



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, June 17, 2025

9:00 AM

Meeting to be held in the County Board Room

at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)

Public Comment Period: 8:45 a.m.

Agenda Item #		Agenda Time:
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:02
4	Potential Consent Items	9:03
4.1	Meeting Minutes - June 3rd, 2025	
4.2	Gambling Permit - Rotary Club of Sauk Centre 08/22/2025	
4.3	Hire Camden Terwey, FT Road Deputy Start Date: TBD	
4.4	Resignation - Eligibility Worker Carrie Wiechmann 06/20/2025	
5	County Auditor-Treasurer	9:05
5.1	Commissioner Warrants	
5.2	Health & Human Services Commissioner Warrants	
5.3	Health & Human Services SSIS Warrants	
6	Public Works	9:10
6.1	Approval of MnDOT Agreement 1057245	
7	County Sheriff	9:15
7.1	Purchase 2 Chevy Tahoes for squad fleet	
8	Planning & Zoning	9:20
8.1	Smieja & Wiener request for rezoning	
8.2	Tomsche Request for CUP	
8.3	Yoder Request for CUP	
9	Solid Waste	9:25
9.1	CAP Grant Interim Financing	
9.2	Professional Services for Stormwater Permitting	
9.3	CAP Grant Change Order	
10	Health & Human Services	9:35
10.1	Agreement Between Todd County Health & Human Services and Lake Country Associates	
11	County Attorney	9:40
11.1	Assistant County Attorney Job Description	
12	Administration	9:45
12.1	Annual Service Agreement: Safe Assure	
12.2	A Resolution Expressing Concerns Regarding the U.S. Department of Homeland Security's "Sanctuary Jurisdiction" Designation for Todd County	

Standing Reports

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

Commissioners may be in the Commissioner's Board Room prior to the board meeting proceedings.

The County Board will open the meeting at the posted time and reserves the right to alter the agenda schedule for business needs.



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BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

13 Closed Session

10:00

13.1 Closed Session - Department Head Performance Evaluations

The Commissioners will hold a closed session pursuant to Minnesota Statute §13D.05 Subd. 3(a) for the purpose of evaluating the performance of an individual subject to the Board's authority.

Jackie Och, HHS Director

Adam Ossefoort, PZ/ SWCD Director

Chris Odden, County Assessor

Loren Fellbaum, County Engineer

Mitch Johnson, Facilities Manager

Chris McConn, Solid Waste Director

Mike Eberle, Solid Waste Supervisor

Peter Berscheit, Veterans Service Officer

Adjourn



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-01
Agenda Topic Title for Publication:		Meeting Minutes Approval - June 3rd, 2025
Date of Meeting: June 17 th , 2025	Agenda Time Requested:	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Minutes for the following meetings are attached: June 3 rd , 2025		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Todd County Board of Commissioner's Meeting Minutes for June 3 rd , 2025 as presented.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
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



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*Minutes of the Meeting of the Todd County Board of Commissioners held on
June 3rd, 2025*

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 3rd day of June, 2025 at 9:00 AM. The meeting was called to order by Vice-Chairperson Denny. The meeting was opened with the Pledge of Allegiance. All Commissioners were present except Commissioner Byers.

Approval of Agenda

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented with the addition of item 4.8 Authorization to Hire Public Works Summer Help – Chet Hudalla, 4.9 Hiring of Jessica Moore – Resource Conservationist and 9.1 Discussion in regards to Sanctuary County status.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for May 20th, 21st & 28th, 2025 as presented.

GAMBLING PERMIT – NWTF STRUTTIN BLACKBEARDS

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the NWTF Struttin Blackbeards through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the NWTF Struttin Blackbeards to hold a raffle event at The Charlotte Tavern in Long Prairie Township at the address 22056 US 71, Long Prairie, MN on August 15th, 2025.

Approve hire of Eli Johnson as Clerical/Records Intern at \$15 per hour for up to 640 hours not to exceed 16 weeks, which is funded through Sourcewell Grant.

Hire Ross Bollin for the part time Jailer position on a rate of pay of Grade 6 step 2 \$23.24 per hour start date TBD.

Hire Chad Lenk for the part time Deputy position on a rate of pay of Grade 10 step 1 \$28.48 per hour start date TBD.

Hire Colton Gutonkauf for the full time Deputy position on a rate of pay of Grade 10 step 1 \$28.48 per hour start date TBD.

To approve the hiring of Nathan Ruda, Seasonal Solid Waste Help at a rate of \$21.83/hour.

Approve hiring Chet Hudalla to fill the Public Works Summer Help Position with a start date to be determined.

To approve the hire of Jessica Moore, Resource Conservationist, start date TBD.

Auditor-Treasurer

On motion by Noska and second by Neumann, the following motion was introduced and adopted by unanimous rollcall vote: To approve the May 2025 Auditor Warrants number (ACH) 905043 through 905153 in the amount of \$12,830,883.55 (Manual) 1079 through 1088 in the amount of \$960,840.56 and (Regular) 244400 through 244572 in the amount of \$1,140,944.17 for a total of \$14,932,668.28.

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 403901 through 403928

in the amount of \$11,932.33 and (Regular) 58966 through 58987 in the amount of \$24,475.14 for a total of \$36,407.47.

On motion by Neumann and second by Becker, the following motion as introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 806507 through 806532 and (Regular) 713088 through 713117 for a total of \$79,286.35.

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601687 through 601697 and (Regular) 518434 through 518453 for a total amount of \$125,677.38.

Ditch/Ag Inspector

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

HOLD HARMLESS AGREEMENT – DITCH MAINTENANCE – COUNTY DITCH 32

WHEREAS, Caroline Beckman & Alison McGinnity are requesting to maintain approximately 3,440 feet of Lateral #3 on CD32 that is located on their parcels 24-0016000, 24-0016300 & 24-0016400. A Hold Harmless Agreement has been signed and submitted to the Ditch Authority, and;

WHEREAS, an onsite inspection has been done, and;

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

NOW, THEREFORE BE IT RESOLVED, the Todd County Ditch Authority gives permission to Caroline Beckman & Alison McGinnity to maintain approximately 3,440 feet of Lateral #3 on CD32 that is located on parcels 24-0016000, 24-0016300 & 24-0016400, Turtle Creek Twp section 17. This maintenance will be done on their own property and at their own expense.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: Acting as Ditch Authority, approves Central Applicators Estimate of \$2,499.16 for brush spraying of Lateral 2 on County Ditch 40.

Planning & Zoning

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: To adopt the Crow Wing River Watershed Implementation Fiscal Agent Agreement

Solid Waste

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To eliminate the Lead Equipment Operator position.

On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous vote: To allow the department to hire one FTE Truck Driver position.

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: To award the bid to Jenkins Iron in the amount of \$35,680.00.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To approve the Wasteworks software upgrade in the amount of \$31,592.29.

Administration

Discussion was held by the County Board in regards to Todd County's name listed as a Sanctuary County on a federal report. Coordinator Bauer will work with County Attorney Lindemann to draft a resolution for the board's review at the next board meeting.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported the tax settlement processes have been completed. Finance Committee meetings will begin this week.

County Attorney's Report

The County Attorney reported that they are awaiting the start of an intern in the office and staying afloat with current workload and staffing.

County Coordinator's Report

The County Coordinator reported attending the personnel, mediation, applied for a technology grant, US solar information meeting, safety and facilities meetings and also assisting with interviews.

County Commissioner's Report

The Commissioners reported on meetings and events attended.
 Commissioner Becker attended the union mediation, facility, safety, and Central EMS meetings.
 Commissioner Neumann attended the SRWD, 1W1P SR and union mediation meetings. Sympathy was extended to Commissioner Byers and his family on their recent loss.
 Commissioner Noska attended the regular scheduled meetings including union mediation.
 Commissioner Denny attended the union mediation, Personnel and regular scheduled meetings.

Recess

On motion by Noska and second by Becker, the meeting was recessed until June 17th, 2025.

AUDITOR WARRANTS

VENDOR NAME	AMOUNT
ARC ELECTRIC SERVICE	\$ 3,314.25
COBORNS INCORPORATED	\$ 2,200.00
FAMILY DEVELOPMENT RESOURCES INC	\$ 2,186.96
KUPERUS/TERRY AND GLORIA	\$ 20,952.50
LONG PRAIRIE SANITATION INC	\$ 6,196.53
PETERS LAW OFFICE, P.A.	\$ 7,775.00
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 93,473.61
STEP	\$ 11,432.93
31 PAYMENTS LESS THAN 2000	\$ 9,548.12
ANOKA CO GOVERNMENT CENTER	\$ 8,375.00



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ARNZEN CONSTRUCTION INC	\$ 12,729.00
BOULDER CREEK, INC.	\$ 136,827.08
BROWERVILLE TRUCKWASH/BIG BOYZ	\$ 3,232.93
CARD SERVICES COBORN	\$ 3,307.01
CARGILL SALT DIVISION	\$ 9,671.49
CENTRA CARE	\$ 12,714.58
COBORN INCORPORATED	\$ 2,046.00
DOHERTY STAFFING SOLUTIONS	\$ 2,156.95
FARM-RITE EQUIPMENT, INC	\$ 3,176.28
FLEET SERVICES/WEX BANK	\$ 7,791.37
G S EQUIPMENT INC	\$ 8,625.00
INNOVATIVE OFFICE SOLUTIONS, LLC	\$ 28,122.14
ITEN FUNERAL HOME	\$ 2,000.00
JOHNSON CONTROLS	\$ 2,464.89
KEYL KXDL HOTROD RADIO	\$ 2,000.00
MADDEN GALANTER HANSEN, LLP	\$ 4,058.40
MILLER EQUIPMENT & MANUFACTURING INC.	\$ 16,500.00
MINNESOTA POWER	\$ 4,196.40
MN DEPT OF FINANCE	\$ 7,903.50
MORRISON COUNTY	\$ 47,847.88
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 10,839.34
SCHUMACHER'S NURSERY & BERRY FARM	\$ 17,714.00
VERIZON	\$ 6,999.83
WINNING EDGE GRAPHICS INC	\$ 2,326.50
WONDERLICH/SCOTT A	\$ 9,450.00
73 PAYMENTS LESS THAN 2000	\$ 28,554.58
CENTERPOINT ENERGY	\$ 3,544.91
CLIFTON LARSON ALLEN, LLP	\$ 46,121.25
EBSO INC	\$ 965,184.59
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
MINNESOTA POWER	\$ 11,587.78
MINNESOTA UI	\$ 10,310.87
NORTHERN STAR COOP	\$ 2,678.80
STANTEC CONSULTING SERVICES INC	\$ 6,230.32
TODD CO AUD-TREAS	\$ 8,852.00
TODD COUNTY VETERAN'S SERVICE	\$ 7,433.42
43 PAYMENTS LESS THAN 2000	\$ 19,998.81
CENTERPOINT ENERGY	\$ 6,700.00
COLLINS BROTHERS TOWING OF ST CLOUD	\$ 2,831.00
COUNTIES PROVIDING TECHNOLOGY	\$ 8,785.00
DOHERTY STAFFING SOLUTIONS	\$ 2,273.30
ESRI	\$ 16,879.00
MARK SAND & GRAVEL CO	\$ 1,970,497.60
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 7,427.07
SIGN SOLUTIONS USA	\$ 2,291.78
27 PAYMENTS LESS THAN 2000	\$ 15,123.94
BIG SWAN LAKE IMPROVEMENT DIST.	\$ 8,450.92



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CITY OF BERTHA	\$	145,734.19
CITY OF BROWERVILLE	\$	139,084.73
CITY OF BURTRUM	\$	10,416.60
CITY OF CLARISSA	\$	98,004.73
CITY OF EAGLE BEND	\$	157,284.22
CITY OF GREY EAGLE	\$	75,768.71
CITY OF HEWITT	\$	37,776.49
CITY OF LONG PRAIRIE	\$	792,418.95
CITY OF OSAKIS	\$	131,771.56
CITY OF STAPLES	\$	481,869.49
CITY OF WEST UNION	\$	7,775.58
REGION V DEVELOPMT COMMISSION	\$	17,325.86
SAINT PAUL PORT AUTHORITY	\$	4,368.56
SAUK RIVER WATER SHED DISTRICT	\$	69,653.01
SCHOOL DISTRICT 213	\$	552,516.81
SCHOOL DISTRICT 2155	\$	3,333.28
SCHOOL DISTRICT 2170	\$	938,327.25
SCHOOL DISTRICT 2753	\$	1,552,228.13
SCHOOL DISTRICT 486	\$	356,739.98
SCHOOL DISTRICT 487	\$	5,968.22
SCHOOL DISTRICT 740	\$	60,399.47
SCHOOL DISTRICT 743	\$	862,063.23
SCHOOL DISTRICT 786	\$	369,543.52
SCHOOL DISTRICT 787	\$	941,145.80
SCHOOL DISTRICT 818	\$	37,383.34
TOWN OF BARTLETT	\$	61,989.13
TOWN OF BERTHA	\$	51,078.10
TOWN OF BIRCHDALE	\$	201,604.36
TOWN OF BRUCE	\$	126,840.80
TOWN OF BURLEENE	\$	46,691.18
TOWN OF BURNHAMVILLE	\$	108,341.10
TOWN OF EAGLE VALLEY	\$	69,593.77
TOWN OF FAWN LAKE	\$	98,514.12
TOWN OF GERMANIA	\$	52,087.34
TOWN OF GORDON	\$	126,107.14
TOWN OF GREY EAGLE	\$	138,452.34
TOWN OF HARTFORD	\$	113,030.84
TOWN OF IONA	\$	61,783.43
TOWN OF KANDOTA	\$	57,316.59
TOWN OF LESLIE	\$	99,302.86
TOWN OF LITTLE ELK	\$	51,208.62
TOWN OF LITTLE SAUK	\$	96,399.85
TOWN OF LONG PRAIRIE	\$	101,093.46
TOWN OF MORAN	\$	59,239.27
TOWN OF REYNOLDS	\$	66,552.04
TOWN OF ROUND PRAIRIE	\$	125,920.76
TOWN OF STAPLES	\$	99,565.12



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TOWN OF STOWE PRAIRIE	\$	64,108.38
TOWN OF TURTLE CREEK	\$	44,198.38
TOWN OF VILLARD	\$	89,925.72
TOWN OF WARD	\$	84,286.46
TOWN OF WEST UNION	\$	70,706.63
TOWN OF WYKEHAM	\$	70,745.89
4 PAYMENTS LESS THAN 2000	\$	2,329.92
MN DEPT OF REVENUE	\$	3,010.00
MN DEPT OF REVENUE	\$	54,430.34
US BANK	\$	19,488.57
MN DEPT OF REVENUE	\$	878,019.78
7 WARRANTS LESS THAN 2000	\$	5,891.87
TOTAL:	\$	14,932,668.28

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
EAGLE BEND WELDING	\$ 6,180.10
NORTHSTAR PLUMBING, HEATING AND AIR	\$ 4,776.38
STANTEC CONSULTING SERVICES INC	\$ 11,430.58
47 PAYMENTS LESS THAN 2000	\$ 14,020.41
Total:	\$ 36,407.47

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
5 PAYMENTS LESS THAN 2000	\$ 2,574.71
DHS - SWIFT	\$ 21,266.47
FRESHWATER EDUCATION DISTRICT 6004	\$ 18,329.00
TODD COUNTY AUDITOR TREASURER	\$ 15,096.10
TRAFERA LLC	\$ 2,740.00
47 PAYMENTS LESS THAN 2000	\$ 19,280.07
Total:	\$ 79,286.35

VENDOR NAME	AMOUNT
# 16095	\$ 3,160.19
GERARD TREATMENT PROGRAMS	\$ 9,169.80
GREATER MN FAMILY SRVS INC	\$ 43,044.85
# 17892	\$ 3,113.99
NORTH HOMES CHILDREN & FAMILY SRVS	\$ 50,572.42
TRI-COUNTY COMMUNITY CORRECTIONS	\$ 5,354.15
25 PAYMENTS LESS THAN 2000	\$ 11,261.98
Total:	\$ 125,677.38



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20250617-02
Agenda Topic Title for Publication:		Gambling Permit - Rotary Club of Sauk Centre
Date of Meeting: June 17, 2025	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☐		
Application has been filed in the Auditor-Treasurer's Office.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve a gambling permit for the Rotary Club of Sauk Centre to hold a raffle event at the Greystone Golf Club in Kandota Township at the address of 10548 Andrews Drive, Sauk Centre, MN on August 22 nd , 2025.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
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



GAMBLING PERMIT – ROTARY CLUB OF SAUK CENTRE

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

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Rotary Club of Sauk Centre to hold a raffle event at the Greystone Golf Club in Kandota Township at the address 10548 Andrews Drive, Sauk Centre, MN on August 22nd, 2025.



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-03
Agenda Topic Title for Publication:		Hire Camden Terwey FT Deputy
Date of Meeting: 06/17/2025	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
Hire Camden Terwey for the full time Deputy start date TBD. An interview process was completed, Camden Terwey was selected as the best candidate for the position. Terwey's pay will be Grade 10 step 1 \$28.48 per hour.		
Options:		
1- Hire Camden Terwey for the FT Deputy position.		
2- Do not hire Camden Terwey for the FT Deputy position.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Camden Terwey for the full time Deputy position on a rate of pay of Grade 10 step 1 \$28.48 per hour start date TBD.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-04
Agenda Topic Title for Publication:	Resignation - Eligibility Worker Carrie Wiechmann	
Date of Meeting: 6/17/2025	Agenda Time Requested: 5 min	☒ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och (consent item)		
Background: Supporting Documentation enclosed ☐		
Carrie Wiechmann has resigned from her position as Eligibility Worker in the Financial Support Services Unit, effective June 20 th , 2025.		
Options:		
1. Approve the resignation of Eligibility Worker Carrie Wiechmann, effective June 20 th , 2025.		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the resignation of Eligibility Worker Carrie Wiechmann, effective June 20 th , 2025.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s): 11- Social Services	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-05
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: June 17th, 2025	Agenda Time Requested: 2 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printout has been sent to the Commissioners and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Commissioner Warrants number (ACH) 403929 through 403950 in the amount of \$48,941.87 and (Regular) 58988 through 59020 in the amount of \$44,822.43 for a total of \$93,764.30.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

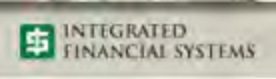
STATE OF MINNESOTA}

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 ****
WARRANTS FOR PUBLICATION



Cutoff 2000
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION
Warrants Approved On 6/17/2025 For Payment 6/20/2025

<u>Vendor Name</u>	<u>Amount</u>
CHAMBERLAIN OIL COMPANY	2,735.26
EMERGENCY AUTOMOTIVE TECHNOLOGIE	2,557.22
LAKES AREA BLASTING	15,760.00
LONG PRAIRIE LEADER	3,015.00
LONG PRAIRIE OIL COMPANY	5,306.58
MENCH/JAMES	4,375.00
METAL CULVERTS INC.	28,265.60
NOW MICRO INC	9,936.00
SALAM INTERNATIONAL, INC	2,242.20
46 Payments less than 2000	19,571.44
Final Total:	93,764.30



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-06
Agenda Topic Title for Publication:	Health & Human Services Commissioner Warrants	
Date of Meeting: June 17 th , 2025	Agenda Time Requested: 2 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services Commissioner Warrants number (ACH) 806533 through 806587 and (Regular) 713118 through 713168 for a total of \$145,661.80.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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

ADRIANA

6/11/25 2:11PM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 6/17/2025 For Payment 6/20/2025

<u>Vendor Name</u>	<u>Amount</u>
AMAZON CAPITAL SERVICES	2,167.17
DHS - SWIFT	51,405.97
NOW MICRO INC	2,484.00
PETERSON/JENA	3,810.00
6 Payments less than 2000	2,357.49
Final Total:	62,224.63

Warrants for Publication

Approval Date

6/17/2025

Payment Date

6/20/2025

Vendor name or #

Amount

V# 15231 - Cost Eff Health Ins	\$ 2,493.84
V# 16675 - Cost Eff Health Ins	\$ 4,346.28
Amazon Captial Services	\$ 2,750.68
Rural MN CEP Inc	\$ 20,284.93
Morries Electronics Inc	\$ 3,112.84
USPS-POC	\$ 5,820.00
90 Payments less than 2000	\$ 44,628.60

Final Total

\$83,437.17



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-07
Agenda Topic Title for Publication:		Health & Human Services SSIS Warrants
Date of Meeting: June 17 th , 2025	Agenda Time Requested: 2 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed ☒		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services SSIS Warrants number (ACH) 601698 through 601714 and (Regular) 518454 through 518478 for a total amount of \$110,253.89.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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

Payment Date:

6/20/2025

Approval Date:

6/17/2025

Vendor name or #

Amount

180 DEGREES INC	9059.68	
# 17598	4189.03	Foster care provider
GERARD TREATMENT PROGRAMS	9475.46	
HEARTLAND GIRLS RANCH	22278.46	
LUTHERAN SOCIAL SERVICE OF MN	3059.15	
GUARDIANSHIP OPTIONS - ST PAUL		
RESOURCE TRAINING AND SOLUTIONS	2470.00	
STEP	10217.59	
# 16359	2087.54	Foster care provider
# 17734	2929.50	Foster care provider
VALLEY LAKE BOYS HOME INC	10168.00	
WEST CENTRAL REG JUVENILE CTR	18298.00	
	\$16,021.48	31 Pymts less than \$2000

Final Total

\$110,253.89



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20250617-08
Agenda Topic Title for Publication:		Approval of MnDOT Agreement 1057245
Date of Meeting: 06/17/2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
Background: Supporting Documentation enclosed ☒		
Requesting approval of attached MnDOT Agreement 1057245, which is a State of Minnesota Agreement for the bridge bond fund grant for the bridge replacement project on 171 st Avenue over the Sauk River in West Union and Kandota Townships known as SAP 077-599-065.		
Options:		
#1 Approve attached resolution and agreement.		
#2 Do not approve attached resolution and agreement.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve attached Resolution for Local Bridge Replacement Program Grant Agreement 1057425 Grant Terms and Conditions SAP 077-599-065.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 185,010.25 Funding Source(s): 2023 LBRP Funds (SAAS Acct 379) - Construction	☒ Yes ☐ No	
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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



**LOCAL BRIDGE REPLACEMENT PROGRAM GRANT AGREEMENT 1057425
GRANT TERMS AND CONDITIONS
SAP 077-599-065**

WHEREAS, Todd County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge #77J93, and;

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available, and;

WHEREAS, the amount of the grant has been determined to be \$185,010.25 by reason of the lowest responsible bid.

NOW, THEREFORE BE IT RESOLVED, be it resolved that Todd County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The Todd County Board Chairperson and Todd County Auditor/Treasurer are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

Todd County
44 Riverside Drive
Long Prairie, MN 56347
Contact: Loren Fellbaum, Todd County Engineer

RECITALS

1. Minnesota Statutes § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. General Funds were appropriated for the Local Bridge Replacement Program in Minnesota Laws 2023, Chapter 68-H.F. 2887.
3. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$185,010.25**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Loren Fellbaum, Todd County Engineer
44 Riverside Drive
Long Prairie, MN 56347
320-732-2722
loren.fellbaum@co.todd.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention

requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate,

either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas

of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
2023 LBRP General Fund Grant, SAAS Acct 379	\$185,010.25	General Fund Grant Funds:	
Other:		Bridge Construction	\$185,010.25
	\$		
	\$		
	\$		
Subtotal	\$185,010.25	Subtotal	\$185,010.25
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LBRP General Fund	
Local Match	\$20,000.00	Grant Funds:	
Other:		Bridge Construction	\$282,828.00
Regular Town Bridge Funds (SAAS Acct 76)	\$332,828.00	Engineering	\$70,000.00
Subtotal	\$352,828.00	Subtotal	\$352,828.00
TOTAL FUNDS	\$537,838.25	= TOTAL PROJECT COSTS	\$537,838.25

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

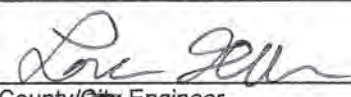
Identification	Project Number	SAP 077-599-065	Old Bridge Number	L9172
	New Bridge No.	77J93	Over	Sauk River
	County of	Todd	Road or Street No.	Twp. 222
	Township of	Kandota	Road or Street Name	171st Ave.
	Municipality of	n/a	Proposed Const Year	2025
	Does the municipality have a population of 5,000 or less? ☒ Yes ☐ No			
Eligibility	Local Bridge Planning Index (LPI) <u>51</u>			
	NBI Appraisal Ratings: Deck Geometry <u>6</u> Approach Roadway <u>8</u> Waterway Adequacy <u>8</u>			
	Date of Council/Board action prioritizing this bridge <u>12/07/2023</u>			
	Is this a road-in-lieu of bridge project? ☐ Yes ☒ No			
Prioritization	How many people are affected by this deficiency? <u>100</u> What is the ADT on this bridge? <u><50</u>			
	Describe the economic importance of replacing this bridge.			
	Existing Bridge L9172 is in poor condition and is load posted. 171st Ave. is commonly used for passenger vehicles and important farm to market route over the Sauk River. Replacing the existing bridge will create a safe and fully functioning crossing that meets design standards.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ☒ No			
	(Attach additional sheets for explanation if necessary)			
Cost Estimate	Is the township net tax capacity less than \$300,000? ☐ Yes ☒ No			
	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ☒ No			
	National Register of Historic Places link here: http://www.nps.gov/history/nr/research/			
		Eligible Amount		Ineligible Amount
	Structure Costs	\$ 520,000	\$	
Approach Costs	\$ 50,000	\$ 10,000		
Engineering Costs	\$ 60,000	\$ 10,000		
Total Costs	\$ 630,000	\$ 20,000		
Total Project Cost		\$ 650,000		
DSAE	 County/City Engineer			
	Date <u>05-24-2024</u>			
Approval	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace <u>X</u>	Defer _____	Andjela Tomovic	
			Digitally signed by Andjela Tomovic Date: 2024.06.10 09:56:19 -05'00'	
	District State Aid Engineer Signature			Date
	STATE AID USE ONLY	Federal-Aid	\$	
		State-Aid	\$	
		Local/Other	\$	
	Town Bridge	\$		
	Unallocated Town Bridge	\$		
	State Bridge Funds	\$		
	Total	\$		

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-09
Agenda Topic Title for Publication:		Purchase 2 Chevy Tahoes for squad fleet
Date of Meeting: 06/17/2025		Agenda Time Requested: 5 minutes ☐ Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed ☐		
The Sheriff's Office is in need of 2 vehicles for our squad fleet. After looking at options the purchase of 2 2025 Chevy Tahoe's best fits our needs. The price of the Tahoe's will be \$53,490.28 with the state bid for a total of \$106,980.56.		
Options:		
1- Approve the vehicle purchase		
2- Do not approve the vehicle purchase		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the purchase of 2 2025 Chevy Tahoe's from North Country GM of Hibbing for the total cost of \$106,980.56.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☒ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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



1502 E. Howard St.
HIBBING, MN 55746
218-263-7578

DEAL# 3000490
CUST# 123664

Stock #: **93420** Date: **06/11/2025** Salesperson: **ROBERT OHARA**
Buyer Name: (Last) **TODD COUNTY SHERIFF DEPARTMENT** (First) **N/A** (Middle) **N/A**
Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
Address: **115 3RD AVE S** City: **LONG PRAIRIE** State: **MN** County: _____ Zip: **56347**
Home Phone: **(320) 732-2157** Bus Phone: **(320) 732-2157** Buyer DOB: _____ Co-Buyer DOB: **N/A**
Buyer D.L. #: **N/A** Co-Buyer D.L. #: **N/A**
Buyers Insurance Co./Policy #: _____

PLEASE ENTER MY ORDER FOR: New ☒ Used ☐ Demo ☐ Lien Holder ☐				Address N/A			
YEAR 2025	MAKE CHEVROLET	MODEL TAHOE	BODY SPORT UTILITY	TRANSMISSION	COLOR SUMMIT WHITE	INTERIOR N/A	
VIN # 1GNS6UEF1SR303420	LIC. #			TAB EXP. DATE	STATE N/A	MILEAGE 5	
Buyer Email:				CASH PRICE OF VEHICLE		53,490.28	
Co Buyer Email: N/A				FREIGHT		N/A	
				DEALER INSTALLED OPTIONS:		N/A	
				N/A		N/A	
				N/A		N/A	
				N/A		N/A	
				N/A		N/A	
				CASH PRICE LESS REBATES		53,490.28	
				N/A		N/A	
				N/A		N/A	
				N/A		N/A	
				PO: PO# LETTER		TOTAL 53,490.28	
				REGISTRATION TAX	0.00	LESS TRADE-IN ALLOWANCE (-)	N/A
				PLATE FEE	N/A	TRADE DIFFERENCE	53,490.28
				PUBLIC SAFETY VEHICLE FEE	N/A		
				TRANSFER TAX	N/A	MOTOR VEHICLE SALES TAX	0.00
				TITLE/TRANSFER FEE	N/A		53.4
				STATE/DEPUTY FILING FEE	0.00	SERVICE CONTRACT	N/A
				LIEN RECORDING FEE	N/A	MAINTENANCE CONTRACT	N/A
				WHEELAGE TAX	N/A	OTHER STATE & LOCAL SALES TAXES	0.00
				TRANSIT TAX	N/A		N/A
					N/A	DOCUMENT ADMINISTRATION FEE	N/A
					N/A	OPTIONAL ELECTRONIC TRANSFER FEE	53
				TOTAL LICENSE & FEES		N/A	
				SUBTOTAL		53,490.28	
				LESS AMOUNT SUBMITTED WITH ORDER (-)		0.00	
				PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)		53.4	
				TOTAL AMOUNT DUE ON DELIVERY		53,490.28	

TRADE-IN DATA

YEAR	MAKE	MODEL	BODY STYLE
N/A	N/A	N/A	N/A
VIN #	COLOR		
N/A	N/A		
LIEN HOLDER'S NAME	ADDRESS		
N/A	N/A		
LICENSE PLATE #	LICENSE STATE	EXP. DATE	TRANSMISSION
N/A	N/A	N/A	N/A

DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES ☐ NO ☐
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES ☐ NO ☐

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply.

The two pages of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted ☒ _____

☒ _____
Buyer's Signature Accepting Terms of Contract

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

1. Definitions: As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment for the VEHICLE.

2. Purpose: By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the Manufacturer, I agree to deliver the vehicle to YOU.

3. Price Changes by the Manufacturer: The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges to ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any downpayment YOU have made. If I have not already sold the Trade-In (See Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.

4. Trade-In: If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash downpayment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.

When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.

5. YOUR Refusal to Take Delivery: Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash downpayment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME when YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failing to perform YOUR obligations under this CONTRACT.

6. Design Changes by the Manufacturer: The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.

7. Delays in Delivery: I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.

8. Taxes: The price of the VEHICLE does not include federal or state taxes or any other tax or governmental fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.

9. Pollution Control Certification: I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been removed, altered or rendered inoperative.

10. New VEHICLE Disclaimer of Warranties: If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.

11. Used VEHICLE Disclaimer of Warranties: Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.

12. Dealer Warranty or Service Contract: If I give a warranty on a used VEHICLE or YOU and I enter into an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.

13. Used VEHICLE Window Sticker Form: If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale. [La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier previsión que establezca lo contrario y que aparezca en el contrato de venta.]



1502 E. Howard St.
HIBBING, MN 55746
218-263-7578

DEAL# 3000491

CUST# 123664

Stock #: 93457

Date: 06/11/2025

Salesperson: ROBERT OHARA

Buyer Name: (Last) TODD COUNTY SHERIFF DEPARTMENT

(First) N/A

(Middle) N/A

Co-Buyer Name: (Last)

(First)

(Middle)

Address: 115 3RD AVE S

City: LONG PRAIRIE

State: MN

County:

Zip: 56347

Home Phone: (320) 732-2157

Bus Phone: (320) 732-2157

Buyer DOB:

Co-Buyer DOB: N/A

Buyer D.L. #: N/A

Co-Buyer D.L. #: N/A

Buyers Insurance Co./Policy #:

PLEASE ENTER MY ORDER FOR:

New ☒

Used ☐

Demo ☐

Lien Holder

Address N/A

YEAR 2025	MAKE CHEVROLET	MODEL TAHOE	BODY SPORT UTILITY	TRANSMISSION	COLOR SUMMIT WHITE	INTERIOR N/A	
VIN # 1GNS6UJED2SR303457	LIC. #		TAB EXP. DATE		STATE N/A	MILEAGE 10	
Buyer Email:			CASH PRICE OF VEHICLE			53,490.28	
Co Buyer Email: N/A			FREIGHT			N/A	
			DEALER INSTALLED OPTIONS:				
			N/A			N/A	
			N/A			N/A	
			N/A			N/A	
			N/A			N/A	
			CASH PRICE LESS REBATES			53,490.28	
			N/A			N/A	
			N/A			N/A	
			N/A			N/A	
			PO: PO# LETTER			TOTAL 53,490.28	
			REGISTRATION TAX	0.00	LESS TRADE-IN ALLOWANCE (-)	N/A	
			PLATE FEE	N/A	TRADE DIFFERENCE	53,490.28	
			PUBLIC SAFETY VEHICLE FEE	N/A		N/A	
			TRANSFER TAX	N/A	MOTOR VEHICLE SALES TAX	10 0.00	
			TITLE/TRANSFER FEE	N/A	N/A	53 N/A	
			STATE/DEPUTY FILING FEE	0.00	SERVICE CONTRACT	DEAL# 3000 N/A	
			LIEN RECORDING FEE	N/A	MAINTENANCE CONTRACT	DEAL# 3000 N/A	
			WHEELAGE TAX	N/A	OTHER STATE & LOCAL SALES TAXES	0.00	
			TRANSIT TAX	N/A	N/A	N/A	
				N/A	DOCUMENT ADMINISTRATION FEE	N/A	
				N/A	OPTIONAL ELECTRONIC TRANSFER FEE	53.5 N/A	
TRADE-IN DATA			TOTAL LICENSE & FEES			N/A	
YEAR N/A	MAKE N/A	MODEL N/A	BODY STYLE N/A	COLOR			
VIN # N/A							
LIEN HOLDER'S NAME N/A							
ADDRESS N/A							
LICENSE PLATE # N/A	LICENSE STATE N/A	EXP. DATE N/A					
MILEAGE NOW N/A	TRANSMISSION N/A						
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY?			YES ☐	NO ☐			
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION?			YES ☐	NO ☐			
Dealer's Disclaimer of Warranty Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. Important: A manufacturer warranty may apply.			SUBTOTAL			53,490.28	
			LESS AMOUNT SUBMITTED WITH ORDER (-)			0.00	
			PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)			53.5	N/A
			TOTAL AMOUNT DUE ON DELIVERY			53,490.28	

The two pages of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted: ☒

☒

Buyer's Signature Accepting Terms of Contract

PAGE 1/2

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

- 1. Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment for the VEHICLE.
- 2. Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order it from the Manufacturer. After receiving the VEHICLE from the Manufacturer, I agree to deliver the vehicle to YOU.
- 3. Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges to ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any downpayment YOU have made. If I have not already sold the Trade-In (See Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
- 4. Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash downpayment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise required by law.
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
- 5. YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash downpayment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME when YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failing to perform YOUR obligations under this CONTRACT.
- 6. Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
- 7. Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
- 8. Taxes:** The price of the VEHICLE does not include federal or state taxes or any other tax or governmental fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.
- 9. Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been removed, altered or rendered inoperative.
- 10. New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
- 11. Used VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.
- 12. Dealer Warranty or Service Contract:** If I give a warranty on a used VEHICLE or YOU and I enter into an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
- 13. Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale. [La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier previsión que establezca lo contrario y que aparezca en el contrato de venta.]



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-10
Agenda Topic Title for Publication:		Smieja & Wiener request for rezoning
Date of Meeting: 6/17/2025	Agenda Time Requested: 3	☐ Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed ☒		
An application for rezoning of parcels 21-0018900, 21-0018909, and a portion of 21-0018908 (SW 1/4 of the NE 1/4 & NW 1/4 of the SE 1/4, Section 18, Round Prairie TWP) was submitted on April 22, 2025. The request is to rezone this area from R-2 to AF-1. The application was reviewed by the Planning Commission during the June 5 th public hearing. The final recommendation from the Planning Commission was to grant the rezone with the condition below.		
Options:		
1. Grant the rezone 2. Deny the rezone 3. Remand back to the Planning Commission		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Adopt the findings of the Planning Commission and grant the rezoning of the identified parcels from R-2 to AF-1 with the following condition. 1. Establishment of a feedlot shall require registering with the County Feedlot Program.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

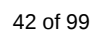
Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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



ZONING AMENDMENT PROCEEDINGS

(REZONE)

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Angelo and Marjorie Smieja
Mailing Address: 23465 Ellis Court
Long Prairie, MN 56347

Property Owner: Angelo F. Smieja and Marjorie A. Smieja
Site Address: 23465 Ellis Court, Long Prairie, MN 56347
Parcel Number: 21-0018900, 21-0018909

Property Owner: Jacob B. Wiener and Amy L. Wiener
Site Address: 23468 Ellis Court, Long Prairie, MN 56347
Parcel Number: 21-0018908

REQUEST: Request to amend the Zoning District of R-2 Zoning to AF-1 Zoning District for Ag use.

The above entitled matter was heard before the Todd County Planning Commission on the 5th day of June, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property/properties:

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Rezoning request # ReZone-2025-05 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Establishment of a feedlot shall require registering with the County Feedlot Program.

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

**STATE OF MINNESOTA
COUNTY OF TODD**

**OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE**

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

Activities granted by a Conditional Use Permit expire and are considered invalid unless they are substantially completed within thirty-six months of the date the conditional use permit is granted by the Board of Commissioners. Section 5.05M Todd County Ordinance.

21.56 Acre Tract

That part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 18, Township 128 North, Range 33 West, Todd County, Minnesota, described as follows:

Commencing at the east quarter corner of said Section 18;

thence South 89 degrees 06 minutes 20 seconds West, assumed bearing along the east-west quarter line of said Section 18, a distance of 1909.75 feet to the point of beginning of the land to be described;

thence North 14 degrees 51 minutes 20 seconds East 584.00 feet;

thence North 03 degrees 43 minutes 20 seconds East 98.14 feet to the southerly most corner of the plat of DISMAS ACRES, according to the recorded plat thereof;

thence North 43 degrees 04 minutes 21 seconds West, along the southerly line of said DISMAS ACRES, 672.06 feet;

thence North 15 degrees 23 minutes 24 seconds West, along said southerly line of DISMAS ACRES, 171.04 feet to a point on a 70.00 foot radius curve, which center of circle bears South 89 degrees 03 minutes 46 seconds West from said point, said curve also being said southerly line of DISMAS ACRES;

thence southwesterly, along said curve and along said southerly line of DISMAS ACRES, central angle 151 degrees 52 minutes 22 seconds, 185.55 feet;

thence South 89 degrees 03 minutes 46 seconds West, not tangent and along said southerly line of DISMAS ACRES, 273.31 feet to the west line of aforesaid Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$);

thence South 00 degrees 30 minutes 31 seconds East, along said west line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), a distance of 1290.25 feet to the center of aforesaid Section 18;

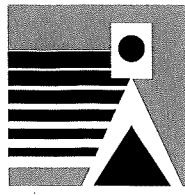
thence North 89 degrees 06 minutes 20 seconds East, along aforesaid east-west quarter line of Section 18, a distance of 741.34 feet to the point of beginning.

The tract contains 21.56 acres more or less, subject to any easements of record.

40.27 Acre Tract

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, Township 128 North, Range 33 West, Todd County, Minnesota.

The tract contains 40.27 acres more or less, subject to any easements of record.



Nyberg
SURVEYING

That part of Lot 4, Block one,
DISMAS ACRES lying within
the SW¹/₄ NE¹/₄ of Section 18,
Township 128 North, Range 33 West,
Todd County, Minnesota

320-762-4111

www.nybergsurveying.com



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250617-11
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Tomsche Request for CUP
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Date of Meeting: 6-17-2025	Agenda Time Requested: 5	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
--

An application for CUP to expand an existing feedlot on parcels 03-0018600 and 03-0018602 (Birchdale TWP) from 960 animal units to 992 animal units was submitted on May 5th, 2025. The application was reviewed by the Planning Commission during the June 5th public hearing. The final recommendation from the Planning Commission was to grant the CUP with the conditions identified below.

Options:

1. Grant the CUP with the proposed conditions.
2. Develop findings and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the conditions below.

1. Issuance of an Interim Permit from the County Feedlot Program and correction of non-compliances shall be completed prior to stocking of additional animal units.
2. Expansion to the existing liquid manure storage area shall consist of no less than 12 months storage.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.
4. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
5. Open lots north of component 3 will remain in nonuse until further permitting is acquired.
6. Permits for construction will be issued following a receipt of acknowledgement by the DNR that the Livestock Appropriations Permit has been updated or covers the proposed numbers.
7. Applicant must abide by all other applicable federal, state, and local standards.

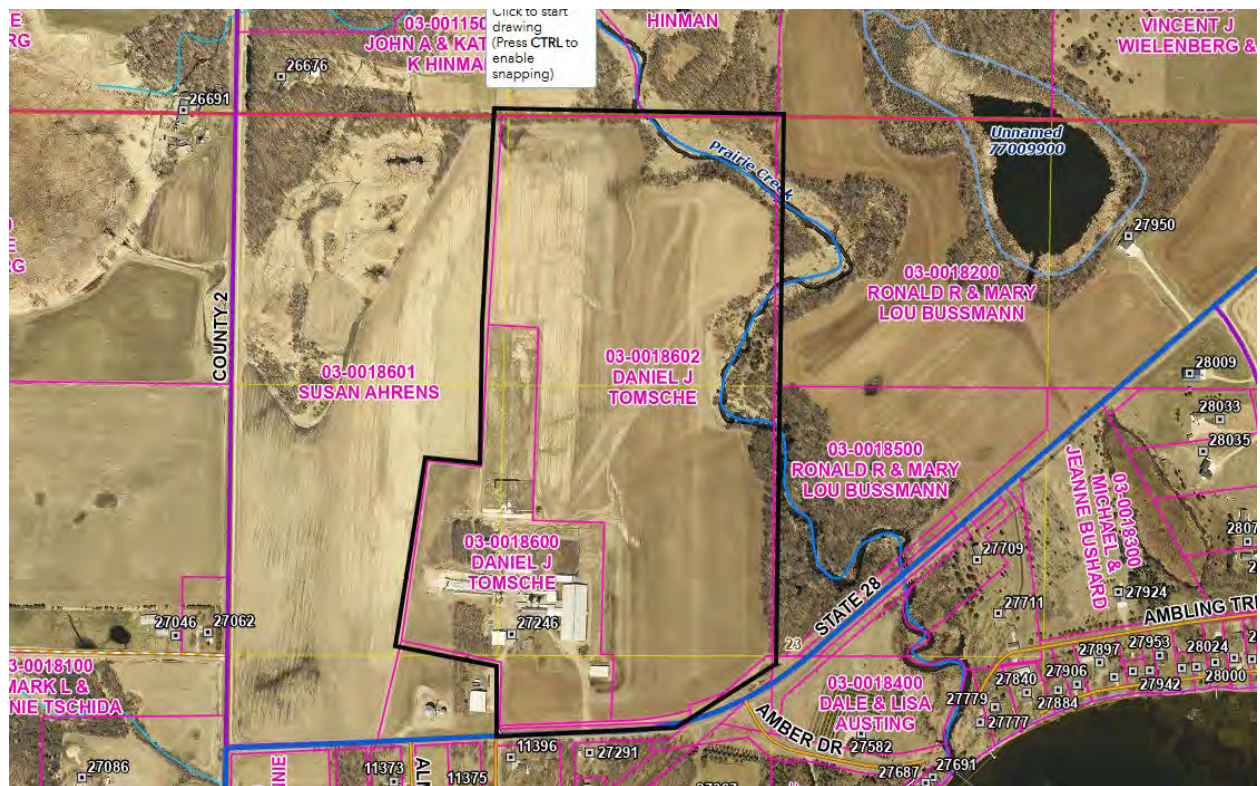
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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:



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Daniel J. Tomsche, Trustee of the Daniel J. Tomsche Revocable Trust
under agreement dated October 13, 2017

Mailing Address: 304 Golf View Drive
Albany, MN 56307

Property Owner: Ronald R. Bussmann and Mary Lou Bussmann

Mailing Address: 27950 State Hwy 28, Grey Eagle, MN 56336
Osakis, MN 56360

Site Address: 27246 State 28, Grey Eagle, MN 56336

Parcel Number: 03-0018600 & 03-0018602

REQUEST: Request for CUP to construct a 276' X 128' total confinement barn for 350 head of dairy cows >1000 lbs. and add a 5.2M gallon, HDPE lined earthen basin for manure storage. Animal Units will increase from 960 AU to 992 AU in AF-1 and RT Zoning Districts

The above entitled matter was heard before the Todd County Planning Commission on the 5th day of June, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

See Exhibit "A"

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2025-010 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Issuance of an Interim Permit from the County Feedlot Program and correction of non-compliances shall be completed prior to stocking of additional animal units.
2. Expansion to the existing liquid manure storage area shall consist of no less than 12 months storage.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.

4. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
5. Open lots north of component 3 will remain in nonuse until further permitting is acquired.
6. Permits for construction will be issued following a receipt of acknowledgement by the DNR that the Livestock Appropriations Permit has been updated or covers the proposed numbers.
7. Applicant must abide by all other applicable federal, state, and local standards.

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

Activities granted by a Conditional Use Permit expire and are considered invalid unless they are substantially completed within thirty-six months of the date the conditional use permit is granted by the Board of Commissioners. Section 5.05M Todd County Ordinance.

EXHIBIT "A"
Legal Description

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota, lying northerly and easterly of a line described as follows:

Commencing at the northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the north line of said NW1/4, a distance of 1,309.45 feet to the point of beginning of said line to be described; thence South 03° 35' 49" West, 1,026.42 feet; thence South 86° 45' 56" East, 247.15 feet; thence South 01° 41' 46" West, 943.39 feet; thence South 88° 22' 02" East, 352.28 feet; thence South 01° 20' 25" West, 644.84 feet; thence South 87° 54' 04" East, 62.28 feet; thence South 02° 05' 56" West, 324.75 feet to the northerly line of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota; thence North 87° 42' 38" East along said northerly line, 63.50 feet to the beginning of a curve tangent to said line; thence easterly a distance of 330.44 feet to the west line of said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 77-23 and along said northerly line and along said curve concave to the north, having a radius of 1,382.39 feet and a central angle of 13° 41' 44"; thence North 15° 59' 07" West along said west line, 25.00 feet to the beginning of a curve concave to the north having a radius of 1,357.39 feet and a central angle of 7° 57' 31" and to the northwesterly line of said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 77-23; thence easterly and northeasterly along said curve and along said northwesterly line, 188.55 feet; thence North 49° 14' 48" East along said northwesterly line, 269.85 feet to the north line of said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 77-23; thence South 89° 56' 53" East along said north line, 27.82 feet to the southeast corner of said NW1/4, as monumented and said line there terminating.
Parcel No. 03-0018602

AND

That part of the NW1/4 and that part of the SW1/4 of Section 23, Township 127 North, Range 33 West, Todd County, Minnesota described as follows: Commencing at the northwest corner of said Section 23; thence South 89° 45' 16" East, assumed bearing, along the north line of said NW1/4, a distance of 1,309.45 feet; thence South 03° 35' 49" West, 1,026.42 feet to the point of beginning of the land to be described;
thence South 86° 45' 56" East, 247.15 feet;
thence South 01° 41' 46" West, 943.39 feet;
thence South 88° 22' 02" East, 352.28 feet;
thence South 01° 20' 25" West, 644.84 feet;
thence South 87° 54' 04" East, 62.28 feet;
thence South 02° 05' 56" West, 324.75 feet to the northerly line of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 77-23, according to the recorded plat thereof on file and of record in the office of the County Recorder, Todd County, Minnesota;
thence South 87° 42' 38" West along said northerly line, 548.92 feet to the northwesterly corner of said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 77-23;

thence North 01° 33' 09" East, 310.32 feet;
thence North 77° 52' 54" West, 502.64 feet;
thence North 08° 21' 01" East, 888.67 feet;
thence South 83° 47' 22" East, 265.05 feet;
thence North 02° 42' 00" East, 694.87 feet to the point of beginning.
Parcel No. 03-0018600

Abstract property.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250617-12
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Yoder Request for CUP
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Date of Meeting: 6/17/2025	Agenda Time Requested: 3	☐ Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning
--

Person Presenting Topic at Meeting: Adam Ossefoort
--

Background: Supporting Documentation enclosed ☒
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An application for CUP to establish a wood working business on parcel 01-0011100 (Bartlett TWP) was submitted on May 7th, 2025. The application was reviewed by the Planning Commission during the June 5th public hearing. The final recommendation from the Planning Commission was to grant the CUP with the conditions below.

Options:

1. Grant the CUP with the proposed conditions.
2. Develop findings and deny the CUP.
3. Remand back to the Planning Commission for further consideration.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Adopt the findings of the Planning Commission and grant the CUP with the following conditions.

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. There shall be no loading or unloading of materials within the road right of way.
3. Applicant shall abide by all other applicable federal, state, and local standards

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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



CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Emanuel Yoder and Ella Yoder
Mailing Address: 20835 Co Rd 24
Bertha, MN 56434

Property Owner: Ervin Krosch and Bernice Krosch
Mailing Address: 509 E 9th Street
Morris, MN 56267

Site Address: 49475 Thorn Apple Road, Aldrich, MN 56434
Parcel Number: 01-0011100

REQUEST: Request to Operate a Wood Working Business in AF-2 Zoning District.

The above entitled matter was heard before the Todd County Planning Commission on the 5th day of June, 2025 on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

The Southwest Quarter of the Northwest (SW ¼ NW ¼) of Section Eleven (11), Township One Hundred Thirty-three (133) North, Range Thirty-four (34) West of the Fifth Principal Meridian, Todd County, Minnesota;

Together with all hereditaments and appurtenances belonging thereto (the Property).

Record this document in: X abstract records torrens records.

IT IS ORDERED that the Conditional Use # CUP-2025-011 be (granted, ~~denied~~) as upon the following conditions, changes or reasons:

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. There shall be no loading or unloading of materials within the road right of way.
3. Applicant shall abide by all other applicable federal, state, and local standards

Todd County Board of Commissioners
Bob Byers, Chairperson

Date

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

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

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

Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: _____
Date

Activities granted by a Conditional Use Permit expire and are considered invalid unless they are substantially completed within thirty-six months of the date the conditional use permit is granted by the Board of Commissioners. Section 5.05M Todd County Ordinance.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☒ Resolution ☐ Other	20250617-13
Agenda Topic Title for Publication:		CAP Grant Interim Financing
Date of Meeting: June 17, 2025	Agenda Time Requested: 10 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste Department		
Person Presenting Topic at Meeting: Chris McConn and Mike Eberle		
Background: Supporting Documentation enclosed ☒		
Currently, the State of Minnesota has paid all reimbursement requests related to the \$4 million CAP Grant. However, a grant agreement for the remaining \$2.795 million of funding provided through the states budget (non-bond dollars) has not been provided or executed. On June 6, 2025, the Solid Waste Department received both progressive estimates 13 and 14 for an aggregate amount due of \$1,497,206.58 (attached). At the Board's May 20, 2025 board meeting, the Board tabled the department's request for interim financing.		
Options:		
1. County Board resolves to provide interim funding, if needed.		
2. Do nothing. If funds run out, County will be charged interest and potentially consider being in default on the contract.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To adopt the attached Resolution for 2025 Todd County Interim Financing for CAP Grant Project and Transfer of Funds Authorization.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$2.795 million Funding Source(s): General Fund	☐ Yes ☒ No	Temporary or interim financing only
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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



2025 TODD COUNTY INTERIM FINANCING FOR CAP GRANT PROJECT AND TRANSFER OF FUNDS AUTHORIZATION

WHEREAS, Todd County received a \$4,000,000 Capital Assistance Program (CAP) grant through the Minnesota Pollution Control Agency (MPCA) and \$2,795,000 from the Minnesota General Fund to construct a new Transfer Station Building, Scale house and associated exterior improvements at the existing Transfer Station Facility in Browerville (Project), and;

WHEREAS, on March 19, 2024 the Todd County Board of Commissioners approved financing for the project whereby the total project budget was established at \$10,197,156.43. Local match (Todd County, including solid waste department) funding was set at \$3,402,156.43. This includes funding from ARP and Solid Waste Department with a loan from the General Fund.

WHEREAS, Todd County awarded the majority of the work (less equipment, engineering, etc.) in the Project to Hy-Tec Construction on March 19, 2024. The work awarded to Hy-Tec has a substantial completion date of September 20, 2025.

WHEREAS, The State of Minnesota entered into an Agreement with Todd County effective December 31, 2021 for the \$4,000,000 CAP Grant. These funds have all been reimbursed to Todd County for work completed.

WHEREAS, The MPCA and State of Minnesota have not prepared a grant agreement for the additional \$2,795,000 committed by the State Legislature. State of Minnesota staff have indicated that the money can remain encumbered without an agreement until December 31, 2027.

WHEREAS, The Solid Waste Department does not expect it can pay for the remaining cost of the project without the aforementioned state funding. Recently, pay requests were received from the general contractor (Hy-Tec) that have not been paid in the amount of approximately \$1,497,206. The Solid Waste Department desires to find an interim funding source in case the State of Minnesota continues to be delayed in its obligations.

NOW, THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners does hereby authorize interim financing from the General Fund for the Project to be called upon for up to 18 (eighteen) months for an amount not to exceed \$2,795,000 (Two million, seven hundred ninety-five thousand and 00/100 dollars) at an interest rate of zero (0) percent. Repayment of this advance to coincide with the State of Minnesota's delivery of funding per the CAP Grant Agreements.

BE IT FURTHER RESOLVED, that the Todd County Board of Commissioners does hereby authorize the County Auditor-Treasurer to transfer the requested funds, as necessary to coincide with vendor payment withdrawals for CAP Grant project expenses, in an amount not to exceed \$2,795,000 in total from Fund 01-General Revenue to Fund 51-Solid Waste based on the monthly cash balance of the Fund 51-Solid Waste.

**Stantec Consulting Services Inc.**

733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

Phone: (612) 712-2000

To:	Chris McConn	From:	Bruce Paulson
Company:	Todd County, Minnesota	☐	For Your Information
Address:	215 1st Avenue South, Suite 300	☒	For Your Approval
	Long Prairie, MN 56347	☒	For Your Review
Phone:	(218) 998-8904	☐	As Requested
Date:	June 6, 2025		
File:	227705003		
Delivery:	Email		

Reference: Todd County Solid Waste Transfer Station Expansion Application and Certificate for Payment

Attachment:

Copies	Doc Date	Pages	Description
1	4/24/2025	76	Application and Certificate for Payment No. 13
1	5/27/2025	82	Application and Certificate for Payment No. 14

Hi Chris,

Please have the attached copies signed and then it can be scanned and emailed to Jeff Hanson at jeffh@hytecconstruction.com and to me. Thank you.

Respectfully yours,

Stantec Consulting Services Inc.**Bruce P. Paulson**

Senior Project Manager/Architect

Phone: (612) 712-2108

Cell: (651) 492-9089

Bruce.Paulson@stantec.com

c. File



Project:	Todd County Solid Waste Transfer Station Expansion	Date:	June 6, 2025
For Period:	4/1/2025 to 4/30/2025	Request No	13
Contractor:	Hy-Tec Construction of Brainerd, Inc., P.O. Box 621, 11360 Business 371, Brainerd, MN 56401		

CONTRACTOR'S REQUEST FOR PAYMENT
TODD COUNTY SOILD WASTE TRANSFER STATION EXPANSION
TODD COUNTY, MINNESOTA
30433 US 71
BROWERVILLE, MINNESOTA 56438
STANTEC FILE NO. 227705003

SUMMARY

1	Original Contract Amount		\$	<u>7,839,767.90</u>
2	Change Order - Addition	\$	<u>185,778.63</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>8,025,546.53</u>
5	Value Completed to Date		\$	<u>6,260,538.82</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>6,260,538.82</u>
8	Less Retainage 5%		\$	<u>313,026.94</u>
9	Subtotal		\$	<u>5,947,511.88</u>
10	Less Amount Paid Previously		\$	<u>5,403,568.56</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>13</u>		\$	<u><u>543,943.32</u></u>
13	Todd County, Minnesota (25%)		\$	<u>135,985.83</u>
14	MPCA (75%)		\$	<u>407,957.49</u>

Recommended for Approval by:
STANTEC CONSULTING SERVICES INC.

See attached for signature

Approved by Contractor:
HY-TEC CONSTRUCTION OF BRAINERD, INC.

See attached for signature

Approved by Owner:
TODD COUNTY, MINNESOTA

Specified Contract Completion Date:
October 11, 2025

Date:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ???

PAGES

TO OWNER Todd County

215 1st Ave. South, Suite 300
Long Prairie, MN 56347

PROJECT: Todd Cty Solid Waste Transfe APPLICATION NO: THIRTEEN

Todd County

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: April 30, 2025

FROM CONTRACTOR:

Hy-Tec Construction of Brainerd, Inc
PO Box 621, 11360 Business 371
Brainerd, MN 56401

VIA ARCHITECT: Stantec Consulting Services, Inc.

733 Marquette Ave, Suite 100

Minneapolis, MN 55402

PROJECT NO:

CONTRACT FOR: General Construction Work

CONTRACT DATE: March 19, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

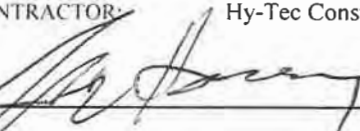
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	7,839,767.90
2. Net change by Change Orders	\$	185,778.63
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,025,546.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	6,260,538.82
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	313,026.94
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	313,026.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	5,947,511.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	5,403,568.56
8. CURRENT PAYMENT DUE	\$	543,943.32
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,078,034.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$185,778.63	
TOTALS	\$185,778.63	\$0.00
NET CHANGES by Change Order	\$185,778.63	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

By: 

Date: April 24, 2025

State of Minnesota

County of Crow Wing

Subscribed and sworn to before me this 24th day of April 2025

Notary Public:

My Commission expires: 01/31/2030

BRENDA BRAY
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2030

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated. the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 543,568.56

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: Stantec Consulting Services, Inc.

By: 

Date: June 6, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: THIRTEEN

APPLICATION DATE: 04/25/2025

PERIOD TO: 04/30/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

A			B			C	D	E	F	G		H	I
ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
3-1	3032 501	1	LS	Mobilization	\$71,793.75	\$71,793.75	\$69,500.00	\$0.00	\$0.00	\$69,500.00	96.81%	\$2,293.75	\$3,475.00
3-2	2553 601	1	LS	Traffic Control	\$5,250.00	\$5,250.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	66.67%	\$1,750.00	\$175.00
3-3	01 57 13	1	LS	Erosion Control	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	\$787.50
3-4	31 20 00	7,500	SY	Topsoil Stripping	\$1.05	\$7,875.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	88.89%	\$875.00	\$350.00
3-5	2215 504	1,700	SY	Full Depth Reclamation	\$3.68	\$6,256.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	71.93%	\$1,756.00	\$225.00
3-6	2104 501	300	LF	Sawcut Bituminous Pavement	\$7.35	\$2,205.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	45.35%	\$1,205.00	\$50.00
3-7	2104 503	100	LF	Sawcut Concrete	\$7.35	\$735.00	\$735.00	\$0.00	\$0.00	\$735.00	100.00%	\$0.00	\$36.75
3-8	2104 504	400	SY	Remove Concrete Pavement	\$10.50	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,200.00	\$0.00
3-9	2104 607	5,500	SY	Salvage Gravel	\$1.05	\$5,775.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	86.58%	\$775.00	\$250.00
3-10	2101 501	1	LS	Clearing and Gubbing	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	\$262.50
3-11	2104 502	6	EA	Remove Sign	\$52.50	\$315.00	\$315.00	\$0.00	\$0.00	\$315.00	100.00%	\$0.00	\$15.75
3-12	3204 503	1,575	LF	Remove Fence	\$2.73	\$4,299.75	\$3,500.00	\$0.00	\$0.00	\$3,500.00	81.40%	\$799.75	\$175.00
3-13	2104 502	4	EA	Remove Concrete Apron	\$262.50	\$1,050.00	\$500.00	\$0.00	\$0.00	\$500.00	47.62%	\$550.00	\$25.00
3-14	2104 503	100	LF	Remove Sewer Pipe (Storm)	\$10.50	\$1,050.00	\$1,050.00	\$0.00	\$0.00	\$1,050.00	100.00%	\$0.00	\$52.50
3-15	2104 502	1	LS	Remove Septic Tank	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,575.00	\$0.00
3-16	2106 507	4,650	CY	Excavation - Common	\$7.35	\$34,177.50	\$31,000.00	\$0.00	\$0.00	\$31,000.00	90.70%	\$3,177.50	\$1,550.00
3-17	31 23 00	1,000	CY	Landfill Borrow (CV)	\$10.50	\$10,500.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	47.62%	\$5,500.00	\$250.00
3-18	2105 607	3,300	CY	Common Borrow Special (CV)	\$21.00	\$69,300.00	\$60,500.00	\$0.00	\$0.00	\$60,500.00	87.30%	\$8,800.00	\$3,025.00
3-19	2106 507	7,000	CY	Common Embankment (CV)	\$4.20	\$29,400.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	85.03%	\$4,400.00	\$1,250.00
3-20	33 32 19	1	EA	Individual Subsurface Sewage Treatment System	\$47,250.00	\$47,250.00	\$20,000.00	\$10,000.00	\$0.00	\$30,000.00	63.49%	\$17,250.00	\$1,500.00
3-21	33 34 13	1	SY	Holding Tank	\$102,900.00	\$102,900.00	\$80,000.00	\$15,000.00	\$0.00	\$95,000.00	92.32%	\$7,900.00	\$4,750.00
3-22	2506 602	4	LF	Connect to Existing Drainage Structure	\$787.50	\$3,150.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,150.00	\$0.00
3-23	2503 604	770	EA	Insulation	\$37.80	\$29,106.00	\$24,500.00	\$2,000.00	\$0.00	\$26,500.00	91.05%	\$2,606.00	\$1,325.00
3-24	33 31 00	120	LF	2" PVC Pipe Sewer	\$26.25	\$3,150.00	\$0.00	\$3,150.00	\$0.00	\$3,150.00	100.00%	\$0.00	\$157.50
3-25	2503 603	985	EA	6" PVC Pipe Sewer	\$36.75	\$36,198.75	\$30,000.00	\$6,198.75	\$0.00	\$36,198.75	100.00%	\$0.00	\$1,809.94
3-26	33 31 00	365	EA	6" HDPE Pipe Sewer	\$78.75	\$28,743.75	\$19,500.00	\$9,243.75	\$0.00	\$28,743.75	100.00%	\$0.00	\$1,437.19
3-27	2502 602	18	EA	6" PVC Pipe Drain Cleanout	\$787.50	\$14,175.00	\$5,500.00	\$8,675.00	\$0.00	\$14,175.00	100.00%	\$0.00	\$708.75
3-28	33 08 30	1,350	LF	Televise Sanitary Sewer	\$2.63	\$3,550.50	\$1,500.00	\$0.00	\$0.00	\$1,500.00	42.25%	\$2,050.50	\$75.00
3-29	2504 602	1	EA	Connect to Existing Watermain	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00	\$0.00	\$1,575.00	100.00%	\$0.00	\$78.75
3-30	2504 603	1,125	EA	6" PVC Watermain	\$57.75	\$64,968.75	\$62,000.00	\$2,968.75	\$0.00	\$64,968.75	100.00%	\$0.00	\$3,248.44
3-31	2504 602	7	EA	6" Gate Valve and Box	\$3,150.00	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	\$1,102.50
3-32	2504 602	3	EA	Hydrant	\$7,875.00	\$23,625.00	\$23,625.00	\$0.00	\$0.00	\$23,625.00	100.00%	\$0.00	\$1,181.25
3-33	2504 603	60	LF	1" Type PE Pipe	\$36.75	\$2,205.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00	100.00%	\$0.00	\$110.25
3-34	2504 602	3	EA	1" Curb Stop and Box	\$1,155.00	\$3,465.00	\$3,465.00	\$0.00	\$0.00	\$3,465.00	100.00%	\$0.00	\$173.25
3-35	2504 602	3	EA	1" Saddle	\$1,050.00	\$3,150.00	\$3,150.00	\$0.00	\$0.00	\$3,150.00	100.00%	\$0.00	\$157.50
3-36	33 05 97	1	LS	Tracer Wire	\$5,775.00	\$5,775.00	\$4,250.00	\$0.00	\$0.00	\$4,250.00	73.59%	\$1,525.00	\$212.50
3-37	31 23 00	1,800	CY	Clay Liner - 12"	\$31.50	\$56,700.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	70.55%	\$16,700.00	\$2,000.00
3-38	2402 0602	4	EA	Install Structure (Storm) - 48"	\$5,565.00	\$22,260.00	\$15,500.00	\$6,760.00	\$0.00	\$22,260.00	100.00%	\$0.00	\$1,113.00
3-39	2402 0602	1	EA	Install Structure (Storm) - OCS	\$15,750.00	\$15,750.00	\$8,500.00	\$7,250.00	\$0.00	\$15,750.00	100.00%	\$0.00	\$787.50
3-40	2503 503	150	F	12" RC Pipe Sewer Class III	\$78.75	\$11,812.50	\$5,000.00	\$0.00	\$0.00	\$5,000.00	42.33%	\$6,812.50	\$250.00
3-41	2503 503	325	LF	18" RC Pipe Sewer Class III	\$94.50	\$30,712.50	\$12,000.00	\$0.00	\$0.00	\$12,000.00	39.07%	\$18,712.50	\$600.00
3-42	2503 603	175	LF	12" HDPE Pipe Sewer	\$57.75	\$10,106.25	\$5,000.00	\$5,106.25	\$0.00	\$10,106.25	100.00%	\$0.00	\$505.31
3-43	2503 603	50	LF	36" HDPE Pipe Sewer	\$278.75	\$13,912.50	\$5,000.00	\$8,912.50	\$0.00	\$13,912.50	100.00%	\$0.00	\$695.63
3-44	2503 503	110	LF	21" RC Pipe Sewer Class III	\$120.75	\$13,282.50	\$6,000.00	\$0.00	\$0.00	\$6,000.00	45.17%	\$7,282.50	\$300.00
3-45	2503 503	70	LF	36" RC Pipe Sewer Class III	\$147.00	\$10,290.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	63.17%	\$3,790.00	\$325.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: THIRTEEN

APPLICATION DATE: 04/25/2025

PERIOD TO: 04/30/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

A				B		C	D	E	F	G		H	I
ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
3-46	2503 503	100	LF	21" PVC Pipe Sewer	\$178.50	\$17,850.00	\$9,500.00	\$8,350.00	\$0.00	\$17,850.00	100.00%	\$0.00	\$892.50
3-47	2501 205	1	EA	12" RC Pipe Apron	\$1,890.00	\$1,890.00	\$750.00	\$1,140.00	\$0.00	\$1,890.00	100.00%	\$0.00	\$94.50
3-48	2501 502	2	EA	18" RC Pipe Apron	\$2,310.00	\$4,620.00	\$900.00	\$3,720.00	\$0.00	\$4,620.00	100.00%	\$0.00	\$231.00
3-49	2501 502	1	EA	21" RC Pipe Apron	\$2,625.00	\$2,625.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	38.10%	\$1,625.00	\$50.00
3-50	2511 507	80	CYU	Random Riprap Class III	\$105.00	\$8,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,400.00	\$0.00
3-51	2541 507	80	LF	Course Filter Aggregate (CV)	\$21.00	\$1,680.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,680.00	\$0.00
3-52	33 34 00	75	LS	Neehan R-4990-CX Trench	\$787.50	\$59,062.50	\$35,000.00	\$15,000.00	\$0.00	\$50,000.00	84.66%	\$9,062.50	\$2,500.00
3-53	32 13 14	1	SY	80" Truck Scale	\$187,950.00	\$187,950.00	\$120,000.00	\$40,000.00	\$0.00	\$160,000.00	85.13%	\$27,950.00	\$8,000.00
3-54	32 13 14	1	SY	50' Residential Scale	\$147,000.00	\$147,000.00	\$95,000.00	\$25,000.00	\$0.00	\$120,000.00	81.63%	\$27,000.00	\$6,000.00
3-55		355	CYU	Concrete T&L Panels	\$140.70	\$49,948.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,948.50	\$0.00
3-56	01 50 00	1	CYU	Dry Utility Coordination	\$525.00	\$525.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$525.00	\$0.00
3-57	2112 519	14,000	SY	Subgrade Paration	\$1.05	\$14,700.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	51.02%	\$7,200.00	\$375.00
3-58	2105 504	14,000	CYU	Geotextile Fabric	\$2.10	\$29,400.00	\$27,900.00	\$0.00	\$0.00	\$27,900.00	94.90%	\$1,500.00	\$1,395.00
3-59	32 11 23	4,800	CYU	Import and Install Crushed Concrete	\$12.60	\$60,480.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,480.00	\$0.00
3-60	2211 507	4,800	Ton	Aggregate Base (CV) Class 5	\$31.50	\$151,200.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	46.30%	\$81,200.00	\$3,500.00
3-61	2301 504	3,550	Ton	7" Concrete Pavement	\$91.51	\$324,860.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$324,860.50	\$0.00
3-62	2118 507	200	LF	Aggregate Surfacing (CV) Class V	\$31.50	\$6,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,300.00	\$0.00
3-63	2221 507	140	SF	Shoulder Base Aggregate (CV) Class V	\$50.40	\$7,056.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,056.00	\$0.00
3-64	2360 509	1,125	SF	Type SP 12 5 Non Wearing Concrete	\$87.68	\$98,640.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$98,640.00	\$0.00
3-65	2360 509	1,125	SF	Type SP 12 5 Wearing Course Mixture	\$87.68	\$98,640.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$98,640.00	\$0.00
3-66	2531 503	460	LF	Concrete Curb & Gutter Design B618	\$36.75	\$16,905.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,905.00	\$0.00
3-67	2521 518	1,925	LF	4" Concrete Walk	\$9.37	\$18,037.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,037.25	\$0.00
3-68	2531 618	72	SF	Truncated Domes	\$75.60	\$5,443.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,443.20	\$0.00
3-69	2582 901	150	LF	Permanent Pavement Markings	\$12.60	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,890.00	\$0.00
3-70	2582 901	216	LS	Permanent Pavement Markings	\$8.40	\$1,814.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,814.40	\$0.00
3-71	34 31 05	420	SY	Sign-Post	\$36.75	\$15,435.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,435.00	\$0.00
3-72	2564 618	288	CY	Sign	\$47.25	\$13,608.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,608.00	\$0.00
3-73	2577 602	4,500	SY	Install Chain Link Fence	\$29.20	\$131,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$131,400.00	\$0.00
3-74	32 31 13	1	CY	Sliding Automatic Gate	\$21,908.25	\$21,908.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,908.25	\$0.00
3-75	31 20 00	7,500	LS	Topsoil Spreading	\$1.05	\$7,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,875.00	\$0.00
3-76	2574 507	800	All	Common Topsoil Borrow	\$26.25	\$13,125.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	76.19%	\$3,125.00	\$500.00
3-77	2575 501	1		Turf Establishment	\$31,500.00	\$31,500.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	63.49%	\$11,500.00	\$1,000.00
3-78	01 40 00	1		Materials Testing	\$30,000.00	\$30,000.00	\$22,500.00	\$0.00	\$0.00	\$22,500.00	75.00%	\$7,500.00	\$1,125.00
3-79	2021 501	1	LS	Mobilization	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	\$787.50
3-80	2101 501	1	LS	Clearing & Grubbing	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	\$262.50
3-81	2504 601	1	LS	Watermain Tracing System	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	\$78.75
3-82	2504 602	1	EA	Connect to Existing Water Main	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	\$78.75
3-83	2504 602	1	EA	Hydrant - 9 5' Bury	\$7,875.00	\$7,875.00	\$7,875.00	\$0.00	\$0.00	\$7,875.00	100.00%	\$0.00	\$393.75
3-84	2504 602	2	EA	6" Gate Valve and Box	\$3,360.00	\$6,720.00	\$6,720.00	\$0.00	\$0.00	\$6,720.00	100.00%	\$0.00	\$336.00
3-85	2504 602	1	EA	10" Gate Valve and Box	\$5,985.00	\$5,985.00	\$5,985.00	\$0.00	\$0.00	\$5,985.00	100.00%	\$0.00	\$299.25
3-86	2504 603	20	LF	6" PVC Watermain	\$105.00	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	100.00%	\$0.00	\$105.00
3-87	2504 603	335	LF	10" PVC Watermain	\$157.50	\$52,762.50	\$52,762.50	\$0.00	\$0.00	\$52,762.50	100.00%	\$0.00	\$2,638.13
3-88	2504 608	438	LB	Watermain Fittings	\$17.85	\$7,818.30	\$7,818.30	\$0.00	\$0.00	\$7,818.30	100.00%	\$0.00	\$390.92
3-89	2573 502	2	EA	Culvert End Controls	\$262.50	\$525.00	\$525.00	\$0.00	\$0.00	\$525.00	100.00%	\$0.00	\$26.25
3-90	2573 503	100	LF	Sediment Control Lot Type Straw	\$8.40	\$840.00	\$840.00	\$0.00	\$0.00	\$840.00	100.00%	\$0.00	\$42.00
3-91	2575 501	1	LS	Turf Establishment	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	\$262.50

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: THIRTEEN

APPLICATION DATE: 04/25/2025

PERIOD TO: 04/30/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

ITEM NO	SPEC	Qty	Unit	B DESCRIPTION OF WORK	Unit Price	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
2-8	2104 607	750	SY	Salvage Gravel	\$1.05	\$787.50	\$787.50	\$0.00	\$0.00	\$787.50	100.00%	\$0.00	\$39.38
2-9	312000	1,500	SY	Topsoil Stripping	\$0.79	\$1,185.00	\$1,185.00	\$0.00	\$0.00	\$1,185.00	100.00%	\$0.00	\$59.25
2-10	2106 507	7,000	CY	Excavation Common	\$5.25	\$36,750.00	\$36,750.00	\$0.00	\$0.00	\$36,750.00	100.00%	\$0.00	\$1,837.50
2-11	2112 519	1,050	SY	Subgrade Preparation	\$1.05	\$1,102.50	\$1,102.50	\$0.00	\$0.00	\$1,102.50	100.00%	\$0.00	\$55.13
2-12	2105 504	1,050	SY	Geotextile Fabric	\$2.10	\$2,205.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00	100.00%	\$0.00	\$110.25
2-13	2211 507	700	CY	Aggregate Base (CV) Class 5	\$31.50	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	\$1,102.50
2-14	2118 507	700	CY	Aggregate Surfacing (CV) Class V	\$31.50	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	\$1,102.50
2-15	312000	450	SY	Topsoil Spreading	\$1.05	\$472.50	\$472.50	\$0.00	\$0.00	\$472.50	100.00%	\$0.00	\$23.63
2-16	2575 501	1	LS	Turf Establishment	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	\$787.50
2-17	015713	1	LS	Erosion Control	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
	Division 1			General Requirements		\$356,641.00	\$263,000.00	\$0.00	\$0.00	\$263,000.00	73.74%	\$93,641.00	\$13,150.00
	Division 1			Project Closeout		\$3,389.01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,389.01	\$0.00
	Division 1			Shelters & Barriers		\$7,291.53	\$6,500.00	\$0.00	\$0.00	\$6,500.00	89.14%	\$791.53	\$325.00
	Division 1			Bonds & Insurance		\$67,399.23	\$65,500.00	\$0.00	\$0.00	\$65,500.00	97.18%	\$1,899.23	\$3,275.00
	Division 1			Mobilization		\$29,323.19	\$24,500.00	\$0.00	\$0.00	\$24,500.00	83.55%	\$4,823.19	\$1,225.00
	Division 3			Concrete		\$1,330,380.00	\$1,270,000.00	\$40,000.00	\$0.00	\$1,310,000.00	98.47%	\$20,380.00	\$65,500.00
	Division 4			Masonry		\$115,356.80	\$112,500.00	\$2,856.60	\$0.00	\$115,356.60	100.00%	\$0.20	\$5,767.83
	Division 5			Metals		\$120,429.85	\$115,000.00	\$5,429.85	\$0.00	\$120,429.85	100.00%	\$0.00	\$6,021.49
	Sections 061000 & 061730			Rough Carpentry		\$85,792.61	\$83,000.00	\$0.00	\$0.00	\$83,000.00	96.74%	\$2,792.61	\$4,150.00
	Sections 062000 & 066116			Cabinets		\$16,271.29	\$13,500.00	\$2,771.29	\$0.00	\$16,271.29	100.00%	\$0.00	\$813.56
	Section 072100			Foundation Insulation		\$28,082.50	\$28,082.50	\$0.00	\$0.00	\$28,082.50	100.00%	\$0.00	\$1,404.13
	Section 072100			Building Insulation		\$11,758.63	\$11,758.63	\$0.00	\$0.00	\$11,758.63	100.00%	\$0.00	\$587.93
	Section 074643			Siding		\$24,932.67	\$24,932.67	\$0.00	\$0.00	\$24,932.67	100.00%	\$0.00	\$1,246.63
	Sections 076200, 077256 & 077256			Roofing/Flashing/etc		\$166,919.81	\$166,919.81	\$0.00	\$0.00	\$166,919.81	100.00%	\$0.00	\$8,345.99
	Sections 078400 & 079200			Caulking		\$36,980.21	\$20,000.00	\$4,500.00	\$0.00	\$24,500.00	66.25%	\$12,480.21	\$1,225.00
	Sections 081100, 083100 & 087100			Doors/Frames/Hardware		\$101,952.33	\$99,000.00	\$0.00	\$0.00	\$99,000.00	97.10%	\$2,952.33	\$4,950.00
	Section 083613			Overhead Doors		\$169,894.57	\$25,000.00	\$0.00	\$0.00	\$25,000.00	14.72%	\$144,894.57	\$1,250.00
	Section 081116, 085113 & 088100			Glass/Glazing		\$81,452.92	\$79,500.00	\$1,952.92	\$0.00	\$81,452.92	100.00%	\$0.00	\$4,072.65
	Section 092900			Gypsum Drywall		\$70,101.61	\$65,000.00	\$5,101.61	\$0.00	\$70,101.61	100.00%	\$0.00	\$3,505.08
	Section 099100			Painting		\$104,978.36	\$75,000.00	\$15,000.00	\$0.00	\$90,000.00	85.73%	\$14,978.36	\$4,500.00
	Section 095100			Acoustical Ceilings		\$10,397.33	\$9,000.00	\$0.00	\$0.00	\$9,000.00	86.56%	\$1,397.33	\$450.00
	Sections 093113 & 096519			Flooring		\$57,942.09	\$50,000.00	\$5,000.00	\$0.00	\$55,000.00	94.92%	\$2,942.09	\$2,750.00
	Sections 104400 & 105112			Misc. Specialties		\$14,132.50	\$10,000.00	\$0.00	\$0.00	\$10,000.00	70.76%	\$4,132.50	\$500.00
	Section 101400			Signage		\$15,413.78	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,413.78	\$0.00
	Section 102813			Bath Accessories		\$9,410.50	\$4,500.00	\$3,500.00	\$0.00	\$8,000.00	85.01%	\$1,410.50	\$400.00
	Section 133419			Metal Building		\$801,226.90	\$795,000.00	\$6,226.90	\$0.00	\$801,226.90	100.00%	\$0.00	\$40,061.35
	Division 22			Plumbing		\$263,845.72	\$210,000.00	\$20,000.00	\$0.00	\$230,000.00	87.17%	\$33,845.72	\$11,500.00
	Division 23			HVAC		\$201,515.32	\$160,000.00	\$10,000.00	\$0.00	\$170,000.00	84.36%	\$31,515.32	\$8,500.00
	Division 21			Fire Protection		\$107,170.72	\$65,000.00	\$10,000.00	\$0.00	\$75,000.00	69.98%	\$32,170.72	\$3,750.00
	Divisions 26, 27 & 28			Electrical		\$769,617.02	\$550,000.00	\$100,000.00	\$0.00	\$650,000.00	84.46%	\$119,617.02	\$32,500.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: THIRTEEN

APPLICATION DATE: 04/25/2025

PERIOD TO: 04/30/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

A				B		C	D	E	F	G		H	I
ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				CO#1 - Revisions by DLI Plumbing Review		\$48,575 69	\$0 00	\$48,575 69	\$0 00	\$48,575 69	100 00%	\$0 00	\$2,428 78
				CO#1 - Revisions required by Metal Bldg Shop Drawings		\$37,115 91	\$0 00	\$37,115 91	\$0 00	\$37,115 91	100 00%	\$0 00	\$1,855 80
				CO#1 - MN Power Charges		\$34,491 14	\$0 00	\$34,491 14	\$0 00	\$34,491 14	100 00%	\$0 00	\$1,724 56
				CO#2 - PR#3		\$65,595 89	\$0 00	\$40,000 00	\$0 00	\$40,000 00	60 98%	\$25,595.89	\$2,000 00
				PAGE TOTALS		\$8,025,546 53	\$5,687,966 91	\$572,571 91	\$0 00	\$6,260,538 82	78.01%	\$1,765,007 71	\$313,026 94



Project:	Todd County Solid Waste Transfer Station Expansion	Date:	June 6, 2025
For Period:	5/1/2025 to 5/31/2025	Request No	14
Contractor:	Hy-Tec Construction of Brainerd, Inc., P.O. Box 621, 11360 Business 371, Brainerd, MN 56401		

CONTRACTOR'S REQUEST FOR PAYMENT
TODD COUNTY SOILD WASTE TRANSFER STATION EXPANSION
TODD COUNTY, MINNESOTA
30433 US 71
BROWERVILLE, MINNESOTA 56438
STANTEC FILE NO. 227705003

SUMMARY

1	Original Contract Amount		\$	<u>7,839,767.90</u>
2	Change Order - Addition	\$	<u>185,778.63</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>8,025,546.53</u>
5	Value Completed to Date		\$	<u>7,263,973.83</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>7,263,973.83</u>
8	Less Retainage 5%		\$	<u>363,198.69</u>
9	Subtotal		\$	<u>6,900,775.14</u>
10	Less Amount Paid Previously		\$	<u>5,947,511.88</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>14</u>		\$	<u><u>953,263.26</u></u>
13	Todd County, Minnesota (25%)		\$	<u>238,315.81</u>
14	MPCA (75%)		\$	<u>714,947.44</u>

Recommended for Approval by:
STANTEC CONSULTING SERVICES INC.

See attached for signature

Approved by Contractor:
HY-TEC CONSTRUCTION OF BRAINERD, INC.

See attached for signature

Approved by Owner:
TODD COUNTY, MINNESOTA

Specified Contract Completion Date:
October 11, 2025

Date:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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PAGES

TO OWNER: Todd County
215 1st Ave. South, Suite 300
Long Prairie, MN 56347

PROJECT: Todd Cty Solid Waste Transfe APPLICATION NO: FOURTEEN
Todd County

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: May 31, 2025

FROM CONTRACTOR: Hy-Tec Construction of Brainerd, Inc
PO Box 621, 11360 Business 371
Brainerd, MN 56401

VIA ARCHITECT: Stantec Consulting Services, Inc.
733 Marquette Ave, Suite 100
Minneapolis, MN 55402

PROJECT NO:

CONTRACT FOR: General Construction Work

CONTRACT DATE: March 19, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

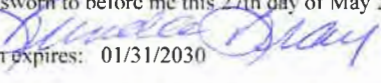
1. ORIGINAL CONTRACT SUM	\$ 7,839,767.90
2. Net change by Change Orders	\$ 185,778.63
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 8,025,546.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 7,263,973.83
5. RETAINAGE:	
a. % of Completed Work (Column D + E on G703)	\$ 363,198.69
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 363,198.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 6,900,775.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 5,947,511.88
8. CURRENT PAYMENT DUE	\$ 953,263.26
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,124,771.39

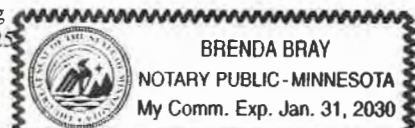
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$185,778.63	
TOTALS	\$185,778.63	\$0.00
NET CHANGES by Change Order	\$185,778.63	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

By:  Date: May 27, 2025

State of Minnesota County of Crow Wing
Subscribed and sworn to before me this 27th day of May 2025
Notary Public: 
My Commission expires: 01/31/2030



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 953,263.26

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Stantec Consulting Services, Inc.

By:  Date: June 6, 2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: FOURTEEN

APPLICATION DATE: 05/27/2025

PERIOD TO: 05/31/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

A				B		C	D	E	F	G	H	I	
ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	(G + C)	TO FINISH (C - G)	(IF VARIABLE RATE)
3-1	3032 501	1	LS	Mobilization	\$71,793.75	\$71,793.75		\$69,500.00	\$0.00	\$0.00	96.81%	\$2,293.75	\$3,475.00
3-2	2553 601	1	LS	Traffic Control	\$5,250.00	\$5,250.00		\$3,500.00	\$0.00	\$0.00	66.67%	\$1,750.00	\$175.00
3-3	01 57 13	1	LS	Erosion Control	\$15,750.00	\$15,750.00		\$15,750.00	\$0.00	\$0.00	100.00%	\$0.00	\$787.50
3-4	31 20 00	7,500	SY	Topsoil Stripping	\$1.05	\$7,875.00		\$7,000.00	\$875.00	\$0.00	100.00%	\$0.00	\$393.75
3-5	2215 504	1,700	SY	Full Depth Reclamation	\$3.68	\$6,256.00		\$4,500.00	\$1,756.00	\$0.00	100.00%	\$0.00	\$312.80
3-6	2104 501	300	LF	Sawcut Bituminous Pavement	\$7.35	\$2,205.00		\$1,000.00	\$1,205.00	\$0.00	100.00%	\$0.00	\$110.25
3-7	2104 503	100	LF	Sawcut Concrete	\$7.35	\$735.00		\$735.00	\$0.00	\$0.00	100.00%	\$0.00	\$36.75
3-8	2104 504	400	SY	Remove Concrete Pavement	\$10.50	\$4,200.00		\$0.00	\$4,200.00	\$0.00	100.00%	\$0.00	\$210.00
3-9	2104 607	5,500	SY	Salvage Gravel	\$1.05	\$5,775.00		\$5,000.00	\$775.00	\$0.00	100.00%	\$0.00	\$288.75
3-10	2101 501	1	LS	Clearing and Gubbing	\$5,250.00	\$5,250.00		\$5,250.00	\$0.00	\$0.00	100.00%	\$0.00	\$262.50
3-11	2104 502	6	EA	Remove Sign	\$52.50	\$315.00		\$315.00	\$0.00	\$0.00	100.00%	\$0.00	\$15.75
3-12	3204 503	1,575	LF	Remove Fence	\$2.73	\$4,299.75		\$3,500.00	\$799.75	\$0.00	100.00%	\$0.00	\$214.99
3-13	2104 502	4	EA	Remove Concrete Apron	\$262.50	\$1,050.00		\$500.00	\$550.00	\$0.00	100.00%	\$0.00	\$52.50
3-14	2104 503	100	LF	Remove Sewer Pipe (Storm)	\$10.50	\$1,050.00		\$1,050.00	\$0.00	\$0.00	100.00%	\$0.00	\$52.50
3-15	2104 502	1	LS	Remove Septic Tank	\$1,575.00	\$1,575.00		\$0.00	\$1,575.00	\$0.00	100.00%	\$0.00	\$78.75
3-16	2106 507	4,650	CY	Excavation - Common	\$7.35	\$34,177.50		\$31,000.00	\$3,177.50	\$0.00	100.00%	\$0.00	\$1,708.88
3-17	31 23 00	1,000	CY	Landfill Borrow (CV)	\$10.50	\$10,500.00		\$5,000.00	\$5,500.00	\$0.00	100.00%	\$0.00	\$525.00
3-18	2105 607	3,300	CY	Common Borrow Special (CV)	\$21.00	\$69,300.00		\$60,500.00	\$8,800.00	\$0.00	100.00%	\$0.00	\$3,465.00
3-19	2106 507	7,000	CY	Common Embankment (CV)	\$4.20	\$29,400.00		\$25,000.00	\$4,400.00	\$0.00	100.00%	\$0.00	\$1,470.00
3-20	33 32 19	1	EA	Individual Subsurface Sewage Treatment System	\$47,250.00	\$47,250.00		\$30,000.00	\$17,250.00	\$0.00	100.00%	\$0.00	\$2,362.50
3-21	33 34 13	1	SY	Holding Tank	\$102,900.00	\$102,900.00		\$95,000.00	\$7,900.00	\$0.00	100.00%	\$0.00	\$5,145.00
3-22	2506 602	4	LF	Connect to Existing Drainage Structure	\$787.50	\$3,150.00		\$0.00	\$3,150.00	\$0.00	100.00%	\$0.00	\$157.50
3-23	2503 604	770	EA	Insulation	\$37.80	\$29,106.00		\$26,500.00	\$2,606.00	\$0.00	100.00%	\$0.00	\$1,455.30
3-24	33 31 00	120	LF	2" PVC Pipe Sewer	\$26.25	\$3,150.00		\$3,150.00	\$0.00	\$0.00	100.00%	\$0.00	\$157.50
3-25	2503 603	985	EA	6" PVC Pipe Sewer	\$36.75	\$36,198.75		\$36,198.75	\$0.00	\$0.00	100.00%	\$0.00	\$1,809.94
3-26	33 31 00	365	EA	6" HDPE Pipe Sewer	\$78.75	\$28,743.75		\$28,743.75	\$0.00	\$0.00	100.00%	\$0.00	\$1,437.19
3-27	2502 602	18	EA	6" PVC Pipe Drain Cleanout	\$787.50	\$14,175.00		\$14,175.00	\$0.00	\$0.00	100.00%	\$0.00	\$708.75
3-28	33 08 30	1,350	LF	Televise Sanitary Sewer	\$2.63	\$3,550.50		\$1,500.00	\$2,050.50	\$0.00	100.00%	\$0.00	\$177.53
3-29	2504 602	1	EA	Connect to Existing Watermain	\$1,575.00	\$1,575.00		\$1,575.00	\$0.00	\$0.00	100.00%	\$0.00	\$78.75
3-30	2504 603	1,125	EA	6" PVC Watermain	\$57.75	\$64,968.75		\$64,968.75	\$0.00	\$0.00	100.00%	\$0.00	\$3,248.44
3-31	2504 602	7	EA	6" Gate Valve and Box	\$3,150.00	\$22,050.00		\$22,050.00	\$0.00	\$0.00	100.00%	\$0.00	\$1,102.50
3-32	2504 602	3	EA	Hydrant	\$7,875.00	\$23,625.00		\$23,625.00	\$0.00	\$0.00	100.00%	\$0.00	\$1,181.25
3-33	2504 603	60	LF	1" Type PE Pipe	\$36.75	\$2,205.00		\$2,205.00	\$0.00	\$0.00	100.00%	\$0.00	\$110.25
3-34	2504 602	3	EA	1" Curb Stop and Box	\$1,155.00	\$3,465.00		\$3,465.00	\$0.00	\$0.00	100.00%	\$0.00	\$173.25
3-35	2504 602	3	EA	1" Saddle	\$1,050.00	\$3,150.00		\$3,150.00	\$0.00	\$0.00	100.00%	\$0.00	\$157.50
3-36	33 05 97	1	LS	Tracer Wire	\$5,775.00	\$5,775.00		\$4,250.00	\$1,525.00	\$0.00	100.00%	\$0.00	\$288.75
3-37	31 23 00	1,800	CY	Clay Liner - 12"	\$31.50	\$56,700.00		\$40,000.00	\$10,000.00	\$0.00	88.18%	\$6,700.00	\$2,500.00
3-38	2402 0602	4	EA	Install Structure (Storm) - 48"	\$5,565.00	\$22,260.00		\$22,260.00	\$0.00	\$0.00	100.00%	\$0.00	\$1,113.00
3-39	2402 0602	1	EA	Install Structure (Storm) - OCS	\$15,750.00	\$15,750.00		\$15,750.00	\$0.00	\$0.00	100.00%	\$0.00	\$787.50
3-40	2503 503	150	F	12" RC Pipe Sewer Class III	\$78.75	\$11,812.50		\$5,000.00	\$6,812.50	\$0.00	100.00%	\$0.00	\$590.63
3-41	2503 503	325	LF	18" RC Pipe Sewer Class III	\$94.50	\$30,712.50		\$12,000.00	\$18,712.50	\$0.00	100.00%	\$0.00	\$1,535.63
3-42	2503 603	175	LF	12" HDPE Pipe Sewer	\$57.75	\$10,106.25		\$10,106.25	\$0.00	\$0.00	100.00%	\$0.00	\$505.31
3-43	2503 603	50	LF	36" HDPE Pipe Sewer	\$278.75	\$13,912.50		\$13,912.50	\$0.00	\$0.00	100.00%	\$0.00	\$695.63
3-44	2503 503	110	LF	21" RC Pipe Sewer Class III	\$120.75	\$13,282.50		\$6,000.00	\$7,282.50	\$0.00	100.00%	\$0.00	\$664.13
3-45	2503 503	70	LF	36" RC Pipe Sewer Class III	\$147.00	\$10,290.00		\$6,500.00	\$3,790.00	\$0.00	100.00%	\$0.00	\$514.50

CONTINUATION SHEET

AIA DOCUMENT G703

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: FOURTEEN

APPLICATION DATE: 05/27/2025

PERIOD TO: 05/31/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

A				B		C	D	E	F	G	H	I	
ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
3-46	2503 503	100	LF	21" PVC Pipe Sewer	\$178.50	\$17,850.00	\$17,850.00	\$0.00	\$0.00	\$17,850.00	100.00%	\$0.00	\$892.50
3-47	2501 205	1	EA	12" RC Pipe Apron	\$1,890.00	\$1,890.00	\$1,890.00	\$0.00	\$0.00	\$1,890.00	100.00%	\$0.00	\$94.50
3-48	2501 502	2	EA	18" RC Pipe Apron	\$2,310.00	\$4,620.00	\$4,620.00	\$0.00	\$0.00	\$4,620.00	100.00%	\$0.00	\$231.00
3-49	2501 502	1	EA	21" RC Pipe Apron	\$2,625.00	\$2,625.00	\$1,000.00	\$1,625.00	\$0.00	\$2,625.00	100.00%	\$0.00	\$131.25
3-50	2511 507	80	CYU	Random Riprap Class III	\$105.00	\$8,400.00	\$0.00	\$8,400.00	\$0.00	\$8,400.00	100.00%	\$0.00	\$420.00
3-51	2541 507	80	LF	Course Filter Aggregate (CV)	\$21.00	\$1,680.00	\$0.00	\$1,680.00	\$0.00	\$1,680.00	100.00%	\$0.00	\$84.00
3-52	33 34 00	75	LS	Neehan R-4990-CX Trench	\$787.50	\$59,062.50	\$50,000.00	\$9,062.50	\$0.00	\$59,062.50	100.00%	\$0.00	\$2,953.13
3-53	32 13 14	1	SY	80" Truck Scale	\$187,950.00	\$187,950.00	\$160,000.00	\$20,000.00	\$0.00	\$180,000.00	95.77%	\$7,950.00	\$9,000.00
3-54	32 13 14	1	SY	50" Residential Scale	\$147,000.00	\$147,000.00	\$120,000.00	\$20,000.00	\$0.00	\$140,000.00	95.24%	\$7,000.00	\$7,000.00
3-55		355	CYU	Concrete T&L Panels	\$140.70	\$49,948.50	\$0.00	\$49,948.50	\$0.00	\$49,948.50	100.00%	\$0.00	\$2,497.43
3-56	01 50 00	1	CYU	Dry Utility Coordination	\$525.00	\$525.00	\$0.00	\$525.00	\$0.00	\$525.00	100.00%	\$0.00	\$26.25
3-57	2112 519	14,000	SY	Subgrade Paration	\$1.05	\$14,700.00	\$7,500.00	\$7,200.00	\$0.00	\$14,700.00	100.00%	\$0.00	\$735.00
3-58	2105 504	14,000	CYU	Geotextile Fabric	\$2.10	\$29,400.00	\$27,900.00	\$1,500.00	\$0.00	\$29,400.00	100.00%	\$0.00	\$1,470.00
3-59	32 11 23	4,800	CYU	Import and Install Crushed Concrete	\$12.60	\$60,480.00	\$0.00	\$40,000.00	\$0.00	\$40,000.00	66.14%	\$20,480.00	\$2,000.00
3-60	2211 507	4,800	Ton	Aggregate Base (CV) Class 5	\$31.50	\$151,200.00	\$70,000.00	\$30,000.00	\$0.00	\$100,000.00	66.14%	\$51,200.00	\$5,000.00
3-61	2301 504	3,550	Ton	7" Concrete Pavement	\$91.51	\$324,860.50	\$0.00	\$250,000.00	\$0.00	\$250,000.00	76.96%	\$74,860.50	\$12,500.00
3-62	2118 507	200	LF	Aggregate Surfacing (CV) Class V	\$31.50	\$6,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,300.00	\$0.00
3-63	2221 507	140	SF	Shoulder Base Aggregate (CV) Class V	\$50.40	\$7,056.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,056.00	\$0.00
3-64	2360 509	1,125	SF	Type SP 12.5 Non Wearing Concrete	\$87.68	\$98,640.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$98,640.00	\$0.00
3-65	2360 509	1,125	SF	Type SP 12.5 Wearing Course Mixture	\$87.68	\$98,640.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$98,640.00	\$0.00
3-66	2531 503	460	LF	Concrete Curb & Gutter Design B618	\$36.75	\$16,905.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,905.00	\$0.00
3-67	2521 518	1,925	LF	4" Concrete Walk	\$9.37	\$18,037.25	\$0.00	\$15,000.00	\$0.00	\$15,000.00	83.16%	\$3,037.25	\$750.00
3-68	2531 618	72	SF	Truncated Domes	\$75.60	\$5,443.20	\$0.00	\$5,443.20	\$0.00	\$5,443.20	100.00%	\$0.00	\$272.16
3-69	2582 901	150	LF	Permanent Pavement Markings	\$12.60	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,890.00	\$0.00
3-70	2582 901	216	LS	Permanent Pavement Markings	\$8.40	\$1,814.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,814.40	\$0.00
3-71	34 31 05	420	SY	Sign-Post	\$36.75	\$15,435.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,435.00	\$0.00
3-72	2564 618	288	CY	Sign	\$47.25	\$13,608.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,608.00	\$0.00
3-73	2577 602	4,500	SY	Install Chain Link Fence	\$29.20	\$131,400.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	19.03%	\$106,400.00	\$1,250.00
3-74	32 31 13	1	CY	Sliding Automatic Gate	\$21,908.25	\$21,908.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,908.25	\$0.00
3-75	31 20 00	7,500	LS	Topsoil Spreading	\$1.05	\$7,875.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	63.49%	\$2,875.00	\$250.00
3-76	2574 507	500	All	Common Topsoil Borrow	\$26.25	\$13,125.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	76.19%	\$3,125.00	\$500.00
3-77	2575 501	1		Turf Establishment	\$31,500.00	\$31,500.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	63.49%	\$11,500.00	\$1,000.00
3-78	01 40 00	1		Materials Testing	\$30,000.00	\$30,000.00	\$22,500.00	\$2,500.00	\$0.00	\$25,000.00	83.33%	\$5,000.00	\$1,250.00
3-79	2021 501	1	LS	Mobilization	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	\$787.50
3-80	2101 501	1	LS	Clearing & Grubbing	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	\$262.50
3-81	2504 601	1	LS	Watermain Tracing System	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	\$78.75
3-82	2504 602	1	EA	Connect to Existing Water Main	\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$0.00	\$1,575.00	100.00%	\$0.00	\$78.75
3-83	2504 602	1	EA	Hydrant - 9 5' Bury	\$7,875.00	\$7,875.00	\$7,875.00	\$0.00	\$0.00	\$7,875.00	100.00%	\$0.00	\$393.75
3-84	2504 602	2	EA	6" Gate Valve and Box	\$3,360.00	\$6,720.00	\$6,720.00	\$0.00	\$0.00	\$6,720.00	100.00%	\$0.00	\$336.00
3-85	2504 602	1	EA	10" Gate Valve and Box	\$5,985.00	\$5,985.00	\$5,985.00	\$0.00	\$0.00	\$5,985.00	100.00%	\$0.00	\$299.25
3-86	2504 603	20	LF	6" PVC Watermain	\$105.00	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	100.00%	\$0.00	\$105.00
3-87	2504 603	335	LF	10" PVC Watermain	\$157.50	\$52,762.50	\$52,762.50	\$0.00	\$0.00	\$52,762.50	100.00%	\$0.00	\$2,638.13
3-88	2504 608	438	LB	Watermain Fittings	\$17.85	\$7,818.30	\$7,818.30	\$0.00	\$0.00	\$7,818.30	100.00%	\$0.00	\$390.92
3-89	2573 502	2	EA	Culvert End Controls	\$262.50	\$525.00	\$525.00	\$0.00	\$0.00	\$525.00	100.00%	\$0.00	\$26.25
3-90	2573 503	100	LF	Sedminet Control Lot Type Straw	\$8.40	\$840.00	\$840.00	\$0.00	\$0.00	\$840.00	100.00%	\$0.00	\$42.00
3-91	2575 501	1	LS	Turf Establishment	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	100.00%	\$0.00	\$262.50

CONTINUATION SHEET

ALA DOCUMENT G703

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ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: FOURTEEN

APPLICATION DATE: 05/27/2025

PERIOD TO: 05/31/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

A	B				C	D	E	F	G		H	I	
ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
2-8	2104 607	750	SY	Salvage Gravel	\$1.05	\$787.50	\$787.50	\$0.00	\$0.00	\$787.50	100.00%	\$0.00	\$39.38
2-9	312000	1,500	SY	Topsoil Stripping	\$0.79	\$1,185.00	\$1,185.00	\$0.00	\$0.00	\$1,185.00	100.00%	\$0.00	\$59.25
2-10	2106 507	7,000	CY	Excavation Common	\$5.25	\$36,750.00	\$36,750.00	\$0.00	\$0.00	\$36,750.00	100.00%	\$0.00	\$1,837.50
2-11	2112 519	1,050	SY	Subgrade Preparation	\$1.05	\$1,102.50	\$1,102.50	\$0.00	\$0.00	\$1,102.50	100.00%	\$0.00	\$55.13
2-12	2105 504	1,050	SY	Geotextile Fabric	\$2.10	\$2,205.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00	100.00%	\$0.00	\$110.25
2-13	2211 507	700	CY	Aggregate Base (CV) Class 5	\$31.50	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	\$1,102.50
2-14	2118 507	700	CY	Aggregate Surfacing (CV) Class V	\$31.50	\$22,050.00	\$22,050.00	\$0.00	\$0.00	\$22,050.00	100.00%	\$0.00	\$1,102.50
2-15	312000	450	SY	Topsoil Spreading	\$1.05	\$472.50	\$472.50	\$0.00	\$0.00	\$472.50	100.00%	\$0.00	\$23.63
2-16	2575 501	1	LS	Turf Establishment	\$15,750.00	\$15,750.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$0.00	\$787.50
2-17	015713	1	LS	Erosion Control	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
	Division 1			General Requirements		\$356,641.00	\$263,000.00	\$60,000.00	\$0.00	\$323,000.00	90.57%	\$33,641.00	\$16,150.00
	Division 1			Project Closeout		\$3,389.01	\$0.00	\$0.00	\$0.00		0.00%	\$3,389.01	\$0.00
	Division 1			Shelters & Barners		\$7,291.53	\$6,500.00	\$791.53	\$0.00	\$7,291.53	100.00%	\$0.00	\$364.58
	Division 1			Bonds & Insurance		\$67,399.23	\$65,500.00	\$1,000.00	\$0.00	\$66,500.00	98.67%	\$899.23	\$3,325.00
	Division 1			Mobilization		\$29,323.19	\$24,500.00	\$2,500.00	\$0.00	\$27,000.00	92.08%	\$2,323.19	\$1,350.00
	Division 3			Concrete		\$1,330,380.00	\$1,310,000.00	\$20,380.00	\$0.00	\$1,330,380.00	100.00%	\$0.00	\$66,519.00
	Division 4			Masonry		\$115,356.80	\$115,356.60	\$0.00	\$0.00	\$115,356.60	100.00%	\$0.20	\$5,767.83
	Division 5			Metals		\$120,429.85	\$120,429.85	\$0.00	\$0.00	\$120,429.85	100.00%	\$0.00	\$6,021.49
	Sections 061000 & 061730			Rough Carpentry		\$85,792.61	\$83,000.00	\$2,792.61	\$0.00	\$85,792.61	100.00%	\$0.00	\$4,289.63
	Sections 062000 & 066116			Cabinets		\$16,271.29	\$16,271.29	\$0.00	\$0.00	\$16,271.29	100.00%	\$0.00	\$813.56
	Section 072100			Foundation Insulation		\$28,082.50	\$28,082.50	\$0.00	\$0.00	\$28,082.50	100.00%	\$0.00	\$1,404.13
	Section 072100			Building Insulation		\$11,758.63	\$11,758.63	\$0.00	\$0.00	\$11,758.63	100.00%	\$0.00	\$587.93
	Section 074643			Siding		\$24,932.67	\$24,932.67	\$0.00	\$0.00	\$24,932.67	100.00%	\$0.00	\$1,246.63
	Sections 076200, 077256 & 077256			Roofing/Flashing/etc		\$166,919.81	\$166,919.81	\$0.00	\$0.00	\$166,919.81	100.00%	\$0.00	\$8,345.99
	Sections 078400 & 079200			Caulking		\$36,980.21	\$24,500.00	\$7,500.00	\$0.00	\$32,000.00	86.53%	\$4,980.21	\$1,600.00
	Sections 081100, 083100 & 087100			Doors/Frames/Hardware		\$101,952.33	\$99,000.00	\$2,952.33	\$0.00	\$101,952.33	100.00%	\$0.00	\$5,097.62
	Section 083613			Overhead Doors		\$169,894.57	\$25,000.00	\$140,000.00	\$0.00	\$165,000.00	97.12%	\$4,894.57	\$8,250.00
	Section 081116, 085113 & 088100			Glass/Glazing		\$81,452.92	\$81,452.92	\$0.00	\$0.00	\$81,452.92	100.00%	\$0.00	\$4,072.65
	Section 092900			Gypsum Drywall		\$70,101.61	\$70,101.61	\$0.00	\$0.00	\$70,101.61	100.00%	\$0.00	\$3,505.08
	Section 099100			Painting		\$104,978.36	\$90,000.00	\$10,000.00	\$0.00	\$100,000.00	95.26%	\$4,978.36	\$5,000.00
	Section 095100			Acoustical Ceilings		\$10,397.33	\$9,000.00	\$0.00	\$0.00	\$9,000.00	86.56%	\$1,397.33	\$450.00
	Sections 093113 & 096519			Flooring		\$57,942.09	\$55,000.00	\$2,942.09	\$0.00	\$57,942.09	100.00%	\$0.00	\$2,897.10
	Sections 104400 & 105112			Misc. Specialties		\$14,132.50	\$10,000.00	\$0.00	\$0.00	\$10,000.00	70.76%	\$4,132.50	\$500.00
	Section 101400			Signage		\$15,413.78	\$0.00	\$0.00	\$0.00		0.00%	\$15,413.78	\$0.00
	Section 102813			Bath Accessories		\$9,410.50	\$8,000.00	\$0.00	\$0.00	\$8,000.00	85.01%	\$1,410.50	\$400.00
	Section 133419			Metal Building		\$801,226.90	\$801,226.90	\$0.00	\$0.00	\$801,226.90	100.00%	\$0.00	\$40,061.35
	Division 22			Plumbing		\$263,845.72	\$230,000.00	\$20,000.00	\$0.00	\$250,000.00	94.75%	\$13,845.72	\$12,500.00
	Division 23			HVAC		\$201,515.32	\$170,000.00	\$15,000.00	\$0.00	\$185,000.00	91.80%	\$16,515.32	\$9,250.00
	Division 21			Fire Protection		\$107,170.72	\$75,000.00	\$20,000.00	\$0.00	\$95,000.00	88.64%	\$12,170.72	\$4,750.00
	Divisions 26, 27 & 28			Electrical		\$769,617.02	\$650,000.00	\$75,000.00	\$0.00	\$725,000.00	94.20%	\$44,617.02	\$36,250.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: FOURTEEN

APPLICATION DATE: 05/27/2025

PERIOD TO: 05/31/2025

ARCHITECT'S PROJECT NO: Todd County Waste Transfer

A				B		C	D	E	F	G		H	I
ITEM NO	SPEC	Qty	Unit	DESCRIPTION OF WORK	Unit Price	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				CO#1 - Revisions by DLI Plumbing Review		\$48,575.69	\$48,575.69	\$0.00	\$0.00	\$48,575.69	100.00%	\$0.00	\$2,428.78
				CO#1 - Revisions required by Metal Bldg Shop Drawings		\$37,115.91	\$37,115.91	\$0.00	\$0.00	\$37,115.91	100.00%	\$0.00	\$1,855.80
				CO#1 - MN Power Charges		\$34,491.14	\$34,491.14	\$0.00	\$0.00	\$34,491.14	100.00%	\$0.00	\$1,724.56
				CO#2 - PR#3		\$65,595.89	\$40,000.00	\$15,000.00	\$0.00	\$55,000.00	83.85%	\$10,595.89	\$2,750.00
				PAGE TOTALS		\$8,025,546.53	\$6,260,538.82	\$1,003,435.01	\$0.00	\$7,263,973.83	90.51%	\$761,572.70	\$363,198.69



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-14
Agenda Topic Title for Publication:	Professional Services for Stormwater Permitting	
Date of Meeting: June 17, 2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Solid Waste		
Person Presenting Topic at Meeting: Mike Eberle		
Background: Supporting Documentation enclosed ☒		
The Todd County Demolition Landfill and Transfer Station each are required by law to obtain a national pollution discharge elimination system (NPDES) permit for industrial activities. All Minnesota existing permits expired on March 31, 2025. The Minnesota Pollution Control Agency recently made the new NPDES permit available for application. To apply and obtain a permit, a stormwater pollution prevention plan (SWPPP) is required. Widseth prepared prior SWPPPs and have furnished the attached proposals for new SWPPPs compliant with the 2025 Industrial NPDES.		
Options:		
1. Authorize Solid Waste Director to sign attached proposals from Widseth for \$12,500.		
2. Do not authorize Solid Waste Director to sign attached proposals from Widseth.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Authorize solid waste director to sign attached proposals from Widseth for \$12,500.00		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 12,500 Funding Source(s): Enterprise Fund	☒ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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

May 28, 2025

Alexandria

610 Fillmore Street
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com
Widseth.com

Mr. Chris McConn, P.E.
Todd County Solid Waste Administrator
1115 North Tower Road
Fergus Falls, MN 56537

**Re: Costs for 2025 Industrial Stormwater Pollution Prevention Plan
Todd County Demolition Landfill
MPCA Permit No. SW-403**

Dear Mr. Chris McConn:

Widseth Smith Nolting (Widseth) appreciates the opportunity to provide you with this proposal to re-permit the Todd County Demolition Landfill's (Facility) Industrial Stormwater Pollution Prevention Plan (SWPPP). The Facility's current SWPPP permit expired on March 31, 2025. However, the Facility could not reapply until the Minnesota Pollution Control Agency (MPCA) finalized the 2025 – 2030 General Permit.

Widseth is pleased to provide this proposal to re-permit the Facility's SWPPP to comply with the MPCA permit requirements. Widseth will also assist with the MPCA online permit application process.

Scope of Services

The SWPPP will include managing stormwater run-off for the demolition landfill. Widseth will update the current SWPPP to comply with any new requirements that are applicable to the Facility. After Widseth completes the SWPPP a draft will be submitted to you for review. Upon your review, Widseth will submit the SWPPP permit to the MPCA.

Please note, this includes only the creation of the Industrial SWPPP and does not include the installation or maintenance of the BMP's included in the plan, or the water sampling.

Fee

We propose to provide the above scope of work for a lump sum fee of \$6,500. This proposal is good for 30 days from the date at the top of this proposal.

If requested, additional services will be performed at an agreed upon fee.

If you are in agreement with our proposed scope of services, please sign below and return one copy of this letter to us as our authorization to proceed. We appreciate the opportunity to present this proposal to you and look forward to working with you on this project.

Sincerely,

WIDSETH



Mike Pederson
Director of Environmental Services

BY:  _____
Bryan T. Balcome, L.S., V.P.

ACCEPTED: Widseth is authorized to perform the scope of work in accordance with the proposed fees.

BY: _____ DATE: _____

May 28, 2025

Alexandria

610 Fillmore Street
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com
Widseth.com

Mr. Chris McConn, P.E.
Todd County Solid Waste Administrator
1115 North Tower Road
Fergus Falls, MN 56537

**Re: Costs for 2025 Industrial Stormwater Pollution Prevention Plan
Todd County Demolition Landfill
MPCA Permit No. SW-403**

Dear Mr. Chris McConn:

Widseth Smith Nolting (Widseth) appreciates the opportunity to provide you with this proposal to re-permit the Todd County Demolition Landfill's (Facility) Industrial Stormwater Pollution Prevention Plan (SWPPP). The Facility's current SWPPP permit expired on March 31, 2025. However, the Facility could not reapply until the Minnesota Pollution Control Agency (MPCA) finalized the 2025 – 2030 General Permit.

Widseth is pleased to provide this proposal to re-permit the Facility's SWPPP to comply with the MPCA permit requirements. Widseth will also assist with the MPCA online permit application process.

Scope of Services

The SWPPP will include managing stormwater run-off for the transfer station. Widseth will update the current SWPPP to comply with any new requirements that are applicable to the Facility. After Widseth completes the SWPPP a draft will be submitted to you for review. Upon your review, Widseth will submit the SWPPP permit to the MPCA.

Please note, this includes only the creation of the Industrial SWPPP and does not include the installation or maintenance of the BMP's included in the plan, or the water sampling.

Fee

We propose to provide the above scope of work for a lump sum fee of \$6,000. This proposal is good for 30 days from the date at the top of this proposal.

If requested, additional services will be performed at an agreed upon fee.

If you are in agreement with our proposed scope of services, please sign below and return one copy of this letter to us as our authorization to proceed. We appreciate the opportunity to present this proposal to you and look forward to working with you on this project.

Sincerely,

WIDSETH



Mike Pederson
Director of Environmental Services

BY:  _____
Bryan T. Balcome, L.S., V.P.

ACCEPTED: Widseth is authorized to perform the scope of work in accordance with the proposed fees.

BY: _____ DATE: _____



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion	☐ Report	20250617-15
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	CAP Grant Change Order
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Date of Meeting: June 17, 2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
--------------------------------	----------------------------------	---

Organization / Department Requesting Action: Solid Waste
--

Person Presenting Topic at Meeting: Mike Eberle

Background: Supporting Documentation enclosed ☒
--

There are several changes to the project that have emerged. Some of the work has already been completed. Department has prepared the attached memo summarizing each item. We are still waiting for information back from Stantec to finalize the change order amounts. Therefore, the actual amounts shown in the options, below, have been left incomplete. Stantec has indicated they will provide final numbers before the Board Meeting.

Options:

1. Approve Change Order CO-3 to Hy-Tec in the Amount of XXX
2. Do not approve Change Order CO-3

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Authorize staff to sign change order CO-3 in the amount of XXXX for the following work:

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s): Project Budget	☒ Yes ☐ No	Funds available in Contingency Funding
Attorney Legal Review: ☐ Yes ☒ No ☐ N/A	Facilities Committee Review: ☐ Yes ☒ No ☐ N/A	Finance Committee Review: ☐ Yes ☒ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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



MEMORANDUM

DATE: June 11, 2025

TO: Todd County Board of Commissioners

FROM: Chris McConn, Solid Waste Director

CC: Mike Eberle, Landfill and Transfer Station Supervisor

RE: CAP GRANT PROJECT PROPOSED CHANGE ORDER CO-3

I. BACKGROUND

There are three changes to the Project that the Department of Solid Waste recommend formalizing by change order. A summary of the changes is provided in Table 1, below, with the intent to consolidate approved changes into one change order, CO-3:

Table 1: Proposed Hy-Tec Change Orders

Description	CO- 3
A. Electrical to Loading Ramp (PR-6)	\$7,218.16
B. Plumbing Plan Review (PR-7)	\$43,900.98
C. Exterior Concrete Flatwork Changes (PR-8)	\$6,400.00
Total	\$57,519.14

These items are mandatory for proper function of the facility, and compliance with state law. We have reviewed them with Stantec and believe the actual cost to the County for each item should be lower – each for a different reason. Stantec committed to providing more information to adjust County Costs before the meeting.

II. SUPPORTING INFORMATION

Attached is a summary of Contingency Action costs and remaining balance. Following is a brief description of each change:

A. Electrical to Loading Ramp

Design team inadvertently did not include wiring to power the overhead door to the loadout ramp. Had it been included in the design, the actual cost of the project would be higher. Adding by change order adds additional cost because it is a non-competitive pricing process.



B. Plumbing Plan Review

In April 2025, approximately 10 months after furnishing a plumbing permit, the Department of Labor and Industry (DLI) decided that run-off collected in the loadout bay could not be pumped to the ground. Stantec has prepared a design and received approval from DLI.

C. Exterior Concrete Flatwork

The bidding documents show the roll-offs stored on a gravel surface. We want them on a concrete surface. At the request of county staff, contractor poured concrete in this area and reduced by equal area the concrete used to access the loadout bay. Our understanding is that the pricing for this work should be calculated based on the unit prices furnished during the bidding process. We do not recommend an increase in payment for this change.

CONTINGENCY FUNDS

The project was set up with a contingency fund. Below is a summary of uses and remaining balance of the contingency fund:

Table 2 - Contingency Fund Balance and Approved Expenses

Description	Expense	Balance
Original Fund Amount	--	\$577,197.53
Browerville Water Main Design	\$14,813.50	\$562,384.03
Forklift and Grapple Attachment	\$70,390.13	\$491,993.90
Special Structural Testing	\$72,185.00	\$419,808.90
Browerville CQA (Bolton & Menk)	\$8,172.50	\$411,636.40
Other Equipment Increases (Trailer and Newer Semi)	129,197.57	\$282,438.83
Minnesota Power Relocation (CO-1)	\$34,491.00	\$247,947.83
Plumbing Plan Review (CO-1)	\$48,575.69	\$199,372.14
Pre-Engineered Building & Foundation (CO-1)	\$37,115.91	\$162,256.23
Finished Floor Elevation Changes (CO-1)	\$0.00	\$162,256.23
Interior Liner Panels (\$66,745.64 paid by Enterprise Fund)	--	\$162,256.23
Loading Ramp Retaining Wall (PR-5, no charge)	--	\$162,256.23
WasteWorks Pedestals and Card Readers	\$32,592.29	\$130,663.94
Electrical to Loading Ramp Overhead Door (PR-6 = \$7,218.16)	--	
Additional (April '25) DLI Requirements (PR-7 = \$43,900.98)	--	
Concrete Flat Work (PR-8 ≈ \$6,400)		

RECOMMENDATION

The Department respectfully recommends a change order to Hy-Tec for additional payment for “A. Electrical to Loading Ramp” and “B. Plumbing Plan Review” for an amount lesser than the amount shown to be discussed during the Board Meeting.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-16
Agenda Topic Title for Publication:		Agreement Between Todd County Health & Human Services and Lakes Country Associates
Date of Meeting: 6/17/2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och/Katherine Mackedanz		
Background: Supporting Documentation enclosed ☒		
This agreement would have Lakes Country Associates provide monthly mental health consultation services to public health nurses as required by the Promising Practices family home visiting grant. The agreement is for July 1, 2025-June 30, 2028.		
Options:		
1. To approve the agreement between Todd County Health & Human Services and Lakes Country Associates.		
2. Not Approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the agreement between Todd County Health & Human Services and Lakes Country Associates.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 12,600 Funding Source(s): Promising Practices Grant	☒ Yes ☐ No	
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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

**MEMORANDUM OF AGREEMENT
BETWEEN
LAKE COUNTRY ASSOCIATES
AND
TODD COUNTY HEALTH & HUMAN SERVICES**

THIS AGREEMENT is made and entered into by and between Lake Country Associates and Todd County Health & Human Services.

WHEREAS, the provision of mental health consultation services to home visitors is a requirement of the Promising Practices family home visiting grant.

WHEREAS, Lake Country Associates has the professional requirements to provide mental health consultation services for home visitors.

WHEREAS, Todd County Health & Human Services, empowered by the Todd County Board of Commissioners, has the authority to enter into an agreement with Lake Country Associates.

THEREFORE,

- Lake Country Associates, specifically Jessica Niemi, will provide virtual mental health consultation to Todd County Health & Human Services' home visitors each month. Lake Country Associates will get prior approval for other duties requested.

Liability:

- Each Requesting Party shall defend, indemnify and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law. The purpose of creating this duty to defend, indemnify and hold harmless, is to simplify the defense of claims by eliminating conflicts among defendants that are parties to this Agreement.
- For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement. The employees of the Responding Party shall not be considered employees of the Requesting Party for any other purpose.

Consideration and Terms of Payment:

Consideration of all services performed, and goods supplied pursuant to this agreement shall be paid by Todd County Health & Human Services as follows:

- Virtual consultation for 2 hours each month at a rate of \$175 per hour from July 1, 2025-June 30, 2028.
- Cancellation of virtual consultations less than 24 hours' notice will incur full payment.
- Work outlined by this contract must be completed by Jessica Niemi to be reimbursed.
- Lake Country Associates will submit an invoice monthly to Todd County HHS following the work being completed.
- Invoice and contact information are as follows:
 - o Todd County Health & Human Services, 212 2nd Ave S, Long Prairie MN 56347, 320-732-4500
 - o Lake Country Associates, 615 Anne Street NW, Bemidji MN 56601

IN WITNESS WHEREOF, Todd County Health & Human Services and Lake Country Associates have executed this agreement as of the day and year first written, approved as to form and executed.

Authorized Representative
Lake Country Associates

Date

Jackie Och
Todd County Health & Human Services Director

Date

Bob Byers
Todd County Board Chair

Date

Approved as to form and execution:

By John Lindemann
John Lindemann, Todd County Attorney

Date 6/3/2025



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-17
Agenda Topic Title for Publication:	Assistant County Attorney Job Description	
Date of Meeting: June 17 th , 2025	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: County Attorney/Administration		
Person Presenting Topic at Meeting: John Lindemann/Jackie Bauer		
Background: Supporting Documentation enclosed ☐		
The Personnel Committee has reviewed the Assistant County Attorney job description, and a decision was made during Work Session to move forward with a transition that combines the ACA I and ACA III roles into a single classification. The proposed updated job description for the Assistant County Attorney position will eliminate the need to post separate openings for ACA I and ACA III, streamlining the hiring process when a vacancy occurs.		
Options:		
Approve the Assistant County Attorney job description		
Not Approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the Assistant County Attorney job description.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☒ Yes ☐ No	
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☐ Yes ☐ No ☒ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

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Seal

Todd County Position Description

Department: County Attorney
Position Title: Assistant County Attorney
Pay Grade: N/14
FLSA: Exempt
Status: Non-Union
Reports to: County Attorney
Date: 2025-06

Purpose of Position

The purpose of the Assistant County Attorney (ACA) position is to provide professional legal services on behalf of Todd County as directed by the County Attorney. This includes prosecuting criminal, juvenile, and traffic offenses; representing the County in civil and administrative matters; and advising County departments, boards, and officials on legal issues. Responsibilities also include representing the County in matters involving child protection, child support enforcement, paternity, guardianships, conservatorships, and civil commitments.

Assistant County Attorneys are expected to manage a wide variety of legal work, ranging from routine cases to complex, sensitive, or high-stakes litigation.

Basic Performance Expectations of all Todd County Staff

- Serves as a positive example to other County personnel with regard to workplace actions, decisions, work skills, attitude and adherence to workplace policy and procedures.
- 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 Head 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.

Please note that Assistant County Attorneys may perform some or all of the following tasks depending on their areas of expertise and case assignments:

- Review charges and try cases
 - o Evaluate and review evidence and analyze facts to determine whether to charge, dismiss, negotiate, or proceed to trial.
 - o Prepare cases for judicial and administrative proceedings by interviewing witnesses and clients, conducting legal research, analyzing facts and laws, and preparing legal memoranda and arguments.
 - o Draft petitions, complaints, briefs, memoranda, proposed court orders, stipulations, and other legal documents for civil, criminal, or juvenile matters.

- o Represent the County in assigned criminal, civil, or juvenile cases through all stages of the process, including pretrial hearings, motions, trials, and sentencing.
- o Appear in court and present the County's case, analyze and respond to opposing arguments, and adjust legal strategies as necessary during proceedings.
- o Handle appellate matters including review of transcripts, legal analysis, research, drafting of briefs, and oral arguments before appellate courts.
- Provide legal services for County business
 - o Conduct legal research, draft legal opinions, and provide advice and counsel to County departments, the County Board, elected officials, and employees regarding applicable laws and regulations.
 - o Draft and review legal documents including contracts, ordinances, resolutions, and agreements to ensure legal sufficiency and compliance.
 - o Negotiate contracts, settlements, and similar legal matters on behalf of the County.
 - o Assist in planning litigation strategy and providing legal solutions for current and future issues.
- Train and advise staff and others involved in County legal proceedings
 - o Provide legal guidance and support to law enforcement, corrections, social workers, child support staff, mental health professionals, and other relevant partners.
 - o Offer input, clarification, or training on investigative procedures, case law, courtroom strategy, and applicable statutes and regulations.
 - o Assist and collaborate with other attorneys and legal staff as needed, including legal assistants and paralegals.
 - o Represent the County Attorney's Office in task forces, interagency groups, advisory committees, and other meetings as assigned.

Minimum Education and Experience/Special Requirements

- Juris Doctor (J.D.) degree from an accredited law school, preceded by a bachelor's degree from an accredited institution.
- Licensed and in good standing to practice law in the State of Minnesota.
- Eligibility for certification to access Criminal Justice Information Services (CJIS).
- Must possess and maintain a valid driver's license or access to transportation.
- Must pass a criminal background check.

Preferred Qualifications

- One to three years of experience practicing law in a public sector or prosecutorial setting

Knowledge, Skills and Abilities

- Knowledge of criminal, civil, juvenile, and administrative law.
- Knowledge of legal principles, procedures, and research methods.
- Ability to prepare and present legal cases effectively.
- Strong legal research, writing, and oral communication skills.
- Ability to analyze complex legal issues and recommend solutions.
- Skill in negotiation and courtroom presentation.
- Ability to work independently and meet deadlines.
- Ability to maintain professionalism under pressure.
- Ability to work collaboratively with County departments and partner agencies.

Physical Requirements

This position involves prolonged periods of computer use, including typing, reviewing documents, and conducting legal research. It also requires the ability to sit or stand for extended periods during meetings, trials, or court hearings. Occasional walking, bending, reaching, and lifting of files or boxes weighing up to 25 pounds may be required.

Clear verbal communication is essential for presenting cases in court, participating in hearings, and interacting with clients, witnesses, and other professionals. Hearing and speech abilities must be sufficient to understand and convey legal information in courtroom settings and office environments.

The position may involve high-pressure or emotionally charged situations, particularly during public speaking or courtroom proceedings. The ability to maintain composure, focus, and professionalism in stressful environments is essential.

DRAFT



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250617-18
Agenda Topic Title for Publication:		Annual Service Agreement: Safe Assure
Date of Meeting: 06/17/2025	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: Supporting Documentation enclosed ☒		
Approve our Annual Service Agreement with Safe Assure. Safe Assure provides full safety service for all Todd County employees. This agreement is being paid for through the Safety Account.		
Options:		
1. Approve Safe Assure agreement.		
2. Do not approve agreement with Safe Assure.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Annual Service Agreement with Safe Assure in the amount of \$12,412.53		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 12,412.53 Funding Source(s): Safety Account	☒ Yes ☐ No	
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☒ N/A	Finance Committee Review: ☒ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official Certification

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



WHAT SAFEASSURE WILL DO FOR TODD COUNTY

PROPOSAL/SERVICE AGREEMENT

INTRODUCTION/GENERAL INFORMATION

This Proposal is effective the first day of May 2025 for Todd County, Long Prairie, Minnesota, herein referred to as Todd County and SafeAssure 7505 93rd Ave NE Willmar, Minnesota, herein referred to as SafeAssure.

This proposal includes full service as described throughout this document to departments/employees stated within the schedule.

SafeAssure is a safety and OSHA compliance consulting company established on January 1, 1998, specializing primarily in Municipal, Construction, Manufacturing, and Medical operations.

SafeAssure has an A+ rating with the Better Business Bureau (BBB). A complaint has never been filed against SafeAssure.

SafeAssure currently provides full services to over 140 municipalities in Minnesota, any, or all of which may be contacted for reference (a full list will be provided upon request).

Our employees are our largest asset. All SafeAssure on-site client services employees are individually trained through OSHA certification programs and by SafeAssure Education Systems prior to conducting classroom or consultation services. The SafeAssure training management system continually reviews OSHA Regulations/Statutes/Interpretations and confers with OSHA representatives on any new or revised regulations or statutes. Employees are continually evaluated on OSHA subject matter proficiencies.

SafeAssure employs 10 to 12 committed employees (depending on time of year), six of which operate mainly in the field. Although there is other support staff, key team members most directly servicing your organization will include:

- Chadwick Peterson (President/Owner/Consultant/Instructor) - Overall Operations/Client Services
- Melanie Bauman (Office Manager) - Scheduling/Coordinating/Client Services
- Jonathon Beale (Consultant/Instructor) - Client Services
- Tom Norgel (Consultant/Instructor) - Client Services
- Tom Paull (Consultant/Instructor) - Client Services
- Tom Guntzburger (Consultant/Instructor) - Client Services
- Seth Schueller (Consultant/Instructor) - Client Services
- Joe Brandt (Consultant/Instructor) - Client Services

CONSULTING SERVICES

(See also Training Schedule)

- All written programs/services that are produced by SafeAssure are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure will reimburse Todd County should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure. SafeAssure does not take responsibility for financial loss due to MNOSHA/OSHA fines that are not directly related to improperly written programs.
- SafeAssure will continuously monitor OSHA Standards and modify all safety related programs as needed to ensure updates meet OSHA regulations and statutes. These changes or additions, when made during an agreement year, will be made at no additional cost to Todd County.
- SafeAssure will conduct simulated OSHA audits of facilities (buildings), recording deficiencies and making corrective recommendations. Audits will include pictures of noted deficiencies and recommendations. All county owned buildings where county employees work will be inspected upon request and at no additional costs.
- SafeAssure will provide answers to all OSHA questions submitted by department Supervisors (or other persons as allowed by management). Unlimited Consulting.
- In the event of an actual OSHA inspection, a SafeAssure employee will directly assist during the inspection process. SafeAssure will be with you all the way, including a presence at the OSHA closing conference and/or citation contesting hearings when requested.
- SafeAssure will assist you in the event of a serious work-related employee injury or death including OSHA correspondence and negotiations.
- SafeAssure will provide an “ALERT” system that allows SafeAssure to quickly inform clients (through email) of any information that is pertinent to the safety of employees and/or OSHA compliance.
- SafeAssure will provide access to an SDS database specific to Todd County through VelocityEHS. The SDS database related services provided (amount of SDS and use) will be unlimited.

TRAINING SERVICES

(See also Training Schedule)

- Training subject matter will include all subjects listed within the provided annual schedule (see within).
- SafeAssure clients may utilize multiple training formats and techniques including but not limited to:
 - o On-site training with Power Point presentations, workbooks, videos, and topical employee participation games (see schedule).
 - o Online training through video/question-answer as well as client-specific OSHA safety information.
- SafeAssure provides online safety training and complete documentation of individual employee training on most subjects (see schedule) for employees directed by management to do online training (such as during shutdowns, new employees, or employees who missed on-site training).
- All documents and classroom training produced by SafeAssure for Todd County are for the sole and express use by Todd County and its employees and not to be shared, copied, recorded, filmed, digitized, or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure.
Data Practices Act. All government data collected, created, received, maintained, or disseminated for any purpose by the Parties pursuant to this Agreement shall be governed by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.01 et seq. (“the Data Practices Act”). Contractor agrees to comply with the Data Practices Act as it applies to any data provided to it by the County or third parties, and further agrees to cooperate and assist County staff in complying with any data practices requests arising out of, or related to, information generated or submitted pursuant to the contract.
- All programs, policies, training, and procedures referenced on the following page **do not** include the cost of hardware such as labels and signs. It will be the responsibility of Todd County to obtain this hardware as required to comply with OSHA standards.
- All time spent consulting, answering questions, and assisting with OSHA inspections both on and off-site are part of the agreement services and are included (see also schedule).
- Any additional classroom subjects/hours separate from the agreement and schedule will be billed and eligible for all “current client” discounts offered by SafeAssure not to exceed \$800 per 2-hour training session. These hours (if any) will only be allowed upon approval of Todd County management representative and SafeAssure.

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

SAFEASSURE INSURANCE SPECIFICS

COMMERCIAL GENERAL LIABILITY	EACH OCCURANCE	1,000,000
	DAMAGE TO RENTED PREMISIS (EA OCCURANCE)	300,000
	MED EXP (ANY ONE PERSON)	10,000
	PERSONAL & ADV INJURY	1,000,000
	GENERAL AGGREGSTE	2,000,000
	PRODUCTS-COMP/OP AGG	2,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE UNIT (EA ACCIDENT)	1,000,000
UMBRELLA LIABILITY/EXCESS LIABILITY	EACH OCCURANCE	1,000,000
	AGGREGATE	2,000,000
WORKERS COMPENSATION	EACH ACCIDENT	500,000
	DISEASE-EACH EMPLOYEE	500,000
	DISEASE-POLICY LIMIT	500,000
PROFESSIONAL LIABILITY		1,000,000

SafeAssure agrees to provide, at the time of execution of this agreement, Todd County (upon request) with a current Certificate of Insurance with the above coverage lines.

Service Agreement-Signature Page

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees that Todd County will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts, or omissions of SafeAssure to third parties. SafeAssure expressly and in perpetuity releases and discharges Todd County and its agents, members, officers, employees, heirs, and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless Todd County, its agents, members, and heirs from all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure is an independent contractor of Todd County, and nothing in this agreement shall be considered to constitute the relationship of an employer/employee.

In consideration of this signed agreement, for the period of **12 months** from May 1, 2025, SafeAssure agrees to provide Todd County with the features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see 12-month schedule), unlimited online training, an online SDS management program, and the production and maintenance of mandatory OSHA programs. These features and services will be prepared to meet the specific needs of Todd County.

If SafeAssure fails to perform any of the provisions of this agreement or fails to administer the work as to endanger the performance of the agreement, such failure may constitute default. Unless the default is excused by the county, the county may, upon written notice to SafeAssure, cancel this agreement in partial or entirety. Either party can terminate the agreement upon written notice sixty days prior to the anniversary date of the agreement.

Below is the agreement fee calculated by services and schedule to be paid in full (total each year as stated below) by the agreement start date of May 1, 2025 (or later as approved by SafeAssure or due date stated within the produced invoice).

1 YEAR TOTAL COST	\$12,412.53
SDS SERVICES (ON-LINE DATABASE)	(included)

TOTAL ANNUAL	\$12,412.53
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IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____	_____
Todd County	Date

X _____	_____
Todd County	Date

X 	040225
President-SafeAssure	Date



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
☐ Action/Motion	☐ Report	20250617-19
☐ Discussion	☒ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:**A Resolution Expressing Concerns Regarding the
U.S. Department of Homeland Security's
"Sanctuary Jurisdiction" Designation for Todd County**

Date of Meeting: 06/17/2025

Agenda Time Requested: 5 Minutes

☐ Consent Agenda

Organization / Department Requesting Action: Commissioners

Person Presenting Topic at Meeting: John Lindemann/Jackie Bauer

Background: Supporting Documentation enclosed ☒

Todd County was recently notified that the U.S. Department of Homeland Security (DHS) placed it on a "Sanctuary Jurisdiction" list—without prior consultation, clear criteria, or a transparent process—and with the threat of withholding federal funds. This designation has created uncertainty about the basis for inclusion and its potential consequences. In response, the Todd County Board of Commissioners is adopting a resolution to express its concerns. The Board joins the Association of Minnesota Counties, the Minnesota Sheriffs' Association, and the Minnesota County Attorneys' Association in opposing DHS's designation of 20 Minnesota counties.

The lack of clear criteria, potential for arbitrary changes, and absence of an appeals process undermines trust and collaboration with federal partners. Counties need clarity, consistency, and cooperation to support effective law enforcement and community engagement.

Options:**1. To adopt the attached Resolution Expressing Concerns Regarding the U.S. Department of Homeland Security's "Sanctuary Jurisdiction" Designation for Todd County.****2. To not adopt the attached Resolution Expressing Concerns Regarding the U.S. Department of Homeland Security's "Sanctuary Jurisdiction" Designation for Todd County.****Recommendation:**

The Todd County Board of Commissioners approves the following by Motion:

To adopt the attached Resolution Expressing Concerns Regarding the U.S. Department of Homeland Security's "Sanctuary Jurisdiction" Designation for Todd County.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☒ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	

Official CertificationSTATE 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

**A Resolution Expressing Concerns Regarding the
U.S. Department of Homeland Security's
"Sanctuary Jurisdiction" Designation for Todd County**

WHEREAS, the U.S. Department of Homeland Security (DHS) recently released a public list designating 20 Minnesota counties, including Todd County, as so-called "sanctuary jurisdictions;" and

WHEREAS, DHS has not promulgated an **official definition** of "sanctuary jurisdiction;" and

WHEREAS, this "sanctuary jurisdiction" designation was made **without consultation, clearly defined criteria, or notice to Todd County** in advance of the public release; and

WHEREAS, this lack of communication placed local officials in the difficult position of responding to media inquiries and constituent concerns without any explanation or context for this "sanctuary jurisdiction" designation; and

WHEREAS, Minnesota state law **prohibits the detention of individuals for more than 48 hours without formal charges**, thereby limiting the ability of counties to comply with certain ICE requests; and

WHEREAS, this "sanctuary jurisdiction" designation could lead to **serious and unfair consequences**, including potential loss of critical federal funding that supports public safety and essential community services; and

WHEREAS, national organizations such as the National Sheriffs' Association and the National Association of Counties have expressed similar concerns regarding the **lack of clarity, transparency, and due process** in the DHS designation process.

NOW, THEREFORE, BE IT RESOLVED, that the Todd County Board of Commissioners **formally objects** to the designation of Todd County as a "sanctuary jurisdiction" and expresses **deep concern** about the lack of communication and transparency demonstrated by DHS in this matter.

BE IT FURTHER RESOLVED, that the Board requests that our Minnesota Congressional Delegation to advocate for:

1. **Immediate clarification** from DHS regarding the criteria and methodology used in making "sanctuary jurisdiction" designations;
2. A **transparent and accountable process** that includes notice, input, and the opportunity for so-called "sanctuary jurisdictions" **to appeal** this designation;
3. **Assurances** that Minnesota counties, including Todd County, will **not be unfairly penalized**, especially in terms of federal funding vital to public safety and community well-being.

BE IT FINALLY RESOLVED, that a copy of this resolution be forwarded to the U.S. Department of Homeland Security, the Association of Minnesota Counties, and our Minnesota Congressional Delegation, as a formal statement of Todd County's position that DHS's arbitrary "sanctuary jurisdiction" designation for Todd County is unfounded and inaccurate.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☐ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☒ Other Closed Session	20250617-20
Agenda Topic Title for Publication:		Closed Session - Department Head Performance Evaluations
Date of Meeting: June 17 th , 2025		Agenda Time Requested: 2.5 hours ☐ Consent Agenda
Organization / Department Requesting Action: Commissioners		
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator		
Background: Supporting Documentation enclosed ☒		
The Todd County Board of Commissioners will hold a closed session pursuant to Minnesota Statute §13D.05 Subd. 3(a) for the purpose of evaluating the performance of an individual subject to the Board's authority.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Enter into closed session pursuant to MN Statute §13D.05 Subd. 3(a) at 10:00 a.m.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	☐ Yes ☐ No	
Attorney Legal Review: ☐ Yes ☐ No ☐ N/A	Facilities Committee Review: ☐ Yes ☐ No ☐ N/A	Finance Committee Review: ☐ Yes ☐ No ☐ N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	☐ Byers	☐ Byers
Second:	☐ Denny	☐ Denny
☐ Passed ☐ Rollcall Vote	☐ Noska	☐ Noska
☐ Failed	☐ Neumann	☐ Neumann
☐ Tabled	☐ Becker	☐ Becker
☐ Other:	Notes:	
Official Certification		
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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Official Public Notice

Announcement of a Closed Meeting

This notice is to advise the public that the Todd County Board of Commissioners will be meeting in a closed session commencing at approximately 10:00 am on Tuesday, June 17th, 2025 in the Commissioner's Board Room.

The purpose of this closed portion of the meeting is for the purposes of evaluating the performance of an individual subject to the Board's authority pursuant to MN Statute 13D.05 Subd. 3(a).

Respectfully submitted,

Denise Gaida

Todd County Auditor-Treasurer Clerk to the Board

Posted: June 13th, 2025