

TODD COUNTY BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

Date: December 29, 2016

Time: 9:00 AM

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

Commissioners may be in the Commissioner's Board Room prior to the board meeting proceedings to perform routine business until the Public Comment period begins at 8:45 a.m..

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 Meeting Minutes - December 20, 2016	
4.2	3.2 Malt Liquor License - Don & Dave's Store	
5	Auditor/Treasurer	9:10
5.1	Approve Commissioner Warrants	
5.2	Approve Health & Human Services Warrants	
5.3	2017 City Prosecution Contracts	
5.4	Medical Examiner Appointment	
5.5	Point & Pay Contract Agreement	
5.6	Transfer of Funds - County Ditch 15 Repayment	
5.7	Transfer of Funds - County Ditch 25 Repayment	
5.8	Transfer of Funds - Ditch Fund Repayment	
6	Emergency Management	9:15
6.1	Approval of the EOP Review	
6.2	Support of the development of COOP	
7	Solid Waste	9:25
7.1	Solid Waste Service Fee-Volume Based Commercial	
7.2	2017 MSW Tipping Fee	
7.3	Approve 2017 Solid Waste Enterprise Fund Budget	
8	Human Resources	9:40
8.1	2017 Non-Union Employee and Appointed Officials Salaries	
8.2	2017 County Attorney Salary	
8.3	2017 County Auditor-Treasurer Salary	
8.4	2017 County Commissioner Salary	
8.5	2017 County Recorder Salary	
8.6	2017 County Sheriff Salary	
9	Personnel Committee	10:00
9.1	Second Interview: County Coordinator	
	Standing Reports	
	Auditor-Treasurer Report	
	Commissioners' Report	
	Adjourn	

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

Todd County, 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): 20161229-01	

Title (for publication with the Agenda): Meeting Minutes Approval	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Minutes for the following meeting are attached: December 20, 2016.	
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's Meeting Minutes for December 20, 2016 as presented.	
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 BOARD OF COMMISSIONERS

*Minutes of the Meeting of the Todd County Board of Commissioners held on
December 20, 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 20th day of December, 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 were present.

Approval of Agenda

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

Routine Business

On motion by Erickson and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the Commissioner Warrants number 44965 through 45100 in the amount of \$115,682.04.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Health & Human Services Warrants number 511980 through 512073 in the amount of \$143,725.20.

On motion by Erickson and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Commissioner's Meeting Minutes for December 7, 2016 as presented.

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

GAMBLING PERMIT FOR SAUK VALLEY GOBBLERS

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for Sauk Valley Gobblers through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a one day Gambling Permit for Sauk Valley Gobblers to hold a raffle at Diamond Point in Birchdale Township at the address 12818 Bayview Drive, Sauk Centre, MN on February 25th, 2017.

On motion by Erickson and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the contract with Peters and Churchwell for Public Defender services in Todd County for 2017.

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

RESOLUTION REQUESTING APPROVAL FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE SALE OF TAX FORFEITED LANDS

WHEREAS, the County Board of Commissioners of the County of Todd, State of Minnesota, Desires to offer for sale certain parcels of land that have forfeited to the State of Minnesota for nonpayment of taxes, and

TODD COUNTY BOARD OF COMMISSIONERS

WHEREAS, said parcels of land have been viewed by the County Board of Commissioners and have been classified as non-conservation lands as provided for in Minnesota Statutes 282.01

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby certifies that all parcels of land on the attached list have been viewed and comply with the provisions of Minnesota Statutes 85.012, 92.461, 282.01, Subd. 8, and 282.018, and other statues that require the withholding of tax-forfeited lands from sale. [Unless otherwise stated.] The Todd County Board of Commissioners hereby certifies that the Soil and Water Conservation Board (of the district in which the land is located) has reviewed the attached land sale list and identified any and all non-forested marginal land and wetland

BE IT FURTHER RESOLVED, that the Todd County Board of Commissioners hereby request approval from the Minnesota Department of Natural Resources for the Sale of said lands.

Finance Committee

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

A RESOLUTION TO APPROVE THE 2017 COUNTY BUDGET

WHEREAS, the Todd County Board of Commissioners are required to adopt an annual budget and certify it to the County Auditor, and;

WHEREAS, the County Board of Commissioners have had an opportunity to discuss the operations costs and revenues of the County for fiscal year 2017;

NOW, THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners hereby approve the following as the 2017 Budget for the County of Todd, Minnesota and directs that it be forwarded to the County Auditor.

<u>REVENUES</u>	2016	2017
Property tax	14,339,799	15,001,965
State General Purpose Aid	1,362,877	1,383,210
Other taxes	600,000	757,200
Licenses & Permits	130,965	143,065
Federal Grants	3,848,707	3,065,034
State Aids	8,088,005	7,759,877
Local Grants	0	0
Charges for Service	2,430,461	2,514,020
Misc Revenue	1,170,218	1,957,344
Interest on Investments	46,300	48,400
Other Financing Sources	5,200	0
Transfers	240,000	0
Total Revenue & Other Source	32,262,532	32,630,115
<u>EXPENDITURES</u>		
General Government	5,084,740	5,124,228
Public safety	3,799,443	4,040,547
Highway/Construction	6,487,880	5,944,480
Streets & Highways (excluding Constr.)	3,026,848	3,171,948
Human Services	7,798,201	7,997,395

TODD COUNTY BOARD OF COMMISSIONERS

Health	2,773,449	2,788,294
Culture and Recreation	437,474	439,134
Conservation of Nat Resources	935,235	980,133
Economic Development	76,000	72,400
Gen Debt Service	598,194	594,069
Capital Outlay	1,377,260	1,424,614
Transfers	530,869	352,873
Other Fiscal Charges	0	0
Total Expenditures & other uses:	32,925,593	32,930,115
Budget Balance	663,061	300,000

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

A RESOLUTION ADOPTING THE 2017 FINAL LEVY

WHEREAS, the Laws of the State of Minnesota direct that the Todd County Board of Commissioners are required to approve by resolution a final levy no later than December 30th annually, and;

WHEREAS, The Todd County Board of Commissioners have considered the financial situation of the County and had an opportunity to deliberate the levying of property taxes upon property owners within the County.

NOW, THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners hereby approves the following as the 2017 Final Levy for the County of Todd, Minnesota for property taxes payable in 2017 and directs that it be forwarded to the County Auditor.

	Certified Levy	Program Aid	Local Levy
General Revenue	9,146,441.00	1,350,255.00	7,796,186.00
Road & Bridge	2,391,928.00		2,391,928.00
Human Services	3,451,700.00		3,451,700.00
Public Health	393,329.00		393,329.00
Comp Water	5,360.00		5,360.00
Regional Library	337,393.00		337,393.00
Bonded Indebtedness	594,069.00		594,069.00
County Fair	20,000.00		20,000.00
Parks & Trails	12,000.00		12,000.00
Total	16,352,220.00	1,350,255.00	15,001,965.00

Public Works

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

FINAL PAYMENT AUTHORIZATION - 2016 COUNTY ROAD 57 PAVING CONTRACT

WHEREAS, the contract with Central Specialties, Inc. for the 2016 County Road 57 Paving Contract known as CP 16:57-01, has in all things been completed, and;

TODD COUNTY BOARD OF COMMISSIONERS

WHEREAS, construction work on this contract was scheduled and completed in 2016 with the value of the total work certified being \$447,236.85 and;

WHEREAS, partial payments amounting to \$420,884.06 have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that \$26,352.79 still remains to be paid to Central Specialties, Inc.

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

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

FINAL PAYMENT AUTHORIZATION - 2016 GRAVEL AND DUST CONTROL CONTRACT

WHEREAS, the contract with Central Specialties, Inc. for the 2016 Gravel and Dust Control Contract (which includes the following projects CP 77-16-08, CP 16:57, CP 16:58, CP 16:95, CP 16:97) located along various Todd County Highways, has in all things been completed, and;

WHEREAS, construction work on this contract was scheduled and completed in 2016 with the value of the total work certified being \$219,590.78, and;

WHEREAS, partial payments amounting to \$208,611.25 have been previously been made to the contractor as work progressed, and;

WHEREAS, it has been determined that \$10,979.53 still remains to be paid to Central Specialties, Inc.

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

Ditch Inspector

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

REJECT ALL BIDS – COUNTY DITCH 18 REPAIR PROJECT

WHEREAS, The Todd County Ditch Authority sought bids for the repair of County Ditch 18; and

WHEREAS, the bids were opened and reviewed on December 2, 2016, and the bid details are outlined and attached to this Resolution as Exhibit “A”; and

WHEREAS, the Ditch Authority reserves the right to reject any and all bids as out lined in Article 19 of the bid packet which is attached as Exhibit “B”.

NOW, THEREFORE BE IT RESOLVED, the Todd County Ditch Authority rejects all bids received for the County Ditch 18 Repair Project.

Community Corrections

On motion by Kircher and second by Erickson, the following motion was introduced and adopted by unanimous vote: It is respectfully recommended that the County Board of Commissioners enter into and approve the Community Corrections Act Subsidy Agreement for 2017.

Solid Waste Public Hearing

A Public Hearing was held for the proposed increase of the per pound disposal rate for MSW to \$0.07 per pound and increase the per ton rate for MSW disposal to \$94 per ton.

A Public Hearing was held for the proposed Volume Based Service Fee as presented in the “Budget Comparison 2016-2017”, Budget Options-Long Term, Option #1.

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Planning & Zoning

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

FINAL PLAT APPROVAL – “SWARTZENTRUBER ACRES” SUBDIVISION

WHEREAS, Applicant Peter A. Swartzentruber and Iva P. Swartzentruber applied to subdivide a property that is part of Southeast Quarter of the Northeast Quarter of Section 07 of Round Prairie Township with the plat to be known as Swartzentruber Acres

WHEREAS, The Swartzentruber Acres Plat consists of one residential lot of 32.58 acres more or less, located in the AF-1 Zoning District.

WHEREAS, On January 7, 2016 the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance: That part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 128 North, Range 33 West, Todd County, Minnesota. Described as follows:

Beginning at the east quarter corner of said Section 7;

thence North 00 degrees 17 minutes 50 seconds West, assumed bearing, along the east line of said Southeast Quarter of the Northeast Quarter, 900.87 feet; thence South 89 degrees 42 minutes 10 seconds West 458.50 feet; thence North 00 degrees 17 minutes 50 seconds West 417.11 feet to the north line of said Southeast Quarter of the Northeast Quarter; thence South 88 degrees 43 minutes 07 seconds West, along said north line, 869.15 feet to the west line of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 19 minutes 33 seconds East, along said west line, 1323.47 feet to the south line of said Southeast Quarter of the Northeast Quarter; thence North 88 degrees 49 minutes 17 seconds East, along said south line, 457.92 feet to the west line of the East 869 feet of the said Southeast Quarter of the Northeast Quarter; thence North 00 degrees 17 minutes 50 seconds West, along said west line, 198.02 feet to the north line of the South 198 feet of said Southeast Quarter of the Northeast Quarter; thence North 88 degrees 49 minutes 17 seconds East, along said north line, 734.05 feet; thence South 01 degrees 10 minutes 43 seconds East 198.00 feet to said south line of the Southeast Quarter of the Northeast Quarter; thence North 88 degrees 49 minutes 17 seconds East, along said south line, 132.00 feet to the point of beginning. 32.58 acres

WHEREAS, On January 19, 2016 the Todd County Board of Commissioners considered the Preliminary Plat for the above described property and approved the Swartzentruber Acres Preliminary Plat (C-20160209892) with no conditions.

WHEREAS, the Planning & Zoning Department has completed the necessary final plat review and find that all items required for final plat approval have been completed.

NOW, THEREFORE BE IT RESOLVED, the final plat of “Swartzentruber Acres” subdivision be approved as presented.

On motion by Neumann and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the zoning amendment request by Gregory Johnson to rezone parcel 10-0011101 from AF-1 to AF-2 with the sights, sounds, and smells provision added to the plat.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Little Swan Villa preliminary plat request with four conditions outlined on proceedings.

TODD COUNTY BOARD OF COMMISSIONERS

Health & Human Services

Corey from STEP (formerly Todd County DAC) was present to provide an update to the Commissioners of the services provided to their consumers.

On motion by Kircher and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the STEP Purchase of Service and Host County Contract effective Jan 1, 2017 – Dec 31, 2017, as attached.

Bill Brings from Camphill Village was present to provide an update to the Commissioners of the services provided to their consumers.

On motion by Neumann and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Camphill Village Purchase of Service and Host County Contract effective Jan 1, 2017 – Dec 31, 2017 in the amount of \$816.00/month.

On motion by Erickson and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Northern Pines Purchase of Service Contract effective Jan 1, 2017 – Dec 31, 2017. Commissioner Kircher abstained.

On motion by Neumann and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the purchase of service agreement with SomePlace Safe Parenting Center effective Jan 1, 2017 – Dec 31, 2017.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To accept the resignation of Sheila Roth effective December 5, 2016.

On motion by Erickson 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.

On motion by Kircher and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the elimination of one-\$30.00 petty cash fund and two-\$20.00 change funds. Total of \$70.00 will be deposited into Fund 21-Public Health. Remaining board approved change funds include one-\$100.00 change fund, one-\$50.00 change fund and one-\$20.00 change fund; for a total of \$170.00.

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Memorandum of Agreement designating Jackie Och, Todd County Health and Human Services Director as the CHB Administrator for the Morrison-Todd-Wadena Community Health Board effective 1/1/2017-12/31-2017.

On motion by Neumann and second by Kircher, the following motion was introduced and adopted by unanimous vote: To authorize \$2,000.00 compensation to Jackie Och for the Community Health Board Rotating Administrator responsibilities effective January 1, 2017 through December 31, 2017.

TODD COUNTY BOARD OF COMMISSIONERS

Auditor-Treasurer Report

Reminders of upcoming meeting dates and deadlines. Pre-Audit was done by CliftonLarsonAllen. Truth in Taxation meeting held with success.

Commissioners' Report

The Commissioners reported on the meetings they had attended.

Commissioner Becker recessed the meeting until December 29th, 2016.

COMMISSIONER WARRANTS

<u>VENDOR NAME</u>	<u>AMOUNT</u>
BROWERVILLE TRUCKWASH/BIG BOYZ	\$ 4,515.00
COMPASS MINERALS AMERICA	\$ 14,905.70
ELECTION SYSTEMS & SOFTWARE INC	\$ 11,015.15
HILLYARD	\$ 2,379.11
IMPACT TECHNOLOGY	\$ 3,060.00
KIRBY'S ELECTRIC	\$ 4,000.00
LONG PRAIRIE MACHINERY CO INC	\$ 2,710.95
MORRIS ELECTRONICS	\$ 4,421.04
NORTHERN STAR COOP	\$ 2,168.30
NUSS TRUCK & EQUIP	\$ 5,480.37
SHI CORP	\$ 7,180.00
STAPLES WORLD	\$ 2,436.76
STREICHER'S	\$ 2,422.99
TODD CO AUDITOR-TREASURER	\$ 2,518.02
TODD CO MIS DEPT	\$ 6,957.60
Payments less than 2000	\$ 39,511.05
Total:	\$ 115,682.04

HEALTH & HUMAN SERVICES WARRANTS

<u>VENDOR NAME</u>	<u>AMOUNT</u>
ANU FAMILY SERVICES INC	\$3,000.00
# 4453	\$5,100.00
GERARD TREATMENT POROGRAMS	\$7,300.52
HEARTLAND GIRLS RANCH	\$9,115.50
HOLISTIC FAMILY EDUCATION SRVS	\$6,579.13
KINDRED FAMILY FOCUS	\$2,855.34
LUEBESMIER/HEATHER	\$2,495.00
LUTHERAN SOCIAL SERVICE OF MN-ST PAUL	\$6,987.30
NORTHERN PINES MENTAL HLTH CTR	\$9,614.50
NORTHWOOD CHILDRENS SERVICES	\$3,289.10
PORT OF CROW WING BOYS HOME	\$9,790.00
PORT OF CROW WING GIRLS HOME	\$2,670.00
STEP	\$6,131.38

TODD COUNTY BOARD OF COMMISSIONERS

# 14203	\$2,604.00
VILLAGE RANCH INC	\$16,998.90
# 14480	\$2,071.50
Payments less than 2000	\$47,123.03
<hr/>	
Total:	\$143,725.20

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): 20161229-02	

Title (for publication with the Agenda): 3.2 Malt Liquor License-Don & Dave's Store	
Date of Meeting: 12/29/2016	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 On & Off Sale 3.2 Malt Liquor License for Don & Dave's Store at the address of 26762 County 26, Browerville, MN in Moran Township effective January 1 st , 2017 through December 31 st , 2017.	
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, 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): 20161229-03	

Title (for publication with the Agenda): Approve Commissioner Warrants	
Date of Meeting: 12/29/2016	Total time requested: 2 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 and Warrants for Publication attached	
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 45101 through 45182 in the amount of \$112,710.61.	
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

CANDACEP

12/21/16 11:17AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION

Warrants Approved On 12/29/2016 For Payment 12/29/2016

<u>Vendor Name</u>	<u>Amount</u>
AMERICAN SOLUTIONS FOR BUSINESS	4,578.16
BUSKER CONCRETE	5,000.00
CENTRACARE HEALTH SERVICES	2,537.78
CHAMBERLAIN OIL COMPANY	2,802.73
Clark Equipment Co. dba Bobcat Compar	36,873.37
COMPASS MINERALS AMERICA	14,770.72
MN STATE AUDITOR	5,461.91
MN STATE SHERIFFS ASSOC	7,167.00
MORRIS ELECTRONICS	3,111.20
SANOFI PASTEUR INC	5,178.08
ZIEGLER INC	3,195.83
71 Payments less than 2000	22,033.83
Final Total:	112,710.61

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): 20161229-04	

Title (for publication with the Agenda): Approve Health & Human Services Warrants	
Date of Meeting: 12/29/2016	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 and Warrants for Publication attached	
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 Health & Human Services Warrants number 69756 through 69904 in the amount of \$168,278.54 and number 512074 through 512092 in the amount of \$28,276.46.	
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	

Warrants for Publication

Payment Date:

12/30/2016

Approval Date:

12/29/2016

<u>Vendor name or #</u>	<u>Amount</u>	
COMMUNITY AND FAMILY SRVS LLC	8258.93	
NORTHERN PINES MENTAL HLTH CTR	3654.00	
PSJ ACQUISITION LLC	5007.77	
WEST CENTRAL REG JUVENILE CTR	3312.50	
	<hr/>	
	\$8,043.26	Pymts less than \$2000
	<hr/>	
Final Total	\$28,276.46	

Warrants for Publication

Payment Date:

12/30/2016

Approval Date:

12/29/2016

Vendor name or #

Amount

BENSON FUNERAL HOME - ST CLOUD, MN	4,750.00
DHS - SWIFT	48,225.33
INFORMATION SYSTEM CORP	36,455.00
RURAL MN CEP INC	17,524.37
TODD COUNTY MIS DEPT	18,553.60
US POSTAL SERVICE	5,264.00
143 PAYMENTS LESS THAN 2000	37,506.24
FINAL TOTAL	168,278.54

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): 20161229-05	

Title (for publication with the Agenda): 2017 City Prosecution Contracts	
Date of Meeting: December 29 th , 2016	Total time requested: 5 min
Department Requesting Action: County Attorney	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input 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: to approve the 2017 City Prosecution Contract Agreements between the Todd County Attorney and the Cities of Grey Eagle, Clarissa, Eagle Bend, Hewitt, & Bertha respectively.	
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	

CONTRACT TITLE

**2017 AGREEMENT BETWEEN TODD COUNTY AND THE CITY OF
HEWITT FOR PROSECUTION SERVICES**

This Agreement is made and entered into by and between the County of Todd, a corporation existing under the laws of the State of Minnesota, hereinafter referred to as "County," and the City of Hewitt, hereinafter referred to as "City."

SECTION 1

SERVICES PROVIDED

The County, through its County Attorney's Office, agrees to prosecute for the City those certain misdemeanors, gross misdemeanors, and City ordinance violations the City is statutorily obligated to prosecute. Prosecution services provided to the City by the County include, but are not limited to, reviewing reports, drafting complaints, correspondence, court time including first and second appearances, evidentiary hearings, trials, sentencings, and probation violation hearings. It also includes consulting with officers, victims, corrections agents, defense attorneys, and any research that needs to be done, as well as time spent on past years files if someone is picked up on a warrant, and general legal advice to officers unrelated to any open file.

SECTION 2

COMPENSATION

As consideration for the prosecution services set forth in Section 1, the City agrees to compensate the County the amount of \$825 for the year 2017. This amount is based upon the average number of cases prosecuted by the County for your City in the two years prior to the current budget year at an estimated rate of \$150 per case. The minimum amount of compensation to be paid by a City to the County for prosecution services will be \$500.

SECTION 3

CONTRACT RENEWAL

ACCOUNTING

Within the first six months of each following year, the County Attorney's Office will provide to the City a new proposed agreement, and a printout of the number of cases for the two averaged years used as the basis for the compensation set forth in Section 2. The County Attorney's Office will provide more detailed information on any or all of the cases considered upon request of the City. The City and the County are under no obligation to renew this agreement each year.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed.

CITY OF Hewitt
BY: Quanita Mitchell
Its Mayor

COUNTY OF TODD
BY: _____
Chair, County Board

DATED: _____

ATTEST:
BY: [Signature]
City Clerk

DATED: 12-6-16

CONTRACT TITLE

**2017 AGREEMENT BETWEEN TODD COUNTY AND THE CITY OF
EAGLE BEND FOR PROSECUTION SERVICES**

This Agreement is made and entered into by and between the County of Todd, a corporation existing under the laws of the State of Minnesota, hereinafter referred to as “County,” and the City of Eagle Bend, hereinafter referred to as “City.”

SECTION 1

SERVICES PROVIDED

The County, through its County Attorney’s Office, agrees to prosecute for the City those certain misdemeanors, gross misdemeanors, and City ordinance violations the City is statutorily obligated to prosecute. Prosecution services provided to the City by the County include, but are not limited to, reviewing reports, drafting complaints, correspondence, court time including first and second appearances, evidentiary hearings, trials, sentencings, and probation violation hearings. It also includes consulting with officers, victims, corrections agents, defense attorneys, and any research that needs to be done, as well as time spent on past years files if someone is picked up on a warrant, and general legal advice to officers unrelated to any open file.

SECTION 2

COMPENSATION

As consideration for the prosecution services set forth in Section 1, the City agrees to compensate the County the amount of \$1,650 for the year 2017. This amount is based upon the average number of cases prosecuted by the County for your City in the two years prior to the current budget year at an estimated rate of \$150 per case. The minimum amount of compensation to be paid by a City to the County for prosecution services will be \$500.

SECTION 3

CONTRACT RENEWAL

ACCOUNTING

Within the first six months of each following year, the County Attorney's Office will provide to the City a new proposed agreement, and a printout of the number of cases for the two averaged years used as the basis for the compensation set forth in Section 2. The County Attorney's Office will provide more detailed information on any or all of the cases considered upon request of the City. The City and the County are under no obligation to renew this agreement each year.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed.

CITY OF _____

BY: Bradley A
Its Mayor

COUNTY OF TODD

BY: _____
Chair, County Board

DATED: _____

ATTEST:

BY: Keen Ho
City Clerk

DATED: 08-16-2016

CONTRACT TITLE

**2017 AGREEMENT BETWEEN TODD COUNTY AND THE CITY OF
CLARISSA FOR PROSECUTION SERVICES**

This Agreement is made and entered into by and between the County of Todd, a corporation existing under the laws of the State of Minnesota, hereinafter referred to as “County,” and the City of Clarissa, hereinafter referred to as “City.”

SECTION 1

SERVICES PROVIDED

The County, through its County Attorney’s Office, agrees to prosecute for the City those certain misdemeanors, gross misdemeanors, and City ordinance violations the City is statutorily obligated to prosecute. Prosecution services provided to the City by the County include, but are not limited to, reviewing reports, drafting complaints, correspondence, court time including first and second appearances, evidentiary hearings, trials, sentencing, and probation violation hearings. It also includes consulting with officers, victims, corrections agents, defense attorneys, and any research that needs to be done, as well as time spent on past years files if someone is picked up on a warrant, and general legal advice to officers unrelated to any open file.

SECTION 2

COMPENSATION

As consideration for the prosecution services set forth in Section 1, the City agrees to compensate the County the amount of \$1,725 for the year 2017. This amount is based upon the average number of cases prosecuted by the County for your City in the two years prior to the current budget year at an estimated rate of \$150 per case. The minimum amount of compensation to be paid by a City to the County for prosecution services will be \$500.

SECTION 3

CONTRACT RENEWAL

ACCOUNTING

Within the first six months of each following year, the County Attorney's Office will provide to the City a new proposed agreement, and a printout of the number of cases for the two averaged years used as the basis for the compensation set forth in Section 2. The County Attorney's Office will provide more detailed information on any or all of the cases considered upon request of the City. The City and the County are under no obligation to renew this agreement each year.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed.

CITY OF CLARISSA
BY: [Signature]
Its Mayor

COUNTY OF TODD
BY: _____
Chair, County Board

DATED: _____

ATTEST:
BY: [Signature]
City Clerk

DATED: 9-20-2016

CONTRACT TITLE

**2017 AGREEMENT BETWEEN TODD COUNTY AND THE CITY OF
BERTHA FOR PROSECUTION SERVICES**

This Agreement is made and entered into by and between the County of Todd, a corporation existing under the laws of the State of Minnesota, hereinafter referred to as “County,” and the City of Bertha, hereinafter referred to as “City.”

SECTION 1

SERVICES PROVIDED

The County, through its County Attorney’s Office, agrees to prosecute for the City those certain misdemeanors, gross misdemeanors, and City ordinance violations the City is statutorily obligated to prosecute. Prosecution services provided to the City by the County include, but are not limited to, reviewing reports, drafting complaints, correspondence, court time including first and second appearances, evidentiary hearings, trials, sentencings, and probation violation hearings. It also includes consulting with officers, victims, corrections agents, defense attorneys, and any research that needs to be done, as well as time spent on past years files if someone is picked up on a warrant, and general legal advice to officers unrelated to any open file.

SECTION 2

COMPENSATION

As consideration for the prosecution services set forth in Section 1, the City agrees to compensate the County at a rate of \$900.00 per year. This amount is based upon the average number of cases prosecuted by the County for your City in the two years prior to the current budget year at an estimated rate of \$150 per case. The minimum amount of compensation to be paid by a City to the County for prosecution services will be \$500.

SECTION 3

CONTRACT RENEWAL

ACCOUNTING

Within the first six months of each following year, the County Attorney's Office will provide to the City a new proposed agreement, and a printout of the number of cases for the two averaged years used as the basis for the compensation set forth in Section 2. The County Attorney's Office will provide more detailed information on any or all of the cases considered upon request of the City. The City and the County are under no obligation to renew this agreement each year.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed.

CITY OF Bertha

COUNTY OF TODD

BY: Dennis Zimmerman
Its Mayor

BY: _____
Chair, County Board

DATED: _____

ATTEST:

BY: James Umland
City Clerk

DATED: 9/22/16

CONTRACT TITLE

**2017 AGREEMENT BETWEEN TODD COUNTY AND THE CITY OF
GREY EAGLE FOR PROSECUTION SERVICES**

This Agreement is made and entered into by and between the County of Todd, a corporation existing under the laws of the State of Minnesota, hereinafter referred to as “County,” and the City of Grey Eagle, hereinafter referred to as “City.”

SECTION 1

SERVICES PROVIDED

The County, through its County Attorney’s Office, agrees to prosecute for the City those certain misdemeanors, gross misdemeanors, and City ordinance violations the City is statutorily obligated to prosecute. Prosecution services provided to the City by the County include, but are not limited to, reviewing reports, drafting complaints, correspondence, court time including first and second appearances, evidentiary hearings, trials, sentencings, and probation violation hearings. It also includes consulting with officers, victims, corrections agents, defense attorneys, and any research that needs to be done, as well as time spent on past years files if someone is picked up on a warrant, and general legal advice to officers unrelated to any open file.

SECTION 2

COMPENSATION

As consideration for the prosecution services set forth in Section 1, the City agrees to compensate the County the amount of \$525 for the year 2017. This amount is based upon the average number of cases prosecuted by the County for your City in the two years prior to the current budget year at an estimated rate of \$150 per case. The minimum amount of compensation to be paid by a City to the County for prosecution services will be \$500.

SECTION 3

CONTRACT RENEWAL

ACCOUNTING

Within the first six months of each following year, the County Attorney's Office will provide to the City a new proposed agreement, and a printout of the number of cases for the two averaged years used as the basis for the compensation set forth in Section 2. The County Attorney's Office will provide more detailed information on any or all of the cases considered upon request of the City. The City and the County are under no obligation to renew this agreement each year.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed.

CITY OF Grey Eagle

BY: James A. Gohm
Its Mayor

COUNTY OF TODD

BY: _____
Chair, County Board

DATED: _____

ATTEST:

BY: Loei Haumann
City Clerk

DATED: 9-16-16

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): 20161229-06	

Title (for publication with the Agenda): Medical Examiner Appointment	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The current appointment of the Todd County Medical Examiner expires on December 31, 2016.	
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 appointment of Dr. Quinn Strobl as the Todd County Medical Examiner, effective January 1, 2017 through December 31, 2022 to coincide with the current contract for Medical Examiner services in effect.	
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 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): 20161229-07	

Title (for publication with the Agenda): Point & Pay Contract Agreement	
Date of Meeting: December 29 th , 2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Auditor-Treasurer's Office has been researching a program to be able to collect Property Tax and Non-Property Tax payments via credit card from the County's various department's customers. It has been determined that Point & Pay is the most desirable option with no up-front cost to the County. This agreement has been reviewed by the County Attorney.	
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 contract agreement with Point & Pay to provide credit card payment service to Todd County customers.	
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

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC (“**PNP**”)
A subsidiary of NAB, doing business in Delaware

[Todd County, MN](“**Client**”)

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this “**Agreement**”), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the “**Services**”) and payment modules (each, a “**Module**”) chosen in the attached client application (“**Client Application**”) to enable Client’s customers (“**Customers**”) to make payments to Client using a Payment Device. “**Payment Device**” means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the “**Services Description**”).

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client (“**Affiliates**”). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client’s authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client’s passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client’s computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client’s newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., “Press 2 to make a payment”) or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the “**Trademarks**”) solely in connection with Client’s promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks (“**Client Marks**”) solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client’s and PNP’s use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, “**Confidential Information**” means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the [exclusive] provider of fee-based electronic payment services and that Client [will not] procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Minnesota without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application
If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC
By: _____
Name: _____
Title: _____
Date: _____

[Todd County, MN]]
By: _____
Name: _____
Title: _____
Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** THE WEB MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** THE IVR MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B
Client Bank Account Information

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): 20161229-08	

Title (for publication with the Agenda): Transfer of Funds - County Ditch 15 Repayment	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input 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:	
To approve the attached resolution to transfer \$50,000 from Fund 40-County Ditches (County Ditch 15 Fund Balance) to Fund 01-General Revenue.	
Financial Implications: \$50,000	Comments
Funding Source: Fund 40-Ditches	
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

TRANSFER OF FUNDS – COUNTY DITCH 15 REPAYMENT

WHEREAS, in 2006, \$50,000 was borrowed from the General Revenue Fund to help pay for expenses incurred during the cleaning of County Ditch 15 via Board Resolution 2006-12/19-145, and;

WHEREAS, County Ditch 15 now has the funds available to pay back the outstanding \$50,000 owed to the General Revenue Fund;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve the transfer of \$50,000 from the Fund 40-County Ditches (County Ditch 15 Fund Balance) to Fund 01-General Revenue.

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): 20161229-09	

Title (for publication with the Agenda): Transfer of Funds - County Ditch 25 Repayment	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input 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:	
To approve the attached resolution to transfer \$50,000 from Fund 40-County Ditches (County Ditch 15 Fund Balance) to Fund 01-General Revenue.	
Financial Implications: \$50,000	Comments
Funding Source: Fund 40-Ditches	
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

TRANSFER OF FUNDS – COUNTY DITCH 25 REPAYMENT

WHEREAS, in 2006, \$50,000 was borrowed from the General Revenue Fund to help pay for expenses incurred during the cleaning of County Ditch 15 via Board Resolution 2006-12/19-145, and;

WHEREAS, County Ditch 25 now has the funds available to pay back the outstanding \$50,000 owed to the General Revenue Fund;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve the transfer of \$50,000 from the Fund 40-County Ditches (County Ditch 25 Fund Balance) to Fund 01-General Revenue.

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): 20161229-10	

Title (for publication with the Agenda): Transfer of Funds - Ditch Fund Repayment	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input 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: To approve the attached resolution to transfer \$16,898.16 from Fund 01-General Revenue to Fund 40-County Ditches.	
Financial Implications: \$16,898.16	Comments
Funding Source: Fund 01-Gen. Rev.	
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

TRANSFER OF FUNDS – DITCH FUND REPAYMENT

WHEREAS, due to changes in accounting tracking methods of the County Ditch Funds over time, there exists payments made out of the County Ditch Fund that were not allocated directly to a specific ditch, and;

WHEREAS, the County Auditor/Treasurer's Office has researched these outstanding expenses and conclude that the original payments should have been generated from Fund 01-General Revenue;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve the transfer of \$16,898.16 from Fund 40-County Ditches to Fund 01-General Revenue.

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): 20161229-11	

Title (for publication with the Agenda): Approval of the EOP review	
Date of Meeting: 12/29/2016	Total time requested: 5 min
Department Requesting Action: Emergency Management	
Presenting Board Action/Discussion at Meeting: Mike Wisniewski	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Every year our county Emergency Operations Plan (EOP) is reviewed in a four year cycle – Regional Review Committee, Peer, HSEM and County Board. This year is the County Board review. The board has had an opportunity to review the plan and find that it adequately addresses the review planning requirements.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: Board Approve the resolution.	
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

Approve the Local Emergency Operations Plan Review

WHEREAS, the Todd County Board of Commissioners have reviewed the Todd County Emergency Operations, and;

NOW, THEREFORE BE IT RESOLVED, Todd County Board of Commissioners, find that it adequately addresses the reviewing planning requirements.;

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): 20161229-12	

Title (for publication with the Agenda): Support of the development of COOP	
Date of Meeting: 12/29/2016	Total time requested: 5 min
Department Requesting Action: Emergency Management	
Presenting Board Action/Discussion at Meeting: Mike Wisniewski	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
<p>It is important that local government has a continuity of operations plan. This plan may be used in time of emergency, back fill for staffing shortages and identify, prioritize critical operations the must be maintained or restored.</p> <p>The program will require and Continuity Program Manager (CPM). In most counties in Minnesota this is the Emergency Manager of the local jurisdiction. The manager will provide direction to each agency on how do their piece of the COOP for their agency. CPM will report progress to the board.</p> <p>In order to be a successful plan it needs to have the participation of all county agencies and the Board. Once the plan is created it will require yearly maintenance as things change.</p>	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Board Approve the resolution.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input checked="" 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

CONTINUITY OF OPERATIONS PLAN

A RESOLUTION SUPPORT OF THE DEVELOPMENT AND MAINTENANCE OF THE CONTINUITY OF OPERATIONS PLAN FOR TODD COUNTY

WHEREAS, the *National Security Presidential Directive 51, National Security Presidential Directive 20, and Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers* ruling require are required to have by November 16, 2017 a Continuity of Operations Plan (COOP), and;

WHEREAS, the participation and support of the development\maintenance of the Todd County COOP shall be required by all departments, and;

WHEREAS, the Continuity Program Manager (CPM) shall be the Emergency Management Director of Todd County, and;

WHEREAS, the CPM will create a COOP committee that will contain of one primary and one alternate person from each department, and;

WHEREAS, the CPM will provide continuity of operations plan Awareness training to the committee members. This training will include, defining continuity of operations, identify the legal basis for continuity of operations, understanding the Continuity Program Management Cycle and describe the elements of a viable continuity program, and;

WHEREAS, the CPM will report to the Board of Commissioners as to the progress of the COOP.

NOW, THEREFORE BE IT RESOLVED that all Todd County Departments shall participate in the development and maintenance of the Todd County Continuity of Operations Plan set forth.

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): 20161229-13	

Title (for publication with the Agenda): Solid Waste Service Fee-Volume based commercial	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Solid Waste	
Presenting Board Action/Discussion at Meeting: Michael Hanan/Jeremy Clasemann	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Previously provided	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Approve or not approve the implementation of the volume based service fee for commercial/industrial parcels	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the volume based service fees for commercial/industrial parcels.	
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 Solid Waste Department
Budget Comparison 2016-2017

	<u>2016-Approved</u>	<u>2017-Proposed</u>
Total Revenues:	\$1,683,300	\$1,831,888
Total Expenses:	\$1,918,120	\$2,138,019
Net Income (Loss):	(\$234,820)	(\$306,131)

Breakdown:

Total Wages/Salaries/Benefits	\$380,870	\$414,669
Total Operating Expenses	\$1,457,250	\$1,521,350
Total Capital Expenses	\$80,000	\$202,000

Notes: #1-Wages/Salaries/Benefits represent a \$33,799 increase or 8.9%

#2-Operating Expenses represents a \$64,100 increase or 4.4%

#3-Capital Expenses-allocating on an annual basis causes the annual budget to appear inflated on an annual basis. We have discussed developing a capital replacement fund and are setting funds aside accordingly. In 2016 we purchased roll off containers and the 2017 Budget projects purchasing a skid steer and hook truck.

#4-2016 Budget will likely not result in a loss of \$234,820 but likely will result in a relatively neutral 2016 Budget. This is a result of both the 2016 tipping increase implemented by the Board as well as some increase in total tipping fees related to increased materials coming in at the facility.

Discussion Tipping Fees: Since the 2016 budget appears like it will turn out to be revenue/expense neutral it is reasonable to assume that the increase in revenue from both increased tipping fees and increased material being managed at the transfer station/demolition landfill will carry over into 2017. Todd County has received and managed an average of approximately 10,400 tons of MSW per year since 2013.

Discussion Service Fees: According to licensed hauler records from 2015 there are approximately 541 businesses that generate approximately 4,156 tons of waste per year. Of the 4,156 tons reported approximately 1,259 tons are generated by the county's largest 8 generators (accounts that generate more than 50 tons per year). In an attempt to evaluate commercial waste generation in Todd County it would seem reasonable to look at the approximately 2,897 tons generated by the average commercial generators (this is done by subtracting the 1,259 tons generated by the largest 8 generators). Therefore, the average commercial waste generator could be assumed to generate approximately 5.4 tons of waste per year. According to Todd County Assessor records there are approximately 803 commercial/industrial parcels located in Todd County leaving approximately 262 businesses that do not utilize the services of a licensed waste hauler to collect their waste. Using the information provided above, 262 commercial/industrial parcels may generate up to an

additional approximately 1,415 tons per year of waste. The total waste generated by commercial/industrial businesses would be approximately 5,571 tons per year. This number could be modified slightly lower when we consider that, of the 541 hauler reported waste customers, 327 or 60% generate less than 5 tons per year.

In 2016 the Todd County Solid Waste Service Fee will generate approximately \$560,000 (approximately \$523,062 from residential parcels and approximately \$36,938 from commercial/industrial parcels). In 2015 when the Todd County Board established the tipping fees and solid waste service fees for calendar year 2016 they acknowledged the disparity in revenue generated from the solid waste service fee and authorized that the Todd County Solid Waste Department look at implementing a solid waste service fee for commercial/industrial parcels which would be based on waste generation rather than a flat fee.

Budget Options-Short Term:

Option #1-Do not replace the scheduled hook truck in 2017 thus removing approximately \$180,000 from the 2017 Capital Expenses leaving a potential remaining budget deficit of approximately \$126,131.

Option #2-Reduce Saturday hours of operation from every Saturday to one Saturday per month during winter hours (December-March). This would equal a cost savings of approximately \$4,500 per year in labor costs along with some additional minimal utility costs.

Option #3-Raise the residential MSW (garbage) rate from \$0.05 per pound to \$0.07 per pound. This would generate approximately \$55,000 per year. Raise the commercial (waste hauler) rate from \$90 per ton to \$94 per ton. This would generate approximately \$44,000 per year.

Budget Options-Long Term:

As identified above the commercial/industrial parcels generate approximately 54% of the total MSW collected in Todd County while the solid waste service fee revenue generated by commercial/industrial parcels is less than 7% of the total service fee revenue generated.

Option #1-Beginning in 2017, implement a volume based solid waste service fee for all commercial/industrial parcels. The volume based service fee would include a flat rate for the first ton of waste generated (the first ton rate would be equal to the same as the rate established for residential parcels-currently \$46). For each ton over the first ton the rate for commercial/industrial parcel would be \$40 per ton. Based on 4,768 (less the first 803 ton) tons per year this would generate \$190,720.

In 2017 implementation would begin by informing the commercial/industrial customers of the volume based service fee and verifying licensed waste hauler records and accuracy of volume generated. No increase would be implemented in 2017.

In 2018 the volume based service fee would begin to increase with the commercial/industrial customer paying 1/3 of the projected rate in 2018, 2/3 of the projected rate in 2019 and the full rate in 2020.

In reviewing the current hauler provided records the average waste generation rate is 7.68 tons per parcel. Also in review the current hauler provided records the highest waste generation rate is 451 tons per year. Only 4-5 commercial/industrial parcels generated more than 100 tons of waste per year and only 8 commercial/industrial parcels generated more than 50 tons of waste per year.

Option #2-Option number 2 would be similar to option number 2 but could consider a differing rate for the tons in excess of the first ton per year.

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): 20161229-14	

Title (for publication with the Agenda): 2017 MSW Tipping Fee	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Solid Waste	
Presenting Board Action/Discussion at Meeting: Michael Hanan/Jeremy Clasemann	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Presented and discussed at previous Board meetings	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Approve or do not approve the 2017 MSW Tipping Fees	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the increase of per pound MSW disposal fee from \$0.05 to \$0.07 per pound. Increase the per ton MSW disposal fee from \$90 to \$94 per ton.	
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
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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 checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 20161229-15	

Title (for publication with the Agenda): Approve 2017 Solid Waste Enterprise Fund Budget	
Date of Meeting: December 29, 2016	Total time requested: 3 min
Department Requesting Action: Solid Waste	
Presenting Board Action/Discussion at Meeting: Michael Hanan/Jeremy Clasemann	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The County Board must approve a Solid Waste Enterprise Budget annually.	
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 attached resolution for the 2017 Solid Waste Enterprise Fund Budget	
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 BOARD OF COMMISSIONERS

A RESOLUTION TO APPROVE 2017 SOLID WASTE ENTERPRISE FUND BUDGET

WHEREAS, the Todd County Board of Commissioners are required to adopt an annual budget and certify it to the County Auditor;

NOW, THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners hereby approves the following as the 2017 Budget for the Solid Waste Enterprise Fund of the County of Todd, Minnesota and directs that it be forwarded to the County Auditor.

Solid Waste Enterprise Fund 2017 Budget

	2017 Budget	2016 Budget
Property Taxes And Penalties	609,934	578,000
Licenses & Permits	800	800
Intergovernmental	1,654	-
State Grants	70,000	70,000
Charges For Services	1,065,000	915,000
Miscellaneous	84,500	89,500
Transfers In	-	30,000
Subtotal Revenues	1,831,888	1,683,300
Personal Services	414,669	380,870
Services And Charges	1,267,200	1,145,100
Supplies And Materials	130,150	158,150
Capital Expenditures	252,000	130,000
Other Expenditures	74,000	74,000
Transfers	-	30,000
Subtotal Expenditures	2,138,019	1,918,120
Balance	(306,131)	(234,820)

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): 20161229-16	

Title (for publication with the Agenda): 2017 Non-Union Employee and Appointed Officials Salaries	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Human Resources	
Presenting Board Action/Discussion at Meeting: Karla Nalezny	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners desires to set salaries for the employees not covered by union and appointed officials for 2017.	
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 attached resolution for the 2017 Non-Union Employee and Appointed Officials Salaries.	
Financial Implications: \$	Comments
Funding Source: Levy, Fees for services, LGA and Grant Funding sources	
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

2017 NON-UNION EMPLOYEE/APPOINTED OFFICIALS SALARY

WHEREAS, the Todd County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and board members, and;

WHEREAS, the Todd County Board of Commissioners desires to follow the pattern bargained with unions for the non-union county employees and appointed officials, and;

WHEREAS, the agreements include a 2.0% general increase effective the first full pay period worked in January, 2017, pay date February 1, 2017 and step increase effective the first full pay period worked in July, 2017, pay date August 2, 2017 for step eligible staff. No employee shall be eligible for a step increase that exceeds the maximum of the Springsted salary schedule.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners authorize a 2.0% general increase in the non-union employees and appointed officials in January 2017 and step increase in July 2017.

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): 20161229-17	

Title (for publication with the Agenda): 2017 County Attorney Salary	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Human Resources	
Presenting Board Action/Discussion at Meeting: Karla Nalezny & Elected Officials	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners desires to set salaries for the following elected officials: County Attorney, County Auditor-Treasurer, County Commissioners, County Recorder, and County Sheriff.	
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 attached resolution for the 2017 County Attorney Salary.	
Financial Implications: \$	Comments
Funding Source: Levy, Fees for services, LGA and Grant Funding sources	
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

2017 COUNTY ATTORNEY SALARY

WHEREAS, the Todd County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and board members, and;

WHEREAS, the Todd County Board of Commissioners considered the duties and responsibilities of each individual position; and

WHEREAS, the Todd County Board of Commissioners considered the salaries of elected officials in other comparable counties; and

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve setting the County Attorney salary at \$103,000 for 2017.

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): 20161229-18	

Title (for publication with the Agenda): 2017 County Auditor-Treasurer Salary	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Human Resources	
Presenting Board Action/Discussion at Meeting: Karla Nalezny & Elected Officials	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners desires to set salaries for the following elected officials: County Attorney, County Auditor-Treasurer, County Commissioners, County Recorder, and County Sheriff.	
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 attached resolution for the 2017 County Auditor-Treasurer Salary.	
Financial Implications: \$	Comments
Funding Source: Levy, Fees for services, LGA and Grant Funding sources	
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

2017 COUNTY AUDITOR-TREASURER SALARY

WHEREAS, the Todd County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and board members, and;

WHEREAS, the Todd County Board of Commissioners considered the duties and responsibilities of each individual position; and

WHEREAS, the Todd County Board of Commissioners considered the salaries of elected officials in other comparable counties; and

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve setting the County Auditor Treasurer salary at \$79,000 for 2017.

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): 20161229-19	

Title (for publication with the Agenda): 2017 County Commissioner Salary	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Human Resources	
Presenting Board Action/Discussion at Meeting: Karla Nalezny & Elected Officials	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners desires to set salaries for the following elected officials: County Attorney, County Auditor-Treasurer, County Commissioners, County Recorder, and County Sheriff.	
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 attached resolution for the 2017 County Commissioner Salary.	
Financial Implications: \$	Comments
Funding Source: Levy, Fees for services, LGA and Grant Funding sources	
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

2017 COUNTY COMMISSIONER SALARY

WHEREAS, the Todd County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and board members, and;

WHEREAS, the Todd County Board of Commissioners considered the duties and responsibilities of each individual position; and

WHEREAS, the Todd County Board of Commissioners considered the salaries of elected officials in other comparable counties; and

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve setting the County Commissioners salary at \$28,560 plus \$1,200 supplemental pay for the Board Chair in 2017.

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): 20161229-20	

Title (for publication with the Agenda): 2017 County Recorder Salary	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Human Resources	
Presenting Board Action/Discussion at Meeting: Karla Nalezny & Elected Officials	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners desires to set salaries for the following elected officials: County Attorney, County Auditor-Treasurer, County Commissioners, County Recorder, and County Sheriff.	
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 attached resolution for the 2017 County Recorder Salary.	
Financial Implications: \$	Comments
Funding Source: Levy, Fees for services, LGA and Grant Funding sources	
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

2017 COUNTY RECORDER SALARY

WHEREAS, the Todd County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and board members, and;

WHEREAS, the Todd County Board of Commissioners considered the duties and responsibilities of each individual position; and

WHEREAS, the Todd County Board of Commissioners considered the salaries of elected officials in other comparable counties; and

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve setting the County Recorder salary at \$78,843.61 for 2017.

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): 20161229-21	

Title (for publication with the Agenda): 2017 County Sheriff Salary	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Human Resources	
Presenting Board Action/Discussion at Meeting: Karla Nalezny & Elected Officials	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Board of Commissioners desires to set salaries for the following elected officials: County Attorney, County Auditor-Treasurer, County Commissioners, County Recorder, and County Sheriff.	
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 attached resolution for the 2017 County Sheriff Salary.	
Financial Implications: \$	Comments
Funding Source: Levy, Fees for services, LGA and Grant Funding sources	
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

2017 COUNTY SHERIFF SALARY

WHEREAS, the Todd County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and board members, and;

WHEREAS, the Todd County Board of Commissioners considered the duties and responsibilities of each individual position; and

WHEREAS, the Todd County Board of Commissioners considered the salaries of elected officials in other comparable counties; and

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve setting the County Sheriff salary at \$84,690 for 2017.

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 Interview
Board Action Tracking Number (Admin use): 2161229-22	

Title (for publication with the Agenda): Second Interview County Coordinator	
Date of Meeting: December 29, 2016	Total time requested: 5 min
Department Requesting Action: Personnel Committee	
Presenting Board Action/Discussion at Meeting: Human Resources Manager, Karla Nalezny	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
The interview team has conducted first round interviews for the County Coordinator and are recommending candidate Joseph Hatch for a second round interview with the full county board.	
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:	
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	