

# TODD COUNTY BOARD OF COMMISSIONERS

## *Regular Board Meeting Agenda*

Date: November 20, 2018

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..*

| <b>Item #</b> |   | <b>Approx. Time</b> |
|---------------|---|---------------------|
| <b>1</b>      | <b>Call to Order and Roll Call</b>  | 9:00                |
| <b>2</b>      | <b>Pledge of Allegiance</b>   | 9:01                |
| <b>3</b>      | <b>Amendments to the Agenda</b>   | 9:02                |
| <b>4</b>      | <b>Potential Consent Items</b>  |                     |
| 4.1           | Meeting Minutes Approval - November 5th, 2018                             |                     |
| 4.2           | Approve Personnel Actions   |                     |
| <b>5</b>      | <b>Auditor-Treasurer</b>  | 9:05                |
| 5.1           | Commissioner Warrants   |                     |
| 5.2           | Health & Human Services Warrants  |                     |
| 5.3           | CD4 Revision to Maintenance Assessment for Taxes Payable 2019             |                     |
| 5.4           | County Car Fleet Vehicle Replacement Purchase                             |                     |
| 5.5           | Hands of Hope Resource Center - Lease Renewal                             |                     |
| 5.6           | Long Prairie Hockey Association Donation                                  |                     |
| 5.7           | Street Improvement Project - Special Assessment                           |                     |
| <b>6</b>      | <b>Todd County Ag Society</b>   | 9:10                |
| 6.1           | Todd County Ag Society Update   |                     |
| <b>7</b>      | <b>Commissioners</b>  | 9:15                |
| 7.1           | Legal Counsel Consultation  |                     |
| <b>8</b>      | <b>Public Works</b>   | 9:20                |
| 8.1           | Final Payment Authorization - 2018 Gravel Surfacing Contract              |                     |
| <b>9</b>      | <b>Planning &amp; Zoning</b>  | 9:25                |
| 9.1           | Summer Shores Final Plat  |                     |
| <b>10</b>     | <b>Soil &amp; Water Conservation District</b>                             | 9:30                |
| 10.1          | SWCD District Manager Hiring  |                     |
| <b>11</b>     | <b>Solid Waste</b>  | 9:35                |
| 11.1          | Purchase Payloader  |                     |
| <b>12</b>     | <b>Health &amp; Human Services</b>  | 9:45                |
| 12.1          | Region V+ Adult Mental Health Initiative Interlocal Cooperative Agreement |                     |

### **Standing Reports**

Auditor-Treasurer Report

Commissioners' Report

Coordinator 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



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number <i>(for A/T Office use)</i> : 20181120-01  |  |

|  |                             |
|--|-----------------------------|
| <b>Title for Agenda (for publication):</b> Meeting Minutes Approval - November 5, 2018   |                             |
| Date of Meeting: November 20, 2018   | Total time requested: 5 min |
| Department Requesting Action: Auditor-Treasurer  |                             |
| Presenting Board Action/Discussion at Meeting: Denise Gaida, County Auditor-Treasurer  |                             |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                             |
| Minutes for the following meeting are attached: November 5, 2018   |                             |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                             |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: |                             |
| to approve the Todd County Board of Commissioner's Meeting Minutes for November 5 <sup>th</sup> , 2018 as presented.               |                             |
| <b>Financial Implications: \$</b>  | Comments                    |
| Funding Source:  |                             |
| Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No   |                             |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

# TODD COUNTY BOARD OF COMMISSIONERS

*Minutes of the Meeting of the Todd County Board of Commissioners held on  
November 5, 2018*

## **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 5<sup>th</sup> day of November, 2018 at 9:00 AM. The meeting was called to order by Vice-Chairperson Kneisl. The meeting was opened with the Pledge of Allegiance. All Commissioners were present except Commissioner Neumann.

## **Approval of Agenda**

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

## **Consent Agenda**

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

To approve the Commissioner's Meeting Minutes for October 16<sup>th</sup>, 2018 as presented.

To approve the Human Resources Report for Personnel Actions dated November 5<sup>th</sup>, 2018 as on file.

## **Auditor-Treasurer**

On motion by Erickson and second by Becker, the following motion was introduced and adopted by unanimous vote: To approve the October 2018 Auditor Warrants number (ACH) 900078 thru 900120 in the amount of \$3,152,007.85 (Manual) 504 thru 504 in the amount of \$787.20 and (Regular) 232570 through 232764 in the amount of \$3,288,835.31 for a total of \$6,441,630.36.

On motion by Kircher and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the Commissioner Warrants (ACH) 400022 through 400041 in the amount of \$14,884.50 and (Regular) 50184 through 50323 in the amount of \$252,660.34 for a total of \$267,544.84.

On motion by Erickson and second by Becker, the following motion was introduced and adopted by unanimous vote: To approve the Health & Human Services Warrants number 514471 through 514493 in the amount of \$32,303.14 and warrants number 703723 through 703792 in the amount of \$74,133.39.

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

**REAPPOINTMENT OF BONNIE THOELE TO THE  
HOUSING AND REDEVELOPMENT AUTHORITY BOARD OF TODD COUNTY**

**WHEREAS**, the Todd County Board of Commissioners of Todd County, Minnesota held a duly authorized special meeting on the 12<sup>th</sup> day of September, 1972; and  
**WHEREAS**, at said meeting a resolution was passed and adopted declaring the need for a Housing and Redevelopment Authority in Todd County, Minnesota; and  
**WHEREAS**, the current term for Bonnie Thoele on the Todd County HRA Board is set to expire on September 18, 2018.

# TODD COUNTY BOARD OF COMMISSIONERS

**NOW, THEREFORE BE IT RESOLVED**, pursuant to the provisions of the Municipal Housing and Redevelopment Act of the State of Minnesota, the County Board of Commissioners of Todd County, Minnesota, hereby reappoint the one person hereinafter named to serve as Commissioner of the Housing and Redevelopment Authority of Todd County, Minnesota, and to serve for a period of five years as hereinafter stipulated:

Bonnie Thoele – renewal September 19, 2018 through September 18, 2023

## County Attorney

On motion by Becker and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the 2019 Contracts for City Prosecution with Grey Eagle, Eagle Bend, Clarissa, Bertha, and Hewitt.

## Emergency Management

On motion by Erickson and second by Becker, the following motion was introduced and adopted by unanimous vote: To close the Historic Courthouse for training on March 13, 2019 for the hours of 12:30 PM to 4:30 PM to the public.

## County Sheriff

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

### **INTERIM MAINTENANCE AGREEMENT WITH VESTA SOLUTIONS FOR 911 CALL HANDLING**

**WHEREAS**, Vesta Solutions is the manufacturer, developer and/or distributor of certain equipment, software, and services used in the provision of emergency communication, and;

**WHEREAS**, Vesta Solutions 9-1-1 call handling solutions are unique and requires specialized personnel: (1) to provide maintenance of the solution; and (2) to support, as necessary, the compatibility of equipment, software and software upgrades, and

**WHEREAS**, the Todd County Sheriff's Office maintenance and support contract for the VESTA 9-1-1 on premise solution ("System") with its current vendor has expired, or will be expiring, and the Todd County Sheriff's Office desires to have Vesta Solutions provide interim maintenance and support of the System pending the Todd County Sheriff's Office cut-over to VESTA 9-1-1 as a Service: and

**WHEREAS**, Vesta Solutions desires to provide such interim maintenance and support of the System on the terms and conditions as provided in the Agreement at no cost to the Todd County Sheriff's Office until the upgrade is complete.

**NOW, THEREFORE LET IT BE RESOLVED**, that the Todd County Board of Commissioners approve the Interim Maintenance Agreement with Vesta Solutions.

## Solid Waste

On motion by Erickson and second by Becker, the following motion was introduced and adopted by unanimous vote: To hold the Solid Waste Committee Meeting on November 13<sup>th</sup>, 2018 at 9:00 a.m. at the Todd County Transfer Station.

On motion by Erickson and second by Kircher, the following motion was introduced and adopted by unanimous vote: To hire Wenck as the consultant for the Solid Waste Transfer Station project.

# TODD COUNTY BOARD OF COMMISSIONERS

## Health & Human Services

On motion by Becker and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the attached Annual Purchase Agreement with the West Central Regional Juvenile Center.

On motion by Kircher and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the 2019 NACo Conference Out of State Travel for Jackie Och with Sourcewell.

## Public Works

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

### **Final Payment Authorization – 2018 HSIP Striping Contract**

**WHEREAS**, the contract with Traffic Marking Service, Inc. for the 2018 HSIP Striping Contract known as SP 077-070-009 & SP 077-070-010 located on various routes in Todd County, has in all things been completed, and;

**WHEREAS**, construction work on this contract was scheduled and completed in 2018 with the value of the total work certified being \$359,887.76, and;

**WHEREAS**, partial payments amounting to \$340,710.23, have been previously been made to the contractor as work progressed, and;

**WHEREAS**, it has been determined that \$19,177.53 still remains to be paid to Traffic Marking Service, 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.

The Commissioners received an announcement of the 2018 LRIP Funding for the County Road 83 Project in the amount of \$450,000.

## Auditor-Treasurer's Report

The Auditor-Treasurer reported on the meetings attended and current activities in the office including the October 15, 2018 tax settlement collection totals and absentee voting statistics for the upcoming General Election.

## Commissioner's Report

The Commissioners reported on the meetings that they had attended.

## Coordinator's Report

The Coordinator reported on the meetings attended and project statuses.

## Recess

Vice-Chairperson Kneisl recessed the meeting until November 20<sup>th</sup>, 2018.

### COMMISSIONER WARRANTS

| <u>VENDOR NAME</u>    | <u>AMOUNT</u> |
|-----------------------|---------------|
| AUSTIN INC            | \$ 4,025.00   |
| CARGILL SALT DIVISION | \$ 20,131.27  |

# TODD COUNTY BOARD OF COMMISSIONERS

|                                   |                     |
|-----------------------------------|---------------------|
| CENTRAL APPLICATORS INC           | \$ 10,790.34        |
| COMMISSIONER OF TRANSPORTATION    | \$ 2,102.14         |
| CONTECH ENGINEERED SOLUTIONS, LLC | \$ 17,206.75        |
| COUNTRY ROADS CONSTRUCTION        | \$ 2,152.20         |
| FRIEDRICH'S TIRE & OIL CO         | \$ 4,727.85         |
| HERDERING INC                     | \$ 2,450.00         |
| LONG PRAIRIE LEADER               | \$ 3,619.20         |
| MCCC, MI33                        | \$ 5,507.93         |
| MORRIS ELECTRONICS                | \$ 2,944.73         |
| MORRISON CO PUBLIC HEALTH SERV    | \$ 3,112.98         |
| RAINBOW RIDER                     | \$ 19,276.81        |
| SHI CORP                          | \$ 2,680.00         |
| SMITH/JEFFREY A                   | \$ 3,565.00         |
| TODD SOIL & WATER CONS DIST       | \$ 96,979.00        |
| TURNKEY/THREE SQUARE MARKET       | \$ 3,887.57         |
| VORTEX OPTICS                     | \$ 2,651.83         |
| WATCHGUARD VIDEO                  | \$ 15,660.00        |
| 141 PAYMENTS LESS THAN 2000       | \$ 44,074.24        |
| <hr/> Total:                      | <hr/> \$ 267,544.84 |

## HEALTH & HUMAN SERVICES WARRANTS

| <hr/> VENDOR NAME                  | <hr/> AMOUNT       |
|------------------------------------|--------------------|
| NORTHERN PINES MENTAL HLTH CTR INC | \$ 19,104.50       |
| WOODLAND CENTERS                   | \$ 2,100.00        |
| PAYMENTS LESS THAN 2000            | \$ 11,098.64       |
| <hr/> Total:                       | <hr/> \$ 32,303.14 |

| <hr/> VENDOR NAME                   | <hr/> AMOUNT       |
|-------------------------------------|--------------------|
| DHS - MSOP- MN SEX OFFENDER PROGRAM | \$ 5,595.00        |
| DHS - ST PETER RTC - 472            | \$ 8,745.00        |
| DHS - SWIFT                         | \$ 32,786.58       |
| LUNSER/ROBERT                       | \$ 2,233.28        |
| RURAL MN CEP INC                    | \$ 10,913.18       |
| 65 PAYMENTS LESS THAN 2000          | \$ 13,860.35       |
| <hr/> Total:                        | <hr/> \$ 74,133.39 |

# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-02  |  |

|  |                                 |
|--|---------------------------------|
| <b>Title for Agenda (for publication): Approve Personnel Actions</b>   |                                 |
| Date of Meeting: November 20, 2018   | Total time requested: 0 Minutes |
| Department Requesting Action: Administration   |                                 |
| Presenting Board Action/Discussion at Meeting: Denise Gaida/Sara Ogren   |                                 |
| <b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed  |                                 |
| To approve the Human Resource Report for Personnel Actions dated November 20, as on file.  |                                 |
| <b>Options</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed   |                                 |
| <b>Option 1: Approve the Human Resource Report for Personnel Actions dated November 20, as on file.</b>                            |                                 |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: |                                 |
| Approve the Human Resource Report for Personnel Actions dated November 20, as on file.   |                                 |
| <b>Financial Implications: \$0</b>   | Comments                        |
| Funding Source:  |                                 |
| Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No   |                                 |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

**Personnel Action Report**  
**Date of Board Meeting: November 20, 2018**

**Replacement Staffing**

Title: Correctional Officer PT  
Department: Sheriff's Office  
Reason for Vacancy: departure  
Date of Vacancy: 9/21/2018  
Personnel Committee: no

Title: Social Worker  
Department: Health & Human Services  
Reason for Vacancy: departure  
Date of Vacancy: 9/26/2018  
Personnel Committee: no

Title: Correctional Officer PT  
Department: Sheriff's Office  
Reason for Vacancy: departure  
Date of Vacancy: 9/21/2018  
Personnel Committee: no

Title: Correctional Officer PT  
Department: Sheriff's Office  
Reason for Vacancy: departure  
Date of Vacancy: 9/18/2018  
Personnel Committee: no

Title: SWCD District Manager  
Department: SWCD  
Reason for Vacancy: departure/new role  
Date of Vacancy:  
Personnel Committee: yes

Title: 911 Dispatcher PT  
Department: Sheriff's Office  
Reason for Vacancy: promotion  
Date of Vacancy: 10/23/2018  
Personnel Committee: no

Title: Heavy Equipment Operator  
Department: Public Works  
Reason for Vacancy: departure  
Date of Vacancy: 12/8/2018  
Personnel Committee: no

Title:  
Department:  
Reason for Vacancy:  
Date of Vacancy:  
Personnel Committee:

**Hires**

Name: Heidi Schultz  
Title: Assistant County Attorney  
Department: County Attorney  
Date of Hire: 11/14/2018  
Vacancy: 10/5/2018

Name:  
Title:  
Department:  
Date of Hire:  
Vacancy:

Name:  
Title:  
Department:  
Date of Hire:  
Vacancy:

Name:  
Title:  
Department:  
Date of Hire:  
Vacancy:

**Departures**

Name:  
Title:  
Department:  
Date of Departure:

Name:  
Title:  
Department:  
Date of Departure:

**Promotions**

Name:  
Title:  
Department:  
Reason for Vacancy:  
Date of Promotion:

Name:  
Title:  
Department:  
Reason for Vacancy:  
Date of Promotion:



# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number <i>(for A/T Office use)</i> : 20181120-03  |  |

|  |                             |
|--|-----------------------------|
| <b>Title for Agenda (for publication):</b> Approve Commissioner Warrants   |                             |
| Date of Meeting: 11/20/2018  | Total time requested: 2 min |
| Department Requesting Action: Auditor-Treasurer  |                             |
| Presenting Board Action/Discussion at Meeting: Denise Gaida  |                             |
| <b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed  |                             |
| Printout has been sent to the Commissioners and Warrants for Publication are attached.   |                             |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                             |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                             |
| To approve the Commissioner Warrants number (ACH) 400042 through 400053 in the amount of \$6,833.37 and (Regular) 50324 through 50441 in the amount of \$200,569.41 for a total of \$207,402.78. |                             |
| <b>Financial Implications: \$</b>  | Comments                    |
| Funding Source:  |                             |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                             |

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

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

MOLLYR

11/15/18 4:24PM

\*\*\*\* Todd County \*\*\*\*

WARRANTS FOR PUBLICATION



Cutoff 2000

Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION

/arrants Approved On 11/20/2018 For Payment 11/21/201

| <u>Vendor Name</u>          | <u>Amount</u> |
|-----------------------------|---------------|
| CARGILL SALT DIVISION       | 18,889.01     |
| CENTRAL APPLICATORS INC     | 17,257.82     |
| CENTRAL APPLICATORS INC     | 2,050.40      |
| CITY OF EAGLE BEND          | 18,204.71     |
| HERDERING INC               | 2,835.00      |
| RELIANCE TELEPHONE INC      | 2,000.00      |
| SEACHANGE PRINT INNOVATIONS | 11,137.62     |
| STAPLES WORLD               | 9,297.95      |
| TODD SOIL & WATER CONS DIST | 70,489.00     |
| TURNKEY/THREE SQUARE MARKET | 2,066.65      |
| WADENA ASPHALT CO           | 2,490.00      |
| WIDSETH SMITH NOLTING INC   | 3,921.58      |
| ZINS/LINDA                  | 2,134.69      |
| 117 Payments less than 2000 | 44,628.35     |
| Final Total:                | 207,402.78    |

# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number <i>(for A/T Office use)</i> : 20181120-04  |  |

|  |                             |
|--|-----------------------------|
| <b>Title for Agenda (for publication):</b> Health & Human Services Warrants  |                             |
| Date of Meeting: November 20, 2018   | Total time requested: 5 min |
| Department Requesting Action: Auditor-Treasurer  |                             |
| Presenting Board Action/Discussion at Meeting: Denise Gaida, County Auditor-Treasurer  |                             |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                             |
| Printouts have been sent for Commissioners to review and Warrants for Publication are attached.  |                             |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                             |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                             |
| To approve the Health & Human Services Warrants number 514494 through 514567 in the amount of \$136,391.32 and warrants number 703793 through 703905 in the amount of \$52,749.96. |                             |
| <b>Financial Implications: \$</b>  | Comments                    |
| Funding Source:  |                             |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                             |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

JUDY  
11/14/18 1:04PM

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



**Cutoff** 2000  
**Report Sequence:** 1 - Vendor Name

JUDY  
11/14/18 1:04PM

\*\*\*\* Todd County \*\*\*\*



WARRANTS FOR PUBLICATION  
Warrants Approved On 11/20/2018 For Payment 11/21/201

| <u>Vendor Name</u>          | <u>Amount</u> |
|-----------------------------|---------------|
| RURAL MN CEP INC            | 13,584.74     |
| 112 Payments less than 2000 | 39,165.22     |
| <b>Final Total:</b>         | 52,749.96     |

# Warrants for Publication

**Payment Date:**

**11/21/2018**

**Approval Date:**

**11/20/2018**

**Vendor name or #**

**Amount**

|                                   |          |                      |
|-----------------------------------|----------|----------------------|
| # 14524                           | 2543.86  | Foster Care provider |
| # 14813                           | 5704.20  | Foster Care provider |
| # 15336                           | 2930.74  | Foster Care provider |
| EVERGREEN YOUTH & FAMILY SERVICES | 2800.00  |                      |
| HOLISTIC FAMILY EDUCATION SRVS    | 5003.18  |                      |
| J & J HOLMES INC                  | 2990.55  |                      |
| KINDRED FAMILY FOCUS              | 7787.20  |                      |
| # 15511                           | 6940.59  | Foster Care provider |
| LITTLE SAND GROUP HOME            | 6942.45  |                      |
| # 10746                           | 2437.84  | Foster Care provider |
| NORTHERN PINES MENTAL HLTH CTR IN | 6248.50  |                      |
| # 13849                           | 4650.00  | Foster Care provider |
| # 15571                           | 2959.98  | Foster Care provider |
| # 15286                           | 4047.05  | Foster Care provider |
| # 15615                           | 2930.74  | Foster Care provider |
| STEP                              | 7475.82  |                      |
| VALLEY LAKE BOYS HOME INC         | 5270.00  |                      |
| VILLAGE RANCH INC                 | 12995.51 |                      |
| WEST CENTRAL REG JUVENILE CTR     | 3479.17  |                      |

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\$40,253.94

Pymts less than \$2000

**Final Total**

**\$136,391.32**

# Todd County, MN Board Action Form



|  |   |
|--|---|
| <b>Action Requested:</b>   |   |
| <input type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-05   |   |

|   |                                 |
|---|---------------------------------|
| <b>Title for Agenda (for publication):</b> CD4 Revision to Maintenance Assessment for Taxes Payable 2019  |                                 |
| Date of Meeting: November 20, 2018  | Total time requested: 5 minutes |
| Department Requesting Action: Auditor-Treasurer   |                                 |
| Presenting Board Action/Discussion at Meeting: Denise Gaida, Todd County Auditor-Treasurer  |                                 |
| <b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed   |                                 |
| <p>The Auditor-Treasurer's office along with the County Ditch Inspector have been proactively working on improving the cash flow balances within Fund-40 County Ditches on a yearly basis and presented assessment recommendations which the County Board approved for collection at the September 4, 2018 board meeting which included a \$5,000 assessment to County Ditch 4.</p> <p>On June 19, 2018 the County Board approved a Minor Maintenance project on CD4 with a total cost estimate of \$5,000. The assessments approved on September 4<sup>th</sup>, 2018 had taken this expense into full consideration. The CD4 Minor Maintenance Project did not encompass the entire 500 ft estimated for the culvert drainage goal to be achieved. Therefore, the collection of the entire \$5,000 assessment to CD4 is unnecessary at this time.</p> |                                 |
| <b>Options</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed  |                                 |
| <b>1. Approve the revision to the CD4 Maintenance Assessment for Taxes Payable 2019</b><br><b>2. Do not approve the revision to the CD4 Maintenance Assessment for Taxes Payable 2019</b>   |                                 |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:  |                                 |
| That the Todd County Ditch Authority approves the attached resolution for the CD4 Revision to the County Ditch Maintenance Assessment for Taxes Payable 2019.   |                                 |
| <b>Financial Implications: \$</b>   | Comments                        |
| Funding Source:   |                                 |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |                                 |

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

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



# TODD COUNTY DITCH AUTHORITY

## CD4 REVISION TO COUNTY DITCH MAINTENANCE ASSESSMENT

### FOR TAXES PAYABLE 2019

**WHEREAS**, the Auditor-Treasurer's office along with the County Ditch Inspector have been proactively working on improving the cash flow balances within Fund-40 County Ditches on a yearly basis to maintain positive cash flow, and;

**WHEREAS**, per County Board suggestion, recommendations for the July 2017 through June 2018 assessment cycle were discussed at the County Board Worksession on August 21, 2018, and;

**WHEREAS**, Minnesota Statute allows for the Ditch Authority to approve maintenance fund assessments on a yearly basis without incurring the expense of a public hearing, and;

**WHEREAS**, it is the goal of the County Board to transition from the past practice of *collecting after spending* to maintaining a *revolving collection* comparative to expense trends and to keep assessments occurring as close to real time as possible for the potential property owners affected, and;

**WHEREAS**, the Todd County Board of Commissioners approved a \$5,000 assessment to County Ditch 4 parcels on September 4, 2018 by resolution #20180904-06 due to expenses anticipated from a Minor Maintenance Project approved on June 19, 2018, and;

**WHEREAS**, the CD4 Minor Maintenance Project did not encompass the entire 500ft estimated for the culvert drainage goal to be achieved, therefore, the collection of the entire \$5,000 assessment to CD4 is unnecessary at this time.

**NOW, THEREFORE BE IT RESOLVED**, that the Todd County Board of Commissioners in their capacity as the Todd County Ditch Authority hereby approves the County Ditch 4 Revision to be hereby stated as \$1,000 to Maintenance Fund/Ditch Assessments for the 2019 Tax Payable Year.

# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-06  |  |

|   |  |
|---|--|
| <b>Title for Agenda (for publication):</b> County Car Fleet Vehicle Replacement Purchase  |  |
| Date of Meeting: November 20, 2018  | Total time requested: 5 minutes          |
| Department Requesting Action: County Auditor-Treasurer  |  |
| Presenting Board Action/Discussion at Meeting: Denise Gaida, County Auditor-Treasurer   |  |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed  |  |
| County Car Fleet Unit #7 (2010 Town & Country Van) requires replacement due to an auto accident which totalled the unit. The County Auditor/Treasurer's Office has secured quotes for the replacement of this unit from Nyhus Chevrolet, Staples, MN. |  |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed   |  |
| <b>To approve the purchase of the replacement unit for \$22,686.00.</b>   |  |
| <b>Do not approve the purchase of the replacement unit for \$22,686.00.</b>   |  |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:  |  |
| To approve the purchase of the County Car Fleet Unit #7 Replacement for \$22,686.00 being a 2018 Dodge Grand Caravan from Nyhus Chevrolet, Staples, MN.   |  |
| <b>Financial Implications: \$22,686.00 tax/title/license fees included</b>  | Comments                                 |
| Funding Source: 01-072 Co Motor Pool  | Insurance Reimbursement = \$6,708        |
| Budgeted: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No  | Sale of Old County Fleet Units = \$5,238 |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number <i>(for A/T Office use)</i> : 20181120-07  |  |

|  |                                 |
|--|---------------------------------|
| <b>Title for Agenda (for publication):</b> Hands of Hope Resource Center - Lease Renewal   |                                 |
| Date of Meeting: November 20, 2018   | Total time requested: 5 minutes |
| Department Requesting Action: Facilities Committee   |                                 |
| Presenting Board Action/Discussion at Meeting: Denise Gaida, County Auditor-Treasurer  |                                 |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                                 |
| The Lease Agreement with the Hands of Hope Resource Center for 2018 is set to expire on December 31, 2018.. The Hands of Hope Resource Center has expressed interest in renewing the Lease Agreement for 2019 for space utilized in the Main Street Government Center. |                                 |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                                 |
| <b>1. Renew the HOH Lease Agreement for one season as presented.</b><br><b>2. Do not renew the HOH Lease Agreement as presented.</b><br><b>3. Renew the HOH Lease Agreement with different terms</b>   |                                 |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                                 |
| to renew the Hands of Hope Resource Center Lease Agreement for January 1, 2019 through December 31, 2019.  |                                 |
| <b>Financial Implications:</b> \$4,000 + phone/internet reimbursement  | Comments                        |
| Funding Source:  |                                 |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                 |

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

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

## LEASE AGREEMENT

This Lease Agreement, is made and entered into this 1st day of January, 2019 between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and Hands of Hope Resource Center (hereinafter the Lessee).

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

1. Premises: Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described Premises (“the Premises”): Office location at Main Street Government Center, 347 Central Avenue, Long Prairie, MN.
2. Attachments: A schematic drawing of the building is attached to this lease agreement and is hereby incorporated by reference as Attachment A.
3. Term: The term of this Lease shall be from 01/01/2019 to 12/31/2019. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in writing signed by both parties. It is agreed that unless the parties arrive at a new lease on or before October 31<sup>st</sup> this lease shall continue under the same terms of the current lease, at the option of the Lessor until a new agreement is agreed upon.
4. Rent: The Lessee agrees to annually pay to the Lessor \$4,000.00 as rent for the Premises, which rent shall be paid annually in four (4) installments of \$1000.00, and which shall be paid to the Lessor as follows: annually before January 1, April 1, July 1 and September 1. Rent shall be adjusted annually, effective January 1, by the Lessor. Notification of rent adjustment shall be made no later than September 30 of each year.
5. Possession: Under the terms of this lease, the lessee shall have sole possession of the Premises as outlined in Section 1.
6. Insurance: The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee’s own contents. Lessee shall provide liability insurance
7. Hold Harmless Agreement: The Lessee agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney’s fees and expenses arising out of act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of any activities on the lease Premises for the contract period.
8. Applicable Law: This Lease shall be interpreted and governed according to the laws of the State of Minnesota, without regard to its choice of law provisions. Minnesota shall be the forum for any lawsuits or claims arising under this Lease.
9. Termination: The Lessee or Lessor shall have the right to terminate this lease with 90 days written notice, without cause.

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

other provisions of this Lease shall be applicable.

- 18. Binding Effect: This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.
- 19. Taxes: The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.
- 20. Surrender: At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear accepted.
- 21. Notice: Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lessor:            Todd County Auditor-Treasurer  
                              215 1<sup>st</sup> Avenue South, Suite 201  
                              Long Prairie, MN 56347

To Lessee:            Hands of Hope Resource Center  
                              107 2<sup>nd</sup> Street SE #102  
                              Little Falls, MN 56345

or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

- 22. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.
- 23. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.
- 24. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.
- 25. Utilities: Where a checkmark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

| Lessor                              | Lessee                   | N/A                      |       |
|-------------------------------------|--------------------------|--------------------------|-------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Water |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sewer |

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

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

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

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

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

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

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

Lessee's own expense after having first obtained written approval and consent of the Lessor, and all such alterations, additions and changes, which shall include erection of any states, electric writing or lighting systems, are to immediately merge and become a permanent part of realty, and all interest of Lessee therein shall become immediately vested in Lessor.

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

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this 16th day of October, 2018.

**COUNTY OF TODD**

**HANDS OF HOPE RESOURCE CENTER**

By: \_\_\_\_\_  
**County Board Chairperson**

By: \_\_\_\_\_  
**Executive Director**

By: \_\_\_\_\_  
**County Auditor Treasurer**

By: \_\_\_\_\_  
**Chair**



# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-08  |  |

|  |                                 |
|--|---------------------------------|
| <b>Title for Agenda (for publication):</b> Long Prairie Hockey Association Donation  |                                 |
| Date of Meeting: November 20, 2018   | Total time requested: 5 minutes |
| Department Requesting Action: County Auditor-Treasurer   |                                 |
| Presenting Board Action/Discussion at Meeting: Denise Gaida, County Auditor-Treasurer  |                                 |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                                 |
| On August 7, 2018, the Todd County Board of Commissioners approved a quote from Service Master to facilitate mold remediation in designated rooms of the Expo Building including the locker room area of the lean-to addition. The Long Prairie Hockey Association utilizes the locker room space extensively and has approved providing a \$4,000 donation to Todd County to assist in these mold remediation expenses. |                                 |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                                 |
| <b>To acknowledge and accept the \$4,000 donation from the Long Prairie Hockey Association.</b>  |                                 |
| <b>To not acknowledge and accept the \$4,000 donation from the Long Prairie Hockey Association.</b>  |                                 |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                                 |
| To acknowledge and accept the \$4,000 donation from the Long Prairie Hockey Association to assist in the payment of the mold remediation expenses of the locker room space at the Expo Building.   |                                 |
| <b>Financial Implications: \$4,000</b>   | Comments                        |
| Funding Source: LPHA Donation  |                                 |
| Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |                                 |

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

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

# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-09  |  |

|  |                                 |
|--|---------------------------------|
| <b>Title for Agenda (for publication):</b> Street Improvement Project - Special Assessment   |                                 |
| Date of Meeting: November 20, 2018   | Total time requested: 5 minutes |
| Department Requesting Action: County Auditor-Treasurer   |                                 |
| Presenting Board Action/Discussion at Meeting: Denise Gaida, County Auditor-Treasurer  |                                 |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                                 |
| The Todd County Board of Commissioners held a work session on August 7, 2018 to discuss the potential prepayment of a special assessment for the Todd County Fairgrounds parcel 36-4002900. At that time, the County Board directed a letter requesting a refund of \$1,028.19 of interest paid be drafted and delivered to the City of Long Prairie and affirm the County's intent to provide payment for the remainder of the installments of the special assessment to the City of Long Prairie of \$30,845.74 in full without further interest by November 30, 2018. The City of Long Prairie has provided the refund as requested which was received by the County Auditor-Treasurer's Office on October 31, 2018. Todd County would save \$4,626.91 in future year interest costs by making this payment at this time. |                                 |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                                 |
| <b>To approve the \$30,845.74 payment to the City of Long Prairie</b><br><b>To not approve the \$30,845.74 payment to the City of Long Prairie</b>   |                                 |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                                 |
| To approve the \$30,845.74 prepayment of the Street Improvement Special Assessment on parcel 36-4002900 commonly known as the Todd County Fairgrounds to the City of Long Prairie.   |                                 |
| <b>Financial Implications: \$30,845.74</b>   | Comments                        |
| Funding Source: 01-114 Fairgrounds   |                                 |
| Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |                                 |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

# Todd County, MN Board Action Form



|  |   |
|--|---|
| <b>Action Requested:</b>   |   |
| <input type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input checked="" type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number <i>(for A/T Office use)</i> : 20181120-10   |   |

|   |                                 |
|---|---------------------------------|
| <b>Title for Agenda (for publication):</b> Todd County Ag Society Update  |                                 |
| Date of Meeting: November 20, 2018  | Total time requested: 5 minutes |
| Department Requesting Action: Todd County Ag Society  |                                 |
| Presenting Board Action/Discussion at Meeting: Delvin Durheim, 2018 Ag Society President                                |                                 |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed  |                                 |
| A summary of the 2018 activities will be provided.  |                                 |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed   |                                 |
| <b>Recommendation</b> <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: |                                 |
|   |                                 |
| <b>Financial Implications: \$</b>   | Comments                        |
| Funding Source:   |                                 |
| Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No  |                                 |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

# Todd County, MN Board Action Form



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|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number <i>(for A/T Office use)</i> : 20181120-11  |  |

|  |                                 |
|--|---------------------------------|
| <b>Title for Agenda (for publication):</b> Legal Counsel Consultation  |                                 |
| Date of Meeting: November 20, 2018   | Total time requested: 5 minutes |
| Department Requesting Action: Commissioners  |                                 |
| Presenting Board Action/Discussion at Meeting: Randy Neumann, Board Chairperson  |                                 |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                                 |
| The Board of Commissioners is seeking legal counsel direction regarding the proposal of a buggy lighting ordinance.  |                                 |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                                 |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                                 |
| To authorize Commissioner Neumann, Commissioner Kneisl, and Coordinator Stainbrook to consult the Legal Counsel services of Iverson Reuvers (Paul Reuvers) regarding the proposal of a buggy lighting ordinance. |                                 |
| <b>Financial Implications: \$</b>  | Comments                        |
| Funding Source: 01-002 Commissioner  |                                 |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                 |

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

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

# Todd County, MN Board Action Form



|  |   |
|--|---|
| <b>Action Requested:</b>   |   |
| <input type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-12   |   |

|  |                                 |
|--|---------------------------------|
| <b>Title for Agenda (for publication):</b> Final Payment Authorization - 2018 Gravel Surfacing Contract                            |                                 |
| Date of Meeting: 11/20/2018  | Total time requested: 5 minutes |
| Department Requesting Action: Public Works   |                                 |
| Presenting Board Action/Discussion at Meeting: Loren Fellbaum, County Engineer   |                                 |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                                 |
| See attached resolution for additional background information.   |                                 |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                                 |
| <b>#1 Approve attached resolution</b>  |                                 |
| <b>#2 Do not approve attached resolution</b>   |                                 |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: |                                 |
| Approve attached resolution  |                                 |
| <b>Financial Implications:</b> \$3,121.98  | Comments                        |
| Funding Source: Local Option Sales Tax   |                                 |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                 |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

# TODD COUNTY BOARD OF COMMISSIONERS

## **Final Payment Authorization – 2018 Gravel Surfacing Contract**

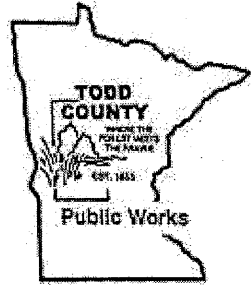
**WHEREAS**, the contract with Braaten Aggregate, Inc. for the 2018 Gravel Surfacing Contract known as CP 18:80 located on County Road 80 in Eagle Valley Township, has in all things been completed, and;

**WHEREAS**, construction work on this contract was scheduled and completed in 2018 with the value of the total work certified being \$62,439.68, and;

**WHEREAS**, partial payments amounting to \$59,317.70, have been previously been made to the contractor as work progressed, and;

**WHEREAS**, it has been determined that \$3,121.98 still remains to be paid to Braaten Aggregate, 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.



# TODD COUNTY PUBLIC WORKS

44 Riverside Drive  
 Long Prairie, MN 56347  
 Project CP 18:80 - CR 80 (GRAVEL)  
 Contract Final Pay Request No. 2

Contractor: Braaten Aggregate, Inc.  
 PO Box 215  
 Bertha, MN 56437

Contract No. 201806  
 Vendor No. 0  
 For Period: 9/25/2018 - 10/11/2018  
 Warrant # \_\_\_\_\_ Date \_\_\_\_\_

**Contract Amounts**

|                   |             |
|-------------------|-------------|
| Original Contract | \$58,291.00 |
| Contract Changes  | \$0.00      |
| Revised Contract  | \$58,291.00 |

**Funds Encumbered**

|            |             |
|------------|-------------|
| Original   | \$58,291.00 |
| Additional | N/A         |
| Total      | \$58,291.00 |

|  | Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid To Date |
|--|-----------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| CP 18:80   | \$0.00                      | \$62,439.68            | \$0.00               | \$59,317.70            | \$3,121.98               | \$62,439.68               |
| Percent Retained: 0.0000%                          |                             |                        |                      |                        |                          |                           |
| Contract 201806                                    | \$0.00                      | \$62,439.68            | \$0.00               | \$59,317.70            | \$3,121.98               | \$62,439.68               |
| Percent Retained: 0.0000%                          |                             |                        |                      |                        |                          |                           |
| <b>Amount Paid This Contract Final Pay Request</b> |                             |                        |                      |                        | <b>\$3,121.98</b>        |                           |

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By \_\_\_\_\_

County/City/Project Engineer

Date

Approved By Braaten Aggregate, Inc.

*[Signature]*  
 Contractor

10.29.2018  
 Date

# Todd County, MN Board Action Form



|  |   |
|--|---|
| <b>Action Requested:</b>   |   |
| <input type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input checked="" type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-13   |   |

|  |                         |
|--|-------------------------|
| <b>Title for Agenda (for publication): Summer Shores Final Plat</b>  |                         |
| Date of Meeting: 11-20-18  | Total time requested: 5 |
| Department Requesting Action: Planning and Zoning  |                         |
| Presenting Board Action/Discussion at Meeting: Tim Stieber   |                         |
| <b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed  |                         |
| A subdivision request to establish a preliminary plat on parcel #15-0031801 and #15-0040302 containing 6 lots was approved for preliminary platting on October 9, 2018. The preliminary plat was recommended to be granted by the PC with two conditions: 1) The site stay vegetated as the lots are marketed and sold.<br>2. Obtain Sauk River Watershed District soil erosion permits and storm water permits as each lot is developed.<br><br>The requirements for final platting fulfilled for this subdivision. |                         |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                         |
| <b>1. Grant the request to establish Summer Shores final plat.</b><br><b>2. Deny the request as made, or add additional conditions.</b>  |                         |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                         |
| Grant the subdivision request for a final plat named Summer Shores as submitted.   |                         |
| <b>Financial Implications: \$</b>  | Comments                |
| Funding Source:  |                         |
| Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No   |                         |

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

|   |
|---|
| <b>Signatures</b><br>STATE OF MINNESOTA }<br>COUNTY OF TODD }<br>I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:<br><br><div style="text-align: right;">Seal</div> |
|---|



# TODD COUNTY BOARD OF COMMISSIONERS

## Final Plat Approval –

### “Summer Shores” Subdivision

**WHEREAS**, Applicant KJ Land Company LLC - Jeremy Donabauer applied to subdivide a property that is described as Part of Government Lot 1 of Section 34 AND Part of SE4 of Section 27 ALL in Leslie Township with the plat to be known as Summer Shores.

**WHEREAS**, Summer Shores consists of six residential lots, Lot 1 52,200± sq. ft., Lot 2 51,900± sq. ft. , Lot 3 51,500 ± sq. ft., Lot 4 51,500 ± sq. ft., Lot 5 52,300± sq. ft., Lot 6 52,800± sq. ft. located in the Shoreland (GD) zoning district of Gordon Township,

**WHEREAS**, On October 4, 2018 the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

SECT-27 TWP-129 RANG-35

THAT PART OF SE4 OF SEC 27 LOCATED WITHIN THE FOLLOWING: BEG AT N QUARTER CORNER OF SEC 34, S 522 FT MORE OR LESS TO SHORELINE OF LAKE OSAKIS, NE'LY ALONG SHORELINE 606 FT MORE OR LESS TO E LINE OF W 600.00 FT OF GOVT LOT 1, N 608 FT MORE OR LESS TO CENTERLINE OF C.S.A.H NO 10, SW ALONG CENTERLINE 605.49 FT, S 79.57 FT TO POINT OF BEG 5.70 ACRES

**AND**

SECT-34 TWP-129 RANG-35

THAT PART OF GOVT LOT 1 OF SEC 34 LOCATED WITHIN THE FOLLOWING: BEG AT N QUARTER CORNER OF SEC 34, S 522 FT MORE OR LESS TO SHORELINE OF LAKE OSAKIS, NE'LY ALONG SHORELINE 606 FT MORE OR LESS TO E LINE OF W 600.00 FT OF GOVT LOT 1, N 608 FT MORE OR LESS TO CENTERLINE OF C.S.A.H NO. 10, SW ALONG CENTERLINE 605.49 FT, S 79.57 FT TO POINT OF BEG 12.25 ACRES

**WHEREAS**, On October 9, 2018 the Todd County Board of Commissioners considered the Preliminary Plat for the above described property and approved the Summer Shores preliminary plat with 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 “Summer Shores” subdivision be approved as presented.

# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number <i>(for A/T Office use)</i> : 20181120-14  |  |

|   |                         |
|---|-------------------------|
| <b>Title for Agenda (for publication): SWCD District Manager Hiring</b>   |                         |
| Date of Meeting: November 20, 2018  | Total time requested: 5 |
| Department Requesting Action: Soil and Water Conservation District  |                         |
| Presenting Board Action/Discussion at Meeting: Tim Stieber  |                         |
| <b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed   |                         |
| <p>The Board of Commission decision to create an SWCD District Manager position and recruit for the position was made September 18<sup>th</sup>, 2018. Prior to that time discussions occurred with SWCD Supervisors and the Personnel Committee to gain support. SWCD Supervisors provided a letter of support for creation of the position and Personnel Committee recommended obtaining board approval. The SWCD District Manager was determined to be Grade 13-1 (Springstad review). The position will be non-union and will replace a union position. The previous position will be eliminated.</p> <p>During October 2018 seven applicants were considered, five were interviewed once and two were interviewed twice. The finalist selected for the position was Deja Anton who is currently Todd County Feedlot Officer. An offer was made and accepted.</p> <p>If approved, the start date for the position will be November 26<sup>th</sup>, 2018.</p> |                         |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed   |                         |
| <b>1. Approve request to hire Deja Anton as SWCD District Manager starting November 26<sup>th</sup>, 2018.</b><br><b>2. Do not approve hiring Deja Anton for District Manager for SWCD.</b>   |                         |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:  |                         |
| Approve hiring Deja Anton as Todd SWCD District Manager position starting November 26 <sup>th</sup> , 2018.   |                         |
| <b>Financial Implications: \$ 0</b>   | Comments                |
| Funding Source: Multiple  |                         |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |                         |

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

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

**Todd County  
Position Description**

**Department:** Soil and Water Conservation and Development  
**Position Title:** District Manager  
**Pay Grade:** 13  
**FLSA:** Exempt  
**Status:** Non-Union  
**Reports To:** Division Director  
**Date:** 2018-08

---

**Purpose of Position**

The purpose of this position is to supervise and manage field staff and programs of the Soil and Water Conservation and Development Division as directed by the Division Director.

The position works collaboratively with the Director to provide leadership and coordinate overall administration of the SWCD Division. As a leader, the position has shared responsibility for a broad organizational management role, participating in the development and execution of organizational vision, strategy and goals with respect to programs, people, and resources.

The position operates under the supervision of the Division Director in carrying out the directives of the County Coordinator, the County Board, and Soil and Water Conservation District Board (SWCD) of Supervisors. The position has accountability for a number of distinct functions encompassing comprehensive land use and resource planning to both promote orderly land development and to protect and enhance the resources of the County. These functions are accomplished through comprehensive long range planning, enforcement of state and local regulations and rules, development of resource management initiatives, and the administration and enforcement of the county zoning, septic and shore land ordinances, Wetland Conservation Act, Feedlot, Buffer Initiative, Aquatic Invasive Species, and other regulatory programs that are developed or are mandated by the state. Non-regulatory programs include SWCD cost share offerings, landowner technical assistance, and education and outreach activities to bring about change in a voluntary manner.

The incumbent will provide direction to assigned staff and serve as professional staff support to the County Board, SWCD Board, Planning Commission, Board of Adjustment, and other bodies as necessary and assigned. The District Manager works collaboratively with various committees, organizations and the community to facilitate an efficient review and development of processes and to inform and educate stakeholders on best practices and procedures, ordinances and recommendations to achieve the vision and goals of the County's Comprehensive Plan, Comprehensive Local Water Plan, and SWCD work plans.

The position requires a land use or natural resources professional with prior demonstrated work experience in a closely related assignment.

**Basic Performance Expectations of all Todd County Leadership**

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

**Position Specific Essential Duties and Responsibilities**

**The following duties are normal for this position. These duties are not to be construed as exclusive or all-inclusive. Other duties may be required as assigned.** To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions. This position is to support and drive forward the Soil Water Conservation District guiding principles and values: [SWCD Guiding Principles and Values](#)

1. The District Manager is acting manager for Soil and Water District activities including staff, projects, and activities.

2. Assists in the hiring, training, coaching, and evaluation of staff.
3. The District Manager is the lead Water Planner, One Watershed One Plan lead, and contact for MPCA TMDL and WRAPs development activities for Todd County waters resources. Prepares components of long-range comprehensive land use plans, County Water plan, watershed plans, etc. and presents plans at public hearings and community meetings and manages the planning activity resources in accordance with plans, ordinances, policies, rules and laws.
4. The District Manager is the grants and funding development lead for Soil and Water District Department working to bring in funds needed to support staff positions and provide cost share for Best Management Practices throughout the County.
5. Provides project management for assigned projects, including developing work plans, contracts for services, assigning and monitoring work, and project reporting, and approving project expenditures (AIS, Shoreland Protection, new initiatives).
6. Assists the Division Director in planning, organizing, and directing the activities of the office, including long-range planning, zoning administration and enforcement, natural resource programs, and other related functions.
7. Oversees education and outreach activities for SWCD including coordination of newsletters, press releases, events, etc.
8. Conducts various types of public meetings, forums and hearings; prepares information for public distribution; and represents the county's policies and positions at community meetings.
9. Serves on task forces, committees and other community organizations to provide information and expertise in the assigned project areas.
10. Reviews and makes recommendations to the Board of Adjustment, Planning Commission on zoning, rezoning, conditional use permits and variance applications as requested.
11. Assists the Director to develop, modify, or draft land use policies or zoning ordinances.
12. Prepares work plans, schedules, correspondence, and communication materials.
13. Assists in preparation of annual strategic plan and departmental budget process to ensure the mission and programs of the department are managed responsibly.

**Provide Stable and Consistent Soil, Water, Conservation and Development Division Leadership**

- Be positively visible in the County Community by:
  - Attending meetings of other governmental units or groups on an as needed basis.
  - Presenting to interested boards, committees or groups as requested on issues of division interest.
  - Preparing and managing a division public relations plan.
  - Making clear and requiring standards of public relations and decorum amongst division staff.
- Support the values of the County Board and the Soil and Water Conservation District Board of Supervisors, ensure staff is aware of those values, and ensure that decisions are made in accordance with those values.
  - Encourage and demand innovation in the practice area of the division.
  - Grow the knowledge base of the Division and the County through individual and staff development.
  - Encourage staff, board members and community members to engage in education in areas of division interest.
  - Accept, encourage and engage with individuals and groups who have diverse points of view.
  - Participate with state wide leadership groups and professionally represent the County.

**Provide professional support to the Director and the Soil and Water Conservation District Board of Supervisors**

- Work to ensure positive relationships between the County Board and the Soil and Water Conservation District Board of Supervisors.
  - Maintain communications between the County Board, the Soil and Water Conservation District Board of Supervisors and County Administration by establishing clear lines of professional communication.
  - Carefully articulate differences of position between the County Board and the Soil and Water Conservation District Board of Supervisors to County Administration, and work with Administration to present options and facilitate mediation.

- Facilitate planning processes with the County Board, the Soil and Water Conservation District Board of Supervisors, County Administration and Staff to identify strategic goals, policy positions of the Board(s) and ensure that all Staff understand and are able to execute the policies of the Board(s).
  - Land Use Strategy: Develop recommended practices, applications and projects to support the achievement of county land use strategies, initiatives and projects, ensuring the achievement of short term and long term goals.
  - Natural Resources Protection Strategy: Develop recommended practices, applications and projects to support the achievement of county natural resources protection strategies, initiatives and projects, ensuring the achievement of short term and long term goals.
  - Legislation: Review and analyze legislation and regulatory developments related to Soil and Water District programs.

**Assist Director with professional management of the Soil, Water, Conservation and Development Division**

- Work with Director to develop and implement sound budget policy and process.
  - Ensure the best possible value for every dollar spent.
  - Explore collaborative opportunities.
  - Seek and obtain grant funding which supports the policy priorities of the Board(s).
- Ensure the work of the Soil and Water District is carried out efficiently and professionally.
  - Manage employee performance through setting clear expectations, engaging in performance coaching or mentoring and completing effective evaluations.

**Minimum Education and Experience/Special Requirements**

Bachelor's degree with coursework in business, public administration, planning, or related field and extensive experience in a related soil, water, conservation or development position with increasing responsibilities, or equivalent combination of education and experience.

Valid driver's license.

**Preferred Qualifications**

Previous leadership experience.

Demonstrated success leading employees or a team.

Ability to communicate effectively orally and in writing.

**Knowledge, Skills and Abilities**

Effective leadership skills including team leadership experience, coaching and development skills, personal and interpersonal skills, project management and decision making skills, business acumen, financial reasoning, strategic agility and long range planning skills are required.

Ability to communicate effectively orally and in writing.

**Physical Requirements**

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; no special vocal communication skills are required; no special hearing perception is required; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-15  |  |

|  |                             |
|--|-----------------------------|
| <b>Title for Agenda (for publication):Purchase Payloader</b>   |                             |
| Date of Meeting:11/20/2018   | Total time requested:5 mins |
| Department Requesting Action: Solid Waste  |                             |
| Presenting Board Action/Discussion at Meeting: Jeremy Clasemann/Jonathan Stainbrook  |                             |
| <b>Background</b> <input type="checkbox"/> Supporting Documentation enclosed   |                             |
| As part of the 5 year capital expenditure plan we have a payloader to replace. If we get the order in before the end of the month we will get this years price, and won't get it until next year and it will go on next's year budget. But if we wait, they are saying that the price is going to go up 25 to 35 % next year. After going thru the state bids, and test driving them and opertoring them, Caterpillar is the one I am recommending for \$152,790 -\$2000 for trade in on the old one for a total of \$150,790. |                             |
| <b>Options</b> <input type="checkbox"/> Supporting Documentation enclosed  |                             |
| 1)To purshase the pay loader.  |                             |
| 2)To not purshase the payloader  |                             |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                             |
| To purshase the payloader from Ziegler.  |                             |
| <b>Financial Implications: \$150,790</b>   | Comments                    |
| Funding Source:Solid Waste   |                             |
| Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                             |

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

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

# Quotation



14375 James Rd.  
 Rogers, Mn. 55374  
 Phone: 763-428-5099  
 Fax: 763-428-5051

10/30/2018

Jeremy Clasemann  
 Todd County Solid Waste  
 Hwy. 71 S.  
 Browerville, MN. 56438  
 320 594-2210

Prepared by:  
**Bill Greeley**  
 Sales Representative  
 Mobile: 612-865-3052

| Quantity | Description                                    | Total            |
|----------|--|------------------|
| 1        | We are please to quote (1) new 2019 Case 621G  |                  |
|          | wheel loader with standard features including: |                  |
|          | Base machine                                   | \$ 121,870.00    |
|          | AM/FM Bluetooth radio                          | \$ 443.00        |
|          | Cab with Heat and A/C                          | STD.             |
|          | Air suspension cloth seat                      | \$ 259.00        |
|          | LH & RH steps with standard fenders            | \$ 190.00        |
|          | Rear mounted camera with display               | \$ 648.00        |
|          | Cold weather package                           | STD.             |
|          | Hydraulic oil cooler with reversing fan.       | STD.             |
|          | Limited slip differentials front and rear.     | STD.             |
|          | Transmission side covers.                      | \$ 235.00        |
|          | Transmission guard.                            | \$ 650.00        |
|          | 20.5X25 bias ply tires.                        | STD.             |
|          | Foam fill (4) tires                            | \$ 6,120.00      |
|          | No tire brand preferance.                      | STD.             |
|          |  | <b>Continued</b> |

If you have any questions concerning this quotation, please contact me at the number noted above.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**





|     |  |   |
|-----|--|---|
| 1.0 | <b>Articulating Wheel Loader</b>   |   |
|     | Make & Model   | Caterpillar 926M  |
|     | Horse Power/Engine Information   | Caterpillar 7.1 ACERT / 151   |
|     | Operating Weight   | 28,742 lb   |
|     | Full Turn Static Tipping Load  | 16,600 lb   |
|     | Recommended Bucket Type & Size<br>(Stuck/Heaped) (SAE)   | Performance GP bucket<br>2.7 cyd heaped / 2.5 cyd str   |
|     | Is bucket included with base unit?   | No  |
|     | Break Out Force, bucket (SAE)  | 22,538 lb   |
|     | Hinge Pin Height   | 12'9"   |
|     | Articulation Angle   | 40 degrees  |
|     | Brake Type   | Independent front and rear<br>Inboard wet disc  |
|     | Transmission Type (describe features)  | Stepless, electronically-controlled<br>hydrostatic transmission with<br>ranges, standard throttle lock<br>optional rimpull control and<br>control |
|     | Differential type - Front & Rear   | Fully locking front differential<br>engaged on the go at full to<br>button on joystick). Converter<br>differential                                |
|     | Seat type  | Fabric suspension seat  |
|     | Battery CCA  | 4 x 1,000 CCA   |
|     | Tires  | 17.5 R25 Michelin XHA on<br>rims  |
|     | Hydraulics   | 2 valve, single lever, load-s<br>variable flow electrohydraulic<br>system with in-cab program<br>outs and electrohydraulic cyl<br>snubbing        |
|     | Bucket Controls  | Seat mounted joystick with<br>switch  |
|     | Alternator Size  | 115 amp   |
|     | Starting Aid   | Ether starting aid and engine<br>heater   |
|     | Road & Work Lights   | Front and rear halogen road<br>work lights with LED rear str<br>lights  |
|     | Warranty Details: Months, Years, Hours, etc.   | One year / unlimited hour p<br>warranty   |
|     |  | <b>Base Price:</b> \$ <u>127,280</u> 1  |
| 2.2 | Deluxe cab (includes all features included in 2.1 plus automatic blower control, electrically adjusted external mirrors, secondary display which allows real time adjustments to rimpull, creeper speed, 3rd function flow, throttle lock, and doubles as rear camera display (camera not included), enhanced in cab LED lighting, and front and rear sun visor) | \$ <u>1880</u>  |
| 2.4 | Deluxe AM/FM radio (includes Bluetooth interface, microphone, and aux inputs for MP3 players, etc)   | \$ <u>460</u>   |
| 2.6 | Ride control   | \$ <u>2520</u>  |
| 2.8 | Deluxe seat (low back air suspension seat)   | \$ <u>670</u><br>41 of 54   |

|            |   |    |           |
|------------|---|----|-----------|
| 2.12       | Rear view camera (requires 2.2 deluxe cab)                                    | \$ | 670       |
| 4.1        | Warning beacon, LED strobe, amber lens  | \$ | 170       |
| 4.5        | Two additional forward facing and two additional rear facing LED work lights  | \$ | 570       |
| 5.2        | 20.5-R25 Titan MXL, L3  | \$ | (740)     |
| 6.3        | Hydraulics, 3 valve Coupler Ready   | \$ | 1700      |
| 7.1        | Caterpillar Fusion quick coupler  | \$ | 2590      |
| 7.6        | General purpose bucket, 3.5 cyd. with bolt-on edge (pin-on or Fusion coupler) | \$ | 6490      |
| 10.0       | delivery , 70 miles x \$ 4.00   |    | \$280     |
| ***        | 280 foam fill tires , 20.5 R 25   |    | \$8250    |
|            | 8,250   |    |           |
|            |   |    | TOTAL     |
| \$ 152,790 |   |    | \$152,790 |

For the difference of \$ 21,940 between the two models I would recommend the 926M.

A full copy of the MN state bid is in the link below , please review the options and let me know if you would like to adjust anything.

[http://www.dot.state.mn.us/maintenance/equipment/contracts/L-331\(5\)loader/2017/Ziegler/Ziegler%20combined.pdf](http://www.dot.state.mn.us/maintenance/equipment/contracts/L-331(5)loader/2017/Ziegler/Ziegler%20combined.pdf)

Thanx and feel free to contact me with any questions or concerns.

**John Monroe**  
Territory Manager | Ziegler CAT  
3311 Liberty Lane | Brainerd MN 56401  
218/821-5646 Mobile  
218/833-8526 Office  
218/833-8530 Fax  
[john.monroe@zieglercat.com](mailto:john.monroe@zieglercat.com)

[www.zieglercat.com](http://www.zieglercat.com)



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# Todd County, MN Board Action Form



|   |  |
|---|--|
| <b>Action Requested:</b>  |  |
| <input checked="" type="checkbox"/> Action/Motion<br><input type="checkbox"/> Discussion<br><input type="checkbox"/> Information Item | <input type="checkbox"/> Report<br><input type="checkbox"/> Resolution<br><input type="checkbox"/> Other |
| Board Action Tracking Number (for A/T Office use): 20181120-16  |  |

|  |                             |
|--|-----------------------------|
| <b>Title for Agenda (for publication):</b> REGION V+ ADULT MENTAL HEALTH INITIATIVE INTERLOCAL COOPERATIVE AGREEMENT   |                             |
| Date of Meeting: 11/20/2018  | Total time requested: 5 min |
| Department Requesting Action: Health & Human Services  |                             |
| Presenting Board Action/Discussion at Meeting: Jackie Och  |                             |
| <b>Background</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed  |                             |
| The purpose of this Agreement is to establish an agreement whereby Aitkin, Cass, Crow Wing, Morrison, Todd and Wadena counties jointly exercise powers common to each participating party. |                             |
| <b>Options</b> <input checked="" type="checkbox"/> Supporting Documentation enclosed   |                             |
| <b>1. Approve the Region V+ Adult Mental Health Initiative Interlocal Cooperative Agreement</b><br><b>2. Not Approve</b>   |                             |
| <b>Recommendation</b> <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:   |                             |
| 1. Approve the Region V+ Adult Mental Health Initiative Interlocal Cooperative Agreement   |                             |
| <b>Financial Implications: \$NA</b>  | Comments                    |
| Funding Source:  |                             |
| Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No   |                             |

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

**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 Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

# REGION V+ ADULT MENTAL HEALTH INITIATIVE INTERLOCAL COOPERATIVE AGREEMENT

## **ARTICLE 1: ENABLING AUTHORITY AND PARTIES**

- 1.1 This AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota., hereinafter collectively referred to as “Parties”, and individually as “Party” which are signatories to this “Agreement”.
- 1.1.1 Minn. Stat. §471.59, provides that two or more governmental units may, by agreement jointly, exercise any power common to the contracting Parties; and Minn. Stat. Ch. 245 provides that a political subdivision may work to enhance the services to our vulnerable populations.
- 1.1.2 Minn. Stat. §245.4661, provides that a political subdivision may implement a pilot project design, plan, and improve the mental health delivery system for adults with Serious and Persistent Mental Illnesses.
- 1.1.3 In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat. §471.59 and Minn. Stat. §245.4661, and all other applicable statutes, rules and regulations, the following Parties:
- (a) Aitkin County
  - (b) Cass County
  - (c) Crow Wing County
  - (d) Morrison County
  - (e) Todd County
  - (f) Wadena County

enter this Interlocal Cooperative Agreement by action of each party’s governing body.

## **ARTICLE 2: PURPOSE AND POWERS**

- 2.1 The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party. The Board established under this Agreement shall have and exercise all powers that may be necessary and convenient to establish it and to perform and carry out the duties and responsibilities conferred upon it by this agreement or which may hereafter be imposed on it by law or contract. The powers of the Board include, but are not limited to, the following:
- a. To enter contracts;
  - b. To set an annual budget within the limits of revenue received;
  - c. To adopt bylaws consistent with the terms of this Agreement;

- d. To appoint a fiscal agent;
- e. To obtain insurance;
- f. To apply for grants and to accept money from any lawful source;
- g. To establish committees, including an executive committee;
- h. To share information and data as allowed by law;
- i. To exercise all lawful authority not otherwise limited by the terms of this Agreement.

2.2 The Board does not have the power to:

- a. Levy taxes or cause taxes to be levied;
- b. Borrow money or issue or execute instruments of debt – e.g. bonds or other financial obligations;
- c. Make loans;
- d. Hire employees or otherwise establish employment relationships except as authorized herein;
- e. Purchase, own, lease, accept or otherwise establish an interest in real property.

### **ARTICLE 3: NAME**

- 3.1 The name of this entity shall be “Region V+ Adult Mental Health Initiative” and is also referred to in this Agreement as AMHI.

### **ARTICLE 4: AGREEMENT TO PARTICIPATE**

- 4.1 Compliance. A Party agrees to abide by the terms and conditions of the Agreement, including but not limited to, the Interlocal Cooperative Agreement, bylaws, policies and procedures, if any, adopted by the Board and any requirements of grants.
- 4.2 New Parties. A new legally qualifying voting party may be added to the Interlocal Cooperative Agreement upon affirmative action of the governing body of all parties.
- 4.3 Funding. It is anticipated that the AMHI shall be funded through contributions, grants, donations, gifts and other lawful sources of revenue. Except as otherwise provided herein, no party to this Agreement shall be assessed for any operating expenses of the Board or any committee unless the Board of that party so agrees or as necessary to pay for expenses upon dissolution.

### **ARTICLE 5: GOVERNANCE**

- 5.1 Governing Board. A governing Board shall be formed to oversee the administration and operation of the AMHI and shall be referred to as “the Board” for purposes of the Agreement.
- 5.2 Membership of the Board. The voting Membership of the Board shall be comprised of:

- 5.2.1 The social services director of each Party;
- 5.2.2 An additional representative of each county social services agency selected by the respective Party county;
- 5.2.3 Additionally, the Board established under this Agreement may appoint up to three nonvoting, consumer representatives from any of the Parties.
- 5.2.4 Additionally, the Board established under this Agreement may appoint one, ex-officio non-voting representative each from the Leech Lake Band of Ojibwe and the Mille Lacs Band of Ojibwe.
- 5.3 Terms of Office, Vacancies, Officers and Administration. The terms of office, filling of vacancies, identification and selection of officers and matters of administration shall be established in the bylaws adopted by the Board.
- 5.4 Initiative Coordinator. The Board may contract with an individual to serve as an Initiative Coordinator for the Board. The responsibilities of the Initiative Coordinator shall be set forth by contract which shall be approved by the Board.

## **ARTICLE 6 : GENERAL PROVISIONS**

- 6.1.1 Amendments. This Agreement may be amended only by approval of the governing bodies of each Party through resolution. Notice of any proposed amendment must be provided to Party governing bodies at least thirty (30) days prior to the effective date of the proposed amendment.
- 6.1.2 Data. All data collected, created, received, maintained, or disseminated for any purposes under this Agreement is governed by Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as all other applicable state and federal law and regulations on data privacy.
- 6.1.3 Records and Reports. The books and records, including minutes and the original fully executed Agreement of the Board shall be subject to the provisions of Minn. Stat. Ch. 13. They shall be maintained at the offices of the fiscal agent or at such other location as may be designated by the Board.
- 6.1.4 Fiscal Agent. The fiscal agent will administer public funds of AMHI in accordance with law and accepted governmental accounting standards.
- 6.1.5 Bylaws. The bylaws in effect as of the effective date of this Agreement will remain in effect until such time as they may be duly modified, amended or rescinded by the Board.

## **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

- 7.1.1 **Applicability.** AMHI is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. AMHI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.
- 7.1.2 **Indemnification and Hold Harmless.** AMHI will fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or the agents of the AMHI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat. §466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minn. Stat. §471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Except as otherwise provided by law, under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Ch. 466, applicable to any third-party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim or action.

## **ARTICLE 8: TERM**

- 8.1 **Term.** This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article 1. The Agreement shall be in effect only with respect to the Parties who have approved and signed it. The Agreement shall continue until terminated in accordance with 9.1.2.

## **ARTICLE 9: WITHDRAWAL AND TERMINATION**

- 9.1.1 **Withdrawal.** Any Party wishing to withdraw from the AMHI must provide twelve months written notice in advance of the annual meeting to the Board and each of the other remaining Parties . The year of withdrawal begins on the 1st of January immediately following the Annual Meeting. During the year of withdrawal, the withdrawing Party may attend all meetings but will have no official

representation on any Board or Committee. The distribution process and procedure for any funds or assets upon withdrawal is as set forth in the bylaws which predate this Agreement.

9.1.2 Termination. This Agreement may be terminated in its entirety by the action of the governing bodies of the all of the Parties.

9.1.3 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement. Financial obligations shall continue until discharged by law, this Agreement or any other agreement. In case of termination, all unused funds and surplus property held by the AMHI shall be distributed in accordance with law or applicable contract. After the effective date of termination of this Agreement by all Parties, AMHI shall continue to exist for the limited purpose of discharging the AMHI's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

#### **ARTICLE 10: COUNTERPARTS**

10.1.1 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the fiscal host who will maintain them with the governing documents for AMHI. If the fiscal host changes, then all appropriate records will be transferred to the new fiscal host.

#### **ARTICLE 11: EFFECTIVE DATE**

11.1 The effective date of this Agreement is \_\_\_\_\_, 2018, regardless of the dates of approval or signature by the Parties.



IN WITNESS WHEREOF, Aitkin County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF AITKIN**

x \_\_\_\_\_  
Chair, County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**ATTEST:**

x \_\_\_\_\_  
County Auditor

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

x \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

IN WITNESS WHEREOF, Cass County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF CASS**

x \_\_\_\_\_  
Chair, County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**ATTEST:**

x \_\_\_\_\_  
County Auditor

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

x \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

IN WITNESS WHEREOF, Crow Wing County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF CROW WING**

x \_\_\_\_\_  
Chair, County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**ATTEST:**

x \_\_\_\_\_  
County Auditor

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

x \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

IN WITNESS WHEREOF, Morrison, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF MORRISON**

x \_\_\_\_\_  
Chair, County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**ATTEST:**

x \_\_\_\_\_  
County Auditor

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

x \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

IN WITNESS WHEREOF, Todd County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF TODD**

x \_\_\_\_\_  
Chair, County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**ATTEST:**

x \_\_\_\_\_  
County Auditor

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

x \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

IN WITNESS WHEREOF, Wadena County, by virtue of the duly authorized signatures set forth below has authorized the execution of this Agreement to be effective as of the \_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF WADENA**

x \_\_\_\_\_  
Chair, County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**ATTEST:**

x \_\_\_\_\_  
County Auditor

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

x \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
Name – **Printed**

Title \_\_\_\_\_