

TODD COUNTY BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

Date: March 1, 2016

Time: 9:00 AM

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

Item #		Approx. Time
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:03
4	Potential Consent Items	9:05
4.1	Approve February 16, 2016 Meeting Minutes	
4.2	Approve Commissioner Warrants	
4.3	TCDC Funds Transfer	
4.4	Big Lake Sportsman Gambling Permit	
4.5	Little Sauk Legion Liquor License	
4.6	Main Street Ducks Unlimited Gambling Permit	
4.7	Sauk Centre Country Club Liquor License	
4.8	Long Prairie Country Club Liquor License	
4.9	Rainbow Lodge 3.2 Malt Liquor License	
4.10	Thunderlodge Liquor License	
4.11	Birchwood Resort Liquor License	
4.12	Rainbow Lodge Set Up License	
5	Planning & Zoning	9:15
5.1	CUP - Maas	
6	Ditch & Ag	9:20
6.1	HHA Acknowledgement CD15	
7	Emergency Management and Sheriff's Department	9:25
7.1	CodeRED as Mass Notification Service	
8	Sheriff's Department	9:30
8.1	Seasonal Recreational Assistant Advertisement	
8.2	Purchase Forfeited Vehicle	
8.3	FT Position of Records Administrator/Jail Program Coordinator	
8.4	Hire FT Jailor Dispatcher - Switters	
9	Health & Human Services	9:45
9.1	Introduce New Staff	
9.2	Appoint Support Enforcement Aide	
9.3	Rescind BA Tracking #20150915-11	
9.4	Appoint PT HHA	
9.5	Resignation - HHA	
	Standing Reports	
	Auditor-Treasurer Report	
	Commissioners' Report	
	"Closed Session" Negotiation Strategy	10:30

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, 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): 20160301-03	

Title (for publication with the Agenda): Approve February 16 & Joint SWCD 2016 Meeting Minutes	
Date of Meeting: March 1, 2016	Total time requested: 5 min
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
February 16, 2016 and SWCD Joint Meeting Meeting Minutes attached	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve Meeting Minutes from February 16 and Joint SWCD Meeting Minutes as read	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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

*Minutes of the Meeting of the Todd County Board of Commissioners held on
February 16, 2016*

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 16th day of February, 2016 at 9:00 AM. The meeting was called to order by Chairperson Becker. The meeting was opened with the Pledge of Allegiance. All Commissioners present.

Approval of Agenda

On motion by Neumann and second by Erickson, the following motion was introduced and adopted by unanimous vote. To approve the agenda as presented.

Routine Business

On motion by Kneisl and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve meeting minutes from February 2, 2016 Meeting Minutes as read.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Commissioner Warrants number 42726 through 42815 in the amount of \$47,054.06 and HHS Warrants in the amount of \$73,162.75.

On motion by Erickson and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the Budget Request Form for Sheriff's Gun Permit account changes in order to meet statute guidelines account number changes must be made to Sheriff's Gun Permit Accounts, and the budget needs to be updated accordingly.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Budget Request Form to realign budgeted items to Contracted Services instead of Part Time Wages within the following departments: Elections, Custodial/Buildings & Fairgrounds.

On motion by Neumann and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the attached Budget Request Form to Carryover Balance of Funds in the Custodial/Buildings-Grounds & Improvements Account in the amount of \$46,921.00.

On motion by Erickson and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve a one year On Sale, Off Sale, and Sunday Liquor License for 8's Pub & Grill LLC at the address of 24148 US 71, Long Prairie, MN in Long Prairie Township.

On motion by Neumann and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve a one year On Sale, Off Sale, and Sunday Liquor License for Full O Fun LLC dba Saukinac Campground at the address of 21914 Bay Loop, Sauk Centre, MN in Kandota Township.

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

GAMBLING PERMIT FOR TODD COUNTY PHEASANTS FOREVER CHAPTER #381

TODD COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Todd County Pheasants Forever Chapter #381 through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a one day Gambling Permit for the Todd County Pheasants Forever Chapter #381 to hold a raffle at The Hub Supper Club in Burnhamville Township at the address 30905 County 13, Burtrum, MN on April 9, 2016.

Solid Waste/Transfer Station

On motion by Erickson and second by Kneisl, the following resolution was introduced and adopted by unanimous vote: To approve the low quote for 6 containers from Spanier Welding in the amount of \$25,200.00

On motion by Kircher and second by Kneisl, the following resolution was introduced and adopted by unanimous vote: To approve accepting the lowest quote for a 2016 Chevrolet Silverado pickup from Marthaler Chevrolet in the amount of \$29,703.00

Ditch & Ag

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

MNDNR - RICE LAKE WATER CONTROL STRUCTURE REPLACEMENT - COUNTY DITCH 20

WHEREAS, the MnDNR, Little Falls Area Wildlife Office is requesting permission to replace a state-owned water control structure located within a portion of CD20 that runs through the Staples State Wildlife Management Area (WMA) on parcel 22-4001200, and;

WHEREAS, this project will replace the water control structure at the outlet of the Rice Lake Impoundment on the Staples WMA. The project purpose is to improve structure maintenance and safety, and to improve access to, and maintenance of, the associated dike west of the control structure. The ditch elevation, the maximum & minimum pool elevation of Rice Lake, and the hydrologic capacity of the water control structure will remain unchanged, and;

WHEREAS, applicant is allowed to maintain the drainage ditch to the original width, depth and grade. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Culverts can be replaced at the existing elevation. Spoil may be side cast and leveled staying within 16.5 feet of the ditch, and;

WHEREAS, NOW, THEREFORE BE IT RESOLVED, the Todd County Ditch Authority gives permission to the MnDNR Little Falls Area Wildlife Office to replace the state owned water control structure located on CD20 at the outlet of Rice Lake, as described in their Staples WMA Water Control Structure Replacement plan. There is an existing Operating & Maintenance Plan in place for the structure. This project will be done at MnDNR's own expense.

BE IT FURTHER RESOLVED, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of the County is governed by Minnesota Statutes, Chapter 466. Tort Liability, Political Subdivisions.

TODD COUNTY BOARD OF COMMISSIONERS

Great River Regional Library

Great River Regional Library gave their 2015 year-end report. Karen Pundsack, Executive Director, Nancy Potter, Long Prairie Library Services Coordinator and Cathy Perish, Eagle Bend/Staples Library Services Coordinator were present during this presentation.

Sheriff's Department

On motion by Neumann and second by Kircher, the following motion was introduced and adopted by unanimous vote: To approve to purchase the GPS equipment from Fleetmatics in the amount of \$5,300.00.

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

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF TODD ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF

WHEREAS, the County of Todd on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Todd, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Todd on behalf of its County Attorney and Sheriff are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Sheriff Don Asmus or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sarah Booker is appointed as the Authorized Representative's designee.

3. That the Todd County Attorney, Charles Rasmussen, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sonja Pearson is appointed as the Authorized Representative's designee.

4. That Barbara Becker, the Chair of the County of Todd, and Denise Gaida, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Sheriff's Department

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

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF TODD ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF

TODD COUNTY BOARD OF COMMISSIONERS

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1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Todd on behalf of its County Attorney and Sheriff are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Sheriff Don Asmus or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sarah Booker is appointed as the Authorized Representative's designee.

3. That the Todd County Attorney, Charles Rasmussen, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sonja Pearson is appointed as the Authorized Representative's designee.

4. That Barbara Becker, the Chair of the County of Todd, and Denise Gaida, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Public Works

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

VARIANCE REQUEST FROM STATE AID OPERATION FOR SAP 077-622-013

WHEREAS, the City of Eagle Bend and Todd County are cooperatively preparing plans for a reconstruction project located on County State Aid Highway 22 from Trunk Highway 71 to Third Avenue Southeast, and;

WHEREAS, this project would require adherence to all Minnesota Rules for State Aid Operations specifically Minnesota Rules for State Aid Operation 8820.9961 (Minimum Design Standards for 45-Degree and 60-Degree Pull-in Diagonal Parking) which would require the Parking Stall Depth for CSAH 22 to be 20 feet in length, and;

WHEREAS, the reason for this variance request is that a reduction in curb to curb width is required in order to gain adequate sidewalk width to meet all American with Disabilities Act (ADA) and MnDOT PROWAG requirements.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9961 (Minimum Design Standards for 45-Degree and 60-Degree Pull-in Diagonal Parking) to allow for 18 foot deep parking stalls in lieu of the required 20 foot deep parking stalls, and;

TODD COUNTY BOARD OF COMMISSIONERS

BE IT FURTHER RESOLVED, that the Todd County Board of Commissioners hereby indemnifies, saves and holds harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of (project descriptions) in accordance with Minnesota Rules 8820.9961 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

The 2016 Spring Road Meeting was set for April 18, 2016 at 9:00 am at the Public Works Northern Shop located in Moran Township, as agreed upon by full Board

Health & Human Services

On motion by Kircher and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the Title IV-D Cooperative Agreement with the MN Department of Human Services and Todd County Health & Human Services, County Sheriff and County Attorney effective January 1, 2016 - December 31, 2017.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve Health & Human Services to recruit and hire a Home Health Aide / Homemaker to fill the vacant position.

Planning & Zoning

Recommendation for Blair Maas Conditional Use Permit was tabled for correction of address.

On motion by Erickson and second by Neumann, the following CUP was introduced and adopted by unanimous vote: To approve amending CUP# C-20030624459 for Marvin Drayna to remove the commercial farm machinery repair activity from the existing CUP due to failure to follow conditions established by the Board. Conditions not met include:

- 1) Conifer planting for screening north to south and east to west along property line. Some planted but only a few survived (air photos show a few trees along one part of property – no screening)
- 2) All white goods, batteries, tires be removed from the property by June 3, 2003 (currently on site).
- 3) No inoperable unlicensed autos allowed on site (several on site).
- 4) Mobile homes, semi-trailers, and tires must be removed from site by May 31, 2008 (not met).

On motion by Erickson and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Budget Request Form to Carryover Planning & Zoning Grant Funds in the amount of \$76,205.21.

On motion by Kircher and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the Budget Request Form to Carryover Aquatic Invasive Species (AIS) Funds in the amount of \$75,887.21.

Todd County Board of Commissioners and Todd County SWCD

Supervisory Joint Special Meeting

Separate minutes attached.

TODD COUNTY BOARD OF COMMISSIONERS

Closed Session

On motion by Neumann and second by Kircher, the Todd County Commissioners' Meeting was recessed and went into Closed Session for negotiation strategy at 11:12 am.

On motion by Erickson and second by Kneisl, the Todd County Commissioners' meeting was re-opened at 11:55 am.

Auditor-Treasurer Report

Denise reported the Work Session to following today's meeting.

Commissioners' Report

The Commissioners reported on the meetings they had attended.

The Finance Committee will be meeting February 23, 2016 at 9:00. Hiring Committee was formed to pursue HR Director/Coordinator. The Committee consisting of Erickson, Becker, Denise Gaida, Auditor Treasurer, Chuck Rasmussen, County Attorney and Don Asmus, Sheriff. The first meeting will take place following the Finance Committee on February 23, 2016.

Becker adjourned for meeting for the Month February, 2016.

TODD COUNTY BOARD OF COMMISSIONERS

And

TODD COUNTY SWCD SUPERVISORS

*Minutes of the Joint Special Meeting of the Todd County Board of Commissioners and
Todd County SWCD Supervisors held on February 16, 2016*

Call to Order

The Todd County Board of Commissioners and Todd County SWCD Board of Supervisors met in the Commissioner's Board Room in the City of Long Prairie, MN on the 16th day of February, 2016 at 10:00 A.M. Chairperson Bucholz and Chairperson Becker called the meeting to order at 10:30 am with all members present.

Approval of Agenda

On motion by Pesta and seconded by Katterhagen, the following motion was introduced and adopted by unanimous vote: To approve the agenda as presented.

On motion by Erickson and seconded by Neumann, the following motion was introduced and adopted unanimous vote: To approve the agenda as presented.

Todd County SWCD Annual Report

Tim Stieber, SWCD Director reported on the 2015 Annual Report and held discussion

Financial Report

Tim Stieber, SWCD Director reported on the 2015 Financial Report and held discussion.

Todd SWCD Work Plan 2016

Tim Stieber, SWCD Director presented the 2016 Work Plan.

No other discussion was held.

Adjourn

The meeting was adjourned by Chairperson Bucholz and Chairperson Becker at 10:55 am.

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): 20160301-06	

Title (for publication with the Agenda): Approve Commissioner Warrants	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer Office	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Printout sent to Commissioners	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the Commissioner Warrants number 42816 through 42891 in the amount of \$61,440.33 and HHS Warrants in the amount of \$83,146.70 and 176,779.19.	
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"/> Becker	<input type="checkbox"/> Becker
Second:	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Passed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Failed	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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	Amount
COMPASS MINERALS AMERICA	36,456.05
LITTLE FALLS MACHINE INC	2,417.59
ZIEGLER INC	2,062.64
Payments less than 2000	20,504.05
DHS - ANOKA METRO RTC - 412	28,602.00
DHS - MSOP- MN SEX OFFENDER PROGRAM	7,464.80
DHS - SWIFT	55,142.30
FRESHWATER EDUCATION DISTRICT	15,336.00
MORRISON COUNTY SOCIAL SERVICE	2,437.50
V14380	2,641.88
RURAL MN CEP INC	14,378.36
TODD COUNTY AUDITOR/TREASURER	15,096.10
V14070	2,088.84
Payments less than 2000	33,591.41
DHS - SWIFT	20,921.76
# 12714 Family Support Grant	3,113.99
LIFE HOUSE INC	3,100.00
MERIDIAN SERVICES INC	2,045.10
MID MINNESOTA DRUG TESTING INC	2,840.00
NEXUS INC	5,203.35
NORTHERN PINES MENTAL HLTH CTR	9,663.50
STEP	7,036.38
WEST CENTRAL REG JUVENILE CTR	3,312.50
Payments less than 2000	25,910.12
Final Total	321,366.22

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): 20160301-21	

Title (for publication with the Agenda): Transfer of funds from Todd County Allocation Funds to Todd County Development Corporation.	
Date of Meeting: March 1, 2016	Total time requested: 2 min
Department Requesting Action: Auditor-Treasurer & Development Corporation	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
See attached letter request.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the transfer of funds of \$72,200 from the Todd County Allocation Funds to the Todd County Development Corporation.	
Financial Implications: \$72,200	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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	



Rick Utech, Executive Director
Todd County Development Corporation
347 Central Avenue, Suite 1
Long Prairie, MN 56347
Phone: 320-732-2128
Fax: 320-732-2128
rick.utech@co.todd.mn.us

February 22, 2016

Denise Gaida, Treasurer
Todd County
215 1st Avenue South, Suite 201
Long Prairie, MN 56347

Dear Denise:

Todd County Development Corporation is writing you to request the 2016 Todd County allocation funds of Seventy Two Thousand Two Hundred dollars (\$ 72,200.00). This allocation will be added to the current balance of the Todd County Development Corporation.

The Todd County Development Corporation Board of Directors and I appreciate the financial and in-kind technical support provided by Todd County. This investment helps us to carry out our mission of sustaining and promoting diverse economic development through education, training and technical assistance that improves the lives of our citizens, communities and businesses.

Sincerely,

Rick Utech, Executive Director
Todd County Development Corporation

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): 20160301-04	

Title (for publication with the Agenda): Gambling Permit-Big Lake Sportsmans Club	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application has been filed in the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: to approve a one day gambling permit for the Big Lake Sportsmans Club to hold a raffle at the Big Lake Sportsmans Clubhouse in Turtle Creek Township at the address 33513 County 16, Cushing, MN on August 20, 2016.	
Financial Implications: \$0	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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

GAMBLING PERMIT FOR BIG LAKE SPORTSMAN CLUB

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Big Lake Sportsmans Club through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a one day Gambling Permit for the Big Lake Sportsmans Club to hold a raffle at the Big Lake Sportsmans Clubhouse in Turtle Creek Township at the address 33513 County 16, Cushing, MN on August 20, 2016.

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): 20160301-10	

Title (for publication with the Agenda): One Year Liquor License - American Legion 417	
Date of Meeting: 02/16/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application is on file in the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
to approve a one year On Sale and Sunday Liquor License for American Legion 417 dba Oscar Jacobson Post (Little Sauk Legion) at the address of 16268 County 50, Long Prairie, MN in Little Sauk Township.	
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"/> Becker	<input type="checkbox"/> Becker
Second:	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Passed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Failed	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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 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): 20160301-12	

Title (for publication with the Agenda): Gambling Permit-Main Street Ducks Unlimited	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application has been filed in the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: to approve a one day gambling permit for the Main Street Ducks Unlimited to hold a raffle at Diamond Point in Birchdale Township at the address 12818 Bayview Dr, Sauk Centre, MN on April 16, 2016.	
Financial Implications: \$0	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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Seal	

TODD COUNTY BOARD OF COMMISSIONERS

GAMBLING PERMIT FOR MAIN STREET DUCKS UNLIMITED

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Main Street Ducks Unlimited through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a one day Gambling Permit for the Main Street Ducks Unlimited to hold a raffle at Diamond Point in Birchdale Township at the address 12818 Bayview Dr, Sauk Centre, MN on April 16, 2016.

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): 20160301-19	

Title (for publication with the Agenda): One Year Liquor License - Sauk Centre Country Club	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application is on file in the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
to approve a one year On Sale and Sunday Liquor License for Sauk Centre Country Club Inc. dba Greystone Golf Club at the address of 10548 Andrews Drive, Sauk Centre, MN in Kandota Township.	
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"/> Becker	<input type="checkbox"/> Becker
Second:	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Passed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Failed	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher

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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): 20160301-11	

Title (for publication with the Agenda): One Year Liquor License - Long Prairie Country Club	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application is on file in the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: to approve a one year On Sale and Sunday Liquor License for Long Prairie Country Club at the address of 406 6 th St SE, Long Prairie, MN in Long Prairie Township.	
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"/> Becker	<input type="checkbox"/> Becker
Second:	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Passed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Failed	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher

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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): 20160301-15	

Title (for publication with the Agenda): 3.2 Malt Liquor License-Rainbow Lodge	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application has been filed with the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: to approve a Seasonal On & Off Sale 3.2 Malt Liquor License for Rainbow Lodge at the address of 20576 Banks Trail, Sauk Centre, MN in Kandota Township.	
Financial Implications: \$0	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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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): 20160301-22	

Title (for publication with the Agenda): One Year Liquor License - Thunder Lodge	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application is on file in the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
to approve a one year On Sale and Sunday Liquor License for Thunder Lodge Sportsbar & SC Inc. at the address of 22056 US 71, Long Prairie, MN in Long Prairie Township.	
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"/> Becker	<input type="checkbox"/> Becker
Second:	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Passed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Failed	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher

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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): 20160301-05	

Title (for publication with the Agenda): One Year Liquor License - Birchwood Resort	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application is on file in the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: to approve a one year On Sale, Off Sale, and Sunday Liquor License for Birchwood Resort at the address of 22182 Birchwood Loop, Sauk Centre, MN in Birchdale Township.	
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"/> Becker	<input type="checkbox"/> Becker
Second:	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Passed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Failed	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher

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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): 20160301-16	

Title (for publication with the Agenda): One Year Set-Up License - Rainbow Lodge	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Application has been filed with the Auditor-Treasurer's Office	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: to approve a one year Set-Up license for Rainbow Lodge at the address of 20576 Banks Trail, Sauk Centre, MN in Kandota Township.	
Financial Implications: \$0	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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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 checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20160301-07	

Title (for publication with the Agenda): Blair Maas Condition Use Permit	
Date of Meeting: 3-1-16	Total time requested: 10 min
Department Requesting Action: Planning and Zoning	
Presenting Board Action/Discussion at Meeting: Tim Stieber	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Attached Conditional Use proceedings related to landowner request to operate a boat and ATV service center on parcel #14-0004401 located at 18571 150th Grey Eagle, MN. This case was discussed at the Feb. 16, 2016 meeting and one address on the proceedings found to be in error. The current proceedings was corrected and can be voted on by the board.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve Conditional Use Permit with three conditions stated in the proceedings.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures

STATE OF MINNESOTA }
 COUNTY OF TODD }

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Seal

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Blair Maas
Mailing Address: 18571 150th St
Sauk Centre, MN 56378

Property Owner: Blair and Lois Mass

Site Address: 18571 150th Sauk Centre, MN

Parcel Number: 14-0004401

REQUEST: To operate a boat and ATV service center. Repair only. No sale of new items.

The above entitled matter was heard before the Todd County Planning Commission on the 4th day of February, 2016, on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

SECT-05 TWP-127 RANG-34
E 272 FT OF N 400 FT OF E2 NW4 2.50 ACRES

Record this document in: _____ abstract records _____ torrens records.

IT IS ORDERED that the Conditional Use, Subdivision, Rezoning, CUP# C-20160208890, be (granted, denied) as upon the following conditions, changes or reasons:

- 1.) Proper handling of hazardous waste according to state regulations
- 2.) Fencing or vegetative screening installed on south and west side of storage/work area
- 3.) No more than 50 customer units on site at one time.

Todd County Board of Commissioners
Barb Becker, Chairperson

Date

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

I, Timothy D Stieber Todd County Planning & Zoning Director, County of Todd with and in for said County, do hereby certify that I have compared the foregoing copy and order (granting, denying) a Conditional Use with the original record thereof preserved in my office, and have found the same to be correct and true transcript of the whole thereof.

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

TODD COUNTY Planning and Zoning DIRECTOR

Drafted by: Galen Gruber
Resource Conservationist

This form mailed to applicant: _____
Date

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 5.05M 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
Board Action Tracking Number (Admin use): 20160301-23	

Title (for publication with the Agenda): CD15 - Lance Grewe HHA - Spoil Maintenance	
Date of Meeting: March 1, 2016	Total time requested: 5 min
Department Requesting Action: Ditch Inspector	
Presenting Board Action/Discussion at Meeting: Nancy Uhlenkamp CDI	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Attachment 1 - BOA Attachment 2 - Hold Harmless Agreement Attachment 3 - Map	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Acknowledge HHA petition. Do Not Acknowledge HHA petition.	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Acknowledge receipt of a Hold Harmless Agreement petition from Lance Grewe to maintain spoils on CD15 section 26 Stowe Prairie Twp.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures STATE OF MINNESOTA } COUNTY OF TODD } I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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): 20160301-06	

Title (for publication with the Agenda): CodeRED as Mass notification service	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Emergency Management and Sheriff's Office	
Presenting Board Action/Discussion at Meeting: Mike Wisniewski	
Background <input type="checkbox"/> Supporting Documentation enclosed	
<p>Through exercises and real world events Emergency Management, Sheriff's Department and other county departments have shown the need for a mass notification system.</p> <p>Emergency Management and Sheriff's Office looked at several different companies based on features, usability and pricing. We picked CodeRED based on prior stated reasons and because they are the number one vendor in Minnesota and other agencies that have had experience with them are happy with the service and availability. CodeRED for the IPAWS cost is a written agreement with the state to reduce the cost based on more counties signing.</p> <p>The IPAWS is being covered by HSEM Central Minnesota group at the initial cost of \$2500. The region is submitting for additional monies for IPAWS in 2017.</p> <p>The Contract has been reviewed by the Attorneys Office.</p>	
Options <input type="checkbox"/> Supporting Documentation enclosed	
1) To not go into contract with the service provider and have no notification system. 2) To accept the contract on a year by year bases.	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To accept the year by year contract	
Financial Implications: \$9250.00	Comments
Funding Source: \$ 6750.00 EM Budget and \$2500.00 grant	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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Seal	

CODERED NEXT SERVICES AGREEMENT
Licensee Supplied Data Only

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of the last date signed below (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174 and Todd County, a body politic and corporate of the State of Minnesota ("Licensee") located at 212 2nd Ave South, Long Prairie, MN 56347.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

- 1. License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to allow departments under the sole control of Licensee to use the Service, in accordance with the terms of this Agreement, provided however, in no instance shall the Service be used by any school, school system, departments of education, university department(s), or by any departments which are not directly governed by Licensee without the prior written consent of Licensor. Licensor offers alternate licensing solutions specifically designed for education separate from the Service. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with unlimited unique user name(s) and password(s).

- 2. Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.

- 3. Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of Todd County, Minnesota (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Licensee understands and agrees that: (a) absent separate purchase from Licensor, Licensee is responsible to provide data to Licensor for use in the Service, and that Licensor shall in no way be responsible for any delays in Licensee's ability to use the Service due to Licensee's failure to provide data; and (b) the data Licensee supplies to Licensor for use in the Service may be subject to calling and other restrictions, and Licensee agrees to use the Service in accordance with any such restrictions. Any additional Service functions will be charged at the rates on Exhibit A.

- 4. Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined)(the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.

- 5. Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is predicated on a population within the Calling Area not to exceed 24,999. Licensee further understands and agrees that a deviation above 10% of such population, as is listed in this Agreement, shall result in increased pricing at Licensor's then-current rates. Payment for the Service is due and payable upon Licensee's receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Suite 200, Ormond

Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

6. **Discount Contract Extension:** Upon each annual anniversary of the Effective Date of this Agreement, the Term of this Agreement will automatically extend for an additional one-year period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by one (1) additional year upon each annual anniversary of the Effective Date. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then current Renewal Term.** In the event the Agreement is extended:
 - a) Licensor will update its systems to extend the active software License and associated access codes for one additional year of use;
 - b) Licensor will invoice Licensee for additional year(s) of service at the rate of **six thousand seven hundred fifty dollars (\$6,750) per year**, and
 - c) Licensee agrees to pay the contract extension fee set forth in this paragraph upon receipt of invoice from the Licensor, subject to the same terms as set forth in paragraph 5.
7. **Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement:
 - a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute (as defined on Exhibit A) used by Licensee; or
 - b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
8. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
9. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
10. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may

not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

11. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
12. **Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.
13. **Contact Data:** Licensor understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information (the "Resident Data"). Licensor agrees that it will, upon termination of this Agreement and the request of Licensee, provided all fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to Licensee. Licensor reserves the right to charge Licensee any database maintenance fees it incurs in processing such request, as set forth on Exhibit A. Licensee acknowledges and agrees that Licensor shall notify private citizens and other persons in the Calling Area that their data will be transmitted to Licensee, and that the transmission of such data to Licensee may render it public record. Licensee agrees that Licensor shall in no event be responsible for the failure of private citizens to contribute their contact information because of such public records notice. Licensee acknowledges and agrees that, in addition to the Resident Data, Licensor shall use its own commercially available data sources (the "Commercial Data") in the Service and that such Commercial Data is subject to licensing requirements that do not permit Licensor to transfer ownership of such Commercial Data to Licensee. Licensee further acknowledges and agrees that the Commercial Data shall remain the sole and exclusive property of Licensor.
14. **Confidentiality:** Licensor acknowledges the confidential nature of Licensee supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to

prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (the "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, Commercial Data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

15. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

16. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, LLC, 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174

As to **Licensee:** Todd County: Attn: Mike Wisniewski/Emergency Management Director, 212 2nd Ave South, Long Prairie, MN 56347

Either party may change the address provided herein by providing notice as set forth in this paragraph.

17. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

18. Interpretation and Severability: In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

19. Counterparts and Construction: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

20. Survival: Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
Todd County, Minnesota

Licensor:
Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service Charges

Discounted CodeRED NEXT Service Agreement	\$ <u>6,750.00</u>
<u>Unlimited</u> CodeRED System Minutes	\$ <u>Included</u>
<small>"System Minute" means sixty (60) seconds of connected call time in the Service.</small>	
<u>Unlimited</u> CodeRED user pass codes	\$ <u>Included</u>
One (1) CodeRED distance training session	\$ <u>Included</u>
<small>Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum) In person training sessions may be purchased for \$1,500.00 per trainer, per day, plus all travel, lodging and ground transportation</small>	
Initial Licensee Supplied Database Upload	\$ <u>Included</u>
Licensor Supplied Database	\$ <u>Call for Pricing</u>
Public Records Notice Community Notification Enrollment (CNE) Page:	\$ <u>Required</u>
Custom mapping updates – five (5) per year	\$ <u>Included</u>
<small>GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. A full GIS map must be provided to be used in the Service.</small>	
Standard CodeRED data collection website	\$ <u>No Charge</u>
Standard CodeRED mapping interface and data layers	\$ <u>No Charge</u>
Email and Text Messaging	\$ <u>No Charge</u>

Database Accuracy Updates

Licensee Supplied Database: *One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. In order for this Database Accuracy Update to occur, Licensee must supply Licensor with a new data file each year during the Term of this Agreement. Additional updates requested by Licensee will incur charges at the rate listed below after the annual update is completed by Licensor.*

Additional Update Fees: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades \$ No Charge

Professional Services Upon Request: \$135/hour
Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.

**IPAWS Addendum
State of Minnesota Discount**

This addendum (the "Addendum") to the CodeRED® NEXT Services Agreement ("Agreement") is made and entered into by and between Todd County (hereinafter "Licensee") a body politic of the State of Minnesota located at 212 2nd Ave South, Long Prairie, MN 56347 and Emergency Communications Network, LLC (hereinafter "Licensor"). This Addendum shall be effective as of the Effective Date of the Agreement. In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the Agreement in the following manner:

1. Terms used herein but not otherwise defined shall have the meaning attributed to them in the Agreement.

Integrated Public Alert Warning System ("IPAWS"): IPAWS is a public alert and warning system developed and maintained by the Federal Emergency Management Agency ("FEMA"), and is designed to provide integrated services and capabilities to local, state and federal authorities for the purpose of enabling them to alert and warn their respective communities via multiple communication methods. The Service has the ability to permit authorized IPAWS users to deliver messages to IPAWS through the Service using an IPAWS add-on module (the "IPAWS Submission App").

Authorization: Licensee represents and warrants to Licensor that Licensee, and any employees, agents, or representatives of Licensee that access the IPAWS Submission App (each a "User" and collectively the "Users"), are authorized by FEMA to use IPAWS and have completed IPAWS training as required by FEMA. Licensee shall contact Licensor immediately upon any change in Licensee's, or any User's, right to access IPAWS, including but not limited to any change in any User's employment status which may otherwise result in such User no longer being authorized to have access to IPAWS.

Licensee shall notify Licensor to designate which pass codes for the Service shall have the ability to view the IPAWS Submission App. Licensee understands and agrees that the IPAWS Submission App may only be accessed by Users with pass codes for the Service. Licensee further understands and agrees that access to the IPAWS Submission App shall require a separate pass code from that used to access the Service, that such pass code shall be established solely by the User, and that Licensor shall not have access to such pass code. Licensee shall assume full responsibility for maintaining the confidentiality of all pass codes used to access the IPAWS Submission App.

Digital Signature: Licensee represents and warrants that it has been granted a digital signature to access IPAWS (the "Signature") from FEMA. In order to use the IPAWS Submission App, Licensee agrees to provide Licensor with a copy of the Signature, Licensee's Application for IPAWS Public Alerting Authority, Licensee's keystore and pass codes for the Signature, along with any other information reasonably requested by Licensor to demonstrate Licensee's compliance with FEMA and right to access IPAWS through the IPAWS Submission App. Licensee agrees that the Signature shall be submitted separately from any information disclosing its associated keystore and pass codes. The Signature may be sent to Licensor in hard copy and/or electronic format on CD or USB Drive, by mailing such information to Licensor, via certified mail or other nationally recognized overnight delivery carrier, delivery confirmation requested, at Emergency Communications Network, Attn: Director of Software Development, 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174. All remaining items, including without limitation, Licensee's Application for IPAWS Public Alerting Authority, and Licensee's keystore and pass codes for the Signature, may be emailed to a designee of Licensor separately from the Signature. Licensee specifically authorizes Licensor to use and keep such information on Licensor's servers, including but not limited to the Signature, for the purpose of allowing Licensee and Licensor to access, use and test IPAWS through the IPAWS Submission App. Licensor and Licensee acknowledge and agree that, upon termination of this Addendum or the Agreement, the Signature shall be removed from the IPAWS Submission App. Licensee further agrees that Licensor shall in no way be liable for any transmission, copying, or security issues which arise from Licensee's transmission of confidential IPAWS information through non-secure means, including without limitation email. Licensee shall take steps to ensure that the transmission of such information is completed with best practices. Licensor shall not be deemed to be in receipt of any information absent delivery confirmation of same; Licensee shall be solely responsible for arranging, including but not limited to paying any costs associated with, delivery confirmation.

Functionality: Licensee acknowledges and agrees that: (a) the IPAWS Submission App permits Licensee to submit messages to IPAWS, however, the dissemination of messages through IPAWS, including but not limited to delivery through the Emergency Alert System ("EAS") or the Commercial Mobile Alert System ("CMAS"), is not guaranteed nor controlled by Licensor, and is the sole responsibility of FEMA and its associated agencies, and Licensor shall not be responsible or liable for the failure of messages to be disseminated through IPAWS; (b) IPAWS may include additional features which are not supported through the IPAWS Submission App, including without limitation the receipt of messages, and Licensor shall not be required to provide such additional features to Licensee; and (c) Licensee shall be solely responsible for the content of all messages delivered to IPAWS through the IPAWS Submission App and for any and all claims, whether raised by FEMA or a third party, regarding messages sent by Licensee, or using Licensee's pass codes, through the IPAWS Submission App.

Integration into Service: All use of the IPAWS Submission App, including but not limited to unauthorized use or access to IPAWS through Licensee's account, shall be considered use of the Service and governed under the terms of the Agreement.

License: The IPAWS Submission App is available only as an add-on module for the Service. The IPAWS Submission App will not be provided under the terms of this Addendum unless the Agreement is in effect.

Security: Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions sent using the IPAWS Submission App. Licensee understands and acknowledges that Licensor is providing the IPAWS Submission App on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee for any compromise to, or interceptions of, messages sent through the IPAWS Submission App.

Cost for IPAWS: Licensee shall pay to Licensor two thousand five hundred dollars (\$2,500.00) for the first year of this Addendum. The cost for each successive year of this Addendum shall be due as follows:

On January 1st of each year commencing after the Effective Date (the "Pricing Date"), Licensor shall review the number of municipalities within the state of Minnesota who have a current agreement or addendum to purchase the IPAWS Submission App in exchange for a fee to Licensor (each a "Municipality" and collectively the "Municipalities"). The annual fee for this Addendum shall be based on such number of Municipalities as follows:

- i) 0-5 Municipalities, \$2,500 per one (1) year;
- ii) 6-19 municipalities, \$1,750 per one (1) year;
- iii) 20-29 municipalities, \$1,500 per one (1) year;
- iv) 30-39 municipalities, \$1,200 per one (1) year;
- v) 40-49 municipalities, \$1,000 per one (1) year; and
- vi) 50 or more municipalities, \$850 per one (1) year.

Payment is due upon ROI, and all payment terms shall be identical to the terms contained in the Agreement. Pricing for the IPAWS Submission App is separate and independent from Agreement pricing, and the IPAWS Submission App can be removed from the Service by Licensee or Licensor as set forth herein.

Once the number of Municipalities has been determined by Licensor for any given year, there shall be no changes to pricing until the next Pricing Date. Licensee understands and agrees that the total pricing for each year may increase or decrease per the Cost for IPAWS paragraph.

Term: The term of this Addendum shall commence as of the Effective Date and shall be for so long as Licensee maintains the Agreement and has paid the fees listed above, unless otherwise terminated as set forth herein. Licensee understands and agrees that access to the IPAWS Submission App shall be made available upon Licensor's receipt of all IPAWS information requested hereunder, and that the date of such receipt shall not otherwise affect the commencement of the term of this Addendum as of the Effective Date.

Termination: Upon termination of the Agreement, access to the IPAWS Submission App will terminate. The IPAWS Submission App can be removed from the Service by Licensee or Licensor by providing 30 days written notice prior to any annual anniversary of the Effective Date. This Addendum will automatically renew unless Licensee or Licensor provides notice as set forth herein. Licensor, in its sole discretion, may also terminate this Addendum immediately, and without further notice, as a result of Licensee's breach of the Agreement or this Addendum or changes to IPAWS caused through no fault of Licensee or Licensor, and in such case, no fees paid hereunder shall be refunded. Licensee further understands and agrees that, in the event Licensor is required to remove the IPAWS Submission App as a result of Licensee's failure to comply with any IPAWS or FEMA regulations, Licensee shall forfeit all fees paid hereunder to Licensor.

2. This Addendum shall not modify any terms or conditions of the Agreement, except as set forth herein.

Licensee:
Todd County, Minnesota

Licensor:
Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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): 20160301-20	

Title (for publication with the Agenda): Advertise for Seasonal Recreational Assistants.	
Date of Meeting: March 1, 2016	Total time requested: 5 min
Department Requesting Action: Todd County Sheriff's Office	
Presenting Board Action/Discussion at Meeting: Sheriff Don Asmus	
Background <input type="checkbox"/> Supporting Documentation enclosed	
<p>The Todd County Sheriff's Office would like to advertise for Seasonal Recreational Assistants. The Seasonal Recreational Assistants would work in the areas of Boat and Water Patrol, Snowmobile and ATV patrol and Invasive Species enforcement. This position would be a minimum wage position.</p>	
Options <input type="checkbox"/> Supporting Documentation enclosed	
<ol style="list-style-type: none"> 1. Allow to advertise for this position. 2. Do not allow to advertise for this position. 	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Allow the Todd County Sheriff's Office to advertise for Seasonal Recreational Assistants.	
Financial Implications: \$	Comments
Funding Source: Budgeted	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA}	
COUNTY OF TODD}	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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): 20160301-14	

Title (for publication with the Agenda): Purchase of Forfeited Vehicle.	
Date of Meeting: March 1, 2016	Total time requested: 5 min
Department Requesting Action: Todd County Sheriff's Office	
Presenting Board Action/Discussion at Meeting: Sheriff Don Asmus	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
The Todd County Sheriff's Office would like to purchase a forfeited 2012 Chevrolet 1500 extended cab truck. This vehicle has a lien of \$13,812.46. This truck would be used by the Todd County Sheriff's Office.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
1. Pay lien to purchase vehicle. 2. Do not pay lien to purchase vehicle.	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Allow the Todd County Sheriff's Office to pay the lien of \$13,812.46 to purchase a 2012 Chevrolet extended cab truck.	
Financial Implications: \$Budgeted.	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA}	
COUNTY OF TODD}	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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): 20160301-08	

Title (for publication with the Agenda): Post In-House and Advertise for the full-time position of Records Administrator/Jail Program Coordinator.	
Date of Meeting: March 1, 2016	Total time requested: 5 min
Department Requesting Action: Todd County Sheriff's Office	
Presenting Board Action/Discussion at Meeting: Sheriff Don Asmus	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
An opening exists for the full-time position of Records Administrator/Jail Program Coordinator within the Todd County Sheriff's Office. Sheriff Don Asmus would like to post In-House and advertise for this position at a Grade 19.	
Options <input checked="" type="checkbox"/> Supporting Documentation enclosed	
1. Approve to post in-house and advertise to fill open position. 2. Not approve to post in-house and advertise to fill open position.	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Allow for the In-House posting and advertisement for the position of full-time Records Administrator/Jail Program Coordinator.	
Financial Implications: \$	Comments
Funding Source: Budgeted	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the 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): 20160301-09	

Title (for publication with the Agenda): Hire James Switters as a full-time Jailor/Dispatcher.	
Date of Meeting: March 1, 2016	Total time requested: 5 min
Department Requesting Action: Todd County Sheriff's Office	
Presenting Board Action/Discussion at Meeting: Sheriff Don Asmus	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
An opening exists within the Todd County Sheriff's Office for the position of full-time Jailor/Dispatcher. This opening was posted in-house and interviews were held and it was determined that James Switters was qualified to fill this position.	
Options <input checked="" type="checkbox"/> Supporting Documentation enclosed	
1. Approve to hire to fill open position. 2. Not approve to hire to fill open position.	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To hire James Switters as a full-time Deputy at a Grade 17, Step 2 with an effective date of March 6, 2016.	
Financial Implications: \$	Comments
Funding Source: Budgeted	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20160301-07	

Title (for publication with the Agenda): Introduction of New Staff	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och/Lisa Chapin	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Eligibility Worker Tracy Dullinger started on January 6, 2016 and Eligibility Worker Kelly Bryniarski started on February 8, 2016.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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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): 20160301-02	

Title (for publication with the Agenda): Appoint Support Enforcement Aide	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och/Lisa Chapin	
Background <input type="checkbox"/> Supporting Documentation enclosed	
On January 5, 2016, the County board approved the recruitment and hiring of a new Support Enforcement Aide to fill the position left vacant by the resignation of Barb Graves.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the hire of Angela Jern to the position of Support Enforcement Aide, Grade 17, Step 1, \$14.529/hour contingent upon successful completion of required background checks and/or employee physical.	
Financial Implications: \$14.529/hour Grade 17 - Step 1	Comments
Funding Source: 11 - Social Services	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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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): 20160301-17	

Title (for publication with the Agenda): Rescind Board Action Tracking Number 20150915-11	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och/Todd Weyer	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
On September 1, 2015, the Todd County Board of Commissioners approved the hire of a Child Protection Social Worker. The appointed social worker has since stepped down from the position.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Rescind Board Action Tracking Number 20150915-11. Todd County HHS will continue to recruit for this position which was approved at the July 7 th , 2015, board meeting.	
Financial Implications: \$19,007-\$29,376 - Grade 20	Comments
Funding Source: 11-Social Services	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

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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): 20160301-13	

Title (for publication with the Agenda): Appoint Part-Time Home Health Aide	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och/Michael Steinbeisser	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
A part-time Home Health Aide Position exists in Health & Human Services.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Appoint Shari Streit to fill an open part-time Home Health Aide position	
Financial Implications: \$12.621 - Grade 14, Step 1	Comments
Funding Source: 21- Public Health	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
Second:	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Passed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Failed	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
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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): 20160301-18	

Title (for publication with the Agenda): Staff Resignation (Home Health Aide)	
Date of Meeting: 03/01/2016	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och/Michael Steinbeisser	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Patty Pesta has resigned her position as a Home Health Aide. Her last date of employment will be 03/06/2016.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Accept the resignation from Patty Pesta effective 03/06/2016.	
Financial Implications: \$	Comments
Funding Source: 21-Public Health	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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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 checked="" type="checkbox"/> Other Closed Session
Board Action Tracking Number (Admin use): 20160301-01	

Title (for publication with the Agenda): Closed Session- Negotiation Strategy	
Date of Meeting: March 1, 2016	Total time requested: 30 min
Department Requesting Action: Commissioners	
Presenting Board Action/Discussion at Meeting: Commissioners	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners will be meeting in a closed session commencing at 10:30 am on Tuesday, March 1, 2016. The Board of Commissioners will be engaging in negotiation strategy subject to Minnesota Statute 13D.03	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$	Comments
Funding Source: n/a	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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