



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, August 4, 2026

9:00 AM

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

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.TODDCOUNTYMN.GOV](https://www.toddcountymn.gov)

Public Comment Period: 8:45 a.m.

Agenda Item #		Agenda Time:
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:02
4	Potential Consent Items	9:03
4.1	Meeting Minutes Approval - July 21, 2026	
4.2	Accept the resignation of Beau Herzig 08/10/2026	
4.3	Accept the resignation of Investigator Travis Winter 08/02/2026	
4.4	Accept the resignation of Megan Sovich, Admin Assistant 07/31/2026	
4.5	Hire Abby Percy PT Correctional Officer Start date: TBD	
4.6	Gambling Permit - Ivy's Legacy Foundation 10/30/2026	
5	Commissioners	9:05
5.1	2nd Quarter Service Awards	
6	County Auditor-Treasurer	9:15
6.1	Auditor Warrants - July 2026	
6.2	Commissioner Warrants	
6.3	Health & Human Services Commissioner Warrants	
6.4	Health & Human Services SSIS Warrants	
6.5	Transfer of Funds - County Ditch Inspector Hours	
7	County Ditch/Ag Inspector	9:20
7.1	Acknowledge Receipt County Ditch 33 - Hold Harmless Agreement - Ditch Maintenance	
7.2	County Ditch 11 - Hold Harmless Agreement - Ditch Maintenance/Install Private Crossing	
8	Planning & Zoning	9:25
8.1	Long Prairie River Watershed Collaborative Fiscal Agent Agreement	
9	Health & Human Services	9:30
9.1	Approve Public Health Nurse Job Description revision	
9.2	Approve FFY2027 Low Income Home Energy Assistance Program Grant Contract & Internal Controls	
10	Administration	9:35
10.1	2027 Non-Union and Appointed Officials Salaries	
10.2	Organizational Chart Update - Public Works	
10.3	Approval of Gallagher's Recommendation to Reclassify the Human Resource Assistant Position from Grade 4/D to Grade 5/E	

Standing Reports

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

Recess

*Commissioners may be in the Commissioner's Board Room prior to the board meeting proceedings.
The County Board will open the meeting at the posted time and reserves the right to alter the agenda schedule for business needs.*



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-01
Agenda Topic Title for Publication:		Meeting Minutes Approval - July 21st, 2026
Date of Meeting: August 4 th , 2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Minutes for the following meetings are attached: July 21 st , 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 July 21 st , 2026 as presented.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



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*Minutes of the Meeting of the Todd County Board of Commissioners held on
July 21st, 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 21st day of July, 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 unanimous vote: To adopt the agenda as presented

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for July 7th, 2026 as presented.

Approve the appointment of Alex Miller to fill the vacant Heavy Equipment Operator position at the Little Sauk Shop and place him on the current pay grid at Grade F, Step K (\$34.81 per hour).

Approve the hire of Nicole Vigil to fill the open Care Coordinator position. Grade I/9, Step B, \$34.14. Start date: TBD.

Approve the resignation of Eligibility Worker Lorena Luna, effective July 24th, 2026.

Approve the resignation of Eligibility Worker Yolanda Jobe, effective July 24th, 2026.

To approve a one day On Sale Temporary Liquor License for the Long Prairie Lions Club at the address of 24257 Riverside Drive (Long Drive In), Long Prairie, MN in Long Prairie Township effective August 29th, 2026.

Auditor-Treasurer

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404590 through 404612 in the amount of \$36,088.07 and (Regular) 59933 through 59969 in the amount of \$91,361.08 for a total of \$127,449.15.

On motion by Neumann 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) 807690 through 807720 and (Regular) 714298 through 714343 for a total of \$118,758.82

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 602047 through 602063 and (Regular) 519020 through 519043 for a total amount of \$128,290.20.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To appoint Dennis Ebnet as the At-Large representative on the Todd County Parks & Trails Board effective immediately.

MIS

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To authorize the posting for a full time MIS Technician and eliminate the part time MIS Technician from the org chart.

Planning & Zoning

The July Planning Commission draft minutes and staff report were provided for review and to aid in discussion of the forthcoming board actions.

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP for parcel 13-0003502 to establish a sawmill operation with the following conditions:

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. There shall be no loading or unloading of materials within the road right of way.
5. Obtain permitting for sawdust collection shed paid at 2x after the fact rates. The sawdust collection shed shall be enclosed on all sides for noise prevention.
6. Applicant shall abide by all other applicable federal, state, and local standards.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP for parcel 07-00035800 for assembly of delivered wood products with the conditions below.

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. The operation shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Finished products shall be stored in a manner that meets all structural setbacks.
5. There shall be no loading or unloading of materials within the road right-of-way.
6. Applicant shall abide by all other applicable federal, state, and local standards.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP for parcel 07-0008801 to expand an existing feedlot from 1997.4 animal units to 2744 animal units with the conditions below.

1. Applicant must obtain NPDES permitting prior to issuance of land use permits.
2. Applicant must obtain MN DNR waters withdrawal permitting and provide verification of permitting to Todd County.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.
4. Liquid manure storage structure shall have capacity for no less than 12 months storage. All manure storage shall be constructed prior to stocking of additional animal units.
5. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
6. Submittal of a property line adjustment application to meet all setback requirements and approval of said application prior to issuance of land use permits



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7. Applicant shall maintain and adhere to updated Manure Management Plans, setback maps, soil sampling, and manure analysis, as required by MPCA Feedlot Rules. Manure management records shall be made available to Todd County upon request.
8. Applicant must abide by all other applicable federal, state, and local standards.
9. Applicant must obtain permitting and/or licensing from additional governmental agencies as necessary.

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP on parcel 13-0009800 to construct outdoor poly furniture with onsite retail sales, construction of a 40'x80' shop and 24'x16' indoor display area with the following conditions:

1. Submit permit fee for proposed outhouse and complete installation prior to issuance of any new land use permits.
2. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
3. Operation shall be conducted within a permitted structure.
4. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
5. Storage of finished products must be located outside of the road right-of-way.
6. There shall be no loading or unloading of materials within the road right-of-way.
7. Applicant shall abide by all other applicable federal, state, and local standards.

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP on parcel 07-0012600 to operate a sawmill in an existing structure and add a 40'x50' addition to the structure with the following conditions:

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. Storage of finished products must be located outside of the road right-of-way.
5. There shall be no loading or unloading of materials within the road right-of-way.
6. Applicant shall abide by all other applicable federal, state, and local standards.

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and approve the preliminary plat "Plat of Halves" on parcel 25-0018601 with the following conditions:

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

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

RESOLUTION TO ADOPT AN INTERIM ORDINANCE TO ESTABLISH A MORATORIUM ON DATA CENTERS IN TODD COUNTY

WHEREAS, the purpose of this Interim Ordinance is to protect the public health, safety, and general welfare of residents of Todd County by temporarily prohibiting the establishment of data centers while the County conducts a study to develop appropriate performance standards, zoning controls, and other regulations related to the operation of a data center; and

WHEREAS, the County Board finds that data centers are a new, emerging land use with significant impacts related to energy demand, water use, noise, heat, stormwater management, and land use compatibility; and

WHEREAS, the Todd County Planning and Zoning Ordinance does not expressly regulate or impose standards on data centers; and

WHEREAS, Minnesota Statute 394.34 authorizes counties to adopt interim ordinances to regulate, restrict, or prohibit land uses while studies or plans are being conducted; and

WHEREAS, a temporary moratorium is necessary to allow Todd County sufficient time to study, draft, and adopt appropriate regulations;

NOW, THEREFORE BE IT RESOLVED; the Todd County Board of Commissioners Hereby Ordains:

Section 1 – Definition

The term “data center” shall mean any building or facility housing computers, servers, storage, or networking equipment used principally to process, transfer, manage, or store digital information. The term shall also encompass all accessory structures or facilities comprising offices, generators, water cooling, storage systems, utilities, or other infrastructure related to digital data operation.

Section 2 – Moratorium

No data center may be established, constructed, or permitted within Todd County for the duration of this Interim Ordinance. Additionally, no land use or zoning permit applications related to the establishment of a data center shall be accepted, processed, or approved during the moratorium.

Section 3 – Study

During the duration of the moratorium, County staff, along with the Todd County Planning Commission and the Todd County Board of Commissioners, shall conduct a study addressing to identify the land use impacts of data centers including, but not limited to, noise, water use, stormwater management, air quality and other environmental impacts, land use compatibility, hazard mitigation, and economic impacts.

Section 4 – Enforcement

Todd County may enforce any provision of this Interim Ordinance by any and all means authorized by the Todd County Planning and Zoning Ordinance and applicable State Statutes.

Section 5 – Effective Date

This Ordinance shall take effect on the date of its passage and shall be in effect for a period of one year from the date thereof. The Interim Ordinance may be terminated earlier by action of the Todd County Board of Commissioners.

Section 6 – Severability

If any section of this Interim Ordinance is determined to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance, which shall remain in full force and effect.

Health & Human Services

On motion by Denny and second by Noska, the following motion was introduced and adopted by majority vote: Authorize the hiring of two Care Coordinators in HHS under the Adult Services Unit.

Administration

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

ADOPTION OF TODD COUNTY DATA PRACTICES POLICY FOR DATA SUBJECTS

WHEREAS, the Todd County Board of Commissioners recognizes the importance of maintaining current policies that ensure compliance with Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act; and

WHEREAS, the Minnesota Department of Administration has developed a Model Policy for Data Subjects to assist government entities in complying with the requirements of Minnesota Statutes, Chapter 13; and

WHEREAS, on June 16, 2026, the Todd County Board adopted a general Data Practices Policy; and

WHEREAS, the proposed Data Practices Policy for Data Subjects is a separate policy that specifically addresses the rights of data subjects and reflects current statutory requirements and best practices; and

WHEREAS, the Todd County Policy Committee has reviewed the proposed Data Practices Policy for Data Subjects and recommends its adoption; and

WHEREAS, the Todd County Attorney has reviewed and approved the proposed Data Practices Policy for Data Subjects;

NOW, THEREFORE, BE IT RESOLVED, that the Todd County Board of Commissioners hereby adopts the attached **Todd County Data Practices Policy for Data Subjects**, based upon the Minnesota Department of Administration's Model Policy for Data Subjects, effective July 21, 2026.

BE IT FURTHER RESOLVED, that this policy shall serve as a companion to the Todd County Data Practices Policy adopted on June 16, 2026, and shall govern the rights of data subjects and the County's procedures for responding to requests and inquiries from data subjects in accordance with Minnesota Statutes, Chapter 13.

Closed Session

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous vote: Enter into closed session pursuant to MN Statute 13D.05 Subd 3(a) at 9:32 a.m.

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: To reopen the session at 10:08 a.m.

The County Coordinator was given a satisfactory performance evaluation.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that the election judge training and Primary election preparations are well underway, Finance Committee meetings are being held regularly, Filing of candidates for local offices is now open, election equipment testing is nearing completion and mobile home statements have been mailed out.

County Coordinator's Report

The County Coordinator reported attending meetings including Wellness, Finance, Keyl radio, Sourcewell, TWCC, Broadband, Emergency Mgmt and Childcare.

County Commissioner's Report

The Commissioners reported on meetings and events attended.

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

Commissioner Denny has attended meetings including Personnel and Finance.

Commissioner Noska has attended meetings including Law Library, Wellness, TCDC, Fair Board and TWCC.

Commissioner Byers attended meetings including Dept Head, Park Board, SWCD, Personnel, TCDC, Finance and Long Prairie Watershed.

Commissioner Neumann attended meetings including Rainbow Rider, Solid Waste, CPT Personnel, and Sauk River JD2.

Adjourn

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

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
AULDS COMMUNICATIONS	\$ 5,447.80
CITY OF BROWERVILLE	\$ 15,799.01
COMMISSIONER OF TRANSPORTATION	\$ 34,571.43
METAL CULVERTS INC.	\$ 4,992.40
MIDSTATES EQUIPMENT & SUPPLY INC	\$ 5,830.11
NORTHERN STAR COOP	\$ 4,507.39
NYHUS CHEVROLET INC	\$ 2,469.50
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 25,033.52
TOTAL RESPONSE	\$ 3,235.55
TOWMASTER	\$ 3,403.00
WIDSETH SMITH NOLTING INC	\$ 5,978.30
49 PAYMENTS LESS THAN 2000	\$ 16,181.14
Total:	\$ 127,449.15



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HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
RURAL MN CEP INC	\$ 13,874.67
TODD COUNTY MIS DEPT	\$ 77,234.86
61 PAYMENTS LESS THAN 2000	\$ 18,699.95
MORRISON COUNTY HEALTH & HUMAN SERVICES	\$ 4,148.48
13 PAYMENTS LESS THAN 2000	\$ 4,800.86
Total:	\$ 118,758.82

VENDOR NAME	AMOUNT
COMMUNITY AND FAMILY SRVS LLC	\$ 11,198.25
DHS - ANOKA METRO RTC - 412	\$ 11,463.20
DHS - MOOSE LAKE RTC - 462	\$ 2,752.50
DHS - MSOP - MN SEX OFFENDER PROG - 462	\$ 4,770.00
LITTLE SAND GROUP HOME	\$ 2,399.64
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 2,235.65
MAIN STREET FAMILY SERVICES	\$ 2,823.38
NEXUS - KINDRED FAMILY HEALING	\$ 6,694.99
VALLEY LAKE BOYS HOME	\$ 24,424.00
VILLAGE RANCH INC	\$ 33,789.67
WEST CENTRAL REG JUVENILE CTR	\$ 7,761.00
30 PAYMENTS LESS THAN 2000	\$ 17,977.92
Total:	\$ 128,290.20



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-02
Agenda Topic Title for Publication:		Accept the resignation of Beau Herzig
Date of Meeting: 8/04/2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
FT Jailer Beau Herzig turned in his resignation effective 8/10/2026		
Options:		
Accept the resignation of Beau Herzig		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Accept the resignation of FT jailer Beau Herzig effective 8/10/2026.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



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Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-03
Agenda Topic Title for Publication:		Accept the resignation of Investigator Travis Winter
Date of Meeting: 8/04/2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Investigator Travis Winter turned in his resignation effective 8/02/2026		
Options:		
Accept the resignation of Travis Winter		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Accept the resignation of Investigator Travis Winter effective 8/02/2026.		

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

Auditor/Treasurer Archival Purposes Only:

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

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COUNTY OF TODD}

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Seal



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-04
Agenda Topic Title for Publication:		Accept the resignation of Megan Sovich
Date of Meeting: 8/04/2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Admin Assistant Megan Sovich turned in her resignation effective 7/31/2026		
Options:		
Accept the resignation of Megan Sovich		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Accept the resignation of Admin assistant Megan Sovich effective 7/31/2026.		

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

Auditor/Treasurer Archival Purposes Only:

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

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COUNTY OF TODD}

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Seal



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☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-05
Agenda Topic Title for Publication:		Hire Abby Pearcy PT Correctional Officer
Date of Meeting: 8/04/2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
An interview process was completed and Abby Pearcy was selected as the best candidate to fill the open PT Correctional Officer position.		
Options:		
1- Hire Abby Pearcy for the PT Correctional Officer position		
2- Do not hire Abby Pearcy for the PT Correctional Officer position.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Abby Pearcy for the PT Correctional Officer position at a wage of \$26.36 per hour Grade 6/F staep A start date TBD.		

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

Auditor/Treasurer Archival Purposes Only:

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

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Seal



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● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20260804-06
Agenda Topic Title for Publication:		Gambling Permit - Ivy's Legacy Foundation
Date of Meeting: August 4 th , 2026	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☐		
Application has been filed in the Auditor-Treasurer's Office.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve a gambling permit for Ivy's Legacy Foundation to hold a raffle event at The Shed in Kandota Township at the address of 10098 County 11, Sauk Centre, MN on October 30th, 2026.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal



GAMBLING PERMIT – IVY’S LEGACY FOUNDATION

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Ivy’s Legacy Foundation through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Ivy’s Legacy Foundation to hold a raffle event at The Shed in Kandota Township at the address 10098 County 11, Sauk Centre, MN on October 30th, 2026.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion	☐ Report	20260804-07
☐ Discussion	☐ Resolution	
☒ Information Item	☐ Other	
Agenda Topic Title for Publication:		2nd Quarter Service Awards
Date of Meeting: August 4 th , 2026		Agenda Time Requested: 10 Minutes ☐ Consent Agenda
Organization / Department Requesting Action: Commissioners		
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator		
Background: Supporting Documentation enclosed ☐		
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. 2nd Quarter 2026 Service Awards will be presented.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-08
Agenda Topic Title for Publication:		Auditor Warrants - July 2026
Date of Meeting: August 4 th , 2026	Agenda Time Requested: 2 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printout has been sent to the Commissioners and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the July 2026 Auditor Warrants number (ACH) 906187 through 906243 in the amount of \$1,058,316.16 (Manual) 1408 through 1448 in the amount of \$2,057,297.34 and (Regular) 246694 through 246841 in the amount of \$953,634.03 for a total of \$4,069,247.53.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

Auditor Warrants for Publication
July 2026

Vendor Name	Amount
CLIFTON LARSONALLEN, LLP	\$ 20,265.00
CORBIN PICKAR EXC INC	\$ 6,925.00
GREAT RIVER REGIONAL LIBRARY	\$ 90,634.25
LONG PRAIRIE OIL COMPANY	\$ 5,637.71
LONG PRAIRIE SANITATION INC	\$ 4,673.25
PETERS LAW OFFICE, P.A.	\$ 4,600.00
PICTOMETRY INTERNATIONAL CORP	\$ 43,100.00
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 98,136.20
REGENTS OF THE UNIV OF MN	\$ 45,062.50
STEP	\$ 13,253.75
TODD COUNTY MIS DEPT	\$ 3,446.40
24 PAYMENTS LESS THAN 2000	\$ 13,845.02
A.W. RESEARCH LABORATORIES, INC.	\$ 2,780.00
CENTRA CARE	\$ 13,350.31
CENTRAL SPECIALTIES INC	\$ 391,307.43
CITY OF BROWERVILLE	\$ 9,704.66
CLIFTON LARSONALLEN, LLP	\$ 7,959.00
COUNTIES PROVIDING TECHNOLOGY	\$ 7,448.00
ESTRADA/ELIAZAR & ESMERALDA	\$ 27,786.75
FLEET SERVICES/WEX BANK	\$ 12,140.01
MINNESOTA POWER	\$ 2,020.46
MN DEPT OF FINANCE	\$ 8,924.50
MOTOROLA	\$ 3,558.06
OTTER TAIL COUNTY PROBATION	\$ 16,000.00
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
RAINBOW RIDER	\$ 13,133.33
VERIZON	\$ 6,230.66
VOYANT COMMUNICATIONS, LLC	\$ 3,249.90
WATERGUARDS LLC	\$ 12,438.75
WEST CENTRAL REG JUVENILE CTR	\$ 9,029.00
WONDERLICH/SCOTT A	\$ 5,325.00
52 PAYMENTS LESS THAN 2000	\$ 29,715.44
CITY OF STAPLES	\$ 274,371.79
JASON ANDERSON CONSULTING	\$ 6,819.32
LAKES COMMUNITY COOPERATIVE	\$ 3,041.04
LANDWEHR CONSTRUCTION INC	\$ 335,591.63
LONG PRAIRIE OIL COMPANY	\$ 8,296.09
MINNESOTA POWER	\$ 14,674.44
MORRIS ELECTRONICS INC	\$ 6,896.45
MORRISON COUNTY	\$ 39,256.50
SIR LINES-A-LOT, LLC	\$ 181,803.51
38 PAYMENTS LESS THAN 2000	\$ 12,439.19
AFSCME COUNCIL 65	\$ 4,878.28
ASFELD/JOSEPH	\$ 4,760.04
CEBULLA/PAUL AND TAMMY	\$ 14,816.14
CENTRAL MN CARPET CARE	\$ 3,000.00
DOUGLAS SWCD	\$ 11,928.11
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
HOST CONSTRUCTION CO LLC	\$ 11,450.00
LAW ENFORCEMENT LABOR SERV INC	\$ 2,248.32
LINCOLN FINANCIAL GROUP	\$ 6,884.20
MADDEN GALANTER HANSEN, LLP	\$ 19,838.03
METRO SALES INC	\$ 2,220.22
METROPOLITAN LIFE INSURANCE COMPANY	\$ 13,100.32
MINNESOTA POWER	\$ 3,276.44
MN TEAMSTERS NO 320	\$ 2,991.24
MORRISON SWCD	\$ 2,273.40
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
PETERS LAW OFFICE, P.A.	\$ 2,096.25
STANTEC CONSULTING SERVICES INC	\$ 6,956.14
STATEMA/JORDAN	\$ 16,908.08
TODD CO SHERIFF	\$ 10,126.61
TRISKO HEATING AND PLUMBING INC	\$ 3,227.55
WESTERBERG/CHRIS	\$ 29,010.00
WEX BANK-SINCLAIR	\$ 2,170.50
29 PAYMENTS LESS THAN 2000	\$ 16,270.02
BETTER HEALTH COLLECTIVE	\$ 31,355.00
PAYCOM PAYROLL, LLC	\$ 608,126.31
PAYCOM PAYROLL, LLC	\$ 3,467.11
PAYCOM PAYROLL, LLC	\$ 41,818.28
BETTER HEALTH COLLECTIVE	\$ 328,645.00

Auditor Warrants for Publication
July 2026

Vendor Name	Amount
VOYA (MSRS)	\$ 15,039.98
PERA	\$ 103,709.20
WEX HEALTH INC - HSA	\$ 42,335.80
COUNTY OF TODD	\$ 2,894.96
WEX HEALTH INC - HSA	\$ 4,493.70
MN PERA	\$ 6,522.46
WEX - CIRCLE K	\$ 3,090.99
MN DEPT OF REVENUE	\$ 4,216.00
US BANK-CC	\$ 5,600.69
MN DEPT OF REVENUE	\$ 43,322.03
PAYCOM PAYROLL, LLC	\$ 3,467.10
PAYCOM PAYROLL, LLC	\$ 42,529.93
PAYCOM PAYROLL, LLC	\$ 609,580.20
MN PERA	\$ 6,522.47
COUNTY OF TODD	\$ 3,050.46
WEX HEALTH INC - HSA	\$ 15,639.75
PERA	\$ 103,592.88
VOYA (MSRS)	\$ 5,871.43
HUMANA INSURANCE COMPANY	\$ 8,126.39
16 PAYMENTS LESS THAN 2000	\$ 14,279.22
TOTAL:	\$ 4,069,247.53



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-09
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: August 4 th , 2026	Agenda Time Requested: 2 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printout has been sent to the Commissioners and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Commissioner Warrants number (ACH) 404613 through 404630 in the amount of \$84,309.54 and (Regular) 59970 through 60003 in the amount of \$176,347.21 for a total of \$260,656.75.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

KAYLA_D

7/31/26 10:37AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 8/04/2026 For Payment 8/07/2026

<u>Vendor Name</u>	<u>Amount</u>
AMAZON CAPITAL SERVICES	2,318.39
CELLEBRITE INC	10,740.00
CENTRAL APPLICATORS INC	17,448.54
D & D AUTO REPAIR	8,111.72
EAGLE FABRICATING	19,000.00
J BROTHERS MECHANICAL PLUS, LLC	6,495.00
LONG PRAIRIE LEADER	17,735.00
MN TARP AND LINER	3,504.85
PRAIRIE VIEW DIESEL REPAIR	23,281.59
TODD SOIL & WATER CONS DIST	75,577.00
TRUENORTH STEEL INC	50,624.84
WIDSETH SMITH NOLTING INC	5,352.50
40 Payments less than 2000	20,467.32
Final Total:	260,656.75



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-10
Agenda Topic Title for Publication:	Health & Human Services Commissioner Warrants	
Date of Meeting: August 4 th , 2026	Agenda Time Requested: 2 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services Commissioner Warrants number (ACH) 807722 through 807751 and (Regular) 714344 through 714389 for a total of \$219,551.44.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

ADRIANA

7/29/26 8:57AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 8/04/2026 For Payment 8/07/2026

<u>Vendor Name</u>	<u>Amount</u>
BON NUIT LLC	2,100.00
NEW AMERICAN FUNDING, LLC	6,108.70
TIMMERMAN PROPERTIES LLC	2,222.65
4 Payments less than 2000	1,446.24
Final Total:	11,877.59

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



Cutoff 2000
Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 8/04/2026 For Payment 8/07/2026

<u>Vendor Name</u>	<u>Amount</u>
CHILDREN YOUTH & FAMILIES DEPT	2,019.22
DHS - SWIFT	13,535.45
NEXT CHAPTER TECHNOLOGY, INC.	168,315.50
TODD COUNTY ATTORNEY'S OFFICE	2,816.20
65 Payments less than 2000	20,987.48
Final Total:	207,673.85



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-11
Agenda Topic Title for Publication:	Health & Human Services SSIS Warrants	
Date of Meeting: August 4 th , 2026	Agenda Time Requested: 2 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services SSIS Warrants number (ACH) 602064 through 602072 and (Regular) 519044 through 519062 for a total amount of \$78,113.97.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

Warrants for Publication

Payment Date:

8/7/2026

Approval Date:

8/4/2026

Vendor name or #

Amount

CHILDREN'S HOME & LSS LLC	3360.30	
GREATER MN FAMILY SRVS INC	4779.16	
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	2485.75	
GUARDIANSHIP OPTIONS		
NEXUS - MILLE LACS FAMILY HEALING	11257.20	
NORTHERN PINES MENTAL HEALTH CTR	11686.99	
PRESBYTERIAN FAMILY FOUNDATION INC	11312.22	
STEP	6136.00	
TRI-COUNTY COMMUNITY CORRECTIONS	12450.00	
WEST CENTRAL REGIONAL JUVENILE CTR	3811.00	
	\$10,835.35	19 Pymts less than \$2000
Final Total	\$78,113.97	



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-12
Agenda Topic Title for Publication:		Transfer of Funds - County Ditch Inspector Hours
Date of Meeting: August 4 th , 2026		Agenda Time Requested: ☒ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
The assessment cycle for County Ditch expenses closes annually on June 30 th . The tracked hours of the Ditch Inspector's work on specific ditches is accumulated and requires transfer as an expense to each ditch system on an annual basis to align with accounting standards per the County Board's past practice and resolution.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the attached resolution to transfer \$5,573.75 from Fund 40-County Ditch Fund to Fund 01-General Revenue Fund, County Ditch Inspector's Department, which is the time the Ditch Inspector worked on County Ditches per the attached list.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 5,573.75 Funding Source(s): Fund 40-Co Ditches	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



TRANSFER OF FUNDS FROM COUNTY DITCH FUND TO GENERAL REVENUE FUND

WHEREAS, The County Ditch Authority has approved to have the hours worked by the County Ditch Inspector charged back to that ditch, and;

WHEREAS, the calculations have been made for the County Ditch Inspector's time for the period of July 1, 2025 through June 30, 2026 per attached copy;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve the transfer of \$5,573.75 from the Fund 40-County Ditch Fund to the Fund 01-General Revenue Fund per the attached list.

Todd County Ditch Inspector
July 1, 2025 - June 30, 2026 Hourly Allocation to Ditches

Ditch Number	Hours	Rate per hour	Dollar amount
CD4	0.50	\$35.00	\$17.50
CD7	1.00	\$35.00	\$35.00
CD8	8.50	\$35.00	\$297.50
CD15	5.50	\$35.00	\$192.50
CD16	1.50	\$35.00	\$52.50
CD18	22.50	\$35.00	\$787.50
CD19	21.50	\$35.00	\$752.50
CD20	4.00	\$35.00	\$140.00
CD21	3.00	\$35.00	\$105.00
CD25	11.75	\$35.00	\$411.25
CD27	3.00	\$35.00	\$105.00
CD29	0.50	\$35.00	\$17.50
CD30	5.50	\$35.00	\$192.50
CD31	3.00	\$35.00	\$105.00
CD32	11.00	\$35.00	\$385.00
CD40	8.00	\$35.00	\$280.00
CD41	40.50	\$35.00	\$1,417.50
CD43	0.50	\$35.00	\$17.50
CD44	7.00	\$35.00	\$245.00
JD8	0.50	\$35.00	\$17.50
Totals	159.25	\$35.00	\$5,573.75

Total to be transferred

\$5,573.75



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20260804-13
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Acknowledge Receipt County Ditch 33 - Hold Harmless Agreement - Ditch Maintenance
--	--

Date of Meeting: August 4, 2026	Agenda Time Requested: 5 min	☐ Consent Agenda
---------------------------------	------------------------------	---

Organization / Department Requesting Action: Ditch/Ag Inspector

Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI

Background: Supporting Documentation enclosed ☒
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Attachment 1 - Hold Harmless Agreement Application 20-0031200

Attachment 2 - Hold Harmless Agreement Application 20-0031700

Attachment 2 - Aerial Photo

Options:

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Recommendation:

The Todd County Board of Commissioners approves the following by Motion: Acting as the Todd County Ditch Authority acknowledge receipt of Hold Harmless Agreement applications from Wally & Lorie Miller and Triple M Dairy Inc to clean a portion of County Ditch 33 in section 29 Reynolds Township.

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

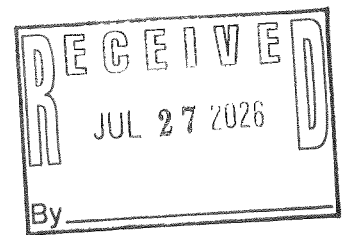
Auditor/Treasurer Archival Purposes Only:

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

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

HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair



Whereas, Wally + Lorie Miller requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. 33 that runs through his/her property at his/her own expense:

Legal description to read as follows:

Parcel number 20-0031200

N 1/2 of NE 1/4

Section 29 Township 129 Range 34

Proposed Project Description:

☒ Ditch Maintenance – length of ditch 2680 ft

☐ Private crossing installation/replacement

Include map of project location and project plans

Clean CD33 from 226th Street
to West Property line. Clean Laterals As needed.

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

Person/Contractor name doing work:

Address:

Contact phone #'s

Christopher D Westenberg
21286 County 10 L.P.

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

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

Whereas, said applicant will not do any cleaning/repair of said ditch until approval is received from all agencies. Applicant will notify County Ditch Inspector the day work begins and the day work ends.

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

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

Dated:

7-27-26

Applicant Signature:

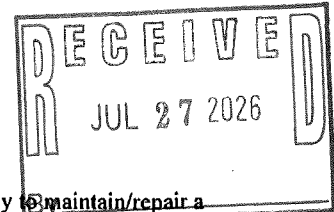
Lorie Miller & Wally Miller

Phone Number:

320 533 0807

HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair



Whereas, Triple M Dairy Inc requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. CD 33 that runs through his/her property at his/her own expense.

Legal description to read as follows:

SE 1/4 of NE 1/4

Parcel number 20-0031700

Section 29 Township 129 Range 34

Proposed Project Description:

☒ Ditch Maintenance – length of ditch 500 ft

☐ Private crossing installation/replacement

Include map of project location and project plans

Clean CD 33 South of 226th St
up to Property line
No More than 500 feet

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

Person/Contractor name doing work:

Christopher Westerberg

Address:

21286 County 10 L.P.

Contact phone #'s

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

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

Whereas, said applicant will not do any cleaning/repair of said ditch until approval is received from all agencies. Applicant will notify County Ditch Inspector the day work begins and the day work ends.

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

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

Dated:

7-27-26

Applicant Signature:

Wallace Miller Chair MNA

Phone Number:

320 533 0807

Updated 10/04/2023

Reynolds Township Section 29 Twp 129 Range 34

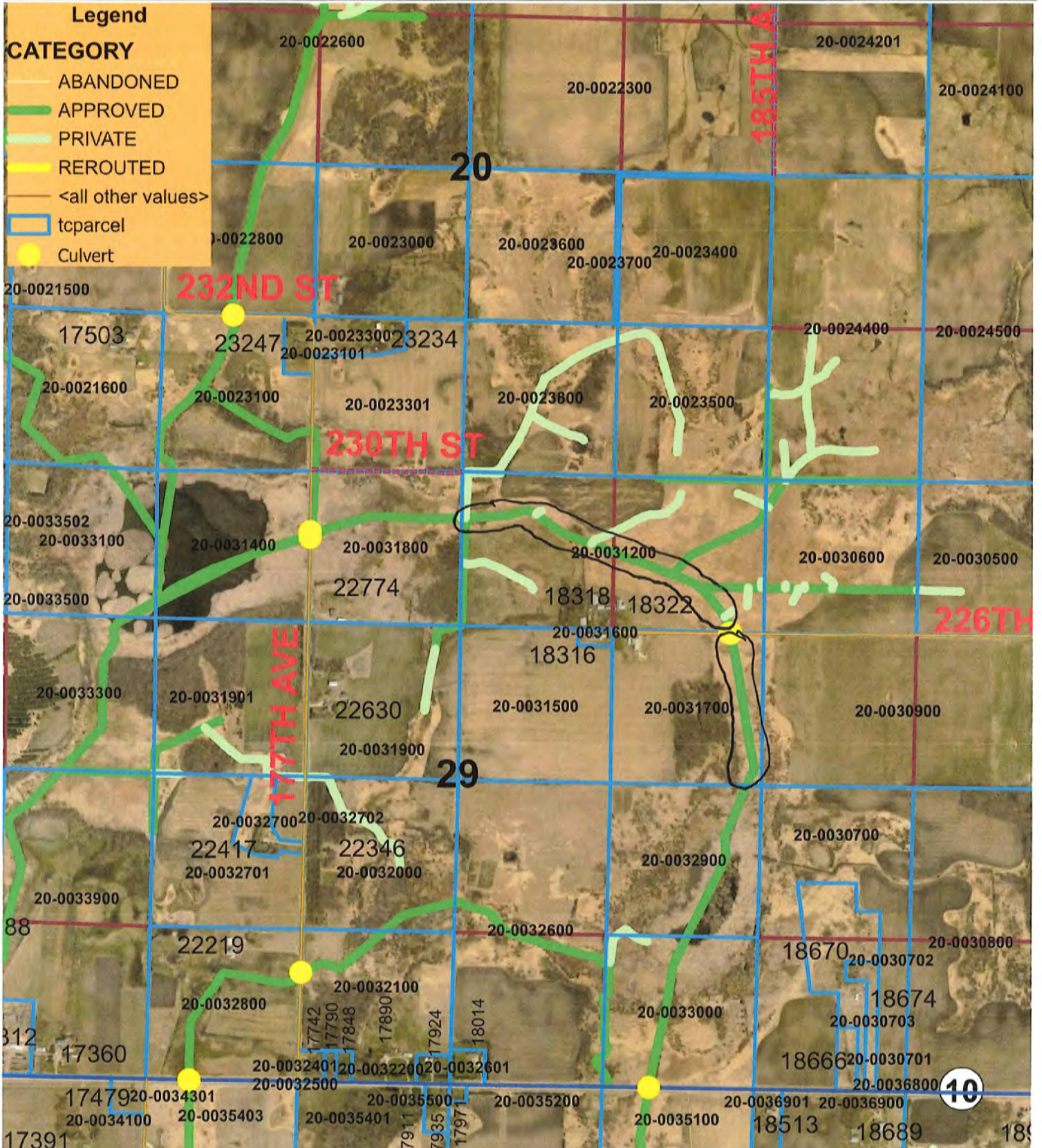


0 500 1,000 2,000 Feet

Legend

CATEGORY

- ABANDONED
- APPROVED
- PRIVATE
- REROUTED
- <all other values>
- tcparcel
- Culvert



County Ditch 33
Wally & Lorie Miller 20-0031200
Triple M Dairy Inc 20-0031700
18318 226th St
Long Prairie, MN 56347

Todd County Ditch & Ag Inspector
44 Riverside Drive
Long Prairie, MN 56347
Office (320)533-4651
nancy.uhlenkamp@co.todd.mn.us
May 11, 2026

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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20260804-14
Agenda Topic Title for Publication:		County Ditch 11 - Hold Harmless Agreement - Ditch Maintenance/Install Private Crossing
Date of Meeting: August 4, 2026	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
Background: Supporting Documentation enclosed ☒		
Attachment 1 - Resolution Attachment 2 - Hold Harmless Agreement Application Attachment 3 - Aerial Photo Attachment 4 - Project Picture		
Options:		
Approve HHA Do no approve HHA		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Acting as the Todd County Ditch Authority approves a Hold Harmless Agreement application from David & Edna Bontrager to clean approximately 3,906 feet of the Main Ditch and to replace a private crossing on County Ditch 11 on parcel 26-000670, in section 7 Ward Township. This project will be done on their own property at their own expense.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



TODD COUNTY DITCH AUTHORITY

Hold Harmless Agreement – Ditch Maintenance & Replace Private Crossing – County Ditch 11

WHEREAS, David & Edna Bontrager are requesting to maintain approximately 3,906 feet of the Main Ditch, and replace a private crossing, on CD11, parcel 26-0006701 Ward Twp, section 7. A Hold Harmless Agreement has been signed and submitted to the Ditch Authority, and;

WHEREAS, an onsite inspection has been done, and;

WHEREAS, applicant is allowed to maintain the drainage ditch to the original width and depth. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Spoil may be side cast and leveled, staying within 16 ½ feet of the ditch, or moved to an approved upland site. Applicant will remove a failing private culvert crossing on the SE4 NE4 of the parcel and will install a new culvert approximately 700 feet south of existing crossing near the south property line. This culvert will be required to match the hydraulic capacity of a 36" CMP culvert.

NOW, THEREFORE BE IT RESOLVED, the Todd County Ditch Authority gives permission to David and Edna Bontrager to maintain a portion of the Main Ditch of CD11 located on parcel 26-0006701, and to replace a failing private crossing. The maintenance will be done on their own property at their own expense.

HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair

Whereas, David J Bontrager requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. 11 that runs through his/her property at his/her own expense:

Legal description to read as follows:

Parcel number 26-0006701

W2 NE4 NE4; NW4 NE4 & SE4 NE4 EXC:
Beg at NE Cor Sec 7; W 959.46 Ft to Pt of Beg; S 485 Ft;
W 456.84 Ft; N 486.17 Ft; E 490.56 Ft to Pt of Beg.
94.73 acres

Section 7 Township 131 Ward Range 33

Proposed Project Description:

☒ Ditch Maintenance – length of ditch 3906' ft

☒ Private crossing installation/replacement

Include map of project location and project plans

Clean Ditch to original width and depth

Remove failing crossing and install new crossing

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

Person/Contractor name doing work:

Address:

Contact phone #'s

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

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

Whereas, said applicant will not do any cleaning/repair of said ditch until approval is received from all agencies. Applicant will notify County Ditch Inspector the day work begins and the day work ends.

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

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

Dated:

6/26/26

Applicant Signature:

Edna M Bontrager

Phone Number:

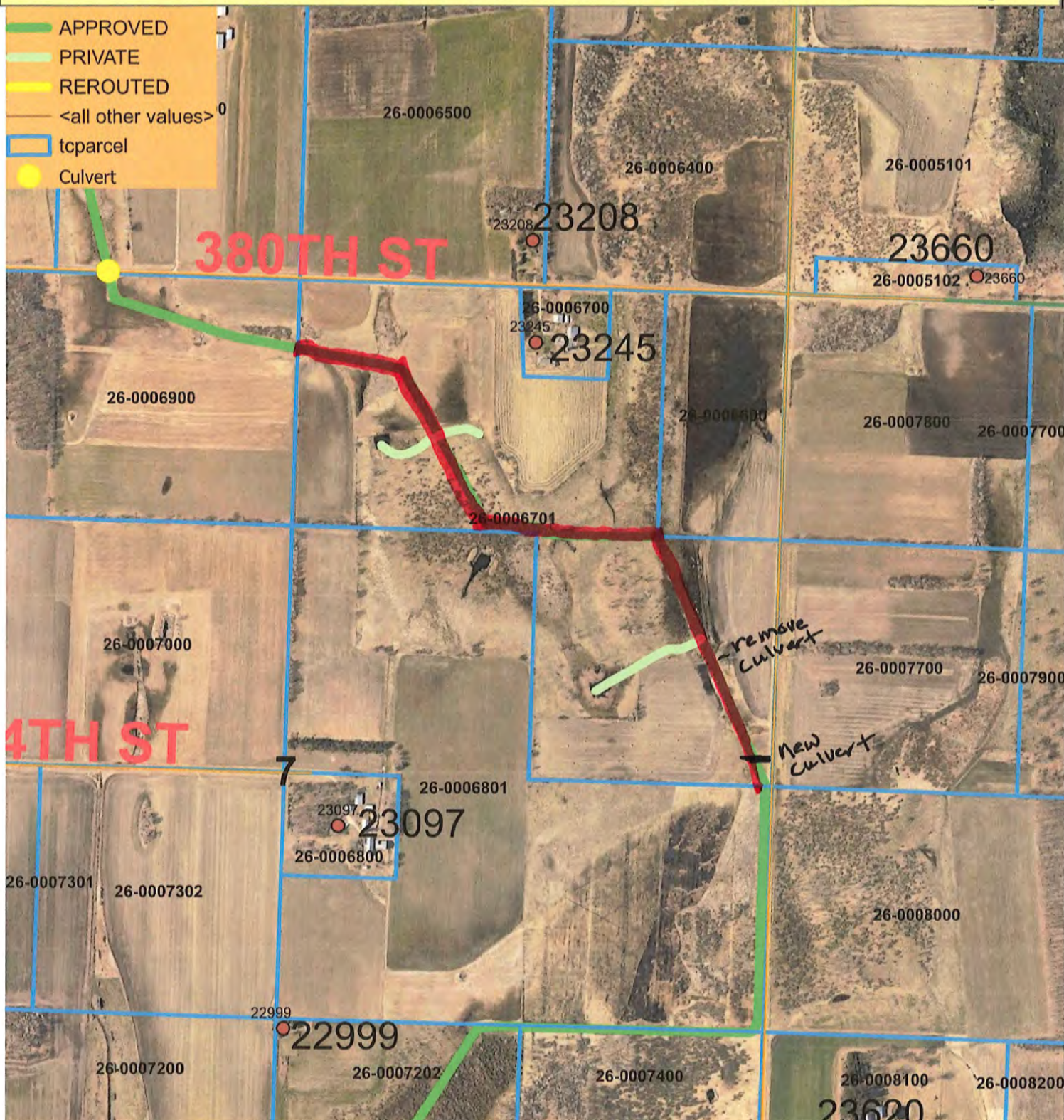
218-736-3018

0 385 770 1,540 Feet

Ward Township Section 7 Twp 131 Range 33



- APPROVED
- PRIVATE
- REROUTED
- <all other values> 0
- tcparcel
- Culvert



County Ditch 11
26-0006701
David & Edna Bontrager
22897 364th St
Browerville, MN 56438

Todd County Ditch & Ag Inspector
44 Riverside Drive
Long Prairie, MN 56347
Office (320)533-4651
nancy.uhlenkamp@co.todd.mn.us
June 25, 2026

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



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

Commissioner's Board Meeting – August 4, 2026
Hold Harmless Agreement – Ditch Maintenance/Install Private Crossing
David & Edna Bontrager – 26-0006701

Failing crossing that will be removed and new culvert installed near south property line



Looking NW off 235th Ave – Ditch completely vegetated. New crossing location.
Red line approximate ditch location.





WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-15
Agenda Topic Title for Publication:		Long Prairie River Watershed Collaborative Fiscal Agent Agreement
Date of Meeting: 8/4/2026	Agenda Time Requested: 3	☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed ☒		
Todd SWCD will continue conducting the fiscal agent duties on behalf of the Long Prairie River Watershed Collaborative. Todd County holds the accounts of the SWCD and needs to be a part of the fiscal agent agreement for this reason. This will also allow Todd County to access watershed funds when needed.		
Options:		
1. Adopt the Fiscal Agent Agreement		
2. Do not adopt		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Adopt the Fiscal Agent Agreement for the Long Prairie River Watershed Collaborative.		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



Long Prairie River Watershed Collaborative Fiscal Agent Agreement

This Agreement is made and entered into between the Todd County Soil and Water Conservation District (SWCD) as Fiscal Agent for the Long Prairie River Watershed Collaborative, and those members of the Long Prairie River Watershed Collaborative (also referred to herein as the "LPRWC") who desire access to funds granted to the LPRWC and who have entered into this Agreement.

RECITALS:

WHEREAS, the parties are political subdivisions of the State of Minnesota, with statutory authority to carry out environmental programs in accordance with Minnesota Statutes Sections 103B, 103C, 103D, 103E, 375 and as otherwise provided by law; and

WHEREAS, Minnesota Statute §471.59 allows the parties to jointly exercise powers common among them and provides for one or more of the parties to exercise powers on behalf of the participating collaborative parties; and

WHEREAS, Minnesota Statute §103B.101 provides for the adoption of a comprehensive watershed management plan also known as the "One Watershed, One Plan" (hereafter "1W1P"), which requires the collaborative parties coordinate with each other to maximize available resources and minimize duplication of services; and

WHEREAS, in 2022, the above Parties adopted both a §103B.101 1W1P for the Long Prairie River Watershed and a §471.59 Joint Powers Collaborative Agreement to implement said 1W1P, known as the Long Prairie River Watershed Collaborative (LPRWC) Agreement; and

WHEREAS, the collaborative parties desire to enter into this Agreement to allow the collaborative to appoint a fiscal agent to administer the Board of Soil and Water Resources (BWSR) Fiscal Year 2026-2027 Watershed-Based Implementation Grant.

NOW, THEREFORE, in consideration of the mutual benefits that each party shall derive from this Agreement, the parties agree as follows:

- 1. Purpose.** The Parties have entered into this Agreement for the purpose of designating Todd County SWCD to serve as Fiscal Agent for the LPRWC in relation to the BWSRs' Fiscal Year 2026-2027 Watershed-Based Implementation Funding Grant ("WBIF Grant"). Said grant will be awarded to Todd County SWCD, on behalf of the LPRWC, to fund projects and programs included within the 1W1P denoted above. This Agreement does not apply to grant funds awarded directly to Todd County SWCD on its own behalf.
- 2. Term.** The Term of this Agreement shall be from the Effective Date, notwithstanding the dates of the signatures of the parties, and shall continue until this Agreement is terminated as provided in this Agreement.

3. General Provisions:

- a. **Compliance with Laws/Standards.** The parties agree to abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
- b. **Compliance with Long Prairie River Watershed Collaborative Agreement.** The parties agree to abide by the terms contained in the Long Prairie River Watershed Collaborative (LPRWC)
- c. **Liability.** The Parties agree that each is independently responsible for complying with this Agreement, the Watershed-Based Implementation Funding (WBIF) Grant Agreement, and the statutes, rules, and regulations which govern the Parties One Watershed – One Plan (1W1P). No Party will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to actions of any other Party or its employees, contractors, and agents. The Parties do not intend to waive any immunities, defenses or limitations of liability available to the Parties at law or in equity and the Parties expressly agree that the terms of this Agreement shall not be construed to constitute any such waiver. The requirements of this section shall survive the termination or expiration of this Agreement.
- d. **Indemnification.** The Parties agree to defend, indemnify and hold harmless Todd County SWCD as the Fiscal Agent, and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by Partner (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Partner, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in this agreement. The terms and provisions of this section shall survive the expiration, suspension or termination of this Agreement.
- e. **Employee Status.** All personnel and contractors of the individual Parties, while engaging in the performance of this Agreement, shall not be considered the employees or contractors of any other Party by way of this Agreement. The individual Parties shall be responsible for their own employees, officers, agents, contractors and subcontractors and such personnel shall not be entitled to any compensation, rights, or benefits of any kind from any of the other Parties to this Agreement.
- f. **Use of Contractors.** The Parties may individually engage contractors to perform WBIF Grant Agreement and Grant Work Plan Projects and Programs. Each individual Party retains primary responsibility for its' own contracts and compliance with this Agreement.

- g. **Workers Compensation, Prevailing Wage and Municipal Contracting Law.** The Parties agree to specifically comply with and assure compliance with the following relating to employees, contractors and subcontractors:
- Comply with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage.
 - Pay prevailing wage for projects in accordance with Minn. Stat. §§177.41 through 177.44.
 - Comply with the Uniform Municipal Contracting Law, specified in Minn. Stat. §471.345 and include supporting documentation of all bidding processes and bids.
- h. **Government Data Practices.** The Parties agree to comply with the Minnesota Government Data Practices Act, (Minn. Stat. Chapter 13), and the Official Records Act (Minn. Stat. Section 15.17), for the data collected, created, received, maintained, disseminated or stored by each respective party in relation to this Agreement and the WBIF Grant Agreement.
- i. **Record Audits.** The Parties agree that in accordance with Minn. Stat. §16B.98, Subd. 8, their books, records, documents, and accounting procedures and practices relevant to the WBIF Grant Agreement and Grant Work Plan are subject to examination by the Fiscal Agent, BWSR, and the state or legislative auditor for the later of the following: a minimum of six years from the end of the WBIF Grant Agreement, receipt and approval of final reports, or the required period of time to satisfy all state retention requirements.
- j. **Publicity and Signage.** The Parties agree that publicity related to work or services performed as part of the WBIF Grant Agreement and Grant Work Plan must identify BWSR as a sponsoring agent and includes those examples listed on the WBIF Grant Agreement. The Parties further agree they will not claim that the State endorses its products or services. In addition, the Parties agree they will comply with the requirements for project signage as provided in Minn. Laws 2010, Chapter 361, Art. 3, Section 5(b) for Clean Water Fund Projects.
- k. **Intellectual Property Rights.** The Parties agree that all Intellectual Property Rights as defined in the WBIF Grant Agreement, which are created and paid for under the same, belong to the State.
- l. **Notices.** Any notice required under this Agreement 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.
- m. **Minnesota Law Governs.** The laws of the State of Minnesota shall govern this Agreement and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in Todd County, State of Minnesota.
- n. **Compliance with the Minnesota Constitution.** The Parties each agrees to comply with the requirements of the Minnesota Constitution regarding use of the Clean Water Funds to supplement tradition sources of funding.
- o. **No Third-Party Beneficiary Rights.** Nothing in this Agreement is intended or may be construed to create third party beneficiary rights or to give any person or entity, other than the Parties to this Agreement, any legal or equitable right, remedy, or claim under this Agreement.
- p. **Assignments, Amendments and Waiver.** The Parties shall not assign any rights and obligations, nor make amendments to any part of this Agreement unless the assignment and amendments are

in compliance with the WBIF Grant Agreement and are in writing and signed by an authorized official of all Parties to this Agreement. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit privilege, or service voluntarily given or performed by a Party shall give any other Party any contractual right by custom, estoppel, or otherwise.

- q. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
 - r. **Advancement.** Nothing in this Agreement shall be construed as requiring Todd County SWCD to advance any Todd County SWCD funds in the event WBIF Grant funds are insufficient to pay any obligation of the LPRWC or the Parties for any reason. Ineligible billings, programs, or projects under this Agreement and the WBIF Grant Agreement shall remain the obligation of the individual contracting Party. That Party shall retain primary responsibility for its' own contracts and compliance with this Agreement.
4. **Termination.** Unless extended by written agreement of the Parties, this Agreement shall terminate upon the occurrence of one of the following events:
- a. Upon written agreement of all Parties; or
 - b. Upon termination of the WBIF Grant Agreement to Todd County SWCD on behalf of the LPRWC and the winding down of the affairs relating to the WBIF Grant Agreement; or
 - c. If the State of Minnesota cancels or terminates the WBIF Grant Agreement for any reason, the Parties agree that remaining available WBIF Grant funds will be paid, determined on a pro rata basis, for services satisfactorily performed under the WBIF Grant Work Plan; and once all available WBIF Grant funds have been expended, all outstanding expenses relating to such services shall be the sole responsibility of the individual Party performing or contracting for the performance of said services.

Upon termination of this Agreement, Todd County SWCD shall pay all outstanding LPRWC obligations, which are compliant with this Agreement and the WBIF Grant Agreement, from the funds managed by Todd County SWCD pursuant to this Agreement to the extent such funds are available. Should there be any surplus funds after all payments have been made and distributed as provided by the WBIF Grant budget, Todd County SWCD shall distribute those funds as provided by the LPRWC Agreement, except that Todd County SWCD shall continue to hold any grant monies and manage said monies in accordance with any grant agreement then in force which obligates Todd County SWCD to hold and/or manage such grant funds.

- 5. **Modification of Grant Agreement.** Todd County SWCD, acting as Fiscal Agent on behalf of the LPRWC for BWSR's Fiscal Year 2026-2027 Watershed-Based Implementation Funding Grant ("WBIF Grant"), retains the right to seek modification of the WBIF Grant Agreement and/or its corresponding Grant Work Plan with BWSR. Before such modification occurs, Todd County SWCD will review the details and rationale of such a modification with the LPRWC. The LPRWC will have the opportunity to provide feedback on such

modification, and Todd County SWCD will make an effort to incorporate such feedback prior to submitting such a modification to BWSR.

6. **Fiscal Agent Reimbursement.** The fiscal agent will be reimbursed from BWSR's Fiscal Year 2026-2027 WBIF Grant for time expended performing fiscal agent duties. Said reimbursement will occur at a minimum quarterly. BWSR billing rate calculators and itemization of time will be utilized.
7. **Todd County SWCD Responsibilities.** Todd County SWCD, acting as Fiscal Agent on behalf of the LPRWC for the WBIF Grant, will perform the following responsibilities.
 - a. Present proposed WBIF Grant Applications (or funding requests) and subsequent Grant Agreements to the Fiscal Agent's governing board for approval and acceptance. Said documents are to be based on the 1W1P and have been vetted through the Policy Committee and Technical Advisory Committee established in the LPRWC Cooperative Agreement .
 - b. Submit the WBIF Grant Application (or funding request) to the BWSR. Todd County SWCD will be the signatory on the corresponding Grant Agreement.
 - c. Administer the WBIF Grant as provided in the WBIF Grant Agreement and corresponding Grant Work Plan. This includes serving as the point of contact for the WBIF Grant Agreement and budgetary and accounting services, such as management of all operating budget funds, payment for contracted services and relevant bookkeeping and record keeping.
 - d. Administer the disbursement of public funds in accordance with the terms of this Agreement, the WBIF Grant Agreement and its corresponding Grant Work Plan, the purposes of the 1W1P, and state and federal laws, including posting grant information on Todd County SWCD's website and completing all grant reporting requirements (ex. BWSR's eLink system).
 - e. Establish a separate fund or funds for management of WBIF Grant monies.
 - f. Todd County SWCD Accounting policies and procedures shall apply to the WBIF Grant fund(s) managed by Todd County SWCD during the term of this Agreement. All funds shall be accounted for according to generally accepted accounting principles.
 - g. Maintain all pertinent books, records, documents and accounting procedures and practices required under the WBIF Grant and by state and federal law and make the same available to the LPRWC and the State Auditor upon reasonable notice.
 - h. Maintain all records related to the fund or funds and retain them in accordance with the record retention policy requirements of the Minnesota State Auditor.
 - i. Annually provide a full and complete audit report of the WBIF Grant per MN Statutes 471.59, Subd. 3.
 - j. Provide, at a minimum, quarterly accounting of the funds, receipts, and disbursements in relation to the WBIF Grant, in a timely manner to both the Plan Coordinator and Policy Committee established under the above-mentioned 1W1P.
 - k. Work collaboratively with the Policy Committee, Implementation Team and Plan Coordinator, established under the above-mentioned 1W1P, in performance of the responsibilities contained in this agreement.
8. **Parties' Responsibilities.** The Parties completing work on behalf of the LPRWC for BWSR's Fiscal Year 2026-2027 Watershed-Based Implementation Funding Grant ("WBIF Grant"), will perform the following responsibilities.
 - a. Comply with the provisions contained within the WBIF Grant Agreement and the corresponding Grant Work Plan.

- b. Adhere to all requirements, policies and procedures set forth in the most recent version of the BWSR's Grant Administration Manual, the applicable Request for Proposal (RFP) for the WBIF Grant, as well as any Grant Program Guidance and Policies from BWSR related to the WBIF Grant.
- c. Comply with the most recent version of all policies and procedures set forth by the LPRWC via its Policy Committee and/or Steering Committee.
- d. Submit to Todd County SWCD quarterly invoices with all supporting information. Invoices shall be submitted within 30 days after the quarter ends. Said invoices will itemize project and/or program costs consistent with the approved WBIF Grant Agreement and Grant Work Plan. Todd County SWCD will then distribute, on a quarterly basis, the WBIF Grant Funds based on approved invoices. Once all available WBIF Grant funds have been expended, all outstanding expenses relating to such services shall be the sole responsibility of the individual Party performing or contracting for the performance of said service, unless additional WBIF Grant funds have been made available to Todd County SWCD for the purposes of the WBIF Grant.
- e. Monitor all hours staff worked on any project or program under the WBIF Grant and report said hours on a quarterly basis to Todd County SWCD with all supporting information, utilizing an approved BWSR time tracking method.
- f. Incur all costs within the effective and expiration dates on the WBIF Grant Agreement.
- g. All services and work performed under the WBIF Grant Agreement must meet the State of Minnesota's satisfaction. If services or work is found unsatisfactory or performed in violation of:
 - WBIF Grant Agreement and/or Grant Work Plan
 - Any policies and procedures set forth in the most recent version of the BWSR's Grant Administration Manual and Grant Program Guidance and Policies from BWSR related to the WBIF Grant.
 - Most recent version of all policies and procedures set forth by the LPRWC via its Policy Committee and/or Implementation Team and/or
 - Federal, state, or local statutes, laws, rules, regulations, or ordinances, the individual Party performing the work or services (or contracting for the same) shall not be reimbursed by Todd County SWCD under this agreement and shall be solely responsible for repayment of already-reimbursed WBIF Grant funds relating to said work or services.

The individual Party will indemnify and hold Todd County SWCD harmless if such a finding occurs and shall return WBIF Grant funds to Todd County SWCD within 60 days of notification by the State of such a finding.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Todd County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Morrison County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Douglas County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Otter Tail County

APPROVED:

BY: _____
Board Chair Date

BY: _____
Auditor Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Todd SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Morrison SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Douglas SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: East Otter Tail SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: West Otter Tail SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Party: Wadena SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager Date



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-16
Agenda Topic Title for Publication:		Approve Public Health Nurse Job Description revision
Date of Meeting: 8/4/2026		Agenda Time Requested: 5 mins ☐ Consent Agenda
Organization / Department Requesting Action: HHS		
Person Presenting Topic at Meeting: Katherine Mackedanz/Jackie Och		
Background: Supporting Documentation enclosed ☒		
The Public Health Nurse job description has been revised to change the minimum qualifications in order to recruit more candidates. This job description revision was discussed at Personnel committee on July 13, 2026 and Todd County worksession on July 21, 2026.		
Options:		
1. To approve the Pubic Health Nurse job description revision. 2. To not approve the Public Health Nurse job description revision.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Public Health Nurse job description revision.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s): Fund 21	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

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

Seal

Todd County Position Description

Department: Health & Human Services
Position Title: Public Health Nurse
Pay Grade: 12
FLSA: Non-Exempt
Status: Union Represented
Reports To: Unit Manager and Supervisor
Date: ~~2024-10~~ 2026-07

Purpose of Position

Under general direction of the Unit Manager and/or Supervisor, this position provides public health nursing to individuals, communities and systems. This position is responsible for using a holistic approach to complete individualized assessments and develop and implement plans using the nursing process, to enhance and protect the quality and dignity of life for the diverse population served. Public Health Nurses focus on promoting healthy families and communities; supporting disabled persons and senior citizens to live independently; preventing and responding to diseases and health threats; and identifying and preventing environmental health hazards.

Basic Performance Expectations of all Todd County Staff

- Serves as a positive example to other County personnel with regard to workplace actions, decisions, work skills, attitude and adherence to workplace policy and procedures.
- Has strong communication and interpersonal skills, is honest, fair and dependable.
- Embodies teamwork and cooperation within and across County departments and with the public.
- Communicates effectively with the Department Head and keeps supervisor apprised of important matters ongoing in the department.
- Respect all colleagues, co-workers, board members and the public and lead those around you to do the same.
- This position requires regular and timely attendance in accordance with the department schedule.
- Performs other duties as assigned or apparent.

Position Specific Essential Duties and Responsibilities

The following duties are normal for this position. These duties are not to be construed as exclusive or all-inclusive. Other duties may be required as assigned. To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

- Assesses clients in the home, office, a community facility, or other places of residence.
- Develops, implements, and evaluates nursing service or care coordination plans; authorizes services for delivery by others involved with a client.
- Provides nursing services, care coordination, crisis intervention, and advocacy for clients.
- Counsels and educates families and community groups in activities that promote a higher level of wellness and reduce the risk of disease and injury, including environmental health threats.
- Coordinates internal and external client referrals; gathers documentation to assist clients in obtaining services and accessing community resources.
- Communicates with medical providers and performs delegated nursing functions, including technical procedures as indicated by the client's individualized plan.
- Documents nursing interactions and maintains client records as required by department policy and the MN Nurse Practice Act.
- Develops and directs service plans for individuals and completes work assignments for paraprofessional staff.
- Interprets department or county policies or other agencies' standards or requirements and coordinates services with others to achieve effective and efficient services.

- Participates in and facilitates a variety of interdisciplinary meetings and client conferences.
- Participates in student educational experiences based on objectives developed by the school and applicable activities identified by the Unit Manager and Supervisor.
- Participates in legal proceedings as warranted per case.
- Participates in community events as required, such as health fairs, immunization clinics, forums, and groups which may occur weekends or evenings.
- Strictly observes all data privacy laws.

The following services and associated duties shall be assigned depending on the agency needs with consideration given to employee strengths. Employees shall expect to be assigned in multiple program areas.

- Maternal Child Health Family Home Visiting and evidence-based family home visiting.
- Child health screening including Child & Teen Checkups and Early Childhood Screening.
- Follow Along Program developmental screening, education and referral.
- Preconception health services
- Child health services including: dental varnish, blood lead screening.
- Follow up and case management for children through Early Hearing Detection & Intervention, and Birth Defects Information System.
- WIC coordinator duties including managing and implementing services for the Women, Infants, and Children Program in compliance with State and Federal guidelines
- Back up Competent Professional Authority (CPA) duties for the WIC program including client certifications, high risk nutrition care plan implementation.
- Car seat education and dispersal.
- Long Term Support Services, MNChoices & Relocation Services Assessment & Coordination.
- MN Senior Health Options, MN Senior Care Plus, Elderly Waiver, Alternative Care grant.
- Community Alternatives for Disabled Individuals (CADI), Community Alternative Care (CAC), Brain Injuries (BI) waivers.
- Public Health Nursing Clinics.
- Immunization services.
- Communicable Disease Prevention and Control services to individuals & communities.
- Participate in public health emergency preparedness activities.
- Provide health plan contracted services follow up for individuals.
- Public Health Nuisance assessments and abatement
- Grant writing, management, implementation and reporting
- Participate in community assessment and planning
- Participate in quality improvement and department strategic planning.
- Community resource, information and referral.
- Other services and/or duties as necessary.

Minimum Education and Experience/Special Requirements

~~Bachelor's degree with coursework in public health nursing resulting in MN registered nurse licensure.~~

~~MN Public Health Nurse Certification.~~

Completion of an approved Associate or Diploma degree that results in MN Registered Nurse Licensure.

Registration of a MN Public Health Nurse Certification within 2 years from date of hire.

Unencumbered MN Registered Nurse License.

Must be able to wear proper PPE needed to perform requirements of the job. This may include an N95, PAPR, etc.

Must possess and maintain a valid Driver's License.

Must pass a criminal background check.

Preferred Qualifications

Prior nursing experience.

MN Public Health Nurse Certification

Bilingual (English/Spanish)

Knowledge, Skills and Abilities

- Knowledge of the Nurse Practice Act, Data Privacy laws, and HIPAA.
- Knowledge of the practice of Public Health nursing theory and its application in the community.
- Knowledge of behavior as it relates to individuals, family dynamics and systems, physical and mental illness, chemical dependence, developmental disabilities, traumatic brain injuries, severe emotional disturbances, and aging, in order to maintain optimal health.
- Knowledge of nutrition best practices in relation to infant and child health issues.
- Knowledge of the socioeconomic factors which promote and maintain optimal health for individuals, families and communities.
- Knowledge and utilization of appropriate community resources and services.
- Knowledge of child welfare laws, the vulnerable adult act and the court system.
- Ability to make independent decisions.
- Ability to analyze and evaluate complex and crisis situations and assist individuals and families in resolving those situations.
- Ability to effectively communicate verbally and in writing, including diverse populations.
- Ability to apply motivational interviewing techniques.
- Knowledge of governmental public health, rules, laws and policies governing health and human services.
- Knowledge of agency operations, policies and procedures.
- Knowledge of quality assurance and quality improvement.
- Knowledge of grant process including applications, contracting, implementation, reporting, and evaluations.
- Skills with computer use and software programs.
- Skill in logical and creative thinking.
- Ability to represent Todd County professionally with other community partners and governmental agencies.
- Ability to work cooperatively and respectfully in all situations.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, using measuring devices, operating machines including office equipment, operating motor vehicles or equipment and observing general surroundings and activities; work has some exposure to outdoor weather conditions and exposure to blood borne pathogens; work is generally in a moderately noisy location (e.g. business office, light traffic).



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-17
Agenda Topic Title for Publication:		Approve FFY2027 Low Income Home Energy Assistance Program Grant Contract & Internal Controls
Date of Meeting: 8/4/2026	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och/Steven McCoy/Julie Lambrecht		
Background: Supporting Documentation enclosed ☒		
Todd County Health & Human Services will administer and deliver the Energy Assistance Program to Todd County Residents, with FFY 2027 beginning October 1, 2026. The Office of the Legislative Auditor (OLA) requires the Minnesota Department of Commerce to ensure Service Providers maintain an effective internal control system and appropriate management of public funds. The Internal Controls Documentation (ICD) helps meet this requirement by documenting specific aspects of a Service Provider's Internal Controls. The ICD is organized in accordance with the United States Government Accountability Office's "Standards for Internal Control in Federal Government."		
Options:		
1. Approve FFY2027 Low Income Home Energy Assistance Program Grant Contract & Internal Controls Documentation.		
2. Not approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve FFY2027 Low Income Home Energy Assistance Program Grant Contract & Internal Controls Documentation.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s): 11-Social Services	☐ Yes ☐ No	EAP Program Year 2025 funding from LIHEAP was \$114,556 and funding from county levy was \$23,852.
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal

STATE OF MINNESOTA
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
Federal Fiscal Year (“FFY”) 2027 GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its **Department of Commerce** ("State") and Todd County Health and Human Services, 212 2nd Ave So, Long Prairie, MN 56347 ("Grantee").

Recitals

1. The State has been granted Assistance Listing (formerly Catalog of Federal Domestic Assistance (CFDA)) 93.568 funds by the United States Department of Health and Human Services (“USDHHS”) Administration for Children and Families. Funds must be expended in accordance with the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621–8630), 45 C.F.R. pt. 96, 2 C.F.R. pts. 200 and 300, the *FFY2027 Minnesota Energy Assistance Program (“EAP”) State Plan*, *FFY2027 Minnesota EAP Policy Manual*, the Service Provider’s *FFY2027 EAP Local Plan*, and *FFY2027 Internal Controls Document*.
2. Under Minn. Stat. § 216C.02, the State is empowered to enter into this grant contract.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1. Term of Grant Contract

- 1.1. **Effective date: October 1, 2026**, or the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Pursuant to [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant contract is fully executed and effective. The Grantee must not begin work under this grant contract until this contract is fully executed and effective and the State has issued, and the Grantee has received a Notice of Funds Available (“NFA”) to the Grantee. Each NFA issued by the State will specify the time period during which the Grantee may perform work and incur eligible costs under this contract. Such time period specified in an NFA may begin on or after the effective date of this contract and may end on or before the expiration date of this contract.
- 1.2. **Expiration date: September 30, 2027**, or until all obligations under this contract have been satisfactorily fulfilled, whichever occurs first. The Grantee must complete all program and fiscal activities for this federal fiscal year no later than December 1, 2027. After December 1, 2027, fiscal activity for this grant contract is prohibited.
- 1.3. **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 4.3.3 Repayment; 9. Liability; 10. Reporting; 13. Audits; 14. Government Data Practices and Intellectual Property; 15.2 State Property; 18. Publicity and Endorsement; 20. Governing Law, Jurisdiction, and Venue; 21. Termination; 22. Data Disclosure; and 25. Tribal Sovereignty.

2. Grantee’s Duties

The Grantee, who is not a state employee, will comply with grants management policies and procedures required by Minnesota law.

The Grantee will perform duties and expend funds in accordance with the terms and conditions set forth in the *FFY2027 Minnesota EAP State Plan*, the *FFY2027 Minnesota EAP Policy Manual*, the Service Provider’s *FFY2027 EAP Local Plan* and *FFY2027 Internal Controls Document*, which are incorporated into this grant contract.

The Grantee will maintain access to and utilize the State's Electronic Household Energy Automated Technology™ ("eHEAT") system through the Grantee's connection(s) to the Internet.

3. Time

The Grantee must comply with all the time requirements described in this grant contract and in accordance with the timelines set forth in the *FFY2027 Minnesota EAP State Plan*, the *FFY2027 Minnesota EAP Policy Manual*, the Service Provider's *FFY2027 EAP Local Plan* and *FFY2027 Internal Controls Document*, which are incorporated into this grant contract.

4. Consideration and Payment, Federal Funds, Repayment and Program Income

4.1. **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows: The Grantee will be paid for eligible costs actually and necessarily incurred in the performance of its duties. As funds become available to the State for the purposes of this grant contract, the State will issue to the Grantee an NFA specifying the amount of funding available to the Grantee under this contract. The NFA is incorporated into this contract. The Grantee will expend funds only within the cost categories and amounts specified in the NFA and in eHEAT.

4.2. **Administrative Costs.** Grantee administrative costs must be necessary and reasonable.

4.3. Payment

4.3.1. **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized cash request (invoice), in a form prescribed by the State, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as frequently as necessary for the Grantee to effectively manage cash to ensure that the timing and amount of cash received by the Grantee is as close as is administratively feasible to the actual disbursement of program costs. The amount of money the Grantee has on hand must not exceed the amount needed for 3 days' business activity, which complies with Section 5 of the Cash Management Improvement Act (31 U.S.C. §6503, 31 C.F.R. pt. 205) and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. pt. 200).

4.3.2. **Federal funds.** Payments under this grant contract will be made, in whole or in part, from federal Assistance Listing (formerly CFDA) 93.568 funds obtained by the State through the USDHHS under the Low-Income Home Energy Assistance Act (42 U.S.C. §§ 8621–8630). The Grantee shall comply with all federal laws, rules, and requirements imposed on these funds, and accepts full financial responsibility for any liabilities caused by the Grantee's failure to comply with them. In addition to the Low-Income Home Energy Assistance Act, applicable federal laws, rules, and requirements include, but are not limited to:

4.3.2.1. OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. pts. 200 and 300);

4.3.2.2. OMB Common Rule as codified at 29 C.F.R. pt. 97;

4.3.2.3. Non-discrimination requirements under the Civil Rights Act (42 U.S.C. § 2000d), the Rehabilitation Act (29 U.S.C. § 794), the Age Discrimination Act (42 U.S.C. §§ 6101–6107), and the Americans with Disabilities Act (42 U.S.C. §§ 12101–12213);

4.3.2.4. Nonprocurement Debarment and Suspension (2 C.F.R. pt. 376);

4.3.2.5. New Restrictions on Lobbying (34 C.F.R. pt. 82);

4.3.2.6. Political Activity provisions of 5 U.S.C. §§ 1501–1508, 7321–7326;

4.3.2.7. Drug-Free Workplace Act (41 U.S.C. §§ 8101–8106); and

4.3.2.8. Fair Labor Standards Act (29 U.S.C. §§ 201–219).

- 4.3.3. **Repayment.** The Grantee will repay the State any funds paid to the Grantee by the State for costs which:
 - 4.3.3.1. The State determines are not eligible under this contract;
 - 4.3.3.2. Another entity has or will compensate the Grantee for;
 - 4.3.3.3. Are not clearly substantiated as eligible under this contract in the Grantee's records; or
 - 4.3.3.4. Are identified as a financial audit exception.
- 4.3.4. **Program Income.** All interest or other income earned by the Grantee on funds advanced to the Grantee by the State will be considered program income and must be reported to the State. Program income may only be expended for activities and costs that are eligible under this grant contract in accordance with the federal guidelines in 2 C.F.R. § 200.307(e)(1).
- 4.3.5. **Restriction on Use of Other Federal Funds for Administrative Costs.** In order to comply with section 2605(b)(9) of the Low-Income Home Energy Assistance Act (42 U.S.C. § 8624 (b)(9)), the Grantee must not supplement funds available to the Grantee under this contract for administrative costs with other federal funds, except for administering Assurance 16 activities, as allowed by LIHEAP IM-2000-12. Any administrative costs for non-Assurance 16 related activities in excess of the LIHEAP administrative allocation to the Grantee, as specified in the NFA and eHEAT, must be paid from non-federal funds. See the Restriction on Use of Other Federal Funds for EAP Administrative Costs section of the *Program Fiscal Management* Chapter of the *FFY2027 Minnesota EAP Policy Manual* for more information.
- 4.3.6. **Subcontracting and Bidding Requirements.** The Grantee must use its own documented procurement procedures for subcontracting goods and services which reflect applicable State and local laws and regulations, provided that such procurements conform to applicable Federal law and the standards identified in the Federal Uniform Grant Guidance including, but not limited to, 2 C.F.R. pt. 200 and the *FFY2027 Minnesota EAP Policy Manual*.
- 4.4. **Contracting and Bidding Requirements for Subcontracts not Legislatively Named**
 - 4.4.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
 - 4.4.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.
 - 4.4.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
 - 4.4.4. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - 4.4.4.1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - 4.4.4.2. [Metropolitan Council Underutilized Business Program \(MCUB\)](#)
 - 4.4.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
 - 4.4.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- 4.4.6. The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.4.7. Notwithstanding 4.4.1 – 4.4.4 above, the State may waive bidding process requirements when:
 - 4.4.7.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - 4.4.7.2. It is determined there is only one reasonably able and available source for such materials or services and that Grantee has established a fair and reasonable price.
- 4.4.8. For projects that include construction work of \$25,000 or more, prevailing wage rules apply pursuant to [Minn. Stat. §§ 177.41](#) through [177.44](#). Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community. A prevailing wage form should accompany these bid submittals.
- 4.4.9. The Grantee must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: <https://mn.gov/admin/osp/government/suspended-debarred/>

5. Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representatives

The State's Authorized Representative is **Tracy M.B. Smetana, Energy Affordability Office Director, MN State Energy Office, 651-539-1826, tracy.m.b.smetana@state.mn.us**, or their successor. The State's Authorized Representative has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract.

The Grantee's Authorized Representative is Jackie Och, Executive Director, 320-732-4444, jackie.och@co.todd.mn.us or their successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

7. Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

- 7.2. **Amendments.** Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8. Subcontracting and Subcontract Payment

- 8.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 8.2. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minn. Stat. § 16B.97, subd. 4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 8.3. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 8.4. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 8.5. The Grantee must pay any subrecipient in accordance with [Minn. Stat. § 16A.1245](#).
- 8.6. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

10. Reporting

The Grantee will provide all reports as may be required by the State from time to time, including but not limited to:

- 10.1. A detailed *FFY2027 EAP Service Provider Local Plan and FFY2027 Internal Controls Documentation*;
- 10.2. Monthly Financial Status Report (FSR), in a form prescribed in the *FFY2027 Minnesota EAP Policy Manual*;
- 10.3. Final Financial Status Report and other closeout documents, in a form prescribed by the State, no later than October 31, 2027, including a listing of un-liquidated obligations of grant funds, if any;
- 10.4. Leveraging Report as required by the *FFY2027 Minnesota EAP Policy Manual*;

- 10.5. A copy of the Grantee's fiscal audit within nine months after the end of the audit period (to comply with 2 C.F.R. § 200.512. Report Submission);
- 10.6. Incident reports as required by the *FFY2027 Minnesota EAP Policy Manual*;
- 10.7. Program audit disclosure letter as required by the *FFY2027 Minnesota EAP Policy Manual*; and,
- 10.8. Responses to monitoring and program audit findings and recommendations as required by the *FFY2027 Minnesota EAP Policy Manual*.

11. Monitoring and Corrective Action

- 11.1. **Monitoring.** The Grantee will allow the State access to its business site(s) and will secure written permission from its sub-grantees to allow the State access to sub-grantees' sites and records for the purpose of monitoring Grantee performance and compliance with contract requirements. The Grantee will cooperate with the State in the performance of such monitoring activities.
- 11.2. **Corrective Action.** If the State finds that the Grantee's performance is deficient or not in compliance with contract requirements, the Grantee will implement each corrective action the State requires. Failure to implement corrective action may void this contract.

12. Financial Records

The Grantee will use such fiscal, audit and accounting procedures as may be necessary to assure and promote sound financial management and compliance with federal regulations specified in 2 C.F.R. § 200.302, including effective internal controls as specified in 2 C.F.R. § 200.303. The Grantee will maintain business records in accordance with the record retention requirements specified in the *FFY2027 Minnesota EAP Policy Manual* and in conformance with generally accepted accounting and auditing principles.

13. Audits

- 13.1. **State Audits.** Under [Minn. Stat. § 16B.98](#), subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
- 13.2. **Federal Audits.** The Grantee's books, financial records, programmatic records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the USDHHS and the Comptroller General of the United States, or their designated representatives, for the greater of a period of three years after the expiration date of this contract or on completion of a federal audit if one is commenced within three years after the expiration date of this contract.
- 13.3. **Single Audit.** The Grantee must comply with the financial and compliance audits requirements of the Single Audit Act Amendments and 2 C.F.R. §§ 200.500-.521, as appropriate. If a management decision letter has been issued to the Grantee by a cognizant agency other than the State for crosscutting audit finding(s) the Grantee is responsible for providing the State with a copy of the management decision letter and any audit finding follow up and/or corrective action plan. In addition, Single Audit must include evaluation of adherence with the Restriction on Use of Other Federal Funds for Administrative Costs requirement set forth in 4.3.5 of this grant contract, as referenced in the Required Audit Contents section of the *Program Fiscal Management* Chapter of the *FFY2027 Minnesota EAP Policy Manual*.

13.4. **Program Specific Audit.** In addition to clause 13.3, the Grantee must, upon request from the State, conduct a program specific audit of the Grantee's Low-Income Home Energy Assistance Program using the guidelines set forth in Assistance Listing (formerly CFDA) 93.568, 2 C.F.R. Part 200, subpart F, or other guidelines set forth by the State.

14. Government Data Practices and Intellectual Property

14.1. **Minnesota Government Data Practices Act.** The Grantee and State must comply with the Minnesota Government Data Practices Act ("MGDPA"), [Minn. Stat. Ch. 13](#), as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this grant contract. The penalties and remedies found in [Minn. Stat. §§ 13.08](#) and [13.09](#) apply to the disclosure of not public data.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The Grantee's response to the request must comply with all applicable laws, as well as the terms of this contract. The Grantee must notify its program applicants and sub-grantees that it will provide applicant and sub-grantee data to the State, and that the State may share applicant and sub-grantee data with other agencies for the purpose of eligibility and program evaluation.

14.2. **Private Data on Individuals.** Under [Minn. Stat. § 216C.266](#), data on individuals collected, maintained, or created because the individual applies for benefits or services provided by the energy assistance or weatherization programs is private data on individuals. In accordance with the MGDPA, the Grantee must not disclose or use private data on individuals for purposes other than administration of the EAP program and those reasons listed in the Tennessee warning provided to all applicants at the outset of the application process, unless the individual subject(s) of the data have given informed, written consent for other uses of their data.

14.3. Social Security Information Exchange.

14.3.1. The Grantee shall comply with limitations on use, treatment, and safeguarding of individual social security data under the Privacy Act (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines.

14.3.2. The Grantee shall comply with the Social Security Administration's (SSA) "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration." The document is available on the Minnesota Commerce website in the "Resources for service providers in the Energy Assistance Program (EAP)" under "[Plans & Reports](#)": <http://mn.gov/commerce-stat/pdfs/2018-ssa-info-exchange-req-pro.pdf>

14.3.3. The Grantee shall ensure its employees properly safeguard Personally Identifiable Information ("PII") furnished by SSA from loss, theft, or inadvertent disclosure; ensure that its employees understand that they are responsible for safeguarding this information at all times, regardless of whether or not an employee is at his or her regular duty station; ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected; send emails containing PII only if encrypted or if to and from addresses that are secure; and limit disclosure of the information and details relating to a PII loss only to those with a need to know.

14.3.4. The Grantee shall ensure its employees receive Personally Identifiable Information (PII) security awareness training and maintain records for employees' mandatory annual certification procedures.

14.3.5. The Grantee will allow the State to conduct at least triennial (recurring every three years) compliance reviews to verify the Grantee's security practices meet SSA standards and Grantee will allow the State access to documents relevant to Grantee's compliance.

14.4. ***Intellectual Property Rights***

14.4.1. ***Intellectual Property Rights.*** The State owns all rights, title, and interest in all the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and sub-grantees, either individually or jointly with others in the performance of this contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or sub-grantees, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

14.4.2. ***Obligations***

14.4.2.1. ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and sub-grantees, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.4.2.2. ***Representation.*** The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents, or sub-grantees retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding clause 9, the Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's

opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

15. Personal Property, State Property and Exception

- 15.1. **Personal Property.** Any purchase of non-expendable personal property that has a useful life greater than one year and a per unit cost of ten thousand dollars (\$10,000.00) or greater must have the State's prior written approval.
- 15.2. **State Property.** Non-expendable personal property that has a useful life greater than one year that is purchased with funds provided under this grant contract shall be the property of the State. Such property in the possession of the Grantee may be subject to an annual inventory audit. The Grantee will deliver such property to the State within thirty days after the expiration or termination of this contract, if requested in writing by the State.

16. Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents are not considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way the State's obligation or responsibility.

17. Affirmative Action

If applicable, the Grantee certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to [Minn. Stat. § 363A.36](#), and, upon request, will provide proof thereof.

18. Publicity and Endorsement

- 18.1. **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and the USDHHS as the sponsoring agencies and must not be released without prior written approval from the State's Authorized Representative. For purposes of this clause, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 18.2. **Endorsement.** The Grantee must not claim that the State or the USDHHS endorses its products or services.

19. Plain Language

All written materials developed or used by the Grantee to communicate with sub-grantees or sub-grant applicants must be understandable to a person of average intelligence and education pursuant to [Minn. Stat. § 256.016](#).

20. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

21. Termination

- 21.1. **Termination by the State.** The State may terminate this grant contract at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed, except as limited by this clause. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 21.2. **Termination by The Commissioner of Administration.** The Commissioner of Administration may immediately and unilaterally cancel this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.
- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if funding is withdrawn by the USDHHS or other funding source, is not obtained from the Minnesota Legislature, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written, fax, or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume. The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.
- 21.4. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the clauses of this grant contract, the *FFY2027 Minnesota EAP Policy Manual*, the *Service Provider's FFY2027 EAP Local Plan*, or the *Service Provider's FFY2027 Internal Controls Document*; that reasonable progress has not been made; or that the purposes for which the funds were granted have not been or will not be fulfilled.
- 21.5. **Termination by the Grantee.** The Grantee may terminate this grant contract at any time, with or without cause, upon sixty days written notice to the State. Such written notice must include proposed terms for the discontinuation of the Grantee's services and an estimated final invoice for the Grantee's services performed. No later than sixty days after termination, the Grantee must submit a final invoice to the State. The State may accept or reject, in whole or in part, the Grantee's proposed terms, estimated final invoice or final invoice. The State shall notify the Grantee of its decision within five business days of its receipt of the Grantee's termination notice, and within fifteen business days

of its receipt of the Grantee's final invoice. Upon termination and submission of a final invoice, and upon the State's acceptance of the final invoice, the Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.6. *Repayment for Ineligible costs.* If the State or the Grantee terminates this contract, the State may withhold payment for outstanding invoiced costs pending its determination of the eligibility of all costs for which the State has paid the Grantee. If the State determines that total payments to the Grantee under this contract exceed eligible costs actually incurred by the Grantee, the Grantee will repay to the State all funds received in excess of eligible costs. This clause shall not be construed to bar any other legal remedies the State may have to recover funds expended by the Grantee for ineligible costs.

21.7. *Cooperation.* In the event of termination under this clause, the Grantee will fully cooperate with the State in the transfer of program information, records and equipment to the State and/or any other entity designated in writing by the State to receive such information, records and equipment.

22. Data Disclosure

Pursuant to [Minn. Stat. § 270C.65](#), and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

23. Discrimination on Account of Race, Creed, or Color Prohibited in Contract

The Grantee will comply with the provisions of [Minn. Stat. § 181.59](#) which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

24. Equal Treatment for Faith-Based Organizations

All agencies must comply with the USDHHS rules regarding nondiscrimination of faith-based organizations as found within 2 C.F.R. pts. 200 and 300 and 45 C.F.R. pts. 87 and 96.

25. Tribal Sovereignty

Pursuant to [Minn. Stat. §§ 16B.98](#), subd. 10 and [16C.05](#), subd. 7, the State may not require a Tribal Nation to deny its sovereignty as a requirement or condition of a grant agreement with the State. Nothing in this grant agreement or acceptance of this grant agreement shall be construed as a waiver or limited waiver of the Grantee’s sovereign immunity. In the event the terms and conditions set forth in this Grant Contract Agreement conflict with the provisions of this section, this section shall govern.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____,

Date: _____,

Swift Contract/P.O.No(s). _____,

Unique Entity ID (UEI) # CG54FXDC3C91

3. MINNESOTA DEPT OF COMMERCE

By: _____,
(with delegated authority)

Title: _____,

Date: _____,

2. Todd County Health and Human Services *The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: _____,

Title: _____,

Date: _____

Distribution:
MN Dept. of Commerce, Accounting Dept
Todd County Health and Human Services
State’s Authorized Representative – Copy

FFY27 EAP Local Plan

Minnesota Department of Commerce, Office of Energy Assistance Programs

Background

The Minnesota Department of Commerce (Commerce) contracts with local Service Providers to deliver Energy Assistance Program (EAP) services. The *Energy Assistance Program FFY27 Local Plan* establishes the expectations between the Service Provider and Commerce. Federal and state rules and regulations require Commerce to ensure Service Providers are prepared to effectively implement program requirements. The Local Plan helps to meet these obligations by documenting the Service Provider's work plan for the upcoming program year. Commerce uses the *Local Plan* to assess and build Service Provider competency and monitor and evaluate the Service Provider's performance.

Re-certification

Your agency's Local Plan is pre-filled with certain responses from your agency's prior year Local Plan. If a response from a prior year is still valid (i.e., has not changed), you may re-certify the response for the upcoming program year. Review all pre-filled responses and indicate whether the response has changed by checking the appropriate box (i.e., "No Change" or "Change") to the right of each answer. Only answers that were pre-filled include the check boxes on the form. Some check boxes refer to entire sections (e.g., Service Provider Information). If any changes are made to the entire section, check the "Change" box.

Examples

For an answer that has not changed, check the **"No Change"** box:

Maintaining household files and records (paper files and/or electronic)

All paper files from households are scanned into Laserfiche ***upon receipt...***

☒ No
Change

☐ Change

For an answer with any change, check the **"Change"** box:

Maintaining household files and records (paper files and/or electronic)

All paper files from households are scanned into Laserfiche ***after complete...***

☐ No
Change

☒ Change

Agency Information

Service Provider Information

Agency Legal Name:				EAP SP #:	
Agency Address:					
City:				Zip:	
Agency Phone (include area code and extensions):			Toll Free Phone:		
Agency Fax:			Agency Web Site:		
Federal Tax ID:			State Tax ID:		

No
Change

Change

EAP Information

EAP Mail Address (if different than above):					
EAP Street Address:					
City:				Zip:	
EAP Phone (include area code and extensions):			EAP Toll Free Phone:		
EAP Fax with area code:			EAP Toll Free Fax:		
EAP Counties/Area Served:					

No
Change

Change

1. Control Environment

1.1. Service Provider Oversight

Service Provider Primary EAP Contacts (include extension with phone numbers)

Executive Director:					
Phone with area code:		E-mail:			
Person supervising the EAP Coordinator:					
Phone with area code:		E-mail:			
EAP Coordinator:					
Phone with area code:		E-mail:			

No
Change

Change

Service Provider Primary EAP Contacts (include extension with phone numbers)

Board or Tribal Chair:			
Phone with area code:		E-mail:	
Fiscal Director:			
Phone with area code:		E-mail:	
Primary Fiscal Contact for EAP purposes? (Y/N):		If not, list Primary Fiscal Contact and E-mail:	
Staff authorized to request cash:		Staff authorized to submit FSRs:	
ERR Coordinator:			
Phone with area code:		E-mail:	
MIS/Technology Director:			
Phone with area code:		E-mail:	
EAP Liaison with WAP:		E-mail:	
WAP Coordinator:			
WAP Coordinator's Agency (if different than above):			
WAP Coordinator's Phone:		E-mail:	
EAP Security Administrator:			
Phone with area code:		E-mail:	

No
Change

Change

EAP Hours of Operation

Business Days (example: Monday – Friday):			
Time EAP Office Opens:		Time EAP Office Closes:	
List all days the Service Provider office is closed other than national holidays:			

No
Change

Change

1.2. Service Provider EAP Organizational Competence

Mission: State the Service Provider's mission.

No
Change

Change

Employee training in working with people of different abilities, ages, backgrounds, beliefs, genders, races, etc.: In the past year, what type of training have EAP staff had to ensure individuals from these diverse groups can access EAP? Example topics could include: unconscious bias, cross-cultural awareness, avoiding stereotypes, generational differences, respect and inclusion, etc. How was this training applied to your work?

Current Service Provider EAP Personnel and Proposed Hiring Plan

Please complete the *Service Provider EAP Personnel and Hiring Plan* worksheet provided with your pre-filled FFY27 Local Plan. **Submit the worksheet via email** along with your completed FFY27 Local Plan. Note that the data provided will be used to monitor employee application submissions.

2. Control Activities

2.1. EAP System Partnerships:

Describe what the Service Provider will do this year to develop and maintain partnerships with:

Energy Vendors

No
Change

Change

Mechanical Contractors

No
Change

Change

Service Provider fiscal department

No
Change

Change

Other EAP Service Providers

No
Change

Change

EACA and Other EAP-related associations

No
Change

Change

State Office

No
Change

Change

2.2. Intake Sites:

List the area information for each EAP intake site other than the Service Provider's main office.

Area Information	Service Area or Intake Sites				
	Intake site 1	Intake site 2	Intake site 3	Intake site 4	Intake site 5
Area name					
Physical Address					
Contact name					
Phone number with area code					
Fax number with area code					
E-mail address					
Days of the week office is open					
Time office opens					
Time office closes					
Months site open, if not full year					
Days location is closed other than national holidays					
Are Apps & Pre-Apps addressed to the site?					

No
Change

Change

2.3. Service Provider Energy Self-Sufficiency (ESS) Goals:

Please indicate your agency's goals for the ESS activities the Service Provider plans to conduct for the EAP program year.

Plan for preparations to conduct ESS

Activity	Describe planned activity (how, when, who)
Building Network of Local Resources:	
Familiarize Staff with Local & Government Resources:	
Training Staff to Elicit Client Needs:	

Plan for providing clients with specific referrals

Brief description of common resources households are referred to.	Estimated # of referrals

Plan for providing applicants with list of referral agencies

Estimate the # of your total clients who will receive the list:

Plan for assisting households to build energy self-sufficiency

Description of program or activity	Activity Type	Estimated # of households

2.4. Outreach Goals:

Please indicate your agency’s goals for the Outreach activities the Service Provider plans to conduct for the EAP program year.

Plan for Informational Outreach preparation activities

Activity	Describe planned activity (how, when, who)
Cross Train in Service Provider Agency:	
Cross Train outside Service Provider Agency:	

Plan for making applications available

Description of event, location and/or method	Estimated # of apps to be distributed

Plan for increasing awareness about the online application:
Describe the planned activities for promoting and publicizing the online application (e.g., posting on agency website, in partner communications, etc.) in the upcoming program year.

Plan for providing informational materials
Informational materials promote awareness of EAP, with the related goal of increased program participation, specifically including activities aimed to increase participation of eligible target group households.

Description of informational material (how, when, who)	Estimated # distributed

Plan for Accessibility Outreach preparation activities

Activity	Describe planned activity (how, when, who)
Customer Service Training:	
Cultural & Diversity Training:	

Targeted Populations and Veterans Outreach:

Describe the planned activities for reaching target populations (i.e., seniors, people with disabilities, and families with children under six) and veterans in the upcoming program year.

Outreach to Hard-To-Reach and Underserved Populations:

Describe the planned activities for outreach to hard-to-reach and underserved populations (e.g., new and established immigrant populations, different cultural communities, people with limited English proficiency or reading skills, etc.) in the upcoming program year.

3. Communication and Information

3.1. Phone Service

Activity	Describe how calls are answered and redirected	
Calls for information, application or referral	Business hours	
	Office is closed	
Calls from people with an ERR or no fuel Crisis	Business hours	
	Office is closed	
Calls from people with speech or hearing disabilities	Business hours	
	Office is closed	
Calls from people with limited English proficiency	Business hours	
	Office is closed	

No
Change
Change

3.2. Equal Access to Service

How will equal access to EAP information, applications and funds be ensured for members of the groups listed below?

Individuals with:	Description of accommodations
Limited English proficiency	
Hearing, speech or visual disabilities	
Developmental disabilities	
Mental illnesses	
Multicultural backgrounds	
Physical disabilities	
Limited or no literacy	

No
Change

Change

Community Assessment

Describe any community-specific needs, issues, or trends affecting EAP households that your agency has identified for the communities served by the Service Provider.

No
Change

Change

Please describe how the needs were identified (CSBG community assessment, surveys, etc.) and when.

No
Change

Change

Indicate the activities, initiatives and/or strategies the Service Provider will implement to address the identified needs, if applicable. In particular, how can EAP help?

No
Change

Change

4. Monitoring

4.1. Quality Assurance:

Self-Monitoring Activities

Service Providers must conduct self-monitoring activities to detect and correct systematic processing errors and/or weaknesses. Complete the table below to indicate the Service Provider plan for self-monitoring.

Self-Monitoring Activity	How often? (daily, weekly, monthly, annually, or as needed)	Responsible Staff (give position/title)
Aging applications check		
Aging Crisis events check		
Aging ERR events check		
Aging payments check		
Employee apps check		
eHEAT access check		
Online applications check		
Refunds check		

No
Change
Change

Describe when and how the Service Provider solicits and collects feedback from EAP households, documents complaints and their resolution, and analyzes results. Summarize the information received and any major actions taken as a result, if applicable.

No
Change
Change

What strengths and weaknesses of the Service Provider were identified through feedback? How will this information be used to enhance Energy Assistance Program delivery?

4.2. Successful Outreach:

How will the Service Provider assess or evaluate the effectiveness of its outreach efforts? In particular, how do you identify unmet needs? How do you determine if households have access to service?

No
Change
Change

4.3. Vendor Management:

What is the Service Provider plan to ensure its program vendors (energy vendors and mechanical contractors) are appropriately trained? This includes EAP policy (e.g., consumption, payments, refunds, name on account, referrals, outreach, etc.) and use of eHEAT.

What is the Service Provider plan for completing compliance auditing of energy vendors by September 1?

5. Required Supplements

Additional Service Provider FFY27 documentation:

- Attach your *FFY27 ERR Procurement Policies and Procedures* (*if changed from previous year*)
- Attach your *FFY27 Internal Controls Documentation*
- Attach your *FFY27 Service Provider EAP Personnel and Hiring Plan* worksheet
- List any other Service Provider activities (if any) not included above, which may affect the program performance or delivery (e.g., additional staff or training, new office processes or procedures, updated equipment or software)

Acknowledgment and certification

The Service Provider acknowledges this *FFY27 Local Plan* as part of the *FFY27 LIHEAP Grant Contract* and certifies the information provided is accurate to the best of their knowledge.

Agency Approval (Executive Director or equivalent)

Name:

Title:

Signature: _____

Date: _____

Commerce Approval

Michael Schmitz
Program Director, Energy Assistance Program

Signature: _____

Date: _____

Todd County Health and Human Services

Energy Assistance Program ERR Procurement Policy

- 1. Purpose**
- 2. Scope**
- 3. Responsibility**
- 4. Code of Conduct**
- 5. Overview**
- 6. Contractor Selection and Bidding Requirements**
- 7. Obtaining Competitive Bids**
- 8. Non-Competitive Contractor**
- 9. Changes to Procurement Policy**

1. Purpose

The Todd County Energy Assistance Program (EAP) Energy Related Repair (ERR) procurement process will follow both the EAP Policy Manual ERR Chapter guidelines and the Todd County Procurement Policy. The process outlined below is designed specifically to respond to the ERR 18/48 hour response timeline and still assure that Todd County is being fiscally responsible in the repair and/or replacement of heating systems for Energy Assistance households.

2. Scope

This policy applies to the procurement of (ERR) services, including the repair and/or replacement of heating systems. The policy applies to any designees ("buyers") of the Service Provider authorized to initiate purchases and contract services on behalf of the Energy Assistance Program.

3. Responsibility

The Service Provider is responsible for determining whether a service and/or purchase is allowable under the terms of the federal grant and the EAP Policy Manual. All designees of the Service Provider will ensure services and purchases are in accordance the policies and procedures of the Energy Assistance Program. Todd County EAP will maintain records in eHEAT and electronically sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: safety of the household, rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

4. Code of Conduct

No employee, officer, or agent of Todd County will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Use or attempted use of the employees official position to secure benefits, privileges, exceptions or advantages for the employee or the employees immediate family or an organization with which the employee is associated, which are different from those available to the public is prohibited. The officers, employees, and agents of Todd County must neither solicit nor

accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of Todd County.

5. Overview

To promote compliance with the EAP Policy Manual and the Todd County Procurement Policy, the Service Provider is required to perform some measure of cost/price analysis when making purchases under federal grants. All contractor price bids or proposals must be evaluated on the basis of compliance with program policy and the contractor's acceptance of the Service Provider's terms and conditions.

- The contractor selection process for furnace repairs valued at less than \$1,100 need not be subject to competitive bid/proposal if the price is determined reasonable. To the extent practicable, Todd County must distribute micro-purchases equitable among qualified suppliers.
- The contractor selection process for repair and/or replacement of heating systems in excess of \$1,100 requires the solicitation of at least two (2) competitive bids/proposals unless obtaining bids/proposals interfere with federal crisis timeline requirements per the EAP Policy Manual.
- The contractor selection process for repair and/or replacement of heating systems in excess of \$10,000 requires competitively based solicitation of a minimum of three (3) competitive bids/proposals and must receive back at least two (2) unless it's a sole source of an emergency that prohibits waiting for additional bids.

6. Vendor Selection and Bidding Requirements

The Service Provider and its designees ("buyer") shall consider the following before selecting a contractor:

- Todd County will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. Any Todd County Department making a purchase using federal awards will review requisition requests submitted for all grant accounts to make sure the contractor is not on the debarment list.
- Todd County will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- All repair and/or replacement of heating systems must be performed by a bonded heating contractor. ERR mechanical work must be done in accordance with applicable state and local building codes and manufacturer's specifications listed in the EAP Policy Manual.
- All necessary affirmative steps will be taken to assure all interested licensed contractors including minority businesses, women's business enterprises and labor surplus area firms are used when possible. Request for contractors to provide ERR services will be advertised annually in local newspapers, including newspapers targeted to minority groups

and women to help assure minority and woman-owned contractors are aware of the opportunity to provide ERR services for EAP.

7. Obtaining Competitive Bids

- At the beginning of the season all contractors will provide a list of specifications on what services they offer such as type of housing their company will work with, the type of fuel that they will work with, the type of equipment they will work on, the brand of heating systems that they may be a specific dealer of, the geographic location they can work in as well as their ability to be available for after-hours service. This knowledge is the criteria that is used for the database that is kept to monitor uniform rotation of requested bids. Therefore allowing for fair competition for work.
- A question that is always asked of the household is if a specific contractor has installed a new heating system at their home within a reasonable timeline and what brand their current heating system is. This information is necessary to determine if a specific contractor is a dealer of the certain brand of heating system that the household currently has and if it is possible some of the parts or labor would be covered under a warranty.
- Two competitive bids shall be solicited for contracted work which is estimated to cost between \$5,000 and \$9,999. Two contractors meeting the above criteria for uniform rotation will be contacted by telephone to provide a bid. Each contractor selected for competitive bids will be provided with the same technical information and program requirements.
- Three competitive bids shall be solicited for contracted work which is estimated to cost \$10,000 or more. Three contractors meeting the above criteria for uniform rotation will be contacted by telephone to provide a bid and two must be received unless it's a sole source or an emergency that prohibits waiting for additional bids. Each contractor selected for competitive bids will be provided with the same technical information and program requirements.

The Service Provider shall provide the following:

- A clear and accurate description of the requirements for the material, product or service; the description shall not be designed to limit competitive solicitation from multiple vendors.
- Program requirements that the bidder is required to fulfill in order for the Service Provider to evaluate bids, including a deadline for bids to be received.
- Provide specific features or requirements a bidder must meet, including the minimum characteristics of work to be done or the range of minimum acceptable standards.
- Promote a preference for energy-efficient products when it is practical.

8. Non-Competitive Contractor

The Service Provider is not required to obtain competitive bids if:

1. The delay in service would cause a life-threatening situation.
2. The item is available only from a single source
3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
4. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity: or

5. After solicitation of a number of sources, competition is determined inadequate. When this situation exists, any proposal accepted under a noncompetitive proposal process will be documented and the documentation kept on file for inspection for a minimum of one year.

9. **Changes to Procurement Policy**

If the methods used for ERR procurement contained herein change at any time during the year, the changes in policy must be submitted to Commerce.

[illegible]

FT	Full-time
PT	Part-time
FTS	Full-time Seasonal
PTS	Part-time Seasonal
OEP	Other EAP Paid
V	Volunteer

*Note: EAP-funded FTE is the percent of the position funded by EAP in Full Time Equivalent (FTE) terms.

[illegible]

FT	Full-time
PT	Part-time
FTS	Full-time Seasonal
PTS	Part-time Seasonal
OEP	Other EAP Paid
V	Volunteer

*Note: EAP-funded FTE is the percent of the position funded by EAP in Full Time Equivalent (FTE) terms.

FFY27 Internal Controls Documentation

Minnesota Department of Commerce, Office of Energy Assistance Programs

Background

Various federal and state rules and regulations require the Minnesota Department of Commerce (Commerce) to ensure Service Providers maintain an effective internal control system and appropriate management of public funds. The Internal Controls Documentation helps meet these requirements by documenting specific aspects of a Service Provider’s Internal Controls. The ICD is organized in accordance with the United States Government Accountability Office’s “Standards for Internal Control in Federal Government” or “Green Book” (GAO-14-704G). Each standard is listed prior to the associated response items for guidance.

Instructions

The Energy Assistance Program (EAP) Service Provider must have appropriate staff from their agency complete the following Internal Controls Documentation (ICD) on an annual basis. Appropriate staff may include the agency Executive Director, Fiscal Director, and EAP Coordinator. Responses from previous years may be used if still valid. The ICD should be updated annually to reflect any modifications to an agency’s internal controls and submitted with the Service Provider’s Local Plan.

Re-certification

Your agency’s ICD is pre-filled with certain responses from your agency’s prior year ICD. If a response from a prior year is still valid (i.e., has not changed), you may re-certify the response for the upcoming program year. Review all pre-filled responses and indicate whether the response has changed by checking the appropriate box (i.e., “No Change” or “Change”) to the right of each answer. Only answers that were pre-filled include the check boxes on the form.

Examples

For an answer that has not changed, check the “**No Change**” box:

Maintaining household files and records (paper files and/or electronic)

All paper files from households are scanned into Laserfiche upon receipt...

☒ No Change

☐ Change

For an answer with any change, check the “**Change**” box:

Maintaining household files and records (paper files and/or electronic)

All paper files from households are scanned into Laserfiche after complete...

☐ No Change

☒ Change

1. Control Environment

Standard 1: The oversight body (e.g., agency Board of Directors) and management should demonstrate a commitment to integrity and ethical values.

EAP Environment: Describe what your agency does to maintain an environment supporting the EAP mission, ethical values, and program integrity efforts. Describe how the agency's commitment to integrity and ethical values is established, communicated and practiced.

No
Change

Change

Standard 2: The oversight body (e.g., agency Board of Directors) and management should oversee the entity’s internal control system.

Board Oversight: Describe the specific actions and means of communication each of the following takes to oversee EAP services.

Board, Tribal Council, or Equivalent

No
Change

Change

Senior Leadership (e.g., Executive Director or equivalent, Fiscal Director)

No
Change

Change

EAP Coordinator

No
Change

Change

Board, Tribal Council, or Equivalent Information: List the full name of each agency board member or equivalent and their length of time serving in their position.

[illegible]

No
Change
Change

Proxy Board Members: If official board members have appointed proxy board members to represent them, please list the official board member name, the associated proxy board member name, and a brief description of the proxy member's qualifications.

Member Name	Proxy Member Name	Proxy Member Qualifications

No
Change
Change

Board, Tribal Council, or Equivalent Meetings: How frequently does the agency board or equivalent meet (e.g., monthly, bi-monthly, quarterly, etc.)?

No
Change

Change

Standard 3: Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the agency's objectives.

Structure of Authority: Describe how each of the following actors assigns responsibility and delegates authority to achieve agency objectives. If changed from previous year, attach a copy of the agency's organizational chart.

Board, Tribal Council, or Equivalent

No
Change

Change

Senior Leadership (e.g., Executive Director or equivalent, Fiscal Director)

No
Change

Change

EAP Coordinator

No
Change

Change

Standard 4: Management should demonstrate a commitment to recruit, develop, and retain competent individuals.

Employee recruitment: Describe what the agency does to ensure it hires competent employees, promotes or enables employee development, and provides employees with the training and tools necessary to accomplish their assigned job duties (provide specific examples).

No
Change

Change

Standard 5: Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

Employee evaluation: Describe how the Service Provider's management (i.e., EAP Coordinator) evaluates EAP employees' performance, including:

Staff knowledge and implementation of program policies and procedures

No
Change

Change

Staff eHEAT and online application proficiency and competence

No
Change

Change

2. Risk Assessment

Standard 6: Management should define objectives clearly to enable the identification of risks and define risk tolerances.

Standard 7: Management should identify, analyze, and respond to risks related to achieving the defined objectives.

Standard 8: Management should consider the potential for fraud when identifying, analyzing and responding to risks.

Standard 9: Management should identify, analyze, and respond to significant changes that could impact the internal control system.

Risk Assessment: Risk assessment is a process to identify potential hazards and analyze what could happen if a hazard occurs. In this section, identify and analyze the Service Provider-specific business risks that could potentially impact EAP's financial integrity (e.g., waste, fraud, or abuse), program reputation, and/or overall quality of services. Because identifying possible risk events is a key component of any risk assessment, examples have not been provided. The extent to which a Service Provider does or does not thoroughly complete this section will indicate the Service Provider's understanding of the risks it faces, and consequently, how well it will be able to prevent or mitigate the impact of those risks if they occur.

Complete the Service Provider Risk Assessment worksheet provided with your pre-filled FFY27 Local Plan and submit the worksheet via email along with your completed FFY27 Local Plan.

FFY27 EAP Service Provider Risk Assessment



Service Provider Agency: Todd County EAP		Service Provider Controls					
#	Event (Describe)	Probability (low, medium, high)	Impact (low, medium, high)	Description of Impact (Describe the specific consequences)	How will the event be identified	Prevention (if applicable)	Mitigation (once it occurs)
1	SP employee fraudulently creates Crisis benefit for family member or friend.	Low	High	Assistance may have be provided for someone who did not meet policy guidelines if not noted before payment. Program and agency integrity is compromised, contract could be jeopardized. Services to the community possibly disrupted, or suspended indefinitely due to fraud. Client and vendor receive funds they are not entitled to and vendor provides service in good faith; full fund recovery may be limited.	EAP Coordinator reviews and certifies all Todd County EAP applications before being sent to payment. Todd County Fiscal Staff reviews information before payment is made. Routine agency self-monitoring checks to mitigate the loss. Report by another employee or vendor.	Separation of duties within the agency. Monitoring activities: conflict of interest training, and controlled review and verification of files of known family members or friends. Routine data checks and file review/certification. Provide training to all staff on crisis policies, conflict of interest, liability for misspent funds, and consequences of fradulent activity.	Disable employee’s eHEAT access. Involve agency compliance department and HR to enforce policies regarding staff fraud. Incident Report filed with MN Department of Commerce within one working day of event or beginning of investigation. Follow MN Department of Commerce recommendations. Inform participant and vendor of ineligible benefit and initiate recovery process for misspent funds.
2	SP employee systematically misapplies verification requirements/ policies	Low	Medium	Assistance may have be provided for someone who did not meet policy guidelines if not noted before payment. Places integrity of EAP at risk. Client and vendor receive funds they are not entitled to and vendor provides service in good faith; full fund recovery may be limited.	EAP Coordinator reviews and certifies all Todd County EAP applications before being sent to payment. Todd County Fiscal Staff reviews information before payment is made. Routine agency self-monitoring checks to mitigate the loss. Report by another employee or vendor.	Separation of duties within the agency. Effective training techniques. Routine data checks and file review/certification.	Report employee to Todd County Health and Human Services Unit Manager. Staff member would be placed on a plan for work monitoring. Review EAP policy requirements again with EAP staff to ensure all staff understand proper procedure.
3	SP employee fraudulently approves EAP benefits without applying verification requirements/policies.	Low	High	Assistance may have be provided for someone who did not meet policy guidelines if not noted before payment. Places EAP integrity at risk. Services to the community possibly disrupted, or suspended indefinitely due to fraud. Client and vendor receive funds they are not entitled to and vendor provides services in good faith; full fund recovery may be limited.	EAP Coordinator reviews and certifies all Todd County EAP applications before being sent to payment. Todd County Fiscal Staff reviews information before payment is made. Routine agency self-monitoring checks to mitigate the loss. Report by another employee or vendor.	Separation of duties within the agency. Routine data checks and file review/certification. Provide training to all staff on policies, liability for misspent funds, and consequences of fradulent activity.	Disable employee’s eHEAT access. Involve agency compliance department and HR to enforce policies regarding staff fraud Report incident to Commerce by completing the “Incident Report Form” within one working day of the event or beginning of an investigation. Follow Commerce recommendations. Inform client and vendor of ineligible benefit and initiate recovery process for misspent funds.

Service Provider Agency: Todd County EAP						Service Provider Controls	
#	Event (Describe)	Probability (low, medium, high)	Impact (low, medium, high)	Description of Impact (Describe the specific consequences)	How will the event be identified	Prevention (if applicable)	Mitigation (once it occurs)
4	SP employee fraudulently falsifies HOUSEHOLD information to benefit family member or friends.	Low	High	Assistance may have be provided for someone who did not meet policy guidelines if not noted before payment. Program and agency integrity is compromised, contract could be jeopardized. Services to the community possibly disrupted, or suspended indefinitely due to fraud. Client and vendor receive funds they are not entitled to and vendor provides service in good faith; full fund recovery may be limited.	EAP Coordinator reviews and certifies all Todd County EAP applications before being sent to payment. Todd County Fiscal Staff reviews information before payment is made. Routine agency self-monitoring checks to mitigate the loss. Report by another employee.	Separation of duties within the agency. Monitoring activities: conflict of interest training, and controlled review and verification of files of known family members or friends. Routine data checks and file review/certification. Provide training to all staff on policies, conflict of interest, liability for misspent funds, and consequences of fraudulent activity.	Disable employee's eHEAT access. Involve agency compliance department and HR to enforce policies regarding staff fraud. Incident Report filed with MN Department of Commerce within one working day of event or beginning of investigation. Follow MN Department of Commerce recommendations. Inform client and vendor of ineligible benefit and initiate recovery process for misspent funds.
5	Private data is compromised	Low	High	Private data is at risk or compromised. Violation of MGDPA, with potential civil/criminal penalties for employee and agency. Data breach may have ramifications related to the contract.	Reported by participant, staff or third party. Routine data checks on release of information disclosure.	All staff is administered information on Data Privacy during fall training and throughout the year. Secure storage systems of electronic and paper data. Record retention policy ensuring appropriate and timely disposal of private data. Routine monitoring of eHEAT Security Agreements and data access.	Report incident to Todd County Financial Services Unit Manager to determine employee consequences. Report incident to Commerce by completing the "Incident Report Form" within one working day of the event or beginning of an investigation. Follow Commerce recommendations. Inform household and other enforcement agencies as appropriate. Review data privacy concerns with entire Todd County EAP staff.
6	Energy vendor fraudulently misreports consumption	Low	High	Program and agency integrity is compromised, contract could be jeopardized. Vendor receives funds they are not entitled to. May result in criminal investigation.	Questions by household of agency staff. Report by vendor staff through routine audit using DOC protocols.	Vendors are contracted and monitored to provide accurate consumption amounts. Staff training to question excessive consumption amounts and validate/document accuracy. Staff and vendor training related to consumption and fraud.	Inform Todd County Health and Human Services Financial Services Unit Manager. Report incident to Commerce by completing the "Incident Report Form" within one working day of the event or beginning of an investigation. Provide updates to Commerce as they occur. Follow Commerce instructions. Immediately audit this vendor to ensure correct consumption figures for all their EAP clients. Take steps to assess scope and mitigate damage/reassess grant(s).

Service Provider Agency: Todd County EAP					Service Provider Controls		
#	Event (Describe)	Probability (low, medium, high)	Impact (low, medium, high)	Description of Impact (Describe the specific consequences)	How will the event be identified	Prevention (if applicable)	Mitigation (once it occurs)
7	ERR contractor fraudulently charges for activities that do not occur	Low	High	Agency funds are misspent. Vendor receives funds they are not entitled to. Reduces funds available for other eligible households. May result in criminal investigation.	Review invoices for questionable charges and discrepancies with work that was procured. Reports by participant.	Every invoice received from the contractor is thoroughly checked for any charges that were not included with the initial bid. Reiterate with contractor throughout the program year that the itemized invoice must reflect actual work completed.	Inform Todd County Health and Human Services Financial Unit Manager. Report incident to Commerce by completing the "Incident Report Form" within one working day of the event or beginning of an investigation. Provide updates to Commerce as they occur. Follow Commerce recommendations. Review all jobs performed by this contractor, to determine the extent of the fraudulent charges. Inform vendor and household of ineligible benefit and start recovery process this may include accessing ability to recoup loss through insurer/bonding agency.
8	Household application is lost	Low	High	Household put in potential life threatening situation if participants are applying as a crisis. Data privacy could be compromised.	Daily data checks. Discover while processing a different HH application. Household report/question. Aging application check.	Applications are only available to employees whom work directly with the EAP participants. Applications are entered by date, and control totals are verified daily. Applications are kept alphabetized in date order throughout the program year to be a double check if they were not properly scanned or scanned in with another HH documents.	Contact household to assess current situation. Expedite processing of the EAP application by scheduling an immediate meeting with the household, or if needed, emergency processing by telephone. Follow up to assure needs were addressed. Determine if cause of loss can be mitigated. Complete incident report.
9	EAP information storage equipment stolen	Low	High	Private data and organizational data, information and equipment s at risk or compromised. MGDPA may be violated, may involve potential civil/criminal charges.	Discovery of missing equipment.	Todd County EAP is located in a secured area. Access code is required for entrance to the main office building.	Report to Todd County Health and Human Services Financial Unit Manager. Work with MIS department to wipe data and law enforcement to aid recovery/mitigate damage. Report incident to Commerce by completing the "Incident Report Form" within one working day of the event or beginning of an investigation. Provide updates to Commerce as they occur.

Service Provider Agency: Todd County EAP						Service Provider Controls	
#	Event (Describe)	Probability (low, medium, high)	Impact (low, medium, high)	Description of Impact (Describe the specific consequences)	How will the event be identified	Prevention (if applicable)	Mitigation (once it occurs)
10	Members of a shared HOUSEHOLD apply for EAP individually; listing different heat vendors.	Low	High	Client and vendor receive funds they are not entitled to and vendor provides service in good faith; full fund recovery may be limited.	eHEAT screen will indicate duplicate address to help eliminate this problem. Vendor complaint	"Privacy Notice and Your Rights and Responsibilities" states that HH may be held civilly or criminally liable under federal or state law for knowingly making false or fraudulent statements on their application. Run queries and duplicate address account checks routinely.	Do not process EAP grant until you investigate to ensure whether they all live in one household. Did one member apply earlier, so one of the applications has already been processed. Report incident to Commerce by completing the "Incident Report Form" within one working day of the event or beginning of an investigation. Provide updates to Commerce as they occur. Follow Commerce recommendations.
11	Program Coordinator leaves the agency or is absent due to unexpected illness or family emergency.	Medium	Low	Program expertise is lost and resources are stretched. Agency is without experienced staff at high volume application and other critical periods.	Program coordinator submits resignation letter. Program coordinator requests unexpected and extended sick time.	Todd County EAP emphasizes the importance of having quality trained EAP staff who can continue to sufficiently run the program.	Remove eHEAT access for program coordinator if resigned or will be out for an extended period of time Immediately inform Commerce of staff loss or absence. Appoint temporary replacement until new person is hired for this position or current coordinator returns. Todd County EAP has fiscal staff that was previously the EAP coordinator, utilize her expertise. Give immediate high priority to appoint and train new program coordinator to ensure EAP program runs smoothly.
12	Other key staff leave unexpectedly or are absent due to unexpected illness or family emergency.	Medium	Medium	Program expertise is lost and resources are stretched Agency is without experienced staff at high volume application and other critical periods	Staff walks off job. Resignation letter from employee. Termination of employment. Unexpected illness.	Todd County EAP emphasizes the importance of having quality trained EAP staff who can continue to sufficiently run the program. Request current staff to work more hours until replacement is found.	Remove eHEAT access for staff member who left agency. Immediately inform Commerce of staff loss. Give immediate high priority to hire and train new EAP or temporary EAP staff to ensure EAP program runs smoothly.

Service Provider Agency: Todd County EAP					Service Provider Controls		
#	Event (Describe)	Probability (low, medium, high)	Impact (low, medium, high)	Description of Impact (Describe the specific consequences)	How will the event be identified	Prevention (if applicable)	Mitigation (once it occurs)
13	Employee misuses private information from eHEAT	Low	High	Private data is at risk or compomised. Violation of MGDPA, with potential civil/criminal penalties for employee and agency. Data breach may have ramifications related to the contract.	Reported by staff, participant, vendor or other entity.	Routine monitoring of who has access to data. Training and observance of staff activities and processes and or responses when dealing with private information. Routine review of eHEAT permissions and access.	Disable employee's eHEAT access. Involve agency compliance department and HR to enforce policies regarding staff data privacy violations. Report incident to Todd County Financial Services Unit Manager and determine employee consequences. Report incident to Commerce by completing the "Incident Report Form" within 1 working day of the event or beginning of an investigation. Immediately review data privacy concerns with entire Todd County EAP staff.
14	Technology failures such as phones, internet or computers	Low	Medium	Household(s) put in life threatening situation, shut off, or results in economic hardship. Temporary delay in processing applications, and emergency assistance. Information left on voicemail is lost.	Internet access not working. Phone service unavailable. Informed by MIS staff of the problem and how long it is expected to affect EAP program.	Todd County MIS has back-up plans and policies in place.	Inform Commerce. Use cell phones to address emergencies. Temporarily relocate to area not affected by technical failure. Various radio announcements will inform the community of our new temporary phone number and location. Emergency needs addressed without entering information in eHEAT (data entered when technical problem is solved).
15	Essential record lost or damaged	Low	Medium	Verification no longer available for EAP application. File cannot be processed or ability to provide timely services is impacted. Essential record not on file as required by EAP manual. File cannot be audited.	Routine data check on aging logged or incomplete applications. Client inquiry on status of their application.	Applications and household information are only available to employees whom work directly with the EAP program. Scan original documents at intake for electronic capability. Todd County MIS policies provide secure protection for electronic data including backups available for lost data. Maintain paper originals through EAP season so there is a paper and electronic copy.	Assess impact and mitigate damage to client. Work to recover document(s) or provide alternative needed documentation, to expedite services, as appropriate. Engage MIS Department in case of failure of electronic systems. Inform DOC as appropriate.

Service Provider Agency: Todd County EAP		Service Provider Controls					
#	Event (Describe)	Probability (low, medium, high)	Impact (low, medium, high)	Description of Impact (Describe the specific consequences)	How will the event be identified	Prevention (if applicable)	Mitigation (once it occurs)
16	Vendor releases private data on client.	Low	High	Private data is at risk or compromised. Violation of MGDPA, with potential civil/criminal penalties for employee and agency. Data breach may have ramifications related to the contract.	Reported by participant, staff or third party.	EAP Director emphasizes data privacy each year, with all our vendors. Data privacy is part of the Vendor Agreement and Vendor Chapter from the Manual.	Notify Todd County Financial Services Unit Manager. Report incident to Commerce by completing the "Incident Report Form" within one working day of the event or beginning of an investigation. Discuss with Commerce whether this vendor should be removed from future eHEAT payments. Follow Commerce recommendations. Remind vendor of "data privacy" issues addressed on Vendor Agreement which this vendor signed at the beginning of the current EAP season.
17	Natural Disaster	Low	High	A disaster such as tornado, flood	Law Enforcement and EM Director	Unpreventable	Incident Report filed with MN Department of Commerce within one working day of event or beginning of investigation. Follow MN Department of Commerce recommendations. Initiate Todd County COOP
18	State Shutdown	Low	High	Unable to Assist Households.	Notification from Department of Commerce.	Out of local EAP providers control.	Assist HH's with A-16 referrals the same as when in ROOM or out of money status.
19	Program participant intentionally commits fraud against the program to illegally obtain benefits	Low	Medium	One household or possibly more than one household may receive benefits they are not entitled to, depending on the scope of the fraud.	Reported by staff in EAP or other programs who have determined the individual may have committed fraud, a vendor or other entity.	Routine data checks and file review/certification. Program staff must assure all supporting documents are authentic, from valid vendors, and supports match the application	Make a referral to Todd County Sheriff's Fraud investigators, cooperated with the investigation. Sheriff/County Attorney will determine if criminal prosecution should be sought. Overpayment cited/collection attempted.
20	HHS Director resigns position	Low	Low	Interim director will need to be designated to perform legal duties of the agency in the absence of the director	Resignations are made public at regular meetings of the Todd County Commissioners	Not applicable	When a new director starts EAP staff will train director on the program, and the directors role in the EAP program.
21	EAP accounting staff resigns position	Medium	Medium	Unable to process payments in eHEAT without and accounting role. Unable to submit monthly FSR and request admin payments.	Notice given to Financial manager	Not applicable	Remove access to eHEAT for existing staff person. Select another staff person to complete the duties of this role and perform training, this person would fill the role interim until a replacement can be hired/trained. This position will also have to attend training through the MN Dept of Commerce. Financial Manager will complete monthly reporting and cash requests until interim or new staff person can be trained

3. Control Activities

Standard 10: Management should design control activities to achieve objectives and respond to risks.

EAP Application processing system: Describe your process for conducting each of the following activities:

Validating the accuracy of and approving Primary Heat benefits

No
Change
Change

Validating the accuracy of and approving Crisis benefits

No
Change

Change

Validating the accuracy of and approving ERR benefits and payments to
mechanical contractors, including separation of duties

No
Change

Change

Prioritizing emergency requests on initial applications

No
Change

Change

Managing variation in application volume (i.e., changes in # of applications received)

No
Change

Change

Maintaining household files and records (paper files and/or electronic)

No
Change

Change

Program Vendor Agreements: Describe how the Service Provider ensures all energy vendors and mechanical contractors have a signed vendor agreement for the current program year.

No
Change

Change

ERR Inspections: How do you conduct your ERR inspections?

Contractor(s)	In-House (SP Staff)	Both
---------------	---------------------	------

No
Change

Change

To pay for an in-house ERR inspection, the EAP Policy Manual limits the costs to the Service Provider mileage rate, employee travel time at the employee cost, and one-half hour inspection charge at the employee cost. If you use an alternative method for ERR inspection cost calculation, including mileage, please explain.

EAP fiscal activities (may require fiscal staff input): Describe how the following are completed; focus especially on what is done to ensure they are completed accurately and without error or misrepresentation.

EAP fiscal reporting (including reconciling actual costs to costs requested in monthly FSR)

No
Change
Change

Cash requests (including ensuring the reasonableness of the requested amount and compliance with 3-day cash on hand rule)

No
Change
Change

How are cash request amounts determined?

As an advance As reimbursement Mix of both

No
Change

If cash requests are made as a mix of reimbursement and a cash advance, please explain

Change

Closeout reporting

No
Change
Change

Out-of-state travel: Were EAP funds used for out-of-state travel in the past federal fiscal year?

Yes No

If so, please indicate the destination, purpose, dates and name(s) of person(s) whose travel expenses were paid for:

Traveler Name	Destination	Purpose	Dates

Subcontract costs: Has the agency subcontracted any EAP services in the past fiscal year (not including costs for ERR heating contractors)?

Yes No

If so, please attach copies of associated contracts and describe the purpose below:

Disallowed costs: Is the agency aware of any EAP Administrative and/or Assurance 16 funds that have been used for costs not allowed by EAP policy, state, or federal law?

Yes No

If so, explain:

Fiscal Information

Is the agency's bank statement reconciled on a monthly basis?

Yes No

No
Change

Change

If changed from previous year, attach an excerpt from the chart of accounts that demonstrates EAP funds are being tracked in the system.

If the agency has an indirect rate agreement, when was it last approved and by what cognizant federal agency?

When Approved	Federal Agency

Organization-wide fiscal health: It is the policy of the State of Minnesota that state agencies ensure that all potential grantees are financially stable prior to executing a grant agreement. This section must be completed by non-profits and municipalities; Native American Tribal Governments may skip this section and continue on p. 19.

Fiscal or Executive Management Assistance: Does your organization receive fiscal or executive management assistance from any other organization?

Yes No

If so, please describe below:

Organization Financial Position

Description of lines of credit:

Line of Credit Name	Amount	Balance	Maturity Date	Current on Payment Terms

Has any other debt been incurred in the past year?

Yes No

Description of new debt:

Debt Source	Amount	Purpose	Length of Term

What is the funding source for paying back the new debt?

Is the organization current on its debt payments?

Yes No

If no, please explain:

If you have had any violations of the terms or covenants associated with the debt agreements in the past year, please explain:

Has the organization had an operating deficit in the past three years?

Yes No

If yes, what was the reason and how was it financed?

I

Is an operating deficit anticipated in the next year?

Yes No

If yes, what is the organization's plan to have an operating surplus in the future?

Does the organization have a designated operating reserve fund?

Yes No

Has the organization had an unrestricted net asset deficit in the past three years?

Yes No

If yes, what was the reason?

Is an unrestricted net asset deficit anticipated in the next year?

Yes No

If yes, please explain:

Board and Management Liability

Are the staff/officials who control the funds of the organization bonded?

Yes No

Does the organization have Directors and Officers (D&O) liability insurance?

Yes No

Are there any current or pending lawsuits against the organization?

Yes No

If yes, what would be the impact on the organization's financial position?

Has the organization lost any funding due to accountability issues, misuse, or fraud in the past year?

Yes No

If yes, please describe the situation, including when it occurred:

Payroll Accounting Policies and Procedures

Which of the following best describes your organization's accounting system?

Automated

Combination

Manual

No
Change
Change

Are all accounting records adequately protected from fire, damage, and unauthorized access?

Yes

No

Do EAP staff complete time sheets?

Yes

No

If yes, what length of time does the timesheet cover?

Month

1/2 Month

Week

2 Weeks

Other:

Are staff timesheets signed by both the employee and their immediate supervisor or designated authorizing official (approval may be done electronically)?

Yes

No

Do staff time and attendance records display time spent on various activities such as administration, Outreach, and Energy Self-Sufficiency?

Yes

No

How often are time and activity reports reconciled to payroll distribution?

Monthly

Quarterly

Annually

Other:

Is the staff level of effort on the timesheet consistent with accounting system reports?

Yes

No

Are time studies conducted for employees who are paid from multiple sources?

Yes

No

Independent Fiscal Audit Information

Name of Audit Firm:

Number of consecutive years this firm has audited the agency:

Have they performed any other professional services for the agency in the last two years?

Yes

No

If yes, please describe

Next Audit

Date:

Do you competitively bid out your audit every 3-5 years?

Yes

No

Standard 11: Management should design the entity’s information system and related control activities to achieve objectives and respond to risks.

Fiscal Transactions: Service Providers should have fiscal policies and procedures that conform to Generally Accepted Accounting Principles (where applicable); they should include designating authorized personnel with program specific knowledge. Describe how the accuracy and timeliness of fiscal transactions are assured in terms of:

Communication between program and fiscal staff

No
Change

Change

Separation of duties

No
Change

Change

Data Privacy: Service Providers should manage the agency’s information system for appropriate access by internal and external sources to protect private household data. Describe how this appropriate access is assured in the following areas:

eHEAT roles and access management

No
Change
Change

Agency-managed information systems and/or databases with EAP household data (e.g., Laserfiche, CAP60, Visions, etc.)

No
Change
Change

Standard 12: Management should implement control activities through policies.

Policies and procedures:

When were the organization’s policies and procedures written or last updated? If updated within the past year, please submit the contents page, as prompted in the “Optional Updated Attachments” section on p. 28.

No
Change
Change

Are the organization and its staff following their written policies and procedures related to fiscal transactions such as purchasing, staff time charges, and allocation plans?

Yes No

Do they contain information about restricted grant funds and treatment of disallowed costs?

Yes No

No
Change

Does the organization have formal written travel policies?

Yes No

Change

Do they address out-of-town travel?

Yes No

Does the organization have a written conflict of interest policy for agency personnel?

Yes No

Service Provider Organizational Conflict of Interest:

Does the Service Provider have any actual and/or potential organizational conflicts of interest?

According to the Minnesota Department of Administration's Office of Grants Management Policy 08-01, organizational conflicts of interest occur when:

- A Service Provider's objectivity in carrying out EAP is impaired or compromised due to competing duties or loyalties

Yes No

If yes, please describe the conflict(s) and explain the control mechanisms.

Does the organization conduct Human Resources (HR) planning?

Yes No

Does the organization regularly update job descriptions?

Yes No

4. Information and Communication

Standard 13: Management should use quality information to achieve the entity's objectives.

Standard 14: Management should internally communicate the necessary quality information to achieve the entity's objectives.

Board Communication: How does the organization communicate with its Board regarding program and fiscal outcomes (including how often)?

No
Change
Change

Program Communication: How does the organization communicate with its employees regarding program-related policies and procedures (e.g., disseminating information from The Energizer)?

No
Change
Change

Fiscal Communication: How does the organization communicate with its employees regarding policies and procedures that have fiscal implications which could impact their grant(s)?

No
Change

Change

Standard 15: Management should externally communicate the necessary quality information to achieve the entity's objectives.

This standard is addressed in the agency's Local Plan.

5. Monitoring

Standard 16: Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.

Program Evaluation: The agency Executive Director or equivalent should describe how the Service Provider management (i.e., Board, Executive Director, etc.) evaluates the effectiveness and efficiency of EAP services and contract compliance

No
Change

Change

Self-Monitoring Areas:

What does the Service Provider do to monitor its EAP performance in the following areas?

Area	Describe the monitoring process used in each area:
Application processing timeliness	
Accuracy and timeliness of reporting to Commerce	
Accuracy of EAP information and data	

No
Change

Change

Energy Vendor Information

Beyond annual auditing of an energy vendor, describe additional types of monitoring activities the Service Provider does on a regular basis to ensure:

The accuracy of energy vendor consumption information

No
Change

Change

The accuracy of the household's Emergency Verification Information for determining Crisis benefit eligibility and Crisis benefit amount

No
Change

Change

Service Provider staff are consistently obtaining Delivery Confirmation Information

No
Change

Change

[Illegible text]

Internal Control Deficiency Resolution

Describe what the agency does to address internal control deficiencies once they are identified:

Agency Management

No
Change

Change

EAP Coordinator

No
Change

Change

Required Updated Attachments

- Agency Organizational Chart
- Board of Directors (and proxy member) attendance record for the last full calendar year or fiscal year if the agency has a Board
- Copies of any sub-contracts funded with EAP funds in the past year (not including ERR costs)
- Service Provider Risk Assessment (.xlsm)

Optional Updated Attachments (if changed from previous year)*

- Agency Bylaws (if a nonprofit agency)
- Travel policies and procedures
- Contents page of agency policies & procedures manual
- Excerpt from agency chart of accounts demonstrating tracking of EAP funds
- Approved Cost Allocation Plan (if applicable)

****By not submitting any of these attachments you are certifying that they have not changed.***

Acknowledgment and Certification

By signing this document I acknowledge I have reviewed its contents and certify the accuracy of the information contained therein:

Agency Approval (Executive Director or equivalent)
Name: _____ Title: Executive Director or equivalent Signature: _____ Date: _____

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Health and Human Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (2) Notify the employer in writing of his or her conviction

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I

(GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

for a violation of a criminal drug statute occurring in the work-place not later than five calendar days after

such conviction.

- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to EAP grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:

(Street address, city, county, state, zip code)

☐ Check if there are workplaces on file that are not identified here.

4. Lobbying Disclosure Act of 1995, Simpson-Craig Amendment

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated person or persons in a particular municipality, and the net earnings of which are devoted exclusively to charitable, educational, or recreational purposes.

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended ["Simpson-Craig Amendment," see Section 129 of The Balanced Budget Down payment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; OR that it IS an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF AGENCY	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

FA-CERTS (10/10)



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion	☐ Report	20260804-18
☐ Discussion	☒ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	2027 Non-Union and Appointed Officials Salaries	
Date of Meeting: August 4 th , 2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: Supporting Documentation enclosed ☐		
The Todd County Board of Commissioners desire to set salaries for appointed positions and employees not covered by a collective bargaining agreement. The wage recommendations on the attached resolution have been reviewed by the Personnel Committee.		
Options:		
1. Approve the attached Resolution setting the 2027 Non-Union and Appointed Officials Salaries		
2. Do not approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the Resolution setting the 2027 Non-Union and Appointed Officials Salaries		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



2027 Non-Union Employees and Appointed Officials Salaries

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

WHEREAS, the Todd County Board of Commissioners desire to follow the same pattern bargained with unions for the non-union regular full-time employees and appointed officials, and;

WHEREAS, a 3.0% general wage increase will take effect on the first day of the first full pay period in January 2027, applicable to all regular full-time employees whose salaries do not exceed the maximum of the salary schedule.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners authorize the that a 3.0% general wage increase will take effect on the first day of the first full pay period in January 2027, applicable to all regular full-time employees whose salaries do not exceed the maximum of the salary schedule.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-19
Agenda Topic Title for Publication:		Organizational Chart Update - Public Works
Date of Meeting: August 4 th , 2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Lisa Guzek/Jackie Bauer		
Background: Supporting Documentation enclosed ☐		
Requesting approval to update the Public Works Organizational Chart to reflect the removal of the Ditch Inspector position from the Public Works Department organizational structure and establish it as a separate department, Ditch Inspector. This request was presented during the July 7, 2026, Work Session and was recommended for approval by the Personnel Committee. Creating a separate Ditch Inspector department was the County's original intent in 2017; however, the organizational chart was never updated to reflect that change. The Ditch Inspector office will continue to be located at the Main Public Works Shop.		
Options:		
Approve the requested Organizational Chart Change		
Do Not Approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

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

Auditor/Treasurer Archival Purposes Only:

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

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20260804-20
Agenda Topic Title for Publication:		Approval of Gallagher's Recommendation to Reclassify the Human Resources Assistant Position from Grade 4/D to Grade 5/E
Date of Meeting: August 4 th , 2026	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Lisa Guzek/Jackie Bauer		
Background: Supporting Documentation enclosed ☐		
At the recommendation of the Personnel Committee, the Human Resources Assistant job description was submitted to Gallagher for a classification review. Following its evaluation, Gallagher recommended reclassifying the position from Grade 4/D to Grade 5/E based on the expanded duties and responsibilities assigned to the position, particularly in the areas of payroll and human resources within the Administration Office.		
Options:		
1. Approve the Reclassification of the HR Assistant Position from 4/D to 5/E		
2. Not Approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

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

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal