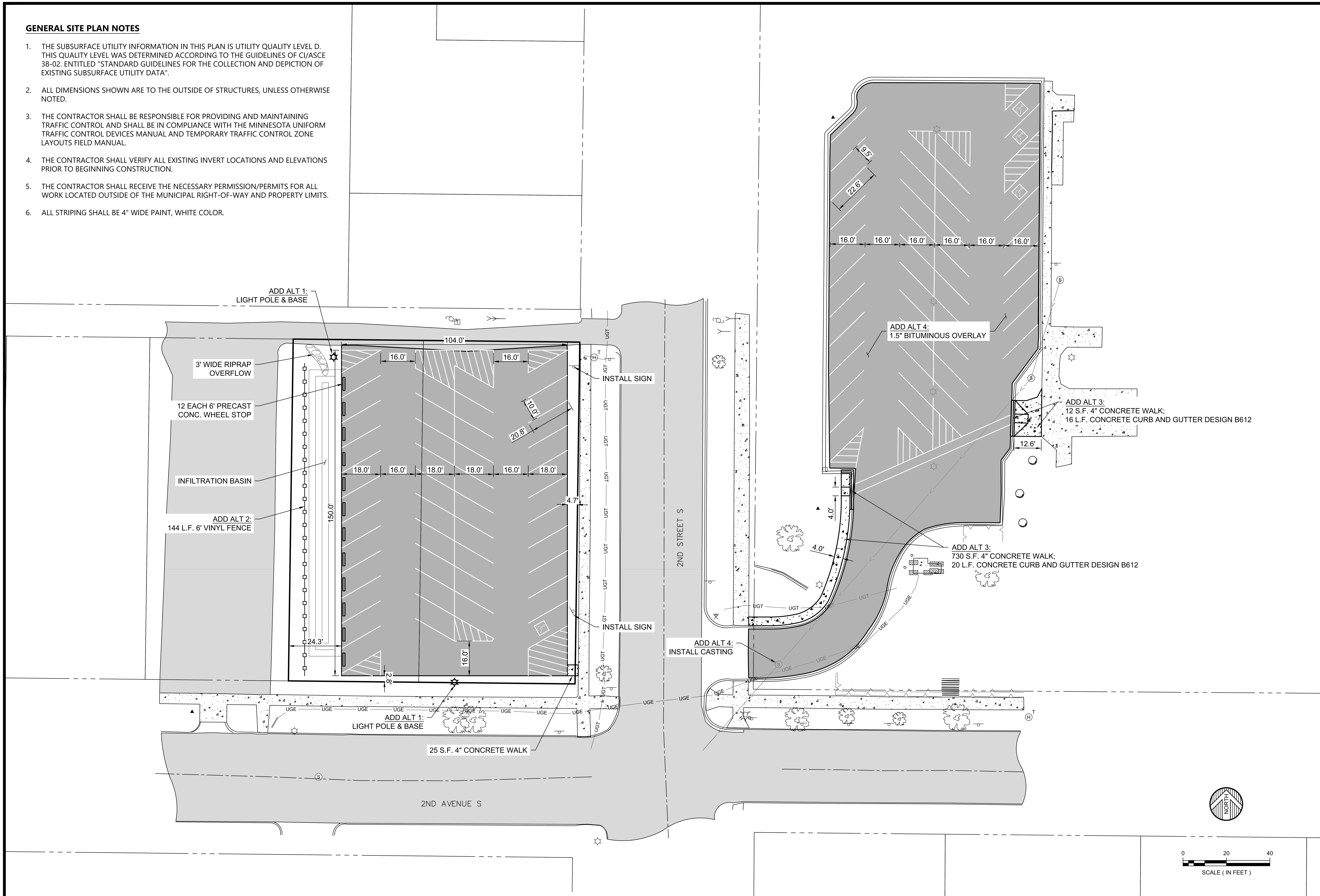
GENERAL SITE PLAN NOTES

1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02. ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
2. ALL DIMENSIONS SHOWN ARE TO THE OUTSIDE OF STRUCTURES, UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL.
4. THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERT LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT-OF-WAY AND PROPERTY LIMITS.
6. ALL STRIPING SHALL BE 4" WIDE PAINT, WHITE COLOR.



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PRELIMINARY NOT FOR CONSTRUCTION

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: NOVEMBER 2024
SCALE: AS SHOWN
DRAWN BY: JDS
CHECKED BY: JDS
JOB NUMBER: 2024-11974

TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

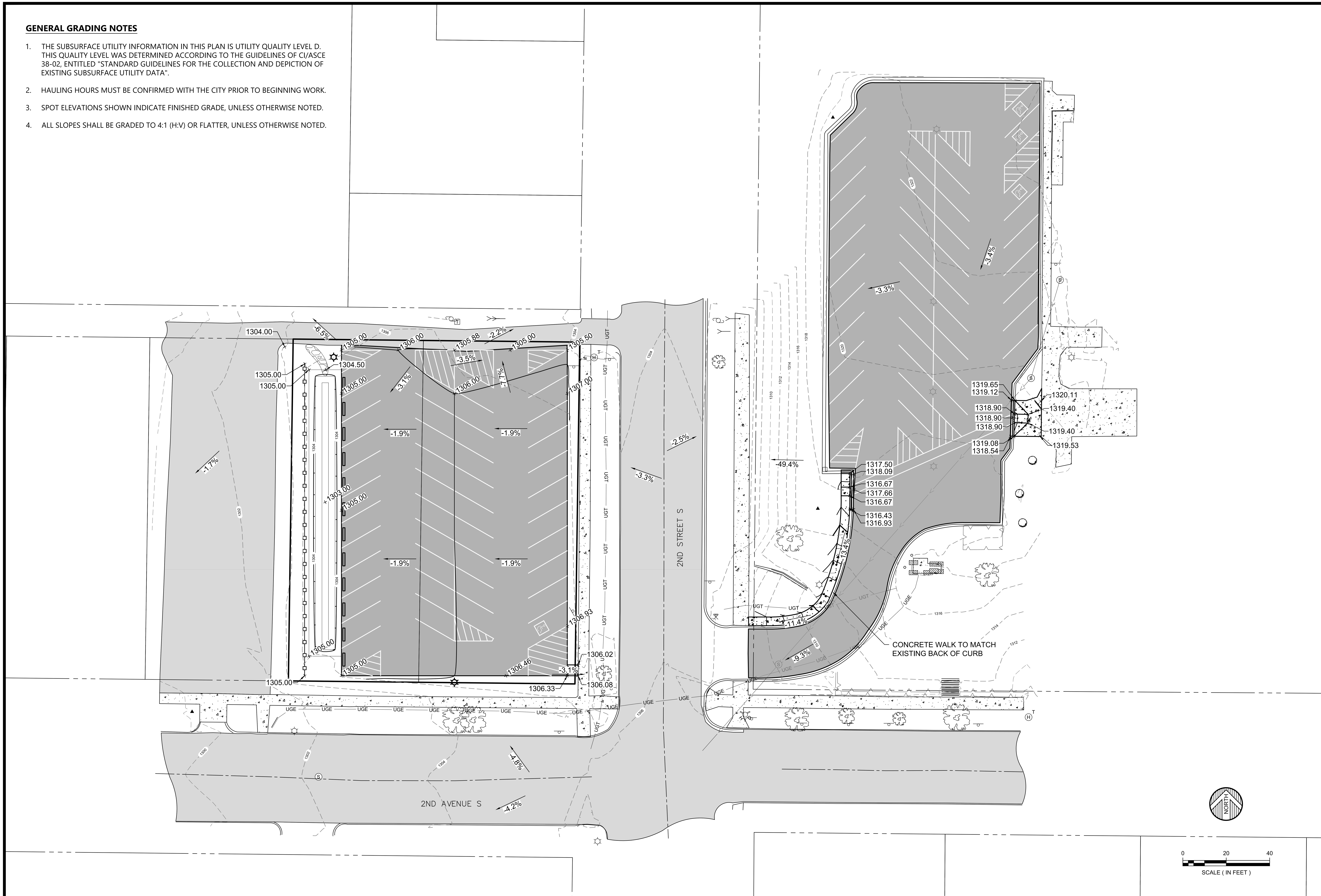
SITE PLAN

SHEET NO.
C4.1

W:\Projects\Todd County-42839\2024-11974\CADD\Civil\C-SP-2024-11974.dwg Plotted by:Jeremy Schwarze 12/20/2024 7:21:32 AM

GENERAL GRADING NOTES

1. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
2. HAULING HOURS MUST BE CONFIRMED WITH THE CITY PRIOR TO BEGINNING WORK.
3. SPOT ELEVATIONS SHOWN INDICATE FINISHED GRADE, UNLESS OTHERWISE NOTED.
4. ALL SLOPES SHALL BE GRADED TO 4:1 (H:V) OR FLATTER, UNLESS OTHERWISE NOTED.



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ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

PRELIMINARY NOT FOR CONSTRUCTION

DATE	REV#	REVISIONS DESCRIPTION	BY

DATE: NOVEMBER 2024
SCALE: AS SHOWN
DRAWN BY: JDS
CHECKED BY: JDS
JOB NUMBER: 2024-11974

TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

GRADING PLAN

SHEET NO.
C5.1

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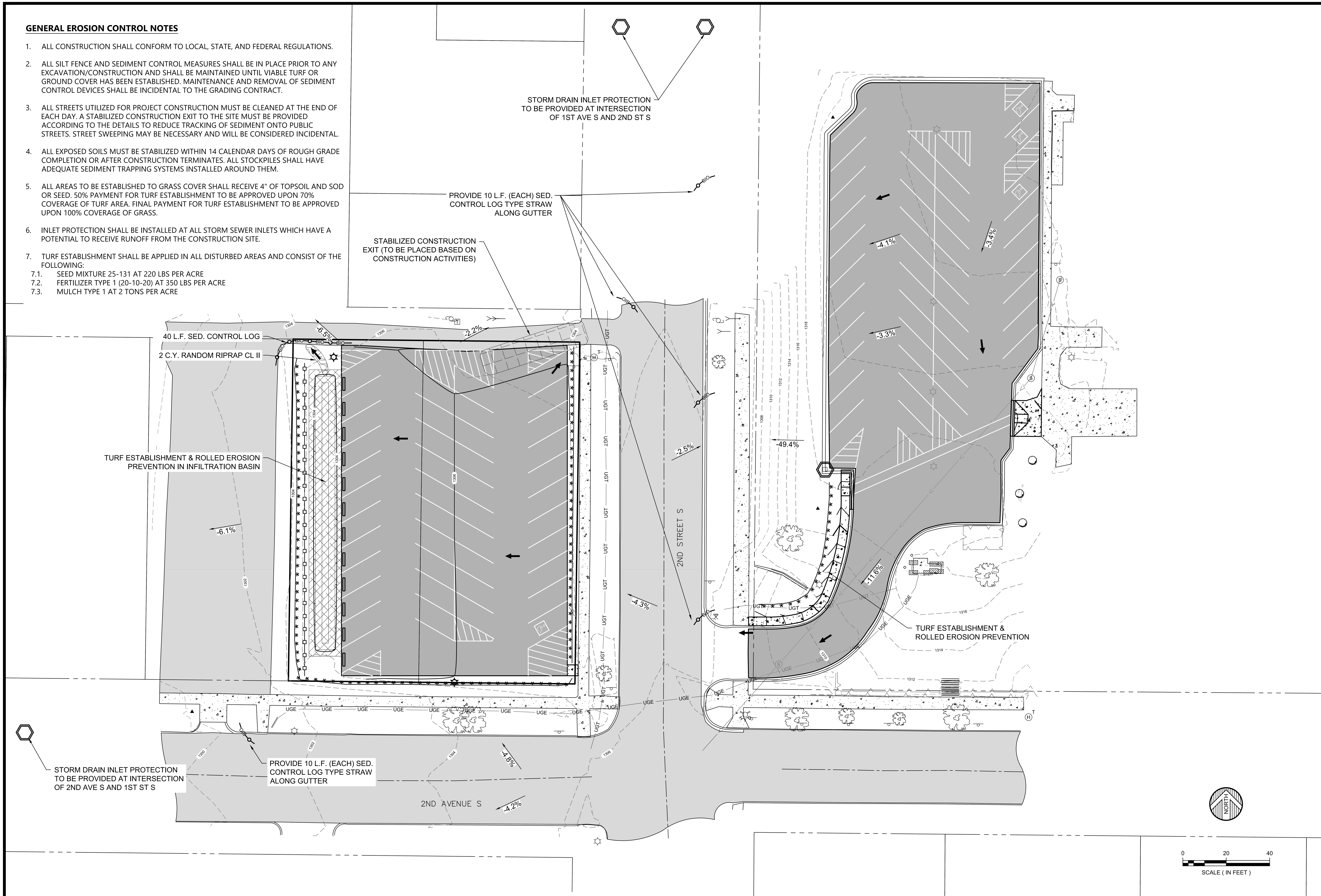
GENERAL EROSION CONTROL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE, AND FEDERAL REGULATIONS.
2. ALL SILT FENCE AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. MAINTENANCE AND REMOVAL OF SEDIMENT CONTROL DEVICES SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
3. ALL STREETS UTILIZED FOR PROJECT CONSTRUCTION MUST BE CLEANED AT THE END OF EACH DAY. A STABILIZED CONSTRUCTION EXIT TO THE SITE MUST BE PROVIDED ACCORDING TO THE DETAILS TO REDUCE TRACKING OF SEDIMENT ONTO PUBLIC STREETS. STREET SWEEPING MAY BE NECESSARY AND WILL BE CONSIDERED INCIDENTAL.
4. ALL EXPOSED SOILS MUST BE STABILIZED WITHIN 14 CALENDAR DAYS OF ROUGH GRADE COMPLETION OR AFTER CONSTRUCTION TERMINATES. ALL STOCKPILES SHALL HAVE ADEQUATE SEDIMENT TRAPPING SYSTEMS INSTALLED AROUND THEM.
5. ALL AREAS TO BE ESTABLISHED TO GRASS COVER SHALL RECEIVE 4" OF TOPSOIL AND SOD OR SEED. 50% PAYMENT FOR TURF ESTABLISHMENT TO BE APPROVED UPON 70% COVERAGE OF TURF AREA. FINAL PAYMENT FOR TURF ESTABLISHMENT TO BE APPROVED UPON 100% COVERAGE OF GRASS.
6. INLET PROTECTION SHALL BE INSTALLED AT ALL STORM SEWER INLETS WHICH HAVE A POTENTIAL TO RECEIVE RUNOFF FROM THE CONSTRUCTION SITE.
7. TURF ESTABLISHMENT SHALL BE APPLIED IN ALL DISTURBED AREAS AND CONSIST OF THE FOLLOWING:
   - 7.1. SEED MIXTURE 25-131 AT 220 LBS PER ACRE
   - 7.2. FERTILIZER TYPE 1 (20-10-20) AT 350 LBS PER ACRE
   - 7.3. MULCH TYPE 1 AT 2 TONS PER ACRE



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PRELIMINARY NOT FOR CONSTRUCTION

BY	REVISIONS DESCRIPTION	REV#	DATE

DATE: NOVEMBER 2024
SCALE: AS SHOWN
DRAWN BY: JDS
CHECKED BY: JDS
JOB NUMBER: 2024-11974

TODD COUNTY COURTHOUSE PARKING LOT IMPROVEMENTS
TODD COUNTY
LONG PRAIRIE, MINNESOTA

EROSION CONTROL PLAN

SHEET NO.
C6.1

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CITY OF LONG PRAIRIE
COUNTY OF TODD, STATE OF MINNESOTA

RESOLUTION NO. 25-02-12-10

A RESOLUTION ADOPTING FINDINGS OF FACT AND CONSIDERATION OF CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT FOR TODD COUNTY, MN, PIN NUMBERS 36-0042300 AND 36-0042400

WHEREAS, at the Long Prairie City Council Meeting on the 26th day of February 2025 the Long Prairie City Council reviewed a Conditional Use Permit application on behalf of Todd County; and,

WHEREAS, in accordance with the provisions of the City of Long Prairie Zoning Ordinance and pursuant to the requirements of Chapter 462 of Minnesota Statutes the Conditional Use Permit would authorize the above named to: construct a parking lot within the R-1 zoning district of the City of Long Prairie, Todd County, Minnesota

Parcel Numbers: 36-0042300 and 36-0042400

Legal Description: W. 60 Feet of Lot 9, Block 1, Tweed's Fourth Addition to the City of Long Prairie and East 6 feet of Lot 9 and All of Lot 10, Block 1, Tweed's Fourth Addition to the City of Long Prairie

Address: 120 2nd Avenue South and 121 2nd Street South, Long Prairie, MN 56347

And,

WHEREAS, the Planning Commission has considered the Applicant's request at a duly noticed Public Hearing which took place on February 25, 2024, and has recommended approval to the City Council; and

FINDINGS OF FACT:

1) The Planning Commission found that the application generally follows and is compatible with the Comprehensive Plan, Zoning and Land Use Requirements and that the conditional use does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity and that the establishment of the conditional use does not appear to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area, create a nuisance or environmental issue, or unduly stress utilities and other services.

CONDITIONS OF APPROVAL:

1) Consider a Condition that a screening fence, as shown in the plans, be added to the West side of the parking lot to screen the adjacent residential areas, and it must be maintained over the lifespan of the CUP.

2) Consider a Condition that the final parking plan, including, but not limited to access, drainage plans, screening and landscaping plans is approved based off of the Todd County Parking Lot Improvement Plans provided to the city on December 19, 2024, and that any minor modifications to the plan as provided must be approved by the City

Engineer and City staff prior to being completed or installed. Major changes to the plan may require an addendum to the CUP permit.

3) Consider a Condition that if additional signage, fencing or other improvements are added to the project, that the applicant will be required to apply for a permit with the city. If further construction is done on the site that changes the size, use, or scope of the parking lot, a revised CUP may be required, unless the City Engineer and city staff find that the modifications are of similar scope and size of the approved plans and do not materially change the plans.
4) Consider a Condition that if at any point in the future the parking lot access is not satisfactory, the alley entrance at 2nd Street South, and the alley to the parking lot, shall be widened to allow two-party traffic between the parking lot and 2nd Street South. This shall occur at the County's cost.
5) Consider a Condition that a final drainage plan must be approved by the City Engineer and City staff, pending submittal of a final drainage report. This will review the expected drainage and runoff characteristics of the proposed parking lot, and consideration on if the proposed stormwater retention is sufficient or if additional measures will be required.
6) Revocation: A violation of any condition set forth in a conditional use permit shall be a violation of the permit and can cause termination of the permit, after proper notice. A conditional use permit shall become void one year after being granted by the city council unless made use of.
7) The City of Long Prairie will require the project to complete an infiltration test (double ring infiltrometer) in the basin once it is excavated to its final depth which will allow the city's stormwater model to be updated.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG PRAIRIE, MINNESOTA AS FOLLOWS:

The application to issue a Conditional Use Permit to allow construction of a Parking Lot in a R-1 Zoning District at the property described as 120 2nd Avenue South and 121 2nd Street South, Long Prairie, MN 56347., PIN Numbers 36-0042400 and 36-0042400, as allowed per the Long Prairie Zoning Code, is hereby approved, subject to the above listed conditions.

The City of Long Prairie staff is herewith directed to issue the appropriate permits pursuant to this Conditional Use Permit.

Passed by the City Council of Long Prairie, Minnesota this 26th day of February 2025.

James Kreemer _____________, James Kreemer, Mayor

Attested:

Candace Bruder _____________ Candace Bruder, City Administrator/Clerk

(Reserved for Recorder)

CITY OF LONG PRAIRIE
PLANNING COMMISSION

CONDITIONAL USE PERMIT

On the 26th day of February 2025, following a public hearing conducted by the Long Prairie Planning Commission on February 25, 2025, the City Council of the City of Long Prairie, Minnesota hereby approved a Conditional Use Permit request on behalf of: **Todd County, Minnesota**

In accordance with the provisions of the City of Long Prairie Zoning Ordinance and pursuant to the requirements of Chapter 462 of Minnesota Statutes the Conditional Use Permit would authorize the above named to construct a Parking Lot within a R-1 zoning district in the City of Long Prairie, Todd County, Minnesota

Owner: Todd County, Minnesota

Legal Description: W. 60 Feet of Lot 9, Block 1, Tweed's Fourth Addition to the City of Long Prairie and East 6 feet of Lot 9 and All of Lot 10, Block 1, Tweed's Fourth Addition to the City of Long Prairie

Current Zoning: R-1 Low Density Residential

Parcel Identification Numbers: 36-0042300 and 36-0042400

Address: (2) Lots, 120 2nd Avenue South and 121 2nd Street South, Long Prairie, Minnesota 56347

The approval was made based on the following Findings of Fact and Conditions of Approval:

FINDINGS OF FACT:

1) The Planning Commission found that the application generally follows and is compatible with the Comprehensive Plan, Zoning and Land Use Requirements and that the conditional use does not appear to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially

diminish and impair property values within the immediate vicinity and that the establishment of the conditional use does not appear to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area, create a nuisance or environmental issue, or unduly stress utilities and other services.

CONDITIONS OF APPROVAL:

2) Condition that a screening fence, as shown in the plans, be added to the West side of the parking lot to screen the adjacent residential areas, and it must be maintained over the lifespan of the CUP.
3) Condition that the final parking plan, including, but not limited to access, drainage plans, screening and landscaping plans is approved based off of the Todd County Parking Lot Improvement Plans provided to the city on December 19, 2024, and that any minor modifications to the plan as provided must be approved by the City Engineer and City staff prior to being completed or installed. Major changes to the plan may require an addendum to the CUP permit.
4) Condition that if additional signage, fencing or other improvements are added to the project, that the applicant will be required to apply for a permit with the city. If further construction is done on the site that changes the size, use, or scope of the parking lot, a revised CUP may be required, unless the City Engineer and city staff find that the modifications are of similar scope and size of the approved plans and do not materially change the plans.
5) Condition that if at any point in the future the parking lot access is not satisfactory, the alley entrance at 2nd Street South, and the alley to the parking lot, shall be widened to allow two-party traffic between the parking lot and 2nd Street South. This shall occur at the County's cost.
6) Condition that a final drainage plan must be approved by the City Engineer and City staff, pending submittal of a final drainage report. This will review the expected drainage and runoff characteristics of the proposed parking lot, and consideration on if the proposed stormwater retention is sufficient or if additional measures will be required.
7) Condition that the City of Long Prairie will require the project to complete an infiltration test (double ring infiltrometer) in the basin once it is excavated to its final depth which will allow the city's stormwater model to be updated.
8) Revocation: A violation of any condition set forth in a conditional use permit shall be a violation of the permit and can cause termination of the permit, after proper notice. A

conditional use permit shall become void one year after being granted by the city council unless made use of.

I certify that the above is a true and correct statement based on the approved minutes of the Long Prairie Planning Commission meeting held on February 25, 2025, and the Long Prairie City Council meeting held on February 26, 2025, and on record at Long Prairie City Hall, 615 Lake Street South, Long Prairie, MN 56347.

Candace R Bruder

Candace Bruder
City Administrator/Clerk

2-27-25

Date

Stamp

KATRINA LEE SCHEVE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

Katrina Scheve
02-27-25

Drafted By:
Steven Jones, Senior Community Development Administrator
Sourcewell
P.O. Box 219
Staples, MN 56479

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*****:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-13**

Agenda Topic Title for Publication:	**Hire a FT Temp Jailer.**	
Date of Meeting: 03/18/2025	Agenda Time Requested: 5	☐ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: *Supporting Documentation enclosed* ☐		
Due to staffing issues a FT Temp jailer position is needed.		
Options:		
1- Open a FT Temp Jailer position **2- Do not open a FT Temp Jailer position**		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Open a FT temp Jailer position until the position is no longer needed.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-14**

Agenda Topic Title for Publication:	**Taylors Woods Third Addition Final Plat**	
Date of Meeting: 3/4/2025	Agenda Time Requested: 5	☐ Consent Agenda

Organization / Department Requesting Action: Planning and Zoning

Person Presenting Topic at Meeting: Adam Ossefoort

Background: *Supporting Documentation enclosed* ☒

An application for subdivision to create a 3 lot plat on parcel 11-00800100 (Grey Eagle TWP) was submitted on July 31st, , 2024. The preliminary plat was approved by the Board of Commissioners on 9/17/2024 with the following conditions.

1. New accesses from the township road shall be approved by the local township prior to installation.
2. New access locations shall be approved by Todd County wetland staff to verify there are no impacts to wetlands.
3. Applicant abide by all other applicable federal, state, and local standards.

Planning and Zoning has completed the review of the proposal and determined that it is ready for final platting.

Options:

1. Approve the final plat as presented.
2. Deny the final plat.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approval of the final plat as presented to formally establish Taylors Woods Third Addition.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Revised 01/2025

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

Final Plat Approval –
"Taylors Woods Third Addition" Subdivision

WHEREAS, Applicant and property owners Dennis V. Taylor, Ronald W. Taylor, and Curtis A. Taylor applied to subdivide a property that is described as part of Section 30 of Grey Eagle Township with the plat to be known as "Taylors Woods Third Addition",

WHEREAS, Taylors Woods Third Addition consists of two lots and an outlot; Block One, Lot 1, 117,991 square feet; Block One, Lot 2, 440,797 square feet; Block One, Outlot A, 55,044 square feet, located in Shoreland Recreational Development Zoning District in Grey Eagle Township,

WHEREAS, On September 5th, 2024, the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

> Lot 2, Block 1, TAYLOR'S WOODS, according to the plat thereof on file and of record in the office of the Todd County Recorder.

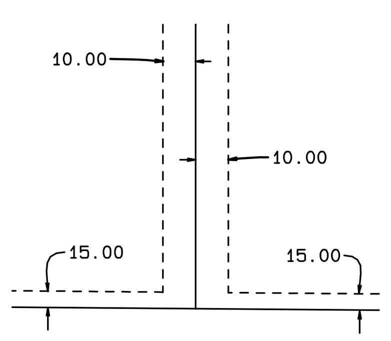
WHEREAS, On September 17th, 2024, the Todd County Board of Commissioners considered the Preliminary Plat for the above described property and approved the Taylors Woods Third Addition preliminary plat with three conditions:

1. New accesses from the township road shall be approved by the local township prior to installation.
2. New access locations shall be approved by Todd County wetland staff to verify there are no impacts to wetlands.
3. Applicants abide by all other applicable federal, state, and local standards.

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

NOW, THEREFORE BE IT RESOLVED, the final plat of "Taylors Woods Third Addition" be approved as presented.

TAYLORS WOODS THIRD ADDITION



DRAINAGE AND UTILITY EASEMENTS

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: BEING 10 FEET IN WIDTH AND ADJOINING LOT LINES, AND BEING 15 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AS SHOWN ON THE PLAT, UNLESS OTHERWISE SHOWN.

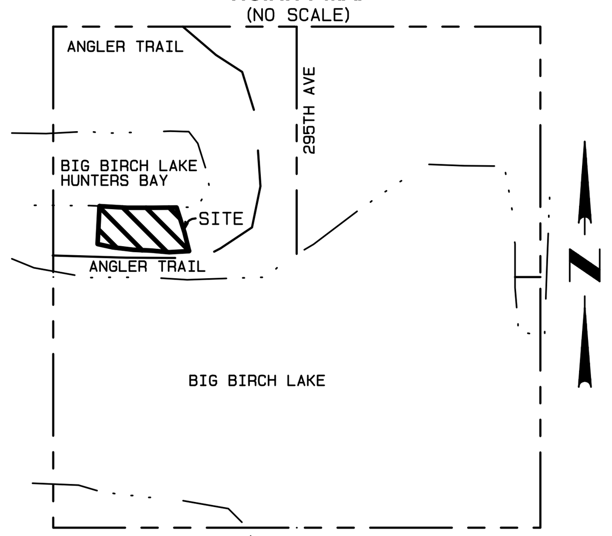
BENCHMARK-BM

TOP OF CONCRETE SOUTHWEST CORNER CONCRETE DRIVEWAY PAD SOUTH SIDE OF HOUSE ON LOT 1.

ELEVATION= 1200.11 FEET

DATUM: NAVD 88

VICINITY MAP
(NO SCALE)



SECTION 30-T127N-R32W
GREY EAGLE TOWNSHIP,
TODD COUNTY, MINNESOTA.

GRAPHIC SCALE 1"=50'

0 50 100 150

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

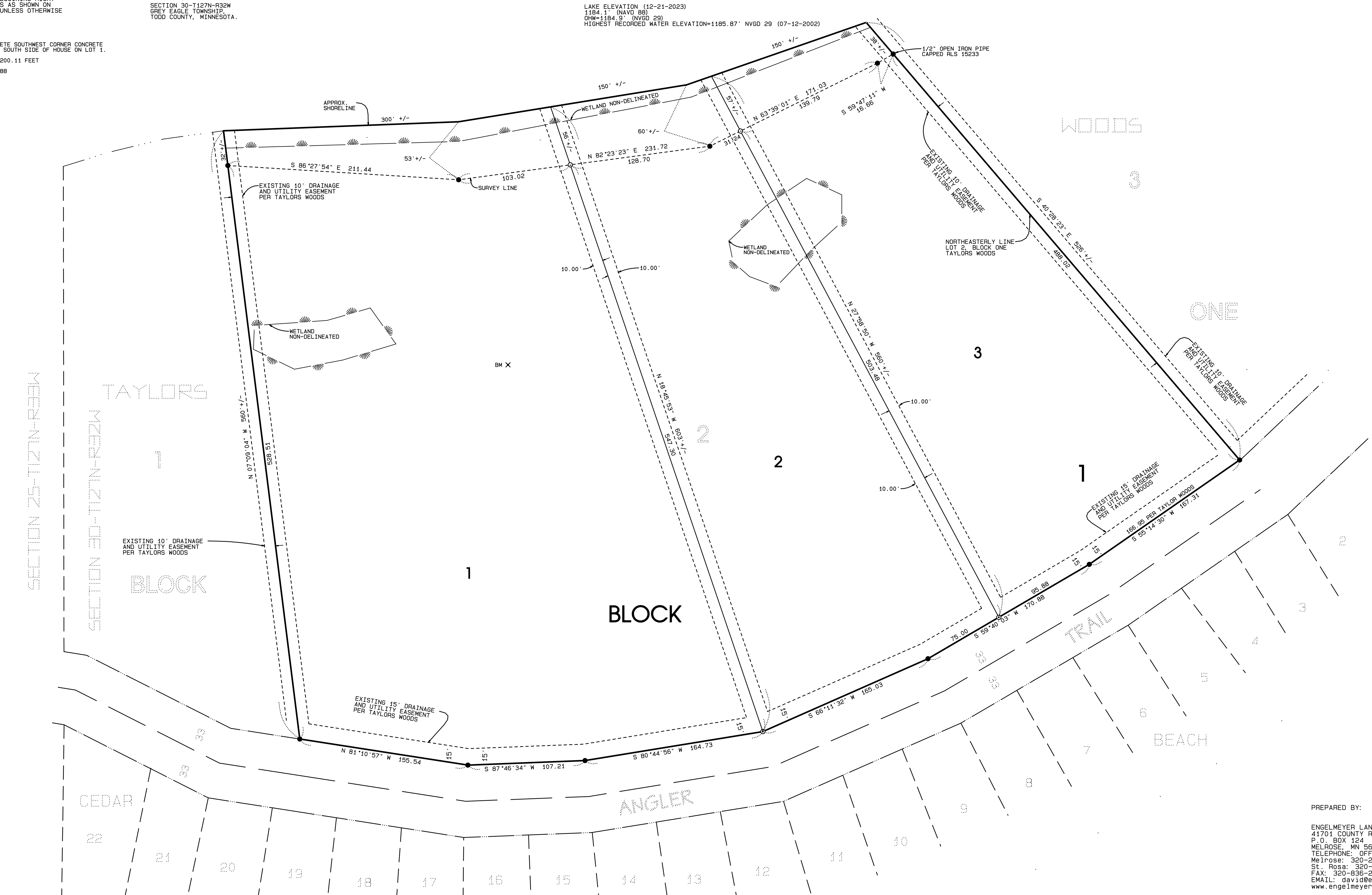
● DENOTES 1/2" INPLACE IRON MONUMENT FOUND THIS SURVEY UNLESS OTHERWISE NOTED

(M) DENOTES MEASURED

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTHEASTERLY LINE OF LOT 2, BLOCK ONE, TAYLORS WOODS, TODD COUNTY, MINNESOTA, HAVING AN ASSUMED BEARING OF SOUTH 40 DEGREES 28 MINUTES 23 SECONDS EAST.

BIG BIRCH LAKE
HUNTERS BAY

LAKE ELEVATION (12-21-2023)
1184.1' (NAVD 88)
OHW=1184.9' (NVGD 29)
HIGHEST RECORDED WATER ELEVATION=1185.87' NVGD 29 (07-12-2002)



PLAT AREAS:

LOT 1, BLOCK 1 = 4.85 ACRES MORE OR LESS

LOT 2, BLOCK 1 = 2.58 ACRES MORE OR LESS

LOT 3, BLOCK 1 = 2.53 ACRES MORE OR LESS

TOTAL PLAT = 9.96 ACRES MORE OR LESS

NOTE: LOT AREAS ARE CALCULATED TO APPROXIMATE SHORELINE PER PLAT OF TAYLORS WOODS.

PREPARED BY:

ENGELMEYER LAND SERVICES LLC
41701 COUNTY ROAD 167
P.O. BOX 124
MELROSE, MN 56352
TELEPHONE: OFFICE
Melrose: 320-256-7298
St. Rosa: 320-836-2291
FAX: 320-836-2454
EMAIL: david@engelmeyerlandsurveying.com
www.engelmeyerlandsurveying.com

TAYLORS WOODS THIRD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Dennis V. Taylor and Patricia A. Taylor, husband and wife, owners, Ronald W. Taylor and Yvonne M. Taylor, husband and wife, owners and Curtis A. Taylor and Beth M. Taylor, husband and wife, owners of the following described land, situated in the County of Todd and State of Minnesota, to wit:

Lot 2, Block 1, TAYLOR'S WOODS, according to plat thereof on file and of record in the office of the Todd County Recorder.

Have caused to the same to be surveyed and platted as TAYLORS WOODS THIRD ADDITION, and do hereby donate and dedicate to the public use for public the easements as shown on this plat for utility and drainage purposes.

In witness whereof said Dennis V. Taylor and Patricia A Taylor,

husband and wife, have hereunto set their hands this _____ day

of _______________ 20____.

SIGNED BY: ________________________ Dennis V. Taylor

SIGNED BY: ________________________ Patricia A. Taylor

STATE OF MINNESOTA

COUNTY OF ___________

The foregoing instrument was acknowledged before me this_____ day

of _______________ 20____ by Dennis V. Taylor and Patricia A. Taylor,

husband and wife.

______________________ (NOTARY SIGNATURE)   ________________________ (NOTARY PRINTED NAME)

Notary Public, ____________ County, State of ___________.

My Commission Expires ________________

In witness whereof said Ronald W. Taylor and Yvonne M. Taylor,

husband and wife, have hereunto set their hands this _____ day

of _______________ 20____.

SIGNED BY: ________________________ Ronald W. Taylor

SIGNED BY: ________________________ Yvonne M. Taylor

STATE OF MINNESOTA

COUNTY OF ___________

The foregoing instrument was acknowledged before me this_____ day

of _______________ 20____ by Ronald W. Taylor and Yvonne M. Taylor,

husband and wife.

______________________ (NOTARY SIGNATURE)   ________________________ (NOTARY PRINTED NAME)

Notary Public, ____________ County, State of ___________.

My Commission Expires ________________

In witness whereof said Curtis A. Taylor and Beth M. Taylor,

husband and wife, have hereunto set their hands this _____ day

of _______________ 20____.

SIGNED BY: ________________________ Curtis A. Taylor

SIGNED BY: ________________________ Beth M. Taylor

STATE OF MINNESOTA

COUNTY OF ___________

The foregoing instrument was acknowledged before me this_____ day

of _______________ 20____ by Curtis A. Taylor and Beth M. Taylor,

husband and wife.

______________________ (NOTARY SIGNATURE)   ________________________ (NOTARY PRINTED NAME)

Notary Public, ____________ County, State of ___________.

My Commission Expires ________________

I David A. Engelmeyer do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey, that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this________ day of ______________, 20____.

____
David A. Engelmeyer, Licensed Land Surveyor
Minnesota License No. 54838

STATE OF MINNESOTA
COUNTY OF ______________
This instrument was acknowledged before me this ____ day of __________, 20____,
by David A. Engelmeyer, Minnesota License No. 54838.

Notary Public ______________ Minnesota.

My Commission Expires ________________.

________________________ Notary Public

________________________ Notary Printed Name

I hereby certify that proper evidence of title has been presented to and examined by me and I approve this plat as to form and execution.

Dated on this ________ day of ___________________ 20____.

____
Todd County Attorney

Checked and approved as to compliance with Chapter 505, Minnesota Statutes.

Dated this______day of ____________, 20____.

____

Todd County Surveyor

Minnesota License No.____________

Approved by the Todd County Board of Commissioners

Dated this ___ day of ________ 20___.

____
Chairman, Todd County Board of Commissioners

Attest: __________________________
Todd County Auditor/Treasurer

No delinquent taxes and transfer entered this _______ day of _____________ 20____.

Taxes for the current year are paid in full this _______ day of ___________ 20 _____.

____
Todd County Auditor/Treasurer

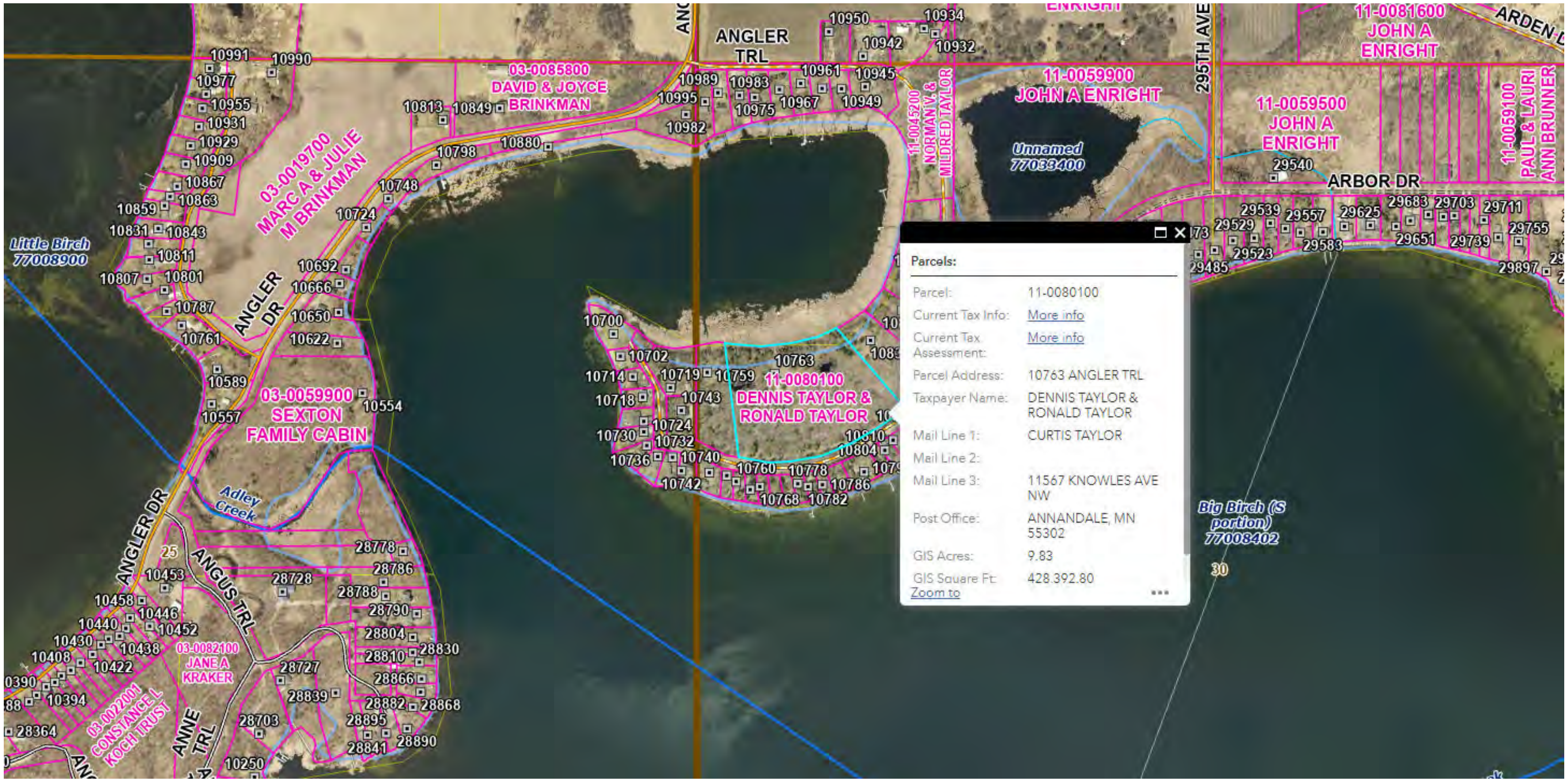
I hereby certify that the within instrument was filed for record on this ___ day of _________ 20___,

at _______ O'clock, ___.M. and was duly recorded as Document Number ____________.

____
Todd County Recorder

PREPARED BY:

ENGELMEYER LAND SERVICES LLC
41701 COUNTY ROAD 167
P.O. BOX 124
MELROSE, MN 56352
TELEPHONE: OFFICE
Melrose: 320-256-7298
St. Rosa: 320-836-2291
FAX: 320-836-2454
EMAIL: david@engelmeyerlandsurveying.com
www.engelmeyerlandsurveying.com



ANGLER TRL
295TH AVE
ARBOR DR
ANGLER DR
ANGUS TRL
ANNE TRL
03-0085800
DAVID & JOYCE BRINKMAN
03-0019700
MARC A & JULIE M BRINKMAN
03-0059900
SEXTON FAMILY CABIN
11-0059900
JOHN A ENRIGHT
11-0059500
JOHN A ENRIGHT
11-0081600
JOHN A ENRIGHT
11-0059100
PAUL & LAURI ANN BRUNNER
11-0045200
NORMAN V & MILDRED TAYLOR
11-0080100
DENNIS TAYLOR & RONALD TAYLOR
03-0082100
JANE A KRAKER
03-0022001
CONSTANCE L KOCH TRUST
Little Birch 77008900
Unnamed 77033400
Big Birch (S portion) 77008402
Adley Creek
Parcels:
Parcel: 11-0080100
Current Tax Info: More info
Current Tax Assessment: More info
Parcel Address: 10763 ANGLER TRL
Taxpayer Name: DENNIS TAYLOR & RONALD TAYLOR
Mail Line 1: CURTIS TAYLOR
Mail Line 2:
Mail Line 3: 11567 KNOWLES AVE NW
Post Office: ANNANDALE, MN 55302
GIS Acres: 9.83
GIS Square Ft: 428,392.80
Zoom to

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*****:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-15**

Agenda Topic Title for Publication:	**Hinrichs Acres Final Plat**	
Date of Meeting: 3/18/2025	Agenda Time Requested: 5	☐ Consent Agenda

Organization / Department Requesting Action: Planning and Zoning

Person Presenting Topic at Meeting: Adam Ossefoort

Background: *Supporting Documentation enclosed* ☒

An application for subdivision to create six 2 acre lots on parcel 15-0045001 (Leslie TWP) was submitted on October 14th, 2024. The preliminary plat was approved by the Board of Commissioners on 12/17/2024 with the following conditions.

1 All new driveway accesses shall be approved by the local road authority prior to installation.
2. There shall be no dwelling sites allowed within the development area. Development shall be limited to accessory structures.
3. Abide by all other applicable Federal, State and Local standards.

Planning and Zoning has completed the review of the final plat and determined that it is ready for final platting.

Options:

1. Approve the final plat as presented.
2. Deny the final plat.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approval of the final plat as presented to formally establish Hinrichs Acres.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Revised 01/2025

Final Plat Approval –
"Hinrichs Acres" Subdivision

WHEREAS, Applicant Thomas R. Hinrichs applied to subdivide a property owned by Thomas R. Hinrichs and Valerie J Hoeschen that is described as part of Section 36 of Leslie Township with the plat to be known as "Hinrichs Acres",

WHEREAS, Hinrichs Acres consists of six lots; Block One, Lot 1, 2.00 acres; Block One, Lot 2, 2.00 acres; Block One, Lot 3, 2.00 acres; Block One, Lot 4, 2.00 acres; Block One, Lot 5, 2.00 acres; and Block One, Lot 6, 2.00 acres located in Agriculture/Forestry - 2 Zoning District in Leslie Township,

WHEREAS, On November 7, 2024, the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

> The North 448.87 feet of the East Half of the Northwest Quarter of Section 36, Township 129 North, Range 35 West, Todd County, Minnesota.
>
> AND
>
> That part of the West Half of the Northeast Quarter of Section 36, Township 129 North, Range 35 West, Todd County, Minnesota, described as follows:
>
> Beginning at the northwest corner of said West Half of the Northeast Quarter;
>
> thence on an assumed bearing of South 0 degrees 35 minutes 16 seconds East along the west line of said West Half of the Northeast Quarter, a distance of 448.91 feet;
>
> thence South 89 degrees 46 minutes 38 seconds East 25.95 feet to the centerline of 161st Avenue;
>
> thence North 0 degrees 11 minutes 57 seconds West along said centerline, 448.81 feet to the north line of said West Half of the Northeast Quarter;
>
> thence North 89 degrees 38 minutes 52 seconds West along said north line, 29.00 feet to the point of beginning.

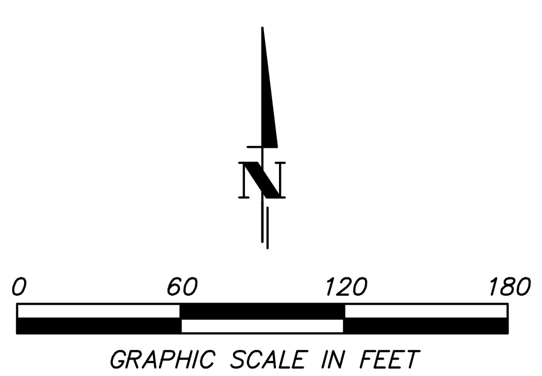
WHEREAS, On November 19, 2024, the Todd County Board of Commissioners considered the Preliminary Plat for the above described property and approved the Hinrichs Acres preliminary plat with three conditions:

1. All new driveway accesses shall be approved by the local road authority prior to installation.
2. There shall be no dwelling sites allowed within the development area. Development shall be limited to accessory structures.
3. Abide by all other applicable Federal, State, and Local standards.

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

NOW, THEREFORE BE IT RESOLVED, the final plat of "Hinrichs Acres" be approved as presented.

HINRICHS ACRES



LEGEND

○ DENOTES 1/2" PIPE SET MARKED WITH A PLASTIC CAP NO. 44493 & LS 56115

● DENOTES IRON MONUMENT FOUND UNLESS OTHERWISE NOTED

WET LAND

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 129 NORTH, RANGE 35 WEST, TODD COUNTY, MINNESOTA, HAVING AN ASSUMED BEARING OF SOUTH 0° 35' 16" EAST.

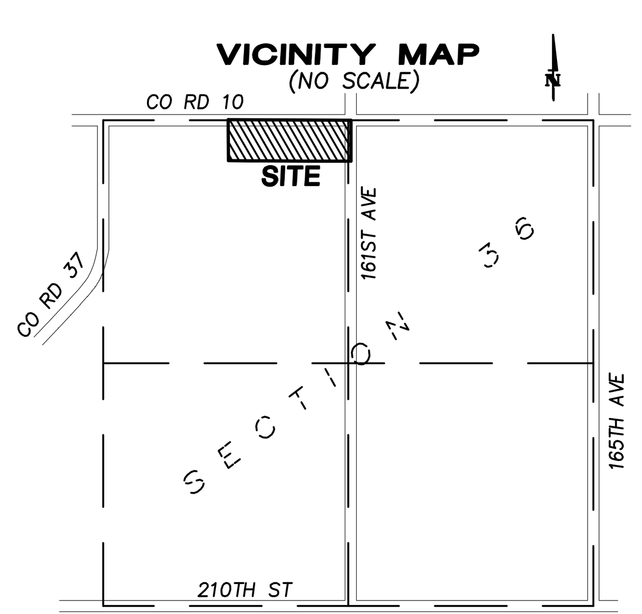
AREA BREAKDOWN

BLOCK ONE
Lot 1.......2.00 acres
Lot 2.......2.00 acres
Lot 3.......2.00 acres
Lot 4.......2.00 acres
Lot 5.......2.00 acres
Lot 6.......2.00 acres

PUBLIC WAY.......1.85 acres

TOTAL.......13.85 acres

VICINITY MAP
(NO SCALE)



SECTION 36, TOWNSHIP 129 NORTH, RANGE 35 WEST, TODD COUNTY, MINNESOTA

KNOW ALL PERSONS BY THESE PRESENTS: That Thomas R. Hinrichs, a single person, and Valerie J. Hoeschen, a single person, owners of the following described property situated in the County of Todd, State of Minnesota:

The North 448.87 feet of the East Half of the Northwest Quarter of Section 36, Township 129 North, Range 35 West, Todd County, Minnesota.

AND

That part of the West Half of the Northeast Quarter of Section 36, Township 129 North, Range 35 West, Todd County, Minnesota, described as follows:

Beginning at the northwest corner of said West Half of the Northeast Quarter;

thence on an assumed bearing of South 0 degrees 35 minutes 16 seconds East along the west line of said West Half of the Northeast Quarter, a distance of 448.91 feet;

thence South 89 degrees 46 minutes 38 seconds East 25.95 feet to the centerline of 161st Avenue;

thence North 0 degrees 11 minutes 57 seconds West along said centerline, 448.81 feet to the north line of said West Half of the Northeast Quarter;

thence North 89 degrees 38 minutes 52 seconds West along said north line, 29.00 feet to the point of beginning.

Have caused the same to be surveyed and platted as HINRICHS ACRES and does hereby donate and dedicate to the public for public use the public ways as shown on this plat.

In witness whereof said Thomas R. Hinrichs, a single person, has hereunto set his hand this _______ day of _____________, 20_____.

____
Thomas R. Hinrichs

STATE OF MINNESOTA

COUNTY OF ____________________

This instrument was acknowledged before me on ____________________ by Thomas R. Hinrichs.

______________________ Notary signed name
______________________ Notary printed name

Notary Public, ______________________ My Commission Expires __________

In witness whereof said Valerie J. Hoeschen, a single person, has hereunto set her hand this _______ day of _____________, 20_____.

____
Valerie J. Hoeschen

STATE OF MINNESOTA

COUNTY OF ____________________

This instrument was acknowledged before me on ____________________ by Valerie J. Hoeschen.

______________________ Notary signed name
______________________ Notary printed name

Notary Public, ______________________ My Commission Expires __________

I, Mark F. Jahner do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _______ day of _____________, 20_____.

____
Mark F. Jahner, Licensed Land Surveyor
Minnesota License No. 44493

STATE OF MINNESOTA
COUNTY OF DOUGLAS

This instrument was acknowledged before me on ____________________________ by Mark F. Jahner.

______________________ Notary signed name
______________________ Notary printed name

Notary Public, ______________________ My Commission Expires ______________

I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this _______ day of _____________, 20_____.

____
Minnesota Licensed Land Surveyor

Minnesota License No. _________

I hereby certify that proper evidence of title has been presented to and examined by me and I hereby approve this plat as to form and exucution.

Dated this _______ day of _____________, 20_____.

____
Todd County Attorney

Approved by the Todd County Board of Commissioners this _______ day of _____________, 20_____.

____
Chairman, Todd County Board of Commissioners

____
Attest: Todd County Auditor/Treasurer

No delinquent taxes, and transfer entered this _________ day of ___________________, 20_____.

Taxes for the current year are paid in full this _________ day of ___________________, 20_____.

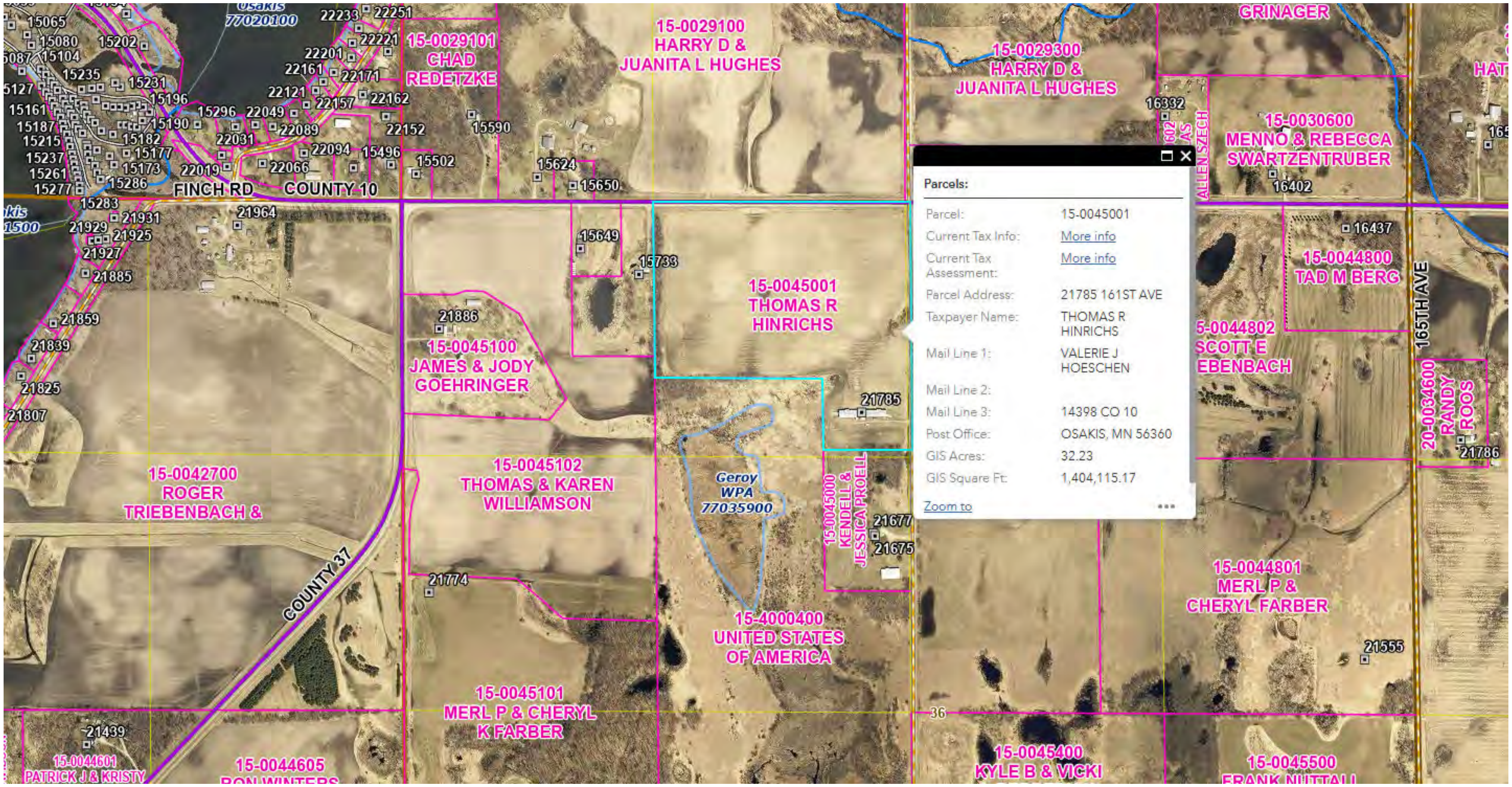
____
Todd County Auditor/Treasurer

I hereby certify that this instrument was filed in the office of the County Recorder for record on this________ day of _________________, 20_____,

at _____ o'clock ____.M., and was duly recorded as Document Number ___________________.

____
Todd County Recorder

STOECKEL-JAHNER SURVEYING INC.
ALEXANDRIA, MN
(320) 763-6855


15-0029100
HARRY D &
JUANITA L HUGHES
15-0029101
CHAD
REDETZKE
15-0029300
HARRY D &
JUANITA L HUGHES
15-0030600
MENNO & REBECCA
SWARTZENTRUBER
FINCH RD
COUNTY 10
15-0045001
THOMAS R
HINRICHS
15-0045100
JAMES & JODY
GOEHRINGER
15-0044800
TAD M BERG
15-0042700
ROGER
TRIEBENBACH &
15-0045102
THOMAS & KAREN
WILLIAMSON
Geroy
WPA
77035900
COUNTY 37
15-4000400
UNITED STATES
OF AMERICA
15-0044801
MERL P &
CHERYL FARBER
15-0045101
MERL P & CHERYL
K FARBER
15-0044605
15-0045400
KYLE B & VICKI
15-0045500
165TH AVE
Parcels:
Parcel: 15-0045001
Current Tax Info: More info
Current Tax Assessment: More info
Parcel Address: 21785 161ST AVE
Taxpayer Name: THOMAS R HINRICHS
Mail Line 1: VALERIE J HOESCHEN
Mail Line 2:
Mail Line 3: 14398 CO 10
Post Office: OSAKIS, MN 56360
GIS Acres: 32.23
GIS Square Ft: 1,404,115.17
Zoom to

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-16**

Agenda Topic Title for Publication:	**Miller Request for CUP**	
Date of Meeting: 3/18/2025	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 replace existing CUP #2024-008 to include a sawmill operation, window manufactoring, horse shoeing and training, woodworking, and machining was submitted on February 6, 2025. The site is located on parcel 07-0037500 (Eagle Valley TWP). The application was reviewed by the Planning Commission during the March 6th public hearing. The final recommendation from the Planning Commission was to grant the request with the new conditions identified below.

Options:

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

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions:
1. Hours of operation for the sawmill operation shall be restricted to 6:30 AM to 7:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Heavy-duty truck traffic shall access the site via County 84 from the south. North bound traffic from the site shall not be allowed for protection of the roadway.
5. Operation site shall meet all the setback requirements for the zoning district in which it's located.
6. There shall be no loading or unloading of materials within the road right of way.
7. Applicant shall establish a truck routes and signage with Eagle Valley Township.
8. Establishment of an exhaust system directed through the roof of the structure with inclusion of a muffler.
9. Applicant shall abide by all other applicable federal, state, and local standards.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

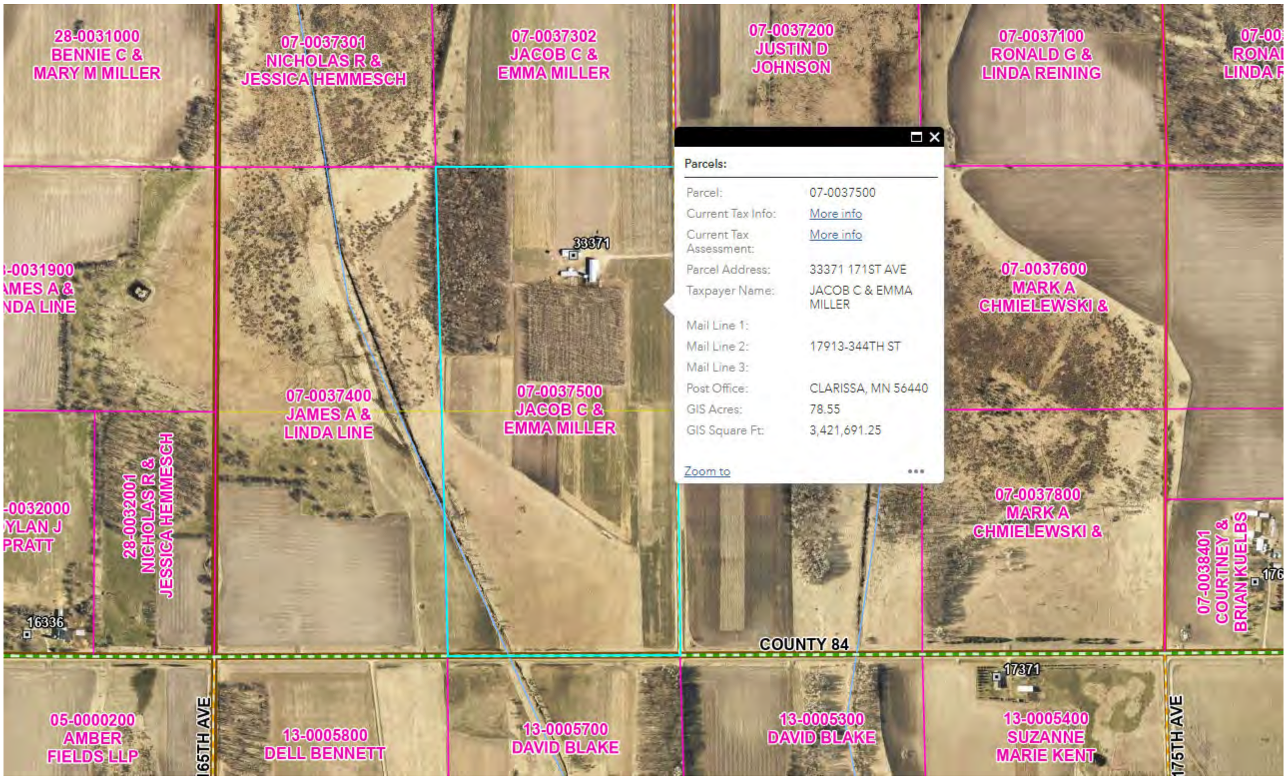
STATE OF MINNESOTA}
COUNTY OF TODD}

Board Action Form

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

Seal

Revised 01/2025



28-0031000
BENNIE C &
MARY M MILLER
07-0037301
NICHOLAS R &
JESSICA HEMMESCH
07-0037302
JACOB C &
EMMA MILLER
07-0037200
JUSTIN D
JOHNSON
07-0037100
RONALD G &
LINDA REINING
33371
07-0037600
MARK A
CHMIELEWSKI &
07-0037400
JAMES A &
LINDA LINE
07-0037500
JACOB C &
EMMA MILLER
28-0032001
NICHOLAS R &
JESSICA HEMMESCH
07-0037800
MARK A
CHMIELEWSKI &
07-0038401
COURTNEY &
BRIAN KUELBS
16336
COUNTY 84
17371
05-0000200
AMBER
FIELDS LLP
13-0005800
DELL BENNETT
13-0005700
DAVID BLAKE
13-0005300
DAVID BLAKE
13-0005400
SUZANNE
MARIE KENT
Parcels:
Parcel: 07-0037500
Current Tax Info: More info
Current Tax Assessment: More info
Parcel Address: 33371 171ST AVE
Taxpayer Name: JACOB C & EMMA MILLER
Mail Line 1:
Mail Line 2: 17913-344TH ST
Mail Line 3:
Post Office: CLARISSA, MN 56440
GIS Acres: 78.55
GIS Square Ft: 3,421,691.25
Zoom to

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Henry J. Miller
Mailing Address: 33371 171st Avenue
Clarissa, MN 56440

Property Owner: Jacob C. and Emma Miller
Mailing Address: 17913 344th St.
Clarissa, MN 56440

Site Address: 33371 171st Avenue, Clarissa, MN 56440 **Parcel Number**: 07-0037500

1. **REQUEST:** Request for CUP to replace #CUP-2024-008 for the expansion of an existing business to include sawmill, horse shoeing, trimming, window manufacturing, woodworking and machining in AF-1 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission **on the 6**th **day of** March, 2025 **on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property**:

The E ½ of the SW ¼ of Section 31, Township 131 North, Range 34 West, Todd County, Minnesota.

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

IT IS ORDERED that the Conditional Use # CUP-2025-001 **be (granted, ~~denied~~) as upon the following conditions, changes or reasons:**

1. Hours of operation for the sawmill operation shall be restricted to 6:30 AM to 7:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Heavy-duty truck traffic shall access the site via County 84 from the south. North bound traffic from the site shall not be allowed for protection of the roadway.
5. Operation site shall meet all the setback requirements for the zoning district in which it's located.

6. There shall be no loading or unloading of materials within the road right of way.
7. Applicant shall establish a truck routes and signage with Eagle Valley Township.
8. Establishment of an exhaust system directed through the roof of the structure with inclusion of a muffler.
9. Applicant shall abide by all other applicable federal, state, and local standards.

______________________________ ____________________

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

____

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: __________________
Date

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

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-17**

Agenda Topic Title for Publication:	**Wardell Request for CUP**	
Date of Meeting: 3/18/2025	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 for temporary family housing on parcel 15-0012301 (Leslie TWP) was submitted on February 11, 2025. The application was reviewed by the Planning Commission during the March 6th 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 and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions:
1. 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:	Facilities Committee Review:	Finance Committee Review:
☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

15-0012201
JOHN R ZINTER
TRUSTEE
TRUSTEE
15130
15-0012000
MARVIN &
MICHELLE LUNSER
COUNTY 65
11
25365
15-0012301
JUSTIN & ERIKA
WARDELL
14795
14927
15-0012200
MARK R KERN
15-0012800
RYAN A JOBE
HANSOM TRL
147TH AVE
15-0012300

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Justin & Erika Wardell
Mailing Address: 14795 Co Rd 65
Long Prairie, MN 56347

Property Owner: Justin & Erika Wardell
Mailing Address: 14795 Co Rd 65
Long Prairie, MN 56347

Site Address: 14795 Co Rd 65, Long Prairie, MN 56347 **Parcel Number**: 15-0012301

1. **REQUEST:** Request a CUP for the 30' X 36' addition to an existing garage for temporary family housing in AF-1 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission **on the 6**th **day of** March, 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-2025-003 **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 **Date**
Bob Byers, Chairperson

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

____

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: __________________
Date

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

Exhibit "A"

Legal description for parcel #15-0012301

The North 10.00 acres of the East Half of the Southwest Quarter of Section 11, Township 129 North, Range 35 West, the South line of said 10.00 acres is parallel with the North line of said East Half of the Southwest Quarter, according to the United States Government Survey thereof.

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

Board Action Form

Requestor to Complete:

Type of Action Requested *(Check one)*:		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-18**

Agenda Topic Title for Publication:	**Hemstock Request for CUP**	
Date of Meeting: 3/18/2025	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 for installation of a ground mounted solar energy system in excess of 120% of the annual energy comsumption was submitted on February 12, 2025. The site is located on parcel 09-0009500 (Germania Township). The application was reviewed by the Planning Commission during the March 6th 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 and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions:
1. Applicant must obtain permitting and/or licensing from additional governmental agencies as necessary.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal


MICHAEL G &
MARILYN DOLEZAL
215TH
09-0008500
HARVEY & LADONNA
LILLEODDEN
21380
21534
430TH ST
430TH ST
42988
21193
21381
09-0009501
AARON A &
KATIE E MILLER
09-0009500
ANNE M
HEMSTOCK
09-0009200
JORDAN
LILLEODDEN
215TH AVE

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Wolf River Electric
Mailing Address: 101 Isanti Parkway NE, Suite G
Isanti, MN 55040

Property Owner: Anne M. Hemstock
Mailing Address: 21381 430th Street
Bertha, MN 56437

Site Address: 21381 430th Street, Bertha, MN 56437 **Parcel Number**: 09-0009500

1. **REQUEST:** Request a CUP for the installation of a Ground Mounted PC Solar System in excess of 120% of annual energy consumption, in AF-1 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission **on the 6**th **day of** March, 2025 **on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property**:

NE ¼ of NE ¼ of Section 14, Township 132, Range 34, Todd County, MN

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

IT IS ORDERED that the Conditional Use # CUP-2025-002 **be (granted, ~~denied~~) as upon the following conditions, changes or reasons:**

1. Applicant must obtain permitting and/or licensing from additional governmental agencies as necessary.

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

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: __________________
Date

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

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*****:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-19**

Agenda Topic Title for Publication:	**Rescind Board Action Tracking Number 20250218-48**	
Date of Meeting: 03/18/2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: *Supporting Documentation enclosed* ☐		
Rescind Board Action Tracking Number 20250218-48		
Options:		
1. Approve the rescinding of Board Action Tracking Number 20250218-48 **2. Not approve**		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the rescinding of Board Action Tracking Number 20250218-48		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-20**

Agenda Topic Title for Publication:	**2025-2027 AFSCME Health and Human Services Contract**	
Date of Meeting: March 18, 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 Todd County negotiations team met with AFSCME - HHS Union Representatives 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. Approve the AFSCME – HHS 2025-2027 Union Contract
2. Do not approve the AFSCME-HHS 2025-2027 Union Contract

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
The Todd County Board of Commissioners authorize the adoption of the AFSCME – HHS Collective Bargaining Agreement for 2025-2027.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Revised 01/2025

LABOR AGREEMENT

between

TODD COUNTY BOARD OF COMMISSIONERS

and

TODD COUNTY HEALTH AND HUMAN SERVICES EMPLOYEES

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION #3168

JANUARY 1, 2025 – DECEMBER 31, 2027

TABLE OF CONTENTS

AGREEMENT

This Agreement is entered into on January 1, 2025, between the Todd County Board of Commissioners, hereinafter the Employer, and Local #3168, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE I
PURPOSE

The Union and the Employer agree that the purpose for entering into the Agreement is to:

A. Establish the foundation for a harmonious and effective labor-management relationship;

B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;

C. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

ARTICLE II
RECOGNITION

Section 1. **Recognition**

In accordance with the P.E.L.R.A. the Employer recognizes Local #3168.
Minnesota Council # 65, of the American Federation of State, County and Municipal Employees, AFL-CIO, herein referred to as the Union**,** as the exclusive representative for:

> "All Employees of the Todd County Health and Human Services, Long Prairie, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03. Subd. 14, excluding supervisory and confidential Employees."

Section 2.

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

Section 3.

No discrimination shall be exercised against any Employee because of Union membership or non-membership, nor because of race, national origin, creed, sex, color, disability, age, sexual orientation, religious belief or political belief.

Section 4.

The Employer agrees not to enter into a contract individually or collectively with Employees in the bargaining unit which is in conflict with the terms of this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement conditions or benefits, and the Employer's personnel policies affecting the working conditions of the Employees. The terms in both cases are subject to the provisions of M.S. Chapter 179A regarding the rights of public employers and the scope of negotiations.

Section 2. Regular Full Time Employee

An Employee who has successfully completed the six month probationary period and who regularly works forty (40) hours per week.

Section 3. Regular Part Time Employee

An Employee who has successfully completed the six month probationary period working less than full time and who works fourteen (14) hours or more per week.

Section 4. Pro-Rated

An Employee who has successfully completed the six month probationary period working less than full time and who works fourteen (14) hours or more per week would have benefits **(e.g.** vacation, holiday and sick leave**)** pro-rated by a percentage of actual hours worked in the preceding calendar quarter divided by the number of hours worked by a full-time Employee in the preceding calendar quarter. For new Employees or those returning from leave of absence the rate will be determined by the previous pay period worked.

Section 5. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
EMPLOYEE RIGHTS

Section 1. Dues Check Off

Section 1. In recognition of the Union as the exclusive representative:

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of Union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2. Indemnification.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 3. Bulletin Board Space

The Employer shall make space available on bulletin boards for posting of Union notices except that political or inflammatory material may not be posted

Section 4. Access to Premises

Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

Section 5. 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 steward shall be permitted reasonable time to process and investigate grievances on County property without loss of time or pay during regular working hours. It is agreed that under normal conditions, the time involved would average one and one-half (1-1/2) hours per day.

Section 6.

All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Board and the Union.

ARTICLE V
EMPLOYER RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel, providing their action does not conflict with the stipulations contained within this Agreement.

Section 2. Employer Authority

The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; and to select, direct, transfer, remove and determine appropriate discipline of personnel, and to perform all other managerial functions, duties and responsibilities providing their action does not conflict with the stipulations contained within this Agreement.

Section 3. Employer Rules

The parties recognize that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

ARTICLE VI
HOURS OF WORK

Section 1. Work Week

All full-time Employees shall work a forty (40) hour work week. The work week shall consist of five (5) consecutive eight hour days, Monday through Friday with the exception of community events requiring some flexibility. The normal hours of work are from 8:00 A.M. to 4:30 P.M. with an unpaid one-half hour for lunch.

Section 2. Rest Period

Employees shall be granted two fifteen (15) minute rest periods in each eight (8) hours of work.

Section 3. Flex Time

All full time Employees are eligible for flex time upon approval of supervisor/ manager and the Health and Human Services Director, or designee, with the fact that the office will have appropriate staffing Monday-Friday 8:00 A.M. to 4:30 P.M. with mutual agreement by supervisors and the Health and Human Services Director, or designee.

Section 4. On Call Pay

Employees required to be on call and available for consultation with the Home Health Aide during the hours that the Home Health Aide is in the client's home, outside of regular "work week" (i.e.: evenings, weekends, holiday) shall be reimbursed at the rate of $4.00 per hour, not to exceed 8 consecutive hours per day.

Child Protection employees required to be on-call per MN Statute 626.556 Subd. 7 subd. 7a will follow this subsections:
During the work week, on-call coverage shall begin at 4:30pm and continue until 8:00am on the next regularly scheduled work day. During the weekend, on-call coverage shall begin at 4:30pm on the last recognized work day of the work week, and continue until 8:00am on the next regularly scheduled work day. The employee assigned to provide on-call coverage shall be paid four dollars ($4.00) per hour for being on-call, except for the actual time worked, which shall be paid in accordance with the collective bargaining agreement. An employee is not eligible for on-call pay for any hours when the employee is being paid in another manner by the County with the exception of holidays. On-call time does not count towards hours worked. No more than one employee shall be assigned on-call coverage for any given hour. While on-call, employees will remain within 1 hour of the County campus and remain fit for duty and capable to carry out on-call duties and respond to calls.

ARTICLE VII
OVERTIME

Section 1. Policy

All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. All overtime must have prior approval of the Employee's Health and Human Services Director, or designee. Employees shall have the option of taking overtime hours as paid time at time and one-half or as compensatory time off at time and one-half. Employees may accrue up to a maximum of 120 hours compensatory time; however the compensatory time accumulation maximum shall be reduced to 80 hours by the last day of the pay period in December of each calendar year for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027). Anything over the annual maximum will be paid in cash.

Compensatory time off is to be used under the same rules that govern vacations. Employees that work less than 40 hours per week that work beyond their regularly scheduled hours and up to 40 hours per week shall be compensated at one times the Employees regular rate of pay as paid time or as compensatory time off at the Employees option. The Health and Human Services Director, or designee, must approve compensatory time off.

Section 2.

All time on paid status, including vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from 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.

Section 3. Distribution of Overtime

All overtime will be distributed as equally as possible.

Section 4. Call outs

Any Employee called to work outside of his/her regularly scheduled day shall be paid at the rate of time and one-half.

Section 5.

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 6.

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement; nor shall there be any pyramiding of premium compensation.

Section 7. Weekend Called Out

If Employees are required, by the employer to provide direct client cares or are called out to provide direct client cares on a Saturday or Sunday, they shall be compensated at the rate of time and one-half.

ARTICLE VIII
HOLIDAYS

Section 1. Benefits

All Employees shall receive the following days off with pay:

a. New Year's Day--January lst
b. Martin Luther King Jr. Day--Third Monday in January
c. President's Day -- Third Monday in February
d. Good Friday—Friday before Easter Sunday
e. Memorial Day--Last Monday in May
f. Juneteenth- June 19th
g. Independence Day--July 4th
h. Labor Day--First Monday in September
i. Veterans Day--November 11th
j. Thanksgiving Day--Fourth Thursday in November
k. Friday after Thanksgiving
l. Christmas Day--December 25th
m. One-half day Christmas Eve
n. One-half day New Year's Eve (unless New Year's falls on Saturday, Sunday, or Monday)

Section 2. Holidays and Weekends

Except as noted above, when any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any of the above holidays falls on a Sunday, the following day shall be a holiday. When Christmas Eve falls on a Friday, Saturday, or Sunday, Employees shall be credited with a 1/2 day floating holiday to be used in that calendar year.

Section 3.

When a paid holiday falls on an Employee's scheduled day off, they shall be paid for that holiday. When a paid holiday falls during a vacation period, the Employee shall receive pay for that holiday and not be required to use vacation hours.

Section 4.

If Employees are required by the employer, to provide direct client care or are called out to provide direct client care or are required to work on any of the above holidays, the Employees shall receive time and one-half their regular hourly rate for all time worked on that day, plus holiday pay.

Section 5.

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

Section 6.

The Employer agrees that if the County Personnel Policy is amended during the duration of this Agreement to provide eligibility for two half days holidays in a year when the designated half day holidays fall on a weekend, members of this bargaining unit will also be eligible for that benefit.

ARTICLE IX
VACATIONS

Section 1. Benefits

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

Years of Service	Hours Earned Per Year	Hours Earned Per Pay Period
1 thru 3	96.20	3.70
4 thru 5	120.12	4.62
6 thru 10	144.04	5.54
11 thru l5	168.22	6.47
16 thru 20	204.10	7.85
2l thru 24	216.06	8.31
25 and over	228.02	8.77

Part time Employees shall receive pro-rated vacation hours based upon the above schedule and the number of hours they work.

Vacation time must be used in quarter hour increments.

Section 2. Notice

In determining vacation periods, the wishes of the Employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify the Health and Human Services Director, or designee, of the time they would like to take vacation as far in advance as possible.

Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of request.

Section 3. Vacation Accrual

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

Section 4. Vacations and Probationary Period

Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the Employee for the time served at 3.70 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.

Section 5.

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

Section 6.

Employees may select to cash out the vacation hours (in excess of 16 accrued hours per month) which shall be paid out the first pay period in December. Part-time staff is eligible for pro-rated cash out hours.

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 X
SICK LEAVE

Section 1. Benefit

Employees shall earn sick leave at the rate of 3.70 hours per pay period. Sick leave shall accrue bi-weekly as it is earned. The maximum carry-over of sick leave from one year to the next per Employee shall be 1040 hours (130 days) as of the last day of the pay period in December for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027)..

Section 2. Utilization

An employee shall be granted sick leave with pay to the extent of the Employee's accumulation for absences necessitated by illness, disability, or by necessity for medical, chiropractic, dental care, or for serious illness of the Employee or the Employee's immediate family (spouse, children/stepchildren, adult child, parents, step-parents, grandparents, grandchildren of either the Employee or his/her spouse, ward, siblings and son/daughter-in-law). Sick leave must be used in quarter hour increments.

Section 3. Medical Certificate

Verification of illness may be required if illness or injury extends beyond three days. 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.

Section 4.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the Employee.

Section 5.

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

Section 6.

Employees shall notify the Health and Human Services Director, or designee, as soon as possible when going on sick leave so that arrangements may be made to carry on the work.

Section 7. Worker's Compensation

In the case of an Employee who, because of sickness or injury incurred in the line of duty, is entitled to receive Worker's Compensation benefits, the Employer will pay to the Employee the difference between the compensation benefits received and his/her normal regular salary. This difference will be charged to the Employee's sick leave account for as long as the account is funded. In no case will the Employee receive more than his/her regular salary. When the Employee's sick leave account is depleted, the Employee will receive the Workers Compensation benefits only.

Section 8. Sick Leave during Vacation Leave

When sickness or injury occurs during a vacation leave, the period of illness or injury may be charged as sick leave and the time against vacation leave reduced accordingly. Employees will be required to call the Office immediately if they become ill while on vacation leave. Upon the discretion of the Health and Human Services Director, or designee, a doctor's verification shall be submitted upon return.

Section 9. Sick Leave and Seniority

There shall be no loss of seniority to an Employee because of sickness or injury.

Section 10. Severance Pay

An Employee who leaves the employment of the Employer shall receive accumulated unused sick leave as severance pay as follows:

0-20 years	40%
Beginning 21 years and over	60%
Eligible for PERA retirement benefits	100%

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

Subd. 1. Post-Retirement Health Care Savings Plan (HCSP)/MN State Retirement Systems (MSRS): Todd County shall establish and administer a Post-Retirement Health Care Savings Plan (HCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the AFSCME Local 3168 Bargaining Unit.

A. Employee's severance pay will be put into the HCSP (MSRS) at the time of termination of employment or retirement (per the above calculations). Upon the employee's death, the sick severance shall be paid to the employee's estate.

B. Employees who have accrued over 1040 hours of sick leave will have 50% of those hours converted to cash and deposited into their post-retirement health care savings account. The conversion will take place once a year at year end.

Section 11. Donation of Vacation Time

An Employee, at their option, may donate vacation hours to another Employee who has expended their sick leave.

ARTICLE XI
LEAVE OF ABSENCE

Section 1. Application for Leave

Unpaid leave of absence greater than ten (10) working days must be requested in writing and approved by the County Board at least thirty (30) calendar days in advance, except in case of an emergency. The leave of absence period shall not exceed one (1) year, except by mutual agreement between the Employer and the Union.

Section 2. Paid Leaves of Absence

Subd. 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 40 hours of paid funeral leave: spouse/domestic partner, parent, child, son/daughter-in-law or ward.

Up to 24 hours of paid funeral leave: siblings, brother/sister-in-law, parent-in-law, grandparent, or grandchild of either the Employee or his/her spouse/domestic partner

Up to 8 hours of paid funeral leave: aunt, uncle, niece, or nephew of the employee or spouse/domestic partner or other relative living in the Employee's home.

In the event that the employee needs additional time off, the Employee shall have the option of using sick leave, compensatory time and vacation time or time without pay.

Part time employees shall receive pro-rated funeral leave based upon the number of hours they work.

Subd. 2. Educational Leave:

Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the Employee has received approval from the Health and Human Services Director, or designee, prior to taking the leave.

Subd. 3. Jury or Witness Duty:

After the notice to the Health and Human Services Director, or designee, an Employee shall be granted leave with pay for:

a. Service upon a jury
b. Appearance before a court, legislative committee, other judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority.

The Employee shall turn over to the County any per-diem payment received as a result of serving on a jury or as a witness in the above-listed actions. Monies received as expenses shall be kept by the Employee. If an employee is excused from jury duty during the working day, the employee shall report back to work if time permits.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation to which the Employee is a party, not as an Employee of the County, but as an individual, shall be taken without pay. Employees may choose to use vacation or compensatory time and then keep any per diem payments.

Subd. 4. Military Leave:

Any Employee shall be entitled to a leave of absence without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when he/she is engaged with a reserve force of the United States or the State of Minnesota or other component of the military or naval forces of the United States in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding a total of 15 days in any calendar year.

Subd. 5. Family Medical Leave Act:

FMLA leave shall be granted pursuant to applicable law and shall run concurrently with accumulated paid leave. Employees may reserve up to forty (40) hours of accumulated sick leave to utilize after completion of FMLA leave.

Section 3. Unpaid Leaves of Absence

Subd. 1. Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence more than 10 days.

Subd. 2. Any regular full time Employee who is granted a leave of absence without pay shall be permitted to remain in the Group Health and Group Life Insurance plans by making advance premium payments to the Payroll Department after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute.

Subd. 3. **Disability Leave:** An Employee, who has completed his/her probationary period, who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year.

A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the Employee is expected to be able to assume his/her normal responsibilities.

The Health and Human Services Director, or designee, may require that the Employee provide medical certification from a registered practicing physician that he/she is fit for work before returning the Employee to the job.

Any Employee who is granted a leave of absence without pay who is certified by the registered practicing physician as able to return to work, must comply within ten (10) working days or face termination.

Subd. 4. **Child Rearing (Maternity/Adoption):** A child rearing leave of absence for a period of up to four (4) months shall be granted to a natural or adoptive mother or father who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the Employee.

Subd**.** 5. **Personal Leave:** An unpaid leave, not to exceed 180 consecutive calendar days, may be granted by the Department Head, County Coordinator or designee's approval. No such leave shall be granted or used for the purpose of securing other employment. Denial of such a leave request shall not be subject to the grievance procedure.

Subd. 6. **Reinstatement after Leave:** Any Employee returning from an approved unpaid leave of absence as covered by this Section shall be entitled to return to employment in his/her former position or another position in his/her former classification in service, or a position of comparable duties and pay.

Section 4. MN Paid Family Medical Leave

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. 2

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 XII
GRIEVANCE PROCEDURE

Section 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.

Section 2. Representative

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 shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

Section 3. Definitions

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.

Subd. 5. Reduced to Writing: "Reduced to writing" shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested.

Section 4. Time Limitation

Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section 5. Processing a Grievance

The aggrieved Employee and a union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.

Section 6. Procedure:

Step 1. Informal Discussion. The Supervisor and/or Manager shall meet and discuss the grievance with the grievant and the grievants' representative, within ten (10) days after the receipt of the grievance.

Step 2. In the event the grievance is not resolved in Step 1, the decision may be appealed to the Health and Human Services Director, or designee, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Health and Human Services Director, or designee, he/she shall set a time to hear the grievance within ten (10) days. The Health and Human Services Director, or designee, shall issue his/her decision in writing within five (5) days after the meeting.

Step 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the County Board, or its representative, provided such appeal is made within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the County Board, or its representative, they shall set a time to hear the grievance within twenty (20) days after the appeal is received. After the meeting, the County Board or its representative shall issue its decision in writing within ten (10) days to the parties involved.

Step 3A. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting mediation is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4. If the grievance remains unresolved the Union may, within twenty (20) days after the response of the County Board, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) days, either party may request the Bureau of Mediation Services to submit a panel of 5 arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

Section 7. Arbitrator's Authority

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor, shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

The arbitrator shall 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 to him in writing by the Employee and by the Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator shall 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 shall submit his decision in writing within 30 days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Subject to the Uniform Arbitration Act, Minnesota Statutes 572.01, et seq., the decision shall be binding on both the Employer and the Union. It shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Section 8.

The fees and expenses for the arbitrators services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall 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, and the requesting party shall be responsible for the costs.

Section 9. Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall 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 written agreement of the Employer and the Union.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 1.

An Employee may be disciplined only for just cause. Disciplinary action or measures may include any of the following: (1) Documented oral reprimand; (2) written reprimand; (3) suspension; (4) demotion; and (5) discharge depending upon the reasons giving cause to discipline an Employee. Any disciplinary action taken by the County may be processed as a grievance through the regular grievance procedure.

Section 2.

If the Employer has reason to reprimand an Employee, the Employer shall attempt to do it in a manner that will not embarrass the Employee before other Employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

Section 3.

All oral and written reprimands that are documented in personnel file shall be signed by the employee acknowledging receipt of, not admission of guilt, and may also write rebuttal to such reprimand, to be placed in the file with reprimand

ARTICLE XIV
PROBATIONARY PERIOD

Section 1. Probationary Period

All newly hired or re-hired Employees shall serve a six (6) month probationary period.

Subd. 1. At any time during the probationary period the employer shall have the unqualified right to suspend without pay, discharge or otherwise discipline such Employee, and during this probationary period the Employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned, and a newly hired or re-hired Employee may be terminated at the sole discretion of the Employer.

Subd. 2. Under circumstances or conditions that prevent the making of a full and fair determination as a basis for granting permanent status or separating the Employee from the service, a one-time six (6) month extension of the probationary period may be granted. Initiation of a request to the County Board for extension must occur on or before the beginning of the sixth month of the probationary period and shall specify the reasons why the extension is required in this instance. A current evaluation of the Employee’s performance shall accompany the request. A copy of the request for extension and the evaluation shall be provided to the probationary Employee by the Health and Human Services Director, or designee.

Subd. 3. A regular employee transferred or promoted to a different classification shall serve a trial period of three (3) months in the new classification. During this three (3) month trial period, the employee shall have the right to revert back to his/her former position. If, during the three (3) month trial period, the employee's performance is unsatisfactory, the Employer shall have right to reassign the employee to his/her former classification, provided, however, the employer has given written notice to the employee and the Union of such action and reason therefore. The employee will not have the right to utilize the grievance or other appeal procedure to contest the Employer's decision to reassign the employee to his/her former position or classification.

ARTICLE XV
SENIORITY

Section 1.

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

Section 2.

The seniority list on the date of this Agreement shall show the name, job title, classification and employment date that seniority is based on for all Employees in the department. The Employer shall keep the seniority list up to date and will provide the Union with an up to date copy when requested, in addition to posting the list on the Union bulletin board on the first of each year for a period of fourteen (14) days.

Employees shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and a written request for seniority change to the Health and Human Services Director, or designee.

Section 3.

An Employee shall lose seniority for the following reasons only:

A. Resignation;
B. By discharge in accordance with procedures set forth in this Agreement;
C. If an Employee does not return to work when recalled from layoff as set forth in the recall section below.

Section 4. Layoffs

The word layoff shall mean a reduction in the working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary and/or seasonal Employees will be laid off first; seniority Employees shall be laid off according to seniority within job classifications. The Employee with the least seniority shall be laid off first. Employees to be laid off for an indefinite period of time will have at least ten (10) working days of notice of layoff. A senior Employee may bump into a lateral or lower classification provided he/she is qualified for the job. (An Employee who bumps into another position shall be paid the salary of that position).

When the working force is increased after a layoff, Employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to Employees at their last known address by Registered or Certified Mail. If the Employee fails to report for work within ten (10) working days from the date of mailing of Notice of recall, he/she shall be considered as having resigned. Employees shall have the right to recall for a period of one (1) year.

Section 5. Vacancies and New Positions

Notice of five (5) working days for all vacancies and newly-created positions shall be posted on all Union bulletin boards. The position may then be filled from among present employees who apply. When all other qualifications are relatively equal, the Employer may select the most senior qualified applicant for the position. The Employer shall determine whether or not Employee is qualified for the posted position. In the event that a senior Employee is not given a vacant or newly created position, upon written request, he/she shall be given a written explanation as to why they did not get the job. This matter shall be subject to the grievance procedure if the Union disagrees with Employer's decision. New Employees in some classifications are required to have a physical therapy assessment prior to hire, at County expense. Results of the exam will be on file in the Human Resources Department and a copy shall be placed in the personnel file.

The Employer may place new employees at a higher step in grade based on comparable experience and education.

Section 6. Job advancement

Employees will be provided opportunities to attend workshops, seminars, and conferences, which are pertinent to continuing growth in their positions. Attendance will be authorized (or may be suggested) by the Health and Human Services Director (based on staff requests and supervisor/manager recommendations) within the limits of the budget allocation. An employee shall be advised of the opportunity for transfer from a specific job assignment to any other job opening, which might arise within the same classification.

ARTICLE XVI
INSURANCE AND RETIREMENT

Section 1. Selection of Carrier

The selection of the insurance carrier shall be made by the Employer as provided by law.

Section 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.

H.S.A. Contributions

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

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

Family/Dependent Insurance Coverage:

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

All plans not to exceed total premium			
	2025 Employer	2026 Employer	2027 Employer
Employee + Spouse	$1600/month	$1700/month	$1800/month
Employee + Child (ren)	$1300/month	$1375/month	$1450/month
Family	$1775/month	$1900/month	$2025/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 H.S.A. eligible plans.

<u>The Employer and Union will meet and discuss insurance changes in a Labor Management Committee.</u>

Section 3. 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.

Section 4. <u>Retirement.</u> Upon retirement an employee may, at his/ her own expense, 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.

Subd. 1. **<u>Post-Retirement Benefit.</u>** 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 a single health insurance plan up to three years, not to exceed the employee's 65^{th} birthday with the condition the employee is eligible for PERA and has twenty (20) or more years of service.

Subd. 2. **<u>MSRS HCSP Contribution</u>**: Only employees hired after January 1, 2007 and before January 1, 2022, or those who are eligible for the benefit found in Subd. 1 who voluntarily and irrevocably waive in writing any right to the benefit found in Subd. 1, are eligible for a $250.00 annual contribution into their MSRS HCSP on the first pay period of each year of employment with Todd County. Employees hired on or after January 1, 2022 are eligible for a contribution into their MSRS HCSP if actively employed on January 2 of the following calendar year as set forth below:

After 10 years of continuous employment with the Employer	$2500
After 15 years of continuous employment with the Employer	$1000
After 20 years of continuous employment with the Employer	$1000
After 25 years of continuous employment with the Employer	$1000
After 30 years of continuous employment with the Employer	$1000

Subd. 3. **<u>One-time contribution</u>**: Only employees hired between January 1, 2007 and March 1, 2014, or those who are eligible for the benefit found in Subd. 1 above who voluntarily and irrevocably waive in writing any right to the benefit found in Subd. 1 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 Subd. 2 for that year.

Section 5. Employees who leave the employment of the County may continue to participate in the group health insurance program for a period of not longer than eighteen (18) months after separation (unless a longer period is required by applicable law, in which case the statutory requirement shall prevail), provided they pay the full premium cost.

Section 6. Employees who become disabled while in the employment of the County and who have exhausted their vacation and sick leave shall have their life insurance premiums paid and their health insurance premiums paid by the Employer for up to one year. Employees to be eligible for this subsection must be confirmed in writing by a Medical Physician to have a disability that prevents him/her from performing his/her duties. The Employer may require an Employee to see a Physician of the Employer's choice to confirm the disability. This shall be at the Employer's expense. Insurance premiums under this subsection shall be for the Employee's insurance only. Exceptions would be any benefits available under the FMLA or any other applicable law. If an Employee voluntarily terminates their employment with Todd County during the time they are eligible for this section, they forfeit any further claims for benefits under this section.

Section 7. If an Employee dies, the Employee's spouse may keep the insurance coverage for three years (36 months) by paying the full premium cost.

Section 8. 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. (This coverage is part of the County's Health Insurance).

Section 9. 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.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Mileage and Travel Expenses

Subd. 1. Employees who use their own vehicles to travel on County business shall be reimbursed on a mileage basis at the rate equal to the Federal IRS allowable deduction rate effective at the time.

Subd. 2. Employees shall be reimbursed the actual cost of meals (as determined by receipts) not to exceed $11.00 for breakfast, $13.00 for lunch, and $19.00 for dinner, |when they are outside of the County on County business, before and after meal time, and when attending special meetings or events in the County upon approval of the Health and Human Services Director, or designee. If County business keeps the Employee away overnight, actual room cost is reimbursed (receipt necessary) and must be pre-authorized by the Health and Human Services Director, or designee.

Section 2. Negotiating Committee

The Employer agrees to permit the negotiating committee of no more than five (5) people to appear at all negotiation meetings with the Employer with pay, if negotiations are held during working hours.

Section 3. Professional License.

Effective January 1, 2016, Employer will reimburse full-time employees for the required professional license renewal fees.

Section 4.

The Employer and the Union agree that the County personnel policy as amended from time to time will, to the extent not inconsistent with this Agreement, be considered work rules applicable to the members of the bargaining unit.

ARTICLE XVIII
RATES OF PAY

Section 1.

The wages and salaries reflected in Appendix A, attached hereto, shall be part of this Agreement. In the event that there is a rounding difference between the attached wage schedules and payroll, payroll shall govern. The wage schedules were developed as follows:

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

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

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

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.

Section 2. Employees who are step eligible shall receive their steps on the first full pay period following July 1st of each calendar year.

Section 3. In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.

ARTICLE XIX
BENEFITS FOR PART TIME EMPLOYEES

Section 1.

It is understood and agreed by the parties that regular part-time Employees employed an average of fourteen (14) or more hours per week, but less than 40 hours per week, shall be eligible for benefits as follows:

Subd. 1. Holidays. Part-time Employees shall be paid for all holidays on a pro-rated basis. Part-time Employees shall receive time and one-half their regular hourly rate for all time worked on a holiday.

Subd. 2. Sick Leave. On a pro-rated basis after the completion of the probationary period. Such Employees shall be credited with the appropriate amount after completion of the probationary period.

Subd. 3. Vacations. On a pro-rated basis after completion of the probationary period. Such Employee shall be credited with the appropriate amount after completion of the probationary period.

ARTICLE XX
DURATION

Section 1. Term and reopening negotiations.

This Agreement shall remain in full force and effect for a period commencing on January 1, 2025 through December 31, 2027, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to the end of the Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Finality

Any matters relating to the current agreement term, whether or not referred to in this Agreement, shall not be opened for negotiations during the term of this Agreement, except by mutual agreement of the parties. Such amendment to be enforceable, must be in writing and attached to all executed copies of this agreement.

Section 3. Severability

The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof

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

TODD COUNTY BOARD OF COMMISSIONERS LONG PRAIRIE, MINNESOTA	LOCAL #3168, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO
By ______________________ County Board Chair	**By** ______________________ AFSCME Staff Representative
By ______________________ County Board Vice Chair	**By** ______________________ AFSCME Local President
By ______________________	**By** ______________________
By ______________________	**By** ______________________
By ______________________	**By** ______________________

APPENDIX A

	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

LABOR AGREEMENT

between

TODD COUNTY BOARD OF COMMISSIONERS

and

TODD COUNTY HEALTH AND HUMAN SERVICES EMPLOYEES

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION #3168

JANUARY 1, ~~2022~~ 2025 – DECEMBER 31, ~~2024~~2027

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AGREEMENT

This Agreement is entered into on January 1, ~~2022~~2025, between the Todd County Board of Commissioners, hereinafter the Employer, and Local #3168, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE I
PURPOSE

The Union and the Employer agree that the purpose for entering into the Agreement is to:

A. Establish the foundation for a harmonious and effective labor-management relationship;

B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;

C. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

ARTICLE II
RECOGNITION

Section 1. **Recognition**

In accordance with the P.E.L.R.A. the Employer recognizes Local #3168.
Minnesota Council # 65, of the American Federation of State, County and Municipal Employees, AFL-CIO, herein referred to as the Union**,** as the exclusive representative for:

> "All Employees of the Todd County Health and Human Services, Long Prairie, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03. Subd. 14, excluding supervisory and confidential Employees."

Section 2.

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

Section 3.

No discrimination shall be exercised against any Employee because of Union membership or non-membership, nor because of race, national origin, creed, sex, color, disability, age, sexual orientation, religious belief or political belief.

Section 4.

The Employer agrees not to enter into a contract individually or collectively with Employees in the bargaining unit which is in conflict with the terms of this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement conditions or benefits, and the Employer's personnel policies affecting the working conditions of the Employees. The terms in both cases are subject to the provisions of M.S. Chapter 179A regarding the rights of public employers and the scope of negotiations.

Section 2. Regular Full Time Employee

An Employee who has successfully completed the six month probationary period and who regularly works forty (40) hours per week.

Section 3. Regular Part Time Employee

An Employee who has successfully completed the six month probationary period working less than full time and who works fourteen (14) hours or more per week.

Section 4. Pro-Rated

An Employee who has successfully completed the six month probationary period working less than full time and who works fourteen (14) hours or more per week would have benefits **(e.g.** vacation, holiday and sick leave**)** pro-rated by a percentage of actual hours worked in the preceding calendar quarter divided by the number of hours worked by a full-time Employee in the preceding calendar quarter. For new Employees or those returning from leave of absence the rate will be determined by the previous pay period worked.

Section 5. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
EMPLOYEE RIGHTS

Section 1. Dues Check Off

Section 1. In recognition of the Union as the exclusive representative:

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of Union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2. Indemnification.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 3. Bulletin Board Space

The Employer shall make space available on bulletin boards for posting of Union notices except that political or inflammatory material may not be posted

Section 4. Access to Premises

Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

Section 5. 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 steward shall be permitted reasonable time to process and investigate grievances on County property without loss of time or pay during regular working hours. It is agreed that under normal conditions, the time involved would average one and one-half (1-1/2) hours per day.

Section 6.

All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Board and the Union.

ARTICLE V
EMPLOYER RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel, providing their action does not conflict with the stipulations contained within this Agreement.

Section 2. Employer Authority

The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; and to select, direct, transfer, remove and determine appropriate discipline of personnel, and to perform all other managerial functions, duties and responsibilities providing their action does not conflict with the stipulations contained within this Agreement.

Section 3. Employer Rules

The parties recognize that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

ARTICLE VI
HOURS OF WORK

Section 1. Work Week

All full-time Employees shall work a forty (40) hour work week. The work week shall consist of five (5) consecutive eight hour days, Monday through Friday with the exception of community events requiring some flexibility. The normal hours of work are from 8:00 A.M. to 4:30 P.M. with an unpaid one-half hour for lunch.

Section 2. Rest Period

Employees shall be granted two fifteen (15) minute rest periods in each eight (8) hours of work.

Section 3. Flex Time

All full time Employees are eligible for flex time upon approval of supervisor/ manager and the Health and Human Services Director, or designee, with the fact that the office will have appropriate staffing Monday-Friday 8:00 A.M. to 4:30 P.M. with mutual agreement by supervisors and the Health and Human Services Director, or designee.

Section 4. On Call Pay

Employees required to be on call and available for consultation with the Home Health Aide during the hours that the Home Health Aide is in the client's home, outside of regular "work week" (i.e.: evenings, weekends, holiday) shall be reimbursed at the rate of $4.00 per hour, not to exceed 8 consecutive hours per day.

Child Protection employees required to be on-call per MN Statute 626.556 Subd. 7 subd. 7a will follow this subsections:
During the work week, on-call coverage shall begin at 4:30pm and continue until 8:00am on the next regularly scheduled work day. During the weekend, on-call coverage shall begin at 4:30pm on the last recognized work day of the work week, and continue until 8:00am on the next regularly scheduled work day. The employee assigned to provide on-call coverage shall be paid four dollars ($4.00) per hour for being on-call, except for the actual time worked, which shall be paid in accordance with the collective bargaining agreement. An employee is not eligible for on-call pay for any hours when the employee is being paid in another manner by the County with the exception of holidays. On-call time does not count towards hours worked. No more than one employee shall be assigned on-call coverage for any given hour. While on-call, employees will remain within 1 hour of the County campus and remain fit for duty and capable to carry out on-call duties and respond to calls.

ARTICLE VII
OVERTIME

Section 1. Policy

All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. All overtime must have prior approval of the Employee's Health and Human Services Director, or designee. Employees shall have the option of taking overtime hours as paid time at time and one-half or as compensatory time off at time and one-half. Employees may accrue up to a maximum of 120 hours compensatory time; however the compensatory time accumulation maximum shall be reduced to 80 hours by the last day of the ~~full~~ pay period in December of each calendar year for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027). Anything over the annual maximum will be paid in cash.

Compensatory time off is to be used under the same rules that govern vacations. Employees that work less than 40 hours per week that work beyond their regularly scheduled hours and up to 40 hours per week shall be compensated at one times the Employees regular rate of pay as paid time or as compensatory time off at the Employees option. The Health and Human Services Director, or designee, must approve compensatory time off.

Section 2.

All time on paid status, including vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from 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.

Section 3. Distribution of Overtime

All overtime will be distributed as equally as possible.

Section 4. Call outs

Any Employee called to work outside of his/her regularly scheduled day shall be paid at the rate of time and one-half.

Section 5.

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 6.

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement; nor shall there be any pyramiding of premium compensation.

Section 7. Weekend Called Out

If Employees are required, by the employer to provide direct client cares or are called out to provide direct client cares on a Saturday or Sunday, they shall be compensated at the rate of time and one-half.

ARTICLE VIII
HOLIDAYS

Section 1. Benefits

All Employees shall receive the following days off with pay:

a. New Year's Day--January lst
b. Martin Luther King Jr. Day--Third Monday in January
c. President's Day -- Third Monday in February
d. Good Friday—Friday before Easter Sunday
e. Memorial Day--Last Monday in May
f. Juneteenth- June 19th
~~f~~g. Independence Day--July 4th
~~g~~h. Labor Day--First Monday in September
~~h~~i. Veterans Day--November 11th
~~i~~j. Thanksgiving Day--Fourth Thursday in November
~~j~~k. Friday after Thanksgiving
~~k~~l. Christmas Day--December 25th
~~l~~m. One-half day Christmas Eve
~~m~~n. One-half day New Year's Eve (unless New Year's falls on Saturday, Sunday, or Monday)

Section 2. Holidays and Weekends

Except as noted above, when any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any of the above holidays falls on a Sunday, the following day shall be a holiday. When Christmas Eve falls on a Friday, Saturday, or Sunday, Employees shall be credited with a 1/2 day floating holiday to be used in that calendar year.

Section 3.

When a paid holiday falls on an Employee's scheduled day off, they shall be paid for that holiday. When a paid holiday falls during a vacation period, the Employee shall receive pay for that holiday and not be required to use vacation hours.

Section 4.

If Employees are required by the employer, to provide direct client care or are called out to provide direct client care or are required to work on any of the above holidays, the Employees shall receive time and one-half their regular hourly rate for all time worked on that day, plus holiday pay.

Section 5.

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

Section 6.

The Employer agrees that if the County Personnel Policy is amended during the duration of this Agreement to provide eligibility for two half days holidays in a year when the designated half day holidays fall on a weekend, members of this bargaining unit will also be eligible for that benefit.

ARTICLE IX
VACATIONS

Section 1. Benefits

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

Years of Service	Hours Earned Per Year	Hours Earned Per Pay Period
1 thru 3	96.20	3.70
4 thru 5	120.12	4.62
6 thru 10	144.04	5.54
11 thru l5	~~167.96~~168.22	~~6.46~~6.47
16 thru 20	204.10	7.85
2l thru 24	216.06	8.31
25 and over	228.02	8.77

Part time Employees shall receive pro-rated vacation hours based upon the above schedule and the number of hours they work.

Vacation time must be used in quarter hour increments.

Section 2. Notice

In determining vacation periods, the wishes of the Employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify the Health and Human Services Director, or designee, of the time they would like to take vacation as far in advance as possible.

Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of request.

Section 3. Vacation Accrual

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

Section 4. Vacations and Probationary Period

Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the Employee for the time served at 3.70 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.

Section 5.

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

Section 6.

Employees may select to cash out the vacation hours (in excess of 16 accrued hours per month) which shall be paid out the first pay period in December. Part-time staff is eligible for pro-rated cash out hours.

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 X
SICK LEAVE

Section 1. Benefit

Employees shall earn sick leave at the rate of 3.70 hours per pay period. Sick leave shall accrue bi-weekly as it is earned. The maximum carry-over of sick leave from one year to the next per Employee shall be 1040 hours (130 days) as of the last day of the pay period in December for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027)..

Section 2. Utilization

An employee shall be granted sick leave with pay to the extent of the Employee's accumulation for absences necessitated by illness, disability, or by necessity for medical, chiropractic, dental care, or for serious illness of the Employee or the Employee's immediate family (spouse, children/stepchildren, adult child, parents, step-parents, grandparents, grandchildren of either the Employee or his/her spouse, ward, siblings and son/daughter-in-law). Sick leave must be used in quarter hour increments.

Section 3. Medical Certificate

Verification of illness may be required if illness or injury extends beyond three days. 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.

Section 4.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the Employee.

Section 5.

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

Section 6.

Employees shall notify the Health and Human Services Director, or designee, as soon as possible when going on sick leave so that arrangements may be made to carry on the work.

Section 7. Worker's Compensation

In the case of an Employee who, because of sickness or injury incurred in the line of duty, is entitled to receive Worker's Compensation benefits, the Employer will pay to the Employee the difference between the compensation benefits received and his/her normal regular salary. This difference will be charged to the Employee's sick leave account for as long as the account is funded. In no case will the Employee receive more than his/her regular salary. When the Employee's sick leave account is depleted, the Employee will receive the Workers Compensation benefits only.

Section 8. Sick Leave during Vacation Leave

When sickness or injury occurs during a vacation leave, the period of illness or injury may be charged as sick leave and the time against vacation leave reduced accordingly. Employees will be required to call the Office immediately if they become ill while on vacation leave. Upon the discretion of the Health and Human Services Director, or designee, a doctor's verification shall be submitted upon return.

Section 9. Sick Leave and Seniority

There shall be no loss of seniority to an Employee because of sickness or injury.

Section 10. Severance Pay

An Employee who leaves the employment of the Employer shall receive accumulated unused sick leave as severance pay as follows:

0-20 years	40%
Beginning 21 years and over	60%
Eligible for PERA retirement benefits	100%

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

Subd. 1. Post-Retirement Health Care Savings Plan (HCSP)/MN State Retirement Systems (MSRS): Todd County shall establish and administer a Post-Retirement Health Care Savings Plan (HCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the AFSCME Local 3168 Bargaining Unit.

A. Employee's severance pay will be put into the HCSP (MSRS) at the time of termination of employment or retirement (per the above calculations). Upon the employee's death, the sick severance shall be paid to the employee's estate.

B. Employees who have accrued over 1040 hours of sick leave will have 50% of those hours converted to cash and deposited into their post-retirement health care savings account. The conversion will take place once a year at year end.

~~**Section 11. Sick Leave and Probationary Period**~~

~~Upon date of employment, sick leave shall accrue to the probationary Employee at the rate of 3.70 hours per pay period. Though sick leave shall be accrued, it may not be used until the Employee has successfully completed the probationary period.~~

Section ~~12~~11. Donation of Vacation Time

An Employee, at their option, may donate vacation hours to another Employee who has expended their sick leave.

ARTICLE XI
LEAVE OF ABSENCE

Section 1. Application for Leave

Unpaid leave of absence greater than ten (10) working days must be requested in writing and approved by the County Board at least thirty (30) calendar days in advance, except in case of an emergency. The leave of absence period shall not exceed one (1) year, except by mutual agreement between the Employer and the Union.

Section 2. Paid Leaves of Absence

Subd. 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 40 hours of paid funeral leave: spouse/domestic partner, parent, child, son/daughter-in-law or ward.

Up to 24 hours of paid funeral leave: siblings, brother/sister-in-law, parent-in-law, grandparent, or grandchild of either the Employee or his/her spouse/domestic partner

Up to 8 hours of paid funeral leave: aunt, uncle, niece, or nephew of the employee or spouse/domestic partner or other relative living in the Employee's home.

In the event that the employee needs additional time off, the Employee shall have the option of using sick leave, compensatory time and vacation time or time without pay.

Part time employees shall receive pro-rated funeral leave based upon the number of hours they work.

Subd. 2. Educational Leave:

Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the Employee has received approval from the Health and Human Services Director, or designee, prior to taking the leave.

Subd. 3. Jury or Witness Duty:

After the notice to the Health and Human Services Director, or designee, an Employee shall be granted leave with pay for:

a. Service upon a jury
b. Appearance before a court, legislative committee, other judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority.

The Employee shall turn over to the County any per-diem payment received as a result of serving on a jury or as a witness in the above-listed actions. Monies received as expenses shall be kept by the Employee. If an employee is excused from jury duty during the working day, the employee shall report back to work if time permits.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation to which the Employee is a party, not as an Employee of the County, but as an individual, shall be taken without pay. Employees may choose to use vacation or compensatory time and then keep any per diem payments.

Subd. 4. Military Leave:

Any Employee shall be entitled to a leave of absence without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when he/she is engaged with a reserve force of the United States or the State of Minnesota or other component of the military or naval forces of the United States in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding a total of 15 days in any calendar year.

Subd. 5. Family Medical Leave Act:

FMLA leave shall be granted pursuant to applicable law and shall run concurrently with accumulated paid leave. Employees may reserve up to forty (40) hours of accumulated sick leave to utilize after completion of FMLA leave.

Section 3. Unpaid Leaves of Absence

Subd. 1. Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence more than 10 days.

Subd. 2. Any regular full time Employee who is granted a leave of absence without pay shall be permitted to remain in the Group Health and Group Life Insurance plans by making advance premium payments to the Payroll Department after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute.

Subd. 3. **Disability Leave:** An Employee, who has completed his/her probationary period, who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year.

A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the Employee is expected to be able to assume his/her normal responsibilities.

The Health and Human Services Director, or designee, may require that the Employee provide medical certification from a registered practicing physician that he/she is fit for work before returning the Employee to the job.

Any Employee who is granted a leave of absence without pay who is certified by the registered practicing physician as able to return to work, must comply within ten (10) working days or face termination.

Subd. 4. **Child Rearing (Maternity/Adoption):** A child rearing leave of absence for a period of up to four (4) months shall be granted to a natural or adoptive mother or father who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the Employee.

Subd**.** 5. **Personal Leave:** An unpaid leave, not to exceed 180 consecutive calendar days, may be granted by the Department Head, County Coordinator or designee's approval. No such leave shall be granted or used for the purpose of securing other employment. Denial of such a leave request shall not be subject to the grievance procedure.

Subd. 6. **Reinstatement after Leave:** Any Employee returning from an approved unpaid leave of absence as covered by this Section shall be entitled to return to employment in his/her former position or another position in his/her former classification in service, or a position of comparable duties and pay.

Section 4. MN Paid Family Medical Leave

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

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50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14. 2

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.

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ARTICLE XII
GRIEVANCE PROCEDURE

Section 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.

Section 2. Representative

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 shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

Section 3. Definitions

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.

Subd. 5. Reduced to Writing: "Reduced to writing" shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested.

Section 4. Time Limitation

Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section 5. Processing a Grievance

The aggrieved Employee and a union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.

Section 6. Procedure:

Step 1. Informal Discussion. The Supervisor and/or Manager shall meet and discuss the grievance with the grievant and the grievants' representative, within ten (10) days after the receipt of the grievance.

Step 2. In the event the grievance is not resolved in Step 1, the decision may be appealed to the Health and Human Services Director, or designee, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Health and Human Services Director, or designee, he/she shall set a time to hear the grievance within ten (10) days. The Health and Human Services Director, or designee, shall issue his/her decision in writing within five (5) days after the meeting.

Step 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the County Board, or its representative, provided such appeal is made within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the County Board, or its representative, they shall set a time to hear the grievance within twenty (20) days after the appeal is received. After the meeting, the County Board or its representative shall issue its decision in writing within ten (10) days to the parties involved.

Step 3A. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting mediation is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4. If the grievance remains unresolved the Union may, within twenty (20) days after the response of the County Board, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) days, either party may request the Bureau of Mediation Services to submit a panel of 5 arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

Section 7. Arbitrator's Authority

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor, shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

The arbitrator shall 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 to him in writing by the Employee and by the Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator shall 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 shall submit his decision in writing within 30 days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Subject to the Uniform Arbitration Act, Minnesota Statutes 572.01, et seq., the decision shall be binding on both the Employer and the Union. It shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Section 8.

The fees and expenses for the arbitrators services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall 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, and the requesting party shall be responsible for the costs.

Section 9. Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall 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 written agreement of the Employer and the Union.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 1.

An Employee may be disciplined only for just cause. Disciplinary action or measures may include any of the following: (1) Documented oral reprimand; (2) written reprimand; (3) suspension; (4) demotion; and (5) discharge depending upon the reasons giving cause to discipline an Employee. Any disciplinary action taken by the County may be processed as a grievance through the regular grievance procedure.

Section 2.

If the Employer has reason to reprimand an Employee, the Employer shall attempt to do it in a manner that will not embarrass the Employee before other Employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

Section 3.

All oral and written reprimands that are documented in personnel file shall be signed by the employee acknowledging receipt of, not admission of guilt, and may also write rebuttal to such reprimand, to be placed in the file with reprimand

ARTICLE XIV
PROBATIONARY PERIOD

Section 1. Probationary Period

All newly hired or re-hired Employees shall serve a six (6) month probationary period.

Subd. 1. At any time during the probationary period the employer shall have the unqualified right to suspend without pay, discharge or otherwise discipline such Employee, and during this probationary period the Employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned, and a newly hired or re-hired Employee may be terminated at the sole discretion of the Employer.

Subd. 2. Under circumstances or conditions that prevent the making of a full and fair determination as a basis for granting permanent status or separating the Employee from the service, a one-time six (6) month extension of the probationary period may be granted. Initiation of a request to the

County Board for extension must occur on or before the beginning of the sixth month of the probationary period and shall specify the reasons why the extension is required in this instance. A current evaluation of the Employee's performance shall accompany the request. A copy of the request for extension and the evaluation shall be provided to the probationary Employee by the Health and Human Services Director, or designee.

Subd. 3. A regular employee transferred or promoted to a different classification shall serve a trial period of three (3) months in the new classification. During this three (3) month trial period, the employee shall have the right to revert back to his/her former position. If, during the three (3) month trial period, the employee's performance is unsatisfactory, the Employer shall have right to reassign the employee to his/her former classification, provided, however, the employer has given written notice to the employee and the Union of such action and reason therefore. The employee will not have the right to utilize the grievance or other appeal procedure to contest the Employer's decision to reassign the employee to his/her former position or classification.

ARTICLE XV
SENIORITY

Section 1.

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

Section 2.

The seniority list on the date of this Agreement shall show the name, job title, classification and employment date that seniority is based on for all Employees in the department. The Employer shall keep the seniority list up to date and will provide the Union with an up to date copy when requested, in addition to posting the list on the Union bulletin board on the first of each year for a period of fourteen (14) days.

Employees shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and a written request for seniority change to the Health and Human Services Director, or designee.

Section 3.

An Employee shall lose seniority for the following reasons only:

A. Resignation;
B. By discharge in accordance with procedures set forth in this Agreement;
C. If an Employee does not return to work when recalled from layoff as set forth in the recall section below.

Section 4. Layoffs

The word layoff shall mean a reduction in the working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary and/or seasonal Employees will be laid off first; seniority Employees shall be laid off according to seniority within job classifications. The Employee with the least seniority shall be laid off first. Employees to be laid off for an indefinite period of time will have at least ten (10) working days of notice of layoff. A senior Employee may bump into a lateral or lower classification provided he/she is qualified for the job. (An Employee who bumps into another position shall be paid the salary of that position).

When the working force is increased after a layoff, Employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to Employees at their last known address by Registered or Certified Mail. If the Employee fails to report for work within ten (10) working days from the date of mailing of Notice of recall, he/she shall be considered as having resigned. Employees shall have the right to recall for a period of one (1) year.

Section 5. Vacancies and New Positions

Notice of five (5) working days for all vacancies and newly-created positions shall be posted on all Union bulletin boards. The position may then be filled from among present employees who apply. When all other qualifications are relatively equal, the Employer may select the most senior qualified applicant for the position. The Employer shall determine whether or not Employee is qualified for the posted position. In the event that a senior Employee is not given a vacant or newly created position, upon written request, he/she shall be given a written explanation as to why they did not get the job. This matter shall be subject to the grievance procedure if the Union disagrees with Employer's decision. New Employees in some classifications are required to have a physical therapy assessment prior to hire, at County expense. Results of the exam will be on file in the Human Resources Department and a copy shall be placed in the personnel file.

The Employer may place new employees at a higher step in grade based on comparable experience and education. ~~This sentence will be reviewed at the end of the 2022-2024 contract.~~

Section 6. Job advancement

Employees will be provided opportunities to attend workshops, seminars, and conferences, which are pertinent to continuing growth in their positions. Attendance will be authorized (or may be suggested) by the Health and Human Services Director (based on staff requests and supervisor/manager recommendations) within the limits of the budget allocation. An employee shall be advised of the opportunity for transfer from a specific job assignment to any other job opening, which might arise within the same classification.

ARTICLE XVI
INSURANCE AND RETIREMENT

Section 1. Selection of Carrier

The selection of the insurance carrier shall be made by the Employer as provided by law.

Section 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 $813.91 per month, or the full cost of the premium, whichever is less. The Employer shall not pay more than the actual premium cost of the plan.~~
For 2025, the Employer shall pay the cost of the insurance plan for employees electing single coverage. The Employer shall not pay more than the actual premium cost of the plan. For 2026 and 2027, the Employer shall pay the cost of the insurance plan for employees electing single coverage, however employees who elect the high-cost single plan shall contribute $25 per month toward the cost of the high-cost premium.

~~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 electing single coverage on H.S.A eligible plans with deductibles of $3650 or greater

Family/Dependent Insurance Coverage:

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

~~Effective January 1, 2023, Plan 1 shall be eliminated.~~

~~All Plans, not to exceed total premium~~	~~2022 Employer~~	~~2023 Employer~~	~~2024 Employer~~
~~Employee+Spouse~~	~~$ 1,300.00~~	~~$1,400.00~~	~~$1,500.00~~

~~Employee+Child(ren)~~ ~~$ 1,075.00~~ ~~$1,150.00~~ ~~$1,225.00~~
~~Family~~ ~~$ 1,400.00~~ ~~$1,525.00~~ ~~$1,650.00~~

All plans not to exceed total premium			
	2025 Employer	2026 Employer	2027 Employer
Employee + Spouse	$1600/month	$1700/month	$1800/month
Employee + Child (ren)	$1300/month	$1375/month	$1450/month
Family	$1775/month	$1900/month	$2025/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 H.S.A. eligible plans.

The Employer and Union will meet and discuss insurance changes in a Labor Management Committee.

Section 3. 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.

Section 4. Retirement. Upon retirement an employee may, at his/ her own expense, 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.

Subd. 1. **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 a single health insurance plan 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.

Subd. 2. **MSRS HCSP Contribution**: Only employees hired after January 1, 2007 and before January 1, 2022, or those who are eligible for the benefit found in Subd. 1 who voluntarily and irrevocably waive in writing any right to the benefit found in Subd. 1, are eligible for a $250.00 annual contribution into their MSRS HCSP on the first pay period of each year of employment with Todd County. Employees hired on or after January 1, 2022 are eligible for a contribution into their MSRS HCSP if actively employed on January 2 of the following calendar year as set forth below:

After 10 years of continuous employment with the Employer	$2500
After 15 years of continuous employment with the Employer	$1000
After 20 years of continuous employment with the Employer	$1000

After 25 years of continuous employment with the Employer	$1000
After 30 years of continuous employment with the Employer	$1000

Subd. 3. **<u>One-time contribution</u>**: Only employees hired between January 1, 2007 and March 1, 2014, or those who are eligible for the benefit found in Subd. 1 above who voluntarily and irrevocably waive in writing any right to the benefit found in Subd. 1 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 Subd. 2 for that year.

Section 5. Employees who leave the employment of the County may continue to participate in the group health insurance program for a period of not longer than eighteen (18) months after separation (unless a longer period is required by applicable law, in which case the statutory requirement shall prevail), provided they pay the full premium cost.

Section 6. Employees who become disabled while in the employment of the County and who have exhausted their vacation and sick leave shall have their life insurance premiums paid and their health insurance premiums paid by the Employer for up to one year. Employees to be eligible for this subsection must be confirmed in writing by a Medical Physician to have a disability that prevents him/her from performing his/her duties. The Employer may require an Employee to see a Physician of the Employer's choice to confirm the disability. This shall be at the Employer's expense. Insurance premiums under this subsection shall be for the Employee's insurance only. Exceptions would be any benefits available under the FMLA or any other applicable law. If an Employee voluntarily terminates their employment with Todd County during the time they are eligible for this section, they forfeit any further claims for benefits under this section.

Section 7. If an Employee dies, the Employee's spouse may keep the insurance coverage for three years (36 months) by paying the full premium cost.

Section 8. 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. (This coverage is part of the County's Health Insurance).

Section 9. 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.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Mileage and Travel Expenses

Subd. 1. Employees who use their own vehicles to travel on County business shall be reimbursed on a mileage basis at the rate equal to the Federal IRS allowable deduction rate effective at the time.

Subd. 2. Employees shall be reimbursed the actual cost of meals (as determined by receipts) not to exceed $11.00 for breakfast, $13.00 for lunch, and $19.00 for dinner, ~~up to $10.00 for breakfast, up to $12.00 for lunch and $18 for dinner, not to exceed $40.00 per day, (subject to change by order of the County Board),~~
when they are outside of the County on County business, before and after meal time, and when attending special meetings or events in the County upon approval of the Health and Human Services Director, or designee. If County business keeps the Employee away overnight, actual room cost is reimbursed (receipt necessary) and must be pre-authorized by the Health and Human Services Director, or designee.

Section 2. Negotiating Committee

The Employer agrees to permit the negotiating committee of no more than five (5) people to appear at all negotiation meetings with the Employer with pay, if negotiations are held during working hours.

Section 3. Professional License.

Effective January 1, 2016, Employer will reimburse full-time employees for the required professional license renewal fees.

Section 4.

The Employer and the Union agree that the County personnel policy as amended from time to time will, to the extent not inconsistent with this Agreement, be considered work rules applicable to the members of the bargaining unit.

ARTICLE XVIII
RATES OF PAY

Section 1.

The wages and salaries reflected in Appendix A, attached hereto, shall be part of this Agreement. In the event that there is a rounding difference between the attached wage schedules and payroll, payroll shall govern. The wage schedules were developed as follows:

~~2.50% general wage increase retroactive to the first day of the first full pay period in January 2022.~~
~~2.50% general wage increase retroactive to the first day of the first full pay period in January 2023.~~
~~2.50% general wage increase retroactive to the first day of the first full pay period in January 2024.~~

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

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

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

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.

Section 2. Employees who are step eligible shall receive their steps on the first full pay period following July 1st of each calendar year.

Section 3. In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.

ARTICLE XIX
BENEFITS FOR PART TIME EMPLOYEES

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Section 1.

It is understood and agreed by the parties that regular part-time Employees employed an average of fourteen (14) or more hours per week, but less than 40 hours per week, shall be eligible for benefits as follows:

Subd. 1. Holidays. Part-time Employees shall be paid for all holidays on a pro-rated basis. Part-time Employees shall receive time and one-half their regular hourly rate for all time worked on a holiday.

Subd. 2. Sick Leave. On a pro-rated basis after the completion of the probationary period. Such Employees shall be credited with the appropriate amount after completion of the probationary period.

Subd. 3. Vacations. On a pro-rated basis after completion of the probationary period. Such Employee shall be credited with the appropriate amount after completion of the probationary period.

ARTICLE XX
DURATION

Section 1. Term and reopening negotiations.

This Agreement shall remain in full force and effect for a period commencing on January 1, ~~2022~~ 2025 through December 31, ~~2024~~2027, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to the end of the Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Finality

Any matters relating to the current agreement term, whether or not referred to in this Agreement, shall not be opened for negotiations during the term of this Agreement, except by mutual agreement of the parties. Such amendment to be enforceable, must be in writing and attached to all executed copies of this agreement.

Section 3. Severability

The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof

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

TODD COUNTY BOARD OF COMMISSIONERS LONG PRAIRIE, MINNESOTA	LOCAL #3168, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO
By ______________________________ County Board Chair	**By** ______________________________ AFSCME Staff Representative
By ______________________________ County Board Vice Chair	**By** ______________________________ AFSCME Local President
By ______________________________	**By** ______________________________
By ______________________________	**By** ______________________________
By ______________________________	**By** ______________________________

APPENDIX A

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	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	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

	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

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

Board Action Form

Requestor to Complete:

Type of Action Requested ***(Check one)*:**		**Board Action Tracking Number :**
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-21**

Agenda Topic Title for Publication:	**2025-2027 AFSCME Public Works Contract**	
Date of Meeting: March 18, 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 Todd County negotiations team met with AFSCME - Public Works Union Representatives 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. Approve the AFSCME – Public Works 2025-2027 Union Contract
2. Do not approve the AFSCME- Public Works 2025-2027 Union Contract

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
The Todd County Board of Commissioners authorize the adoption of the AFSCME – Public Works Collective Bargaining Agreement for 2025-2027.

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Revised 01/2025

PUBLIC WORKS

LABOR AGREEMENT

between

TODD COUNTY BOARD OF COMMISSIONERS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION #3525

January 1, 2025 - December 31, 2027

TABLE OF CONTENTS

AGREEMENT

This Agreement is to be effective January 1, 2025, between Todd County Board of Commissioners, hereinafter the Employer, and Local #3525, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE I
PURPOSE

The Union and the Employer agree that the purpose for entering into the Agreement is to:

A. Establish the foundation for a harmonious and effective labor-management relationship;
B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
C. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

ARTICLE II
RECOGNITION

Section 1. Recognition

In accordance with the P.E.L.R.A., the Employer recognizes Local #3525, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for:

> "All employees of the Todd County Public Works Department, Long Prairie, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees."

Section 2.

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

Section 3.

No discrimination shall be exercised against any employee because of Union membership, or non-membership, nor because of race, national origin, creed, sex, color, disability, age, sexual orientation, religious belief or political belief.

Section 4.

The Employer agrees not to enter into a contract individually or collectively with employees in the bargaining unit which is in conflict with the terms of this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. Chapter 179A regarding the rights of public employers and the scope of negotiations.

Section 2. Regular Full Time Employee

An Employee who has successfully completed the six mouth probationary period and who regularly works forty (40) hours per week.

Section 3. Regular Part Time Employee

An Employee who has successfully completed the six month probationary period working less than full time and who works more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and. more than sixty-seven (67) work days per year.

Section 4. Pro-Rated

An Employee who has successfully completed the six month probationary period working less than full time and who regularly works fourteen (14) hours or more per week would have benefits (e.g. vacation, holiday, sick leave and funeral leave) pro-rated by a percentage of actual hours worked in a pay period divided by eighty (the number of hours worked by a full time employee in a normal pay period).

Section 5. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV
EMPLOYEE RIGHTS

Section 1. Dues Check Off

Subd. 1. In recognition of the Union as the exclusive representative:

1.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

1.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 3. Bulletin Board Space

The Employer shall make space available on the employee bulletin board for posting of Union notices except that political or inflammatory material may not be posted. Further, the Union shall be allowed to enclose notices with the employee's payroll checks so that all members can be kept properly informed.

Section 4. Access to Premises

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

Section 5. 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 steward shall be permitted reasonable time to process and investigate grievances on County property without loss of time or pay during regular working hours. It is agreed that under normal conditions the time involved shall not exceed one (1) hour per day.

Section 6.

All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Board and the Union.

ARTICLE V
EMPLOYER RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and the selection and direction and number of personnel.

Section 2. Employer Authority

The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; and to select, direct, transfer, remove and determine appropriate discipline of personnel, and to perform all other managerial functions, duties and responsibilities.

Section 3. Employer Rules

The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

ARTICLE VI
HOURS OF WORK

Section 1. Work Week

All full-time employees shall work a forty (40) hour work week. The work week shall consist of five (5) consecutive eight hour days, Monday through Friday. The normal hours of work are from 7:30 A.M. to 4:00 P.M. with an unpaid one-half hour for lunch.

Section 2. Rest Period

Employees shall be granted one fifteen (15) minute rest period in each four (4) hours of work. Such rest periods shall normally be taken near the midpoint of each such four (4) hour work period.

Section 3. Out of Class Pay

If an employee works in a higher classification for four (4) consecutive work days, that employee shall receive pay for the higher classification as out-of-class pay commencing with the first day of such work. If an employee is assigned to work in a higher classification of Mechanic for two (2) or more consecutive work days, that employee shall receive pay for the higher classification as out-of-class pay commencing with the first day of such work.

Employee is to be paid an additional 4 percent or the minimum of the new range, whichever is greater.

Section 4. Summer Hours

Notwithstanding the normal hours of work set forth in Section 1, during the summer months the employer and the union by mutual agreement may establish a 10 hour, 4 day work week Monday through Thursday. The following conditions shall apply to the 4 day work week:

a. The daily schedule will commence at 6:00 a.m. and will end at 4:30 pm.
b. Employees will attempt to schedule appointments away from the work week and may be required to work on Fridays if work is required.
c. Employees will receive ten (10) hours of holiday pay when working summer schedule of four (4) ten (10) hour days.
d. Sick leave and vacation may be taken at 10 hours for a full day off or incrementally, at the employee's discretion.
e. Immediate termination of the 10-hour schedule is possible through mutual agreement. If there is no mutual agreement, the 10-hour, 4-day schedule shall be in effect until either party notifies the other with a 10 working day notice withdrawing from this agreement.

ARTICLE VII
OVERTIME

Section 1. Policy

All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. All overtime must have prior approval of the employee's department head. Employees shall have the option of taking overtime hours as paid time at time and one-half or as compensatory time off at time and one-half. Compensatory time off is to be used under the same rules that govern vacations. Employees may accrue up to a maximum of 120 hours compensatory time; however, the compensatory time accumulation maximum shall be reduced to 80 hours by the last pay period in December of each calendar year for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027).. Anything over the annual maximum will be paid in cash.

Section 2.

All paid vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from 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.

Section 3. Distribution of Overtime

All overtime shall be distributed as equally as possible.

Section 4. Call Outs

Any Employee called to work outside his/her regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half plus two hours of straight time. If the call time work assignment and the employee(s) regular shift overlap, the employee shall be paid the call time rate until the start of his/her regular shift. The employee shall then be paid for his/her regular work shift at the appropriate rate. Call out hours may be taken as pay or may be put into comp time. (Two hours of straight call out time put into comp time is also at straight time).

Section 5.

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 6.

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement nor shall there be any pyramiding of premium compensation.

Section 7.

Employees shall be compensated at the rate of time and one-half for work performed on Saturday, two times for all work performed after eight hours of work on Saturday, and two times for all work performed on Sundays.

Section 8. Boiler Checks

An employee, who maintains a current valid state boiler operator's license, directed to conduct boiler checks outside of their regularly scheduled shift, at the direction of their supervisor, on a weekend day or holiday shall be paid a minimum of the following:

Saturdays –2 hours at time and one-half (1-1/2)

Sundays or holidays as defined by Article VIII Section 1 –1.5 hours at double (2) time

On weekends or holidays when an employee is called in for snow duties, this additional compensation shall not be paid, and the boiler checks will be completed as part of those work hours the employee is called in to perform the snow duties. This provision shall not be pyramided or compounded with Article VII Overtime Section 7 or Article VIII Holidays Section 6.

ARTICLE VIII
HOLIDAYS

Section 1. Benefits

All employees shall receive the following days off with pay:

a. New Year's Day - January 1st
b. President's Day-Third Monday in February
c. Memorial Day - Last Monday in May
d. Juneteenth – June 19th
e. Independence Day - July 4th
f. Labor Day - First Monday in September
g. Columbus Day - Second Monday in October*
h. Veterans Day – November 11th
i. Thanksgiving Day – Fourth Thursday in November
j. Christmas Day - December 25
k. Good Friday – Friday before Easter Sunday
l. One-half day Christmas Eve (when Christmas Eve falls on a Friday, Saturday or Sunday, the employees shall instead be credited with a ½ day floating holiday to be used in that calendar year)
m. One-half day New Year's Eve (unless New Year's falls on a Saturday, Sunday or Monday)
n. Employee's Birthday (floating holiday)

*On or before September 15 of each year, the employees may elect to substitute the Friday after Thanksgiving as a holiday in place of the Columbus Day holiday for that year. The union shall be responsible for notifying the employer if such a substitution is requested.

Section 2. Holidays and Weekends

When any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any of the above holidays falls on a Sunday, the following day shall be a holiday.

Section 3.

When a paid holiday falls on an employee's scheduled day off, they shall be paid for that holiday. When a paid holiday falls during a vacation period, the employee shall receive pay for that holiday and be entitled to another day of vacation.

Section 4.

Martin Luther King Day will be a regular scheduled workday.

Section 5.

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

Section 6.

Employees required to work on any holiday (except floating holiday) shall receive double (2) times their regular rate of pay for all hours worked, in addition to their regular salary.

ARTICLE IX
VACATIONS

Section 1. Benefits

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

Years of Service	Days Earned Per Year	Hours Earned Per Pay Period
1 thru 3	96.20	3.70
4 thru 5	120.12	4.62
6 thru 10	144.04	5.54
11 thru 15	168.22	6.47
l6 thru 20	204.10	7.85
2l thru 24	216.06	8.31
25 and over	228.02	8.77

Part time employees shall receive pro-rated vacation days based upon the above schedule and the number of hours they work.

Section 2. Notice

In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify their Department Head in writing of the time they would like to take vacations as far in advance as possible. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of request. A vacation calendar shall be posted in each department.

Section 3. Vacation Accrual

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

Section 4. Vacations and Probationary Period

Upon the completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee for the time served at 3.70 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.

Section 5.

Vacation leave shall not accumulate to an employee while in non-pay status, except to employees on military leave.

Section 6.

Employees may select to cash out the vacation hours (in excess of 16 hours accrued per month), which shall be paid out 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 X
SICK LEAVE

Section 1. Benefit

Employees shall earn sick leave at the rate 3.70 hours per pay period. Annua1 sick leave shall accrue monthly as it is earned. The maximum carry over of sick leave from one year to the next per employee shall be one hundred and thirty (130) days as of the last day of the pay period in December for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027).

Section 2. Utilization

An employee shall be granted sick leave with pay to the extent of the Employee's accumulation for absences necessitated by illness, disability, or by necessity for medical, chiropractic, dental care, or for serious illness of the Employee or the Employee's immediate family (spouse, children/stepchildren, adult child, parents, step-parents, grandparents, grandchildren of either the Employee or his/her spouse, ward, siblings, and son/daughter-in-law).

Section 3. Medical Certificate

Verification of illness may be required if illness or injury extends beyond three days.

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.

Section 4.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 5.

Sick leave shall not accumulate to an employee while in a non-pay status, except employees on military leave.

Section 6.

Employees shall notify their department head as soon as possible when going on sick leave so that arrangements may be made to carry on the work.

Section 7. Worker's Compensation

In the case of an employee who, because of sickness or injury incurred in the line of duty, is entitled to receive Worker's Compensation benefits, the Employer will pay to the employee the difference between the compensation received and his normal regular salary. This difference will be charged to the employee's sick leave account for as long as the account is funded. In no case will the employee receive more than his regular salary. When the employee's sick leave account is depleted, the employee will receive the Worker's Compensation benefits only.

Section 8. Sick Leave During Vacation Leave

When sickness or injury occurs during a vacation leave, the period of illness or injury may be charged as sick leave and the time against vacation leave reduced accordingly. Employees will be required to call the Office immediately if they become ill while on vacation leave. A Doctor's verification shall be submitted upon return.

Section 9. Sick Leave and Seniority

There shall be no loss of seniority to an employee because of sickness or injury.

Section 10. Severance Pay

An employee who leaves the employment of the Employer shall receive accumulated unused sick leave as severance pay as follows:

sick leave as severance pay as follows:	0-20 years	40%
	Beginning 21 Years and Over	60%
	Eligible for PERA Retirement Benefits	100%

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

Subd. 1. Post Retirement Health Care Savings Plan (HCSP)/MN State Retirement Systems (MSRS): Todd County shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the AFSCME Local 3525 Bargaining Unit.

A. Employee's severance pay will be put into the HCSP (MSRS) at the time of termination of employment or retirement (per the above calculations). Upon the employee's death, the sick severance shall be paid to the employee's estate.

B. Employees who have accrued over 1040 hours of sick leave will have 50% of those hours converted to cash and deposited into their post retirement health care savings account. The conversion will take place once a year at year-end.

Section 11.

An Employee, at their option, may donate vacation hours to another Employee who has expended their sick leave.

ARTICLE XI
LEAVE OF ABSENCE

Section 1. Application for Leave

Any leave of absence greater than ten (10) working days must be requested in writing and approved by the County Board at least thirty (30) calendar days in advance, except in case of an emergency. The leave of absence period shall not exceed one (1) year, except by mutual agreement between the Employer and the Union.

Section 2. Paid Leaves of Absence

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

> Up to 40 hours of paid funeral leave: spouse/domestic partner, parent, child, son/daughter-in-law or legal ward.
>
> Up to 24 hours of paid funeral leave: siblings, brother/sister-in-law, parent-in-law, grandparent or grandchild of either the Employee or his/her spouse/domestic partner
>
> Up to 8 hours of paid funeral leave: aunt, uncle, niece, nephew of the Employee or spouse/domestic partner or other relative living in the Employee's home.

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

Educational Leave: Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the employee has received approval from the Department Head prior to taking the leave.

Jury or Witness Duty: After the notice to the Department Head, an employee shall be granted leave with pay for:

a. Service upon a jury
b. Appearance before a court, legislative committee, other judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority.

The employee shall turn over to the County any per-diem payment received as a result of serving on a jury or as a witness in the above-listed actions. Monies received as expenses shall be kept by the employee.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation to which the employee is a party, not as an employee of the County, but as an individual, shall be taken without pay. Employees may choose to use vacation or compensatory time and then keep any per diem payments.

Military Leave: An employee shall be entitled to a leave of absence, without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when s/he is engaged with a reserve force of the United States or the State of Minnesota or other component of the military or naval forces of the United States in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding a total of 15 days in any calendar year.

Family Medical Leave Act: FMLA leave shall be granted pursuant to applicable law and shall run concurrently with accumulated paid leave. Employees may reserve up to forty (40) hours of accumulated sick leave to utilize upon completion of FMLA leave.

Section 3. Unpaid Leaves of Absence

Subd. 1. Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence of more than 10 days.

Subd. 2. Any regular full time employee who is granted a leave of absence without pay shall be permitted to remain in the Group Health and Group Life Insurance plans by making advance premium payments to the Todd County Payroll Division after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute**.**

Subd. 3. Disability Leave: Any employee, who has completed his/her probationary period, who is unable to perform his duties because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year.

A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his normal responsibilities.

The department head may require that the employee provide medical certification from a registered practicing physician that he is fit for work before returning the employee to the job.

Any employee who is granted a leave of absence without pay who is certified by the registered practicing physician as able to return to work, must comply within ten (10) working days or face termination.

Subd. 4. Child Rearing (Maternity/Adoption) A child rearing leave of absence for a period of up to four (4) months shall be granted ‘to a natural or adoptive mother or father who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee.

Subd. 5. Personal Leave: An unpaid leave, not to exceed 180 consecutive calendar days, may be granted by the Department Head, County Coordinator or designee's approval. No such leave shall be granted or used for the purpose of securing other employment. Denial of such a leave request shall not be subject to the grievance procedure.

Subd. 6. Reinstatement after Leave: Any employee returning from an approved unpaid leave of absence as covered by this Section shall be entitled to return to employment in his/her former position or another position in his/her former classification in service, or a position of comparable duties and pay.

Section 4. MN Paid Family Medical Leave

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 XII
GRIEVANCE PROCEDURE

Section 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.

Section 2. Representative

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 shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

Section 3. Definitions

A. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

B. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

C. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

D. Filing and Postmark The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.

E. Reduced to writing: “Reduced to writing” shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested.

Section 4. Time Limitation

Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section 5. Processing of a Grievance

The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.

Section 6. Procedure

Step 1. Informal Discussion The supervisor shall meet and discuss the grievance with the grievant and the grievant’s representative, within ten (10) days after the receipt of the grievance.

Step 2. In the event the grievance is not resolved in Step 1, the decision may be appealed to the Department Head, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Department Head, he/she shall set a time to hear the grievance within ten (10) days. The Department Head shall issue his/her decision in writing within five (5) days after the meeting.

Step 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the County Board, or its representative, provided such appeal is made within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the County Board, or its representative, they shall set a time to hear the grievance within 20 days after the appeal is received. After the meeting, the County Board or its representative shall issue its decision in writing within ten (10) days to the parties involved.

Step 3A. Upon completion of the previous’ procedure and prior to requesting arbitration the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting mediation is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4. If the grievance remains unresolved, The Union may, within ten (10) days after the response of the County Board, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) days, either party may request the Bureau of Mediation Services to submit a panel of 5 arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

Section 7. Arbitrator's Authority

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

The arbitrator shall 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 to him in writing by the employee and by the Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator shall 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 shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Subject to the Uniform Arbitration Act, Minnesota Statutes 572.01, et seq., the decision shall be binding on both the Employer and the Union. It shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Section 8.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall 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, and the requesting party shall be responsible for the costs.

Section 9. Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall 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 written agreement of the Employer and the Union.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 1.

An employee may be disciplined only for just cause. Disciplinary action or measures may include any of the following: (1) oral reprimand; (2) written reprimand; (3) suspension, (4) demotion, and (5) discharge depending upon the reasons giving cause to discipline an employee. Any disciplinary action taken by the County may be processed as a grievance through the regular grievance procedure.

Section 2.

If the Employer has reason to reprimand an employee, the Employer shall attempt to do it in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

ARTICLE XIV
PROBATIONARY PERIOD

Section 1. Probationary Period

All newly hired or re-hired employees shall serve a six (6) month probationary period.

Subd. 1. At any time during the probationary period the employer shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned, and a newly hired or re-hired employee may be terminated at the sole discretion of the Employer.

Subd. 2. Under circumstances or conditions that prevent the making of a full and fair determination as a basis for granting permanent status or separating the employee from the service, a one time three (3) month extension of the probationary period may be granted. Initiation of a request to the County Board for extension must occur on or before the beginning of the sixth month of the probationary period and shall specify the reasons why the extension is required in this instance. A current evaluation of the employee's performance shall accompany the request- A copy of the request for extension and the evaluation shall be provided to the probationary employee by the Department Head.

ARTICLE XV
SENIORITY

Section 1.

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

Section 2.

Part-time employees will complete the probationary period after the completion of 1,040 hours of service. A part-time employee's seniority standing shall be based upon his/her total hours of service. If a part-time employee goes to full-time employment, his/her total hours of service will be divided by 2,080 to establish an effective seniority date.

Section 3.

The seniority list on the date of this Agreement, shall show the name, job title and employment date that seniority is based on for all employees in the department. The Employer shall keep the seniority list up to date and will provide the Union with an up to date copy when requested, in addition to posting the list on the employee's bulletin board on the first of each year for a period of fourteen (14) days.

Employees shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and a written request for seniority change to their Department Head.

Section 4.

An employee shall lose seniority for the following reasons only:

A. Resignation;
B. By discharge in accordance with procedures set forth in this Agreement;
C. If an employee does not return to work when recalled from layoff as set forth in the recall section below.

Section 5. Layoffs

The word layoff shall mean a reduction in the working force due to a decrease of work.
If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary and/or seasonal employees will be laid off first; seniority employees shall be laid off according to seniority within job classifications. The employee with the least seniority shall be laid off first. Employees to be laid off for an indefinite period of time will have at least ten (10) working days of notice of layoff A senior employee may bump into a lateral or lower classification provided be/she is qualified for the job. (An employee who bumps into another position shall be paid the salary of that position)

When the working force is increased after a layoff, employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to employees at their last known address by Registered or Certified Mail. If the employee fails to report for work within ten (10) working days from the date of mailing of Notice of Recall, he/she shall be considered as having resigned. Employees shall have the right to recall for a period of one (1) year.

Section 6. Vacancies and New Positions

Notice of all vacancies and newly-created positions shall be posted on all official bulletin board with copies sent to each outlying garage, and the Employees shall be given five working (5) days' time in which to apply for the vacancy or new position. The posting shall include the primary work location, job duties and the primary piece of equipment to be operated. The position may then be filled from among present Employees giving first consideration to qualifications for the job and then seniority. When all other qualifications are relatively equal, the Employer may promote/transfer the most senior qualified applicant for the position. In the event that a senior Employee is not given a vacant or newly created position, upon written request, he/she shall be given a written explanation as to why they did not get the job. This matter shall be subject to the grievance procedure if the Union disagrees with the Employer's decision.

Section 7. Trial Period

A permanent Employee transferred or promoted to a different classification shall reserve a trial period for 6 months. During the 6 month trial period, the Employee shall have the right to revert to his/her former position. If, during the 6 month trial period, the Employee's performance is unsatisfactory, the Public Employer shall have the right to re-assign the Employee to his/her former position, provided, however, the public Employer has given written notice to the Employee of such action and the reason therefore. During the trial period, the Employee receives the rate of pay for the position he/she is filling.

ARTICLE XVI
INSURANCE AND RETIREMENT

Section 1. Selection of Carrier. The selection of the insurance carrier shall be made by the Employer as provided by law.

Section 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.

H.S.A. Contributions

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

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

Family/Dependent Insurance Coverage:

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

All plans not to exceed total premium			
	2025 Employer	**2026 Employer**	**2027 Employer**
Employee + Spouse	$1600/month	$1700/month	$1800/month
Employee + Child(ren)	$1300/month	$1375/month	$1450/month
Family	$1775/month	$1900/month	$2025/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.

The Employer and Union will meet and discuss insurance changes in a Labor Management Committee.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 8. MSRS HCSP Contribution: Only employees hired after January 1, 2007 and before January 1, 2022, or those who are eligible for the benefit found in Section 7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 7, are eligible for a $250.00 annual contribution into their MSRS HCSP on January 2 of each year of employment with Todd County. Employees hired on or after January 1, 2022 are eligible for a contribution into their MSRS HCSP if actively employed on January 2 of the following calendar year as set forth below:

After 10 years of continuous employment with the Employer	$2500
After 15 years of continuous employment with the Employer	$1000
After 20 years of continuous employment with the Employer	$1000
After 25 years of continuous employment with the Employer	$1000
After 30 years of continuous employment with the Employer	$1000

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 7 above who voluntarily and irrevocably waive in writing any right to the benefit found in

Section 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 8 for that year.

Section 9. Employees who leave the employ of the County may continue to participate in the group health insurance program for a period of no longer than eighteen (18) months after separation (unless a longer period is provided by applicable law, in which case the statutory requirement shall prevail), provided they pay the full premium cost.

Section 10. Employees who become disabled while in the employ of the County and who have exhausted their vacation and sick leave shall have their life insurance premiums paid and their health insurance premiums paid by the Employer for up to one year.

Section 11. If an employee dies, the employee's spouse may keep the insurance coverage for three years (36) months by paying the full premium cost.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Mileage

Employees who use their own vehicles to travel on County business because a County vehicle is not available for their use shall be reimbursed on a mileage basis at the rate of equal to the Federal IRS allowable deduction rate effective at the time.

Section 2. Negotiating Committee

The Employer agrees to permit the negotiating committee of no more than three (3) people to appear at all negotiation meetings with the Employer with pay, if negotiations are held during working hours.

Section 3. Meal Reimbursement

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

Section 4. Shoe and Outerwear Allowance

Employees shall be eligible for a shoe and outerwear allowance of up to five hundred dollars ($500) per year to be expended each calendar year of the Agreement, and year to year thereafter until or unless the parties negotiate different language to be used for the purchase or repair of work related footwear and outdoor clothing. Any unexpended allowance at the end of a calendar year may not be carried over to the following year. All purchases require receipts and supervisor approval. Receipts must be received no later than December 15th of the fiscal year to be eligible for reimbursement.

ARTICLE XVIII
RATES OF PAY

Section 1.

The wages and salaries reflected in Appendix A, attached hereto, shall be part of this Agreement. In the event that there is a rounding difference between the attached wage schedules and payroll, payroll shall govern. The wage schedules were developed as follows:

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.

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

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

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 in July. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

Employees scheduled to work part-time who are covered by this Agreement shall be eligible for anniversary increases on the same time frames as full-time employees.

In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.

Section 2.

Part-time employees to be paid a maximum of $1.00 per hour, less than the lowest paid bargaining unit employee in that classification**.**

ARTICLE XIX
BENEFITS FOR PART-TIME EMPLOYEES

Section 1.

It is understood and agreed by the parties that regular part-time employees, employed an average of fourteen (14) or more hours per week, but less than 40 hours per week, shall be eligible for benefits as follows:

Subd. 1. Holidays. Part-time employees will be paid for all holidays on a pro-rated basis**.**

Subd. 2. Sick Leave. On a pro-rated basis after the completion of the probationary period. Such employees shall be credited with the appropriate amount after completion of the probationary period.

Subd. 3. Vacation. On a pro-rated basis after completion of the probationary period. Such employee shall be credited with the appropriate amount after completion of the probationary period.

Subd. 4 Funeral Leave. On a pro-rated basis after completion of the probationary period.

ARTICLE XX
DURATION

Section 1. Term and Reopening Negotiations.

This Agreement shall remain in full force and effect for a period commencing on January 1, 2025 through December 31, 2027, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to the end of the Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement

Section 2. Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be opened for negotiations during the term of this Agreement, except by mutual agreement of the parties. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this agreement

Section 3. Severability

The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

TODD COUNTY BOARD OF COMMISSIONERS LONG PRAIRIE, MINNESOTA	LOCAL #3525, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
By: ______________________________ County Board Chair	By: ______________________________ AFSCME Staff Representative
By: ______________________________ County Board Vice Chair	By: ______________________________ AFSCME Local President
Dated: ________________________	Dated: ________________________

APPENDIX A

	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

PUBLIC WORKS

LABOR AGREEMENT

between

TODD COUNTY BOARD OF COMMISSIONERS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION #3525

January 1, ~~2022~~ 2025 - December 31, ~~2024~~2027

TABLE OF CONTENTS

AGREEMENT

This Agreement is to be effective January 1, ~~2022~~2025, between Todd County Board of Commissioners, hereinafter the Employer, and Local #3525, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE I
PURPOSE

The Union and the Employer agree that the purpose for entering into the Agreement is to:

A. Establish the foundation for a harmonious and effective labor-management relationship;
B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
C. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

ARTICLE II
RECOGNITION

Section 1. Recognition

In accordance with the P.E.L.R.A., the Employer recognizes Local #3525, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for:

> "All employees of the Todd County Public Works Department, Long Prairie, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees."

Section 2.

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

Section 3.

No discrimination shall be exercised against any employee because of Union membership, or non-membership, nor because of race, national origin, creed, sex, color, disability, age, sexual orientation, religious belief or political belief.

Section 4.

The Employer agrees not to enter into a contract individually or collectively with employees in the bargaining unit which is in conflict with the terms of this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. Chapter 179A regarding the rights of public employers and the scope of negotiations.

Section 2. Regular Full Time Employee

An Employee who has successfully completed the six mouth probationary period and who regularly works forty (40) hours per week.

Section 3. Regular Part Time Employee

An Employee who has successfully completed the six month probationary period working less than full time and who works more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and. more than sixty-seven (67) work days per year.

Section 4. Pro-Rated

An Employee who has successfully completed the six month probationary period working less than full time and who regularly works fourteen (14) hours or more per week would have benefits (e.g. vacation, holiday, sick leave and funeral leave) pro-rated by a percentage of actual hours worked in a pay period divided by eighty (the number of hours worked by a full time employee in a normal pay period).

Section 5. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV
EMPLOYEE RIGHTS

Section 1. Dues Check Off

Subd. 1. In recognition of the Union as the exclusive representative:

1.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

1.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 3. Bulletin Board Space

The Employer shall make space available on the employee bulletin board for posting of Union notices except that political or inflammatory material may not be posted. Further, the Union shall be allowed to enclose notices with the employee's payroll checks so that all members can be kept properly informed.

Section 4. Access to Premises

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

Section 5. 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 steward shall be permitted reasonable time to process and investigate grievances on County property without loss of time or pay during regular working hours. It is agreed that under normal conditions the time involved shall not exceed one (1) hour per day.

Section 6.

All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Board and the Union.

ARTICLE V
EMPLOYER RIGHTS

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and the selection and direction and number of personnel.

Section 2. Employer Authority

The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; and to select, direct, transfer, remove and determine appropriate discipline of personnel, and to perform all other managerial functions, duties and responsibilities.

Section 3. Employer Rules

The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

ARTICLE VI
HOURS OF WORK

Section 1. Work Week

All full-time employees shall work a forty (40) hour work week. The work week shall consist of five (5*)* consecutive eight hour days, Monday through Friday. The normal hours of work are from 7:30 A.M. to 4:00 P.M. with an unpaid one-half hour for lunch.

Section 2. Rest Period

Employees shall be granted one fifteen (15) minute rest period in each four (4) hours of work. Such rest periods shall normally be taken near the midpoint of each such four (4) hour work period.

Section 3. Out of Class Pay

If an employee works in a higher classification for four (4) consecutive work days, that employee shall receive pay for the higher classification as out-of-class pay commencing with the first day of such work. If an employee is assigned to work in a higher classification of Mechanic for two (2) or more consecutive work days, that employee shall receive pay for the higher classification as out-of-class pay commencing with the first day of such work.

Employee is to be paid an additional 4 percent or the minimum of the new range, whichever is greater.

Section 4. Summer Hours

Notwithstanding the normal hours of work set forth in Section 1, during the summer months the employer and the union by mutual agreement may establish a 10 hour, 4 day work week Monday through Thursday. The following conditions shall apply to the 4 day work week:

a. The daily schedule will commence at 6:00 a.m. and will end at 4:30 pm.
b. Employees will attempt to schedule appointments away from the work week and may be required to work on Fridays if work is required.
c. Employees will receive ten (10) hours of holiday pay when working summer schedule of four (4) ten (10) hour days.
d. Sick leave and vacation may be taken at 10 hours for a full day off or incrementally, at the employee's discretion.
e. Immediate termination of the 10-hour schedule is possible through mutual agreement. If there is no mutual agreement, the 10-hour, 4-day schedule shall be in effect until either party notifies the other with a 10 working day notice withdrawing from this agreement.

ARTICLE VII
OVERTIME

Section 1. Policy

All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. All overtime must have prior approval of the employee's department head. Employees shall have the option of taking overtime hours as paid time at time and one-half or as compensatory time off at time and one-half. Compensatory time off is to be used under the same rules that govern vacations. Employees may accrue up to a maximum of 120 hours compensatory time; however, the compensatory time accumulation maximum shall be reduced to 80 hours by the last ~~full~~ pay period in December of each calendar year for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027).. Anything over the annual maximum will be paid in cash.

Section 2.

All paid vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from 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.

Section 3. Distribution of Overtime

All overtime shall be distributed as equally as possible.

Section 4. Call Outs

Any Employee called to work outside his/her regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half plus two hours of straight time. If the call time work assignment and the employee(s) regular shift overlap, the employee shall be paid the call time rate until the start of his/her regular shift. The employee shall then be paid for his/her regular work shift at the appropriate rate. Call out hours may be taken as pay or may be put into comp time. (Two hours of straight call out time put into comp time is also at straight time).

Section 5.

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 6.

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement nor shall there be any pyramiding of premium compensation.

Section 7.

Employees shall be compensated at the rate of time and one-half for work performed on Saturday, two times for all work performed after eight hours of work on Saturday, and two times for all work performed on Sundays.

Section 8. Boiler Checks

An employee, who maintains a current valid state boiler operator’s license, directed to conduct boiler checks outside of their regularly scheduled shift, at the direction of their supervisor, on a weekend day or holiday shall be paid a minimum of the following:

Saturdays –2 hours at time and one-half (1-1/2)

Sundays or holidays as defined by Article VIII Section 1 –1.5 hours at double (2) time

On weekends or holidays when an employee is called in for snow duties, this additional compensation shall not be paid, and the boiler checks will be completed as part of those work hours the employee is called in to perform the snow duties. This provision shall not be pyramided or compounded with Article VII Overtime Section 7 or Article VIII Holidays Section 6.

ARTICLE VIII
HOLIDAYS

Section 1. Benefits

All employees shall receive the following days off with pay:

a. New Year's Day - January 1st
b. President's Day-Third Monday in February
c. Memorial Day - Last Monday in May
d. Juneteenth – June 19th
~~d~~e. Independence Day - July 4th
~~e~~f. Labor Day - First Monday in September
~~f~~g. Columbus Day - Second Monday in October*
~~g~~h. Veterans Day – November 11th
~~h~~i. Thanksgiving Day – Fourth Thursday in November
~~i~~j. Christmas Day - December 25
~~j~~k. Good Friday – Friday before Easter Sunday
~~k~~l. One-half day Christmas Eve (when Christmas Eve falls on a Friday, Saturday or Sunday, the employees shall instead be credited with a ½ day floating holiday to be used in that calendar year)
~~l~~m. One-half day New Year's Eve (unless New Year's falls on a Saturday, Sunday or Monday)
~~m~~n. Employee's Birthday (floating holiday)

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*On or before September 15 of each year, the employees may elect to substitute the Friday after Thanksgiving as a holiday in place of the Columbus Day holiday for that year. The union shall be responsible for notifying the employer if such a substitution is requested.

Section 2. Holidays and Weekends

When any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any of the above holidays falls on a Sunday, the following day shall be a holiday.

Section 3.

When a paid holiday falls on an employee's scheduled day off, they shall be paid for that holiday. When a paid holiday falls during a vacation period, the employee shall receive pay for that holiday and be entitled to another day of vacation.

Section 4.

Martin Luther King Day will be a regular scheduled workday.

Section 5.

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

Section 6.

Employees required to work on any holiday (except floating holiday) shall receive double (2) times their regular rate of pay for all hours worked, in addition to their regular salary.

ARTICLE IX
VACATIONS

Section 1. Benefits

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

Years of Service Pay Period	Days E~~e~~arned P~~p~~er ~~month~~Year	Hours ~~earned~~ Earned ~~per~~Per ~~month~~
1 thru 3	~~1~~96.20	~~8~~3.70
4 thru 5	~~1¼~~120.12	4.62~~10~~
6 thru 10	~~1 1/2~~144.04	5.54~~12~~
11 thru 15	~~1 3/4~~168.22	6.47~~14~~
l6 thru 20	~~2 1/8~~204.10	7.85~~17~~
2l thru 24	~~2 1/4~~216.06	8.31~~18~~
25 and over	~~2 3/8~~228.02	8.77~~19~~

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Part time employees shall receive pro-rated vacation days based upon the above schedule and the number of hours they work.

Section 2. Notice

In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify their Department Head in writing of the time they would like to take vacations as far in advance as possible. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of request. A vacation calendar shall be posted in each department.

Section 3. Vacation Accrual

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

Section 4. Vacations and Probationary Period

Upon the completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee for the time served at ~~the rate of one (1) working day for each full month of service~~3.70 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.

Section 5.

Vacation leave shall not accumulate to an employee while in non-pay status, except to employees on military leave.

Section 6.

Employees may select to cash out the vacation hours (in excess of 16 hours accrued per month), which shall be paid out 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 X
SICK LEAVE

Section 1. Benefit

Employees shall earn sick leave at the rate ~~of eight (8) hours for each completed month of service~~3.70 hours per pay period. Annua1 sick leave shall accrue monthly as it is earned. The maximum carry over of sick leave from one year to the next per employee shall be one hundred and thirty (130) days~~.~~ as of the last day of the pay period in December for which payroll issues in December (December 13 in 2025; December 12 in 2026 and December 11 in 2027). ~~No sick leave shall be accrued or granted during the first six months of employment. Upon the satisfactory completion of such period, sick leave shall accrue to the employee for the time served.~~

Section 2. Utilization

An employee shall be granted sick leave with pay to the extent of the Employee's accumulation for absences necessitated by illness, disability, or by necessity for medical, chiropractic, dental care, or for serious illness of the Employee or the Employee's immediate family (spouse, children/stepchildren, adult child, parents, step-parents, grandparents, grandchildren of either the Employee or his/her spouse, ward, siblings, and son/daughter-in-law).

Section 3. Medical Certificate

Verification of illness may be required if illness or injury extends beyond three days.

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.

Section 4.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 5.

Sick leave shall not accumulate to an employee while in a non-pay status, except employees on military leave.

Section 6.

Employees shall notify their department head as soon as possible when going on sick leave so that arrangements may be made to carry on the work.

Section 7. Worker's Compensation

In the case of an employee who, because of sickness or injury incurred in the line of duty, is entitled to receive Worker's Compensation benefits, the Employer will pay to the employee the difference between the compensation received and his normal regular salary. This difference will be charged to the employee's sick leave account for as long as the account is funded. In no case will the employee receive more than his regular salary. When the employee's sick leave account is depleted, the employee will receive the Worker's Compensation benefits only.

Section 8. Sick Leave During Vacation Leave

When sickness or injury occurs during a vacation leave, the period of illness or injury may be charged as sick leave and the time against vacation leave reduced accordingly. Employees will be required to call the Office immediately if they become ill while on vacation leave. A Doctor's verification shall be submitted upon return.

Section 9. Sick Leave and Seniority

There shall be no loss of seniority to an employee because of sickness or injury.

Section 10. Severance Pay

An employee who leaves the employment of the Employer shall receive accumulated unused sick leave as severance pay as follows:

0-20 years	40%
Beginning 21 Years and Over	60%
Eligible for PERA Retirement Benefits	100%

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

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0-14 years	$5,000
15-19 years	$10,000
20-24 years	$15,000
25-29 years	$20,000
30+ years	$25,000

Subd. 1. Post Retirement Health Care Savings Plan (HCSP)/MN State Retirement Systems (MSRS): Todd County shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the AFSCME Local 3525 Bargaining Unit.

A. Employee's severance pay will be put into the HCSP (MSRS) at the time of termination of employment or retirement (per the above calculations). Upon the employee's death, the sick severance shall be paid to the employee's estate.

B. Employees who have accrued over 1040 hours of sick leave will have 50% of those hours converted to cash and deposited into their post retirement health care savings account. The conversion will take place once a year at year-end.

Section 11.

An Employee, at their option, may donate vacation hours to another Employee who has expended their sick leave.

ARTICLE XI
LEAVE OF ABSENCE

Section 1. Application for Leave

Any leave of absence greater than ten (10) working days must be requested in writing and approved by the County Board at least thirty (30) calendar days in advance, except in case of an emergency. The leave of absence period shall not exceed one (1) year, except by mutual agreement between the Employer and the Union.

Section 2. Paid Leaves of Absence

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

Up to 40 hours of paid funeral leave: spouse/domestic partner, parent, child, son/daughter-in-law or legal ward.

Up to 24 hours of paid funeral leave: siblings, brother/sister-in-law, parent-in-law, grandparent or grandchild of either the Employee or his/her spouse/domestic partner

Up to 8 hours of paid funeral leave: aunt, uncle, niece, nephew of the Employee or spouse/domestic partner or other relative living in the Employee's home.

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

Educational Leave: Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the employee has received approval from the Department Head prior to taking the leave.

Jury or Witness Duty: After the notice to the Department Head, an employee shall be granted leave with pay for:

a. Service upon a jury
b. Appearance before a court, legislative committee, other judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority.

The employee shall turn over to the County any per-diem payment received as a result of serving on a jury or as a witness in the above-listed actions. Monies received as expenses shall be kept by the employee.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation to which the employee is a party, not as an employee of the County, but as an individual, shall be taken without pay. Employees may choose to use vacation or compensatory time and then keep any per diem payments.

Military Leave: An employee shall be entitled to a leave of absence, without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when s/he is engaged with a reserve force of the United States or the State of Minnesota or other component of the military or naval forces of the United States in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding a total of 15 days in any calendar year.

Family Medical Leave Act: FMLA leave shall be granted pursuant to applicable law and shall run concurrently with accumulated paid leave. Employees may reserve up to forty (40) hours of accumulated sick leave to utilize upon completion of FMLA leave.

Section 3. Unpaid Leaves of Absence

Subd. 1. Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence of more than 10 days.

Subd. 2. Any regular full time employee who is granted a leave of absence without pay shall be permitted to remain in the Group Health and Group Life Insurance plans by making advance premium payments to the Todd County Payroll Division after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute**.**

Subd. 3. Disability Leave: Any employee, who has completed his/her probationary period, who is unable to perform his duties because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year.

A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his normal responsibilities.

The department head may require that the employee provide medical certification from a registered practicing physician that he is fit for work before returning the employee to the job.

Any employee who is granted a leave of absence without pay who is certified by the registered practicing physician as able to return to work, must comply within ten (10) working days or face termination.

Subd. 4. Child Rearing (Maternity/Adoption) A child rearing leave of absence for a period of up to four (4) months shall be granted 'to a natural or adoptive mother or father who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee.

Subd. 5. Personal Leave: An unpaid leave, not to exceed 180 consecutive calendar days, may be granted by the Department Head, County Coordinator or designee's approval. No such leave shall be granted or used for the purpose of securing other employment. Denial of such a leave request shall not be subject to the grievance procedure.

Subd. 6. Reinstatement after Leave: Any employee returning from an approved unpaid leave of absence as covered by this Section shall be entitled to return to employment in his/her former position or another position in his/her former classification in service, or a position of comparable duties and pay.

Section 4. MN Paid Family Medical Leave

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.

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ARTICLE XII
GRIEVANCE PROCEDURE

Section 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.

Section 2. Representative

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 shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

Section 3. Definitions

A. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

B. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

C. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

D. Filing and Postmark The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.

E. Reduced to writing: "Reduced to writing" shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested.

Section 4. Time Limitation

Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section 5. Processing of a Grievance

The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.

Section 6. Procedure

Step 1. Informal Discussion The supervisor shall meet and discuss the grievance with the grievant and the grievant's representative, within ten (10) days after the receipt of the grievance.

Step 2. In the event the grievance is not resolved in Step 1, the decision may be appealed to the Department Head, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Department Head, he/she shall set a time to hear the grievance within ten (10) days. The Department Head shall issue his/her decision in writing within five (5) days after the meeting.

Step 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the County Board, or its representative, provided such appeal is made within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the County Board, or its representative, they shall set a time to hear the grievance within 20 days after the appeal is received. After the meeting, the County Board or its representative shall issue its decision in writing within ten (10) days to the parties involved.

Step 3A. Upon completion of the previous' procedure and prior to requesting arbitration the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting mediation is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4. If the grievance remains unresolved, The Union may, within ten (10) days after the response of the County Board, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) days, either party may request the Bureau of Mediation Services to submit a panel of 5 arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

Section 7. Arbitrator's Authority

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

The arbitrator shall 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 to him in writing by the employee and by the Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator shall 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 shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Subject to the Uniform Arbitration Act, Minnesota Statutes 572.01, et seq., the decision shall be binding on both the Employer and the Union. It shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Section 8.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall 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, and the requesting party shall be responsible for the costs.

Section 9. Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall 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 written agreement of the Employer and the Union.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 1.

An employee may be disciplined only for just cause. Disciplinary action or measures may include any of the following: (1) oral reprimand; (2) written reprimand; (3) suspension, (4) demotion, and (5) discharge depending upon the reasons giving cause to discipline an employee. Any disciplinary action taken by the County may be processed as a grievance through the regular grievance procedure.

Section 2.

If the Employer has reason to reprimand an employee, the Employer shall attempt to do it in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

ARTICLE XIV
PROBATIONARY PERIOD

Section 1. Probationary Period

All newly hired or re-hired employees shall serve a six (6) month probationary period.

Subd. 1. At any time during the probationary period the employer shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned, and a newly hired or re-hired employee may be terminated at the sole discretion of the Employer.

Subd. 2. Under circumstances or conditions that prevent the making of a full and fair determination as a basis for granting permanent status or separating the employee from the service, a one time three (3) month extension of the probationary period may be granted. Initiation of a request to the County Board for extension must occur on or before the beginning of the sixth month of the probationary period and shall specify the reasons why the extension is required in this instance. A current evaluation of the employee's performance shall accompany the request- A copy of the request for extension and the evaluation shall be provided to the probationary employee by the Department Head.

ARTICLE XV
SENIORITY

Section 1.

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

Section 2.

Part-time employees will complete the probationary period after the completion of 1,040 hours of service. A part-time employee's seniority standing shall be based upon his/her total hours of service. If a part-time employee goes to full-time employment, his/her total hours of service will be divided by 2,080 to establish an effective seniority date.

Section 3.

The seniority list on the date of this Agreement, shall show the name, job title and employment date that seniority is based on for all employees in the department. The Employer shall keep the seniority list up to date and will provide the Union with an up to date copy when requested, in addition to posting the list on the employee's bulletin board on the first of each year for a period of fourteen (14) days.

Employees shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and a written request for seniority change to their Department Head.

Section 4.

An employee shall lose seniority for the following reasons only:

A. Resignation;
B. By discharge in accordance with procedures set forth in this Agreement;
C. If an employee does not return to work when recalled from layoff as set forth in the recall section below.

Section 5. Layoffs

The word layoff shall mean a reduction in the working force due to a decrease of work.
If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary and/or seasonal employees will be laid off first; seniority employees shall be laid off according to seniority within job classifications. The employee with the least seniority shall be laid off first. Employees to be laid off for an indefinite period of time will have at least ten (10) working days of notice of layoff A senior employee may bump into a lateral or lower classification provided be/she is qualified for the job. (An employee who bumps into another position shall be paid the salary of that position)

When the working force is increased after a layoff, employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to employees at their last known address by Registered or Certified Mail. If the employee fails to report for work within ten (10) working days from the date of mailing of Notice of Recall, he/she shall be considered as having resigned. Employees shall have the right to recall for a period of one (1) year.

Section 6. Vacancies and New Positions

Notice of all vacancies and newly-created positions shall be posted on all official bulletin board with copies sent to each outlying garage, and the Employees shall be given five working (5) days' time in which to apply for the vacancy or new position. The posting shall include the primary work location, job duties and the primary piece of equipment to be operated. The position may then be filled from among present Employees giving first consideration to qualifications for the job and then seniority. When all other qualifications are relatively equal, the Employer may promote/transfer the most senior qualified applicant for the position. In the event that a senior Employee is not given a vacant or newly created position, upon written request, he/she shall be given a written explanation as to why they did not get the job. This matter shall be subject to the grievance procedure if the Union disagrees with the Employer's decision.

Section 7. Trial Period

A permanent Employee transferred or promoted to a different classification shall reserve a trial period for 6 months. During the 6 month trial period, the Employee shall have the right to revert to his/her former position. If, during the 6 month trial period, the Employee's performance is unsatisfactory, the Public Employer shall have the right to re-assign the Employee to his/her former position, provided, however, the public Employer has given written notice to the Employee of such action and the reason therefore. During the trial period, the Employee receives the rate of pay for the position he/she is filling.

ARTICLE XVI
INSURANCE AND RETIREMENT

Section 1. Selection of Carrier. The selection of the insurance carrier shall be made by the Employer as provided by law.

Section 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 $813.91 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.~~

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~~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 electing single coverage on H.S.A eligible plans with deductibles of $3650 or greater

Family/Dependent Insurance Coverage:

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

~~Effective January 1, 2023, Plan 1 shall be eliminated.~~

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~~**All Plans, not to exceed total premium**~~	~~**2022 Employer**~~	~~**2023 Employer**~~	~~**2024 Employer**~~
~~Employee+Spouse~~	~~$ 1,300.00~~	~~$1,400.00~~	~~$1,500.00~~
~~Employee+Child(ren)~~	~~$ 1,075.00~~	~~$1,150.00~~	~~$1,225.00~~
~~Family~~	~~$ 1,400.00~~	~~$1,525.00~~	~~$1,650.00~~

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All plans not to exceed total premium			
	2025 Employer	**2026 Employer**	**2027 Employer**

Employee + Spouse	$1600/month	$1700/month	$1800/month
Employee + Child(ren)	$1300/month	$1375/month	$1450/month
Family	$1775/month	$1900/month	$2025/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. ~~.~~

The Employer and Union will meet and discuss insurance changes in a Labor Management Committee.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 8. MSRS HCSP Contribution: Only employees hired after January 1, 2007 and before January 1, 2022, or those who are eligible for the benefit found in Section 7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 7, are eligible for a $250.00 annual contribution into their MSRS HCSP on January 2 of each year of employment with Todd County. Employees hired on or after January 1, 2022 are eligible for a contribution into their MSRS HCSP if actively employed on January 2 of the following calendar year as set forth below:

After 10 years of continuous employment with the Employer	$2500
After 15 years of continuous employment with the Employer	$1000
After 20 years of continuous employment with the Employer	$1000
After 25 years of continuous employment with the Employer	$1000
After 30 years of continuous employment with the Employer	$1000

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 7 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 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 8 for that year.

Section 9. Employees who leave the employ of the County may continue to participate in the group health insurance program for a period of no longer than eighteen (18) months after separation (unless a longer period is provided by applicable law, in which case the statutory requirement shall prevail), provided they pay the full premium cost.

Section 10. Employees who become disabled while in the employ of the County and who have exhausted their vacation and sick leave shall have their life insurance premiums paid and their health insurance premiums paid by the Employer for up to one year.

Section 11. If an employee dies, the employee's spouse may keep the insurance coverage for three years (36) months by paying the full premium cost.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Mileage

Employees who use their own vehicles to travel on County business because a County vehicle is not available for their use shall be reimbursed on a mileage basis at the rate of equal to the Federal IRS allowable deduction rate effective at the time.

Section 2. Negotiating Committee

The Employer agrees to permit the negotiating committee of no more than three (3) people to appear at all negotiation meetings with the Employer with pay, if negotiations are held during working hours.

Section 3. Meal Reimbursement

~~Employees who go out of the county on county business shall have meals reimbursed up to twenty five dollars ($25) per day.~~
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.

Section 4. Shoe and Outerwear Allowance

Employees shall be eligible for a shoe and outerwear allowance of up to five hundred dollars ($500) per year to be expended each calendar year of the Agreement, and year to year thereafter until or unless the parties negotiate different language to be used for the purchase or repair of work related footwear and outdoor clothing. Any unexpended allowance at the end of a calendar year may not be carried over to the following year. All purchases require receipts and supervisor approval. Receipts must be received no later than December 15th of the fiscal year to be eligible for reimbursement.

ARTICLE XVIII
RATES OF PAY

Section 1.

The wages and salaries reflected in Appendix A, attached hereto, shall be part of this Agreement. In the event that there is a rounding difference between the attached wage schedules and payroll, payroll shall govern. The wage schedules were developed as follows:

~~2.50% general wage increase effective the first day of the first full pay period in January 2022.~~
~~2.50% general wage increase effective first day of the first full pay period in January 2023~~
~~2.50% general wage increase effective first day of the first full pay period in January 2024~~

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.

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

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

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 in July. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

Employees scheduled to work part-time who are covered by this Agreement shall be eligible for anniversary increases on the same time frames as full-time employees.

In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.

Section 2.

Part-time employees to be paid a maximum of $1.00 per hour, less than the lowest paid bargaining unit employee in that classification**.**

ARTICLE XIX
BENEFITS FOR PART-TIME EMPLOYEES

Section 1.

It is understood and agreed by the parties that regular part-time employees, employed an average of fourteen (14) or more hours per week, but less than 40 hours per week, shall be eligible for benefits as follows:

Subd. 1. Holidays. Part-time employees will be paid for all holidays on a pro-rated basis**.**

Subd. 2. Sick Leave. On a pro-rated basis after the completion of the probationary period. Such employees shall be credited with the appropriate amount after completion of the probationary period.

Subd. 3. Vacation. On a pro-rated basis after completion of the probationary period. Such employee shall be credited with the appropriate amount after completion of the probationary period.

Subd. 4 Funeral Leave. On a pro-rated basis after completion of the probationary period.

ARTICLE XX
DURATION

Section 1. Term and Reopening Negotiations.

This Agreement shall remain in full force and effect for a period commencing on January 1, ~~2022~~ 2025 through December 31, ~~2024~~2027, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to the end of the Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement

Section 2. Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be opened for negotiations during the term of this Agreement, except by mutual agreement of the parties. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this agreement

Section 3. Severability
The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

TODD COUNTY BOARD OF COMMISSIONERS	LOCAL #3525, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL

LONG PRAIRIE, MINNESOTA EMPLOYEES

By: ________________________________ By: ________________________________

~~Barb Becker,~~ County Board Chair ~~Luke Langner, AFSCME Local 3525 Representative~~ AFSCME Staff Representative

By: ________________________________ By: ________________________________

~~Chris Pelzer, County Coordinator~~County Board Vice Chair ~~AFSCME~~ AFSCME Local President~~Local 3525 President~~

Dated: __________________________ Dated: __________________________

APPENDIX A

	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 :**
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	*(Issued by Auditor/Treasurer Office)* **20250318-22**

Agenda Topic Title for Publication:	**2025 Non-Union and Appointed Officials Salaries**	
Date of Meeting: March 18, 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 Todd County Board of Commissioners desire to set salaries for appointed positions and employees not covered by a collective bargaining agreement. The wage recommendations on the attached resolution have been reviewed by the Personnel Committee.		
Options:		
1. Approve the attached Resolution setting the 2025 Non-Union and Appointed Officials Salaries **2. Do not approve**		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the Resolution setting the 2025 Non-Union and Appointed Officials Salaries.		

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

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

Revised 01/2025

2025 Non-Union Employees and Appointed Officials Salaries

WHEREAS, the Todd County Board of Commissioners are responsible for setting the compensation of county employees, elected officials and appointed officials and board members, and;

WHEREAS, the Todd County Board of Commissioners desire to follow the same pattern bargained with unions for the non-union employees and appointed officials, and;

WHEREAS, the implementation of the new 11-step salary schedule will take effect on the first day of the first full pay period in January 2025, pay date February 5, 2025. Employees will be placed at the step within their respective grade that provides a salary increase plus one additional step. Step increases will be granted starting the first day of the first full pay period worked in July, pay date August 6, 2025. Employees actively employed at the time this resolution is fully executed will receive retroactive wage increases dating back to the first full pay period worked in January 2025. Additionally, a 2.5% general wage increase will take effect on the first day of the first full pay period in January 2025, applicable to all employees whose salaries do not exceed the maximum of the salary schedule.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners authorize the implementation of the new 11-step salary schedule will take effect on the first day of the first full pay period in January 2025, pay date February 5, 2025. Employees will be placed at the step within their respective grade that provides a salary increase plus one additional step. Step increases will be granted starting the first day of the first full pay period worked in July, pay date August 6, 2025. Employees actively employed at the time this resolution is fully executed will receive retroactive wage increases dating back to the first full pay period worked in January 2025. Additionally, a 2.5% general wage increase will take effect on the first day of the first full pay period in January 2025, applicable to all employees whose salaries do not exceed the maximum of the salary schedule.

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