

TODD COUNTY BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

Date: Monday August 20, 2012

Time: 9:00 AM

Meeting to be held at the Historic Courthouse 215 1st Avenue So, Long Prairie, Minnesota

Item #		Approx. 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	Approve August 7, 2012 Minutes	
4.2	Approve Actions of August 14, 2012 H&HS Committee	
4.3	Commissioner Warrants	
5	LP Hockey Association	9:05
6	Public Works	9:10
6.1	Contract Award (2012 Pavement Markings)	
7	Soil, Water & Conservation District	9:15
7.1	CUP - Darlene Lester - Temporary Housing	
8	Administration	9:20
8.1	Hands of Hope Lease Space	
8.2	Kinship Lease Space	
	Standing Reports	
	Administrator's Report	
	Commissioners' Report	
	Adjourn	

The County Board Meeting will begin promptly at the prescribed time. The County Board reserves the right to alter the order of the agenda items and the amount of time allowed for an item based on business needs.

TODD COUNTY BOARD OF COMMISSIONERS

*Minutes of the Meeting of the Todd County Board of Commissioners held on
August 8, 2012*

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 8th day of August, 2012 at 9:00 AM. The meeting was called to order by Chairperson Ruda with all members present. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

On motion by Blessing and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the agenda with the following changes:

1. Add – Contracted GIS Services
2. Remove – Letter of Agreement TCSO Clothing Allowance

Routine Business

On motion by Kircher and second by Blessing, the following motion was introduced and adopted by unanimous vote: To approve the July 17, 2012 Minutes as read.

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the actions of HHS Committee Meeting held July 24, 2012 in accordance with the minutes on file in the Todd County Administration Office.

On motion by Neumann and second by Blessing, the following motion was introduced and adopted by unanimous vote: To approve Commissioner warrant numbers 31791 thru 31919 in the amount of \$197,606.05 for payment on August 10, 2012.

On motion by Kneisl and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve Auditor warrant numbers 218434 thru 218638 in the amount of \$3,358,490.77 for the month of July 2012.

Auditor/Treasurer

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

REAPPOINTMENT OF KATHLEEN HETLAND TO THE HOUSING AND REDEVELOPMENT AUTHORITY BOARD OF TODD COUNTY

WHEREAS, The Todd County Board of Commissioners, of Todd County, Minnesota held a duly authorized special meeting on the 12th day of September, 1972; and
WHEREAS, at said meeting a resolution was passed and adopted declaring the need for a Housing and Redevelopment Authority in Todd County, Minnesota; and
NOW THEN IT RESOLVED, pursuant to the provisions of the Municipal Housing and Redevelopment Act of the State of Minnesota, the County Board of Commissioners of Todd County, Minnesota, hereby

TODD COUNTY BOARD OF COMMISSIONERS

reappoint the one person hereinafter named to serve as Commissioner of the Housing and Redevelopment Authority of Todd County, Minnesota, and to serve for a period of five years as hereinafter stipulated:

Kathleen Hetland -renewal thru 9-18-2017

On motion by Neumann and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve a one day dance license for the American Legion Post 417, of Little Sauk to hold a street dance in the parking lot of the Legion to be held August 25, 2012.

On motion by Neumann and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve a one day Temporary On-Sale Liquor license for the American Legion 417 of Little Sauk to sell liquor in the parking area during a street dance to be held August 25, 2012.

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the contract with Miller Brothers' of Long Prairie in an amount of \$1,500 for repair to the roof at the Expo Building at the Todd County Fairgrounds.

Public Works

On motion by Kneisl and second by Blessing, the following resolution was introduced and adopted by unanimous vote:

FINAL PAYMENT AUTHORIZATION – SP 077-070-004

2012 HSIP PROJECT (GROUND-IN WET REFLECTIVE PAVEMENT MARKINGS)

WHEREAS, the contract with Traffic Marking Services, Inc. for the 2012 HSIP Project (Ground-In Wet Reflective Pavement Markings) known as SP 077-070-004 located along various Todd County Highways, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled and completed in 2012 with the value of the total work certified being \$204,159.71, and;

WHEREAS, partial payments amounting to \$193,951.72 have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that \$10,207.99 still remains to be paid to Traffic Marking Services, Inc.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners does here accept said completed project for and in behalf of the County of Todd and authorize final payment as specified.

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

FINAL PAYMENT AUTHORIZATION - 2012 PAVEMENT STRIPING CONTRACT CP 77-12-03

WHEREAS, the contract with Traffic Marking Services, Inc. for the 2012 Pavement Striping Contract known as CP 77-12-03 located along various Todd County Highways, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled and completed in 2012 with the value of the total work certified being \$75,677.01, and;

WHEREAS, partial payments amounting to \$71,893.16 have been previously been made to the contractor as work progressed, and;

TODD COUNTY BOARD OF COMMISSIONERS

WHEREAS, it has been determined that \$3,738.85 still remains to be paid to Traffic Marking Services, Inc.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners does here accept said completed project for and in behalf of the County of Todd and authorize final payment as specified.

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

UTILIZATION OF FEDERAL TRANSPORTATION FUNDING FOR THE 2016 FEDERAL PROJECT ON COUNTY STATE AID HIGHWAY #10

WHEREAS, the Minnesota Department of Transportation (MnDOT) established eight Area Transportation Partnerships (ATP) throughout the State of Minnesota to develop prioritized lists of transportation projects seeking federal funding under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for inclusion in the State Transportation Improvement Program (STIP) and;

WHEREAS, the Central ATP prioritizes projects seeking SAFETEA-LU funding in the Counties of Benton, Cass, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, Sherburne, Stearns, Todd, Wadena, and Wright; and is finalizing the completion of its 2013-2016 Area Transportation Improvement Program (ATIP) that becomes a subset of Minnesota's 2013-2016 STIP and;

WHEREAS, Region Five Development Commission, representing the Counties of Cass, Crow Wing, Morrison, Todd and Wadena supports the ATP in the execution of its responsibilities by soliciting and selecting projects in Region Five and recommending them for inclusion in the ATP's Draft ATIP and;

WHEREAS, the ATP grants regions the authority to determine the federal SAFETEA-LU funding amount recommended for each project that is selected for programming in the ATIP and;

WHEREAS, the Region Five Development Commission recommended the ATP program federal funds in the amount of \$864,300 in year 2016 of its 2013-2016 ATIP for the County State Aid Highway #10 Project submitted by Todd County and;

WHEREAS, each jurisdiction and/or agency must acknowledge the amount of federal funds recommended by the Region Five Development Commission and commit the necessary local funding to match the SAFETEA-LU funds requested, as well as any other funding that may be necessary to complete the project as proposed in its application and;

WHEREAS, Todd County acknowledges the \$864,300 in federal SAFETEA-LU funds that is being recommended by the ATP for the County State Aid Highway #10 Project and understands that a minimum local financial match of \$425,700 will be necessary based on the present cost estimate to fully implement the project and;

NOW, THEREFORE BE IT RESOLVED, Todd County agrees to commit the necessary local revenues to match the SAFETEA-LU funds approved by the ATP and included in the STIP and to cover any other costs that may be necessary to complete the project as submitted.

On motion by Blessing and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve attached cooperative agreement. The cooperative agreement defines the roles and responsibilities of the City of Long Prairie and Todd County for the proposed 2016 Project on County State Aid Highway #40 (8th Street). Complete agreement on file in the Administrator's Office.

TODD COUNTY BOARD OF COMMISSIONERS

Rural MN Counties Caucus

Dan Larson from Minnesota Rural Counties Caucus discussed membership in the organization with the County Board.

Administration

On motion by Neumann and second by Blessing, the following motion was introduced and adopted by unanimous vote: To approve amendment to the Justice Building remodel plans and amend project budget to \$97,000.

On motion by Blessing and second by Kneisl, the following resolution was introduced and adopted by majority vote with Neumann voting against:

A RESOLUTION ESTABLISHING A POLICY FOR COUNTY BOARD CONSIDERATION OF SPACE RENTAL

WHEREAS, the Todd County Board of Commissioners has established strategic priorities that state, in part: Todd County values community involvement, we promote collaboration and cooperative partnerships among individuals, communities, organizations and businesses within the County, region and State, and;

WHEREAS, Todd County has many partner organizations that may make requests to the County for access to space in the County's facilities, and;

WHEREAS, the Todd County Board of Commissioners desires to help these organizations fulfill their mission, further advancing the mission of the County.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners establishes the following policy related to access and use of the County's facilities:

Purpose:

The purpose of this policy is to establish Todd County's position regarding use of and access to the County's facilities. The fundamental purpose of the policy is to allow county staff, county related organizations, and community organizations access to the County's facilities in a reasonable and secure manner.

The County reserves the right to approve or reject requests for usage of space on a case by case basis, taking in to consideration the established policies, demand on county facilities and overhead costs. Approval or denial of one application or request is not intended to set precedent for approval or denial of another application or request.

TODD COUNTY BOARD OF COMMISSIONERS

Article I. **Restrictions and Requirements.**

Section 1.01 Eligibility. To be eligible to use the County's space for official purposes, an organization must be designated as a county, public, non-profit or not-for-profit organization. Any community organization without such a designation must request recognition from the County Board before they are eligible to request use of the County's space.

- (a) An organization seeking to be recognized by the County Board must present a resolution to the County Board outlining the Organization's mission, key officers and an overview of activities or planned activities.

Section 1.02 All Todd County owned facilities are governed by this policy, with the exception of parks, trails and open spaces.

Article II. **Lease Agreements.**

Section 2.01 Appropriate use and Authorization of Lease Agreements.

- (a) The County Board reserves the authority to approve lease agreements regarding use of county owned space.
- (b) Lease agreements are appropriate when an organization is requesting dedicated space in county facilities, accessible only by staff of that organization.

Section 2.02 Criteria.

The following points will be considered by the County Board in determining whether or not space will be leased to an organization, and in determining the provisions of said lease.

- (a) Status of the organization (non-profit, not-for-profit, public, etc...).
- (b) Availability of space.
- (c) Impact of sharing space with the organization from an internal operations perspective (overhead, facilities, MIS, Administration, etc...).
- (d) Impact of sharing space with the organization from a service to the public perspective.
- (e) Compatibility of the mission of the organization with the County.
- (f) Availability and cost of private options.
- (g) Other factors that the County Board deems advisable.
- (h) Cost per square foot for utilities, maintenance, overheads, etc... shall be calculated to inform the County Board.

Section 2.03 Process.

- (a) The organization shall petition the County Board to engage in a lease agreement with the County Board.
- (b) The County Board shall make a determination of eligibility, and give guidance to Administration in development of the lease.
- (c) The lease will be approved by the organization requesting space prior to the County Board considering the lease.

TODD COUNTY BOARD OF COMMISSIONERS

Article III. **Intermittent Work Space.**

Organizations may request county space on an intermittent basis. The County will generally make an effort to accommodate these needs. However, the operational needs of the County staff take precedence.

Section 3.01 Authorization of use for Intermittent Work Space.

- (a) The Department Head or Division Director responsible for a work area may authorize use of work stations and office space.

Section 3.02 Criteria.

The following points will be considered by the Department Head/Division Director in determining whether or not space will be leased to an organization, and in determining the provisions of said lease.

- (a) Status of the organization (non-profit, not-for-profit, public, etc...).
- (b) Availability of space.
- (c) Impact of sharing space with the organization from an internal operations perspective (overhead, facilities, MIS, Administration, etc...).
- (d) Impact of sharing space with the organization from a service to the public perspective.
- (e) Compatibility of the mission of the organization with the County.
- (f) Other factors deemed advisable.

Article IV. **Meeting Rooms**

The County has several meeting rooms available for use. The County will generally make an effort to accommodate requests for approved organizations.

Section 4.01 Authorization of use for Meeting Rooms.

- (a) Any staff member with access to the County's online meeting room scheduling system may schedule a meeting room for an approved organization.

Section 4.02 Criteria.

The following points will be considered by the staff member in determining whether or not space will be leased to an organization, and in determining the provisions of said lease.

- (a) Status of the organization (non-profit, not-for-profit, public, etc...).
- (b) Availability of space.
- (c) Other factors deemed advisable.

Section 4.03 Requirements

- (a) Organizations using the County's meeting rooms are responsible for leaving the room tidy, emptying garbage, etc...
- (b) Organizations must secure the meeting room and facility as appropriate following the meeting.
- (c) Organizations must report any damage to County Administration immediately upon discovering said damage.

Section 4.04 Hours of Availability.

- (a) The County's meeting rooms will generally be available to approved organizations between the hours of 8 am and 4:30 pm, Monday thru Friday excluding Holidays.

TODD COUNTY BOARD OF COMMISSIONERS

- (b) Arrangements may be made to allow approved organizations access to the County's meeting rooms after approved hours. The primary criteria for determining whether or not a meeting room may be used outside of approved hours is the ability to ensure security of the building(s) before, during and after the use of meeting room.

Section 4.05 Meeting Rooms Included in this Article.

- (a) Todd County Historic Courthouse
 - (i) Prairie, Lakes and Forest Conference Rooms
- (b) Main Street Government Center Community Room
- (c) North Todd County Service Center Large Meeting Room
- (d) Annex II Meeting Rooms 1 and 2

On motion by Kneisl and second by Blessing, the following motion was introduced and adopted by unanimous vote: To approve negotiating terms to lease space to Hands of Hope in the Todd County Government Center, and to bring forth a proposed agreement to the County Board.

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve modifications to the Todd County Data Practices Policy, on file in the Todd County Administrator's Office.

On motion by Kircher and second by Blessing, the following motion was introduced and adopted by majority vote with Neumann voting against: To approval of a reimbursable per diem rate of \$31.00 for travel to Nashville, TN for grant required training for Todd County Employees and Volunteers effective from July 22, 2012 to July 28, 2012.

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve agreement with Jake Rodel, independent contractor for GIS services at a rate of \$25 per hour, not to exceed \$1200 per month.

Soil, Water, Conservation and Development Division

On motion by Kneisl and second by Kircher, the following resolution was introduced and adopted by unanimous vote:

RESOLUTION FOR ADOPTING AMENDMENTS TO TODD COUNTY PLANNING & ZONING ORDINANCE

WHEREAS, Minnesota statutes Chapter 394 authorizes the adoption of controls by the Board of County Commissioners, and;

WHEREAS, the Todd County Planning Commission held a public hearing on July 5, 2012 to discuss proposed amendment to modify the existing ordinance language that requires evidence of septic system compliance before a Todd County permit or land use application is granted. The new language would still require evidence of septic system compliance if application includes addition of a bedroom or increases home occupancy - Planning & Zoning Ordinance language Section 7.15 D&E(i) and Section 9.08E(iii), and;

WHEREAS, the Todd County Board of Commissioners has reviewed the language changes approved by the Todd County Planning Commission and has recommended further changes to the language.

TODD COUNTY BOARD OF COMMISSIONERS

NOW, THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners requests that the Planning Commission hold a public hearing at their next scheduled meeting on the following proposed language, to be considered the first public hearing for purposes of adoption, and;

BE IT FURTHER RESOLVED, the Todd County Board of Commissioners directs that a public comment period be opened from August 7, 2012 to September 6, 2012 for the purposes of accepting public comment. (Complete Ordinance on file in the Administrator's Office).

Independent Audit Presentation

Joe Rigdon, CPA for KDV Auditing Services gave a presentation on the findings of the independent audit that was performed on certain accounts and records related to the County Administrator for the period from September 1, 2008 through June 6, 2012.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by majority vote with Neumann voting against: To resume the Administrator's access to the Todd County computers and various programs.

Closed Session I

On motion by Blessing and second by Neumann, the Todd County Commissioners' Meeting was recessed and went into closed session at 11:13 am with Kristi Hastings, County Labor Attorney to discuss allegations against an employee subject the authority of the County Board in accordance with MN Statute Chapter 13D.05 Subd 2(b).

On motion by Blessing and second by Neumann, the Todd County Commissioners' Meeting was resumed

On motion by Blessing and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve termination of Jacob Buchholz effectively immediately.

Closed Session II

On motion by Kneisl and second by Blessing, the Todd County Commissioners' Meeting was recessed and went into closed session at 11:15 am with Kristi Hastings, County Labor Attorney to discuss allegations against an employee subject the authority of the County Board in accordance with MN Statute Chapter 13D.05 Subd 2(b).

On motion by Kneisl and second by Neumann, the Todd County Commissioners' Meeting was resumed at 12:15 pm.

Administrator's Report

Administration has been working on the GIS Department needs at this time.

Commissioner's Report

Ruda and Neumann will both be absent at the next Commissioner's Meeting August 21, 2012.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To hold the next Commissioner's Meeting Monday August 20, 2012.

TODD COUNTY BOARD OF COMMISSIONERS

Neumann will be attending his last WesMin meeting tomorrow, the organization will be terminating.

Adjourn

The meeting was recessed by action of Chairman Ruda until Monday August 20, 2012 at 9:00 am.

Auditor Warrants

Vendor Name	Amount
Central Trailer Sales Inc	4,584.44
Computer Professionals	4,083.04
Hendericksen Psg	152,753.99
Prairie Fest	2,200.00
Todd Co Auditor-Treasurer	2,573.00
<u>Payments less than 2000</u>	6,751.07
American Heritage Bank	79,046.70
Collaborative Design Group Inc	10,544.34
Fleet Services	5,746.37
Long Prairie Sanitary Service	2,959.18
Maney International of Alex Inc	101,756.73
Mn Dept Of Finance	7,317.50
Morrison County	29,594.25
Perham Resource Recovery Facility	88,968.00
Resource Training And Solutions	162,883.51
Seanbeam Enterprises LLC	5,000.00
Turning Tech Llc	2,449.00
Us Bank	103,923.13
Wsb And Associates	70,440.09
Payments less than 2000	12,299.28
American Heritage Bank	3,284.08
Card Services Coborns	2,082.60
Central Specialties Inc	66,728.41
Gene-O's Countryside Rest Llc	3,652.75
Mathiowetz Construction Company	1,986,702.30
Minnesota Power	2,265.86
Rainbow Rider	4,200.00
Shirley's Gas & Groceries	3,485.68
Zayo Enterprise Networks	2,679.49
Payments less than 2000	7,400.34
City Of Bertha	54,338.32
Long Prairie Oil Company	5,741.82
Minnesota Power	9,636.49
Todd Co Agricultural Soc.	20,000.00
Todd County Dac	4,092.00

TODD COUNTY BOARD OF COMMISSIONERS

Wsb And Associates	92,055.39
Payments less than 2000	13,848.18
Alex Glass & Glazing Inc	19,304.00
Alexandria Electric	67,490.85
Bartley Sales Co Inc	4,847.33
Breth-Zenzen Fire Protection Llc	3,005.55
Contegrity Group Inc	9,329.04
Doug's Excavating Inc	14,309.50
Environ-Con, Inc	8,475.53
Full Spectrum Finsihing	3,692.50
Johnson Controls	2,280.05
Mid Central Door Co	4,144.05
R&H Drywall, Inc	6,187.65
Payments less than 2000	1,441.22
American Heritage	5,697.11
Johnson Controls	4,697.00
Pakola/Howard & Barbara	2,031.00
School District 213	11,214.11
School District 2753	5,362.86
School District 787	6,672.30
Town Of Gordon	2,007.68
Town Of Staples	2,349.51
Town Of Turtle Creek	3,010.24
Town Of Ward	4,172.05
Town Of West Union	2,794.62
Payments less than 2000	25,907.69
Final Total	3,358,490.77

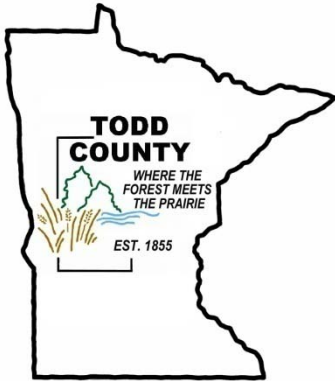
Commissioner Warrants

Vendor Name	
Berg/Mark	2,336.14
Brezinka/George	3,437.93
Central Applicators Inc	17,213.23
Commissioner Of Transportation	5,282.32
Contech Construction Products	9,432.75
Daly/Lee	4,177.50
Fleet Services Division	4,542.00
Granite Electronics Inc	55,465.55
Long Prairie Oil Company	3,497.06
M-R Sign Company Inc	2,577.16
Mccc, Mi33	4,236.74
Northern Business Products	2,977.70

TODD COUNTY BOARD OF COMMISSIONERS

Staples Sign Company	4,678.00
Streicher's	4,894.85
Tierney Brothers Inc	24,385.24
Wadena Asphalt Co	2,939.06
Payments less than 2000	45,532.82
Final Payment	197,606.05

Todd County, MN Board Action Form



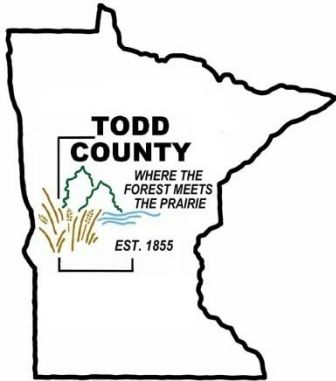
Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20120820-01	

Title (for publication with the Agenda): Approve August 7, 2012 Meeting Minutes	
Date of Meeting: 08/20/2012	Total time requested: 1 minute
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administration	
Background <input type="checkbox"/> Supporting Documentation enclosed	
August 7, 2012 minutes attached	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Approve, do not approve, table	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve the August 7, 2012 minutes without changes (with the following changes:)	
Financial Implications: \$na	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA COUNTY OF TODD}	
I, Nathan W. Burkett, County Administrator, 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 Administration 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, MN Board Action Form



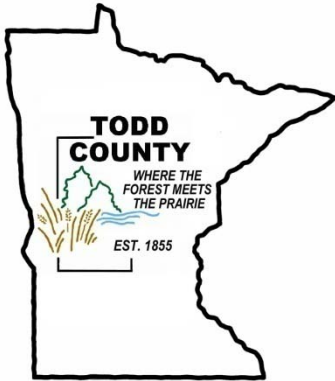
Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20120820-02	

Title (for publication with the Agenda): Approve Actions of HHS Committee	
Date of Meeting: August 20, 2012	Total time requested: 1 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Nate	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: Approve the Actions of HHS Committee Meeting held August 14, 2012 in accordance with the minutes on file in the Todd County Administration Office	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, 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 Administration 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, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20120820-04	

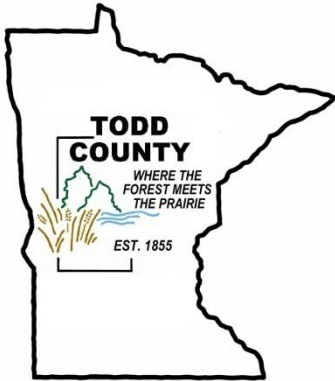
Title (for publication with the Agenda): Commissioner Warrants	
Date of Meeting: August 20, 2012	Total time requested:
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Karen	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Printout sent to Commissioners	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: to approve Commissioner warrant numbers 31940 thru 32080 in the amount of \$86,040.21 for payment on August 23, 2012	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, 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 Administration 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	

Commissioner Warrants	
Vendor Name	Amount
All State Communications	10,000.00
Central Specialties Inc	2,986.37
Cretex Concrete Products Midwest, Inc	10,843.54
Morrison Co Public Health Serv	4,235.29
Northern Business Products	2,177.22
Sanofi Pasteur Inc	3,575.74
Shirley's Gas & Groceries	3,698.98
Staples World	2,197.62
Payments less than 2000	46,325.45
Final Total	86,040.21

Todd County, MN Board Action Form



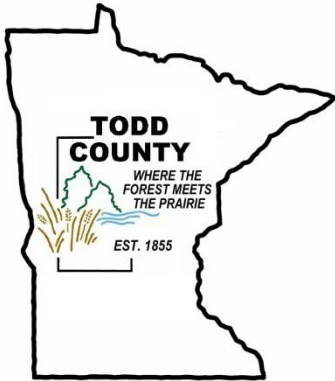
Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20120820-05	

Title (for publication with the Agenda): Long Prairie Hockey Association	
Date of Meeting: 08/20/2012	Total time requested: 5 minute
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Dennis Brever	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Approve, do not approve, table	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, 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 Administration 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, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20120820-03	

Title (for publication with the Agenda): Award of Construction Contract: CP 77-12-06 (2012 Fog Seal Project - Lake Wobegon Trail)	
Date of Meeting: August 20, 2012	Total time requested: 5 minutes
Department Requesting Action: Public Works	
Presenting Board Action/Discussion at Meeting: Loren Fellbaum, Public Works Director	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Sealed bids were received on August 3, 2012 by the Todd County Engineer for CP 77-12-06 (Fog Seal Project on the Lake Wobegon Trail). The attached Abstract of Bids indicates a low bid of \$15,262.50 from Morris Sealcoat and Trucking, Inc. of Morris, Minnesota.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
#1 Award construction contract for CP 77-12-06 to Morris Sealcoat and Trucking, Inc. based on their low bid of \$15,262.00.	
#2 Reject all bids.	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Award construction contract for CP 77-12-06 to Morris Sealcoat and Trucking, Inc. based on their low bid of \$15,262.00.	
Financial Implications: \$15,262.00	Comments
Funding Source: General Fund	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA) COUNTY OF TODD)	
I, Nathan W. Burkett, County Administrator, 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 Administration 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	

Lake Wobegon Trail - 2012 Fog Seal Project (CP 77-12-06)

Abstract of Bids

Item No.	Description	Units	Quantity	Engineers Estimate		Morris Sealcoat & Trucking		Pearson Brothers Corporation	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2021.501	MOBILIZATION	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,800.00	\$ 6,800.00	\$ 1,000.00	\$ 1,000.00
2355.502	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	4,550	\$ 2.00	\$ 9,100.00	\$ 1.75	\$ 7,962.50	\$ 3.00	\$ 13,650.00
2563.601	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
Total					\$ 11,100.00		\$ 15,262.50		\$ 16,650.00

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20120820-06	

Title (for publication with the Agenda): CUP -Darlene Lester - Kathy Elijah-Borgerding	
Date of Meeting: 8/20/12	Total time requested: 5 min
Department Requesting Action: SWCDD Division	
Presenting Board Action/Discussion at Meeting: Tim Stieber, SWCDD Director	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Conditional Use Permit for a "Temporary Housing Permit" – to place a cabin style or mobile home on the same site as the existing home, to be occupied by family members. Use Permit is required for Temporary housing located in Ag/Forestry-2 District.	
Options <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approval of the Use as requested with conditions: (1) the dwelling size cannot exceed 1,280 sq feet, single story and cannot be placed on a permanent foundation; (2) the dwelling site shall not be sold or used as rental property; (3) temporary housing may be subject to biennial review by the P&Z staff; (4) dwelling must be hooked up to a compliant septic system; (5) the dwelling must be removed from the property within 60 days of disuse.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA}	
COUNTY OF TODD}	
I, Nathan W. Burkett, County Administrator, 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 Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
	Seal

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA
COUNTY OF TODD

In The Matter of: Darlene Lester / Kathy Elijah-Borgerding
Mailing address: 21479 – 120th St
Sauk Centre, MN 56378

Property Owners: Darlene Lester / Kathy Elijah-Borgerding

Site Address: 21479 120th Street

Parcel Numbers: 03-0032600

REQUEST: Conditional Use Permit for a “Temporary Housing Permit” – to place a cabin style or mobile home on the same site as the existing home, to be occupied by family members. Use Permit is required for Temporary housing located in Ag/Forestry-2 District.

The above entitled matter was heard before the Todd County Planning Commission on the 2nd, day of August 2012, on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property: (10.66 acres) Part of N2 of Sec 23 Desc as comm at NE cor of NW4 NE4, W 900 ft to pt of beg, thence S 1080 ft, W 430, N 1080 ft, E 430 ft to Beg, Section 23, Twp 127, Range 34W, Birchdale Township.

Record this document in: abstract records torrens records.

IT IS ORDERED that the Conditional Use be (granted, denied) #C-20120803827 as upon the following conditions, changes or reasons:

Approval of the Use as requested with conditions: (1) the dwelling size cannot exceed 1,280 sq feet, single story and cannot be placed on a permanent foundation; (2) the dwelling site shall not be sold or used as rental property; (3) temporary housing may be subject to biennial review by the P&Z staff; (4) dwelling must be hooked up to a compliant septic system; (5) the dwelling must be removed from the property within 60 days of disuse.

Todd County Board of Commissioners
Gerald Ruda, Chairman

Dated: August 21, 2012

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF
SOIL, WATER, CONSERVATION & DEVELOPMENT DIVISION

I, Timothy D Stieber SWCDD Director for the County of Todd, with and in said County, do hereby certify that I have compared the foregoing copy and order (granted, denying) a Conditional Use with the correct and true transcript of the whole thereof.

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

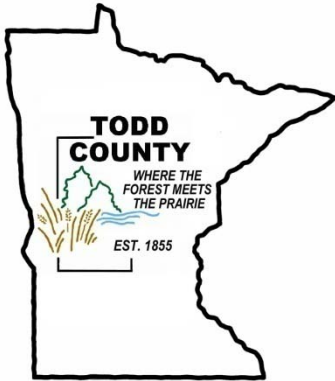
TODD COUNTY SWCDD DIRECTOR

Drafted by: Linda Bleess
Planning Commission Secretary

This form mailed to Applicant

Activities granted by a Conditional Use Permit expire and are considered invalid unless they are substantially completed within thirty-six months of the date the conditional use permit is granted by the Board of Commissioners. Section 530(O) Todd County Ordinance.

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Copy Requested: <input type="checkbox"/> BA Form <input type="checkbox"/> Resolution <input type="checkbox"/> Signed Attachments Board Action Tracking Number (Admin use):	

Title (for publication with the Agenda): Hands of Hope - Lease Agreement	
Date of Meeting: 8/7/12	Total time requested: 15 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Hands of Hope	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The County Board approved negotiations with the Hands of Hope Resource Center to lease space to the organization. Commissioner Kneisl, Administration and HHS met with Hands of Hope and a Draft Lease Agreement is attached. The lease is for exclusive access to a space that is 15.5' by 9', allows HOH to access the County's network, phones and copier to be billed for usage. Total lease amount is	
Options <input type="checkbox"/> Supporting Documentation enclosed	
approve, do not approve, amend, table	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve lease agreement with Hands of Hope Resource Center in the amount of 2,171.38 annually for office space in the Health and Human Services Building.	
Financial Implications: \$-2,171.38	Comments
Funding Source: Revenue	
Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, 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 Administration 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	

LEASE AGREEMENT

This Lease Agreement, is made and entered into this 21st day of August, 2012 between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and Hands of Hope Resource Center (hereinafter the Lessee).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Premises: Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described Premises (“the Premises”): Office # 105, 119 3rd Street South, Long Prairie, MN.
2. Attachments: A schematic drawing of the building is attached to this lease agreement and is hereby incorporated by reference as Attachment A.
3. Term: The term of this Lease shall be from 9/1/2012 to 12/31/2013. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in writing signed by both parties. It is agreed that unless the parties arrive at a new lease on or before October 31st this lease shall continue under the same terms of the current lease, at the option of the Lessor.
4. Rent: The Lessee agrees to annually pay to the Lessor \$2,171.38 as rent for the Premises, which rent shall be paid annually in four (4) installments of \$542.85, and which shall be paid to the Lessor as follows: annually before January 1, April 1, July 1 and September 1. Rent shall be adjusted annually, effective January 1, by the Lessor. Notification of rent adjustment shall be made no later than September 30 of each year.
5. Possession: Under the terms of this lease, the lessee shall have sole possession of the Premises as outlined in Section 1.
6. Insurance: The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee’s own contents. Lessee shall provide liability insurance
7. Hold Harmless Agreement: The Lessee 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 act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of any activities on the lease Premises for the contract period.
8. Applicable Law: This Lease shall be interpreted and governed according to the laws of the State of Minnesota, without regard to its choice of law provisions. Minnesota shall be the forum for any lawsuits or claims arising under this Lease.
9. Termination: The Lessee or Lessor shall have the right to terminate this lease with 90 days written notice, without cause.
10. Assignment: This Lease may be assigned, transferred or conveyed by the Lessee with the

written consent of the Lessor.

11. Non-discrimination: Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. Lessor warrants that the Premises are physically accessible to individuals with disabilities. The Lessee encourages the Lessor in the employment of individuals with disabilities.
12. Non-waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.
13. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.
14. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.
15. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.
16. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.
17. Holdover: If Lessee remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.

18. **Binding Effect:** This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.
19. **Taxes:** The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.
20. **Surrender:** At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear accepted.
21. **Notice:** Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:
- To Lessor: Todd County Administration
 347 Central Ave South, Suite 5
 Long Prairie, MN 56438
- To Lessee: Hands of Hope Resource Center
 107 2nd Street SE #102
 Little Falls, MN 56345
- or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.
22. **Lessor's Authority:** Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.
23. **Quiet Enjoyment:** On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.
24. **Force Majeure:** Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.
25. **Utilities:** Where a checkmark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

Lessor	Lessee	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refuse Removal

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electricity
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Heating and Cooling Systems
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance and Upkeep
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Carpeting
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Telephone Installation, Service, Billing and Long Distance Charges
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable Television, Internet Connectivity
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Snow Removal

Lessee shall furnish and pay for any other services or supplies it desires for which responsibility is not designated above.

Lessee offers telephone service at \$11.00 per line per month plus actual usage which will be billed on a monthly basis.

Lessee offers network service at \$80.00 per user annually.

Lessee offers access to printer/copier/scanner/fax billed on a monthly basis at actual cost.

Lessor is responsible for charges as a result of network or phone connection should the Lessor choose not to use the County's network and phone.

26. **Default:** Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction.
27. **Lessor's Covenants:** Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water, and a sound physical structure, and to maintain the grounds.
28. **Access:** Lessee shall have non-exclusive access to all common areas, including hallways, restrooms and the kitchen/break room and exterior of the building. Lessee shall have the right on a first come first served basis to reserve room space in any office designated as "common" office space and meeting rooms.
29. **Documentation:** Lessor shall provide to Lessee at the time of signature of this Lease a completed and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.
30. **Alterations:** Any alterations that the Lessee desires to make to Premises shall be made at the Lessee's own expense after having first obtained written approval and consent of the Lessor, and

all such alterations, additions and changes, which shall include erection of any states, electric writing or lighting systems, are to immediately merge and become a permanent part of realty, and all interest of Lessee therein shall become immediately vested in Lessor.

31. Reception: The Lessor shall provide reception services to the Lessee as a condition of this agreement. Scheduled and walk in clients shall be received by the Lessor's staff, to include notification of Lessee's staff that there is a client waiting, and assistance in wayfinding. Lessee shall have direct phone lines, but Lessor shall forward calls received appropriately. HOH may request that reception staff sign a HOH confidentiality agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this 21st day of August, 2012.

COUNTY OF TODD

HANDS OF HOPE RESOURCE CENTER

By: _____
County Board Chair









By: _____
Executive Director

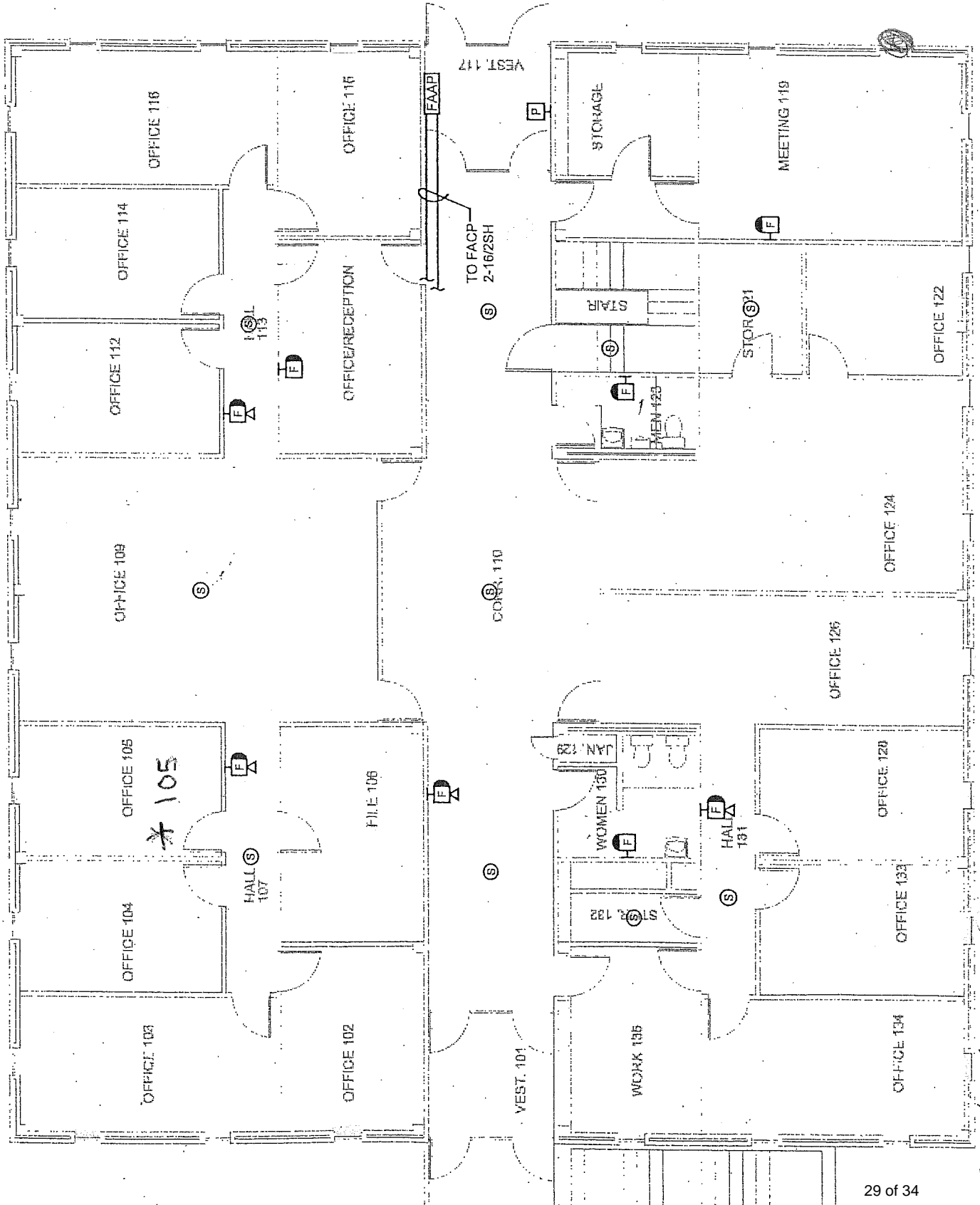
By: _____
County Administrator

By: _____
Chair

Attachment A to Lease Agreement between
 The Todd County Board of Commissioners
 and
 Hands of Hope Resource Center

FIRE ALARM LEGEND

-  FIRE ALARM HORN/STROBE
-  FIRE ALARM STROBE LIGHT
-  MANUAL PULL STATION
-  SMOKE DETECTOR
-  RATE OF RISE HEAT DETECTOR
-  NOTIFICATION APPLIANCE
-  FIRE ALARM CONTROL PANEL
-  FIRE ALARM ANNUNCIATOR



Cost Center	Amount	Notes
Building Use Charge (1/50 of value)	12,828	Based on federal overhead cost calculation guidelines
Equipment Use Charge (1/15 of value)	7,631	Facilities Equipment, Based on federal overhead cost calculation guidelines
Maintenance Salaries	172,090	From 13 Budget
Utilities	144,700	From 13 Budget
Supplies and Materials	26,300	From 13 Budget
Maintenance Contracts	13,000	From 13 Budget
P&C Insurance	142,960	2012 Actual
Total Expenses	519,509	

Square Footage

Courthouse	34,800	From GMG Cost Plan
Historic Courthouse	17,500	From GMG Cost Plan
Main Street Gov't Center	7,200	From GMG Cost Plan
Annex 1	4,476	From GMG Cost Plan
Annex 2	15,508	From GMG Cost Plan
Total Square Footage	79,484	

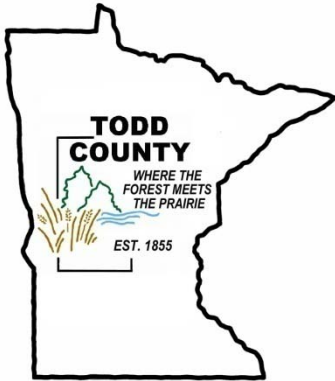
Estimated Actual Cost per Square Foot \$ **6.54**

Estimated Actual Annual Cost for Office of x Square Feet	Monthly Charge
100 \$ 653.60	54.47
142.5 \$ 931.38	77.62
200 \$ 1,307.20	108.93
300 \$ 1,960.81	163.40
400 \$ 2,614.41	217.87
500 \$ 3,268.01	272.33
600 \$ 3,921.61	326.80
700 \$ 4,575.21	381.27
800 \$ 5,228.82	435.73
900 \$ 5,882.42	490.20
1000 \$ 6,536.02	544.67
1100 \$ 7,189.62	599.14
1200 \$ 7,843.22	653.60

Reception Assistance Calculation
 20120814
 DRAFT - For Discussion Purposes Only

Description	Amount/Unit	Notes
County Billable Rate	50.00	Based on approved Board Rate
Cost per minute	0.83	50/60
Estimated Reception Time per client (minutes)	3.00	Receive client, notify staff, inform client of potential wait time, ensure client is matched to correct staff
Estimated Clients to be Received, Per Day	2.00	Per HOH information
Annual Number of Office Days	248.00	2080 hours - 96 paid holiday
Estimated Clients to be Received, Annual	496.00	
Cost Per Client Reception	2.50	
Total Estimated Reception Cost	1,240.00	

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Copy Requested: <input type="checkbox"/> BA Form <input type="checkbox"/> Resolution <input type="checkbox"/> Signed Attachments Board Action Tracking Number (Admin use): 201	

Title (for publication with the Agenda): Todd Wadena Kinship - Space Request	
Date of Meeting: 8/7/12	Total time requested: 15 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Admin	
Background <input type="checkbox"/> Supporting Documentation enclosed	
See Attached.	
Todd Wadena Kinship is requesting space in the North Todd County Government Center. Northern Pines Mental Health has vacated their space, leaving space available for lease. County policy requires Board approval prior to negotiations.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
approve, do not approve, amend, table	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve negotiations with Todd/Wadena Kinship through Kinship Partners of Crow Wing and Southern Cass Counties for space rental in the North Todd County Government Center.	
Financial Implications: \$0	Comments
Funding Source: 0	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA}	
COUNTY OF TODD}	
I, Nathan W. Burkett, County Administrator, 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 Administration 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	



Kinship
Kinship Partners Inc.

*Mentors are ordinary
people, doing ordinary
things with
extraordinary results.*

August 8, 2012

Todd County Board of Commissioners
C/O Nathan Burkett
215 1st Avenue South, Suite 300
Long Prairie, MN 56347

RE: Request of office space

Dear Todd County Board of Commissioners and Mr Burkett,

I am the Executive Director of the Kinship Partners youth mentoring program serving Crow Wing and southern counties. In March of 2012 we took on the mentoring matches and waiting children of the Todd-Wadena Kinship program as it was about to dissolve (see attached press release). The past few months we have maintained the mentoring matches in the Staples/Motley area with a volunteer worker (Gail Honek) and have even matched five new children with mentors during this time of transition.

Our goal is to re-establish a Kinship Partners of Staples-Motley office in the very near future and I'm pleased to report that last week we hired a long time mentor, Dale Grove, as our Staples Motley Program Coordinator.

The Kinship Partners Board of Directors has directed me to request a lease of one office suite in the Todd Counties Staples Office. This office space would be used for the volunteer recruitment of children and adults in the Staples/Motley area who wish to participate in Kinship Partner's mentoring program and pairing them to form positive, enduring relationships.

If our request is granted we would like to take possession of the office space as soon as possible. If possible we would like have Dale settled into an office prior to the start of the school year.

Please contact me if you need any additional information regarding our request. I look forward to hearing from you soon.

Respectfully,

David Downing, Executive Director

Brainerd/Main Office
PO Box 642
Brainerd, MN 56401
(218) 829-4606
info@kinshippartners.org

Lake Country Office
PO Box 754
Pequot Lakes, MN 56472
(218) 568-4015
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Crosby Office
PO Box 32
Crosby, MN 56441
(218) 545-8002
crosby@kinshippartners.org

Staples/Motley Office
PO Box 281
Staples, MN 56479
(218) 296-6565
staples@kinshippartners.org

Press Release

For further information contact:
David Downing, Executive Director
454-8013

March 28, 2012
For Immediate Release

The Kinship of Todd-Wadena Counties Board of Directors unanimously voted to re-establish its youth mentoring program under the Kinship Partners program of Crow Wing and southern Cass counties. The organizations have begun the steps to bring programming, volunteers, mentors, and mentees together.

“Our community’s future rests on the hopes and dreams of our children and youth”, says David Downing, Executive Director of Kinship Partners. “Every child deserves a responsible and concerned adult who will provide guidance and support, help set and accomplish goals, and act as a positive role model, and that does not stop through county lines”.

Kinship Partners is based in Brainerd and has offices in Brainerd, Pequot Lakes, and Crosby. The goal is to re-establish a Kinship Partners of Staples-Motley office in the near future. To accomplish this goal Judy Bialka and Nick Schultz of the Kinship of Todd-Wadena Board have joined the Kinship Partners Board of Directors while other members of the Todd-Wadena Board will remain on the Kinship Partners advisory council for the Staples-Motley area.

“We see this as a great opportunity”, says Nick Schultz. “By integrating with Kinship Partners, we can have a stronger impact in our community and a better outcome in mentoring than by trying to continue to do this on our own. Staples and Motley are rural communities and it is important that we not only sustain this mentoring program, but see it thrive and grow”.

In the interim, Gail Honek of the Staples-Motley advisory council will serve as a volunteer to monitor and maintain the mentoring partnerships in the Staples-Motley area. “I am thrilled with the opportunities that both our Mentors and Mentees will have in this partnership”, said Honek, “We’ve also had two new matches in the past two weeks”. If you are a mentor, volunteer or a parent or guardian of a child from the former Kinship of Todd-Wadena Counties program and have any questions please contact her at 218-296-6565 or staples@kinshippartners.org

For more information about Kinship Partners call (218) 829-4606, or toll free at (877)730-5437 or visit our website at www.kinshippartners.org

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