



Tuesday, February 3, 2026

BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

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.TODDCOUNTYMIN.GOV](https://www.toddcountymin.gov)

Public Comment Period: 8:45 a.m.

Agenda Item

Agenda Time:

1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:02
4	Potential Consent Items	9:03
4.1	Meeting Minutes - January 21st, 2026	
4.2	Resignation - Katherine Pittman, Administrative Specialist 02/13/2026	
4.3	Hire Social Worker - Moran Hickerson Start Date: TBD	
5	Commissioners	9:05
5.1	4th Quarter Service Awards	
6	County Auditor-Treasurer	9:15
6.1	Commissioner Warrants	
6.2	Health & Human Services Commissioner Warrants	
6.3	Health & Human Services SSIS Warrants	
6.4	All County Departmental Change & Petty Cash Funds Annual Approval	
6.5	Restrict Fund Balance for Clean Water Partnership (CWP) Loan Program	
6.6	Restrict Fund Balance for Planning & Zoning Grant Programs	
6.7	Restrict Fund Balance for Police State Aid from 2023 One-Time Distribution	
6.8	Budget Carry Over Accounts-Canine, Forfeiture and Contingency Funds	
7	Facilities	9:25
7.1	Expo Building Movable Wall	
8	County Assessor	9:30
8.1	Schedule the 2026 CBAE Date & Time	
9	Todd County Recorder	9:35
9.1	Reclassification of Generalist to Deputy County Recorder	
10	Todd County Solid Waste	9:40
10.1	CAP Grant Second Agreement	

Standing Reports

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

Recess



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Meeting Minutes Approval - January 20th, 2026	
Date of Meeting: February 3 rd , 2026		Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer			
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer			
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>			
Minutes for the following meetings are attached: January 20 th , 2026			
Options:			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: To approve the Todd County Board of Commissioner's Meeting Minutes for January 20 th , 2026 as presented.			

Additional Information:		Budgeted:	Comments
Financial Implications: \$ Funding Source(s):		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review:		Facilities Committee Review:	Finance Committee Review:
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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



*Minutes of the Meeting of the Todd County Board of Commissioners held on
January 20th, 2026*

Call to Order

The Todd County Board of Commissioners met in the Commissioner's Board Room in the City of Long Prairie, MN on the 20th day of January, 2026 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance. All Commissioners were present.

Approval of Agenda

On motion by Noska and second by Denny, the following motion was introduced and adopted by majority vote with Becker against: To adopt the agenda as presented with addition of item 4.8 Hire Human Resources Manager – Lisa Guzek and removal of item 9.1 Generalist to Deputy County Recorder transition.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for January 6th, 2026 as presented.

To approve the promotion of Patricia Fischer to fill an open Eligibility Worker position. Grade F/6, Step G, \$31.15. Start date: TBD

To approve the hire of Fernando Ramirez to fill an open Eligibility Worker position. Grade F/6, Step A, \$26.36. Start date: TBD

GAMBLING PERMIT – MIDWEST OUTDOORS UNLIMITED PRAIRIE PARTNERS CHAPTER

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Midwest Outdoors Unlimited Prairie Partners Chapter through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Midwest Outdoors Unlimited Prairie Partners Chapter to hold a raffle event at Shattuck's Hub Supper Club in Burnhamville Township at the address 30905 County 13 Burtrum, MN on March 15th, 2026.

To approve an Off Sale and On Sale 3.2 Malt Liquor License for BDKMN Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective January 5th, 2026 through March 31st, 2026.

To approve a Setup License for BDKMN Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective January 5th, 2026 through March 31st, 2026.

To approve an On Sale Wine License for BDKMN Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective January 5th, 2026 through March 31st, 2026.

To hire Lisa Guzek to fill the open Human Resources Manager Position, Grade 13/M, Step B, \$46.45/hour, Start Date TBD

Auditor-Treasurer

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404306 through 404329 in the amount of \$10,449.38 and (Regular) 59512 through 59544 in the amount of \$45,786.99 for a total of \$56,236.37.



On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 807178 through 807249 and (Regular) 713736 through 713812 for a total of \$115,437.32.

On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601900 through 601913 and (Regular) 518774 through 518798 for a total amount of \$76,070.43.

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

**TRANSFER OF FUNDS FROM GENERAL FUND TO
TODD COUNTY DEVELOPMENT CORPORATION FUND**

WHEREAS, the 2026 Budget for Todd County's support to the Todd County Development Corporation has been approved at \$104,000.00, and;

WHEREAS, a letter was received from the Todd County Development Corporation requesting for the allocation of funds from the County General Fund to be provided.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby approve the transfer of funds in the amount of \$104,000.00 from Fund 01-General Revenue to Fund 74-Todd County Development Corporation.

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

**TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE TODD WADENA
COMMUNITY CORRECTIONS FUND FOR THE 2026 ALLOCATION**

WHEREAS, the 2026 Budget for Todd County's support to Todd Wadena Community Corrections has been approved at \$664,333.00; and

WHEREAS, a letter was received from the Todd Wadena Community Corrections requesting for the allocation of funds from the General Fund to be provided;

NOW, THEREFORE BE IT RESOLVED, that The Todd County Board of Commissioners hereby approve the transfer of funds in the amount of \$664,333.00 from Fund 01-General Revenue to Fund 75-Todd Wadena Community Corrections.

Public Works

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

**ESTABLISHING SPONSORSHIP OF A TRANSPORTATION ALTERNATIVES GRANT
APPLICATION FOR STAPLES NORTHERN PACIFIC RAILWAY DEPOT 2nd FLOOR
ACCESS IMPROVEMENTS**



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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WHEREAS, the Federal Highway Administration (FHWA) and the Minnesota Department of Transportation (MnDOT) administer the Transportation Alternatives Program to fund eligible transportation projects that improve accessibility, safety and multimodal connectivity, and;

WHEREAS, the Staples Historical Society is the owner and operator of the Staples Northern Pacific Railway Depot, an active intercity passenger rail station served by Amtrak, and is submitting a Transportation Alternatives Grant application for the project entitled Staples Northern Pacific Railway Depot Second-Floor Access Improvements, and;

WHEREAS, the proposed project includes ADA-compliant and life-safety improvements that support continued public use of the Depot as a transportation facility, including stair refurbishment, construction of a new northwest stair and installation of a passenger elevator, and;

WHEREAS, under MnDOT Transportation Alternatives program requirements, an eligible local unit of government must serve as the sponsoring agency for federal transportation funding, and;

WHEREAS, Todd County is an eligible sponsoring agency and has experience administering federally funded transportation projects in compliance with MnDOT and FHWA requirements, and;

WHEREAS, Todd County has reviewed the scope of the proposed project and determined that it is eligible, appropriate, and consistent with transportation and accessibility goals within the County.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby agree to serve as the sponsoring agency for the Transportation Alternatives Grant application submitted by the Staples Historical Society for the Staples Northern Pacific Railway Depot Second-Floor Access Improvements project, and;

BE IT FURTHER RESOLVED, that Todd County agrees to enter into the necessary agreements with MnDOT and the Staples Historical Society to administer Federal Transportation Alternatives Funds, provide project oversight and ensure compliance with all applicable state and federal requirements, and;

BE IT FURTHER RESOLVED, that Todd County's sponsorship is limited to project administration and fiscal oversight, while ownership, operation, and long-term maintenance of the Depot and all project improvements shall remain the responsibility of the Staples Historical Society, as documented in its adopted maintenance resolution.

Todd County Attorney

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: Approve the 2026 Prosecution Service contracts with the Cities of Burtrum, Grey Eagle, West Union, Browerville, Clarissa, Eagle Bend and Hewitt.

Todd County Extension Office

Tony Hansen and Brenda Miller provided updates from the University of Minnesota Extension regarding their work and current programming opportunities in Todd County.

Planning & Zoning

The January 2026 Planning Commission minutes and staff reports were provided for board review and discussion.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the amendment as requested for CUP #C-20080512696 on parcel 03-0008202 to amend condition #5 to increase the capacity of the site from 14 to 22 people.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To adopt the findings of the Planning Commission and approve the preliminary plat of First Creek Addition on parcel 03-0019400 with the following conditions.

1. New accesses from the township road shall be approved by the local township prior to installation.
2. Property owners must obtain appropriate permitting as necessary from other governmental agencies including but not limited to the Sauk River Watershed District.
3. Applicant must abide by all other applicable federal, state, and local standards.

Administration

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

A RESOLUTION ESTABLISHING MINIMUM SALARY FOR ELECTED COUNTY OFFICERS

WHEREAS, the County Board of Commissioners is required to set the minimum salary for elected county officers for the next term following pursuant to the following state statutes:

County Attorney	MN State Statutes 388.18
County Auditor/Treasurer	MN State Statutes 384.151
County Recorder	MN State Statutes 386.015
County Sheriff	MN State Statutes 387.20
County Commissioner	MN State Statutes 375.055

WHEREAS, each of these elective positions are scheduled for general election on November 3, 2026 with terms of office beginning January 4, 2027.

NOW, THEREFORE BE IT RESOLVED, the minimum salaries are hereby established as follows:

County Attorney	\$100,000.00
County Auditor/Treasurer	\$75,000.00
County Recorder	\$60,000.00
County Sheriff	\$95,000.00
County Commissioner	\$36,312.00

BE IT FURTHER RESOLVED, that the Todd County Board reserves the right, as set out in the above cited statutes, to set the salary for any or all of the above offices for 2026 at whatever it deems appropriate so long as it is at or above the minimums.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the 2026 Pay Equity Compliance Report

County Auditor-Treasurer's Report

The County Auditor-Treasurer informed of all of the upcoming elections including the Osakis School District, March Township, Little Fall School District and Staples Motley School District events.



County Commissioner's Report

The County Coordinator reported attending personnel, paycom, interviews, wellness and department head meetings.

County Commissioner's Report

The Commissioners reported on meetings and events attended.

Commissioner Becker attended meetings including the Rainbow Rider and West Central Regional Juvenile Center.

Commissioner Denny has attended meetings including Ag Society, Personnel and Department Head.

Commissioner Noska has attended meetings including TCDC and TWCC.

Commissioner Byers attended meetings including SWCD, TCDC, HR Interviews, Personnel, Park Board and Department Head.

Commissioner Neumann attended meetings including the Solid Waste, Rainbow Rider, HR Interviews and Park Board.

Adjourn

On motion by Becker and second by Denny, the meeting was adjourned for the month of January 2026.

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
ASSOC OF MN COUNTIES	\$ 2,013.00
MACQUEEN	\$ 2,717.32
SHI CORP	\$ 13,174.86
SUMMIT COMPANIES	\$ 4,680.00
TRAFERA LLC	\$ 11,100.00
52 PAYMENTS LESS THAN 2000	\$ 22,551.19
Total:	\$ 56,236.37

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
MCCC, MI33	\$ 10,993.33
METRO SALES INC	\$ 2,729.52
11 PAYMENTS LESS THAN 2000	\$ 4,902.25
ASSOC OF MN COUNTIES	\$ 5,345.00
CENTRAL MN COUNCIL ON AGING	\$ 2,610.00
CHILDREN YOUTH & FAMILIES DEPT	\$ 2,602.46
FRESHWATER EDUCATION DISTRICT 6004	\$ 16,955.00
VENDOR #4106	\$ 2,474.50
VENDOR #17094	\$ 5,614.80
RURAL MN CEP INC	\$ 8,944.00
TODD COUNTY SHERIFF'S OFFICE	\$ 2,553.13
128 PAYMENTS LESS THAN 2000	\$ 49,713.33
Total:	\$ 115,437.32

VENDOR NAME	AMOUNT
HEARTLAND GIRLS RANCH	\$ 33,417.69



WHERE THE FOREST MEETS THE PRAIRIE

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J & J HOLMES INC	\$ 7,340.88
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 2,430.85
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 3,597.86
# 15442	\$ 2,365.92
STEP	\$ 4,496.96
# 16359	\$ 2,242.54
32 PAYMENTS LESS THAN 2000	\$ 20,177.73
Total:	\$ 76,070.43



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
		(Issued by Auditor/Treasurer Office) 20260203-02	
Agenda Topic Title for Publication:		Resignation - Katherine Pittman	
Date of Meeting: 02/03/2026		Agenda Time Requested: 5 minutes	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Assessor's Office			
Person Presenting Topic at Meeting: Chris Odden			
Background: Supporting Documentation enclosed <input type="checkbox"/>			
Katherine Pittman has resigned from her position as Administrative Specialist, effective February 13 th , 2026.			
Options:			
1. Approve the resignation of Katherine Pittman, effective February 13 th , 2026. 2. Do not approve the resignation.			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: Approve the resignation of Katherine Pittman, Administrative Specialist, effective February 13th, 2026.			

Additional Information:		Budgeted:	Comments
Financial Implications: \$ NA		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Funding Source(s):			
Attorney Legal Review:	Facilities Committee Review:	Finance Committee Review:	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:		Voting in Favor	Voting Against
Motion:		<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:		<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed	<input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed		<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled		<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:		Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Hire Social Worker - Morgan Hickerson	
Date of Meeting: 2/3/2026		Agenda Time Requested: 5 min	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Health & Human Services			
Person Presenting Topic at Meeting: Jackie Och (consent item)			
Background: Supporting Documentation enclosed <input type="checkbox"/>			
An open Social Worker position exists within the Adult Services Unit. Internal interviews were conducted and it is recommended to hire Morgan Hickerson to fill the open position. Grade I/9 Step C \$35.10. Start Date: TBD.			
Options:			
1. To approve the hire of Morgan Hickerson to fill the open Social Worker position. Grade I/9 Step C \$35.10. Start Date: TBD.			
2. Not approve.			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion:			
To approve the hire of Morgan Hickerson to fill the open Social Worker position. Grade I/9 Step C \$35.10. Start Date: TBD.			

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 35.10 Grade I/9 Step C	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): 21 - Social Services		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		4th Quarter Service Awards	
Date of Meeting: February 3, 2026		Agenda Time Requested: 10 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Commissioners			
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator			
Background: Supporting Documentation enclosed <input type="checkbox"/>			
The Todd County Board of Commissioners recognizes that County employees are our most valuable asset and would like to recognize staff for their years of service. 4 th Quarter 2025 Service Awards will be presented.			
Options:			
Recommendation: The Todd County Board of Commissioners approves the following by Motion:			

Additional Information:		Budgeted:	Comments
Financial Implications: \$		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Funding Source(s):			
Attorney Legal Review:	Facilities Committee Review:	Finance Committee Review:	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
		(Issued by Auditor/Treasurer Office) 20260203-05	
Agenda Topic Title for Publication:		Approve Commissioner Warrants	
Date of Meeting: February 3 rd , 2026		Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer			
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer			
Background: <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/> 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) 404330 through 404349 in the amount of \$64,416.87 and (Regular) 59545 through 59571 in the amount of \$62,887.44 for a total of \$127,304.31.			

Additional Information:		Budgeted:	Comments
Financial Implications: \$ Funding Source(s):		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:		Voting in Favor	Voting Against
Motion:		<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:		<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed	<input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed		<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled		<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

RACHEL

1/30/26 3:06PM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****

WARRANTS FOR PUBLICATION

Warrants Approved On 2/03/2026 For Payment 2/06/2026



Page 2

<u>Vendor Name</u>	<u>Amount</u>
CARGILL SALT DIVISION	50,554.83
KRIS ENGINEERING INC	4,709.36
LONG PRAIRIE LEADER	8,405.00
MACQUEEN	19,987.30
POMP'S TIRE SERVICE INC	6,190.80
SHI CORP	5,171.40
TRAFERA LLC	13,950.00
40 Payments less than 2000	18,335.62
Final Total:	127,304.31



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
		(Issued by Auditor/Treasurer Office) 20260203-06	
Agenda Topic Title for Publication:		Health & Human Services Commissioner Warrants	
Date of Meeting: February 3 rd , 2026		Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer			
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer			
Background: <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/> 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) 807250 through 807275 and (Regular) 713813 through 713847 for a total of \$53,174.56			

Additional Information:		Budgeted:	Comments
Financial Implications: \$		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):			
Attorney Legal Review:	Facilities Committee Review:	Finance Committee Review:	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:		Voting in Favor	Voting Against
Motion:		<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:		<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed	<input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed		<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled		<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

HANNAH

1/28/26 9:59AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****

WARRANTS FOR PUBLICATION

Warrants Approved On 2/03/2026 For Payment 2/06/2026



Page 2

<u>Vendor Name</u>	<u>Amount</u>
DHS - SWIFT	2,930.96
RONALD MCDONALD HOUSE - UPPER MIE	4,380.00
SCHULLER FAMILY FUNERAL HOMES	3,500.00
TCSS MH INITIATIVE FLEX FUND	3,637.52
TODD COUNTY ATTORNEY'S OFFICE	2,025.00
TRAFERA LLC	10,600.00
47 Payments less than 2000	19,820.15
Final Total:	46,893.63

ADRIANA

1/28/26 1:57PM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****

WARRANTS FOR PUBLICATION

Warrants Approved On 2/03/2026 For Payment 2/06/2026



Page 2

<u>Vendor Name</u>	<u>Amount</u>
J YbXcf, % \$) \$	2,205.00
USDA-RD	2,538.14
6 Payments less than 2000	1,537.79
Final Total:	6,280.93



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Health & Human Services SSIS Warrants	
Date of Meeting: February 3 rd , 2026		Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer			
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer			
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/> 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) 601914 through 601920 and (Regular) 518799 through 518818 for a total amount of \$118,199.51.			

Additional Information:		Budgeted:	Comments
Financial Implications: \$ Funding Source(s):		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:		Voting in Favor	Voting Against
Motion:		<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:		<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed	<input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed		<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled		<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

Warrants for Publication

Payment Date:

2/6/2026

Approval Date:

2/3/2026

Vendor name or

Amount

COMMUNITY AND FAMILY SRVS LLC	2516.25
DHS - MOOSE LAKE RTC - 462	2844.25
DHS - MSOP - MN SEX OFFENDER PROG - 462	4929.00
GREATER MN FAMILY SRVS INC	3616.12
MERIDIAN SERVICES INC	2211.48
MINNEAPOLIS FORENSIC PSYCHOLOGICAL SERVICES LLC	3375.00
NEXUS - KINDRED FAMILY HEALING	2295.40
NORTH HOMES CHILDREN & FAMILY SRVS	24640.98
NORTHERN PINES MENTAL HLTH CTR INC	13212.68
PORT GROUP HOMES	7248.12
PRAIRIE LAKES YOUTH PROGRAMS	13950.00
VILLAGE RANCH INC	24341.51
WEST CENTRAL REG JUVENILE CTR	7798.00
	\$5,220.72 14 Pymts less than \$2000

Final Total

\$118,199.51



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):	Board Action Tracking Number :
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other

(Issued by Auditor/Treasurer Office)

20260203-08

Agenda Topic Title for Publication:	All County Departmental Change & Petty Cash Funds Annual Approval
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Date of Meeting: February 3 rd , 2026	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
--	----------------------------------	---

Organization / Department Requesting Action: Auditor-Treasurer

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

Background: *Supporting Documentation enclosed*

In order to remain in compliance with State Auditing Standards & Statutes, it is recommended to approve annually the Change & Petty Cash Funds across all County Departments. The attached resolution is reaffirming the petty cash & change funds, with the elimination of the GIS designation and transferring those dollars to the Recorder-Main Drawer.

Options:**Recommendation:**

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

To adopt the attached resolution for the Approval of All County Departmental Change & Petty Cash Funds.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		

Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
--	--	---

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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APPROVAL OF ALL COUNTY DEPARTMENTAL CHANGE & PETTY CASH FUNDS

WHEREAS, there are multiple petty cash & change funds in various departments across the county, and;

WHEREAS, State Auditing Standards & Statutes require board approval when modifications are requested and to annually confirm/reaffirm all county departmental change & petty cash funds,

NOW, THEREFORE BE IT RESOLVED, to approve the petty cash & change funds for the various departments for immediate implementation as per the attached list to be filed in the Auditor-Treasurer's Office.

Todd County Departmental Change Funds FY 2026

Fund#	Object#	Department	Purpose	Type	Amount
1	1008	Recorder	Refund Ckg Acct	Change	\$200.00
1	1026	Recorder	Driver's License-Drawer	Change	\$300.00
1	1012	Recorder	Direct Deposit Ckg Acct	Change	\$1,000.00
1	1007	Recorder	Recorder Main-Drawer	Change	\$330.00
1	1005	Auditor-Treasurer	Main Drawer	Change	\$1,000.00
1	1005	Auditor-Treasurer	ORA Ckg Account	Change	\$1,000.00
1	1005	Auditor-Treasurer	Payroll Ckg Account	Change	\$250.00
21	1005	Public Health	Drawer #1	Change	\$50.00
21	1005	Public Health	Drawer #2	Change	\$20.00
1	1019	Planning and Zoning	Main Drawer	Change	\$50.00
51	1010	Solid Waste Enterprise	Main Drawer	Change	\$300.00
51	1022	Solid Waste Enterprise	Solid Waste Ckg Acct	Change	\$100.00
1	1018	GIS-Dept	Main Drawer	Change	\$30.00
3	1005	Public Works	Main Drawer	Change	\$400.00
3	1006	Public Works	Postage, etc.	Petty Cash	\$75.00
1	1027	Assessor	Main Drawer	Change	\$20.00
11	1005	Social Services	Main Drawer	Change	\$100.00
1	1017	County Sheriff	Main Drawer	Change	\$150.00
1	1025	Veterans Service	Postage, etc.	Petty Cash	\$30.00

TOTAL **\$5,375.00**

*Todd Soil & Water Agency (NOT COUNTY FUNDS) \$20.00



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):	Board Action Tracking Number :
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other

(Issued by Auditor/Treasurer Office)

20260203-09

Agenda Topic Title for Publication:	Restrict Fund Balance for Clean Water Partnership (CWP) Loan Program
--	---

Date of Meeting: February 3 rd , 2026	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
--	----------------------------------	---

Organization / Department Requesting Action: Auditor/Treasurer & Planning & Zoning

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

Background: *Supporting Documentation enclosed*

In February 2020 and November 2023, the County Board authorized the Planning & Zoning department to apply for Clean Water Partnership Loans for septic systems. The loan application fees, principal & interest are collected and held in the General Fund (01-613). Beginning in FY2021, the County Board established a Restricted Fund Balance for the CWP Loan Program. Per auditing standards, this restricted balance should be updated annually. The FYE 2025 balance is \$137,844.69. These funds are to be collected and held to supply for the loan repayment to MPCA.

Options:

- 1. To adopt the attached resolution**
- 2. Do not adopt the attached resolution**

Recommendation:

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

To adopt the attached resolution to Restrict Fund Balance for Clean Water Partnership (CWP) Loan Program.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 137,844.69	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): 01-613		

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:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal



A RESOLUTION RESTRICTING FUND BALANCE FOR CLEAN WATER PARTNERSHIP (CWP) LOAN PROGRAM

WHEREAS, the Todd County Board of Commissioners on February 4, 2020 (Board Tracking # 20200204-18) and again on November 7, 2023 (Board Tracking #20231107-26) approved for the Todd County Planning and Zoning Department to apply for a Clean Water Partnership Loans for septic systems via the MPCA and;

WHEREAS, Planning and Zoning has been awarded both of these Clean Water Partnership Loan applications, and;

WHEREAS, beginning in FY2021 the Todd County Board of Commissioners established a Restricted Fund Balance for the Clean Water Partnership Program and has updated the restricted balance annually, and;

WHEREAS, Planning and Zoning collects application fees, annual principal and interest to supply for the loan repayment to MPCA and;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby authorize the County Auditor/Treasurer to update the Restricted Fund Balance for the Clean Water Partnership (CWP) Loan Program account in Fund 01-613 with a balance of \$137,844.69 as of 12-31-2025.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Restrict Fund Balance for Planning & Zoning Grant Programs	
Date of Meeting: February 3, 2026		Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor/Treasurer & P&Z			
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer			
Background: <i>Supporting Documentation enclosed</i> <input type="checkbox"/>			
The Planning & Zoning Grant revenues arrive prior to the year of planned activity. State Auditors recommendation is to approve by resolution a restricted fund balance on an annual basis for transparent financial reporting.			
The balance of these grants as of 12/31/2025 is \$96,264.45.			
Options:			
1. To adopt the attached resolution			
2. Do not adopt the attached resolution			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion:			
To adopt the attached resolution to Restrict Fund Balance for Planning & Zoning Grant Programs.			

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 96,264.45	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): 01-105		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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RESTRICT FUND BALANCE FOR PLANNING & ZONING GRANT PROGRAMS

WHEREAS, the Planning & Zoning Grant Revenues arrive prior to the year of planned activity, and;

WHEREAS, State Auditors recommendation is to approve by resolution a restricted fund balance on an annual basis for transparent financial reporting, and;

WHEREAS, the balance of the Planning & Zoning Grant Programs as of 12-31-2025 is \$96,264.45.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby authorize the County Auditor/Treasurer to Restrict Fund Balance for the Planning & Zoning Grant Programs for fiscal year ending 2025 per the attached list.



PLANNING & ZONING
215 1st Avenue South, Suite 103
Long Prairie, MN 56347
Phone: 320-732-4420 Fax: 320-732-4803

Todd County Planning and Zoning Restricted Funds for Year ending 12/31/2025

FY2026 County Riparian AID	\$27,000.00	01-105-531
FY2026 NRBG Shoreland Grant	\$4,933.00	01-105-552
FY2026 NRBG SSTS Grant	\$21,200.00	01-105-553
FY2026 NRBG Septic Upgrade Grant	\$28,754.00	01-105-553-0101
FY2025 NRBG Septic Upgrade Grant	\$14,377.45	01-105-553-0101

The balances listed above are the remaining cash balance of those grant funds ending 12/31/2025.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):	Board Action Tracking Number :
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other

(Issued by Auditor/Treasurer Office)

20260203-11

Agenda Topic Title for Publication:	Restrict Fund Balance for Police State Aid from 2023 One-Time Distribution	
Date of Meeting: February 3, 2026	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor/Treasurer & Sheriff		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		

Background: *Supporting Documentation enclosed*

The 2023 omnibus tax bill included \$210 million in one-time public safety aid that was distributed on 12/26/2023 to cities and counties across the state. Todd County received \$712,941.00 from this one-time distribution. The omnibus bill also provided stipulations regarding allowable uses for this one-time funding. In March 2024, a Restricted Fund was established to carry forward the balance of the funds from FY2023.

State Auditors recommendation is to approve by resolution a restricted fund balance on an annual basis for transparent financial reporting. The balance of this fund as of 12-31-2025 is \$545,138.97.

Options:

- 1. To adopt the attached resolution**
- 2. Do not adopt the attached resolution**

Recommendation:

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

To adopt the attached resolution to Restrict Fund Balance for the Police State Aid 2023 One-Time Distribution.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 545,138.97		
Funding Source(s): 01-201	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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



RESTRICT FUND BALANCE FOR THE POLICE STATE AID 2023 ONE-TIME DISTRIBUTION

WHEREAS, the 2023 omnibus tax bill included \$210 million in one-time public safety aid that was distributed on 12/26/2023 to cities and counties across the state, and;

WHEREAS, Todd County received \$712,941.00 from this one-time distribution, and;

WHEREAS, the omnibus bill provided stipulations regarding allowable uses for this one-time funding and;

WHEREAS, on March 19, 2024, the County Board established a Restricted Fund Balance to carry forward these funds from FY2023 until allowable projects can be identified, and;

WHEREAS, the balance of this account is \$545,138.97 as of 12-31-2025.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby authorize the County Auditor/Treasurer to Restrict Fund Balance for the Police State Aid 2023 One-Time Distribution for the fiscal year ending 2025 with a balance of \$545,138.97.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):	Board Action Tracking Number :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other

(Issued by Auditor/Treasurer Office)

20260203-12

Agenda Topic Title for Publication:	Budget Carry Over Accounts-Canine, Forfeiture and Contingency Funds	
Date of Meeting: February 3, 2026	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda

Organization / Department Requesting Action: Auditor/Treasurer & Sheriff

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

Background: *Supporting Documentation enclosed*

The balance of accounts for the Canine, Contingency and Forfeiture for the Sheriff's department are tracked on a continual basis and require board approval to carry over the YE2025 balance into the new financial year.

State Auditor recommendation is to approve the balance annually for transparent financial reporting.

Options:

- 1. Approve the attached Budget Request Form for Carry Over of TCSO accounts.**
- 2. Do not approve the attached Budget Request Form.**

Recommendation:

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

To approve the attached Budget Request Form for Carry Over of TCSO YE2025 account balances for Canine, Forfeiture and Contingency funds for a total of \$104,694.95.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 104,694.95	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Budget Request Form

Action Requested: (select one) Budget Amendment (Complete Section A) Carryover (Complete Section A) Purchase (Complete Section B)**County Department: Sheriff's Office**

Section A:	Budget Year: 2025 Carryover to Budget Year: 2026 these		
Transfer from (Description)	Amount	Transfer to (Description)	
01-204-000-0000-6455 (Canine)	\$ 63,063.90	01-204-000-0000-6455 (Canine)	
01-204-000-0000-6461 (Forfeiture Funds)	\$ 38,334.91	01-204-000-0000-6461 (Forfeiture Funds)	
01-207-000-0000-6356 (Contingency Funds)	\$ 3296.14	01-207-000-0000-6356 (Contingency Funds)	
- - - - ()	\$	- - - - ()	
- - - - ()	\$	- - - - ()	
Total:	\$104,694.95		

Section B:

Purchase Line Item (Description)	Amount	Vendor
- - - - ()	\$	
- - - - ()	\$	
- - - - ()	\$	
- - - - ()	\$	
- - - - ()	\$	
Total	\$	

Purpose and/or Description of Purchase, Documentation of Bid Process *Supporting Documentation enclosed*

These accounts contain committed funds that are received from the Sheriff's Office Canine, Forfeiture and Contingency Funds.

<i>Budget Request Authorization</i>		<i>Signature</i>	<i>Date</i>
Finance Committee Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		
Department Head: Sheriff Mike Allen	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Mike M</i>	01/28/2026
County Auditor-Treasurer	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Denise Laiden</i>	1/29/26
Board Chairperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied		



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 :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Expo Building Movable Wall	
Date of Meeting: 2/3/2026		Agenda Time Requested: 5 mins	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Facilities Department			
Person Presenting Topic at Meeting: Mitch Johnson			
Background: <i>Supporting Documentation enclosed</i> <input type="checkbox"/>			
The Expo building movable on the west end is in need of replacement. A bid was submitted by Eagle Fabricating to remove and build a new wall for a cost of \$18,875.			
Options:			
1) Approve the bid from Eagle Fabricating to replace the movable wall in the Expo building for a total cost of \$18,875			
2) Do not approve request			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: Approve the bid from Eagle Fabricating to replace the movable wall in the Expo building for a total cost of \$18,875.			

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 18,875	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): 111-6601		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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



EAGLE **FABRICATING**

CUSTOM WELDING & FABRICATING

Aluminum & Stainless Steel • Portable Welding
Commercial • Residential & Farm

Sold To Todd County,
Address _____
City, State, Zip _____

Proposal

13265 County Road 33 • Grey Eagle, MN 56336
Phone 320-285-2700 • 320-492-6300

1 Corinthians 15:1-4

Customer Order No.		Date	
Terms	<input type="checkbox"/> Cash <input type="checkbox"/> C.O.D. <input type="checkbox"/> Charge <input type="checkbox"/> On Acct.		
Salesman	F.O.B.		



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 :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Schedule the 2026 CBAE Date & Time	
Date of Meeting: 02/03/2026		Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Assessor's Office			
Person Presenting Topic at Meeting: Chris Odden			
Background: <i>Supporting Documentation enclosed</i> <input type="checkbox"/>			
MN Statute 274.14 states that the County Board of Appeal & Equalization must meet after the second Friday in June and may not meet after June 30 th . This must be an evening meeting and cannot end prior to 7:00pm.			
Options:			
Schedule the 2026 County Board of Appeal & Equalization meeting for one of the following dates: June 15th, 16th, 17th, or 18th.			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: The 2026 Todd County Board of Appeal & Equalization will be held on June ____; commencing at 6:00pm and not ending before 7:00pm.			

Additional Information:		Budgeted:	Comments
Financial Implications: \$ NA Funding Source(s):		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:		Voting in Favor	Voting Against
Motion:		<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:		<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed	<input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed		<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled		<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:		Notes:	

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Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Reclassification of Generalist to Deputy County Recorder	
Date of Meeting: 2/3/2026		Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Recorder's Office			
Person Presenting Topic at Meeting: Kim Bosl, Todd County Recorder			
Background: Supporting Documentation enclosed <input type="checkbox"/>			
The Todd County Board of Commissioners on Nov. 4, 2025 approved the organizational chart to be updated to reflect the Generalist Position be solely under the Todd County Recorder's Office. On that same day, I had discussion in work session to discuss the Generalist position to be reclassified as a Deputy Recorder based on the current job duties, therefore eliminating the Generalist position.			
Options:			
Accept the Reclassification of Employee Number 748 as Deputy Recorder			
Not Accept the Reclassification of Employee Number 748 as Deputy Recorder			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: Accept the reclassification of Employee Number 748 to be Deputy County Recorder and eliminate the position of Generalist effective pay period beginning February 8, 2026.			

Additional Information:		Budgeted:	Comments
Financial Implications: \$ 3,077.73 Funding Source(s): 01-109 Recorder		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Revenue and workload for my office has continually increased, last year we received 17% more revenue than projected (additional \$28,008.00). Office is very busy for 3 staff members. I had budgeted in July 2025 forward to hire a Chief Deputy Recorder, which was not pursued. Also, additional funds for said Chief Deputy Recorder position was submitted in my 2026 budget. Therefore, sufficient funds are reserved to cover this \$3,077.73 financial implication.
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

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COUNTY OF TODD}

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Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item		<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	
Agenda Topic Title for Publication:		CAP Grant Second Agreement	
Date of Meeting: February 3, 2026		Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Solid Waste			
Person Presenting Topic at Meeting: Mike Eberle and/or Chris McConn			
Background: <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/>			
The Solid Waste CAP Grant funded project received two grants from the Legislature. The first was \$4 million through state bonding. The County executed a grant agreement for this and has spent all of the money. The second grant is for \$2.795 million. The project is substantially complete, but we have not received any funds from the second grant. In December we received a draft of the grant agreement and provided comments. Attached is revised grant agreement received in January 2026. Staff have reviewed the grant agreement and find it accurate.			
Options:			
1. Authorize staff to execute grant agreement for \$2.795 million via Docusign.			
2. Do not authorize staff to execute grant agreement for \$2.795 million.			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: Authorize solid waste staff to execute grant agreement for \$2.795 million via Docusign.			

Additional Information:		Budgeted:	Comments
Financial Implications: <i>\$ 2.795 million</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): this is revenue			
Attorney Legal Review:	Facilities Committee Review:	Finance Committee Review:	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Auditor/Treasurer Archival Purposes Only:

Action Taken:		Voting in Favor	Voting Against
Motion:		<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:		<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed	<input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed		<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled		<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:		Notes:	

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Seal

General Fund

Grant Agreement – Construction Grant for the Todd County Transfer Station and Household Hazardous Waste Facility Project under the Capital Assistance Program (CAP)

TABLE OF CONTENTS

RECITALS	3
Article I - Definitions.....	3
Section 1.01 Defined Terms.....	3
Article II - GRANT.....	5
Section 2.01 Grant of Monies	5
Section 2.02 Use of Grant Proceeds.....	5
Section 2.03 Operation of the Real Property and Facility.....	5
Section 2.04 Grant Recipient Representations and Warranties.....	6
Section 2.05 Event(s) of Default.....	8
Section 2.06 Remedies	9
Section 2.07 Notification of Event of Default.....	9
Section 2.08 Term of Grant Agreement.....	9
Section 2.09 Modification and/or Early Termination of Grant.....	10
Section 2.10 Effect of Event of Default	10
Section 2.11 Excess Funds	11
Article III - USE AND SALE.....	11
Section 3.01 Use Contracts	11
Section 3.02 Sale	11
Section 3.03 Proceeds of a Sale	12
Article IV - DISBURSEMENT OF GRANT PROCEEDS.....	13
Section 4.01 The Advances	13
Section 4.02 Draw Requisitions	13
Section 4.03 Additional Funds from Grant Recipient.....	14
Section 4.04 Conditions Precedent to Any Advance	14
Section 4.05 Construction Inspections	16
Article V - MISCELLANEOUS	17
Section 5.01 Insurance	17
Section 5.02 Condemnation	17
Section 5.03 Use, Maintenance, Repair and Alterations.....	18
Section 5.04 Records Keeping and Reporting	19
Section 5.05 Inspection of Facility After Completion	19
Section 5.06 Data Practices	19
Section 5.07 Non-Discrimination.....	19
Section 5.08 Worker's Compensation.....	19
Section 5.09 Antitrust Claims	19
Section 5.10 Review of Plans and Cost Estimates	19
Section 5.11 Prevailing Wages.....	21
Section 5.12 Liability	21
Section 5.13 Indemnification by the Grant Recipient	21

Section 5.14	Relationship of the Parties.....	22
Section 5.15	Notices.....	23
Section 5.16	Binding Effect and Assignment or Modification	23
Section 5.17	Waiver	23
Section 5.18	Entire Agreement	24
Section 5.19	Choice of Law and Venue.....	24
Section 5.20	Severability.....	24
Section 5.21	Time of Essence	24
Section 5.22	Counterparts	24
Section 5.23	Matching Funds.....	24
Section 5.24	Source and Use of Funds.....	24
Section 5.25	Project Completion Schedule.....	25
Section 5.26	Third-Party Beneficiary.....	25
Section 5.27	Applicability to Real Property and Facility.....	26
Section 5.28	E-Verification.....	26
Section 5.29	Additional Requirements.....	26
Attachment I - DECLARATION		1
Attachment II - LEGAL DESCRIPTION OF REAL PROPERTY.....		3
Attachment III - SOURCE AND USE OF FUNDS FOR THE PROJECT		4

General Fund

Grant Agreement - Construction Grant for the Todd County Transfer Station and Household Hazardous Waste Facility Project

THIS AGREEMENT shall be effective as of **January 20, 2026**, and is between **Todd County** (the “Grant Recipient”), and the **Minnesota Pollution Control Agency** (the “State Entity”).

RECITALS

A. Under the provisions contained in Laws 2023, Ch. 71, Article 1, Sec. 3, Subd. 5, the State of Minnesota has allocated **\$2,795,000**, which is to be given to the Grant Recipient as a grant to *design, construct, and equip a new solid waste transfer station and household hazardous waste facility*.

B. The monies allocated to fund the grant to the Grant Recipient are appropriated money from the State of Minnesota’s general fund; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I - Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the **Todd County Transfer Station and Household Hazardous Waste Facility Project**.

“Architect”, if any – means **Stantec**, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means **December 2026**, the date of projected completion of the Project as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that the Grant Recipient’s interest in the Real Property and, if applicable, the Facility is subject to the provisions of this Agreement.

“Draw Requisition” - means a draw requisition that the Grant Recipient, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 4.02.

“Event of Default” - means those events delineated in Section 2.05.

“Facility”, if applicable, - means **Transfer station and household hazardous waste facility**, which is located, or will be constructed and located, on the Real Property.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of **\$2,795,000**.

“Grant Recipient” - means **Todd County**.

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Project” - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

“Real Property” - means the real property located in the County of **Todd**, State of Minnesota, legally described in **Attachment II**.

“State Entity” - means the Minnesota Pollution Control Agency.

“Use Contract” - means a lease, management contract or other similar contract between Grant Recipient and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

“Usee” - means any entity with which the Grant Recipient contracts under a Use Contract.

“Useful Life of the Real Property and, if applicable, the Facility” – means the term set forth in Section 2.04.T. of this Agreement.

Article II - GRANT

Section 2.01 Grant of Monies. The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan.

Section 2.02 Use of Grant Proceeds. The Grant Recipient shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property;
- Acquisition of a leasehold interest in the Real Property;
- Acquisition of an easement on the Real Property;
- Improvement of the Real Property;
- Acquisition of the Facility;
- Improvement of the Facility;
- Renovation or rehabilitation of the Facility;
- Construction of the Facility.

Section 2.03 Operation of the Real Property and Facility. The Grant Recipient shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, as *a solid waste transfer station serving an existing resource recovery facility as part of a joint powers agreement between Becker, Clay, Otter Tail, Todd, and Wadena Counties*, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Uses to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must fully comply with all of the provisions contained in Section 3.01. The Grant Recipient shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

Section 2.04 Grant Recipient Representations and Warranties. The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

- A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grant Recipient enforceable against the Grant Recipient in accordance with their respective terms.
- C. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.
- D. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.
- E. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.
- F. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.
- G. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- H. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.
- I. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.
- J. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

K. It will operate, maintain, and manage the Real Property and, if applicable, the Facility in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

L. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property:

Fee simple ownership of the Real Property.

A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:
_____.)

An easement for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility:

Fee simple ownership of the Real Property.

A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:
_____.)

Not applicable because there is no Facility.

and such interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

M. It will fully enforce the terms and conditions contained in any Use Contract.

N. It has complied with the matching funds requirement, if any, contained in Section 5.23.

O. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

P. The Project will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely on the Real Property.

Q. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Project.

R. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity.

S. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

T. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

U. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

Section 2.05 Event(s) of Default. The following events shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement upon the State Entity giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity, constitute an Event

of Default under this Agreement immediately upon the State Entity giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grant Recipient fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

C. Either the State Entity or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Management and Budget would otherwise possess.

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

Section 2.08 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and

effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the State Entity shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.09 Modification and/or Early Termination of Grant. If the Project is not started on or before December 31, 2027, or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Grant Recipient's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Management and Budget in compliance with the provisions contained in Section 3.03. Upon such termination the State Entity shall execute and deliver to the Grant Recipient such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

Section 2.10 Effect of Event of Default. If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that shall be due to the Commissioner of Management and Budget under Section 3.03 and against any amount that becomes due and payable because of any other Event of Default.

Section 2.11 Excess Funds. If the full amount of the Grant and any matching funds referred to in Section 5.23 are not needed to complete the Project, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

Article III - USE AND SALE

Section 3.01 Use Contracts. Each and every Use Contract that the Grant Recipient enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Grant Recipient, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Grant Recipient that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must allow for termination by the Grant Recipient in the event of a default thereunder by the Usee, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

F. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

G. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Usee to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, Subd. 1, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 Sale. The Grant Recipient shall not sell any part of its ownership interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

- A. The Grant Recipient determines, by official action, that it is no longer usable or needed as *advanced recycling and processing with the ability to process raw incoming municipal solid waste with the capability to switch over to processing single sort recycling.*
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. Written notice of such proposed sale has been supplied to both the State Entity and the Commissioner of Management and Budget at least 30 days prior thereto.

The acquisition of the Grant Recipient's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Grant Recipient's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.03.

Section 3.03 Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

- A. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.
- B. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.
- C. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

Article IV - DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Grant Recipient from time to time in an aggregate total amount equal to the amount of the Grant. Provided, however, in accordance with the provisions contained in Section 2.08, the State Entity's obligation to make Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.23 that have been disbursed)

Formula #2

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 Draw Requisitions. Whenever the Grant Recipient desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Grant Recipient shall submit to the State Entity a Draw Requisition duly executed on behalf of the Grant Recipient or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Grant Recipient and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Project site in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Project site will be made by the State Entity unless the Grant Recipient shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grant Recipient shall submit to the State Entity such supporting evidence as may be requested

by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before substantial completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Project and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grant Recipient shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Grant Recipient has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Grant Recipient.

Section 4.03 Additional Funds from Grant Recipient. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice thereof to the Grant Recipient specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grant Recipient agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 4.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grant Recipient.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has sufficient funds to fully and completely pay for the entire Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 5.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Grant Recipient currently possesses or will use the Grant to acquire the ownership interest delineated in Section 2.04.L.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and have been duly approved by the applicable municipal or governmental authorities having jurisdiction.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Project substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all

laborers and materialmen who worked on the Project or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the policies of insurance required under Section 5.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 5.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 5.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 5.10.C have received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 5.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 4.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 4.05 Construction Inspections. The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Project, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State

Entity and the Inspecting Engineer may conduct such inspections of the Project as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

Article V - MISCELLANEOUS

Section 5.01 Insurance. The Grant Recipient shall maintain or cause to be maintained builders risk insurance and fire and extended coverage insurance on the Facility, if such exists, in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Facility, if such exists, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property and the damaged Facility, if such exists, in accordance with the provisions contained in Section 3.02. If the Grant Recipient elects to only partially repair such damage, then the portion of the insurance proceeds which are not used for such repair shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and Facility, if such exists, had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and Facility, if such exists. If the Grant Recipient elects to sell its interest in the Real Property and the damaged Facility, if such exists, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Grant Recipient all insurance proceeds it receives so that the Grant Recipient can comply with the requirements that this Section 5.01 imposes upon the Grant Recipient as to the use of such insurance proceeds.

If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Grant Recipient shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

Section 5.02 Condemnation. If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grant Recipient to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide

or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and, if applicable, the Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility. If the Grant Recipient elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 5.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

Section 5.03. Use, Maintenance, Repair and Alterations. The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Grant Recipient: (i) shall keep the Real Property and, if applicable, the Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, written consent of the State Entity, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facility, if applicable, (iii) shall not do any act or thing which would unduly impair or depreciate the value of the Real Property and, if applicable, the Facility, (iv) shall not abandon the Real Property and, if applicable, the Facility, (v) shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (vi) shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property and, if applicable, the Facility, or any part thereof, or requiring any alterations or improvements thereto, (vii) shall not commit or permit any waste or deterioration of the Real Property and, if applicable, the Facility, (viii) shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (ix) shall comply with the provisions of any lease if the Grant Recipient's interest in the Real Property and, if applicable, the Facility, is a leasehold interest, (x) shall comply with the provisions of any condominium documents if the Real Property and, if applicable, the Facility, is part of a condominium regime, (xi) shall not remove any fixtures or personal property from the Real Property and, if applicable, the Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xii) shall not commit, suffer or permit any act to be done in or upon the Real Property and, if applicable, the Facility, in violation of any law, ordinance or regulation.

Section 5.04 Records Keeping and Reporting. The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

Section 5.05 Inspection of Facility After Completion. Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

Section 5.06 Data Practices. The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.07 Non-Discrimination. The Grant Recipient agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.08 Worker's Compensation. The Grant Recipient agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

Section 5.09 Antitrust Claims. The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.10 Review of Plans and Cost Estimates. The Grant Recipient agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grant Recipient shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grant Recipient shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grant Recipient must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 5.10.C.

E. The program plan and cost estimates referred to in Section 5.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 5.10.B and the program plan and cost estimates referred to in Section 5.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota

House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) completed in accordance with the program plan and cost estimates referred to in Section 5.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 5.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 5.10.C.

Provided, however, the provisions and requirements contained in this Section 5.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 5.11 Prevailing Wages. The Grant Recipient agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property and, if applicable, Facility as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to the Project or to the operation of the Real Property and, if applicable, Facility.

Section 5.12 Liability. The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 5.13, is governed by the provisions contained in such Chapter 466.

Section 5.13 Indemnification by the Grant Recipient. The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at

any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any Usee, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06.

The Grant Recipient's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grant Recipient, or subject to any exclusions from coverage in any insurance policy.

Section 5.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, nor shall the Grant Recipient be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:

Todd County
215 1st Avenue, South
Long Prairie, MN 56347
Attention: Mr. Chris McConn, Solid Waste Director

To the State Entity at:

Minnesota Pollution Control Agency
520 Lafayette Road N
St. Paul, MN 55155
Attention: Ms. Kari Cantarero, Program Coordinator

To the Commissioner of Management and Budget at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner of Management and Budget

Section 5.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 5.17 Waiver. Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single

or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

Section 5.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 5.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 5.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 5.23 Matching Funds. The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Project:

Twenty-five (25%) of the total eligible Transfer Station costs, fifty percent (50%) of the total eligible Household Hazardous Waste costs and all other costs above the grant award in order to ensure sufficient funding to complete the entire project, any cost overruns incurred in the development of the proposed facility shall be the sole responsibility of the Grant Recipient.

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project. The Grant Recipient shall supply to the Commissioner of Management and Budget whatever documentation the Commissioner of Management and Budget may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of Management and Budget.

Section 5.24 Source and Use of Funds. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grant Recipient, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

The Grant Recipient shall also supply whatever other information and documentation that the State Entity or the Commissioner of Management and Budget may request to support or explain any of the information contained in **Attachment III**.

The value of the Grant Recipient's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or a Usee under a Use Contract.

Section 5.25 Project Completion Schedule. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 5.26 Third-Party Beneficiary. The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

Section 5.27 Applicability to Real Property and Facility. This Agreement applies to the Grant Recipient's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grant Recipient's interest in the Real Property.

Section 5.28 E-Verification. The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 5.29 Additional Requirements. The Grant Recipient and the State Entity agree to comply with the following additional requirements.

NONE

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN TESTIMONY HEREOF, the Grant Recipient and the State Entity have executed this General Fund Grant Agreement – Construction Grant for the **Todd County Transfer Station and Household Hazardous Waste** Project on the day and date indicated immediately below their respective signatures.

GRANT RECIPIENT:

TODD COUNTY,

By: Chris McConn, P.E.

Dated:

STATE ENTITY:

MPCA,

By: Anna Hotz
Assistant Division Director,
Resource Management and Assistance Division

Dated:

**Attachment I -
DECLARATION**

The undersigned has the following interest in the real property legally described in **Exhibit A** attached hereto and all facilities situated thereon (the “Restricted Property”):

(Check the appropriate box.)

a fee simple title

a lease

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to those provisions, requirements, restrictions and encumbrances contained in the **General Fund Grant Agreement Construction Grant for the Todd County Transfer Station and Household Hazardous Waste Facility Project dated January 20, 2026**, between the Minnesota Pollution Control Agency and **Todd County**.

The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances for 125% of the useful life of the Restricted Property or until the Restricted Property is sold pursuant to the terms of the Grant Agreement, at which time it shall be released therefrom by way of a written release in recordable form signed by the Commissioner of Minnesota Pollution Control Agency, and such written release is recorded in the real estate records relating to the Restricted Property.

TODD COUNTY,

By: Chris McConn, P.E.

Dated:

This instrument was drafted by: Julianne LaClair, Minnesota Pollution Control Agency

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

The North 450.00 feet of the East Half of the Northwest Quarter of the Southwest Quarter and that part of the North 450.00 feet of the Northeast Quarter of the Southwest Quarter of Section 17, Township 130, Range 33, Todd County, Minnesota which lies westerly of the following described westerly right of way line of Minnesota Highway No. 71; Beginning at the point of intersection of the said westerly right of way line and the north line of said Northeast Quarter of the Southwest Quarter, said point being 375.18 feet westerly of the northeast corner of said Northeast Quarter of the Southwest Quarter, thence deflecting southerly 85 degrees 28 minutes 13 seconds (as measured from west to south) along said right of way line a distance of 451.41 feet to the south line of the North 450.00 feet thereof and there terminating. Containing 16.55 acres more or less.

**Attachment II -
LEGAL DESCRIPTION OF REAL PROPERTY**

The North 450.00 feet of the East Half of the Northwest Quarter of the Southwest Quarter and that part of the North 450.00 feet of the Northeast Quarter of the Southwest Quarter of Section 17, Township 130, Range 33, Todd County, Minnesota which lies westerly of the following described westerly right of way line of Minnesota Highway No. 71; Beginning at the point of intersection of the said westerly right of way line and the north line of said Northeast Quarter of the Southwest Quarter, said point being 375.18 feet westerly of the northeast corner of said Northeast Quarter of the Southwest Quarter, thence deflecting southerly 85 degrees 28 minutes 13 seconds (as measured from west to south) along said right of way line a distance of 451.41 feet to the south line of the North 450.00 feet thereof and there terminating. Containing 16.55 acres more or less.

Attachment III -
SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds	Use of Funds		
Identify Source of Funds	Amount	Identify Items	Amount
State G.F. Funds		Ownership Acquisition and Other Items Paid for with G.F. and G.O. Grant Funds	
G.F. Grant 2023	\$ 2,795,000	Purchase of Ownership Interest	\$ _____
Other State Funds	\$ _____	Other Items of a Capital Nature:	
G.O. Grant 2020	\$ 4,000,000	Construction	\$ 6,795,000
Subtotal	\$ 6,795,000	_____	\$ _____
Matching Funds		Subtotal	\$ 6,795,000
*see prepaid costs already spent (below)	\$ _____		
Subtotal	\$ _____		
Other Public Entity Funds		Items Paid for with Non-G.F. Grant Funds	
	\$ _____	Construction, Equipment and Design	\$ 3,402,156.43
Subtotal	\$ _____	Subtotal	\$ 3,402,156.43
Prepaid Project Expenses			
Prepaid Design and Construction	\$3,402,156.42		
Subtotal			
TOTAL FUNDS	\$10,197,156.43	TOTAL PROJECT COSTS	\$10,197,156.43

TOTAL PROJECT COST		UNIT PRICE	QTY	EXTENDED
GENERAL CONTRACTOR		\$7,839,767.90	1	\$7,839,767.90
STANTEC (DESIGN, BID & CQA)		\$625,191.00	1	\$625,191.00
FURNITURE, IT, AND SUPPLIES		\$75,000.00	1	\$75,000.00
NEW SEMI TRACTOR WITH WET KIT		\$190,000.00	1	\$190,000.00
USED SEMI TRACTOR WITH WET KIT		\$50,000.00	1	\$50,000.00
THREE WALKING FLOOR TRAILERS		\$105,000.00	3	\$315,000.00
WHEELED GRAPPLE		\$425,000.00	1	\$425,000.00
SKIDSTEER		\$50,000.00	1	\$50,000.00
TELEHANDLER		\$50,000.00	1	\$50,000.00
		SUBTOTAL		\$9,619,958.90
CONTINGENCY			6%	\$577,197.53
TOTAL BUDGETED PROJECT COST				\$10,197,156.43

**Attachment IV –
PROJECT COMPLETION SCHEDULE**

Activity	Timeline (month/year)
Substantial Construction Completed	November 2025
Operations Begin in Building	December 2025
Grant Award/Agreement Execution	January 2026
Submit First Annual Report	February 2026
Submit Final Pay Request	December 2026