



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, February 4, 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 - January 21st, 2025	
4.2	Resignation - Social Worker Chasity Armstrong 09/03/2024	
5	Commissioners	9:05
5.1	2025 Employee 1st Quarter Service Awards	
6	County Auditor-Treasurer	9:10
6.1	Auditor Warrants - January 2025	
6.2	Commissioner Warrants	
6.3	Health & Human Services Commissioner Warrants	
6.4	Health & Human Services SSIS Warrants	
6.5	Update to Committee List: MTW Board of Health	
7	Public Works	9:15
7.1	2025 Spring Road Meeting - Setting Date	
7.2	Authorization to Purchase Plow Truck	
7.3	Authorization to Purchase Tractor - Mower	
8	Administration	9:20
8.1	Rescind BA#20240206-33	
8.2	Rescind BA#20240903-28	

Standing Reports

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

Recess



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● 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	20250204-01
Agenda Topic Title for Publication:		Meeting Minutes Approval - January 21st, 2025
Date of Meeting: February 4 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: January 21 st , 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 January 21 st , 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



WHERE THE FOREST MEETS THE PRAIRIE

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*Minutes of the Meeting of the Todd County Board of Commissioners held on
January 21st, 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 21st day of January, 2025 at 9:00 AM. The meeting was called to order by Chairperson Becker. The meeting was opened with the Pledge of Allegiance. All Commissioners were present.

Approval of Agenda

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for January 3rd & 7th, 2025 as presented.

GAMBLING PERMIT – CENTRAL MINNESOTA WHITETAILS

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Central Minnesota Whitetails through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Central Minnesota Whitetails to hold a raffle event at Clarissa Ballroom in Eagle Valley Township at the address 19281 Kotter Rd, Clarissa, MN on April 5th, 2025.

GAMBLING PERMIT – LAKEWOOD HEALTH SYSTEM

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Lakewood Health System through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Lakewood Health System to hold a raffle event at Lakewood Health System in Villard Township at the address 49725 County 83, Staples, MN on April 25th, 2025.

GAMBLING PERMIT – LITTLE BIRCH LAKE ASSOCIATION

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Little Birch Lake Association through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Little Birch Lake Association to hold a raffle event at Hub Supper Club in Burnhamville Township at the address 30905 County 13 Burtrum, MN on September 6th, 2025.

**GAMBLING PERMIT – MIDWEST OUTDOORS UNLIMITED PRAIRIE PARTNERS
CHAPTER**

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Midwest Outdoors Unlimited Prairie Partners Chapter through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Midwest Outdoors Unlimited Prairie Partners Chapter to hold a raffle event at Hub Supper Club in Burnhamville Township at the address 30905 County 13 Burtrum, MN on March 15th, 2025.

To approve a One Day On Sale 3.2 Malt Liquor License for the Swanville/Sobieski Lions on the Long Lake in Burnhamville Township effective February 22nd, 2025.

Auditor-Treasurer

On motion by Noska and second by Neumann, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 403663 through 403684 in the amount of \$26,811.33 and (Regular) 58635 through 58668 in the amount of \$62,929.79 for a total of \$89,741.12.

On motion by Denny 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) 806099 through 806168 and (Regular) 712688 through 712739 for a total of \$100,224.23.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601531 through 601558 and (Regular) 518227 through 518245 for a total amount of \$145,133.71.

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

APPROVAL OF ALL COUNTY DEPARTMENTAL CHANGE & PETTY CASH FUNDS

WHEREAS, there are multiple petty cash & change funds in various departments across the county, and;

WHEREAS, State Auditing Standards & Statutes require board approval when modifications are requested and to annually confirm/reaffirm all county departmental change & petty cash funds,

NOW, THEREFORE BE IT RESOLVED, to approve the petty cash & change funds for the various departments for immediate implementation as per the attached list to be filed in the Auditor-Treasurer's Office.

On motion by Denny and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the final amount of ARPA funds previously authorized via BA#20240319-18 for the Battle Point Park Paving Project at \$15,300 and allow the remaining funds of \$4,700 to be reassigned according to the terms of BA#20241217-20.

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

**A RESOLUTION RESTRICTING FUND BALANCE FOR CLEAN WATER PARTNERSHIP
(CWP) LOAN PROGRAM**

WHEREAS, the Todd County Board of Commissioners on February 4, 2020 (Board Tracking # 20200204-18) and again on November 7, 2023 (Board Tracking #20231107-26) approved for the Todd County Planning and Zoning Department to apply for a Clean Water Partnership Loans for septic systems via the MPCA and;

WHEREAS, Planning and Zoning has been awarded both of these Clean Water Partnership Loan applications, and;

WHEREAS, beginning in FY2021 the Todd County Board of Commissioners established a Restricted Fund Balance for the Clean Water Partnership Program and has updated the restricted balance annually, and;



WHEREAS, Planning and Zoning collects application fees, annual principal and interest to supply for the loan repayment to MPCA and;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby authorize the County Auditor/Treasurer to update the Restricted Fund Balance for the Clean Water Partnership (CWP) Loan Program account in Fund 01-613 with a balance of \$84,424.86 as of 12-31-2024.

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

RESTRICT FUND BALANCE FOR PLANNING & ZONING GRANT PROGRAMS

WHEREAS, the Planning & Zoning Grant Revenues arrive prior to the year of planned activity, and;

WHEREAS, State Auditors recommendation is to approve by resolution a restricted fund balance on an annual basis for transparent financial reporting, and;

WHEREAS, the balance of the Planning & Zoning Grant Programs as of 12-31-2024 is \$148,571.75.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby authorize the County Auditor/Treasurer to Restrict Fund Balance for the Planning & Zoning Grant Programs for fiscal year ending 2024 per the attached list.

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

RESTRICT FUND BALANCE FOR THE POLICE STATE AID 2023 ONE-TIME DISTRIBUTION

WHEREAS, the 2023 omnibus tax bill included \$210 million in one-time public safety aid that was distributed on 12/26/2023 to cities and counties across the state, and;

WHEREAS, Todd County received \$712,941.00 from this one-time distribution, and;

WHEREAS, the omnibus bill provided stipulations regarding allowable uses for this one-time funding and;

WHEREAS, on March 19, 2024, the County Board established a Restricted Fund Balance to carry forward these funds from FY2023 until allowable projects can be identified, and;

WHEREAS, the balance of this account is \$565,130.18 as of 12-31-2024.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby authorize the County Auditor/Treasurer to Restrict Fund Balance for the Police State Aid 2023 One-Time Distribution for the fiscal year ending 2024 with a balance of \$565,130.18.

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

TRANSFER OF FUNDS FROM GENERAL FUND TO



TODD COUNTY DEVELOPMENT CORPORATION FUND

WHEREAS, the 2025 Budget for Todd County's support to the Todd County Development Corporation has been approved at \$95,658, and;

WHEREAS, a letter was received from the Todd County Development Corporation requesting for the allocation of funds from the County General Fund to be provided.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby approve the transfer of funds in the amount of \$95,658.00 from Fund 01-General Revenue to Fund 74-Todd County Development Corporation.

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

TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE TODD WADENA COMMUNITY CORRECTIONS FUND FOR THE 2025 ALLOCATION

WHEREAS, the 2025 Budget for Todd County's support to Todd Wadena Community Corrections has been approved at \$619,404.00; and

WHEREAS, a letter was received from the Todd Wadena Community Corrections requesting for the allocation of funds from the General Fund to be provided;

NOW, THEREFORE BE IT RESOLVED, that The Todd County Board of Commissioners hereby approve the transfer of funds in the amount of \$619,404.00 from Fund 01-General Revenue to Fund 75-Todd Wadena Community Corrections.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous vote: To adopt the recommendations for reappointment for Jed Fiskness and new appointments for Eric Seifert, Megan Hollermann and Stacy Brichacek for the Extension Committee.

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous vote: To appoint Stacy Brichacek as the District 1 representative on the Todd County Parks & Trails Board effective immediately.

Ditch/Ag Inspector

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: Acting as Ditch Authority, acknowledge receipt of a Hold Harmless Agreement petition to clean a portion of the Main Ditch on CD27 in section 16, Wykeham Twp.

County Sheriff

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous vote: To accept donations for 2024 Canine fund from Harren Trucking, Zinter Brothers and Minnesota National Bank for a total of \$860.00.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the carry over of the Sheriff's Office Canine, Contingency and Forfeiture Funds with a total of \$89,101.48.

Planning & Zoning

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: To adopt the findings of the Planning Commission and grant the CUP for parcel 14-0005800 with the following conditions:

1. Applicant must obtain and maintain a feedlot registration compliant with the Todd County Planning and Zoning Ordinance and MN Rule 7020.
2. Secondary fencing of the property shall be installed and maintained.
3. Applicant must provide a copy of the USDA animal care registration and license
4. Applicant must abide by all applicable Minnesota Statutes and Rules related to the keeping of wild animals.
5. Abide by all other applicable Federal, State and Local standards including, but not limited to Minnesota Department of Health Standards.
6. A site and permit review shall be completed prior to the start of public tours to verify compliance with conditions and licenses.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the findings of the Planning Commission and approve the Ambling Trail Plat on parcel 03-0018300 preliminary plat with the condition below.

- 1 All new driveway accesses shall be approved by the local road authority prior to installation.
2. Abide by all other applicable Federal, State and Local standards.

Solid Waste

On motion by Denny and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the new Operations Technician Position and Terminate the Lead Operator Position.

Closed Session

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: To enter into closed session pursuant to MN Statute 13.D3 at 9:40 AM.

On motion by Denny and second by Becker, the following motion was introduced and adopted by unanimous vote: To reopen the session at 10:33 a.m.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that on February 11, 2025 the Swanville School District will be holding a special election.

County Attorney's Report

The County Attorney had nothing to report but encouraged persons to vote in upcoming school election.

County Coordinator's Report

The County Coordinator has been working on grant applications and project planning, attended committee meetings and is working on preparations for the upcoming holiday employee gathering.

County Commissioner's Report

The Commissioners reported on meetings and events attended.

Commissioner Becker attended the rainbow rider, TWCC, Friendly Rider, West Central Regional Juvenile Center, .

Commissioner Neumann attended the solid waste, rainbow rider, JD2 meetings.

Commissioner Noska attended meetings as usual including the law library construction progress.

Commissioner Byers attended the personnel, dept head, SWCD, AIS, Long Prairie Airport and mediation meetings.

Commissioner Denny has attended the SWCD, solid waste, dept head, personnel, AMC leadership training and mediation meetings.

Adjourn

On motion by Denny and second by Neumann, the meeting was adjourned for the month of February 2025.

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
CARGILL SALT DIVISION	\$ 15,534.27
D & D AUTO REPAIR	\$ 5,263.29
G S EQUIPMENT INC	\$ 4,405.00
INFORMATION SYSTEMS CORPORATION	\$ 13,217.00
INTEGRITY EMPLOYEE BENEFITS, LLC	\$ 4,653.00
M & I LOCKBOX MCCC	\$ 19,000.00
MN COUNTY ATTORNEY'S ASSOC	\$ 4,798.00
WIDSETH SMITH NOLTING INC	\$ 5,971.25
48 PAYMENTS LESS THAN 2000	\$ 16,899.31
Total:	\$ 89,741.12

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
9 PAYMENTS LESS THAN 2000	\$ 5,557.66
INFORMATION SYSTEMS CORPORATION	\$ 31,325.00
RURAL MN CEP INC	\$ 9,990.69
111 PAYMENTS LESS THAN 2000	\$ 53,350.88
Total:	\$ 100,224.23

VENDOR NAME	AMOUNT
# 16704	\$ 7,012.20
# 17598	\$ 4,189.03
# 16192	\$ 2,493.42
GREATER MN FAMILY SRVS INC	\$ 21,553.53
HEARTLAND GIRLS RANCH	\$ 20,918.80
HOLISTIC FAMILY EDUCATION SRVS	\$ 6,764.42
NORTHERN PINES MENTAL HLTH CTR INC	\$ 9,537.22
NORTHWOOD CHILDRENS SERVICES	\$ 5,241.47
# 17597	\$ 4,021.01
PORT OF CROW WING BOYS HOME	\$ 6,299.64



PRAIRIE LAKES YOUTH PROGRAMS	\$	11,191.00
VILLAGE RANCH INC	\$	11,458.62
WEST CENTRAL REG JUVENILE CTR	\$	12,918.00
34 PAYMENTS LESS THAN 2000	\$	21,535.35
Total:	\$	145,133.71



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	20250204-02
Agenda Topic Title for Publication:		Resignation - Social Worker Chasity Armstrong
Date of Meeting: 02/04/2025	Agenda Time Requested:	☒ Consent Agenda
Organization / Department Requesting Action: Admin		
Person Presenting Topic at Meeting: Nellie Johnson		
Background: Supporting Documentation enclosed ☐		
Chasity Armstrong has resigned from her position as Child Services Social Worker effective September 3, 2024.		
Options:		
1. Approve the resignation of Child Services Social Worker Chasity Armstrong, effective September 3, 2024.		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the resignation of Child Services Social Worker Chasity Armstrong, effective September 3, 2024.		

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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• 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	20250204-03
☐ Discussion	☐ Resolution	
☒ Information Item	☐ Other	
Agenda Topic Title for Publication:		1st Quarter Service Awards
Date of Meeting: February 4 th , 2025		Agenda Time Requested: 5 Minutes ☐ 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 recognizes that County employees are our most valuable asset and would like to recognize staff for their years of service. 1 st Quarter 2025 Service Awards will be presented.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	☐ Yes ☐ No	
Funding Source(s):		
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: Service Awards	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



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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	20250204-04
Agenda Topic Title for Publication:		Auditor Warrants - January 2025
Date of Meeting: February 4 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 ☒		
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 January 2025 Auditor Warrants number (ACH) 904719 through 904831 in the amount of \$2,157,792.64 (Manual) 1034 through 1046 in the amount of \$68,930.79 and (Regular) 243818 through 243981 in the amount of \$1,551,642.86 for a total of \$3,778,366.29.		

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

Auditor Warrants for Publication
January 2025

Vendor Name	Amount
ANDERSON BROTHERS	\$ 290,432.27
ASSOC OF MN COUNTIES	\$ 24,437.00
ASSOC OF MN COUNTIES	\$ 2,556.00
GAPINSKI/TIMOTHY AND CHRISTINA	\$ 13,546.45
GREAT RIVER REGIONAL LIBRARY	\$ 86,976.25
LAKEVIEW LOAN SERVICING, LLC	\$ 101,223.65
LONG PRAIRIE SANITATION INC	\$ 6,317.90
MCCC, MI33	\$ 43,588.31
MCIT	\$ 29,238.00
PETERS LAW OFFICE, P.A.	\$ 8,285.75
SHI CORP	\$ 4,648.80
TODD CO HISTORICAL SOCIETY	\$ 15,000.00
TODD TRAILS ASSOCIATION	\$ 53,791.20
US BANK	\$ 376,015.00
VERIZON	\$ 6,352.45
VOYANT COMMUNICATIONS, LLC	\$ 3,377.68
36 PAYMENTS LESS THAN 2000	\$ 15,154.22
AMC (MCHRNA)	\$ 5,500.00
CARD SERVICES COBORNS	\$ 2,678.17
CENTRA CARE	\$ 12,109.12
DOHERTY STAFFING SOLUTIONS	\$ 2,191.31
DOUGLAS SWCD	\$ 2,872.60
DSC COMMUNICATIONS	\$ 13,689.40
FLEET SERVICES/WEX BANK	\$ 6,621.88
HILDI INC	\$ 6,300.00
HY-TEC CONSTRUCTION	\$ 355,149.07
KNEISL/JASON & KAYLA	\$ 16,972.69
LIBERTY TIRE SERVICES LLC	\$ 2,508.45
LONG PRAIRIE OIL COMPANY	\$ 2,894.90
MACO	\$ 2,190.00
MASWCD	\$ 7,431.37
MCIT	\$ 467,823.00
MN DEPT OF FINANCE	\$ 6,571.00
MN STATE SHERIFFS ASSOC	\$ 6,844.77
MORRISON COUNTY	\$ 10,887.88
MOTOROLA	\$ 24,872.40
ONSOLVE, LLC	\$ 10,116.97
PATNODE/MARK	\$ 33,157.77
SHIRLEY'S GAS & GROCERIES INC	\$ 3,212.09
STEP	\$ 10,084.83
STOECKEL JAHNER INC	\$ 33,370.00
TODD CO AUD-TREAS	\$ 8,690.77
VARNER/JOE	\$ 8,511.51
WEST CENTRAL REG JUVENILE CTR	\$ 12,707.00
WIDSETH SMITH NOLTING INC	\$ 7,411.25
WONDERLICH/SCOTT A	\$ 5,203.50
42 PAYMENTS LESS THAN 2000	\$ 19,061.21
CITY OF BERTHA	\$ 19,534.42
CITY OF BROWERVILLE	\$ 6,473.23
CITY OF CLARISSA	\$ 3,321.12
CITY OF EAGLE BEND	\$ 13,612.92
CITY OF GREY EAGLE	\$ 7,791.39
CITY OF HEWITT	\$ 2,864.77
CITY OF LONG PRAIRIE	\$ 20,922.96
CITY OF OSAKIS	\$ 7,696.45
CITY OF STAPLES	\$ 23,962.42
SAUK RIVER WATER SHED DISTRICT	\$ 3,540.92
SCHOOL DISTRICT 213	\$ 32,368.66
SCHOOL DISTRICT 2170	\$ 62,408.44
SCHOOL DISTRICT 2753	\$ 71,035.96
SCHOOL DISTRICT 486	\$ 17,502.63
SCHOOL DISTRICT 740	\$ 3,735.21
SCHOOL DISTRICT 743	\$ 27,743.79
SCHOOL DISTRICT 786	\$ 49,386.53
SCHOOL DISTRICT 787	\$ 54,690.83
SCHOOL DISTRICT 818	\$ 3,807.17
TOWN OF BARTLETT	\$ 6,819.74
TOWN OF BERTHA	\$ 13,297.08
TOWN OF BIRCHDALE	\$ 7,659.01
TOWN OF BRUCE	\$ 7,066.58
TOWN OF BURLEENE	\$ 4,755.26

Auditor Warrants for Publication
January 2025

Vendor Name	Amount
TOWN OF BURNHAMVILLE	\$ 6,278.96
TOWN OF EAGLE VALLEY	\$ 9,051.06
TOWN OF FAWN LAKE	\$ 5,441.01
TOWN OF GERMANIA	\$ 4,444.60
TOWN OF GORDON	\$ 9,976.12
TOWN OF GREY EAGLE	\$ 8,206.54
TOWN OF HARTFORD	\$ 6,316.04
TOWN OF IONA	\$ 11,178.04
TOWN OF LESLIE	\$ 6,202.81
TOWN OF LITTLE ELK	\$ 2,518.15
TOWN OF LITTLE SAUK	\$ 7,423.99
TOWN OF LONG PRAIRIE	\$ 6,754.73
TOWN OF MORAN	\$ 6,390.91
TOWN OF ROUND PRAIRIE	\$ 8,544.77
TOWN OF STAPLES	\$ 9,458.16
TOWN OF STOWE PRAIRIE	\$ 13,077.33
TOWN OF VILLARD	\$ 3,686.75
TOWN OF WARD	\$ 8,460.15
TOWN OF WEST UNION	\$ 2,883.03
TOWN OF WYKEHAM	\$ 20,126.70
14 PAYMENTS LESS THAN 2000	\$ 7,973.75
ACTIVE911 INC	\$ 3,795.00
CENTERPOINT ENERGY	\$ 10,695.33
COUNTIES PROVIDING TECHNOLOGY	\$ 7,240.00
DSC COMMUNICATIONS	\$ 41,651.76
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
GREYSTONE CONSTRUCTION COMPANY	\$ 29,846.00
INITIATIVE FOUNDATION	\$ 7,500.00
MADDEN GALANTER HANSEN, LLP	\$ 5,964.87
MINNESOTA POWER	\$ 19,402.90
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 93,473.61
STAPLES ADVANTAGE	\$ 2,004.36
WEST CENTRAL REG JUVENILE CTR	\$ 12,707.00
34 PAYMENTS LESS THAN 2000	\$ 13,567.57
CARGILL SALT DIVISION	\$ 5,313.19
EBSO INC	\$ 323,038.00
HEALTH PARTNERS DENTAL	\$ 8,932.49
INFORMATION SYSTEMS CORPORATION	\$ 208,837.00
KITZMANN LAW OFFICE	\$ 2,760.00
MINNESOTA POWER	\$ 2,040.63
RAINBOW RIDER	\$ 46,407.49
STANTEC CONSULTING SERVICES INC	\$ 9,220.52
TRIMIN SYSTEMS INC	\$ 11,364.00
YIPA	\$ 3,013.00
40 PAYMENTS LESS THAN 2000	\$ 13,693.85
MN DEPT OF REVENUE	\$ 41,466.52
US BANK - CC	\$ 6,289.37
MN DEPT OF REVENUE	\$ 15,132.42
11 PAYMENTS LESS THAN 2000	\$ 6,042.48
TOTAL:	\$ 3,778,366.29



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	20250204-05
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Approve Commissioner Warrants	
Date of Meeting: February 4th, 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) 403685 through 403712 in the amount of \$32,222.91 and (Regular) 58669 through 58702 in the amount of \$166,054.72 for a total of \$198,277.63.		

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

RACHEL

1/31/25 8:30AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION
Warrants Approved On 2/04/2025 For Payment 2/07/2025

<u>Vendor Name</u>	<u>Amount</u>
D & D AUTO REPAIR	2,088.12
LONG PRAIRIE LEADER	2,883.00
MIDSTATES EQUIPMENT & SUPPLY INC	8,700.92
NORTH STAR OVERHEAD CRANE AND HO	3,461.89
NORTHERN STAR COOP	5,668.57
NUSS TRUCK & EQUIPMENT	7,058.71
OSBORNE/BILL	3,688.00
REVIZE LLC	8,280.00
TODD SOIL & WATER CONS DIST	131,458.72
ZIEGLER INC	7,262.81
52 Payments less than 2000	17,726.89
Final Total:	198,277.63



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	20250204-06
Agenda Topic Title for Publication:		Health & Human Services Commissioner Warrants
Date of Meeting: February 4 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) 806169 through 806208 and (Regular) 712740 through 712785 for a total of \$56,002.47.		

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

1/29/25 3:00PM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 2/04/2025 For Payment 2/07/2025

<u>Vendor Name</u>	<u>Amount</u>
8 Payments less than 2000	3,888.68
Final Total:	3,888.68

KATIE

1/28/25 1:59PM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION
Warrants Approved On 2/04/2025 For Payment 2/07/2025

<u>Vendor Name</u>	<u>Amount</u>
CENTRAL MN COUNCIL ON AGING	2,534.00
DHS - SWIFT	22,273.54
ITEN FUNERAL HOME	3,500.00
KARVONEN FUNERAL HOME	3,500.00
74 Payments less than 2000	20,306.25
Final Total:	52,113.79



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	20250204-07
Agenda Topic Title for Publication:	Health & Human Services SSIS Warrants	
Date of Meeting: February 4 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) 601559 through 601566 and (Regular) 518246 through 518267 for a total amount of \$39,596,39.		

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

Warrants for Publication

Payment Date:

2/7/2025

Approval Date:

2/4/2025

<u>Vendor name or #</u>	<u>Amount</u>
DHS - MSOP - MN SEX OFFENDER PROG - 462	6038.80
GERARD TREATMENT PROGRAMS	8938.85
MERIDIAN SERVICES INC	3147.35
NORTHERN PINES MENTAL HLTH CTR INC	2644.11
RANDY GOLOMBECKI CONSTRUCTION	2260.00
WEST CENTRAL REG JUVENILE CTR	7055.00
	\$9,512.28
Final Total	\$39,596.39



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	20250204-08
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Update to Committee List: MTW Board of Health
--	--

Date of Meeting: February 4 th , 2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
--	----------------------------------	---

Organization / Department Requesting Action: Auditor-Treasurer
--

Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer
--

Background: Supporting Documentation enclosed ☐

It has been discovered that the 2025 Committee Listing contained an error which should be clarified regarding the 3 Co. Morrison, Todd, Wadena Board of Health. All Commissioners were listed as assigned to this committee. Commissioners Becker and Noska are the delegates that have been attending these events as the assigned member.

Options:

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
To update the 2025 Todd County Commissioner Committee Assignments listing to appoint Commissioner Becker and Commissioner Noska to the 3 Co. Morrison, Todd, Wadena Board of Health with the other commissioners as alternates.

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 ●

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	20250204-09
Agenda Topic Title for Publication:		2025 Spring Road Meeting - Setting Date
Date of Meeting: 02/04/2025		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 ☒		
Request to set date for the 2025 Spring Road Meeting.		
Options:		
#1 Set the 2025 Spring Road Meeting for one of the following dates and times: April 7th, 14th, 16th, 17th, 21st, 23rd, 24th, 28th (all at 9:00 AM at _____)		
#2 Do not have a 2025 Spring Road Meeting		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Set the 2025 Spring Road Meeting for _____, 2025 at 9:00 AM at _____.		
Additional Information:		Budgeted:
Financial Implications: \$ 0.00 Funding Source(s): Fund 3		☒ 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	☐ Report	20250204-10
☐ Discussion	☐ Resolution	
☐ Information Item	☐ Other	

Agenda Topic Title for Publication:	Authorization to Purchase Plow Truck
--	---

Date of Meeting: 02/04/2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
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Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer
--

Background: Supporting Documentation enclosed ☒
--

The 2025 Road and Bridge Budget contains funds for the replacement of Public Works Unit #24, which is a 2005 Sterling Plow Truck with approximately 241,000 miles.

Public Works Unit #24 is scheduled for replacement in FY 2025 and is included in the current Todd County Public Works Equipment Replacement Plan.

Options:

#1 Approve the attached state bid plowtruck purchase agreements below:

a. Boyer Truck (New Plow Truck Chassis) for \$161,422.74

b. Towmaster Truck and Equipment (New Snow Plow Equipment) for \$162,151.00

#2 Do not approve any equipment purchases at this time.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the purchase of a new equipped plow truck per the attached purchase agreements for \$323,573.74.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 323,573.74 Funding Source(s): Fund 3 - Road & Bridge	☒ Yes ☐ No	The price includes a trade in value for Unit #24.
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

Stock#: 93WSWG0263 VIN:5KKHBPDV7TPWG0263 Mileage: 0		Price:	\$160,709.00
OMAHA ORANGE ELITE E New 2026 WST 47X			
Trade-In: 2005 STERLING TRUCK	2FZHAZDE55AUO9247	Less Trade Allowance:	\$10,000.00
		Documentation Fee	\$275.00
		License Fee	\$47.50
		Transfer Fee	\$10.00
		6.875% State Tax	\$10361.24
		Transit Tax	\$20.00
		Per Unit:	\$161,422.74
		Net Total	\$161,422.74

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser's Signature Date

Sales Representative

Co-Purchaser's Signature Date

Manager's Signature Date

TERMS AND CONDITIONS OF SALE

- 1. TRADE-INS.** The Purchaser agrees to deliver the trucks being traded-in in the same condition as they were in at the time of inspection by the Seller. Reasonable wear and tear excepted, and the Purchaser represents that each truck is free and clear of all liens and encumbrances and that it is of the type described elsewhere in this order.
- 2. TERMS OF PAYMENT.** The terms, unless otherwise agreed are cash on delivery. Any payment which is not made when due shall bear interest thereafter at the rate of prime plus 4% per annum or the maximum permitted under any applicable state law, whichever is less. If shipments are delayed by the Purchaser, payment shall become due on the date when the Seller is prepared to make shipment. If the financial condition of the purchaser at any time does not, in the judgment of the Seller, justify continuance of the work to be performed by the Seller hereunder on the terms of payment as agreed upon, the Seller may suspend such work and deliveries and require such assurances of Purchaser's performance as Seller deems adequate, including full or partial payment in advance or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser; voluntary or involuntarily; under the bankruptcy or any insolvency laws, the Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.
- 3. CANCELLATION.** The Purchaser may cancel this order up to within 30 days of the date of manufacture and only upon written notice. Upon any cancellation or failure to accept delivery, the Purchaser shall pay Seller reasonable and proper cancellation charges.
- 4. SALES AND OTHER TAXES.** The Seller's prices includes Federal Excise Tax but do not include sales, use, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use or other similar tax applicable to the sale or use of the truck(s) purchased hereunder shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Seller with a tax exemption certificate acceptable to the taxing authorities.
- 5. DELIVERY.** All trucks furnished hereunder shall be delivered to the Purchaser at the factory or other point of shipment. Unless provided to the contrary, deliveries will be made via carriers and routes selected by the Seller with freight charges to be assumed by the Purchaser. The risk of loss or damage, latent or otherwise, shall pass to the Purchaser upon delivery to the carrier. If shipments are delayed by the Purchaser, trucks held for the Purchaser shall be at its risk and expense. Delivery dates are approximate and are based upon receipt of all necessary information from the Purchaser. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to: (1) causes beyond its reasonable control; (2) acts of God, acts of the Purchaser, acts of civil or military authorities, priorities, fire, strikes, floods, epidemics, war, riot, delays in transportation; (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
- 6. TECHNICAL CHANGES.** The Seller reserves the right to change the design or specifications of the truck(s) at any time with no obligation to make such changes in similar trucks previously delivered to the Purchaser. In addition, Seller reserves the right, subsequent to the receipt of this order, to make design changes and substitution of materials which, in the Seller's opinion, are necessary to improve the truck. The Purchaser agrees to accept any such changed truck in full settlement of the Seller's obligations under this order for such truck.
- 7. EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by law or regulation in effect at the time of delivery. It is agreed that any additional or different equipment not specified that is required to meet Federal, State or local standards at the time of delivery will be added at additional cost to Purchaser. Purchaser understands that certain optional safety enhancement devices, collision mitigation systems and/or other optional equipment may be available on certain new trucks for an additional cost. The availability of additional options may vary by vehicle make and model. Unless such options are expressly included in the description of the truck on this Bill of Sale and Invoice, the Purchaser understands and agrees that the truck is being purchased without any such options.
- 8. CREDIT DEDUCTIONS.** Purchaser agrees that in making payments to Seller, no deductions of any credits for warranty claims or otherwise shall be made unless Purchaser has received written notice from Seller approving such credit.
- 9. TITLE AND REMEDIES.** Until full payment of all obligations of the Purchaser hereunder, the Seller reserves the title to all equipment furnished hereunder. If the Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings or makes an assignment for the benefit of creditors or without the consent of the Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, the Seller may treat all amounts then or thereafter owing hereunder by the Purchaser to be immediately due and payable (subject only to credits required by law) and the Seller may repossess said equipment by any means available by law. Purchaser shall execute and deliver to Seller such financing statements and other writings as Seller may deem appropriate to evidence, perfect and protect its security interest in the trucks subject to this order and the priority thereof.
- 10. GENERAL.** Any assignment of this order, or any rights hereunder, by the Purchaser without written consent of the Seller shall be void.

Clerical errors of this order shall be automatically corrected upon giving written notice thereof to the Purchaser by a duly authorized representative of the Seller.

No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the Seller.

This writing (including by reference the provisions set out in the Owner's Warranty Information Book) shall constitute the entire agreement between the Purchaser and Seller and no understanding or obligations not herein or in the Owner's Warranty Information Book expressly set forth are binding upon the Purchaser and Seller.

Purchaser's order is subject to acceptance by an authorized officer of TRANSWEST TRUCK TRAILER RV.

THIS AMOUNT IS DUE AND PAYABLE ON _____ AFTER THIS DATE AS PER OUR AGREEMENT, A DAILY INTEREST OF _____ WILL BE CHARGED.	TRADE-IN INFORMATION YEAR _____ MAKE & MODEL _____ SERIAL NO. _____ MILEAGE _____ LICENSE # _____ I AGREE THAT MY TRADE-IN WILL REMAIN IN THE SAME CONDITION AND WILL RETAIN THE SAME EQUIPMENT AS APPRAISED THIS DATE
I have been presented the option of an Extended Service Plan: Accept _____ Decline _____	X _____ BUYER'S SIGNATURE
UNLESS OTHERWISE STATED, ALL INCENTIVES TO DEALER	LIMITED WARRANTY NEW VEHICLE OR USED VEHICLE WITH REMAINING FACTORY WARRANTY Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.
☐ TRADE-IN TITLE	X _____ BUYER'S SIGNATURE
X _____ BUYER'S SIGNATURE	
INSURANCE INFORMATION POLICY NUMBER: _____ COMPANY: _____ AGENT: _____ ADDRESS: _____ _____ PHONE NUMBER: _____	

The following statement is to be signed when the above new truck(s) is (are) under 33,000 # G.V.W. and equipped with air brakes: "I certify that the air brake-equipped truck(s) above will not be completed as a tractor, but will be completed as a straight truck." X _____ BUYER'S SIGNATURE	☐ NO DEALER WARRANTY USED VEHICLES No guarantee or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. This vehicle is being sold on an "As is Basis with All Faults." The Buyer hereby acknowledges that the entire risk as to the quality and performance of this vehicle is with the Buyer. The Buyer assumes full responsibility for making inspections and repairs as may be necessary before putting this vehicle to use. The above warranty information was explained to me prior to the sale. X _____ BUYER'S SIGNATURE
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The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter on the back hereof and agree to it as a part of this order the same as if it were, printed above my signature. I certify that I am 18 years of age, or older, and hereby acknowledged receipt of a copy of this order.	
The terms of this contract of sale were, agreed upon and the contract signed in this dealership on the date noted at top of form. If credit is involved, this order is not valid in conjunction with a credit sale until I credit disclosure is made as described in regulation "Z", and the buyer accepts the credit extended.	IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS. UNLESS OTHERWISE STATE, ALL INCENTIVES TO DEALER.
NOTICE OF SALESMAN'S LIMITED AUTHORITY Accepted X _____	X _____ BUYER'S SIGNATURE
<i>This order is not valid unless signed and accepted by Sales Manager or Officer of Company.</i>	
BUYER'S ORDER	

ADDITIONAL TERMS AND CONDITIONS

1. **Definitions:** As used in this CONTRACT: "I", "ME", or "MY" means the buyer and co-buyer. "YOU" OR "YOUR" 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 car, truck, motorcycle or other VEHICLE which I trade to YOU in partial payment for the vehicle.
2. **Purpose:** By signing the CONTRACT, I agree to buy the VEHICLE from YOU. By accepting this CONTRACT, YOU agree to deliver the VEHICLE to ME if the VEHICLE is in your inventory. If the VEHICLE is not in YOUR inventory, YOU agree to order the VEHICLE from the manufacturer, and after receiving the VEHICLE from the manufacturer, to deliver the VEHICLE to ME.
3. **Price Changes by the Manufacturer:** I understand that the VEHICLE price stated on the other side of this CONTRACT is based on the current prices the manufacturer charges YOU, and that at any time before YOU receive the VEHICLE from the manufacturer, the manufacturer has the right to raise the price it charges to YOU. I also understand that if the manufacturer does raise the price, YOU may raise the price to ME by the same amount, and that if YOU do raise YOUR price, I may cancel the CONTRACT and get back any down payment I have made. If YOU have not already sold the Trade-In (See Paragraph 4), I may have the Trade-In back by paying YOU the reasonable cost of storage and any repair work or reconditioning YOU may have done.
4. **Trade-In:** I understand that if I am using a Trade-In to partially pay for the VEHICLE, I may deliver the Trade-In to YOU either when I sign this CONTRACT or when the VEHICLE is ready for ME to pick up. If I do not deliver the Trade-In to You when I sign this CONTRACT, I agree that at the time I deliver the Trade-In, YOU may reinspect the Trade-In and lower the allowance I may cancel this CONTRACT and get back my cash down payment.

I also understand that if I deliver the Trade-In when I sign this CONTRACT, YOU may sell the Trade-In at any time and at any price YOU think proper. If I use paragraph 3 to cancel this CONTRACT and YOU have already sold the Trade-In, YOU will pay ME the price YOU received for the Trade-In minus 15% commission, minus any money YOU spent repairing, storing, insuring, or advertising the Trade-In.
5. **Trade-In-MY Responsibilities:** At the time I deliver the Trade-In to YOU, I agree to guarantee that I own the Trade-In free and clear and to furnish proper proof of ownership, including the Certificate of Title or other evidence of ownership.
6. **MY Refusal to Take Delivery:** Unless this CONTRACT is non-binding because YOU are arranging credit for ME, or unless I have cancelled this CONTRACT pursuant to paragraphs 3 and 4, I understand that YOU may retain the cash down payment I have given YOU as an offset to YOUR damages if I refuse to complete MY purchase. I also understand that I may be responsible for any other damages which YOU may incur as a result of MY failure to perform my obligations under the terms of this CONTRACT. If I have delivered the Trade-In to YOU at the time I signed this contract, YOU may retain the Trade-In and sell it to reimburse YOURSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses YOU may incur as a result of MY failure to perform MY obligations under this CONTRACT.
7. **Design Changes by the Manufacturer:** I understand that 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, YOU have no duty to ME except to deliver the VEHICLE as made by the manufacturer.
8. **Delays in Delivery:** I understand that YOU are not responsible for delays in delivery caused by the manufacturer, or by accidents, fires, or other causes beyond YOUR control. I also understand that YOU do not control the manufacturer and are not part of the manufacturer and do not work for the manufacturer.
9. **Taxes:** I understand that the price of the VEHICLE does not include State Sales or Federal Excise Taxes or any other tax or governmental fee. I also understand that I must pay YOU the proper amount of any sales or federal excise tax or other governmental fee which applies to this sale.
10. **New VEHICLE Disclaimer of Warranties:** I understand that if I am buying a new VEHICLE, the VEHICLE will come with a manufacturer's warranty which is a promise from the manufacturer directly to ME and that YOU expressly disclaim any and all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I also understand that YOU make no guarantees of any kind about the VEHICLE'S condition or performance and that once I take delivery, I have complete responsibility and all the risk for any problems with the VEHICLE.
11. **Used VEHICLE Disclaimer of Warranties:** I understand that if I am purchasing a used VEHICLE, YOU expressly disclaim any warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I also understand that YOU make no guarantees of any kind about the VEHICLE'S condition or performance and that once I take delivery, I have complete responsibility and all the risk for any problems with the VEHICLE.
12. **Dealer Warranty or Service Contract:** I understand that if YOU offer a limited warranty on a used VEHICLE or I purchase an extended service contract on a new or used VEHICLE, YOU may not disclaim any implied warranties of merchantability or fitness for a particular purpose and the disclaimer on the front side of this ORDER will not apply.
13. **Used Vehicle Window Sticker Form:** I understand that if I am purchasing a used VEHICLE or a demonstrator, the information I see on the window form for this VEHICLE is part of this CONTRACT. Information of the window form overrides any contrary provisions in the CONTRACT of sale.



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 92423

**** QUOTATION ****

Ship To: TODD COUNTY HIGHWAY DEPT 44 RIVERSIDE DR LONG PRAIRIE MN 56347 USA	Cust: 3026 Phone: LONG PRAIRIE MN 56347	Bill To: TODD COUNTY PUBLIC WORKS 44 RIVERSIDE DR LONG PRAIRIE MN 56347	Phone: MN 56347
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ATTN: LOREN FELLBAUM

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	12/11/24	12/11/24	0/00/00

Serial No.	
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Order Comments: STATE OF MN CONTRACT #
222949 AMENDED

Build Instructions VALID THRU 02/28/2025

Other Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMERS W/FUEL CHARGES ONLY

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900068	- Body 14'6" EDGE-RC/CS-56-46-46 - - 56" 3/16" Hardox 450 Front w/CS hoist doghouse, 46" 3/16" Hardox 450 radius sides (no pockets), 46" 3/16" Hardox 450 Tailgate, 1/4" Hardox-450 Floor, 8" I-Beam Longs ills, Air-trip ready linkage, unpainted.	\$17,507.00	\$17,507.00
1	9901704	- Painting of Dump Body; includes media blasting of entire exterior & understructure, Urethane Primed, & Urethane Top Coat s applied. CAB MATCH (ORANGE)Understructure is seam sealed, and painted Gloss Black.	\$4,522.00	\$4,522.00
1	9901701	- Installation of Dump Body to hoist	\$2,262.00	\$2,262.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$399.00	\$399.00
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$425.00	\$425.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$796.00	\$796.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$496.00	\$496.00
1	9900155	- Cabshield, 1/2 type Stationary Free-Standing style, w/painted CARBON STEEL canopy, Hot-Dipped Galvanized tubing tion support stand, (2) shovel holders, & reservior mounts, Installed.	\$2,918.00	\$2,918.00
1	9900206	- Ladder Flip-A-Way Access ladder Pkg (Carbon Steel), Including Grab Handle above, and Interior Step, ea, Installed	\$558.00	\$558.00
--- Continued ---				

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:

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TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
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ATTN: LOREN FELLBAUM

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	12/11/24	12/11/24	0/00/00

Serial No.

LOCATED LH FRONT

1 9900211 - Body acc'y Dual "split" sander manifolds in rear corner posts	\$534.00	\$534.00
1 9904963 - Light Warning TMTE1SSM-3 PKG: 1/2 A 1/2 B, (2) SS 23H 3-light LED Micro-Edge, 2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed. NOTE: Blue Lights positioned on RH Front & LH Rear, with flash pattern set to WIG-WAG.	\$5,111.00	\$5,111.00
1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,506.00	\$1,506.00
1 9900259 - Light acc'y LED work light with disconnect Installed **NOTE: WING LIGHT MOUNT OFF TOE CHAIN RESTRAINT TO SHINE OFF BACK SIDE OF WING, SWITCH SEPARATELY IN CAB	\$589.00	\$589.00
1 9900267 - Fender set Minimizer M400, for Tandem Axle, black Poly, Installed	\$1,811.00	\$1,811.00
1 9904080 - Fender Option, Quick Remove Fender Mounts in lieu of Std	\$853.00	\$853.00
1 2060688 - Minimizer Floor Mat Set for Western Star 47X/49X, supercedes previous models	\$249.00	\$249.00
1 9900292 - Tool Box PRO-TECH Alum 22" x 20" x 12" tool box & Brackets Installed (no step)	\$1,381.00	\$1,381.00
1 9904691 - INSTALLATION of (Initial) Single camera system or relocation of OEM	\$426.00	\$426.00

* - - - Continued - - - *

Accepted by

Date

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Freight

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34 of 53



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
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ATTN: LOREN FELLBAUM

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	12/11/24	12/11/24	0/00/00

Serial No.

TO BE MOUNTED ON RH STROBE TUBE FOR WING VIEWING ACTIVITIES

2	9904692 - Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100	\$182.00	\$364.00
2	9904693 - Camera System option, Harness, 65' Waterproof GEN 5 6100	\$118.00	\$236.00
1	9904694 - INSTALLATION of Extra Camera, & Harness GEN 5 6100 MOUNTED ON RH REAR CORNER POST FOR REVERSING ACTIVITIES QUED BY REVERSE SIGNAL	\$213.00	\$213.00
1	1941405 - Camera Guard, SS, Bolt-On	\$43.00	\$43.00
1	9900317 - Hoist Towmaster/MAILHOT CS130-5.5-3 DOUBLE ACTING	\$5,034.00	\$5,034.00
1	9901711 - Installation of Telescopic DOUBLE acting hoist	\$1,335.00	\$1,335.00
1	9900311 - Hoist TMTE 48" Stabilizer	\$2,619.00	\$2,619.00
1	9902503 - Installation of TMTE Stabilizer & Safety Props	\$675.00	\$675.00
1	9902920 - Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$8,795.00	\$8,795.00
1	9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	\$3,546.00	\$3,546.00
1	9904232 - Scraper FORCE Electric pressure transmitter to read on LCD screen, installed	\$429.00	\$429.00
1	9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$966.00	\$966.00

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Accepted by

Date

Price:

Total Discounts:

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Freight

Total:

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TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
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Ship To:	Cust: 3026	Phone:	Bill To:	Phone:
TODD COUNTY HIGHWAY DEPT			TODD COUNTY PUBLIC WORKS	
44 RIVERSIDE DR			44 RIVERSIDE DR	
LONG PRAIRIE	MN 56347	USA	LONG PRAIRIE	MN 56347

ATTN: LOREN FELLBAUM

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	12/11/24	12/11/24	0/00/00

Serial No.	
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1 9902948 - Wing Falls RHSDL10A-HYDPB Primed LESS CUTTING EDGES	\$14,542.00	\$14,542.00
2 9902871 - VBL 3/4" x 6" - 3' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade	\$242.00	\$484.00
1 9902872 - VBL 3/4" x 6" - 4' w/25° Tungsten Carbide Insert, Std Punch, Flat Blade	\$323.00	\$323.00
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,426.00	\$6,426.00
1 9901431 - Wing Falls RL (REAR LIFT) up charge SDL WING	\$626.00	\$626.00
1 9904688 - Wing Falls POST-LESS Toe Lift in lieu of Std Front post/slide system		
1 9900477 - Wing Falls Hwy Orange - Paint Moldboard	\$447.00	\$447.00
1 9900555 - Plow Hitch Falls 44XB2/STD/STD/SA/SPR-RET/HITCH	\$4,319.00	\$4,319.00
1 9900589 - Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	\$2,532.00	\$2,532.00
1 9903030 - Plow Falls FX312/RIG-BAR/NOSHU/PRIME7GA LESS CUTTING EDGES	\$6,973.00	\$6,973.00
1 9900643 - Plow Falls Hwy Orange Paint, Fixed Plow, w/installation	\$594.00	\$594.00
1 9900625 - Plow Push Unit Falls 24/44 Series Std	\$1,265.00	\$1,265.00
1 9900629 - Plow Falls SCR-ADJ/SHOE/FIXED-PLW/STD	\$865.00	\$865.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$489.00	\$489.00
1 9902856 - VBL 3/4" x 6" - 10' Carbon Steel Snow Blade	\$248.00	\$248.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:

36 of 53



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
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**** QUOTATION ****

Ship To: TODD COUNTY HIGHWAY DEPT 44 RIVERSIDE DR LONG PRAIRIE MN 56347 USA	Cust: 3026 Phone: LONG PRAIRIE MN 56347 USA	Bill To: TODD COUNTY PUBLIC WORKS 44 RIVERSIDE DR LONG PRAIRIE MN 56347	Phone: MN 56347
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ATTN: LOREN FELLBAUM

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	12/11/24	12/11/24	0/00/00

Serial No.

NOTE; USED FOR COVER PLATE FOR WING

1 9900757 - Hitch TMTE Heavy Duty plate assembly,	\$723.00	\$723.00
1 9901716 - Hitch Installation of Pup Hitch (weld in style) & Mn Dot Predrilled **NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLES	\$1,132.00	\$1,132.00
1 9900764 - Hitch PREMIER 2300 Air Cushion Pintle, installed **NOTE: 24 " Ground to saddle of hook.	\$1,235.00	\$1,235.00
1 9900800 - Sander Falls 1ASD9SS-6P-1D-1S, Std 9" x 6" Auger, Stainless Steel Unit, LH (or RH) Discharge, Berm Chute, Single Poly Sp inner Ass'y, Complete	\$6,316.00	\$6,316.00
1 9901718 - Sander Install & dual manifold RH & LH rear	\$1,361.00	\$1,361.00
1 9901348 - Sander TMTE Exterior Bolt-On Sander/Tailgate Spill Plates, Stainless Steel, Mill Finish	\$1,057.00	\$1,057.00
1 9900850 - Valve System, Force Add-A-Fold MCV-ISO Valve 8 Functions, INSTALLED HOIST, PLOW, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER, SANDER SPINNER, SANDER AUGER	\$16,093.00	\$16,093.00
1 9902497 - Control System Force ULTRA-4-6100 Commander control, Installed	\$15,168.00	\$15,168.00
1 9900882 - Reservoir TMTE 31 Gal Cabshield mt (stainless steel) w/intank filter for system, installed	\$4,641.00	\$4,641.00
1 9900888 - Pump Force FASD45L LS (6 ci) 3750 psi, installed	\$6,015.00	\$6,015.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:

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TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
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TODD COUNTY HIGHWAY DEPT			TODD COUNTY PUBLIC WORKS	
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ATTN: LOREN FELLBAUM

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	12/11/24	12/11/24	0/00/00

Serial No.	
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1 9900893 - Valve Force Cable pull-off (for use w/telescopic hoist) installed	\$715.00	\$715.00
1 9900871 - Switch TMTE BODY UP Installed (electric controls only)	\$258.00	\$258.00
1 9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$317.00	\$317.00
1 9905014 - Hydraulic Valve Hose Guard installed	\$389.00	\$389.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele Hoists, and all other items.		

Accepted by

Date

Price: \$162,151.00

Total Discounts:

Net Cost: \$162,151.00

Freight

Total: \$162,151.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



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	20250204-11
Agenda Topic Title for Publication:		Authorization to Purchase Tractor - Mower
Date of Meeting: 02/04/2025	Agenda Time Requested: 5 minutes	☐ Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer		
Background: Supporting Documentation enclosed ☒		
The 2025 Road and Bridge Budget contains funds for the replacement of Public Works Unit #37 (tractor) & #46 (mower), which is a 2008 Challenger Tractor and Diamond Mower with approximately 4,723 hours.		
Public Works Units #37 & #46 are scheduled for replacement in FY 2025 and are included in the current Todd County Public Works Equipment Replacement Plan.		
Options:		
#1 Approve the attached state bid tractor - mower purchase agreement from Midwest Machinery Company for the purchase of a 2025 John Deere 6M 155 Tractor and a 2025 Diamond DDR-120 Mower for \$191,068.23.		
#2 Do not approve any equipment purchases at this time.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the attached state bid tractor - mower purchase agreement from Midwest Machinery Company for the purchase of a 2025 John Deere 6M 155 Tractor and a 2025 Diamond DDR-120 Mower for \$191,068.23.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 191,068.23 Funding Source(s): Fund 3 - Road & Bridge	☒ Yes ☐ No	The price includes a trade in value for Unit #37 & #46.
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

Quote Id: 32177361

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Midwest Machinery Co.
1140 Centre Street
Sauk Centre, MN 56378
320-352-6511
sales@mmcjd.com

Prepared For:

TODD COUNTY HIGHWAY DEPARTMENT



**MIDWEST
MACHINERY CO**

Proposal For:

Delivering Dealer:

Klaphake Paul

Midwest Machinery Co.
1140 Centre Street
Sauk Centre, MN 56378

sales@mmcjd.com

Quote Prepared By:

Klaphake Paul
pklaphake@mmcjd.com

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
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Midwest Machinery Co.
1140 Centre Street
Sauk Centre, MN 56378
320-352-6511
sales@mmcjd.com

Quote Summary
Prepared For:

TODD COUNTY HIGHWAY DEPARTMENT
44 RIVERSIDE DR
LONG PRAIRIE, MN 56347

Delivering Dealer:

Midwest Machinery Co.
Klaphake Paul
1140 Centre Street
Sauk Centre, MN 56378
Phone: 320-352-6511
pklaphake@mmcjd.com

Quote ID: 32177361
Created On: 06 January 2025
Last Modified On: 15 January 2025
Expiration Date: 31 January 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6M 155 Cab Tractor	\$ 167,550.23 X	1 =	\$ 167,550.23
Contract: MN Ag Tractors and OEM Attachments 244289 (PG 12 CG 22)			
Price Effective Date: January 5, 2025			
DIAMOND MOWERS Diamon Mower - 000	\$ 57,518.00 X	1 =	\$ 57,518.00
Contract: MN Ag Tractors and OEM Attachments 244289 (PG 12 CG 22)			
Price Effective Date:			
Equipment Total			\$ 225,068.23

Trade In Summary	Qty	Each	Extended
2008 CATERPILLAR MT465B - 000	1	\$ 34,000.00	\$ 34,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 34,000.00
Trade In Total			\$ 34,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 225,068.23
Trade In	\$ (34,000.00)
SubTotal	\$ 191,068.23

Salesperson : X _____

Accepted By : X _____

**ALL PURCHASE ORDERS MUST BE MADE OUT
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Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Midwest Machinery Co.
1140 Centre Street
Sauk Centre, MN 56378
320-352-6511
sales@mmcjd.com

Total	\$ 191,068.23
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 191,068.23

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32177361

Customer Name: TODD COUNTY HIGHWAY DEPARTMENT

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Midwest Machinery Co.
32980 Northfield Blvd.
Northfield, MN 55057
507-645-4886
sales@mmcj.com

JOHN DEERE 6M 155 Cab Tractor

Hours:
Stock Number:

Contract: MN Ag Tractors and OEM Attachments 244289
(PG 12 CG 22)

Selling Price *
\$ 167,550.23
Price Effective Date: January 5, 2025

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6081L	6M 155 Cab Tractor	1	\$ 213,462.00	23.00	\$ 49,096.26	\$ 164,365.74	\$ 164,365.74
Standard Options - Per Unit							
183N	JDLINK™ Modem – not MachineSync capable	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0606	Recommended Loader Boom	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0660	Less Loader Package	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0700	Less Loader Equipment	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
873F	Light Package - Economy	1	\$ 735.00	23.00	\$ 169.05	\$ 565.95	\$ 565.95
874C	Alternator 14 V/250 A	1	\$ 507.00	23.00	\$ 116.61	\$ 390.39	\$ 390.39
878M	Cooling Package Screen	1	\$ 41.00	23.00	\$ 9.43	\$ 31.57	\$ 31.57
1435	20F/20R PowrQuad™ Plus Transmission - 40 km/h (25 mph)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1757	ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Standard Cab Package	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2142	Standard Seat	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2203	Less Cab Suspension	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2710	Right Hand Console	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3223	Hydraulic Pump - 114 l/min	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 32177361

Customer Name: TODD COUNTY HIGHWAY DEPARTMENT

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2000 John Deere Run
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Midwest Machinery Co.
32980 Northfield Blvd.
Northfield, MN 55057
507-645-4886
sales@mmcj.com

3340	3 Electronic SCVs (450 Series)	1	\$ 5,345.00	23.00	\$ 1,229.35	\$ 4,115.65	\$ 4,115.65
3400	No Midstack SCV	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4113	Draft Links with Hook End - Category 3N/3	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End - Category 3	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ -5,011.00	23.00	\$ -1,152.53	\$ -3,858.47	\$ -3,858.47
5090	Adjustable Steel Wheels	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5234	Rear Wheel Size 460/85R38 (18.4R - 38)	1	\$ -2,178.00	23.00	\$ -500.94	\$ -1,677.06	\$ -1,677.06
5903	Rear and Front Tire Brand - Michelin	1	\$ 1,753.00	23.00	\$ 403.19	\$ 1,349.81	\$ 1,349.81
6045	4WD Front Axle - Unsuspended	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6236	Front Wheel Size 380/85R28 (14.9R28)	1	\$ -1,013.00	23.00	\$ -232.99	\$ -780.01	\$ -780.01
7717	Shipping Preparation with conservation	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8301	Cold Start Package II	1	\$ 705.00	23.00	\$ 162.15	\$ 542.85	\$ 542.85
8307	Fuel Tank Bottom Guard	1	\$ 646.00	23.00	\$ 148.58	\$ 497.42	\$ 497.42
8725	Beacon Light	1	\$ 324.00	23.00	\$ 74.52	\$ 249.48	\$ 249.48
8747	Battery 12 V/174 Ah	1	\$ 182.00	23.00	\$ 41.86	\$ 140.14	\$ 140.14
Standard Options Total			\$ 2,036.00		\$ 468.28	\$ 1,567.72	\$ 1,567.72
Technology Options/Non-Contract/Open Market							
1900	Less Display	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
R517237	Bushing, washer	1	\$ 38.01	0.00	\$ 0.00	\$ 38.01	\$ 38.01
R515311	Cap screw, fl hd m20x2,5-6gx70	1	\$ 13.54	0.00	\$ 0.00	\$ 13.54	\$ 13.54
DZ121299	Pulley, 188 mm cast ductile iron	1	\$ 407.28	0.00	\$ 0.00	\$ 407.28	\$ 407.28
L214824	Weight, rear wheel/ ballast/ 250 kg	1	\$ 1,157.94	0.00	\$ 0.00	\$ 1,157.94	\$ 1,157.94
Dealer Attachments Total			\$ 1,616.77		\$ 0.00	\$ 1,616.77	\$ 1,616.77



Selling Equipment

Quote Id: 32177361 Customer Name: TODD COUNTY HIGHWAY DEPARTMENT

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Midwest Machinery Co.
32980 Northfield Blvd.
Northfield, MN 55057
507-645-4886
sales@mmcj.com

Value Added Services		\$ 0.00	\$ 0.00	\$ 0.00
Total				
Additional Discounts				
Additional Discount Total		\$ 0.00	\$ -0.00	\$ -0.00
Total Selling Price		\$ 217,114.77	\$ 49,564.54	\$ 167,550.23
				167,550.23



Selling Equipment



Quote Id: 32212052

Customer: TODD COUNTY HIGHWAY DEPARTMENT

2025 DIAMOND MOWERS (State Contract Price Itemized) - 000

Hours: 0

Stock Number:

				Selling Price
				\$ 57,518.00
Code	Description	Qty	Unit	Extended
000	DDR-120-CO DIAMOND MOWER	1	\$ 0.00	\$ 0.00
Dealer Attachments				
A	DDR120-CO	1	\$ 47,673.00	\$ 47,673.00
A	Less Fluid in Tires (Discount)	1	\$ -300.00	\$ -300.00
A	Factory Authorized Mounting	1	\$ 6,268.00	\$ 6,268.00
A	Hydraulic Quick Coupler Boom Head	1	\$ 1,643.00	\$ 1,643.00
A	Rear Rotary Mower Chain Guard	1	\$ 1,034.00	\$ 1,034.00
A	Freight Estimate	1	\$ 1,200.00	\$ 1,200.00
Dealer Attachments Total				\$ 57,518.00
Suggested Price				\$ 57,518.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 57,518.00



Trade-in

Quote Id: 32177361

Customer Name: TODD COUNTY HIGHWAY DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

2008 CATERPILLAR MT465B	
SN# 000	
Machine Details	
Description	Net Trade Value
2008 CATERPILLAR MT465B	\$ 34,000.00
SN# 000	
Your Trade In Description	
Additional Options	
Hour Meter Reading	4723
Total	\$ 34,000.00



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	20250204-12
Agenda Topic Title for Publication:		Rescind BAF #20240206-33 CTC Grant Support
Date of Meeting: February 4 th , 2025	Agenda Time Requested: 5 Minutes	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator		
Background: Supporting Documentation enclosed ☒		
At the February 6 th , 2024 Commissioners Board meeting, a request for financial support was presented for CTC in applying for a USDA Community Connect Grant. This support was contingent on the grant being awarded to CTC. Todd County has been notified that CTC was not awarded funds in this grant program.		
Options:		
Rescind BAF 20240206-33, releasing the \$5,000 previously committed to CTC for use in other proposed projects presented to the Board of Commissioners. Reallocate the remaining \$5,000 in accordance with the terms of BA#20241217-20.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To rescind BAF 20240206-33, releasing the \$5,000 of ARPA funds committed for this grant program and allow the remaining funds of \$5,000 to be reassigned according to the terms of BA#20241217-20.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 5000.00 Funding Source(s): ARPA	☐ 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



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested <i>(Check one):</i>		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
☒ Action/Motion ☐ Discussion ☐ Information Item	☐ Report ☐ Resolution ☐ Other	20250204-13
Agenda Topic Title for Publication:		Rescind Board Action Tracking Number 20240903-28
Date of Meeting: 02/04/2025	Agenda Time Requested: 5 min	☐ Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: <i>Supporting Documentation enclosed</i> ☐		
Rescind Board Action Tracking Number 20240903-28		
Options:		
1. Approve the rescinding of Board Action Tracking Number 20240903-28		
2. Not approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the rescinding of Board Action Tracking Number 20240903-28		

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