

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): 20131001-05	

Title (for publication with the Agenda): Commissioner Warrants	
Date of Meeting: October 1, 2013	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 35601 thru 35722 in the amount of \$64,167.12 for payment on October 4, 2013	
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"/> Erickson	<input type="checkbox"/> Erickson
<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, Karen Busch, 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 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 Warrant Listing

Vendor Name	Amount
BRAATEN SAND & GRAVEL	3,672.68
COMMISSIONER OF TRANSPORTATION	2,192.94
CONTECH CONSTRUCTION PRODUCTS	9,599.64
DIGITAL ALLEY	2,195.00
FLEET SERVICES DIVISION	5,024.48
IMPACT TECHNOLOGY	3,472.74
LONG PRAIRIE LEADER	3,444.78
SYNERGY GRAPHIC	3,149.50
Payments less than 2000	31,415.36
Final Total	64,167.12

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): 20131001-02	

Title (for publication with the Agenda): Approve Actions of HHS Committee	
Date of Meeting: October 1, 2013	Total time requested: 1 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Auditor/Treasurer	
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 September 24, 2013 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"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Failed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA; COUNTY OF TODD; I, Karen Busch, Todd County Auditor/Treasurer, 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): 20131001-12	

Title (for publication with the Agenda): Approve Proclamation - National 4H Week	
Date of Meeting: October 1, 2013	Total time requested: 1 Minute
Department Requesting Action: County Extension	
Presenting Board Action/Discussion at Meeting: Larissa Brune	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Proclamation attached	
Options <input checked="" 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:	
Approve National 4H Week October 6-12, 2013	
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"/> Erickson	<input type="checkbox"/> Erickson
<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	
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	Seal



NATIONAL OCTOBER 6-12, 2013 4-H WEEK

WHEREAS, 4-H youth across the nation are leading efforts to solve problems in their communities and make a difference for their futures;

WHEREAS, 4-H is one of the largest youth development organizations in Minnesota and the largest in the nation with six million young people.

WHEREAS, 4-H in Todd County claims 4-H program numbers more than 260 members and more than 76 volunteers.

WHEREAS, 4-H as part of Extension of the University of Minnesota is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living; and citizenship.

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 106 land-grant universities and colleges for more than 100 years;

NOW, THEREFORE, I, Randy Neumann, Chairman of the Todd County Board of Commissioners, do hereby proclaim October 6-12, 2013, as National 4-H Week in Todd County. I urge the people of this community to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Todd County 4-H Youth Development and to join us in recognizing the unique partnership between our county and our state University System.

Randy Neumann, Chairman
Todd County Board of Commissioners

October 1, 2013

Date

Todd County, MN Board Action Form



Action Requested	
<input 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): 20131001-03	

Title (for publication with the Agenda): Proposals on a Vehicle Purchase	
Date of Meeting: 10/01/2013	Total time requested:
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Karen Busch	
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 lowest bid to purchase county vehicle is award to _____ in the amount of \$ _____	
Financial Implications: \$10,000-15,000	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"/> Erickson	<input type="checkbox"/> Erickson
<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;	
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Seal	

Todd County, MN Board Action Form



Action Requested	
<input 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): 20131001-10	

Title (for publication with the Agenda): Addendum to Agreement Pursuant to Work Hours at the Todd County Transfer Station	
Date of Meeting: 10/01/2013	Total time requested:
Department Requesting Action: Solid Waste	
Presenting Board Action/Discussion at Meeting: Karla Nalezny	
Background <input checked="" 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 Addendum to the Agreement to change hours of work from 5:00 pm to 4:30 pm effective 9/30/2013	
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"/> Erickson	<input type="checkbox"/> Erickson
<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}	
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	Seal

Letter of Agreement

Addendum to the Agreement of January 1, 2011 – December 31, 2013

Pursuant of hours of work

Todd County Board of Commissioners, hereinafter referred to as the EMPLOYER and the Teamsters Local #320 representing Courthouse Employees, hereinafter referred to as the UNION, as parties to a Collective Bargaining Agreement in effect from January 1, 2011 to December 31, 2013 have agreed to the following policy effective September 30, 2013:

The parties hereby recognize Article VI. Hours of Work to include revised hours for the Transfer Station employees as follows:

6.1 Work Week: All full-time employees shall work a forty (40) hour work week. The work week shall consist of five (5) consecutive eight hour days, Monday through Friday, with the exception of community events requiring some flexibility. The normal hours of work are from 8:00 A.M. to 4:30 P.M. with an unpaid one-half (1/2) hour for lunch.

Transfer Station normal hours of operation are from 7:00 A.M. to 4:30 P.M. Monday through Friday, 8:00 A.M. – 12:00 P.M. Saturday. Staff will work a flexible schedule to staff the Transfer Station during the normal business hours.

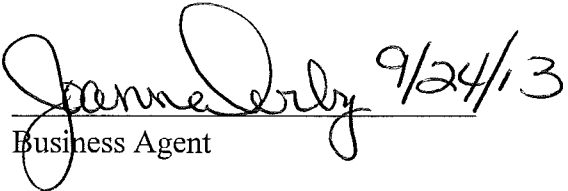
6.2 Rest Period language remains the same.

All disputes as the enforceability of this Letter of Agreement will be resolved in the same manner as grievances under the Collective Bargaining Agreement including the arbitration process.

For TODD COUNTY BOARD OF COMMISSIONERS

For Teamsters Local #320

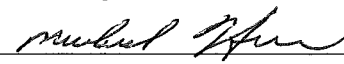
Board Chair


Business Agent

 9/24/13

Human Resources

Steward

 9/24/13

Department Head

Steward

Todd County, MN Board Action Form



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<input 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): 20131001-08	

Title (for publication with the Agenda): Part Time Co Extension Educator Hire	
Date of Meeting: Oct. 1 2013	Total time requested:
Department Requesting Action: County Extension	
Presenting Board Action/Discussion at Meeting: Karen	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Proposal: to hire a part-time Co. Extension Educator, emphasis on local foods for Morrison & Todd Counties. We would like to join forces with Statewide Hlth Imp. programs (SHIP) and Morrison Co. to focus on education for local foods producers and small farms in Morrison & Todd Counties while attending to the economic return, environmental health and quality of life & well being. this position will also encourage healthy eating and active lifestyles.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
to approve the part-time County Extension Educator- to emphasis on local foods for Morrison & Todd Counties	
do not approve the part-time Co. Extension Educator- to emphasis on local foods for Morrison & Todd Counties	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
to approve the part-time Co. Extension Educator- to emphasis on local foods for Morrison & Todd Counties. Position will start 1/1/2014.	
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"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

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Seal	

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Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20131001-09	

Title (for publication with the Agenda): Transfer of Excess Municipal State Aid Construction Funds to Regular State Aid Construction Funds	
Date of Meeting: October 1st, 2013	Total time requested: 5 minutes
Department Requesting Action: Public Works Department	
Presenting Board Action/Discussion at Meeting: Loren Fellbaum, Todd County Engineer	
Background <input type="checkbox"/> Supporting Documentation enclosed	
In order to prevent a needs deduction in the 2014 State Aid Allotment, the excess balance of three years allotment must be transferred from the Municipal State Aid Construction Account to the Regular State Aid Construction Account before December 1st, 2013. Minnesota Statute 162.08 Subdivision 4 (3d) does allow municipal account expenditures, in excess of two years allotment, to be spent outside of municipalities below 5,000 population solely by resolution of the County Board.	
Options <input checked="" type="checkbox"/> Supporting Documentation enclosed	
#1 Approve attached resolution #2 Do not approve attached resolution	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve attached resolution	
Financial Implications: \$0.00	Comments
Funding Source: State Aid Construction	
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"/> Erickson	<input type="checkbox"/> Erickson
<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, Karen Busch, 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 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 BOARD OF COMMISSIONERS

TRANSFER OF EXCESS MUNICIPAL STATE AID CONSTRUCTION FUNDS TO REGULAR STATE AID CONSTRUCTION FUNDS

WHEREAS, Minnesota Statute 162.08, Subdivision 4 (3d), provides that accumulated balances in excess of two years apportionments may be spent on projects located outside of municipalities under 5,000 population when approved solely by resolution of the county board, and;

WHEREAS, Counties having a Municipal State Aid Construction Fund Balance exceeding three years apportionments are subject to a penalty on future year apportionments, and;

WHEREAS, the current State Aid Municipal Construction Fund Account Balance indicates an excess amount of \$44,597, which would subject Todd County to a penalty reduction on the 2014 State Aid Apportionment.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners request that the Commissioner of Transportation transfer \$44,597 from the Todd County Municipal State Aid Construction Fund Account, in excess of the two years apportionment, into the Todd County Regular State Aid Construction Fund Account.

County State Aid Construction Fund Balance Needs Deductions

October 2013

	Regular Account			Municipal Account			Total		
	Unencumbered Construction Fund Balance As of 9/1/2013	Maximum Balance 2 Year Const. Apportionment	2014 Construction Fund Balance "Needs" Deduction	Unencumbered Construction Fund Balance As of 9/1/2013	Maximum Balance Larger of Either or \$500,000 2011-2013 Const. Apport.	2014 Construction Fund Balance "Needs" Deduction	2014 Construction Fund Balance "Needs" Deduction	2014 Construction Fund Balance "Needs" Deduction	
Carlton	\$4,345,543	\$4,843,957	\$0	\$964,117	\$867,004	\$97,113	\$97,113	\$97,113	Carlton
Cook	2,367,937	3,239,110	0	208,326	500,000	0	0	0	Cook
Itasca	327,680	9,303,869	0	1,008,768	1,635,388	0	0	0	Itasca
Koochiching	3,656,618	5,024,101	0	29,671	500,000	0	0	0	Koochiching
Lake	567,838	4,066,344	0	365,626	678,353	0	0	0	Lake
Pine	1,934,752	7,019,890	0	357,552	1,987,179	0	0	0	Pine
St. Louis	4,890,881	28,218,382	0	0	3,180,449	0	0	0	St. Louis
District 1 Totals	\$18,091,248	\$61,715,653	\$0	\$2,934,061	\$9,348,373	\$97,113	\$97,113	\$97,113	District 1 Totals
Beltrami	620,131	\$6,806,436	\$0	598,095	\$500,000	\$98,095	\$98,095	\$98,095	Beltrami
Clearwater	714,161	3,426,627	0	64,402	527,962	0	0	0	Clearwater
Hubbard	0	3,970,668	0	385,848	500,000	0	0	0	Hubbard
Kittson	367,922	3,307,842	0	674,635	596,271	78,364	78,364	78,364	Kittson
Lake of the Woods	3,109,460	3,365,100	0	296,852	500,000	0	0	0	Lake of the Woods
Marshall	1,787,556	5,004,720	0	1,015,209	786,917	228,292	228,292	228,292	Marshall
Norman	1,171,929	3,852,397	0	410,326	518,055	0	0	0	Norman
Pennington	371,146	3,088,980	0	217,013	500,000	0	0	0	Pennington
Polk	1,042,698	8,163,430	0	367,696	905,869	0	0	0	Polk
Red Lake	1,184,625	2,957,005	0	620,255	500,000	120,255	120,255	120,255	Red Lake
Roseau	41,513	4,999,122	0	1,221,167	951,498	269,669	269,669	269,669	Roseau
District 2 Totals	\$10,411,140	\$48,942,327	\$0	\$5,871,499	\$6,786,572	\$794,675	\$794,675	\$794,675	District 2 Totals
Aitkin	\$194,118	\$4,913,469	\$0	\$12,199	\$500,000	\$0	\$0	\$0	Aitkin
Benton	1,174,209	3,861,959	0	675,969	608,450	67,519	67,519	67,519	Benton
Cass	2,260,258	5,404,994	0	528,573	858,131	0	0	0	Cass
Crow Wing	1,267,666	5,453,717	0	768,049	2,133,250	0	0	0	Crow Wing
Isanti	1,146,321	3,985,011	0	181,027	500,000	0	0	0	Isanti
Kanabec	628,587	2,784,637	0	160,008	500,000	0	0	0	Kanabec
Mille Lacs	707,290	4,465,137	0	286,634	621,945	0	0	0	Mille Lacs
Morrison	599,334	6,164,862	0	944	1,057,803	0	0	0	Morrison
Sherburne	5,361,678	5,144,988	216,690	357,352	514,236	0	216,690	216,690	Sherburne
Stearns	0	11,363,224	0	504,411	2,602,547	0	0	0	Stearns
Todd	954,080	3,663,542	0	937,537	892,940	44,597	44,597	44,597	Todd
Wadena	647,512	2,655,871	0	421,081	657,114	0	0	0	Wadena
Wright	0	10,441,178	0	570,547	978,712	0	0	0	Wright
District 3 Totals	\$14,941,052	\$70,302,589	\$216,690	\$5,404,331	\$12,425,128	\$112,116	\$328,807	\$328,807	District 3 Totals

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Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20131001-04	

Title (for publication with the Agenda): 2014 Bridge Priority Replacement List	
Date of Meeting: October 1st, 2013	Total time requested: 5 minutes
Department Requesting Action: Public Works Department	
Presenting Board Action/Discussion at Meeting: Loren Fellbaum, Todd County Engineer	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See attached resolution and list.	
Options <input checked="" type="checkbox"/> Supporting Documentation enclosed	
#1 Approve attached resolution. #2 Do not approve attached resolution.	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve attached resolution.	
Financial Implications: \$0.00	Comments
Funding Source: Road and Bridge	
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"/> Erickson	<input type="checkbox"/> Erickson
<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, Karen Busch, 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 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 BOARD OF COMMISSIONERS

2014 Master Bridge Priority Replacement List

WHEREAS, Todd County has determined that the attached list of bridge on County State Aid Highways, County Roads, Township Roads, and Municipal Streets are either listed as structurally deficient or are a high priority for removal and replacement within the immediate future, and;

WHEREAS, local roads play an essential role in the overall state transportation network and local bridges are a critical component of the local road system, and;

WHEREAS, State support for the replacement of bridges continues to be crucial to maintaining the integrity of the local road system and is necessary funding source for the County, Townships, and Municipalities to proceed with replacements of the bridges on the attached list, and;

WHEREAS, Todd County intends to proceed with the replacement of these bridges as soon as either State Transportation Bond Funds or State Townbridge Funds become available.

NOW, THEREFORE BE IT RESOLVED, that Todd County commits that it will proceed with the replacement of these listed bridges immediately after being notified of the availability of State Transportation Bond Funds or State Townbridge Funds.

2014 TODD COUNTY MASTER BRIDGE PRIORITY REPLACEMENT LIST

Approved on October 1st, 2013

<i>Jurisdiction</i>	<i>Road #</i>	<i>Bridge #</i>	<i>Year Built</i>	<i>Sufficiency Rating</i>	<i>Status</i>	<i>State Bond</i>	<i>Town Bridge</i>	<i>State Aid</i>	<i>Local</i>	<i>Estimated Costs</i>	<i>Prop. Year</i>
Todd County	CR #76	89958	1927	55.0	SD	\$ 110,000			\$ 20,000	\$ 130,000	2014
Todd County	CR #78	89968	1949	58.0	SD	\$ 160,000			\$ 20,000	\$ 180,000	2014
Todd County	CR #93	(?)	(?)	-	Hydraulic	\$ 69,000			\$ 21,000	\$ 90,000	2014
City of Osakis	Lake St. E.	3000	1919	36.0	SD (Posted)	\$ 140,000			\$ 45,000	\$ 185,000	2014
Burnhamville Township	331st Avenue	L7077	1940	56.0	SD		\$ 110,000		\$ 10,000	\$ 120,000	2014
Long Prairie Township	250th Street	RO402	1972	65.9	SD		\$ 120,000		\$ 20,000	\$ 140,000	2014
Long Prairie Township	230th Street	RO416	(?)	-	Hydraulic		\$ 120,000		\$ 20,000	\$ 140,000	2015
Hartford Township	290th Street	L7075	1940	71.1	Historic		\$ 140,000		\$ 10,000	\$ 150,000	2015
Todd County	CSAH #1	77506	1964	54.6	SD (Posted)	\$ 235,000		\$ 235,000		\$ 470,000	2016
Todd County	CSAH #14	89943	1900	57.5	SD	\$ 75,000		\$ 85,000		\$ 160,000	2016
Todd County	CR #74	94262	1930	65.8	SD	\$ 95,000			\$ 20,000	\$ 115,000	2016
City of Eagle Bend	North St. W.	L8934	1930	48.1	SD	\$ 60,000			\$ 40,000	\$ 100,000	2016
Iona Township	320th Street	RO408	1926	68.0	SD		\$ 120,000		\$ 20,000	\$ 140,000	2016
Hartford Township	284th Street	RO411	(?)	-	Hydraulic		\$ 65,000		\$ 20,000	\$ 85,000	2017
Todd County	CSAH #26	77507	1965	58.9	(Posted)	\$ 385,000		\$ 385,000		\$ 770,000	2018
Todd County	CSAH #21	77504	1963	86.8	(Posted)	\$ 150,000		\$ 150,000		\$ 300,000	2020
Todd County	CSAH #11	7218	1958	78.9		\$ 130,000		\$ 130,000		\$ 260,000	2022
Todd County	CSAH #14	77509	1970	84.7	(Posted)	\$ 350,000		\$ 350,000		\$ 700,000	2022
Todd County	CSAH #16	77501	1960	87.8	SD	\$ 170,000		\$ 180,000		\$ 350,000	(?)
Todd County	CR #79	77510	1975	95.2	(Posted)	\$ 300,000			\$ 50,000	\$ 350,000	(?)
Hewitt/Stowe Prairie	470th Street	L7061	1954	86.0		\$ 210,000			\$ 40,000	\$ 250,000	(?)
Bruce Township	331st Avenue	L9309	1970	82.1			\$ 140,000		\$ 20,000	\$ 160,000	(?)
Long Prairie Township	265th Avenue	RO403	1932	49.8	SD		\$ 65,000		\$ 20,000	\$ 85,000	(?)
Bruce / Little Elk Township	270th Street	RO410	(?)	-	Hydraulic		\$ 65,000		\$ 20,000	\$ 85,000	(?)
Hewitt/Stowe Prairie	490th Street	77514	1983	98.0	(Posted)		\$ 150,000		\$ 20,000	\$ 170,000	(?)
Kandota Township	171st Avenue	L9172	1963	84.8	(Posted)		\$ 150,000		\$ 20,000	\$ 170,000	(?)
West Union Township	151st Avenue	L9536	1974	82.5	(Posted)		\$ 150,000		\$ 20,000	\$ 170,000	(?)

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20131001-07	

Title (for publication with the Agenda): Domestic Violence Proclamation 2013 Todd County	
Date of Meeting: October 1, 2013	Total time requested: 5 min
Department Requesting Action: Hands of Hope Resource Center	
Presenting Board Action/Discussion at Meeting: Connie Nelson	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Options <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: Approve Proclamation	
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"/> Erickson	<input type="checkbox"/> Erickson
<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, Karen Busch, 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 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	

September 23, 2013

Dear Todd County Commissioners;

Once again Domestic Violence Awareness Month is upon us. Unfortunately, here in Todd County and all around the state of Minnesota we have been reminded all too often throughout the entire year of the toll that this disease has taken on our citizens. To date there have been nearly 40 domestic violence related deaths in Minnesota, the highest number of domestic violence related deaths since 2006.

One in three families deal with domestic violence on a daily basis, and those families live here in your respective districts. We all need to work on being aware of the dynamics of domestic violence, so we can take a stand and promote others to take a stand in ending this senseless tragedy in homes in our county.

Enclosed is a Proclamation to create awareness, remind individuals to become involved in the task of ending domestic violence, and promote healthy and safe living for all residents in Todd County. I ask that you will sign this proclamation as county leaders, and set an example for citizens of your districts.

If you have any concerns or questions, please feel free to contact our office at 320-732-2319.

Respectfully,

Connie Nelson

Domestic Violence Program Coordinator

Hands of Hope Resource Center

TODD COUNTY BOARD OF COMMISSIONERS

Proclamation for Domestic Violence for Todd County

WHEREAS, Our homes should be a place of warmth, love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings;

WHEREAS, domestic violence is a serious crime that terrorizes one's home and affects people, regardless of race, age, religion, income level, gender or occupation, and is happening in Todd County;

WHEREAS, The crime of domestic violence violates an individual's privacy, dignity, security, safety, and humanity, due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse;

WHEREAS, Domestic violence costs the nation \$10 billion annually in medical expenses, police and court costs, shelters and foster care, sick leave, absenteeism, and loss of productivity; and in Todd County, Hands of Hope Resource Center has served 315 men, women and children during the past year, with 252 of those being first time served clients. Todd County not unlike larger metropolitan areas has in the past year experienced an attempted murder, and domestic violence related suicide, and most recent a homicide due to domestic violence;

WHEREAS, Only a coordinated community effort will put a stop to this crime; therefore we at Hands of Hope Resource Center encourage you, the Todd County Commissioners to stand at the forefront in supporting law enforcement officials, shelter providers, victim services, health care providers, the clergy and concerned citizens to come together and directly confront the crisis of domestic violence;

NOW, THEREFORE BE IT RESOLVED, In recognition of Domestic Violence, we the commissioners of Todd County do hereby proclaim the month of October 2013 as Domestic Violence Awareness Month and urge all citizens to work with Hands of Hope Resource Center in eliminating domestic violence in our communities.

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): 20131001-11	

Title (for publication with the Agenda): Approve Joint Powers and Cost Share Agreements - Cities of Browerville, Long Prairie, Staples and Todd County for use of Pictometry software and imagery	
Date of Meeting: October 1, 2013	Total time requested: 15 min
Department Requesting Action: MIS	
Presenting Board Action/Discussion at Meeting: Chris Pelzer	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
On April 3, 2013, Todd County entered into a contract with Pictometry International for a flyover to produce digital imagery of the County. The Cities of Browerville, Long Prairie and Staples expressed interest in receiving digital imagery at a four inch resolution of their respective cities. The flyover was completed in June of 2013, and Joint Powers and Cost Share Agreements have been sent to the cities for review. The cities have approved the language of the agreement, and agree to cost sharing of this imagery.	
Options <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Approve and sign Joint Powers and Cost Share Agreements with Cities of Browerville, Long Prairie and Staples	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve and sign Joint Powers and Cost Share Agreements with Cities of Browerville, Long Prairie and Staples.	
Financial Implications: \$ \$55,992.88, to be paid over three years. \$4,365 down payment was paid in 2012. (See attached Annual Payment Request Letter for County/City cost breakdown)	Comments
Funding Source: Compliance Funds; Funds from Cities of Browerville, Long Prairie and Staples	
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"/> Erickson	<input type="checkbox"/> Erickson
<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, Karen Busch, 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 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
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GIS & Land Services
 215 1ST AVE S, STE 102
 Long Prairie, MN 56347
 Phone:(320)-732-4248

Date: August 22, 2013

Subject: Annual Pictometry Cost share Payment Due – per agreement.

Please submit payment to: Todd County Auditor / Treasurer.

Total cost of project: \$55,992.88, including tax. \$4365.00 was made as down payment in 2012.

AGENCY / DEPT NAME	Down Payment	1 ST YEAR	DATE DUE	2 ND YEAR	DATE DUE	3 RD YEAR	DATE DUE	TOTAL
Total Pictometry Project Costs:	\$4365.00	\$14299.29	10/2013	\$18,664.30	06/28/2014	\$18,664.29	06/28/2015	\$55,992.88
COMPLIANCE FUND	\$4365.00	\$11,007.54	10/2013	\$15,372.55	06/28/2014	\$15372.54	06/28/2015	\$41,752.63
Costs to be received from cities: (includes tax)								
CITY OF BROWERVILLE		\$598.50	10/2013	\$598.50	06/28/2014	\$598.50	06/28/2015	\$1795.50
CITY OF LONG PRAIRIE		\$997.50	10/2013	\$997.50	06/28/2014	\$997.50	06/28/2015	\$2992.50
CITY OF STAPLES		\$1695.75	10/2013	\$1695.75	06/28/2014	\$1695.75	06/28/2015	\$5087.25
TOTAL	\$4365.00	\$14,299.29		\$18,664.30		\$18,664.29		\$55,992.88

Thank you,

Zachary Aaberg, GIS Specialist
 Todd County GIS & Land Services
 320-732-4248

Chris Pelzer, MIS Director
 Todd County MIS
 320-732-1984

County Contract # _____
**Joint Powers and Cost Share Agreement
FOR PICTOMETRY INTERNATIONAL CORPORATION
GENERAL LICENSE TERMS AND CONDITIONS**

THIS AGREEMENT is made and entered into by and between the County of Todd (“County”) a political subdivision of Minnesota, and the City of Browerville, a subdivision of State of Minnesota.

WHEREAS, the County is extending its General License Terms and Conditions with Pictometry (License Agreement) under the License Agreement for the calendar years 2013, 2014 and 2015, which is attached and incorporated herein as Exhibit 1a; and

WHEREAS, in April 2008, the County and the City of Browerville entered into a Cost Share Agreement whereby the City of Browerville became an Approved Subdivision under the License Agreement related to installation and use of Pictometry’s licensed images, geodata, software and documentation (Pictometry’s Licensed Products); and

WHEREAS, the cities have expressed an interest in extending this agreement for the calendar years 2013, 2014 and 2015; and

WHEREAS, pursuant to Minn. Stat. 471.59, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers.

NOW, THEREFORE, in consideration of the mutual promises and benefits that all parties shall derive from this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 – PURPOSE

The purpose of this agreement is for the County, and the Cities to share in the costs for licensing, installation and use of the Pictometry’s Licensed Product, in accordance with the terms of this Agreement attached and incorporated herein as Exhibit 1a.

ARTICLE 2 – TERM

The term of this agreement will be from October 1, 2013 and shall terminate on December 31, 2015, unless earlier terminated by law or according to the provisions of this agreement.

ARTICLE 3 – OBLIGATIONS OF THE COUNTY

3.1 Payment. In accordance with the License Agreement executed between the County and Pictometry, the County has made an initial payment in May of 2012 in the amount of \$4365.00, and has agreed to pay \$14,299.29 for the calendar year of 2013, \$18,664.29 for the calendar year 2014, and \$18,664.30 for the calendar year 2015.

3.2 Approval as Authorized Subdivisions. Upon execution of this agreement and payment made by each City to the County as provided in this Agreement, the Cities will be an Authorized Subdivision.

3.3 Coordination. The County will work out the delivery and deployment details and coordinating those processes with appropriate staff of the Authorized Subdivisions. For that purpose, the Authorized Subdivisions agree to identify a technical and administrative contact for their city or agency related to this Cost Share Agreement (Liaison) as specified below.

ARTICLE 4 – OBLIGATIONS OF THE CITIES

4.1 Payments by Cities. The City of Browerville agrees to pay the County a total of \$598.50 in 2013, \$ 598.50 in 2014, and \$598.50 in 2015. The City of Browerville agrees to pay their respective cost share for each year of the License Agreement. The County will invoice each Authorized Subdivision for their cost share and each Authorized Subdivision agrees to send their cost share amount, payable to Todd County Treasurer, within 30 days of receipt of the invoice to the County Liaison.

4.2 Responsibilities of Cities as Authorized Subdivisions. Upon payment of their respective Cost Share Agreement, each Authorized Subdivision is licensing Pictometry's Licensed Products and is authorized to use the Licensed Products in accordance with the terms of this Agreement and Exhibit 1a for the applicable calendar years.

ARTICLE 5 – CITIES ARE NOT SUBLICENSEES OF THE COUNTY

Nothing in this Agreement creates an agency relationship between the County, the Cities with regard to the License Agreement, each Authorized Subdivision is licensing Pictometry's Licensed Products and is authorized to use the Licensed Products in accordance with the terms of this Agreement and Exhibit 1a for the applicable calendar years.

ARTICLE 6 – MUTUAL INDEMNIFICATION

Each party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of any other party, its officers, employees or agents. Each party hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

ARTICLE 7 – DEFAULT MAJEURE

No party shall be liable to any other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts or events may include acts

of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

ARTICLE 8 – TERMINATION

In the event Pictometry’s Licensed Products are no longer available to the County and Cities in accordance with the License Agreement, the County and Authorized Subdivisions will work together to determine appropriate actions to take. In the event the County recovers payments from Pictometry, the money recovered will be disbursed proportional to the contributions made for the Pictometry’s Licensed Products under this agreement.

ARTICLE 9 – AUTHORIZED REPRESENTATIVES AND LIAISONS FOR THE PARTIES

9.1 AUTHORIZED REPRESENTATIVES. The named persons that have executed this Agreement on behalf of the County, each City are designated the authorized representatives of parties for the purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the County and Cities the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.

LIAISONS To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the Authorized Subdivisions. Notification required to be provided pursuant to this Agreement shall be provided on each Authorized Subdivision’s signature page of this agreement, unless otherwise stated in a modification of this Agreement. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. The County’s liaison is:

County Liaison: Chris Pelzer or successor, Management of Information Systems

Telephone: 320-732-4470

Email address: chris.pelzer@co.todd.mn.us

ARTICLE 10 – GENERAL PROVISIONS

10.1 MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and Cities.

10.2 SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid, or unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

10.3 MERGER.

A. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either written or oral, not contained in this document.

B. Exhibit. Exhibit 1a – License Agreement is attached and incorporated by reference.
10.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF TODD

Date of Signature _____

By _____
Karen Busch
Todd County Auditor

Approved by Todd County Board
Resolution No. _____

APPROVAL AS TO FORM:

Todd County Attorney Date

CITY OF BROWERVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF BROWERVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ (print name)

Date: _____

Attest: _____
_____ (print name)

Date: _____

CITY OF BROWERVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF BROWERVILLE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ (print name)

Date: _____

Attest: _____
_____ (print name)

Date: _____

County Contract # _____
**Joint Powers and Cost Share Agreement
FOR PICTOMETRY INTERNATIONAL CORPORATION
GENERAL LICENSE TERMS AND CONDITIONS**

THIS AGREEMENT is made and entered into by and between the County of Todd (“County”) a political subdivision of Minnesota, and the City of Long Prairie, a subdivision of State of Minnesota.

WHEREAS, the County is extending its General License Terms and Conditions with Pictometry (License Agreement) under the License Agreement for the calendar years 2013, 2014 and 2015, which is attached and incorporated herein as Exhibit 1a; and

WHEREAS, in April 2008, the County and the City of Long Prairie entered into a Cost Share Agreement whereby the City of Long Prairie became an Approved Subdivision under the License Agreement related to installation and use of Pictometry’s licensed images, geodata, software and documentation (Pictometry’s Licensed Products); and

WHEREAS, the cities have expressed an interest in extending this agreement for the calendar years 2013, 2014 and 2015; and

WHEREAS, pursuant to Minn. Stat. 471.59, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers.

NOW, THEREFORE, in consideration of the mutual promises and benefits that all parties shall derive from this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 – PURPOSE

The purpose of this agreement is for the County, and the Cities to share in the costs for licensing, installation and use of the Pictometry’s Licensed Product, in accordance with the terms of this Agreement attached and incorporated herein as Exhibit 1a.

ARTICLE 2 – TERM

The term of this agreement will be from October 1, 2013 and shall terminate on December 31, 2015, unless earlier terminated by law or according to the provisions of this agreement.

ARTICLE 3 – OBLIGATIONS OF THE COUNTY

3.1 Payment. In accordance with the License Agreement executed between the County and Pictometry, the County has made an initial payment in May of 2012 in the amount of \$4365.00, and has agreed to pay \$14,299.29 for the calendar year of 2013, \$18,664.29 for the calendar year 2014, and \$18,664.30 for the calendar year 2015.

3.2 Approval as Authorized Subdivisions. Upon execution of this agreement and payment made by each City to the County as provided in this Agreement, the Cities will be an Authorized Subdivision.

3.3 Coordination. The County will work out the delivery and deployment details and coordinating those processes with appropriate staff of the Authorized Subdivisions. For that purpose, the Authorized Subdivisions agree to identify a technical and administrative contact for their city or agency related to this Cost Share Agreement (Liaison) as specified below.

ARTICLE 4 – OBLIGATIONS OF THE CITIES

4.1 Payments by Cities. The City of Long Prairie agrees to pay the County a total of \$ 997.50 in 2013, \$ 997.50 in 2014, and \$997.50 in 2015. The City of Long Prairie agrees to pay their respective cost share for each year of the License Agreement. The County will invoice each Authorized Subdivision for their cost share and each Authorized Subdivision agrees to send their cost share amount, payable to Todd County Treasurer, within 30 days of receipt of the invoice to the County Liaison.

4.2 Responsibilities of Cities as Authorized Subdivisions. Upon payment of their respective Cost Share Agreement, each Authorized Subdivision is licensing Pictometry’s Licensed Products and is authorized to use the Licensed Products in accordance with the terms of this Agreement and Exhibit 1a for the applicable calendar years.

ARTICLE 5 – CITIES ARE NOT SUBLICENSEES OF THE COUNTY

Nothing in this Agreement creates an agency relationship between the County, the Cities with regard to the License Agreement, each Authorized Subdivision is licensing Pictometry’s Licensed Products and is authorized to use the Licensed Products in accordance with the terms of this Agreement and Exhibit 1a for the applicable calendar years.

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Each party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of any other party, its officers, employees or agents. Each party hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney’s fees which the other, its officers, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

ARTICLE 7 – DEFAULT MAJEURE

No party shall be liable to any other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party’s reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts or events may include acts

of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

ARTICLE 8 – TERMINATION

In the event Pictometry’s Licensed Products are no longer available to the County and Cities in accordance with the License Agreement, the County and Authorized Subdivisions will work together to determine appropriate actions to take. In the event the County recovers payments from Pictometry, the money recovered will be disbursed proportional to the contributions made for the Pictometry’s Licensed Products under this agreement.

ARTICLE 9 – AUTHORIZED REPRESENTATIVES AND LIAISONS FOR THE PARTIES

9.1 AUTHORIZED REPRESENTATIVES. The named persons that have executed this Agreement on behalf of the County, each City are designated the authorized representatives of parties for the purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the County and Cities the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.

LIAISONS To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the Authorized Subdivisions. Notification required to be provided pursuant to this Agreement shall be provided on each Authorized Subdivision’s signature page of this agreement, unless otherwise stated in a modification of this Agreement. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. The County’s liaison is:

County Liaison: Chris Pelzer or successor, Management of Information Systems

Telephone: 320-732-4470

Email address: chris.pelzer@co.todd.mn.us

ARTICLE 10 – GENERAL PROVISIONS

10.1 MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and Cities.

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A. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either written or oral, not contained in this document.

B. Exhibit. Exhibit 1a – License Agreement is attached and incorporated by reference.

10.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF TODD

Date of Signature _____

By _____

Karen Busch
Todd County Auditor

Approved by Todd County Board
Resolution No. _____

APPROVAL AS TO FORM:

Todd County Attorney Date

CITY OF LONG PRAIRIE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF LONG PRAIRIE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ (print name)

Date: _____

Attest: _____
_____ (print name)

Date: _____

CITY OF LONG PRAIRIE

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF LONG PRAIRIE

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ (print name)

Date: _____

Attest: _____
_____ (print name)

Date: _____

County Contract # _____
**Joint Powers and Cost Share Agreement
FOR PICTOMETRY INTERNATIONAL CORPORATION
GENERAL LICENSE TERMS AND CONDITIONS**

THIS AGREEMENT is made and entered into by and between the County of Todd (“County”) a political subdivision of Minnesota, and the City of Staples, a subdivision of State of Minnesota.

WHEREAS, the County is extending its General License Terms and Conditions with Pictometry (License Agreement) under the License Agreement for the calendar years 2013, 2014 and 2015, which is attached and incorporated herein as Exhibit 1a; and

WHEREAS, in April 2008, the County and the City of Staples entered into a Cost Share Agreement whereby the City of Staples became an Approved Subdivision under the License Agreement related to installation and use of Pictometry’s licensed images, geodata, software and documentation (Pictometry’s Licensed Products); and

WHEREAS, the cities have expressed an interest in extending this agreement for the calendar years 2013, 2014 and 2015; and

WHEREAS, pursuant to Minn. Stat. 471.59, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers.

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ARTICLE 2 – TERM

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ARTICLE 3 – OBLIGATIONS OF THE COUNTY

3.1 Payment. In accordance with the License Agreement executed between the County and Pictometry, the County has made an initial payment in May of 2012 in the amount of \$4365.00, and has agreed to pay \$14,299.29 for the calendar year of 2013, \$18,664.29 for the calendar year 2014, and \$18,664.30 for the calendar year 2015.

3.2 Approval as Authorized Subdivisions. Upon execution of this agreement and payment made by each City to the County as provided in this Agreement, the Cities will be an Authorized Subdivision.

3.3 Coordination. The County will work out the delivery and deployment details and coordinating those processes with appropriate staff of the Authorized Subdivisions. For that purpose, the Authorized Subdivisions agree to identify a technical and administrative contact for their city or agency related to this Cost Share Agreement (Liaison) as specified below.

ARTICLE 4 – OBLIGATIONS OF THE CITIES

4.1 Payments by Cities. The City of Staples agrees to pay the County a total of \$ 1695.75 in 2013, \$ 1695.75 in 2014, and \$1695.75 in 2015. The City of Staples agrees to pay their respective cost share for each year of the License Agreement. The County will invoice each Authorized Subdivision for their cost share and each Authorized Subdivision agrees to send their cost share amount, payable to Todd County Treasurer, within 30 days of receipt of the invoice to the County Liaison.

4.2 Responsibilities of Cities as Authorized Subdivisions. Upon payment of their respective Cost Share Agreement, each Authorized Subdivision is licensing Pictometry's Licensed Products and is authorized to use the Licensed Products in accordance with the terms of this Agreement and Exhibit 1a for the applicable calendar years.

ARTICLE 5 – CITIES ARE NOT SUBLICENSEES OF THE COUNTY

Nothing in this Agreement creates an agency relationship between the County, the Cities with regard to the License Agreement, each Authorized Subdivision is licensing Pictometry's Licensed Products and is authorized to use the Licensed Products in accordance with the terms of this Agreement and Exhibit 1a for the applicable calendar years.

ARTICLE 6 – MUTUAL INDEMNIFICATION

Each party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of any other party, its officers, employees or agents. Each party hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

ARTICLE 7 – DEFAULT MAJEURE

No party shall be liable to any other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts or events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

ARTICLE 8 – TERMINATION

In the event Pictometry's Licensed Products are no longer available to the County and Cities in accordance with the License Agreement, the County and Authorized Subdivisions will work together to determine appropriate actions to take. In the event the County recovers payments from Pictometry, the money recovered will be disbursed proportional to the contributions made for the Pictometry's Licensed Products under this agreement.

ARTICLE 9 – AUTHORIZED REPRESENTATIVES AND LIAISONS FOR THE PARTIES

9.1 AUTHORIZED REPRESENTATIVES. The named persons that have executed this Agreement on behalf of the County, each City are designated the authorized representatives of parties for the purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the County and Cities the authorized representatives shall have only the authority specifically or generally granted by their respective governing boards.

LIAISONS To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the Authorized Subdivisions. Notification required to be provided pursuant to this Agreement shall be provided on each Authorized Subdivision's signature page of this agreement, unless otherwise stated in a modification of this Agreement. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. The County's liaison is:

County Liaison: Chris Pelzer or successor, Management of Information Systems

Telephone: 320-732-4470

Email address: chris.pelzer@co.todd.mn.us

ARTICLE 10 – GENERAL PROVISIONS

10.1 MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and Cities.

10.2 SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid, or unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

10.3 MERGER.

A. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either written or oral, not contained in this document.

B. Exhibit. Exhibit 1a – License Agreement is attached and incorporated by reference.

10.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF TODD

Date of Signature _____

By _____
Karen Busch
Todd County Auditor

Approved by Todd County Board
Resolution No. _____

APPROVAL AS TO FORM:

Todd County Attorney Date

CITY OF STAPLES

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF STAPLES

I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____
_____ (print name)

Date: _____

Attest: _____
_____ (print name)

Date: _____

CITY OF STAPLES

Name, Title, Address and Phone Number of City's Authorized Representative:

Name, Title, Address and Phone Number of City's Liaison:

CITY OF STAPLES

I, the below signed, have authority to sign
this Agreement on behalf of the City

By: _____

_____ (print name)

Date: _____

Attest: _____

_____ (print name)

Date: _____