



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, April 1, 2025

9:00 AM

*Meeting to be held in the County Board Room
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

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

Public Comment Period: 8:45 a.m.

Agenda Item #

Agenda Time:

- | | | |
|----------|--|------|
| 1 | Call to Order and Roll Call | 9:00 |
| 2 | Pledge of Allegiance | 9:01 |
| 3 | Amendments to the Agenda | 9:02 |
| 4 | Potential Consent Items | 9:03 |
| 4.1 | Meeting Minutes - March 18th, 2025 | |
| 4.2 | American Legion 417 Oscar Jacobson Post - One Day Temporary On Sale Liquor License | |
| 4.3 | American Legion 417 Oscar Jacobson Post - One Day Dance License 07/12/2025 | |
| 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 | Hands of Hope Resource Center | 9:10 |
| 6.1 | Sexual Assault Awareness Month - April 2025 | |
| 6.2 | National Crime Victims' Rights Week - April 6-12, 2025 | |
| 7 | County Attorney | 9:15 |
| 7.1 | 2025 City Prosecution Contract - West Union | |
| 8 | Solid Waste | 9:20 |
| 8.1 | CAP Grant Change Order CO-1 | |
| 8.2 | CAP Grant Change Order CO-2 | |
| 8.3 | Purchase of Office Furniture | |
| 8.4 | Purchase of Bobcat L95 Wheel Loader | |
| 8.5 | Step Contact Renewal 2025 | |
| 9 | Administration | 9:30 |
| 9.1 | 2025-2027 Teamsters Courthouse Employees Contract | |

Standing Reports

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

Recess



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● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-01
Agenda Topic Title for Publication:	Meeting Minutes Approval - March 18th, 2025	
Date of Meeting: April 1 st , 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 18 th , 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 18 th , 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



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*Minutes of the Meeting of the Todd County Board of Commissioners held on
March 18th, 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 18th 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 Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for March 4th, 2025 as presented.

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.

Approve the resignation of Social Worker Camryn Schaber, effective March 20th, 2025.

Approve the resignation of Administrative Assistant Victoria Hayes, effective February 18, 2025.

Auditor-Treasurer

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) 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.

On motion by Noska 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) 806274 through 806328 and (Regular) 712866 through 712910 for a total of \$65,827.96.

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

Public Works

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

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.

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

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.

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

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.

Ditch/Ag Inspector

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

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.

Facilities

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous vote: Approve to go out for bid on the Parking Lot project.

County Sheriff

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: Open a FT temp Jailer position until the position is no longer needed.

Planning & Zoning

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

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.

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

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,



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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.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous vote: To adopt the findings of the Planning Commission and grant the CUP to replace the existing CUP #2024-008 on parcel 07-0037500 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.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the findings of the Planning Commission and grant the CUP on parcel 15-0012301 for temporary family housing with the following conditions:

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

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: To adopt the findings of the Planning Commission and grant the CUP on parcel 09-0009500 for installation of a ground mounted solar energy system in excess of 120% of the annual energy consumption with the following conditions:

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

Administration

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous vote: Approve the rescinding of Board Action Tracking Number 20250218-48.

On motion by Noska and second by Neumann, the following motion was introduced and adopted by unanimous vote: To authorize the adoption of the AFSCME – HHS Collective Bargaining Agreement for 2025-2027.

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: To authorize the adoption of the AFSCME – Public Works Collective Bargaining Agreement for 2025-2027.

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

2025 Non-Union Employees and Appointed Officials Salaries

WHEREAS, the Todd County Board of Commissioners are responsible for setting the compensation of county employees and appointed officials, and;

WHEREAS, the Todd County Board of Commissioners desire to follow the same pattern bargained with unions for the non-union regular full-time 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 for regular full-time employees. Employees will be placed at the step within their respective grade that provides a salary increase, plus one additional step. Regular 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 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 regular full-time employees whose salaries do not exceed the maximum of the salary schedule. Employees whose positions were changed as a result of a successful appeal due the

performance of higher-level duties associated with a higher grade shall be placed on their step within the new higher grade under the 2024 Springsted salary grade before being placed on the 2025 Gallagher Classification Compensation salary grade as detailed above.

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 for regular full-time employees. Employees will be placed at the step within their respective grade that provides a salary increase plus one additional step. Regular 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 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 regular full-time employees whose salaries do not exceed the maximum of the salary schedule. Employees whose positions were changed as a result of a successful appeal due the performance of higher-level duties associated with a higher grade shall be placed on their step within the new higher grade under the 2024 Springsted salary grade before being placed on the 2025 Gallagher Classification Compensation salary grade as detailed above.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that the March Township elections were held and absentee for upcoming Osakis School special election on April 8th is now open. Also, CLA is on site to commence their annual audit visit and fieldwork. The 2025 Property Tax Statements are scheduled to begin releasing to mailboxes by the end of the week.

County Attorney's Report

The County Attorney had nothing to report.

County Coordinator's Report

The County Coordinator attended the wellness committee, lunch and learn prep, dept head and training on our new website.

County Commissioner's Report

The Commissioners reported on meetings and events attended.
Commissioner Becker attended the Facilities, TWCC, Moran Twp annual meeting, and Rainbow Rider meetings.
Commissioner Neumann attended the CPT, Park Board, Solid Waste and Rainbow Rider meetings.
Commissioner Noska attended regular meetings with notation of TWCC position now filled.
Commissioner Byers attended the Facilities, TCDC, Interviews for Road Deputy, Park Board, Personnel, Dept Head, Joint TWCC and SWCD Interview meetings.
Commissioner Denny attended the regular scheduled meetings including meeting with dept heads and extended thanks to Commissioner Noska for his efforts with the Fair Board

Adjourn

On motion by Denny and second by Neumann, the meeting was adjourned for the month of March 2025.



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COMMISSIONER WARRANTS

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
Total:	\$ 86,194.16

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
RURAL MN CEP INC	\$ 11,490.86
V#17772 - COST EFF HEALTH INS	\$ 2,682.92
USPS-POC	\$ 5,755.00
WILLIAMS DINGMAN FAMILY FUNERAL	\$ 3,500.00
82 PAYMENTS LESS THAN 2000	\$ 37,489.75
14 PAYMENTS LESS THAN 2000	\$ 4,909.43
Total:	\$ 65,827.96

VENDOR NAME	AMOUNT
# 16704	\$ 6,333.60
# 17598	\$ 3,783.64
GREATER MN FAMILY SRVS INC	\$ 3,215.41
HEARTLAND GIRLS RANCH	\$ 20,122.48
NORTHERN PINES MENTAL HLTH CTR INC	\$ 2,090.00
NORTHWOOD CHILDRENS SERVICES	\$ 3,500.00
STEP	\$ 8,938.08
# 17734	\$ 2,516.08
VILLAGE RANCH INC	\$ 10,372.98
WEST CENTRAL REG JUVENILE CTR	\$ 9,100.00
31 PAYMENTS LESS THAN 2000	\$ 20,488.63
Total:	\$ 90,460.90



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250401-02
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	
Agenda Topic Title for Publication:		American Legion 417 Oscar Jacobson Post - One Day Temporary On Sale Liquor License
Date of Meeting: April 1 st , 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 one day On Sale Temporary Liquor License for the American Legion #417 Oscar Jacobson Post (Little Sauk Legion) at the address of 16268 County 50 (parking lot & street area), Long Prairie, MN in Little Sauk Township effective July 12th, 2025.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-03
Agenda Topic Title for Publication:		American Legion 417 Oscar Jacobson Post - One Day Dance License
Date of Meeting: April 1 st , 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 one day Dance License for the American Legion #417 Oscar Jacobson Post (Little Sauk Legion) at the address of 16268 County 50 (parking lot & street area), Long Prairie, MN in Little Sauk Township effective July 12th, 2025.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-04
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: April 1st, 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) 403796 through 403821 in the amount of \$26,107.24 and (Regular) 58808 through 58844 in the amount of \$53,161.36 for a total of \$79,268.60.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

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



Cutoff 2000
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION
Warrants Approved On 4/01/2025 For Payment 4/04/2025

<u>Vendor Name</u>	<u>Amount</u>
AMAZON CAPITAL SERVICES	2,461.99
ARC ELECTRIC SERVICE	9,409.43
BARR ENGINEERING COMPANY	3,982.00
CAMFIL USA, INC.	2,644.41
EMERGENCY AUTOMOTIVE TECHNOLOGIE	7,306.99
INNOVATIVE OFFICE SOLUTIONS, LLC	12,877.64
LONG PRAIRIE LEADER	20,850.75
MJ LAWN CARE SERVICES	2,500.00
VIKING GARAGE DOOR CO	2,064.00
54 Payments less than 2000	15,171.39
Final Total:	79,268.60



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-05
Agenda Topic Title for Publication:	Health & Human Services Commissioner Warrants	
Date of Meeting: April 1 st , 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) 806329 through 806366 and (Regular) 712911 through 712958 for a total of \$63,079.73.		

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

Approval Date

4/1/2025

Payment Date

4/4/2025

Vendor name or #

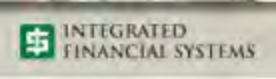
Amount

ARC Electric	\$ 3,880.19
V#16675 - Cost Eff Health Ins	\$ 5,516.08
TCSS MH Initiative Flex Fund	\$ 23,005.00
Transunion Risk & Alternative Data	\$ 4,080.00
76 Payments Less Than 2000	\$ 24,395.13

Final Total

\$60,876.40

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



Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 4/01/2025 For Payment 4/04/2025

<u>Vendor Name</u>	<u>Amount</u>
6 Payments less than 2000	2,203.33
Final Total:	2,203.33



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-06
Agenda Topic Title for Publication:	Health & Human Services SSIS Warrants	
Date of Meeting: April 1 st , 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) 601617 through 601624 and (Regular) 518328 through 518352 for a total amount of \$87,176.19.		

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:

4/4/2025

Approval Date:

4/1/2025

Vendor name or #

Amount

GERARD TREATMENT PROGRAMS	8558.48
GREATER MN FAMILY SRVS INC	16666.29
MERIDIAN SERVICES INC	2897.79
NORTH HOMES CHILDREN & FAMILY SRVS	20068.44
NORTHWOOD CHILDRENS SERVICES	8166.48
PRAIRIE LAKES YOUTH PROGRAMS	12600.00
WEST CENTRAL REG JUVENILE CTR	10948.00

\$7,270.71

26 Pymts less than \$2000

Final Total

\$87,176.19



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20250401-07
Agenda Topic Title for Publication:		Sexual Assault Awareness Month - April 2025
Date of Meeting: April 1, 2025	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Hands of Hope Resource Center		
Person Presenting Topic at Meeting: Barb Dinkel Goodrich		
Background: Supporting Documentation enclosed ☒		
See attached resolution and letter for background information.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Adopt the attached resolution to proclaim April 2025 as Sexual Assault Awareness Month in Todd County.		
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

**SEXUAL ASSAULT AWARENESS MONTH
APRIL 2025**

WHEREAS, April marks **Sexual Assault Awareness Month (SAAM)**: a time to bring attention to the widespread issue of sexual violence and empower communities to take action. This year's theme, "**TOGETHER WE ACT, UNITED WE CHANGE**," highlights the power of working together to create safer, more respectful environments for all, and;

WHEREAS, sexual abuse, assault, and harassment affect individuals of every background. To address this, we must promote education around consent, healthy communication, and bystander intervention. By equipping individuals and communities with these tools, we can help prevent violence before it starts and foster a culture of respect and care, and;

WHEREAS, central to this campaign is the importance of amplifying the voices of survivors, especially those most vulnerable in our communities. Their experiences must be heard and acknowledged, and their stories should guide our efforts to combat sexual violence in all its form, and;

NOW, THEREFORE BE IT RESOLVED, everyone in our communities deserves to live in safe and supportive environments where they are treated with respect. When our workplaces, schools, and communities work together to uphold safety and respect, we make progress in preventing sexual abuse, assault, and harassment.

BE IT FURTHER RESOLVED, that the Todd County Board of Commissioners does hereby proclaim April 2025 Sexual Assault Awareness Month and calls on all individuals, communities, and organizations of Todd County to take action to prevent sexual violence. Each day of the year is an opportunity to create change for the future.



April 1, 2025

Dear Todd County Board of Commissioners:

April is Sexual Assault Awareness Month (SAAM). This year's theme, "Together We Act, United We Change," builds on the idea that we are stronger together, and that new partners and community members are needed to expand sexual assault prevention efforts.

Sexual violence is widespread and impacts every person in the community. SAAM aims to raise public awareness about sexual violence and educate communities about how to prevent it.

We all have a role to play in preventing sexual violence in our community. Our actions, big and small, have a ripple effect on those we teach, guide, and influence. From raising public awareness, educating communities on prevention, modeling healthy behavior to addressing inappropriate conduct, the power of working together can make a difference.

Get engaged this April during Sexual Assault Awareness Month: start by believing survivors when they share their story, call out victim-blaming comments if you see them online, remind those around you that sexual assault is never the victim's fault, and the individuals who commit abuse need to be held accountable. These seemingly small actions do have a critical impact.

Attached is a proclamation to create awareness and remind everyone that together we can all reach out to victims, listen to what they need, and help them rebuild their lives. I ask that you approve and sign this Proclamation in support of the citizens of Todd County.

Should you have any questions or concerns, please feel free to contact me at 320-732-2319.

Sincerely,

Barb Dinkel Goodrich
Lead Advocate/Supervisor
Hands of Hope Resource Center



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20250401-08
Agenda Topic Title for Publication:		National Crime Victims' Rights Week - April 6-12, 2025
Date of Meeting: April 1, 2025	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Hands of Hope Resource Center		
Person Presenting Topic at Meeting: Cassandra Ortiz		
Background: Supporting Documentation enclosed ☒		
See attached resolution and letter for background information.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Adopt the attached resolution to proclaim April 6-12, 2025 as National Crime Victims' Rights Week in Todd County.		
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



NATIONAL CRIME VICTIMS' RIGHTS WEEK
APRIL 6 – 12, 2025

WHEREAS, Americans are the victims of more than twenty million crimes each year, affecting not only individuals, but their communities too, and;

WHEREAS, many victims face barriers – such as isolation, distrust of authorities, language limitations, lack of transportation, or cultural barriers – that keep them from accessing the services and criminal justice systems that can help them recover from crime, and;

WHEREAS, dedicated victim service providers work every day to meet the needs of crime victims, yet there are still too many victims without meaningful access to rights and services, and;

WHEREAS, crime victims' rights acts passed here in Minnesota and at the federal level have provided victims with ways to participate meaningfully throughout the criminal justice process, and;

WHEREAS, the rights of crime victims are best protected when all participants in the criminal justice process – not only victims – are properly educated about victims' rights, and;

WHEREAS, we must respond to crime and violence by helping victims access the justice, assistance, and support they need to rebuild their lives, and provide a sense of hope for their future, and;

WHEREAS, Hands of Hope Resource Center is hereby dedicated and committed to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime.

NOW, THEREFORE, BE IT RESOLVED, the Todd County Board of Commissioners do hereby proclaim the week April 6-12, 2025, as

CRIME VICTIMS' RIGHTS WEEK

Reaffirming Todd County's commitment to creating a victim service and criminal justice response to all victims of crime so that they may find relevant assistance, support, justice, and peace.



April 1, 2025

Dear Todd County Board of Commissioners:

National Crime Victims' Rights Week (NCVRW) is an annual commemoration in the United States that promotes victims' rights and services. The first Crime Victims Week, (later renamed National Crime Victims' Rights Week), was established by Ronald Reagan in 1981 as part of an expanding initiative to provide services for victims of crime.

Prior to 1981, crime victims had no rights, access to crime victim compensation, or services to help rebuild their lives. They were often excluded from courtrooms, treated as an afterthought by the criminal justice system, and denied an opportunity to speak at sentencing. Through decades of advocacy and hard work, all states have enacted crime victims' rights laws.

Every state guarantees victims' rights under the law. It is important to know the specific rights victims are entitled to in their jurisdiction as the rights and definitions can vary. A general overview of some victims' rights include:

- Protection: A victim has the right to protection, often termed a right "to be reasonably protected from the accused, including intimidation, harassment, or abuse."
- Notice: A victim has the right to notification. The goal of this right is to ensure that victims are kept apprised of all proceedings in the criminal case.
- Attendance: Every state guarantees victims a right to attend court proceedings.
- Hearing: Every jurisdiction provides victims with the right to give input into the sentencing decision. This can be provided orally at the sentencing hearing or in writing, either in a victim impact statement or a part of the pre-sentence investigation report.
- Restitution: Every state gives victims a right to restitution, which is an order by the court directing the offender to make payment to the victim for losses incurred due to the crime.
- Consult: In most jurisdictions, victims have a right to consult with the prosecutor. This entitles victims to discuss case matters and provide input to the prosecutor regarding their views.

Attached is a proclamation in support of victim rights. Being a victim is not a choice. Therefore, crime victim rights were enacted so victims' voices are heard, they are treated with respect and dignity, and are guaranteed protection and safety while navigating the criminal justice system.

Should you have any questions or concerns, please feel free to contact me at 320-732-2319.

Sincerely,

Barb Dinkel Goodrich
Lead Advocate/Supervisor
Hands of Hope Resource Center



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-09
Agenda Topic Title for Publication:	2025 City Prosecution Contract-West Union	
Date of Meeting: 4/1/2025	Agenda Time Requested: 5 Min.	☐ Consent Agenda
Organization / Department Requesting Action: Todd County Attorney's Office		
Person Presenting Topic at Meeting: John E. Lindemann		
Background: Supporting Documentation enclosed ☒		
Proposed 2025 Agreement for Prosecution Services-West Union (submitted after all other prosecution agreements were approved last month).		
Options:		
Approve or reject Proposed 2025 Agreement for Prosecution Services-West Union		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the 2025 Agreement for Prosecution Services-West Union		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

CONTRACT TITLE

2025 AGREEMENT BETWEEN TODD COUNTY AND THE CITY OF WEST UNION FOR PROSECUTION SERVICES

This Agreement is made and entered into by and between the County of Todd, a corporation existing under the laws of the State of Minnesota, hereinafter referred to as "County," and the City of West Union, hereinafter referred to as "City."

SECTION 1

SERVICES PROVIDED

The County, through its County Attorney's Office, agrees to prosecute for the City those certain misdemeanors, gross misdemeanors, and City ordinance violations the City is statutorily obligated to prosecute. Prosecution services provided to the City by the County include, but are not limited to, reviewing reports, drafting complaints, correspondence, court time including first and second appearances, evidentiary hearings, trials, sentencing, and probation violation hearings. It also includes consulting with officers, victims, corrections agents, defense attorneys, and any research that needs to be done, as well as time spent on past years files if someone is picked up on a warrant, and general legal advice to officers unrelated to any open file.

SECTION 2

COMPENSATION

As consideration for the prosecution services set forth in Section I, the City agrees to compensate the County the amount of \$500 for the year 2025. This amount is based upon the average number of cases prosecuted by the County for your City in the two years prior to the current budget year at an estimated rate of \$150 per case. The minimum amount of compensation to be paid by a City to the County for prosecution services will be \$500.

SECTION 3

CONTRACT RENEWAL

ACCOUNTING

Within the first six months of each following year, the County Attorney's Office will provide to the City a new proposed agreement, and a printout of the number of cases for the two averaged years used as the basis for the compensation set forth in Section 2. The County Attorney's Office will provide more detailed information on any or all of the cases considered upon request of the City. The City and the County are under no obligation to renew this agreement each year.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed.

CITY OF West Union

COUNTY OF TODD

BY: [Signature]
Its Mayor

BY: _____
Chair, County Board

DATED: _____

ATTEST:

BY: Janet Macey
City Clerk

DATED: 10/31/24



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-10
Agenda Topic Title for Publication:		CAP Grant Change Order CO-1
Date of Meeting: April 1, 2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle or Chris McConn		
Background: Supporting Documentation enclosed ☒		
Change Order 1 (CO-1) covers the first four changes to the Hy-Tec contract that were discussed at the Work Session on March 18, 2025. Attached is a memo summarizing these costs.		
Options:		
1. Authorize solid waste director to sign Change Order CO-1 for Hy-Tec for \$120,182.74.		
2. Deny permission to sign Change Order CO-1		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Authorize solid waste director to sign Change Order CO-1 for \$120,182.74.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$120,182.74 Funding Source(s): Enterprise Fund	☒ Yes ☐ No	Contingency Fund for CAP Grant Project
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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COUNTY OF TODD}

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Seal

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Todd County Solid Waste Transfer Station Expansion 30433 US Highway 71 Browerville, MN 65438	CONTRACT INFORMATION: Contract For: General Construction Date: March 19, 2024	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: January 21, 2025
OWNER: <i>(Name and address)</i> Todd County 215 1st Avenue South Suite 300 Long Prairie, MN 56347	ARCHITECT: <i>(Name and address)</i> Stantec Consulting Services Inc. 733 Marquette Avenue Suite 1000 Minneapolis, MN 55402	CONTRACTOR: <i>(Name and address)</i> Hy-Tec Construction of Brainerd, Inc. P.O. Box 621 Brainerd, MN 56401

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposal Request No. 1: Revisions required by Minnesota DLI plumbing plan reveiw = \$48,575.69

Proposal Request No. 2: Revisions to transfer station structural concrete based on revised reaction loads from metal building shop drawings = \$37,115.91

Minnesota Power electrical service chagnes = \$34,491.14

Grade change at Office Building = \$0.00

The original Contract Sum was	\$ 7,839,767.90
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,839,767.90
The Contract Sum will be increased by this Change Order in the amount of	\$ 120,182.74
The new Contract Sum including this Change Order will be	\$ 7,959,950.64

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stantec Consulting Services Inc.

ARCHITECT *(Firm name)*


SIGNATURE

Bruce P. Paulson, PM

PRINTED NAME AND TITLE

January 21, 2025

DATE

Hy-Tec Construction of Brainerd, Inc.

CONTRACTOR *(Firm name)*


SIGNATURE

Jeff Hanson

PRINTED NAME AND TITLE

1/22/2025

DATE

Todd County

OWNER *(Firm name)*


SIGNATURE

PRINTED NAME AND TITLE

DATE



MEMORANDUM

DATE: March 19, 2025

TO: Todd County Board of Commissioners

FROM: Chris McConn, Solid Waste Director

CC: Mike Eberle, Landfill and Transfer Station Supervisor

Bruce Paulson, Stantec

RE: CAP GRANT PROJECT PROPOSED CHANGE ORDERs CO-1 and CO-2

BACKGROUND

There are five changes to the Project that the Department of Solid Waste recommend formalizing by change order. A summary of the changes is provided in Table 1, below, separated into Change Orders CO-1 and CO-2:

Table 1: Proposed Hy-Tec Change Orders

Description	CO- 1	CO-2	Combined
Minnesota Power relocation of electrical power	\$34,491.14	--	\$186,928.38
Plumbing Plan Review	\$48,575.69	--	
Pre-Engineered Building & Foundation	\$37,115.91	--	
Finished Floor Elevation Change	\$0.00	--	
Interior Liner Panels	--	\$66,745.64	
Total	\$120,182.74	\$66,745.64	

These proposed change orders were reviewed at a work session with the Board on March 18, 2025.

SUPPORTING INFORMATION

Attached is some supporting information that was discussed at the work session. We have also consulted with Stantec, our third-party project manager. They have recommended Todd County approve Change orders one and two as summarized in Table 1, above.



CONTINGENCY FUNDS

The project was set up with a contingency fund. Below is a summary of uses and remaining balance of the contingency fund:

Table 2 - Contingency Fund Balance and Proposed Expenses

Description	Expense	Balance
Original Fund Amount	--	\$577,197.53
Browerville Water Main Design	\$14,813.50	\$562,384.03
Forklift and Grapple Attachment	\$70,390.13	\$491,993.90
Special Structural Testing	\$72,185.00	\$419,808.90
Browerville CQA (Bolton & Menk)	\$8,172.50	\$411,636.40
Other Equipment Increases (Trailer and Newer Semi)	129,197.57	\$282,438.83
Minnesota Power Relocation (CO-1)	\$34,491.00	\$247,947.83
Plumbing Plan Review (CO-1)	\$48,575.69	\$199,372.14
Pre-Engineered Building & Foundation (CO-1)	\$37,115.91	\$162,256.23
Finished Floor Elevation Changes (CO-1)	\$0.00	\$162,256.23
Interior Liner Panels (CO-2)	\$66,745.64	\$95,510.59

If these costs are paid for, approximately 83% of the contingency fund will be used. Currently, Hy-Tec has completed approximately 68% of the work.

RECOMMENDATION

The Department respectfully recommends authorization to sign Change Orders CO-1 and CO-2.



Minnesota Power
 30 West Superior Street
 P.O. Box 1001
 Duluth, MN 55802

Date 6/10-6/17
 Project Work Order 11360 Business 371 Brainerd
 Description New underground and removal

Labor Charges:

Cust. Serv. Rep	0	hr
Engineer	0	hr
Design Drafter	0	hr
Foresters/Asst Eng	0	hr
Meter Reader/Collector	0	hr
LP Meter Spec.	0	hr
Meter Specialist	0	hr
Lineworker- Regular Time	97	hr
Lineworker- Overtime	0	hr
Lineworker- Double Time	0	hr
Troubleman-Regular Time	0	hr
Troubleman- Overtime	0	hr
Troubleman- Double Time	0	hr

Total Labor Hours 97

Total Labor Cost \$ 7,162.03

Material Charges:

Misc Materials	0	\$ 21,348.18
	0	\$ -
	0	\$ -
	0	\$ -
	0	\$ -
	0	\$ -
	0	\$ -

Total Material Cost \$ 21,348.18

Vehicle Costs

Total Vehicle \$ 1,706.62

Other (Perdiems, Personal Vehicle Mileage, Contractor Invoices)

0	0	\$ -	\$0.00
Administrative costs		\$ -	\$2,631.87

Total Other Cost \$2,631.87

Total Project Cost \$32,848.70

July 15, 2024

Bruce P. Paulson
Senior Project Manager/Architect
Stantec
733 Marquette Avenue Suite 1000
Minneapolis MN 55402

RE: Todd County Transfer Station

Dear Bruce:

We hereby submit our cost proposal to complete PR#1 Revisions required by Minnesota DLI plumbing plan review for the sum of \$48,575.69. Please see attached breakdown.

If you have any questions, please contact me.

Sincerely,

Jeff Hanson

Jeff Hanson
Project Manager
HY-TEC CONSTRUCTION
OF BRAINERD, INC.

September 23, 2024

Bruce P. Paulson
Senior Project Manager/Architect
Stantec
733 Marquette Avenue Suite 1000
Minneapolis MN 55402

RE: Todd County Transfer Station

Dear Bruce:

We hereby submit our cost proposal to complete PR#2 Revisions required by metal building shop drawings for the sum of \$37,115.91. Please see attached breakdown.

If you have any questions, please contact me.

Sincerely,

Jeff Hanson

Jeff Hanson
Project Manager
HY-TEC CONSTRUCTION
OF BRAINERD, INC.

Todd County Transfer Station

Revisions Required by Metal Building Shop Drawings

LABOR

hrs - Project Manager	\$100.00 =	\$0.00
20 hrs - Supervision	\$100.00 =	\$2,000.00
hrs - Office Administration	\$75.00 =	\$0.00
hrs - Cement Mason/Blocklay	\$95.00 =	\$0.00
hrs - Carpenter	\$95.00 =	\$0.00
hrs - Laborer	\$70.00 =	\$0.00
hrs - Crane - including operat	\$300.00 =	\$0.00
		=====
Subtotal Laborer		\$2,000.00
10% Contractor Fee		\$200.00
		=====
Total Labor		\$2,200.00

MATERIALS

Materials ()	\$0.00	
Materials ()	\$0.00	
Materials ()	\$0.00	
Materials (Consumables)	\$0.00	
Materials (Equipment)	\$0.00	
		=====
Subtotal Materials	\$0.00	\$0.00
10% Contractor Fee		\$0.00
		=====
Total Labor & Materials		\$2,200.00

SUBCONTRACTS

Subcontractor (Diversifier Foundations)	\$33,253.25	
Subcontractor ()	\$0.00	
Subcontractor ()	\$0.00	
		=====
Subtotal	\$33,253.25	
5% Contractor Fee	\$1,662.66	
		=====
Total Subcontractors		\$34,915.91
		=====
GRAND TOTAL		\$37,115.91

EXTENSION OF TIME: 0 DAYS

Change Order



Diversified Foundations, LLC
 (DBA) Diversified Excavation
 10530 State Hwy 29 North
 Alexandria, MN 56308
 Office Phone: 320-852-6933
 Office Fax: 320-852-6927
 Office Email: df@gctel.net
 Website:
www.diversifiedfoundations.com

CHANGE ORDER SUBMITTED TO: Jeff H.		PHONE:	DATE: 9/20/24
STREET:		JOB NAME: Todd County Solid Waste	
CITY, STATE AND ZIP CODE:		JOB LOCATION: Browerville, MN	
Existing Contract No.:	Date of Existing Contract:	Change Order #: PR#2	JOB PHONE:

We hereby agree to make the change(s) specified below:

Additional Reinforcing	\$10,945.25
Additional Concrete Yardage for Footing and Pier Adjustments Includes Concrete Pumping.	\$8,658.00
Labor and Material for Forming, Reinforcing, and Placement	\$13,650.00
Total:	\$33,253.25

NOTE: This Change Order becomes part of and in conformance with existing contract.

WE AGREE hereby to make the change(s) specified above at this price ->

Date:	PREVIOUS CONTACT AMOUNT:
AUTHORIZED SIGNATURE (CONTRACTOR):	REVISED CONTRACT TOTAL:
ACCEPTED – The above prices and specifications of this Change Order are satisfactory and hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.	Date of Acceptance:
	Signature of Owner:

Proposal Request



PROJECT:	Todd County Solid Waste Transfer Station Expansion 30433 US 71 Browerville, MN 56438	PROPOSAL REQUEST NO: 2 DATE: 9/3/2024 PROJECT NO: 227705003 CONTRACT FOR: Building Construction
----------	---	--

OWNER: Todd County, Minnesota

TO: Jeff Hanson
Hy-Tec Construction of Brainerd, Inc.
11360 Business 371, P.O. Box 621
Brainerd, MN 56401

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Your quotation shall be provided to this office at the earliest possible date but no later than 10 days after date listed above to allow for review without impacting the project construction schedule. The quotation and supporting documents can be emailed to me at bruce.paulson@stantec.com. Please contact me with any questions at (612) 712-2108.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Written Description of the Work

DRAWING MODIFICATIONS

ITEM NO. 1: REVISIONS REQUIRED BY METAL BUILDING SHOP DRAWING REVIEW AND COORDINATION

SHEET SA101 (ISSUED):

1. Footings and piers adjusted as indicated.

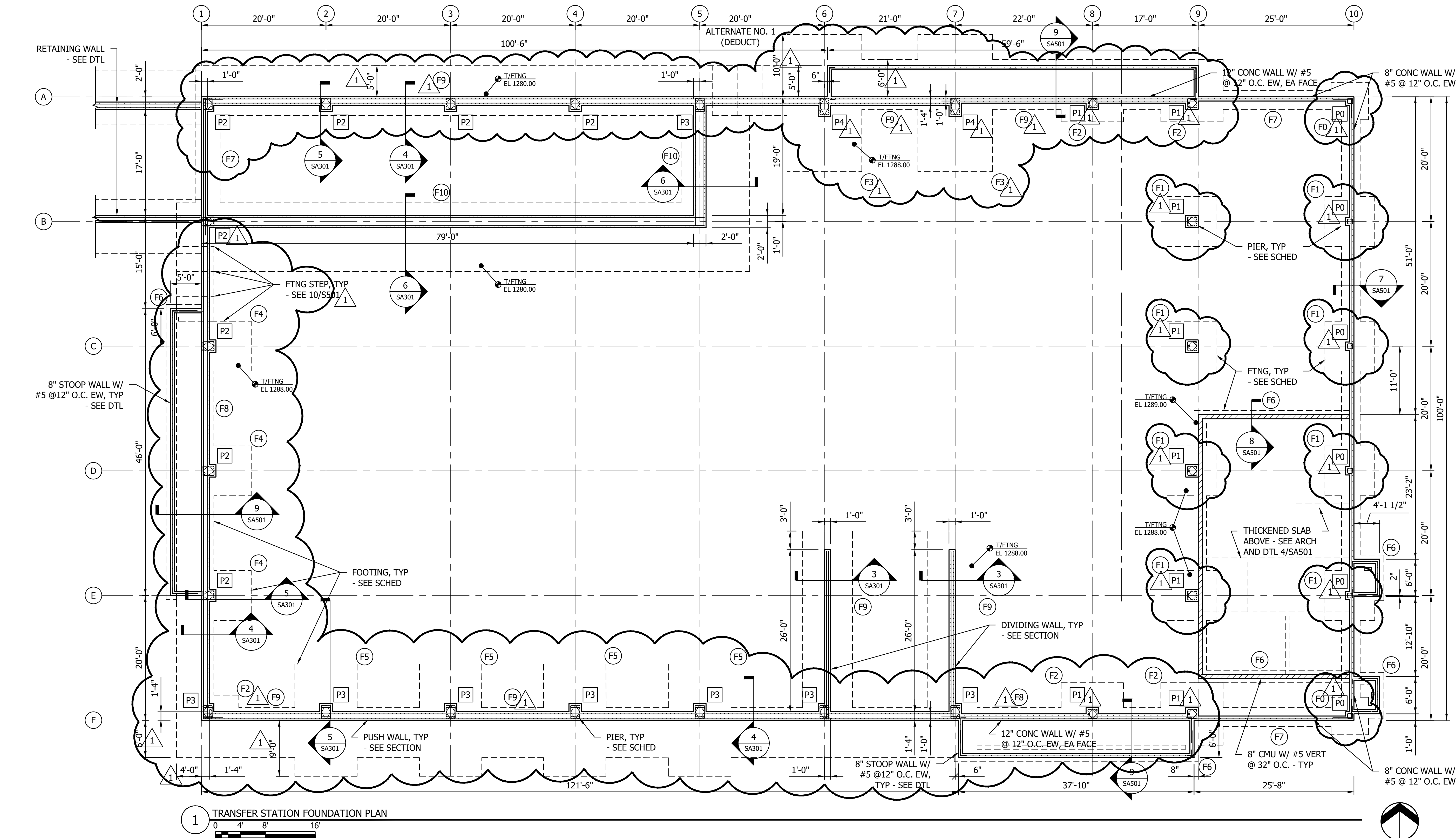
Attachments:

1. Sheet SA101

END OF PROPOSAL REQUEST

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. NO USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 09/03/2024 - 8:16am
Drawing Name: \\us0504-pbl001\shared_projects\TODD COUNTY TRANSFER STATION & DESIGN\1_CAD\3 PLANSHEETS\227705003-SA 101.dwg
Xref: 227705003.dwg, 227705003-XREFS



FOOTING SCHEDULE				
MARK	SIZE	BOT REINF	TOP REINF	REMARKS
F0	6'-0" SQ x18"	#6 @ 12" EA WAY	#6 @ 12" EA WAY	
F1	8'-0" SQ x18"	#6 @ 12" EA WAY	#6 @ 12" EA WAY	
F2	10'-0" SQ x18"	#6 @ 12" EA WAY	#6 @ 12" EA WAY	
F3	12'-0" x22'-0" x18"	#9 @ 8" LONG #7 @ 8" SHORT	#9 @ 8" LONG #7 @ 8" SHORT	STD 90 HOOK EA END; CONT WALL FTNG REINF
F4	8'-0" x12'-0" x18"	#5 @ 8" EA WAY	#5 @ 8" EA WAY	STD 90 HOOK EA END; CONT WALL FTNG REINF
F5	10'-0" x18'-0" x18"	#8 @ 8" LONG #6 @ 8" SHORT	#6 @ 8" EA WAY	STD 90 HOOK EA END; CONT WALL FTNG REINF

FOOTING SCHEDULE CONTINUED				
MARK	SIZE	BOT REINF	TOP REINF	REMARKS
F6	2'-0" x CONT x12"	(3)-#5 CONT	--	
F7	3'-0" x CONT x12"	(4)-#5 CONT	--	
F8	6'-0" x CONT x18"	#6@12" EA WAY	#6@12" EA WAY	STD 90 HOOK EA END OF SHORT BARS
F9	8'-0" x CONT x18"	#6@8" EA WAY	#5@8" EA WAY	STD 90 HOOK EA END OF SHORT BARS
F10	11'-0" x CONT x14"	(12)-#5 CONT LONG #6@8" SHORT	(12)-#5 CONT LONG #5@8" SHORT	STD 90 HOOK EA END OF SHORT BARS

PIER SCHEDULE				
MARK	SIZE	VERT REINF	TIES	REMARKS
P0	16' SQ	(8)-#6	#4 @ 10"	
P1	24' SQ	(12)-#7	#4 @ 10"	
P2	28" x 24"	(16)-#7	#4 @ 10"	
P3	32" x 24"	(20)-#8	#4 @ 8"	#9 DWLS, 6'-0" PROJ
P4	38" x 24"	(24)-#8	#4 @ 8"	#9 DWLS, 12'-0" PROJ

Plot Date: 12/22/2023 - 11:10am
Drawing name: \\u0506-patrs001\shared_projects\227705003\TODD COUNTRY TRANSFER STATION\5_Design\1_CAD\3 PLANSHEETS\227705003-SA 101.dwg
Xrefs: 227705003_BDR, 227705003-AXONS



FOOTING SCHEDULE CONTINUED				
MARK	SIZE	BOT REINF	TOP REINF	REMARKS
(F6)	2'-0" x CONT x12"	(3)-#5 CONT	--	
(F7)	3'-0" x CONT x12"	(4)-#5 CONT	--	
(F8)	6'-0" x CONT x18"	(8)-#5 CONT LONG #6 @ 8" SHORT	(8)-#5 CONT LONG #5 @ 8" SHORT	STD 90 HOOK EA END OF SHORT BARS
(F9)	8'-0" x CONT x18"	(12)-#5 CONT LONG #6 @ 8" SHORT	(12)-#5 CONT LONG #5 @ 8" SHORT	STD 90 HOOK EA END OF SHORT BARS
(F10)	11'-0" x CONT x14"	(12)-#5 CONT LONG #6 @ 8" SHORT	(12)-#5 CONT LONG #5 @ 8" SHORT	STD 90 HOOK EA END OF SHORT BARS

PIER SCHEDULE				
MARK	SIZE	VERT REINF	TIES	REMARKS
P1	24" SQ	(16)-#6	#4 @ 10"	
P2	28" x 24"	(16)-#7	#4 @ 10"	
P3	32" x 24"	(16)-#9	#4 @ 10"	
P4	36" x 28"	(20)-#7	#4 @ 10"	



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-11
Agenda Topic Title for Publication:		CAP Grant Change Order CO-2
Date of Meeting: April 1, 2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle or Chris McConn		
Background: Supporting Documentation enclosed ☒		
Change Order 1 (CO-2) covers a proposed change to the Hy-Tec contract that was discussed at the Work Session on March 18, 2025. It is to install interior liner panels at the transfer station building. Attached is a memo summarizing these costs. It also includes an additional 1.5" conduit from the electrical room to each scale.		
Options:		
1. Authorize solid waste director to sign Change Order CO-2 for Hy-Tec for \$65,595.89.		
2. Deny permission to sign Change Order CO-2		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Authorize solid waste director to sign Change Order CO-2 for \$65,595.89.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$65,595.89 Funding Source(s): Enterprise Fund	☒ Yes ☐ No	Contingency Fund for CAP Grant Project
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

Todd County Solid Waste Transfer Station
Expansion
30433 US Highway 71
Browerville, MN 65438

CONTRACT INFORMATION:

Contract For: General Construction

Date: March 19, 2024

CHANGE ORDER INFORMATION:

Change Order Number: 002

Date: March 25, 2025

OWNER: (Name and address)

Todd County
215 1st Avenue South
Suite 300
Long Prairie, MN 56347

ARCHITECT: (Name and address)

Stantec Consulting Services Inc.
733 Marquette Avenue
Suite 1000
Minneapolis, MN 55402

CONTRACTOR: (Name and address)

Hy-Tec Construction of Brainerd, Inc.
P.O. Box 621
Brainerd, MN 56401

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposal Request No. 3: Add interior liner panels to all exterior walls to the roof and add an additional 1-1/2" conduit empty from the electrical room in the Office Building to the two scales = \$65,595.89

The original Contract Sum was	\$	7,839,767.90
The net change by previously authorized Change Orders	\$	185,778.63
The Contract Sum prior to this Change Order was	\$	8,025,546.53
The Contract Sum will be increased by this Change Order in the amount of	\$	65,595.89
The new Contract Sum including this Change Order will be	\$	8,091,142.42

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stantec Consulting Services Inc.

ARCHITECT (Firm name)

Bruce P. Paulson

SIGNATURE

Bruce P. Paulson, PM

PRINTED NAME AND TITLE

March 25, 2025

DATE

Hy-Tec Construction of Brainerd, Inc.

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Todd County

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

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User Notes:

(3B9ADA38)

March 3, 2025

Bruce P. Paulson
Senior Project Manager/Architect
Stantec
733 Marquette Avenue Suite 1000
Minneapolis MN 55402

RE: Todd County Transfer Station

Dear Bruce:

We hereby submit our revised cost proposal to complete PR#3 for the sum of \$65,595.89. Please see attached breakdown.

If you have any questions, please contact me.

Sincerely,

Jeff Hanson

Jeff Hanson
Project Manager
HY-TEC CONSTRUCTION
OF BRAINERD, INC.

Todd County Transfer Station

PR#3 revised 3-3-2025

LABOR

hrs - Project Manager	\$100.00 =	\$0.00
hrs - Supervision	\$100.00 =	\$0.00
hrs - Office Administration	\$75.00 =	\$0.00
hrs - Cement Mason/Blocklayer	\$95.00 =	\$0.00
320 hrs - Carpenter	\$95.00 =	\$30,400.00
40 hrs - Laborer	\$70.00 =	\$2,800.00
hrs - Crane - including operator	\$300.00 =	\$0.00
		=====
Subtotal Laborer		\$33,200.00
10% Contractor Fee		\$3,320.00

=====

Total Labor	\$36,520.00
-------------	--------------------

MATERIALS

Materials (Builders FirstSource)	\$13,542.88	
Materials ()	\$0.00	
Materials ()	\$0.00	
Materials (Consumables)	\$0.00	
Materials (Equipment)	\$3,500.00	
		=====
Subtotal Materials	\$17,042.88	\$17,042.88
10% Contractor Fee		\$1,704.29

=====

Total Labor & Materials	\$55,267.17
-------------------------	--------------------

SUBCONTRACTS

Subcontractor (Melrose Electric)	\$9,836.88
Subcontractor ()	\$0.00
Subcontractor ()	\$0.00

=====

Subtotal	\$9,836.88
5% Contractor Fee	\$491.84

=====

Total Subcontractors	\$10,328.72
----------------------	--------------------

=====

GRAND TOTAL	\$65,595.89
--------------------	--------------------

EXTENSION OF TIME: 0 DAYS



DATE	QT NUMBER
02-11-25	4068900



QUOTE

QUOTE

Page 1
QT

S 552530
O HY-TEC CONSTRUCTION INC*
D PO BOX 621
T
O BRAINERD, MN 56401-0000

S 556995
H HY-TEC CONSTRUCTION IN-JOKI
I TODD COUNTY WASTE TRANSFER
P PROPOSAL REQUEST NO:3
T
O BRAINERD
MN 56401-0000

JOB NO.	CUSTOMER PO.	COST CODE	EST SHIP DATE	CLERK #	SHIPPED FROM
			02-10-25	trj3	BRAIMNYD QT

QTY	ITEM NO.	DESCRIPTION	U/M	UNIT PRICE	EXTENDED PRICE
		LINER PANEL			
		ADDED INTERIOR LINER PANEL			

3216	LINER	GR3 LINER PANEL BRT WHT LF	EA	3.20	10,291.20
130	J-CHAN	AJ3 J-CHANNEL BRT WHT 10-6	EA	11.50	1,495.00
30	BASE	AD1 BASE DRIP CAP BRT WHT 10'	EA	10.85	325.50
20	SCREWS	1-1/2" SELF DRILL W/W 250/BAG	EA	28.00	560.00
		Subtotal		12671.70	
Unless otherwise specified herein, all prices shown shall only be valid for materials delivered for or received by the Purchaser within 15 days from the date of this quotation.					

SUBTOTAL	TAX	TOTAL
12,671.70	871.18	13,542.88

Printed: 02/11/2025 08:08:19
Effective: 02/10/2025 Expires: 03/10/2025
Location Name: BRAINERD MN YARD
Phone: 218-829-2891



MELROSE ELECTRIC, INC.

119 8th Ave NW PO Box 234
Melrose, MN 56352
Ph : 320-256-3846

Change Request

To: HY-TEC CONSTRUCTION

Number: 2

Date: 2/12/25

Job: 24-035 TODD COUNTY SOLID WASTE TRANSF

Phone:

Description: AS PER PR #3

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

AS PER PR #3

Work performed by us:

Description	Quantity	Unit	Unit Price	Price
1-1/2" EMT	20.00	ea	\$3.87	\$77.33
1-1/2" GRC ELBOW	2.00	ea	\$25.61	\$51.21
1-1/2" SET SCREW STEEL CONN	4.00	ea	\$1.70	\$6.78
1-1/2" SET SCREW STEEL CPLG	2.00	ea	\$1.90	\$3.80
1-1/2" LB CONDULET W/ COVER & GASKET	2.00	ea	\$35.68	\$71.36
1-1/2" CONDUIT HANGER W/BOLT	10.00	ea	\$0.99	\$9.93
1-1/2" GRC	10.00	ea	\$9.77	\$97.69
1-1/2" LOCKNUT	4.00	ea	\$0.63	\$2.53
1-1/2" PLASTIC BUSHING	2.00	ea	\$0.32	\$0.64
1-1/2" PVC CONDUIT	850.00	ea	\$1.35	\$1,146.99
1-1/2" PVC FEMALE ADAPTOR	4.00	ea	\$1.38	\$5.51
1-1/2" PVC COUPLING	28.00	ea	\$0.65	\$18.33
1-1/2" PVC ELBOW	8.00	ea	\$2.66	\$21.28
1/8" POLY PULL LINE	861.00	ea	\$0.26	\$220.50
LABOR	74.00	Hours	\$109.50	\$8,103.00
			Subtotal:	\$9,836.88

Subtotal: **\$9,836.88**

Total: **\$9,836.88**

If you have any questions, please contact me at 320-256-3846.

Submitted by: ERIC SEANGER
MELROSE ELECTRIC, INC.

Approved by: _____
Date: _____

Proposal Request



PROJECT:	Todd County Solid Waste Transfer Station Expansion 30433 US 71 Browerville, MN 56438	PROPOSAL REQUEST NO: 3 DATE: 1/30/2025 PROJECT NO: 227705003 CONTRACT FOR: Building Construction
OWNER:	Todd County, Minnesota	
TO:	Jeff Hanson Hy-Tec Construction of Brainerd, Inc. 11360 Business 371, P.O. Box 621 Brainerd, MN 56401	

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Your quotation shall be provided to this office at the earliest possible date but no later than 10 days after date listed above to allow for review without impacting the project construction schedule. The quotation and supporting documents can be emailed to me at bruce.paulson@stantec.com. Please contact me with any questions at (612) 712-2108.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Written Description of the Work

DRAWING MODIFICATIONS

ITEM NO. 1: Add interior liner panels to all exterior walls to the roof

SHEET AA301 (ISSUED):

1. Building Section 1: Extend interior metal liner panels at north wall to roof line as indicated.
2. Building Section 1: Add interior metal liner panels at south wall from top of concrete push wall to roof line as indicated.
3. Sidewall Detail at Roof 2: Add interior liner panels and trim as indicated.
4. Sidewall Detail at Base 3: Revise note at interior liner panels as indicated.
5. Sidewall Detail at Base 5: Add base angle, interior liner panels, and trim as indicated.

SHEET AA302 (ISSUED):

1. Building Section 1: Extend interior metal liner panels at north wall to roof line as indicated.
2. Building Section 1: Add interior metal liner panels at south wall from top of concrete push wall to roof line as indicated.

SHEET AA303 (ISSUED):

1. Building Section 1: Add interior metal liner panels at north wall from top of concrete push wall to roof line as indicated.
2. Building Section 1: Add interior metal liner panels at south wall from top of concrete push wall to roof line as indicated.
3. Door Head Detail 2: Add interior metal liner panels and trim as indicated.

4. Door Jamb Detail 3: Add interior metal liner panels and trim as indicated.

SHEET AA304 (ISSUED):

1. Building Section 1: Add interior metal liner panels at north wall from door head to roof line as indicated.
2. Building Section 1: Add interior metal liner panels at south wall from door head to roof line as indicated.
3. Door Head Detail 2: Add interior metal liner panels and trim as indicated.
4. Door Jamb Detail 3: Add interior metal liner panels and trim as indicated.

SHEET AA306 (ISSUED):

1. Building Section 1: Add interior metal liner panels at west wall from door head to roof line as indicated.
2. Building Section 1: Add interior metal liner panels at east wall from lower roof line to main roof line as indicated.
3. Door Head Detail 3: Add interior metal liner panels and trim as indicated.
4. Door Jamb Detail 4: Add interior metal liner panels and trim as indicated.
5. Wall to Roof Flashing Detail 6: Add interior metal liner panels and trim as indicated.

SHEET AA307 (ISSUED):

1. Building Section 1: Add interior metal liner panels at west wall from door head to roof line as indicated.
2. Building Section 1: Add interior metal liner panels at east wall from lower roof line to main roof line as indicated.
3. Window Head Detail 2: Add interior metal liner panels and trim as indicated.
4. Window Jamb Detail 3: Add interior metal liner panels and trim as indicated.
5. Window Sill Detail 4: Add interior metal liner panels and trim as indicated.

SHEET AA308 (ISSUED):

1. Building Section 1: Add interior metal liner panels at west wall from door head to roof line as indicated.
2. Building Section 1: Add interior metal liner panels at east wall from lower roof line to main roof line as indicated.

ITEM NO. 2: Add an additional 1.5" conduit empty from the electrical room in the office building to the two scales.

SHEET E101 (ISSUED)

1. Site Plan: Provide two additional 1.5"C from the electrical room in the office building one of the conduits shall be routed as indicated to the vehicle scale handholes and the other conduit shall be routed as indicated to the truck scale handholes. Contractor shall coordinate how the additional conduits enter the building and stubs into the electrical room. Conduit is intended for future conduits to the scales.

SHEET E102 (ISSUED)

1. Detail A – Large Scale Site Plan – Vehicle Scale: Provide an additional 1.5"C from the electrical room in the office building to the vehicle scale as indicated on the attached.

SHEET E103 (ISSUED)

1. Detail A – Large Scale Site Plan – Truck Scale: Provide an additional 1.5"C from the electrical room in the office building to the truck scale as indicated on the attached.

Attachments:

1. Sheet AA301
2. Sheet AA302
3. Sheet AA303
4. Sheet AA304
5. Sheet AA306
6. Sheet AA307
7. Sheet AA308
8. Sheet E101
9. Sheet E102
10. Sheet E103

END OF PROPOSAL REQUEST



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-12
Agenda Topic Title for Publication:		Purchase of Office Furniture
Date of Meeting: 4-1-2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle		
Background: Supporting Documentation enclosed ☒		
In support of the new office/scale house for the Transfer Station facility. With assistance from Facilities and MIS departments, Innovative Office Solutions designed and prepared a proposal that will supply the facility with the necessary office furniture. The bid amount for this proposal is \$29,062.91. This proposal was discussed at our committee level and at Board work session on 3-18-2025. This bid does not include window treatments.		
Options:		
1) Award the bid of \$29,062.91 to Innovative Office Solutions		
2) Do not award the bid proposal.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To award the bid to Innovative Office Solutions in the amount of \$29,062.91.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$29,062.91 Funding Source(s): Fund 51	☒ Yes ☐ No	Fund 51, Cap Grant and ARPA dollars.
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON John Tate
320-491-2089
john.tate@innovativeos.com

PROPOSAL

DATE 01/29/2025
CUSTOMER NAME TODD COUNTY ADMINISTRATION
CUSTOMER NUMBER NB10337
CUSTOMER PO
ORDER NAME Todd county transfer station
ORDER NUMBER 234239
PROJECT NUMBER
TERMS NET30

BILL TO
TODD COUNTY ADMINISTRATION
215 1ST AVE S STE 201
LONG PRAIRIE, MN 56347-1378

ATTN: JESSICA BARROSO
Phone: 320-594-2210
Email: Jessica.Barroso@co.todd.mn.us

SHIP TO
TODD COUNTY TRANSFER STATION
30433 US 71
BROWERVILLE, MN 56438-4773

ATTN: JESSICA BARROSO
Phone: 320-594-2210
Email: Jessica.Barroso@co.todd.mn.us

HON CPC CONTRACT
DOES NOT INCLUDE WINDOW COVERINGS

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1. OFFICE 104		1.0	4,433.47	4,433.47
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Sierra HX, 3 Leg Base, 24" Flat Feet, For 7088R Wksf -PS:Programmable Switch --Standard Cord -B:Black Tag: Tag TG: 7088R-SEHX7890-4272OC-F24 Tag L1: OFFICE 104	1.00 Each	1,224.03	1,224.03
2	72x36x24x24 Corner Cove - LH \$(L1STD):Grd L1 Standard Laminates .LKII:Kingswood Walnut .KI:Kingswood Walnut .G1:1 Grommet - Centered P:Black .P:Black Tag: Tag TG: 72x36x24 Tag L1: OFFICE 104	1.00 Each	359.17	359.17
3	42W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LKII:Kingswood Walnut .KI:Kingswood Walnut .G1:1 Grommet - Centered P:Black Tag: Tag TG: 24x42 Tag L1: OFFICE 104	1.00 Each	201.25	201.25
4	Flat Bracket 18D .S:Charcoal Tag: Tag TG: FB Tag L1: OFFICE 104	2.00 Each	41.81	83.62
5	Cable Management Trough 36"W - Graphite Only Tag: Tag L1: OFFICE 104	2.00 Each	64.04	128.08
6	Flagship B/F Mobile Ped 22H x15W x 22-7/8D/R Pull	2.00	377.71	755.42

EXPECT RESPONSE EXPECT REDUCTION EXPECT RELIEF

Page 1 of 11



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	.X:OMT Core to Order Key Alike \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: BF Tag L1: OFFICE 104	Each		
7	Lock Core Replacement Kit Brushed Chrome .X104E:104E Tag: Tag L1: OFFICE 110	2.00 Each	31.60	63.20
8	Sierra HX, 2 Leg Base, 30" Flat Feet, For 52-57"W Wksf -PS:Programmable Switch -Standard Cord -B:Black Tag: Tag TG: 52-SEHX54-72-F30 Tag L1: OFFICE 104	1.00 Each	794.79	794.79
9	54W x 30D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LK1:Kingswood Walnut .KI:Kingswood Walnut .G1:1 Grommet - Centered P:Black Tag: Tag TG: 30x54 Tag L1: OFFICE 104	1.00 Each	247.50	247.50
10	WSL 36x48 lipped chair mat without studs Tag: Tag TG: HCM3648LN Tag L1: OFFICE 104	2.00 Each	62.63	125.26
11	Ignition 2 Task Mid-back, ilira back .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .CU:Centurion 10:Black .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HIWMM Tag L1: OFFICE 104	1.00 Each	451.15	451.15

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
2. BREAKROOM 108		1.0	1,932.81	1,932.81
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
12	Arrnge Seated Hght X-base for 42-48" Srhc	1.00	398.89	398.89



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	\$(P1):P1 Paint Opts	Each		
	.CBK:Charblack			
	Tag: Tag TG: HCT29LX			
	Tag L1: BREAKROOM 108			
13	Arrange Table 42" Round Top	1.00	300.28	300.28
	.N:No Grommet	Each		
	\$(L1STD):Grd L1 Standard Laminates			
	.LK1:Kingswood Walnut			
	.K1:Kingswood Walnut			
	Tag: Tag TG: 42D			
	Tag L1: BREAKROOM 108			
14	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking	2.00	316.54	633.08
	.F:Fixed	Each		
	.S:All Surface Caster			
	.IM:4-Way Black			
	\$(1):Grade 1 Uph			
	.UR:Contourett			
	10:Black			
	.T:Black			
	Tag: Tag TG: HIGS6			
	Tag L1: BREAKROOM 108			
15	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking	2.00	300.28	600.56
	.N:Armless	Each		
	.S:All Surface Caster			
	.IM:4-Way Black			
	\$(1):Grade 1 Uph			
	.UR:Contourett			
	10:Black			
	.T:Black			
	Tag: Tag TG: HIGS6			
	Tag L1: BREAKROOM 108			
GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
3. CONF 107		1.0	5,875.29	5,875.29
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
16	Preside Laminate Hollow Panel Base For 144" W Table Tops	1.00	1,218.83	1,218.83
	\$(L1STD):Grd L1 Standard Laminates	Each		
	.LK1:Kingswood Walnut			
	.LK1:Kingswood Walnut			
	Tag: Tag TG: HTLHP144			
	Tag L1: CONF 107			
17	Preside 144W x 54D Boat Shaped Laminate Top	1.00	955.54	955.54
	.G:2MM/Flat	Each		
	K1:Kingswood Walnut			
	.N:No Grommets			
	\$(L1STD):Grd L1 Standard Laminates			



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	.LK11:Kingswood Walnut Tag: Tag TG: 54x144 Tag L1: CONF 107			
18	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .F:Fixed .S:All Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .UR:Contourett 10:Black .T:Black Tag: Tag TG: HIGS6 Tag L1: CONF 107	6.00 Each	316.54	1,899.24
19	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking .N:Armless .S:All Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .UR:Contourett 10:Black .T:Black Tag: Tag TG: HIGS6 Tag L1: CONF 107	6.00 Each	300.28	1,801.68
GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
4. OFFICE 110		1.0	5,899.24	5,899.24
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
20	Systems 72x36x24x24Left Corner Cove Worksurface Edgebd \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .K1:Kingswood Walnut .P:Black Tag: Tag TG: 72x36x24x24 Tag L1: OFFICE 110	1.00 Each	398.13	398.13
21	Systems 72x36x24x24Rt Corner Cove Worksurface Edgeband \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .K1:Kingswood Walnut .P:Black Tag: Tag TG: 72x36x24x24 Tag L1: OFFICE 110	1.00 Each	403.82	403.82
22	Systems Rectangular Worksurface Edgeband 24D x 36W \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .K1:Kingswood Walnut .P:Black	2.00 Each	223.61	447.22



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	Tag: Tag TG: 24x36 Tag L1: OFFICE 110			
23	Cable Management Trough 36"W - Graphite Only Tag: Tag L1: OFFICE 110	2.00 Each	64.04	128.08
24	Flat Bracket 18D .S:Charcoal Tag: Tag TG: FB Tag L1: OFFICE 110	4.00 Each	41.81	167.24
25	60"W External Stiffener .P:Black Tag: Tag TG: 60 Tag L1: OFFICE 110	2.00 Each	76.92	153.84
26	24"D End-Panel Supports: Freestanding \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: FEP Tag L1: OFFICE 110	2.00 Each	129.31	258.62
27	24"D End-Panel Supports: Freestanding \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: FEP Tag L1: OFFICE 110	2.00 Each	129.31	258.62
28	Gussets (1 Pr) \$(P1):P1 Paint Opts .P:Black Tag: Tag L1: OFFICE 110	2.00 Each	76.32	152.64
29	Brigade Ped "R" Pull Freestanding B/B/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: BBF Tag L1: OFFICE 110	2.00 Each	412.22	824.44
30	Brigade Ped "R" Pull Freestanding F/F 23"D x 28"H .L:Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: FF Tag L1: OFFICE 110	2.00 Each	412.22	824.44
31	Brigade 800 Series Lateral File 2 Drawer 42W .L:Standard Random Key Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: 18x42x28 Tag L1: OFFICE 110	1.00 Each	728.19	728.19
32	Lock Core Replacement Kit Brushed Chrome	2.00	31.60	63.20



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	.X110E:110E Tag: Tag L1: OFFICE 110	Each		
33	Lock Core Replacement Kit Brushed Chrome .X111E:111E Tag: Tag L1: OFFICE 110	2.00 Each	31.60	63.20
34	Ignition 2 Task Mid-back, ilira back .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .CU:Centurion 10:Black .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HIWMM Tag L1: OFFICE 110	2.00 Each	451.15	902.30
35	WSL 36x48 lipped chair mat without studs Tag: Tag TG: HCM3648LN Tag L1: OFFICE 110	2.00 Each	62.63	125.26
GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
5. OFFICE 114		1.0	5,913.19	5,913.19
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
36	72x36x24x24 Corner Cove - RH \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .K1:Kingswood Walnut .G1:1 Grommet - Centered P:Black .P:Black Tag: Tag TG: 72x36x24 Tag L1: OFFICE 114	1.00 Each	359.17	359.17
37	42W x 24D Rect Worksurface - C/T Base \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut .K1:Kingswood Walnut .G1:1 Grommet - Centered P:Black Tag: Tag TG: 24x42 Tag L1: OFFICE 114	1.00 Each	201.25	201.25
38	Sierra HX, 3 Leg Base, 24" Flat Feet, For 8870L Wksf -PS:Programmable Switch --Standard Cord	1.00 Each	1,224.03	1,224.03



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	-B:Black Tag: Tag TG: 8870L-SEHX7890-4272OC-F24 Tag L1: OFFICE 114			
39	Flat Bracket 18D .S:Charcoal Tag: Tag TG: FB Tag L1: OFFICE 114	2.00 Each	41.81	83.62
40	Cable Management Trough 36"W - Graphite Only Tag: Tag L1: OFFICE 114	1.00 Each	64.04	64.04
41	Flagship B/F Mobile Ped 22H x15W x 22-7/8D/R Pull .X:OMT Core to Order Key Alike \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: BF Tag L1: OFFICE 114	1.00 Each	377.71	377.71
42	10500 Series Cred Shell 72W x 24D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut LK11:Kingswood Walnut Tag: Tag TG: 24x72x29 Tag L1: OFFICE 114	1.00 Each	432.42	432.42
43	10500 Series Multi File Ped 36"W x 20"D x 28"H \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut Tag: Tag TG: BB/F/LF Tag L1: OFFICE 114	1.00 Each	775.58	775.58
44	36W x 27-7/8H Modesty / Ped Back Panel .P:Black \$(L1STD):Grd L1 Standard Laminates .LK11:Kingswood Walnut Tag: Tag TG: MP3628 Tag L1: OFFICE 114	1.00 Each	128.19	128.19
45	Brigade 800 Series Lateral File 3 Drawer 42W .L:Standard Random Key Lock \$(P1):P1 Paint Opts .P:Black Tag: Tag TG: 18x42x39 Tag L1: OFFICE 114	1.00 Each	1,034.44	1,034.44
46	Black Removable Lock Core Kit .X114E:114E Tag: Tag L1: OFFICE 114	1.00 Each	22.68	22.68
47	Lock Core Replacement Kit Brushed Chrome .X114E:114E Tag: Tag L1: OFFICE 114	2.00 Each	31.60	63.20
48	Ignition Guest/Multi-Purpose Chair Four-Leg Stacking	2.00	316.54	633.08



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	.F:Fixed .S:All Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .UR:Contourett 10:Black .T:Black Tag: Tag TG: HIGS6 Tag L1: OFFICE 114			
49	Ignition 2 Task Mid-back, ilira back .Y1:Synchro-Tilt W Seat Slider .A:Height and Width Adj. Arm .S:Black All-Surface Caster .IM:4-Way Black \$(1):Grade 1 Uph .CU:Centurion 10:Black .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black Tag: Tag TG: HIWMM Tag L1: OFFICE 114	1.00 Each	451.15	451.15
50	WSL 36x48 lipped chair mat without studs Tag: Tag TG: HCM3648LN Tag L1: OFFICE 114	1.00 Each	62.63	62.63
GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
FREIGHT		1.0	162.71	162.71
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
51	WORK RITE FREIGHT Tag: Tag L1: FREIGHT	1.00 Each	162.71	162.71
GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
SERVICES		1.0	4,846.20	4,846.20
LINE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
52	DESIGN Tag: Tag L1: SERVICES	10.00 Each	84.62	846.20
53	DELIVERY & INSTALL Tag: Tag L1: SERVICES	1.00 Each	4,000.00	4,000.00
Remit to address for deposits: Innovative office Solutions LLC Lockbox #131434 PO Box 1414 Minneapolis, MN 55480-1414			SUBTOTAL	\$29,062.91
			TOTAL	\$29,062.91
			REQUIRED DEPOSIT 50.00%	\$14,531.46

Proposal Valid For 14 Days



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Thank you for the opportunity to partner together. Please review the quotation and let us know if you have any questions.

Signature: _____ Name: _____ Title: _____ Date: _____



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THANK YOU FOR THE OPPORTUNITY

We are thrilled for the opportunity to partner together on your project. The terms and conditions below outline a working understanding for the project journey and is intended to set both organizations up for success. If you have questions or concerns, please contact us directly.

QUOTES AND PRICING

Please review your final project plan and quote to confirm it will fit your space and workplace needs. Quoted prices are good for 14 days from the date of the proposal. Due to the volatile transportation conditions in 2022 & 2023, freight will be billed based upon actual. Unless otherwise noted, prices quoted do not include sales, use, excise, or other applicable taxes. Any applicable taxes will be added or adjusted on the invoice at the time of billing. Buyers exempt from taxes should provide Innovative with copies of exemption certificates prior to placing the order.

DESIGN AND ORDERING

Innovative's Design team will work with you and/or your team to design a space that is customized to your budget, style and unique needs to transform your space/s and bring your vision to life. If you do not want to move forward with us on a project, the design work remains the exclusive property of Innovative Office Solutions and we reserve the right to invoice you for the design costs incurred.

NEED FOR DEPOSITS

A deposit of 50% of the order is required on all projects in excess of \$10,000. The deposit is essential as our vendor partners require payment from us when placing orders. Once the deposit is received, we will place your order. Payments must be in the form of check, ACH or wire transfer. Credit cards are not accepted for deposits or other furniture payments over \$5,000.

PAYMENT TERMS

Our Innovative team will send invoices following delivery and installation completion. To ensure a seamless accounting experience, please send payment within 30 days of the invoice date. It is not uncommon for a project to be substantially complete, except for a few punch list items. We appreciate you paying your invoice in full. Innovative will complete your project when outstanding items and/or parts become available.

CHANGES

Once we receive the sign off on design plan and proposed budget, your order will be placed. Due to the customization of many projects, once orders are placed, most products are not returnable. Modifications or cancellations may result in cancellation or restocking charges by our manufacturer partners. Unfortunately, we will need to invoice you if such charges are incurred. Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of the project, including any additional requirements or restrictions placed on Innovative will be added to the project price. When Innovative becomes aware of the nature and impact of the change, you will be notified, and all project paperwork will be updated as necessary. In this instance, a revised quote will be generated for signoff.

PROJECT DELAYS AND STORAGE

We understand projects are occasionally delayed. This may mean you are unable to accept product from us as scheduled. When this occurs, Innovative will store your items at no charge for up to 30 days to provide you with additional time to ensure your space is ready for installation. After 30 days, we will provide a quote to continue to store your product, as we want to make sure it is safe and in a secure location.

DELIVERY AND RECEIPT OF PRODUCT

We will contact you once we are notified your product has been shipped and is on its way. Your product will be delivered during regular business hours. In order to provide an exceptional delivery experience, we ask that you inform us of any unique circumstances that a driver or install team may face during a delivery. This may include such challenges as a downtown location or the need for a liftgate. Providing us with this information ensures that product is delivered to the proper location within your facility and will reduce the chances of damage to any of the items.

We kindly ask you to inspect all product directly shipped and/or delivered and brought onto the job site as scheduled. If you discover product has been damaged or shipped in error during the receiving process, please notify us within 24 hours to ensure that appropriate claims can be



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filed. After product arrives at your site, any loss or damage caused by other trades or by weather, fire or other elements is your responsibility.

INSTALLATION PREMISES CONDITIONS

It is our sincere priority to make sure the installation of your product is timely, professional, and as efficient as possible. To facilitate this, we ask the site to be clean, clear, and free of debris prior to installation. The jobsite should have proper lighting, heat, power source, hoisting and/or elevator service and suitable unobstructed dock space and a secured staging area. The job site shall also be free of the interference of other trades in the area where installation is taking place.

We understand in certain situations spaces are not ready for installation when the initial date was scheduled. If this is the case, please provide at least a 48-hour notice so we can keep your project on track to the best of our ability. If proper, timely communication does not occur, unfortunately additional charges may be invoiced to cover costs incurred. Our Installation Team installs product based on the final approved layout. If there are any changes to the final plan, please make sure these are addressed prior to the installation date.

WARRANTY

Each manufacturing partner of Innovative has a warranty standard. For more information on warranty details, reach out to your Innovative Account Executive. Warrantied product replacements may require billable installation services.

CLAIMS

Innovative will help resolve claims concerning damaged and/or defective product, materials and/or workmanship made within the warranty period as stated by the manufacturer, supplier, or fabricator. We will arrange for the repair or replacement of any damaged or defective items and/or installation to make sure the project is successful.

FORCE MAJEURE

We will do our absolute best to ensure we can secure and install your product, but if there are reasons beyond our control, Innovative will not be liable. Reasons include but are not limited to, strikes, pandemics, embargos, war or other breakout of hostilities, acts of God, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations.

GOVERNING LAW

This agreement shall be governed by and construed according to the laws of the State of Minnesota.

ARBITRATION

We want to make this a true partnership and resolve any issues that may occur. Any controversies or claims arising relating to this contract will be settled by arbitration administered by the American Arbitration Association. They will fall under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court with authority. The award shall include the costs of arbitration and the legal fees of the prevailing party.

THANK YOU FOR YOUR PARTNERSHIP

Innovative Office Solutions is built upon a "relationships matter" belief system, and every project matters to us. We are thankful for the opportunity to partner together, and we look forward to serving you!

Authorized Signature _____ Date



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-13
Agenda Topic Title for Publication:		Purchase of Bobcat L95 Wheel Loader
Date of Meeting: 4-1-2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle		
Background: Supporting Documentation enclosed ☒		
In support of the new Transfer Station opening in mid summer 2025. The department solicited a bid through the State bid process for the purchase of a Bobcat L95 loader. This equipment is needed in the daily operations of the new facility. The purchase price for this equipment through Farm Rite is \$91,591.23, minus \$15,500 for trade in of a S550 Bobcat. The total purchase price of the Bobcat L 95 loader is \$76,091.23. This purchase was reviewed at work session on 3-18-2025.		
Options:		
1) approve the purchase of the Bobcat L95 loader 2) Do Not approve the purchase.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To award the bid to Farm Rite Equipment for the L95 loader in the amount of \$75,217.50.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$76,091.23 Funding Source(s): Fund 51	☒ Yes ☐ No	Enterprise Fund: 2026 Capital Equipment Purchase
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



Quotation Number: **DS1078541**
Quote Sent Date: **Mar 21, 2025**
Expiration Date: **Mar 31, 2025**
Prepared By: **DEAN SCHREINER**
Phone: +13203390084
Email: dean.schreiner@farmriteequip.com

Customer
**TODD COUNTY SOLID WASTE
TRANSFER STATION**
30433 US 71
BROWERVILLE, MN, 56438-4773
Phone: +1 320 594 2210

Contact

Dealer
**Farm-Rite Equipment of Long Prairie,
Inc.**
19612 US 71
Long Prairie, MN, 56347

Item Name	Item Number	Quantity	Price Each	Total
Bobcat L95 Compact Wheel Loader	M0705	1	78,236.28	78,236.28
Standard Equipment:				
74 HP 2.4L Turbocharged Bobcat engine with integrated Diesel Oxidation Catalyst (DOC) Articulation Lock Bar Attachment Control Device Automatic Park Brake with Slope Assist Automatic Ride Control Auxiliary Hydraulics, High Flow with pressure release couplers Back-up Alarm Battery Disconnect Switch Bobcat Standard 5" Display Bucket Level Indicator Canopy with; Cup Holders, Dual Quick Charge USB /12 V Power Outlet, Interior Storage Compartments, Keyless Ignition, Retractable 2 Seat Belt, Tilt and Telescoping Steering Column, Vinyl Suspension Seat Differential Lock Engine and Hydraulics Systems De-rate Front Horn Glow Plugs Hydrostatic Transmission with Electronic Gearbox, 4 speeds, Advanced Attachment Control, & Flex Drive (Engine Speed Dial)				
Inching Pedal Instrumentation: Hour meter, RPM, System Voltage; Engine Temperature and Fuel Gauges; Warning Lights Lift Arm Support Machine IQ Ready (device is an accessory) Mirrors: Right & Left Side Operator Canopy: Roll Overprotective Structure (ROPS) meets ISO 3471; Falling Object Protective Structure (FOPS) meets ISO 3449 Level II Power Bob-Tach Attachment Mounting System Retrieval Pin Road Lights - Halogen (Front) Spark Arrester Muffler Standard 405/70 R20 Tires Tie Down Points Two Speed Travel (24.8 MPH) Wheel Fenders Work lights - LED (2 front & 2 rear) Z-Bar Mechanical Self Leveling				
HVAC Cab Comfort Package	M0705-P01-C02	1	8,659.44	8,659.44
<i>Included:</i> Enclosed Cab with HVAC, Front and rear wiper / washer, Dome light, Rear defrost, Radio Ready, Heated Air Ride Seat				
Electrical & Lighting - Block Heater Kit	7328972	1	84.28	84.28
Rear View Camera	7422924	1	408.40	408.40
Total for Bobcat L95 Compact Wheel Loader				87,388.40
Quote Total - USD				87,388.40
Dealer P.D.I.				200.00
Freight Charges				2,500.00
Dealer Assembly Charges				112.50
Charges				
TARIFF CHARGE				1,390.33
Trade-In				

S550 BOBCAT	-15,500.00
Sales total before Taxes	76,091.23
Taxes	0.00
Quote Total - USD	76,091.23

Customer acceptance:

Quotation Number:: DS1078541

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250401-14
Agenda Topic Title for Publication:		Step Contract Renewal 2025
Date of Meeting: 4-1-2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle		
Background: Supporting Documentation enclosed ☒		
Step clients perform recycle sorting duties at our Material Recovery Facility. The department signs a new contract with STEP annually for their services. The cost increase is due to Minnesota minimum wage requirements. Cost per year is approximately \$150,000.00		
Options:		
1) Approve signing the contract with STEP. 2) Do not approve signing the contract with STEP.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve signing the 2025 STEP Services contract.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$150,000.00 Funding Source(s): Fund 51	☒ Yes ☐ No	Fund 51
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



Cory Lawrence
Executive Director
501 West 6th Street
PO Box 206
Browerville, MN 56438
(320)-594-6423 ext 101
Fax: (320)-594-6427

Todd County Department of Solid Waste

This letter is an update due to Minnesota Minimum wage increase beginning on January 1, 2024. This increase will begin February 1, 2025. Please sign one copy and return to STEP the other copy is for your records.

- STEP will provide 1 job coach and 7 crew members Monday - Friday collectively called labor.
- Labor will be provided 5 days per week depending on site needs. Todd County Solid Waste will contact STEP each week if Labor is not needed.
- STEP job coach will sign themselves in and out, including number of crew members at the time that STEP staff arrive and leave the transfer station.
- The normal working day will start at 8:30 a.m. and end at 2:30 p.m.
- STEP will be provided one (1) break period (generally expected between 10:30 a.m. and 10:45) a.m. and one (1) lunch period (generally expected to be between 12:30 p.m. and 1:00 p.m.)
- STEP will be compensated for five and one half (5.5 hour) working day assuming the above schedule. Compensation may be adjusted depending on sign in and sign out sheets.
- STEP will be compensated **\$111.59** per hour for 5.5 hours per day. This hourly rate should help eliminate billing and payroll issues for both STEP and Todd County Solid Waste. (Attached you will find how the hourly rate was calculated adding a slight increase per hour from last year to cover minimum wage increases.
- STEP is responsible for all payroll costs (including taxes), all workers compensation costs, all transportation costs and any other employee related costs.

Todd County Solid Waste Hourly Rate Calculation

Job Coach $\$16.50 \times 5.5 \text{ hours} = \90.75

Crew Member $\$13.80 \times 5.5 \text{ hours} = \75.90

Crew Member $\$13.80 \times 4.75 \text{ hours} = \65.55 (due to bussing issues 1 member will have to start at 9:15 4 days a week)

Monday, Tuesday, Thursday and Friday

1 Coach- $\$90.75$

6 Crew members $5.5 \text{ hours} = \$455.40$

1 Crew member $4.75 = \$65.55$

Total= $\$611.70$ per day

Wednesday

1 Coach- $\$90.75$

7 Crew members $5.5 \text{ hours} = \$531.30$

Total= $\$622.05$ per day

Weekly Total = $\$3068.85$

Hourly wage $3068.85 / 27.5 \text{ hours worked weekly} = \111.59



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250401-15
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	2025-2027 Teamsters Courthouse Employees Contract
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Date of Meeting: April 1, 2025	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
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Organization / Department Requesting Action: Administration

Person Presenting Topic at Meeting: Jackie Bauer
--

Background: Supporting Documentation enclosed ☐

The The Todd County negotiations team met with Teamsters Courthouse Employees 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 Teamsters - Courthouse Employees 2025-2027 Union Contract

2. Do not approve the Teamsters-Courthouse Employees 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 Teamsters Courthouse Employees Collective Bargaining Agreement for 2025-2027.

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

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

Seal

LABOR AGREEMENT

between

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

and

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

COURTHOUSE EMPLOYEES



January 1, 2025 - December 31, 2027

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Todd County Courthouse

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

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the Todd County Board of Commissioners, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

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

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes for:

“All employees of Todd County, Long Prairie, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd., 14, excluding employees in the Sheriff’s Department, the Social Services Department, the Public Health Department and the Highway Department and further excluding supervisory and confidential employees.”

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 There shall be no discrimination against an employee because of Union membership nor because of race, color, creed, religion, national origin, sex, age, marital status or because of a physical handicap with respect to a position, the duties of which can be performed adequately by an individual with such a physical handicap, without danger to the health or safety of the physically handicapped person or to others.

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

ARTICLE 3. DEFINITIONS

- 3.1 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 Minn. Statute §1 79A.03, Subd. 19 regarding the rights of Public Employers and the scope of negotiations.
- 3.2 Union: The MN Teamsters Public & Law Enforcement Employees’ Union, Local # 320.
- 3.3 Employer: Todd County Board of Commissioners.
- 3.4 Employee: A member of the exclusively recognized bargaining unit.
- 3.5 Union Member: A member of the MN Teamsters Public and Law Enforcement Employees’ Union, Local No.320.
- 3.6 Base Rate of Pay: The employee’s hourly pay rate exclusive of any other special allowances.
- 3.7 Overtime: Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven (7) day period.
- 3.8 Call Out: Return of an employee to a specified work site to perform assigned duties at the expressed authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 3.9 Strike: Concerted action in failing to report for duty, the willful absence from one’s position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.10 Regular Status: The satisfactory completion of six (6) months probationary period for persons newly hired. Employees who are transferred or promoted in any job classification in which the employee has not previously received permanent status shall serve a three (3) month trial period.
- 3.11 Anniversary Date: Upon the date a person achieves regular status in a job classification, his/her anniversary date shall relate back to the date of original hire.

- 3.12 Regular Full-time Employee: An employee who has successfully completed the six (6) month probationary period and who regularly works forty (40) hours per week.
- 3.13 Regular Part-time Employee: An employee who has successfully completed the six (6) month probationary period working less than full-time and who works fourteen (14) hours or more per week.
- 3.14 Pro-rated: An employee who has successfully completed the six (6) 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 a pay period divided by the number of hours worked by a full-time employee in a pay period.
- 3.15 Other Terms: Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE 4. EMPLOYEE RIGHTS

- 4.1 Dues Check Off: The Employer shall deduct from the wages of employees who authorize such deduction in writing an amount necessary to cover monthly Union dues. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions shall be forwarded to the Union Office.
- 4.2 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.
- 4.3 Access to Premises: Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.
- 4.4 Stewards: Stewards shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of the Agreement. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the Steward because of the performance of such duties.
- 4.5 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 to include the grievant(s). The steward must inform their supervisor of their absence to handle grievances. Stewards will meet with grieved employee at a neutral location.

- 4.6 All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Employer and the Union.
- 4.7 An employee elected by the Union to serve on the negotiating committee representing the Union, shall suffer no loss of pay if negotiations are held on County time. Neither shall the employee be eligible for overtime or straight time if meetings are held on the employee's own time. The negotiation committee shall not exceed four (4) employees.

ARTICLE 5. EMPLOYER RIGHTS

- 5.1 Inherent Managerial Rights: The exclusive representative recognized 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 selection and direction and number of personnel, providing their action does not conflict with the stipulations contained within this Agreement.
- 5.2 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.
- 5.3 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 the Agreement or state or Federal laws.

ARTICLE 6. HOURS OF WORK

- 6.1 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 (1/2) hour for lunch.
- 6.2 Rest Period: Employees shall be granted one fifteen (15) minute rest periods in four (4) hours of work.

ARTICLE 7. OVERTIME

- 7.1 Policy: All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1½) 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 (1½) or as compensatory time off at time and one-half (1½). Compensatory time off must be approved by the employee's department head.

Employees may accrue up to a maximum of 120 hours compensatory time; however, the compensatory time accumulation maximum shall be reduced to 80 hours as of the end date of pay period 26. Anything over the annual maximum will be paid in cash.

- 7.2 All paid vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from, and all working hours spent at conferences, seminars, meetings, and the like for which attendance has been authorized by the Employer shall be considered as "time worked" for purposes of this Article.
- 7.3 Distribution of Overtime: All overtime will be distributed as equally as possible.
- 7.4 Call Outs: Any employee called to work outside of their regularly scheduled day at the request of their supervisor shall be paid for a three (3) hour minimum at the rate of time and one-half (1½).
- 7.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.
- 7.6 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.

ARTICLE 8. HOLIDAYS

- 8.1 Benefits: All employees shall receive the following days off with pay:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday
Christmas Day	December 25th
*One half day Christmas Eve (unless Christmas falls on Saturday, Sunday, or Monday)	

*One half day New Year's Eve (unless New Year's falls on Saturday, Sunday, or Monday)

*One half (½) day as a floater when Christmas Eve falls on a weekend at the employee's discretion in that calendar year.

- 8.2 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.
- 8.3 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 for that day.
- 8.4 If employees are called out to work on any of the above holidays at the request of their supervisor, the employee shall be paid for a two (2) hour minimum at the rate of time and one-half (1½), plus holiday pay.
- 8.5 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.
- 8.6 Holidays that occur during paid sick leave periods will be paid as a holiday and not charged as a sick leave day.

ARTICLE 9. VACATIONS

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

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

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

- 9.2 Notice: In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify their department head of the time they would like to take vacation as far in advance as possible. Should a conflict in scheduling

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

- 9.3 Vacation Accrual: The maximum carryover of vacation time as of the end date of pay period 26 shall be twenty-four (24) days or (192 hours).
- 9.4 Vacations and Probationary Period: Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee for the time served at 3.7 hours per pay period worked. No vacation leave shall be accrued or granted during the first six (6) months of employment. Upon the satisfactory completion of such period, vacation leave shall accrue to the employee for the time served in the probation period.
- 9.5 Vacation leave shall not accumulate to an employee while in the non-pay status, except to employees on military leave.
- 9.6 Employees whose employment is terminated for any reason shall be paid for the unused vacation time accumulated to their credit.
- 9.7 Employees may elect to cash out vacation hours accrued in excess of sixteen (16) hours per month which shall be paid in the first pay period in December.

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

ARTICLE 10. SICK LEAVE

- 10.1 Benefit: Employees shall earn sick leave at the rate of 3.7 hours per pay period. Annual sick leave shall accrue monthly as it is earned. The maximum carry over of sick leave as of the end date of pay period 26 shall be one hundred and thirty (130) days.
- 10.2 Utilization: An employee shall be granted sick leave with pay to the extent of the employee's accumulation or absences necessitated by illness, injury or death of employee or the employee's child (biological, stepchild(ren), adopted or foster), spouse, siblings, parent, mother-in-law, father-in-law, grandparent, grandchild of either the employee or his/her spouse, son-in-law, daughter-in-law or stepparents, domestic partner, and their children for such reasonable periods as the employee's attendance may be necessary in accordance with Minnesota Statute §181.9413, as amended.
- 10.3 Medical Certificate: Verification of illness may be required if illness or injury extends beyond three (3) 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.

- 10.4 Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.
- 10.5 Sick leave shall not accumulate to an employee while in a non-pay status, except employees on military leave.
- 10.6 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.
- 10.7 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 Worker's Compensation benefits only.
- 10.8 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 supervisor, a doctor's verification shall be submitted upon return.
- 10.9 Sick Leave and Seniority: There shall be no loss of seniority to an employee because of sickness or injury.
- 10.10 Severance Pay: An employee who leaves the employ of the Employer shall receive accumulated unused sick leave as severance pay as follows:

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

Upon employee's death, the severance shall be paid to the employee's estate.

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

0-14 years	\$5,000
15-19 years	\$10,000
20-24 years	\$15,000
25-29 years	\$20,000

30 + years \$25,000

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

10.12 An employee may use their sick leave to attend the funeral of a County employee.

ARTICLE 11. LEAVE OF ABSENCE

11.1 Application for Leave: Any 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.

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

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

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

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

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

Educational Leave: Leave with pay shall be granted for education 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: 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 fifteen (15) days in any calendar year.

Family Medical Leave Act (FMLA): Employees who are on FMLA leave shall have the option to retain up to five (5) days of their accrued sick time.

11.3 Unpaid Leaves of Absence:

- A. Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence more than ten (10) days.
- B. 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 in the Auditor's office after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute.
- C. 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 their normal responsibilities.

The Department Head may require that the employee provide medical certification from a registered practicing physician that they are 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.

- D. 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.
 - E. Family Medical Leave Act: The Employer has adopted and implemented a Family Medical Leave Policy, as required by law, which shall apply to all eligible employees.
 - F. 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.
 - G. 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 their former position or another position in their former classification in service, or a position of comparable duties and pay.
- 11.4 Effective January 1, 2026, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

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

ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1 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.
- 12.2 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.
- 12.3 Definitions:
- A. Extensions: 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.
- 12.4 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.

12.5 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.

12.6 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, they shall set a time to hear the grievance within ten (10) days. The department head shall issue their decision in writing within ten (10) days after the receipt.

STEP 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the Employer, 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 Employer or its representative, they shall set a time to hear the grievance within ten (10) days after the appeal is received. After the meeting, the Employer or its representative shall issue its decision in writing within ten (10) days to the parties involved.

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

STEP 4. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer or its representative's final answer in Step 3. The unresolved grievance will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

12.7 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 them 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 them.

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 their 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 Statute Chapter 572, 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.

- 12.8 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.
- 12.9 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 13. DISCIPLINE AND DISCHARGE

- 13.1 An employee may be disciplined only for just cause. Disciplinary action measures may include any of the following:
- A. oral reprimand;
 - B. written reprimand;
 - C. suspension;
 - D. demotion; and

- E. 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.

- 13.2 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.
- 13.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employee and the Union will receive a copy of such reprimands and/or notices.
- 13.4 Written reprimands shall be removed from an employee's personnel file after five (5) years if not part of a continuing record.
- 13.5 Employees will not be questioned concerning disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE 14. PROBATIONARY PERIOD

- 14.1 Probationary Period: All newly hired or re-hired employees shall serve a six (6) month probationary period.
 - A. 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.
 - B. 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 service, a 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 extensions 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 15. SENIORITY

- 15.1 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 their initial date of employment.
- 15.2 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.

- 15.3 An employee shall lose seniority for the following reasons only:
- A. Resignation;
 - B. By discharge in accordance with procedures set forth in the Agreement;
 - C. If an employee does not return to work when recalled from layoff as set forth in the recall section below.
- 15.4 Layoffs: The work 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 fifteen (15) working days of notice of layoff. A senior employee may bump into a lateral or lower classification provided they are 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, they shall be considered as having resigned. Employees shall have the right to recall for a period of two (2) years.

- 15.5 Vacancies and New Positions: Notice of all vacancies and newly-created positions shall be posted for five (5) working days on all employees bulletin boards. The senior employee applying would be awarded the position, provided they have the necessary qualifications to perform the duties of the job. In the event that a senior

employee is not given a vacant or newly created position, upon written request, they 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 are required to have a physical exam by a medical doctor within thirty (30) days of employment, at County expense. Results of the exam are placed in their personnel file.

- 15.6 Any department within the County maintains the right to promote an individual already working within that department to another position within that department. The qualified employee with highest department seniority and relevant job experience shall be given first preference on a promotion within a department.
- 15.7 Trial Period: A regular employee transferred or promoted to a different classification shall serve a trial period for three (3) months in the new classification. During the three (3) month trial period, the employee shall have the right to revert back to their former position. If, during the three (3) month trial period, the employee's performance is unsatisfactory, the Employer shall have the right to reassign the employee to his/her former classification, provided, however, the Employer has given written notice to the employee and 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 their former classification.

ARTICLE 16. INSURANCE

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

16.2 Health and Hospitalization Insurance

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

Single Coverage

The Employer shall not pay more than the actual premium cost of the plan. For 2025, the Employer shall pay the cost of the insurance plan for employees electing single coverage. 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 scheduled 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. Employees employed on the date of full execution of this Agreement are eligible for insurance contributions retroactive to January 1, 2025.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 **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.

16.8 **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 16.7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 16.7, 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 \$1250
After 20 years of continuous employment with the Employer \$1250
After 25 years of continuous employment with the Employer \$1250
After 30 years of continuous employment with the Employer \$1250

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 16.7 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 16.7 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 16.8 for that year.

ARTICLE 17. GENERAL PROVISIONS

17.1 Mileage And Travel Expenses:

- A. 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 mileage basis at the rate annually established on a uniform basis for all Todd County employees and officials. At no time shall it exceed the Federal rate.
- B. 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 department head. If County business keeps the employee away overnight, actual room cost is reimbursed (receipt-necessary) and must be preauthorized by the department head.

17.2 Blood Donors: Blood donors shall not be docked in pay for one (1) hour to donate blood. Any time over one (1) hour shall be deducted from the employee's sick leave.

ARTICLE 18. RATES OF PAY

18.1 The wages and salaries reflected in Appendix A and Appendix B 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.

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. Employees would be eligible for a step increase effective the first day of the first full pay period worked in July. Employees employed on the date of full execution of this Agreement are eligible for wage increases retroactive to the first full pay period worked in January 2025.

2025 2.5% general wage increase effective the first day of the first full pay period worked in January 2025. The general increase shall apply to all employees not above the maximum salary schedule.

2026 3.5% general wage increase effective the first day of the first full pay period worked in January 2026. The general increase shall apply to all employees not above the maximum salary schedule.

- 2027 3.0% general wage increase effective the first day of the first full pay period worked in January 2027. The general increase shall apply to all employees not above the maximum salary schedule.

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

- 18.2 In no case shall step increases be awarded or the salary of individuals be increased beyond the maximum of the appropriate grade range.
- 18.3 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. Part-time employees hired after September 1, 2015 will advance to the next step each year of the Labor Agreement upon completion of 2080 hours worked.
- 18.4 In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.
- 18.5 Clothing Allowance: Employees in the Solid Waste Department who, as a condition of their employment, are required to wear safety equipment, shall be eligible to receive up to an annual five hundred dollar (\$500) safety clothing allowance. Employees in Building Maintenance who, as a condition of their employment, are required to wear safety equipment, shall be eligible to receive up to an annual three hundred fifty dollars (\$350) safety clothing allowance. Allowance may be used to purchase up to two pairs of safety footwear, a jacket, a hoodie, and a pair of prescription safety glasses. 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.
- 18.6 Salary on Promotion
An employee promoted to a classification in a higher salary range shall receive a pay adjustment that is the minimum of the new salary range or an amount equal to four percent (4%) higher than the current salary and placement onto the next highest step, whichever is greater. No salary increase shall be granted which would place the employee's rate of pay above the maximum of the authorized salary range for the new (promoted) position. An additional increase may be granted to the promoted employee if such additional increase is recommended by the department head, the promotion involves more than one (1) grade change, and the recommendation is approved by the County Board. The employee's eligibility for the step increases will not change upon promotion.
- 18.7 Salary on Reclassification to a Higher Grade

An employee whose position is reclassified to a higher grade shall receive a pay adjustment that is the minimum of the new salary range or an amount equal to four percent (4%) higher than the current salary and placement onto the next highest step, whichever is greater. No salary increase shall be granted which would place the employee's rate of pay above the maximum of the authorized salary range for the new (reclassified) position. The employee's eligibility for step increases will not change upon the reclassification.

18.8 Salary on Reclassification to a Lower Grade

An employee whose position is reclassified to a lower grade shall be placed in that new salary range at the employee's existing pay rate: An employee whose rate of pay is above the maximum of the salary grade, due to a reclassification to a lower grade, shall receive one-half (½) of the uniform cost of living adjustment granted by the County Board to other employees who salaries fall within their assigned grades. The employee's eligibility for step increases will not change upon the reclassification.

18.9 Salary on Demotion - Voluntary & Disciplinary

For a voluntary or disciplinary demotion, the employee's pay shall be reduced to a point within the salary range for the classification of the new (demoted) position as determined by the County Board. Employees demoted for disciplinary reasons shall, at a minimum, receive a reduction in salary in an amount equal to at least four percent (4%) of the applicable grade for the position. In no event, shall a demoted employee's rate of pay remain above the maximum of the authorized salary range of the classification to which the employee was demoted. The employee's eligibility for step increases will not change upon the demotion.

ARTICLE 19. BENEFITS FOR PART TIME EMPLOYEES

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

- A. Holidays. Part-time employees will be paid for all holidays on a pro-rated basis. Part-time employees shall be paid for a two (2) hour minimum at the rate of time and one-half (1 ½) their regular hourly rate for all time worked on a holiday at the request of their supervisor.
- B. 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.
- C. 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 20. POST RETIREMENT HEALTH CARE SAVINGS PLAN (HCSP) MN State Retirement System (MSRS)

20.1 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 Teamsters Local 320 Bargaining Unit.

- A. Employee's severance pay per Section 10.10 (Sick Leave) of the Labor Agreement will be put into the HCSP (MSRS) at the time of termination of employment, or retirement.
- B. Employees who have accrued over 1,040 hours of sick leave will have fifty percent (50%) of hours over the maximum converted to cash and deposited into their HCSP. The conversion will take place once a year at year-end from the year-end balance.

ARTICLE 21. NATIONAL TEAMSTERS D.R.I.V.E.

Upon receipt of a properly executed voluntary authorization card from an employee, the County will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E.

ARTICLE 22. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Todd. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 23. DURATION

23.1 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 contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

23.2 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 the 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.

23.3 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**

Robert Byers, County Board Chairman

Jacqueline Bauer, County Coordinator

Dated: _____

Dated: _____

TEAMSTERS LOCAL #320

Marika Oliver, Business Agent

Union Steward

Union Steward

Union Steward

Dated: _____

APPENDIX A
Teamsters Courthouse
Grade – Classification

Grade	Classification
D	Administrative Assistant II Custodian Equipment Operator Generalist
E	Administrative Specialist Legal Assistant Truck Driver
F	Administrative Specialist II Deputy Auditor/Treasurer Deputy County Recorder Operations Technician Planning & Zoning Specialist
G	Assistant Veterans Service Officer Building Maintenance Technician GIS Technician
H	Ditch & Ag Inspector GIS Specialist Program Coordinator
I	Deputy Assessor Resource Conservationist
J	Land Use Planner

APPENDIX B

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

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

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

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

LABOR AGREEMENT

between

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

and

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

COURTHOUSE EMPLOYEES



January 1, ~~2022~~2025 - December 31, ~~2024~~2027

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Todd County Courthouse

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

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the Todd County Board of Commissioners, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

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

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes for:

“All employees of Todd County, Long Prairie, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd., 14, excluding employees in the Sheriff's Department, the Social Services Department, the Public Health Department and the Highway Department and further excluding supervisory and confidential employees.”

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 There shall be no discrimination against an employee because of Union membership nor because of race, color, creed, religion, national origin, sex, age, marital status or because of a physical handicap with respect to a position, the duties of which can be performed adequately by an individual with such a physical handicap, without danger to the health or safety of the physically handicapped person or to others.

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

ARTICLE 3. DEFINITIONS

- 3.1 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 Minn. Statute §1 79A.03, Subd. 19 regarding the rights of Public Employers and the scope of negotiations.
- 3.2 Union: The MN Teamsters Public & Law Enforcement Employees' Union, Local # 320.
- 3.3 Employer: Todd County Board of Commissioners.
- 3.4 Employee: A member of the exclusively recognized bargaining unit.
- 3.5 Union Member: A member of the MN Teamsters Public and Law Enforcement Employees' Union, Local No.320.
- 3.6 Base Rate of Pay: The employee's hourly pay rate exclusive of any other special allowances.
- 3.7 Overtime: Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven (7) day period.
- 3.8 Call Out: Return of an employee to a specified work site to perform assigned duties at the expressed authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 3.9 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.10 Regular Status: The satisfactory completion of six (6) months probationary period for persons newly hired. Employees who are transferred or promoted in any job classification in which the employee has not previously received permanent status shall serve a three (3) month trial period.
- 3.11 Anniversary Date: Upon the date a person achieves regular status in a job classification, his/her anniversary date shall relate back to the date of original hire.

- 3.12 Regular Full-time Employee: An employee who has successfully completed the six (6) month probationary period and who regularly works forty (40) hours per week.
- 3.13 Regular Part-time Employee: An employee who has successfully completed the six (6) month probationary period working less than full-time and who works fourteen (14) hours or more per week.
- 3.14 Pro-rated: An employee who has successfully completed the six (6) 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 a pay period divided by the number of hours worked by a full-time employee in a pay period.
- 3.15 Other Terms: Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE 4. EMPLOYEE RIGHTS

- 4.1 Dues Check Off: The Employer shall deduct from the wages of employees who authorize such deduction in writing an amount necessary to cover monthly Union dues. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions shall be forwarded to the Union Office.
- 4.2 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.
- 4.3 Access to Premises: Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.
- 4.4 Stewards: Stewards shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of the Agreement. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the Steward because of the performance of such duties.
- 4.5 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 to include the grievant(s). The steward must inform their supervisor of their absence to handle grievances. Stewards will meet with grievred employee at a neutral location.

- 4.6 All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Employer and the Union.
- 4.7 An employee elected by the Union to serve on the negotiating committee representing the Union, shall suffer no loss of pay if negotiations are held on County time. Neither shall the employee be eligible for overtime or straight time if meetings are held on the employee's own time. The negotiation committee shall not exceed four (4) employees.

ARTICLE 5. EMPLOYER RIGHTS

- 5.1 Inherent Managerial Rights: The exclusive representative recognized 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 selection and direction and number of personnel, providing their action does not conflict with the stipulations contained within this Agreement.
- 5.2 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.
- 5.3 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 the Agreement or state or Federal laws.

ARTICLE 6. HOURS OF WORK

- 6.1 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 (1/2) hour for lunch.
- 6.2 Rest Period: Employees shall be granted one fifteen (15) minute rest periods in four (4) hours of work.

ARTICLE 7. OVERTIME

- 7.1 Policy: All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1½) 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 (1½) or as compensatory time off at time and one-half (1½). Compensatory time off must be approved by the employee's department head.

Employees may accrue up to a maximum of 120 hours compensatory time; however, the compensatory time accumulation maximum shall be reduced to 80 hours as of the end date of pay period 26. by the last full pay period in December of each calendar year. Anything over the annual maximum will be paid in cash.

- 7.2 All paid vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from, and all working hours spent at conferences, seminars, meetings, and the like for which attendance has been authorized by the Employer shall be considered as "time worked" for purposes of this Article.
- 7.3 Distribution of Overtime: All overtime will be distributed as equally as possible.
- 7.4 Call Outs: Any employee called to work outside of their regularly scheduled day at the request of their supervisor shall be paid for a three (3) hour minimum at the rate of time and one-half (1½).
- 7.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.
- 7.6 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.

ARTICLE 8. HOLIDAYS

- 8.1 Benefits: All employees shall receive the following days off with pay:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday
Christmas Day	December 25th

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*One half day Christmas Eve (unless Christmas falls on Saturday, Sunday, or Monday)
 *One half day New Year's Eve (unless New Year's falls on Saturday, Sunday, or Monday)

*One half (½) day as a floater when Christmas Eve falls on a weekend at the employee's discretion in that calendar year.

- 8.2 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.
- 8.3 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 for that day.
- 8.4 If employees are called out to work on any of the above holidays at the request of their supervisor, the employee shall be paid for a two (2) hour minimum at the rate of time and one-half (1½), plus holiday pay.
- 8.5 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.
- 8.6 Holidays that occur during paid sick leave periods will be paid as a holiday and not charged as a sick leave day.

ARTICLE 9. VACATIONS

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

<u>Years of Service</u>	<u>Hours earned</u> <u>Per monthYear</u>	<u>Annual AccrualHours</u>
<u>Earned Per Pay Period</u>		
1 thru 3	896.20	3.7012 days
4 thru 5	10120.12	4.6215 days
6 thru 10	12144.04	5.5418 days
11 thru 15	168.2214	6.4721 days
16 thru 20	204.1017	7.8525½ days
21 thru 24	216.0618	8.3127 days
25 and over	228.0219	8.7728½ days

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

- 9.2 Notice: In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify their department head of the time they would

like to take vacation as far in advance as possible. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of request.

- 9.3 **Vacation Accrual:** The maximum carryover of vacation time ~~as of the end date of pay period 26 from one year to the next~~ shall be twenty-four (24) days or (192 hours).
- 9.4 **Vacations and Probationary Period:** Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee for the time served at ~~one (1) working day for each full month of service~~ 3.7 hours per pay period worked. No vacation leave shall be accrued or granted during the first six (6) months of employment. Upon the satisfactory completion of such period, vacation leave shall accrue to the employee for the time served in the probation period.
- 9.5 Vacation leave shall not accumulate to an employee while in the non-pay status, except to employees on military leave.
- 9.6 Employees whose employment is terminated for any reason shall be paid for the unused vacation time accumulated to their credit.
- 9.7 Employees may elect to cash out vacation hours accrued in excess of sixteen (16) hours per month which shall be paid in the first pay period in December.

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

ARTICLE 10. SICK LEAVE

- 10.1 **Benefit:** Employees shall earn sick leave at the rate of 3.7 hours per pay period ~~one (1) working day for each completed month of service~~. Annual sick leave shall accrue monthly as it is earned. The maximum carry over of sick leave ~~as of the end date of pay period 26 from one year to the next per employee~~ shall be one hundred and thirty (130) days.
- 10.2 **Utilization:** An employee shall be granted sick leave with pay to the extent of the employee's accumulation or absences necessitated by illness, injury or death of employee or the employee's child (biological, stepchild(ren), adopted or foster), spouse, siblings, parent, mother-in-law, father-in-law, grandparent, grandchild of either the employee or his/her spouse, son-in-law, daughter-in-law or stepparents, domestic partner, and their children for such reasonable periods as the employee's

attendance may be necessary in accordance with Minnesota Statute §181.9413, as amended.

- 10.3 Medical Certificate: Verification of illness may be required if illness or injury extends beyond three (3) 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.
- 10.4 Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.
- 10.5 Sick leave shall not accumulate to an employee while in a non-pay status, except employees on military leave.
- 10.6 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.
- 10.7 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 Worker's Compensation benefits only.
- 10.8 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 supervisor, a doctor's verification shall be submitted upon return.
- 10.9 Sick Leave and Seniority: There shall be no loss of seniority to an employee because of sickness or injury.
- 10.10 Severance Pay: An employee who leaves the employ of the Employer shall receive accumulated unused sick leave as severance pay as follows:

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

Upon employee's death, the severance shall be paid to the employee's estate.

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

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~~10.11 Sick Leave and Probationary Period: Upon date of employment, sick leave shall accrue to the probationary employee at the rate of one (1) working day for each full month of service. Though sick leave shall be accrued, it may not be used until the employee has successfully completed the probationary period.~~

10.1211 An employee, at their option, may donate vacation hours to another employee who has expended their sick leave.

10.1312 An employee may use their sick leave to attend the funeral of a County employee.

ARTICLE 11. LEAVE OF ABSENCE

11.1 Application for Leave: Any 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.

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

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

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

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

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

Educational Leave: Leave with pay shall be granted for education 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: 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 fifteen (15) days in any calendar year.

Family Medical Leave Act (FMLA): Employees who are on FMLA leave shall have the option to retain up to five (5) days of their accrued sick time.

11.3 Unpaid Leaves of Absence:

- A. Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence more than ten (10) days.

B. 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 in the Auditor's office after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute.

C. 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 their normal responsibilities.

The Department Head may require that the employee provide medical certification from a registered practicing physician that they are 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.

D. 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.

E. Family Medical Leave Act: The Employer has adopted and implemented a Family Medical Leave Policy, as required by law, which shall apply to all eligible employees.

F. 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.

G. 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 their former position or another position in their former classification in service, or a position of comparable duties and pay.

11.4 Effective January 1, 2026, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

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

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ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1 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.
- 12.2 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.
- 12.3 Definitions:
- A. Extensions: 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.

12.4 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.

12.5 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.

12.6 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, they shall set a time to hear the grievance within ten (10) days. The department head shall issue their decision in writing within ten (10) days after the receipt.

STEP 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the Employer, 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 Employer or its representative, they shall set a time to hear the grievance within ten (10) days after the appeal is received. After the meeting, the Employer or its representative shall issue its decision in writing within ten (10) days to the parties involved.

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

STEP 4. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer or its representative's final answer in Step 3. The unresolved grievance will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971 as amended. The selection of

an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

12.7 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 them 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 them.

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 their 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 Statute Chapter 572, 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.

12.8 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.

12.9 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 13. DISCIPLINE AND DISCHARGE

13.1 An employee may be disciplined only for just cause. Disciplinary action measures may include any of the following:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; and
- E. 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.

13.2 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.

13.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employee and the Union will receive a copy of such reprimands and/or notices.

13.4 Written reprimands shall be removed from an employee's personnel file after five (5) years if not part of a continuing record.

13.5 Employees will not be questioned concerning disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE 14. PROBATIONARY PERIOD

14.1 Probationary Period: All newly hired or re-hired employees shall serve a six (6) month probationary period.

- A. 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.
- B. 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 service, a 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 extensions 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 15. SENIORITY

15.1 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 their initial date of employment.

15.2 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.

15.3 An employee shall lose seniority for the following reasons only:

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

15.4 Layoffs: The work 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 fifteen (15) working days of notice of layoff. A senior employee may bump into a lateral or lower classification provided they are 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, they shall be considered as having resigned. Employees shall have the right to recall for a period of two (2) years.

- 15.5 **Vacancies and New Positions:** Notice of all vacancies and newly-created positions shall be posted for five (5) working days on all employees bulletin boards. The senior employee applying would be awarded the position, provided they have the necessary qualifications to perform the duties of the job. In the event that a senior employee is not given a vacant or newly created position, upon written request, they 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 are required to have a physical exam by a medical doctor within thirty (30) days of employment, at County expense. Results of the exam are placed in their personnel file.
- 15.6 Any department within the County maintains the right to promote an individual already working within that department to another position within that department. The qualified employee with highest department seniority and relevant job experience shall be given first preference on a promotion within a department.
- 15.7 **Trial Period:** A regular employee transferred or promoted to a different classification shall serve a trial period for three (3) months in the new classification. During the three (3) month trial period, the employee shall have the right to revert back to their former position. If, during the three (3) month trial period, the employee's performance is unsatisfactory, the Employer shall have the right to reassign the employee to his/her former classification, provided, however, the Employer has given written notice to the employee and 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 their former classification.

ARTICLE 16. INSURANCE

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

16.2 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. For 2026 and 2027, the Employer shall pay

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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 scheduled 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 HSA eligible plans. Employees employed on the date of full execution of this Agreement are eligible for insurance contributions retroactive to January 1, 2025.-

16.3 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.

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16.4 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.

16.5 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.

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16.6 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.

16.7 **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.

16.8 **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 16.7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 16.7, 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 \$1250

After 20 years of continuous employment with the Employer \$1250

After 25 years of continuous employment with the Employer \$1250

After 30 years of continuous employment with the Employer \$1250

- 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 16.7 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 16.7 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 16.8 for that year.

ARTICLE 17. GENERAL PROVISIONS

17.1 Mileage And Travel Expenses:

- A. 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 mileage basis at the rate annually established on a uniform basis for all Todd County employees and officials. At no time shall it exceed the Federal rate.
- B. 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, twenty-five dollars (\$25.00) 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 department head. If County business keeps the employee away overnight, actual room cost is reimbursed (receipt- necessary) and must be preauthorized by the department head.

- 17.2 Blood Donors: Blood donors shall not be docked in pay for one (1) hour to donate blood. Any time over one (1) hour shall be deducted from the employee's sick leave.

ARTICLE 18. RATES OF PAY

18.1 The wages and salaries reflected in Appendix A and Appendix B 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.

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. Employees would be eligible for a step increase effective the first day of the first full pay period worked in July. Employees employed on the date of full execution of this Agreement are eligible for wage increases retroactive to the first full pay period worked in January 2025.

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~~2022~~2025 2.5% general wage increase effective the first day of the first full pay period worked in January 2025. ~~worked in January 2022.~~ The general increase shall apply to all employees not above the maximum salary schedule.

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~~2023~~2026 23.5% general wage increase effective the first day of the first full pay period worked in January ~~2023~~2026. The general increase shall apply to all employees not above the maximum salary schedule.

~~2024~~2027 2-53.0% general wage increase effective the first day of the first full pay period worked in January ~~2024~~2027. The general increase shall apply to all employees not above the maximum salary schedule.

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

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

18.3 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. Part-time employees hired after September 1, 2015 will advance to the next step each year of the Labor Agreement upon completion of 2080 hours worked.

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

18.5 Clothing Allowance: Employees in the Solid Waste Department who, as a condition of their employment, are required to wear safety equipment, shall be eligible to receive up to an annual five hundred dollar (\$500) safety clothing allowance. Employees in Building Maintenance who, as a condition of their employment, are

required to wear safety equipment, shall be eligible to receive up to an annual three hundred fifty dollars (\$350) safety clothing allowance. Allowance may be used to purchase up to two pairs of safety footwear, a jacket, a hoodie, and a pair of prescription safety glasses. 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.

18.6 Salary on Promotion

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

18.7 Salary on Reclassification to a Higher Grade

An employee whose position is reclassified to a higher grade shall receive a pay adjustment that is the minimum of the new salary range or an amount equal to four percent (4%) higher than the current salary and placement onto the next highest step, whichever is greater. No salary increase shall be granted which would place the employee's rate of pay above the maximum of the authorized salary range for the new (reclassified) position. The employee's eligibility for step increases will not change upon the reclassification.

18.8 Salary on Reclassification to a Lower Grade

An employee whose position is reclassified to a lower grade shall be placed in that new salary range at the employee's existing pay rate: An employee whose rate of pay is above the maximum of the salary grade, due to a reclassification to a lower grade, shall receive one-half ($\frac{1}{2}$) of the uniform cost of living adjustment granted by the County Board to other employees who salaries fall within their assigned grades. The employee's eligibility for step increases will not change upon the reclassification.

18.9 Salary on Demotion - Voluntary & Disciplinary

For a voluntary or disciplinary demotion, the employee's pay shall be reduced to a point within the salary range for the classification of the new (demoted) position as determined by the County Board. Employees demoted for disciplinary reasons shall, at a minimum, receive a reduction in salary in an amount equal to at least four percent (4%) of the applicable grade for the position. In no event, shall a demoted employee's rate of pay remain above the maximum of the authorized salary range of the classification to which the employee was demoted. The employee's eligibility for step increases will not change upon the demotion.

ARTICLE 19. BENEFITS FOR PART TIME EMPLOYEES

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

- A. Holidays. Part-time employees will be paid for all holidays on a pro-rated basis. Part-time employees shall be paid for a two (2) hour minimum at the rate of time and one-half (1 ½) their regular hourly rate for all time worked on a holiday at the request of their supervisor.
- B. 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.
- C. 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 20. POST RETIREMENT HEALTH CARE SAVINGS PLAN (HCSP) MN State Retirement System (MSRS)

20.1 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 Teamsters Local 320 Bargaining Unit.

- A. Employee's severance pay per Section 10. ~~12-10~~ (Sick Leave) of the Labor Agreement will be put into the HCSP (MSRS) at the time of termination of employment, or retirement.
- B. Employees who have accrued over 1,040 hours of sick leave will have fifty percent (50%) of hours over the maximum converted to cash and deposited into their HCSP. The conversion will take place once a year at year-end from the year-end balance.

ARTICLE 21. NATIONAL TEAMSTERS D.R.I.V.E.

Upon receipt of a properly executed voluntary authorization card from an employee, the County will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E.

ARTICLE 22. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Todd. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 23. DURATION

23.1 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 contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

23.2 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 the 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.

23.3 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**

TEAMSTERS LOCAL #320

~~Barb Becker~~Robert Byers, County Board Chairman Marika Oliver, Business Agent

~~Chris Pelzer~~Jacqueline Bauer, County Coordinator Union Steward

Dated: _____ Union Steward _____

Dated: _____ Union Steward _____

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APPENDIX A

Teamsters Courthouse/~~Solid Waste~~

Grade – Classification

Grade	Classification
5D	Administrative Assistant – Extension <u>Assistant II</u> Administrative Assistant – P&Z Custodian Generalist Equipment Operator <u>Generalist</u>
E6	Administrative Assistant Specialist – Veterans Deputy Recorder Lead Equipment Operator <u>Legal Assistant</u> Truck Driver
7E	Building Maintenance Technician <u>Administrative Specialist II</u> GIS Technician <u>Deputy Auditor/Treasurer</u> Legal Assistant <u>Deputy County Recorder</u> Planning & Zoning Specialist <u>Operations Technician</u> Property Tax Specialist <u>Planning & Zoning Specialist</u>
8G	Assistant Veterans Service Officer Deputy Auditor-Treasurer <u>Building Maintenance Technician</u> Office Manager, Solid Waste <u>GIS Technician</u>
9H	Deputy Assessor <u>Ditch & Ag Inspector</u> <u>GIS Specialist</u> <u>Program Coordinator</u>
10I	Ditch Inspector <u>Deputy Assessor</u> GIS Specialist Resource Conservationist Program Coordinator

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APPENDIX B

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

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

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

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