



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

MINNESOTA • EST. 1855

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, April 7, 2026

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.TODDCOUNTYMN.GOV](https://www.toddcountymn.gov)
Public Comment Period: 8:45 a.m.**

<i>Agenda Item #</i>	<i>Agenda Time:</i>
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 Approval - March 17th, 2026	
4.2 Gambling Permit: Ducks Unlimited Main Street Chapter 04/23/2026	
4.3 Gambling Permit: Little Birch Lake Improvement Association 09/19/2026	
4.4 Double Eagle Golf & Grille - Seasonal Liquor License	
4.5 Authorization to Hire Public Works Summer Help (Maintenance) - Chet Hudalla Start date: TBD	
4.6 Authorization to Hire Public Works Summer Help (Engineering) - Brandon Cline Start date: TBD	
4.7 Hire Reilly Jones, PT Correctional Officer Start date: TBD	
4.8 Hire Caleb Nurnberger, PT Road Deputy Start date: TBD	
4.9 Hire Jeremy Puff, FT Road Deputy Start date: TBD	
4.10 Hire Care Coordinator - Kayla Fah Start date: TBD	
4.11 Resignation - Registered Sanitarian David Determan 04/10/2026	
5 County Auditor-Treasurer	9:05
5.1 Auditor Warrants - March 2026	
5.2 Commissioner Warrants	
5.3 Health & Human Services Commissioner Warrants	
5.4 Health & Human Services SSIS Warrants	
5.5 Direct Sale of Tax Forfeited Water Front Property	
6 Hands of Hope Resource Center	9:10
6.1 Resolution for Sexual Assault Awareness Month - April 2026	
6.2 Resolution for National Crime Victims' Rights Week, April 19-25, 2026	
7 Great River Regional Library	9:15
7.1 2025 GRRL Activities Summary	
8 Public Works	9:30
8.1 Award of Construction Contract - 2026 Bituminous Highway Construction Projects	
8.2 Engineering Services Agreement for Bridge L9447 Replacement Project	
8.3 Approval of MnDNR Cooperative Agreement for Battle Point Park Boat Ramp Project	
8.4 Approval of Engineering Agreement for Battle Point Park Boat Ramp Project	
8.5 Award of Construction Contract - 2026 Gravel Surfacing Construction Projects	
8.6 Award of Construction Contract - 2026 HSIP Pavement Striping Project	
8.7 Award of Construction Contract - 2026 Pavement Marking Project	
9 County Assessor	9:40
9.1 Abatement 03-0015400	



BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

- | | | |
|-----------|--|------|
| 10 | Facilities | 9:45 |
| 10.1 | Northern Government Center Bathroom | |
| 11 | Planning & Zoning | 9:50 |
| 11.1 | Board of Adjustments Appointment Changes | |
| 11.2 | First Creek Addition Final Plat | |
| 12 | Health & Human Services | 9:55 |
| 12.1 | Opioid Settlement Funding Request-Long Prairie Police Dept | |
| 12.2 | MTWCHB Fund Transfer | |

Standing Reports

- County Auditor-Treasurer Report
- County Attorney Report
- County Coordinator's Report
- County Commissioners' Report

Recess



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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>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-01
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Meeting Minutes Approval - March 17th, 2026
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Date of Meeting: April 7 th , 2026	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
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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: March 17th, 2026

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 March 17th, 2026 as presented.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		

Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
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Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

*Minutes of the Meeting of the Todd County Board of Commissioners held on
March 17th, 2026*

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 17th day of March, 2026 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance. All Commissioners were present.

Approval of Agenda

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

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for March 3rd, 2026 as presented.

Hire Ross Bollin for the part time Correctional Officer position start date TBD at a pay rate of \$27.87 per hour Grade 6/F step C

To approve the promotion of Dominik Estrella Becerra to fill the open Administrative Assistant II/Bilingual position. Grade D/4, Step A, \$22.60. Start date: TBD.

To approve an Off Sale and On Sale 3.2 Malt Liquor License for BDKMN Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective April 1st, 2026 through March 31st, 2027.

To approve an On Sale Wine License for BDKMN Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective April 1st, 2026 through March 31st, 2027.

To approve a Setup License for BDKMN Inc dba Head of the Lakes Resort at the address of 15080 Gardenia Drive, Osakis, MN in Leslie Township effective April 1st, 2026 through March 31st, 2027.

Auditor-Treasurer

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the February 2026 Auditor Warrants number (ACH) 905801 through 905882 in the amount of \$885,412.90 (Manual) 1200 through 1234 in the amount of \$1,877,714.33 and (Regular) 245885 through 246035 in the amount of \$888,040.06 for a total of \$3,651,167.29.

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404398 through 404420 in the amount of \$10,784.01 and (Regular) 59647 through 59689 in the amount of \$39,445.67 for a total of \$50,229.68.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 807350 through 807394 and (Regular) 713918 through 713963 for a total of \$89,823.61.



On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601946 through 601965 and (Regular) 518856 through 518881 for a total amount of \$131,562.16.

Administration

Judge Heidi Hovis was introduced to the Board of Commissioners and an opportunity to discuss concerns and goals was held.

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

RESOLUTION IN SUPPORT OF PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTHORITY CAPITAL PROJECT

WHEREAS, Todd County is a member of the Prairie Lakes Municipal Solid Waste Authority (PLMSWA), a five-member joint powers board comprised of Becker, Clay, Otter Tail, Todd, and Wadena Counties; and

WHEREAS, PLMSWA operates a regional waste management program that diverts approximately 54,000 tons per year of Municipal Solid Waste (MSW) from landfilling through resource recovery operations; and

WHEREAS, PLMSWA currently landfills approximately 10,000 to 11,000 tons per year of waste combustor ash and has conducted thoughtful research, engineering review, and pilot testing to transition to a sustainable ash recycling and management program; and

WHEREAS; PLMSWA successfully demonstrated ash recycling through a pilot road construction project and is prepared to move toward full-scale implementation; and

WHEREAS, potential funding would provide \$7,267,000 through the Capital Assistance Program (CAP) to support construction of a permanent ash processing facility and modernization of Otter Tail County's solid waste transfer station; and

WHEREAS, PLMSWA and its member counties will provide at least a 50 percent local match (\$7,267,000) proportionate to the improvements they each receive, leveraging an additional \$1,177,000 recommended for funding by the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in 2026, pending legislative approval; and

WHEREAS, this project was submitted to the Minnesota Pollution Control Agency (MPCA) and ranked as the highest scoring application in the MPCA's 2026 Capital Assistance Program funding recommendations to the Governor; and

WHEREAS, Todd County recognizes the importance of strategic state investment in local infrastructure and strongly supports this project as a key regional bonding request for 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Todd County Board of Commissioners does hereby formally support and respectfully urges the Minnesota Legislature and Governor to approve funding for this important regional infrastructure project.

County Ditch/Ag Inspector

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous vote: Acting as the Todd County Ditch Authority approves hiring Corbin Excavating for services detailed in his Estimate 1005, dated March 9, 2026, for Maintenance of approximately 1,330 feet of Lateral 6 on County Ditch 41, located on parcels 08-00172 & 08-0019401.

Planning & Zoning

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

Resolution for a Minor Amendment to the Sauk River Watershed 10-Year Comprehensive Watershed Management Plan (CWMP)

WHEREAS, Minnesota Statutes §103B.801 establishes the Comprehensive Watershed Management Planning Program, also known as the One Watershed, One Plan program (1W1P) administered by the Board of Water and Soil Resources (BWSR), to align local water planning on major watershed boundaries with state strategies toward prioritized, targeted, and measurable implementation plans; and

WHEREAS, Todd County adopted the Sauk River Comprehensive Watershed Management Plan (CWMP) established through 1W1P for the area of the Collaborative Member's jurisdiction identified within the Sauk River Watershed; and

WHEREAS, the Sauk River CWMP includes implementation tables in Chapter 6 for the Watershed-wide Data, Monitoring, and Planning Implementation Program to direct funding to targeted resource management and development of biennial work plans, to be reviewed by a Policy Committee established via the execution of a joint powers collaborative agreement amongst collaborative entities implementing the Sauk River CWMP.

WHEREAS, Todd County entered into a joint powers collaborative agreement with collaborating entities to implement the Sauk River CWMP, and under this agreement a Policy Committee was established to, amongst other duties, review and recommend approval of 10-year CWMP amendments to collaborative member's governing boards.

WHEREAS, Todd County has received notice from said Policy Committee that: 1) the Policy Committee has reviewed the proposed minor amendment to the CWMP Chapter 6, Page 6-7, the addition of the priority implementation action "assess the Cold Spring Dam for modification opportunities to improve ecological functions; fish passage; water quality and altered hydrology improvements." (full language in Exhibit A), 2) the Policy Committee recommends approval of the same by each collaborative member's governing board and 3) the Policy Committee will upon receipt of support from all the collaborative member governing board, follow the required BWSR 1W1P Operating Procedures for a minor plan amendment which includes providing a 30-day comment for plan review authorities, holding a public hearing to respond to comments received, and then submitting the minor plan amendment to BWSR.

NOW, THEREFORE, BE IT RESOLVED, Todd County hereby approves of a minor amendment to the Sauk River Comprehensive Watershed Management Plan Chapter 6, page 6-7, "assess the Cold Spring Dam for modification opportunities to improve ecological functions; fish passage; water quality and altered hydrology improvements." (full language in exhibit A) and direct the Policy Committee to fulfill the required BWSR 1W1P Operating Procedures for a minor plan amendment.

The March 2025 Planning Commission minutes in draft form and March staff report were provided for review.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the findings of the Planning Commission and grant the CUP on parcel 07-0030100 to manufacture and repair wooden pallets with the following conditions:

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance. All outdoor storage must be placed on the west and north sides of the proposed structure.
4. There shall be no loading or unloading of materials within the road right of way.
5. Relocation of the existing driveway to a location approved by the road authority. Establishment of additional driveway accesses must be approved by the road authority.
6. Applicant shall abide by all other applicable federal, state, and local standards.

On motion by Denny 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 on parcel 20-0040500 to establish a sawmill for wholesale and retail sales with the following conditions:

1. Hours of operation shall be restricted to 7:00 AM to 6:00 PM CST, Monday through Saturday.
2. Operation of the sawmill shall be conducted within a permitted structure.
3. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
4. There shall be no loading or unloading of materials within the road right of way.
5. Applicant shall abide by all other applicable federal, state, and local standards.

Health & Human Services

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve the elimination of one Administrative Assistant II position from the Financial Services Unit from the organizational chart.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve the elimination of one Paraprofessional Case Aide position from the Adult Services Unit from the organizational chart.

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous vote: Approve notification to the Minnesota Department of Commerce, Todd County's intent to administer and deliver the Energy Assistance Program for FFY 2027.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported that the county's annual audit is in progress. Property Tax statements will be releasing by March 31st, 2026. Township elections were held on March 10th and absentee voting continues for the Little Falls & Staples Motley upcoming special elections.

County Coordinator's Report

The County Coordinator reported attending a CLA audit meeting, Keyl radio, IT, Paycom, Personnel, U of MN Intern, Arbitration prep and Child care workshop.

County Commissioner's Report

The Commissioners reported on meetings and events attended.
 Commissioner Becker attended meetings including the Planning Commission and TWCC.
 Commissioner Denny has attended meetings including Planning Commission, Personnel, Solid Waste and Arbitration.
 Commissioner Noska has attended meetings including TCDC Strategic Planning session.
 Commissioner Byers attended meetings including Personnel, Park Board, TCDC, Long Prairie Airport, Planning Commission and Arbitration.
 Commissioner Neumann attended meetings including CPT Personnel, Park Board, Solid Waste, Rainbow Rider, JD2 Millers Bay and Long Prairie Airport meetings.

Adjourn

On motion by Becker and second by Neumann, the meeting was adjourned for the month of March 2026.

AUDITOR WARRANTS

VENDOR NAME	AMOUNT
DOUGLAS SWCD	\$ 23,225.24
LONG PRAIRIE SANITATION INC	\$ 4,673.25
MN TEAMSTERS NO 320	\$ 2,733.24
TWIN CITY SCALE CO	\$ 2,911.00
VERIZON	\$ 6,163.97
WADENA COUNTY SHERIFF	\$ 3,147.50
WEST CENTRAL TECH SERVICE AREA	\$ 9,494.58
WIDSETH SMITH NOLTING INC	\$ 3,246.25
25 PAYMENTS LESS THAN 2000	\$ 11,882.60
ACTIVE911 INC	\$ 3,905.00
CARD SERVICES COBORNS	\$ 7,144.28
CENTRA CARE	\$ 13,350.31
CLIFTON LARSONALLEN, LLP	\$ 12,127.50
COUNTIES PROVIDING TECHNOLOGY	\$ 8,155.00
DOUGLAS SWCD	\$ 25,470.00
FLEET SERVICES/WEX BANK	\$ 6,896.53
LAW ENFORCEMENT LABOR SERV INC	\$ 2,498.24
LINCOLN FINANCIAL GROUP	\$ 6,975.88
METROPOLITAN LIFE INSURANCE COMPANY	\$ 12,955.58
MINNESOTA POWER	\$ 2,051.47
MN DEPT OF FINANCE	\$ 6,954.00
MORRISON SWCD	\$ 2,945.16
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
PETERS LAW OFFICE, P.A.	\$ 4,550.00
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 35,406.64
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 98,136.20
STAPLES ADVANTAGE	\$ 3,393.64
STEP	\$ 11,097.50
TRIMIN SYSTEMS INC	\$ 22,001.00
VOYANT COMMUNICATIONS, LLC	\$ 3,348.03
39 PAYMENTS LESS THAN 2000	\$ 19,862.33



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ACCENT WIRE - TIE	\$	2,282.25
AMAZON CAPITAL SERVICES	\$	4,242.93
CENTERPOINT ENERGY	\$	2,401.69
CENTERPOINT ENERGY	\$	6,324.96
GALLAGHER BENEFIT SERVICES INC	\$	2,000.00
HOST CONSTRUCTION CO LLC	\$	2,765.00
LAKES COMMUNITY COOPERATIVE	\$	2,859.47
LONG PRAIRIE LEADER	\$	2,560.00
LONG PRAIRIE OIL COMPANY	\$	5,800.98
MINNESOTA POWER	\$	20,504.53
MISSISSIPPI HEADWATERS BOARD	\$	2,000.00
NORTHERN STAR COOP	\$	6,062.42
PACIFIC LIFE INSURANCE CO	\$	2,325.00
TODD SOIL & WATER CONS DIST	\$	86,090.60
TOWN OF BARTLETT	\$	25,140.93
TOWN OF BERTHA	\$	28,104.64
TOWN OF BIRCHDALE	\$	42,339.21
TOWN OF BRUCE	\$	27,013.17
TOWN OF BURLEENE	\$	25,196.39
TOWN OF BURNHAMVILLE	\$	33,491.60
TOWN OF EAGLE VALLEY	\$	37,875.91
TOWN OF FAWN LAKE	\$	32,207.42
TOWN OF GERMANIA	\$	31,796.52
TOWN OF GORDON	\$	30,682.57
TOWN OF GREY EAGLE	\$	26,209.10
TOWN OF HARTFORD	\$	40,842.28
TOWN OF IONA	\$	38,494.42
TOWN OF KANDOTA	\$	25,065.06
TOWN OF LESLIE	\$	27,742.22
TOWN OF LITTLE ELK	\$	21,696.93
TOWN OF LITTLE SAUK	\$	34,459.53
TOWN OF LONG PRAIRIE	\$	32,855.31
TOWN OF MORAN	\$	30,805.93
TOWN OF REYNOLDS	\$	29,137.35
TOWN OF ROUND PRAIRIE	\$	40,944.21
TOWN OF STAPLES	\$	30,594.86
TOWN OF STOWE PRAIRIE	\$	35,721.62
TOWN OF TURTLE CREEK	\$	17,161.61
TOWN OF VILLARD	\$	38,370.30
TOWN OF WARD	\$	22,647.53
TOWN OF WEST UNION	\$	22,321.02
TOWN OF WYKEHAM	\$	36,627.36
47 PAYMENTS LESS THAN 2000	\$	19,954.56
3M	\$	2,340.75
AFSCME COUNCIL 65	\$	5,083.72
CENTERPOINT ENERGY	\$	7,679.09
LAMUSGA/JASON	\$	80,904.00



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• MINNESOTA • EST. 1855 •

LARSON ABSTRACT COMPANY	\$	2,374.50
LAW ENFORCEMENT LABOR SERV INC	\$	2,385.98
MACO	\$	2,190.00
MADDEN GALANTER HANSEN, LLP	\$	2,566.52
NORTH COUNTRY CHEVROLET BUICK GMC	\$	166,079.76
PETERS LAW OFFICE, P.A.	\$	2,096.25
SHI CORP	\$	8,632.63
TODD CO MIS DEPT	\$	2,410.00
25 PAYMENTS LESS THAN 2000	\$	13,100.47
HUMANA INSURANCE COMPANY	\$	7,555.97
PAYCOM PAYROLL, LLC	\$	45,427.57
VOYA (MSRS)	\$	2,049.86
WEX HEALTH INC - HSA	\$	43,506.09
COUNTY OF TODD	\$	3,245.84
VOYA (MSRS)	\$	4,437.25
PAYCOM PAYROLL, LLC	\$	619,345.07
PAYCOM PAYROLL, LLC	\$	10,787.61
WEX HEALTH INC - HSA	\$	16,198.59
COUNTY OF TODD	\$	3,845.34
VOYA (MSRS)	\$	3,730.72
PAYCOM PAYROLL, LLC	\$	42,672.05
VOYA (MSRS)	\$	31,104.11
US BANK-CC	\$	7,285.38
HUMANA INSURANCE COMPANY	\$	8,582.97
BETTER HEALTH COLLECTIVE	\$	331,839.00
MN DEPT OF REVENUE	\$	51,631.32
BETTER HEALTH COLLECTIVE	\$	31,782.00
PAYCOM PAYROLL, LLC	\$	598,163.83
PAYCOM PAYROLL, LLC	\$	3,486.12
16 PAYMENTS LESS THAN 2000	\$	11,037.64
CITY OF BERTHA	\$	2,031.88
CITY OF EAGLE BEND	\$	7,583.84
MN DEPT OF FINANCE	\$	9,239.00
SCHOOL DISTRICT 2170	\$	28,165.03
TOWN OF FAWN LAKE	\$	12,676.94
9 PAYMENTS LESS THAN 2000	\$	3,166.29
TOTAL:	\$	3,651,167.29

COMMISSIONER WARRANTS

VENDOR NAME		AMOUNT
BARR ENGINEERING COMPANY	\$	3,236.50
CITY OF ST CLOUD	\$	7,799.39
LONG PRAIRIE LEADER	\$	7,225.00
SHI CORP	\$	4,347.48
ST CLOUD ACOUSTICS INC	\$	2,250.00
61 PAYMENTS LESS THAN 2000	\$	25,371.31
Total:	\$	50,229.68



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HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
DHS - SWIFT	\$ 11,182.56
RURAL MN CEP INC	\$ 14,990.13
TODD COUNTY AUDITOR TREASURER	\$ 15,096.10
USPS-POC	\$ 5,333.89
75 PAYMENTS LESS THAN 2000	\$ 30,641.50
AMAZON CAPITAL SERVICES	\$ 2,001.83
MAGNIFI FINANCIAL CREDIT UNION	\$ 3,021.59
COST EFF HEALTH INS	\$ 2,100.00
8 PAYMENTS LESS THAN 2000	\$ 5,456.01
Total:	\$ 89,823.61

VENDOR NAME	AMOUNT
DHS - MOOSE LAKE RTC - 462	\$ 2,844.25
DHS - MSOP-MN SEX OFFENDER PROGRAM-462	\$ 4,929.00
HEARTLAND GIRLS RANCH	\$ 28,553.20
LEVIN/TANJA A	\$ 2,050.00
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 2,723.65
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 3,413.48
MERIDIAN SERVICES INC	\$ 2,273.86
NORTH HOMES CHILDREN & FAMILY SRVS	\$ 12,329.80
STEP	\$ 5,745.68
# 16359	\$ 2,025.52
VALLEY LAKE BOYS HOME INC	\$ 19,354.00
VILLAGE RANCH INC	\$ 26,255.48
34 PAYMENTS LESS THAN 2000	\$ 19,064.24
Total:	\$ 131,562.16



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-02
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Gambling Permit - Ducks Unlimited Main Street Chapter
Date of Meeting: April 7 th , 2026	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
Application has been filed in the Auditor-Treasurer's Office.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve a gambling permit for the Ducks Unlimited Main Street Chapter to hold a paddle wheels and raffle event at the Diamond Point in Birchdale Township at the address of 12867 Bayview Dr, Sauk Centre, MN on April 23 rd , 2026.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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

Seal



GAMBLING PERMIT – DUCKS UNLIMITED MAIN STREET CHAPTER

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

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Ducks Unlimited Main Street Chapter to hold a paddlewheel and raffle event at the Diamond Point in Birchdale Township at the address 12867 Bayview Dr, Sauk Centre, MN on April 23rd, 2026.



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>
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-03
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Gambling Permit - Little Birch Lake Improvement Association
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Date of Meeting: April 7 th , 2026	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Auditor-Treasurer

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

Background: *Supporting Documentation enclosed*

Application has been filed in the Auditor-Treasurer's Office.

Options:

Recommendation:
The Todd County Board of Commissioners approves the following by Motion:
To approve a gambling permit for the Little Birch Lake Improvement Association to hold a raffle event at the Shattuck's Hub Supper Club in Burnhamville Township at the address of 30905 County 13, Burtrum, MN on September 19th, 2026.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA }
COUNTY OF TODD }

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

Seal



GAMBLING PERMIT – LITTLE BIRCH LAKE IMPROVEMENT ASSOCIATION

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Little Birch Lake Improvement 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 Improvement Association to hold a raffle event at the Shattuck's Hub Supper Club in Burnhamville Township at the address 30905 County 13, Burtrum, MN on September 19th, 2026.



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>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-04
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	Double Eagle Golf & Grille - Seasonal Liquor License	
Date of Meeting: April 7 th , 2026	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: <i>Supporting Documentation enclosed</i> <input type="checkbox"/>		
Application has been filed in the Auditor-Treasurer's Office.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve a Seasonal On Sale, Off Sale and Sunday Liquor License for Double Eagle Golf LLC dba Double Eagle Golf & Grille at the address of 31886 County 3, Eagle Bend, MN in Burleene Township effective April 10 th , 2026 through January 10 th , 2027.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA }
 COUNTY OF TODD }
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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 :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-05
Agenda Topic Title for Publication:	Authorization to Hire Public Works Summer Help (Maintenance) - Chet Hudalla	
Date of Meeting: 4/7/2026	Agenda Time Requested: 1 Minute	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Work		
Person Presenting Topic at Meeting: Loren Fellbaum, Public Works Director		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Chet Hudalla has applied for the Public Works Summer Help Position (Maintenance) and is being recommended to fill this vacant position with a start date to be determined.		
Options:		
#1 Approve hiring Chet Hudalla to fill the Public Works Summer Help Position (Maintenance) with a start date to be determined.		
#2 Do not approve filling the Public Works Summer Help Position (Maintenance) at this time.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve hiring Chet Hudalla to fill the Public Works Summer Help Position (Maintenance) with a start date to be determined.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 20.93/hr Funding Source(s): Fund 3 - Road & Bridge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	This is a temporary position for summer employment only. This will be Chet Hudalla's 2 nd year back at Public Works.
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

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Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-06
Agenda Topic Title for Publication:	Authorization to Hire Public Works Summer Help (Engineering) - Brandon Cline	
Date of Meeting: 4/7/2026	Agenda Time Requested: 1 Minute	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Work		
Person Presenting Topic at Meeting: Loren Fellbaum, Public Works Director		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Brandon Cline has applied for the Public Works Summer Help Position (Engineering) and is being recommended to fill this vacant position with a start date to be determined.		
Options:		
#1 Approve hiring Brandon Cline to fill the Public Works Summer Help Position (Engineering) with a start date to be determined.		
#2 Do not approve filling the Public Works Summer Help Position (Engineering) at this time.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve hiring Brandon Cline to fill the Public Works Summer Help Position (Engineering) with a start date to be determined.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 20.97/hr Funding Source(s): Fund 3 - Road & Bridge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	This is a temporary position for summer employment only. This will be Brandon Cline's 3rd year back at Public Works.
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

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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>
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-07
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Hire Reilly Jones PT Correctional Officer
--	--

Date of Meeting: 4/07/2026	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Todd County Sheriff's Office

Person Presenting Topic at Meeting: Sheriff Allen

Background: Supporting Documentation enclosed

Hire Reilly Jones for the Part Time Correctional Officer position. An interview process was completed and Reilly Jones was selected as the best candidate for the part time Correctional Officer position.

Options:

- 1- Hire Reilly Jones for the part time Correctional Officer position
- 2- Do not hire Reilly Jones for the part time Correctional Officer position

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Hire Reilly Jones for the part time Correctional Officer position start date TBD at a pay rate of \$26.36 per hour Grade 6/F step A

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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COUNTY OF TODD }

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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 :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-08
Agenda Topic Title for Publication:	Hire Caleb Nurnberger PT Road Deputy	
Date of Meeting: 4/07/2026	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
Hire Caleb Nurnberger for the Part Time Road Deputy position. An interview process was completed and Caleb Nurnberger was selected as the best candidate for the part time Road Deputy position.		
Options:		
1- Hire Caleb Nurnberger for the part time Road Deputy position		
2- Do not hire Caleb Nurnberger for the part time Road Deputy position		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Caleb Nurnberger for the part time Road Deputy position start date TBD at a pay rate of \$28.48 per hour Grade 10 step 1		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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 :
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	(Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	20260407-09
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Hire Jeremy Puff FT Road Deputy
--	--

Date of Meeting: 4/07/2026	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Todd County Sheriff's Office

Person Presenting Topic at Meeting: Sheriff Allen

Background: Supporting Documentation enclosed

Hire Jeremy Puff for the Full Time Road Deputy position. An interview process was completed and Jeremy Puff was selected as the best candidate for the full time Road Deputy position.

Options:

- 1- Hire Jeremy Puff for the full time Road Deputy position
- 2- Do not hire Jeremy Puff for the full time Road Deputy position

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Hire Jeremy Puff for the full time Road Deputy position start date TBD at a pay rate of \$29.33 per hour Grade 10 step 2

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-10
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Hire Care Coordinator - Kayla Fah
--	--

Date of Meeting: 4/7/2026	Agenda Time Requested: 5 mins	<input checked="" type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Health & Human Services

Person Presenting Topic at Meeting: Jackie Och

Background: Supporting Documentation enclosed

An open Care Coordinator position exists within the Adult Services Unit. Interviews were conducted and it is recommended to hire applicant Kayla Fah to fill the open position. Start date: TBD.

Options:

1. To approve the hire of Kayla Fah to fill the open Care Coordinator position. Grade I/9, Step D, \$36.09. Start date: TBD

2. Not approve.

Recommendation:

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

Approve the hire of Kayla Fah to fill the open Care Coordinator position. Grade I/9, Step D, \$36.09. Start date: TBD.

<i>Additional Information:</i>	Budgeted:	Comments
Financial Implications: \$ 36.09/hr Grade I/9, Step D Funding Source(s): 21-Public Health	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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COUNTY OF TODD }

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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>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-11
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	Resignation - Registered Sanitarian David Determan	
Date of Meeting: 4/7/2026	Agenda Time Requested: 5 min	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och (consent item)		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
David Determan has resigned from his position as Registered Sanitarian in the Community Health Unit, effective April 10 th , 2026.		
Options:		
1. Approve the resignation of Registered Sanitarian David Determan, effective April 10 th , 2026.		
2. Not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the resignation of Registered Sanitarian David Determan, effective April 10th, 2026.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): 21- Public Health		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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 COUNTY OF TODD }
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Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-12
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Auditor Warrants - March 2026
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Date of Meeting: April 7 th , 2026	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
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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 March 2026 Auditor Warrants number (ACH) 905883 through 905948 in the amount of \$229,071.87 (Manual) 1235 through 1276 in the amount of \$2,486,876.56 and (Regular) 246036 through 246196 in the amount of \$459,967.79 for a total of \$3,175,916.22.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

Auditor Warrants for Publication
March 2026

Vendor Name	Amount
CITY OF LONG PRAIRIE	\$ 5,345.62
DEPUTY REGISTRAR	\$ 3,007.52
JOHNSON CONTROLS BUILDING SOLUTIONS	\$ 5,541.03
KARL CHEVROLET, INC.	\$ 42,836.53
LINCOLN FINANCIAL GROUP	\$ 7,145.04
METROPOLITAN LIFE INSURANCE COMPANY	\$ 13,203.22
MINNESOTA POWER & LIGHT	\$ 2,675.75
MN TEAMSTERS NO 320	\$ 2,733.24
PHILIP'S REPAIRABLES & COLLISION CENTER	\$ 15,632.61
25 PAYMENTS LESS THAN 2000	\$ 12,815.50
ARC ELECTRIC SERVICE	\$ 2,060.60
CENTRA CARE	\$ 13,350.31
CLIFTON LARSONALLEN, LLP	\$ 10,395.00
COWING ROBARDS INC	\$ 2,146.00
FLEET SERVICES/WEX BANK	\$ 6,654.42
LONG PRAIRIE SANITATION INC	\$ 6,512.52
METRO SALES INC	\$ 2,919.05
MN DEPT OF FINANCE	\$ 6,310.50
MOTOROLA	\$ 28,301.78
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
PETERS LAW OFFICE, P.A.	\$ 3,475.00
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 25,776.00
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 98,136.20
STEP	\$ 10,321.25
VERIZON	\$ 6,212.70
VOYANT COMMUNICATIONS, LLC	\$ 3,287.65
WEST CENTRAL REG JUVENILE CTR	\$ 6,554.00
38 PAYMENTS LESS THAN 2000	\$ 19,146.36
CENTERPOINT ENERGY	\$ 2,117.13
COUNTIES PROVIDING TECHNOLOGY	\$ 7,448.00
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
KEYL KXDL HOTROD RADIO	\$ 2,920.00
LONG PRAIRIE OIL COMPANY	\$ 5,499.22
MADDEN GALANTER HANSEN, LLP	\$ 2,422.44
MINNESOTA POWER	\$ 20,635.92
MORRISON COUNTY	\$ 6,456.43
SMITH/CARL	\$ 3,400.00
STAPLES ADVANTAGE	\$ 3,393.30
STREICHER'S	\$ 5,869.99
WARNER LAW, LLC	\$ 4,485.00
WONDERLICH/SCOTT A	\$ 5,687.50
57 PAYMENTS LESS THAN 2000	\$ 27,266.13
AFSCME COUNCIL 65	\$ 5,163.10
CENTERPOINT ENERGY	\$ 8,329.40
FRISK-NOSKA MECHANICAL LLC	\$ 5,290.00
LAW ENFORCEMENT LABOR SERV INC	\$ 2,321.32
LIBERTY TIRE SERVICES LLC	\$ 2,724.00
LINCOLN FINANCIAL GROUP	\$ 7,175.35
LONG PRAIRIE LEADER	\$ 5,460.00
METROPOLITAN LIFE INSURANCE COMPANY	\$ 12,822.52
MN TEAMSTERS NO 320	\$ 2,733.24
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
TODD CO AUDITOR-TREASURER	\$ 70,301.57
26 PAYMENTS LESS THAN 2000	\$ 8,814.01
PAYCOM PAYROLL, LLC	\$ 40,636.55
PAYCOM PAYROLL, LLC	\$ 3,484.97
WEX HEALTH INC - HSA	\$ 4,493.70
WEX HEALTH INC - HSA	\$ 43,403.59
COUNTY OF TODD	\$ 3,808.34
VOYA (MSRS)	\$ 4,400.35
PAYCOM PAYROLL, LLC	\$ 601,923.78
BETTER HEALTH COLLECTIVE	\$ 33,250.00
BETTER HEALTH COLLECTIVE	\$ 322,974.00
MN DEPT OF REVENUE	\$ 63,446.87
US BANK-CC	\$ 7,525.06
PAYCOM PAYROLL, LLC	\$ 3,559.96
PAYCOM PAYROLL, LLC	\$ 42,722.83
VOYA (MSRS)	\$ 19,798.32
WEX HEALTH INC - HSA	\$ 38,657.93
COUNTY OF TODD	\$ 3,499.13
PAYCOM PAYROLL, LLC	\$ 576,344.34

Auditor Warrants for Publication
March 2026

Vendor Name	Amount
WEX HEALTH INC - HSA	\$ 2,153.70
PAYCOM PAYROLL, LLC	\$ 29,459.01
HUMANA INSURANCE COMPANY	\$ 8,053.44
PERA	\$ 208,908.89
PERA	\$ 207,216.76
PERA	\$ 196,605.62
PERA	\$ 4,999.98
20 PAYMENTS LESS THAN 2000	\$ 15,549.44
AMERDACO SERVICES LLC	\$ 3,800.00
ANOKA CO GOVERNMENT CENTER	\$ 8,375.00
CLARISSA BALLROOM	\$ 3,685.81
PETERS LAW OFFICE, P.A.	\$ 2,096.25
RJ CONTRACTING & REMODELING LLC	\$ 5,447.19
TODD CO AUD-TREAS	\$ 24,871.00
TODD TRAILS ASSOCIATION	\$ 29,550.75
USDA-RD	\$ 2,538.14
23 PAYMENTS LESS THAN 2000	\$ 10,794.55
TOTAL:	\$ 3,175,916.22



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-13
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Approve Commissioner Warrants
--	--------------------------------------

Date of Meeting: April 7 th , 2026	Agenda Time Requested: 2 minutes	<input type="checkbox"/> 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) 404421 through 404453 in the amount of \$10,072.06 and (Regular) 59690 through 59730 in the amount of \$57,966.50 for a total of \$68,038.56.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

KAYLA_D

4/2/26 10:48AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION

Warrants Approved On 4/07/2026 For Payment 4/10/2026

<u>Vendor Name</u>	<u>Amount</u>
D & D AUTO REPAIR	2,846.38
LONG PRAIRIE LEADER	2,750.00
MILLER BROTHER'S CONSTRUCTION	24,868.75
MORRIS ELECTRONICS INC	11,020.47
TRAFERA LLC	7,911.00
69 Payments less than 2000	18,641.96
Final Total:	68,038.56



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-14
Agenda Topic Title for Publication:	Health & Human Services Commissioner Warrants	
Date of Meeting: April 7 th , 2026	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
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) 807395 through 807448 and (Regular) 713964 through 714024 for a total of \$271,091.44.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

Approval Date

4/7/2026

Payment Date

4/10/2026

Vendor name or #

Amount

CHILDREN YOUTH & FAMILIES DEPT	\$ 3,015.01
CREMATION SOCIETY INC	\$ 2,674.05
DHS - SWIFT	\$ 186,887.47
ITEN FUNERAL HOME	\$ 3,450.00
VENDOR# 14262	\$ 2,520.78
TRAFERA LLC	\$ 2,460.00
TRANSUNION RISK & ALTERNATIVE DATA	\$ 4,590.00
93 PAYMENTS LESS THAN 2000	\$ 39,917.91

Final Total

\$245,515.22

ADRIANA

3/31/26 2:36PM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION

Warrants Approved On 4/07/2026 For Payment 4/10/2026

<u>Vendor Name</u>	<u>Amount</u>
J9B8CF_ % % +! F9BH	5,750.00
J9B8CF_ %* ') &! F9BH	5,000.00
MCCC, MI33	6,993.33
TEN POINT CONSTRUCTION	3,681.01
11 Payments less than 2000	4,151.88
Final Total:	25,576.22



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>
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20260407-15
Agenda Topic Title for Publication:	Health & Human Services SSIS Warrants	
Date of Meeting: April 7 th , 2026	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
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) 601966 through 601970 and (Regular) 518882 through 518911 for a total amount of \$85,866.79.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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:

4/10/2026

Approval Date:

4/7/2026

Vendor name or #

Amount

CARLSON/BARBARA	3800.00
DHS - MOOSE LAKE RTC - 462	2569.00
DHS - MSOP - MN SEX OFFENDER PROG - 462	4452.00
GREATER MN FAMILY SRVS INC	4811.60
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL GUARDIANSHIP OPTIONS	2863.95
MAIN STREET FAMILY SERVICES	2371.64
MERIDIAN SERVICES INC	2266.93
NEXUS - MILLE LACS FAMILY HEALING	16504.32
PRAIRIE LAKES YOUTH PROGRAMS	15400.00
VOLUNTEERS OF AMERICA	15641.96
WEST CENNTRAL REG JUVENILE CTR	3811.00
	<hr/>
	\$11,374.39
	24 Pymts less than \$2000
	<hr/>
Final Total	\$85,866.79



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 : <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-16
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Direct Sale of Tax Forfeited Water Front Property
--	--

Date of Meeting: 4/7/2026	Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Auditor/Treasurers Office

Person Presenting Topic at Meeting: Denise Gaida

Background: Supporting Documentation enclosed

Parcel 17-0032700 succumbed to tax forfeiture to the State of Minnesota in 2016 due to non payment of property taxes. Prior to forfeiture, there was some communication from the Young family of possible redemption but ultimately no action occurred to avoid forfeiture. There exists burial plots on this property exclusively related to the Young family.

Recently, the Young family has presented their interest in reacquiring this property with the intent for it to be maintained as a private cemetery. Due to the geographical features of the parcel, a formal request for authorization of direct sale of this parcel must be adopted by the County Board and authorized via state legislation.

The Auditor-Treasurer's Office has been in contact with State Representative Wiener to assist with the necessary processes for this direct sale's authorization within the current state legislative session.

Options:

To adopt the attached resolution

Do not adopt the attached resolution

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
to adopt the attached Resolution for a Direct Sale of Tax-Forfeited Property in Todd County Contingent Upon Authorization via the State Legislature.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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



**RESOLUTION FOR A DIRECT SALE OF TAX-FORFEITED PROPERTY IN TODD COUNTY
CONTINGENT UPON AUTHORIZATION VIA THE STATE LEGISLATURE**

WHEREAS: Parcel 17-0032700 located at Lot 4, SECT 29 Township 128 Range 34 in Todd County forfeited to the State of Minnesota due to non-payment of property taxes on August 31st, 2016, and;

WHEREAS, pursuant to Minnesota Statute § 282.018, this parcel was withdrawn from public sale due to its geographical features and location, and;

WHEREAS, there exists burial plots on this parcel exclusively related to the Young family who has expressed interest in reacquiring the property to be maintained as a private cemetery, and;

WHEREAS, in order for this parcel to be released for sale the county must provide a request for inclusion of this parcel's authorization of release within the state's legislative session.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners do hereby approve said private land sale of property to the Young Family for \$11,446.01 after fees.

BE IT FURTHER RESOLVED, that the terms of sale are as follows:

All property is sold for cash or check only, no payment plans will be offered and full payment is due on the date of sale.

A charge of \$25.00 will be made for each State Deed issued.

A charge of \$46.00 will be made to record the State Deed.

State Deed Tax on the amount of purchase will be collected. (0.0033 x purchase price or minimum of \$1.65)

A \$50.00 fee for well certificate, if applicable, will be collected.

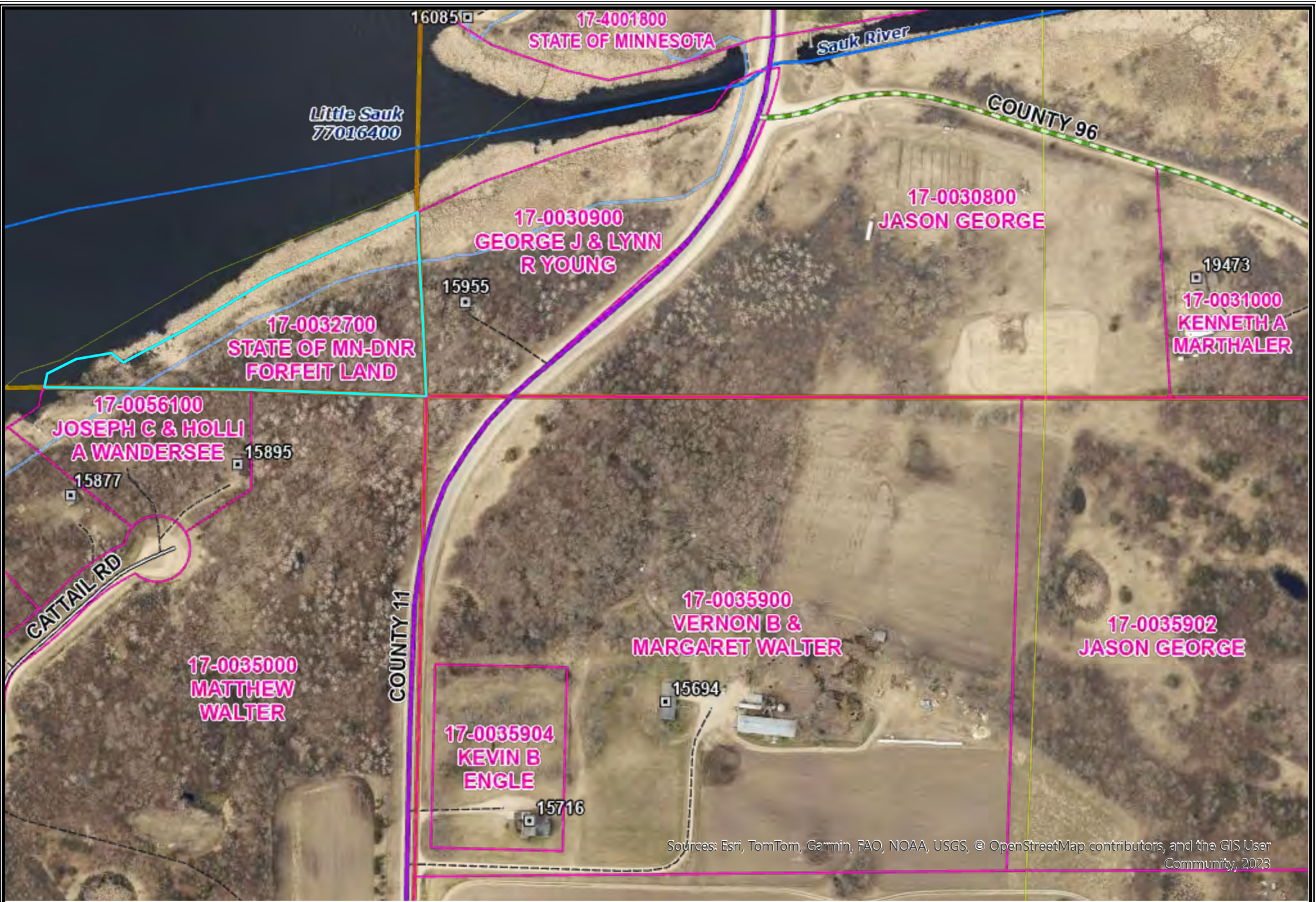
A Tax Forfeiture Administration fee of \$250.00 will be collected.

A 3% Assurance Fund charge will be made (as per M. S. 284.28, Subd. 8).

BE IT FURTHER RESOLVED, that the Tax-Forfeited Parcel will be offered for sale subject to liens, existing roads, easements and leases, if any, and any special assessments canceled at forfeiture may be reassessed by the municipalities after the sale.

BE IT FURTHER RESOLVED, that the sale of this property is directly dependent upon the state legislature's authorization to release said parcel for county sale.

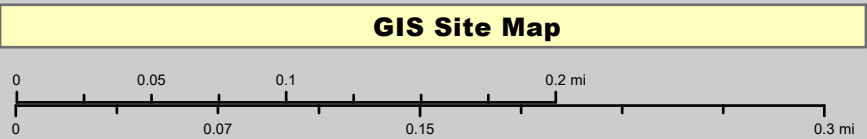
BE IT FINALLY RESOLVED, that the right is reserved by Todd County, in the interest of the public, to cancel this sale at any time prior to its sale.



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023



Todd County GIS
 215 1st Ave S, Ste 102
 Long Prairie, MN 56347
 (Office) 320-732-4248



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any ~~unintentional~~ errors or omissions. If the recipient ~~is~~ to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.



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>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Resolution for Sexual Assault Awareness Month - April 2026
--	---

Date of Meeting: April 7, 2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Hands of Hope Resource Center

Person Presenting Topic at Meeting: Barb Dinkel Goodrich

Background: Supporting Documentation enclosed

See attached resolution and letter for background information.

Options:

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
To proclaim April 2026 as Sexual Assault Awareness Month in Todd County

Additional Information:	Budgeted:	Comments
--------------------------------	------------------	-----------------

Financial Implications: \$	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Funding Source(s):		

Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
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Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

**SEXUAL ASSAULT AWARENESS MONTH
APRIL 2026**

WHEREAS, April marks Sexual Assault Awareness Month (SAAM) – a time to honor 25 years of progress and recommit to creating safer communities for all. This year’s theme, **“25 Years Strong: Look Back, Moving Forward,”** celebrates the resilience of survivors and the communities that have worked for change, and;

WHEREAS, for 25 years, Sexual Assault Awareness Month (SAAM) has supported survivors, raised awareness, and inspired action to prevent sexual assault, abuse, and harassment. As we reflect on how far we have come, we also recognize the work that lies ahead, and;

WHEREAS, prevention starts with all of us. It is in how we support one another, practice consent, and create spaces rooted in care and respect. When we act with intention, we move closer to a future free from violence, and;

WHEREAS, this month provides an opportunity to show solidarity with advocates, victim service organizations, crisis hotline staff, law enforcement, and prosecutors who dedicate their lives to supporting victims, and;

WHEREAS, we must continue to hold offenders accountable, support survivors in their healing, and foster environments where everyone can live free from fear and harm, and;

NOW, THEREFORE, BE IT RESOLVED, the Todd County Board of Commissioners hereby proclaim the month of April 2026 as

Sexual Assault Awareness Month

renewing our commitment to build a future free from sexual violence through strengthened prevention, support healing, and creating communities where everyone feels safe and valued.



April 7, 2026

Todd County Board of Commissioners:

April is Sexual Assault Awareness Month, and this year's theme, "*25 Years Stronger: Looking Back, Moving Forward*," marks a milestone in the movement to end sexual violence. For 25 years, survivors, advocates, and communities have worked tirelessly to break the silence, challenge harmful norms, and create safer spaces for all. While we have come far, our work is far from over.

Looking back, we honor the courage of survivors who have shared their stories, the dedication of advocates who have fought for stronger protection, and the educators who have taught the values of consent, respect, and healthy relationships. These efforts have changed laws, improved services, and shifted public attitudes.

Moving forward, we must continue to expand prevention efforts, engage new voices, and ensure that every survivor has access to compassionate, trauma-informed support. Sexual violence impacts people of every age, gender, and background, and ending it requires all of us – listening, believing, and taking action in our daily lives.

This April, let's reflect on how far we've come and recommit to building a future where safety, dignity, and respect are the norm. Together, we can build a world free from sexual violence.

Should you have any questions, please feel free to contact me at 320-732-2319 Ext. 301.

Sincerely,

Barb Dinkel Goodrich
Lead Advocate - Domestic Abuse and Sexual Assault Victim Services
Hands of Hope Resource Center – Todd County



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-18
Agenda Topic Title for Publication:	Resolution for National Crime Victims' Rights Week, April 19-25, 2026	
Date of Meeting: April 7, 2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Hands of Hope Resource Center		
Person Presenting Topic at Meeting: Barb Dinkel Goodrich		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
See attached resolution and letter for background information.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To proclaim April 19-25, 2026 as National Crime Victims' Rights Week in Todd County.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

NATIONAL CRIME VICTIMS' RIGHTS WEEK, APRIL 19-25, 2026

WHEREAS, crime in America has a devastating impact on victims and survivors, and tears at the social fabric of our society as a whole; and

WHEREAS, no victim or survivor should have to endure the trauma of victimization and its impact – physical, financial, emotional, spiritual and social – along; and

WHEREAS, the community of crime victims and survivors, those who serve them, and countless allies work together to ensure that victims' needs are identified and met with quality, collaborative and comprehensive services; and

WHEREAS, there are more than 12,000 system- and community-based victim services programs across the Nation that help crime survivors and promote community safety, and over 32,000 laws that define and protect victims' rights; and

WHEREAS, 2026 is the 45th anniversary of National Crime Victims' Rights Week, first proclaimed by President Ronald Reagan in 1981, and

WHEREAS, this time-honored tradition unites all who care about crime, victimization and survivors to acknowledge and honor survivors, their challenges and their strengths;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners do hereby proclaim the week of April 19-25, 2026, as Crime Victims' Rights Week in Todd County, with this proclamation amplifying our commitment to ensure that crime victims' rights and services are not only recognized annually, but provided daily.



April 7, 2026

Todd County Board of Commissioners:

The week of April 19–25, 2026 marks the 45th anniversary of National Crime Victims' Rights Week (NCVRW). It is an important time to recognize crime victims and survivors, to honor their experiences, and to make sure their voices are heard. When survivors speak, we all have an opportunity to listen, learn, and do better.

The 2026 NCVRW theme, **CommUNITY**, highlights the strength that comes from people coming together to support victims. Survivors are supported every day by victim service organizations, criminal justice and mental and behavioral health professionals, faith leaders, family members, friends, and many others. No one should have to go through the aftermath of crime alone, and this theme reminds us that help is strongest when it comes from a caring **CommUNITY** working together.

At the same time, many challenges continue to affect victims and the services that support them. Ongoing cuts to federal funding have led to fewer resources and reduced services at a time when they are needed most. Too often, victims are still blamed or shamed for crimes committed against them, which can make healing even harder.

Even with these challenges, communities remain strong and resilient. National Crime Victims' Rights Week is a reminder that we all have a role to play—by standing with victims, listening to their stories, and offering support with compassion and respect. By coming together as a **CommUNITY**, we can continue to support survivors, honor their rights, and ensure they never have to face their journey alone.

Attached is a proclamation to pay tribute to crime victims; listen to and learn from the power of their personal stories; and celebrate the accomplishments that identify and prioritize the needs of victims first.

Should you have any questions, please feel free to contact me at 320-732-2319 Ext. 301.

Sincerely,

Barb Dinkel Goodrich

Lead Advocate - Domestic Abuse and Sexual Assault Victim Services
Hands of Hope Resource Center – Todd County



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	<i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	20260407-19
<input checked="" type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	2025 GRRL Activities Summary	
Date of Meeting: April 7 th , 2026	Agenda Time Requested: 15 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Great River Regional Library		
Person Presenting Topic at Meeting: Brandi Carter, Executive Director & Amanda Wehrsmann, Library Services Coordinator		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Presentation attached for discussion.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

Great River Regional Library



Mission:

To serve all Central Minnesotans with library collections and services.

Vision:

Foster the spirit of exploration, knowledge, and connection for all ages and cultures.

Theory of Change:

People in our communities can find and use trusted information they need to thrive.

Great River Regional Library

2026-2030 Strategic Plan



2025 Overview



Libraries in Todd county include Eagle Bend, Grey Eagle, Long Prairie, and Staples.



Todd County Statistics

Library	Circulation	Total Borrowers	New Borrowers
GRRL – Total	2,282,865	98,961	18,840
Digital Library – Total	544,188	26,570	11,379
Staples	44,873	1,739	332
Long Prairie	32,484	1,550	326
Eagle Bend	14,768	419	61
Grey Eagle	6,789	279	31

2025 Library Highlights

14,041
record-breaking
children & teens
participated in
Summer
Reading
Challenge



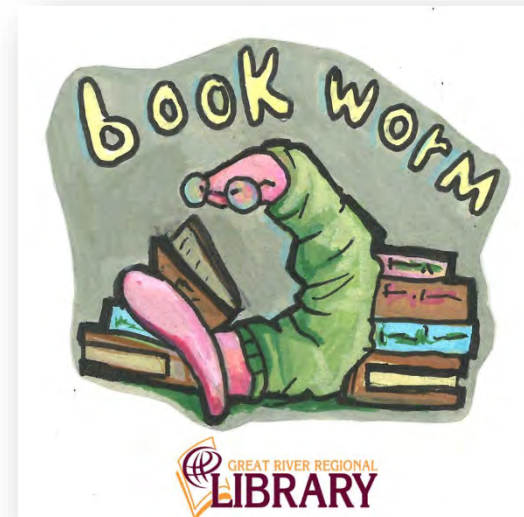
2,923
teens & adults
participated in
Winter Reading
Challenge



THE GREAT ESCAPE



MN State Parks Library Program expands



Held our first-ever
Teen Sticker Design Contest

Todd County Stories



Painting class



Jolly Pops Concert



Play2Learn kit



Table
Tennis at
Prairie
Days

Thank you for your support.





WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-20
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Award of Construction Contract - 2026 Bituminous Highway Construction Projects
Date of Meeting: 4/7/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Award of construction contract for 2026 bituminous highway construction related projects located in various locations in Todd County.		
Options:		
#1 Approve the attached resolution.		
#2 Do not approve the attached resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the attached resolution for Award fo Construction Contract for 2026 Bituminous Highway Construction.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 5,068,251.05 Funding Source(s): Federal Aid Const. Funds, State Aid Const. Funds, Local Levy Funds, Sales Tax Funds	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA }
COUNTY OF TODD }
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Seal



AWARD OF CONSTRUCTION CONTRACT FOR 2026 BITUMINOUS HIGHWAY CONSTRUCTION

WHEREAS, sealed bids were received on March 2nd, 2026 by the Todd County Public Works Director for SP 077-602-021, SP 077-611-036, SAP 077-648-005, CP 26:98, CP 26:104 and CP 77-26-01, said projects for highway construction related work at various locations in Todd County, and;

WHEREAS, the following sealed bids were received:

Central Specialties, Inc.	Alexandria, Minnesota	\$5,068,251.05
Anderson Brothers Construction	Brainerd, Minnesota	\$5,568,310.50
Knife River Corporation	Sauk Rapids, Minnesota	\$5,697,158.77
Mark Sand & Gravel Co.	Fergus Falls, Minnesota	\$5,789,585.42
R.J. Zavoral and Sons, Inc.	East Grand Forks, Minnesota	\$6,179,920.37
Duininck, Inc.	Prinsburg, Minnesota	\$6,431,637.18

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction projects to Central Specialties, Inc. of Alexandria, Minnesota based on their low bid of \$5,068,251.05.

Contract 2026 Todd County Bituminous Contract - Bid Summary

Report Date	Contract Name	Contract Number	State	Federal	Release Date	Bid opening
2026-03-03	2026 Todd County Bituminous Contract	202601	SP 077-602-021	STBG 7726 (126)	2/3/2026, 12:00 AM	Mar 3, 2026, 10:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$6,012,146.01	
Central Specialties Inc.	\$5,068,251.05	15.70% UNDER
Anderson Brothers Construction Company of Brainerd LLC	\$5,568,310.50	7.38% UNDER
Knife River Corp. - Sauk Rapids	\$5,697,158.77	5.24% UNDER
Mark Sand & Gravel Co.	\$5,789,585.42	3.70% UNDER
R.J. Zavoral and Sons, Inc.	\$6,179,920.37	2.79% OVER
Duininck, Inc.	\$6,431,637.18	6.98% OVER



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-21
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Engineering Services Agreement for Bridge L9447 Replacement Project
--	--

Date of Meeting: 4/7/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Public Work

Person Presenting Topic at Meeting: Loren Fellbaum, Public Works Director

Background: Supporting Documentation enclosed

As described in the Cooperative Construction Agreement for the Bridge L9447 Replacement Project, the County will act as the project administrator and fiscal agent for the project. The County will also select and contract with an engineering firm to develop the construction plans and permits so that the County can eventually go out for bids and award a construction contract.

Options:

#1 Approve the attached Engineering Services Agreement from Widseth for the Bridge L9447 Replacement Project.

#2 Do not approve the attached Engineering Services Agreement from Widseth at this time.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the attached Engineering Services Agreement from Widseth for the Bridge L9447 Replacement Project.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 36,160.00 Funding Source(s): State Townbridge and Township Funds	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The County will not be fiscally responsible for this agreement per the Project's Cooperative Construction Agreement.
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

Alexandria
610 Fillmore Street
Alexandria MN 56308

320.762.8149
Alexandria@Widseth.com
Widseth.com

**CONFIRMATION OF REQUEST
FOR
ENGINEERING SERVICES**

CLIENT: Todd County Highway Department

LOCATION: Long Prairie, Minnesota

SERVICE REQUESTED BY: Loren Fellbaum, PE

DATE: March 4, 2026

PROJECT: Replacement of Bridge L9447

DESCRIPTION OF WORK INVOLVED: Prepare bridge replacement plans and supporting documents as outlined in the attached Work Plan/Cost estimate for replacement of bridge L9447 on Bertha Twp Rd 345 (410th Street) over Little Creek. Horizontal alignment to match existing, vertical profile will be coordinated with county. Preliminary and Final Plans will be submitted to Todd County and District State Aid for review and comments. Cost based on replacement structure being multiple lines of concrete box culverts.

ESTIMATED ENGINEERING COSTS:
Bridge Replacement Plans

WSN LABOR & EXPENSES
\$36,160.00

See attached Work Plan/Cost Estimate for breakdown of costs.

TIME SCHEDULE FOR SERVICES: Complete plans and supporting documents by November 15, 2026. Schedule can be accelerated if requested by the County.

BILLING METHOD:

- Hourly
- Percentage
- Lump Sum
- Other

BILLING SCHEDULE:

- Monthly
- Phased
- Upon Completion

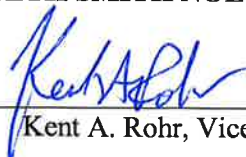
REMARKS: Billing to be on an hourly basis and per the attached General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

APPROVED:

WIDSETH SMITH NOLTING & ASSOC. INC.

BY: 
Kent A. Rohr, Vice President

BY: _____

DATE: _____

Wiseth Smith Nolting: Work Plan/Cost Estimate for Todd County Bridge L9447 Replacement

Based on replacement bridge being multiple lines of Concrete Box Culverts

4-Mar-26

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK	Project Engineer	Project Engineer	Project Engineer	Design Engineer	Engineering Technician	Engineering Technician	Engineering Technician	Expenses	Total Item Cost
		Engineer IV	Engineer III	Engineer II	Engineer I	Technician IV	Technician III	Technician II		
		\$205.00	\$200.00	\$170.00	\$145.00	\$160.00	\$145.00	\$125.00		
<i>Design Services</i>										
1	Complete survey sheet based on County survey					6				\$960.00
2	Hydraulic Analysis, Risk Assessment and Scour Analysis	4			18					\$3,430.00
3	Bridge Options with Road Profiles			2		4				\$980.00
4	Easement descriptions, maps and layouts		12			6				\$3,360.00
5	Prepare Preliminary Bridge/Approach Plans	2		6		8	20			\$5,610.00
6	Prepare permit applications including wetland delineation			12	24				\$50.00	\$5,570.00
7	Prepare Final Bridge/Approach Plans, including Traffic Control/Detour Plans	4		16		16	48			\$13,060.00
8	In House QA/QC review		4			4				\$1,440.00
9	Submit Final Bridge and Approach plans and supporting documents	2		6		2				\$1,750.00
TOTAL ESTIMATED PROJECT HOURS		12	16	42	42	46	68	0		226
TOTAL ESTIMATED PROJECT COST		\$2,460.00	\$3,200.00	\$7,140.00	\$6,090.00	\$7,360.00	\$9,860.00	\$0.00	\$ 50.00	\$36,160.00

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating

Approach grading costs based on 300'-400' of grading on each side of the bridge

2026 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$145 / Hour
Level II	\$170 / Hour
Level III	\$200 / Hour
Level IV	\$205 / Hour
Level V	\$215 / Hour
Technician	
Level I	\$105 / Hour
Level II	\$125 / Hour
Level III	\$145 / Hour
Level IV	\$160 / Hour
Level V	\$175 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$150 / Hour
Marketing Specialist	\$125 / Hour
Funding Specialist	\$125 / Hour
Administrative Assistant	\$ 90 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widsseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS • ENGINEERS
SCIENTISTS • SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

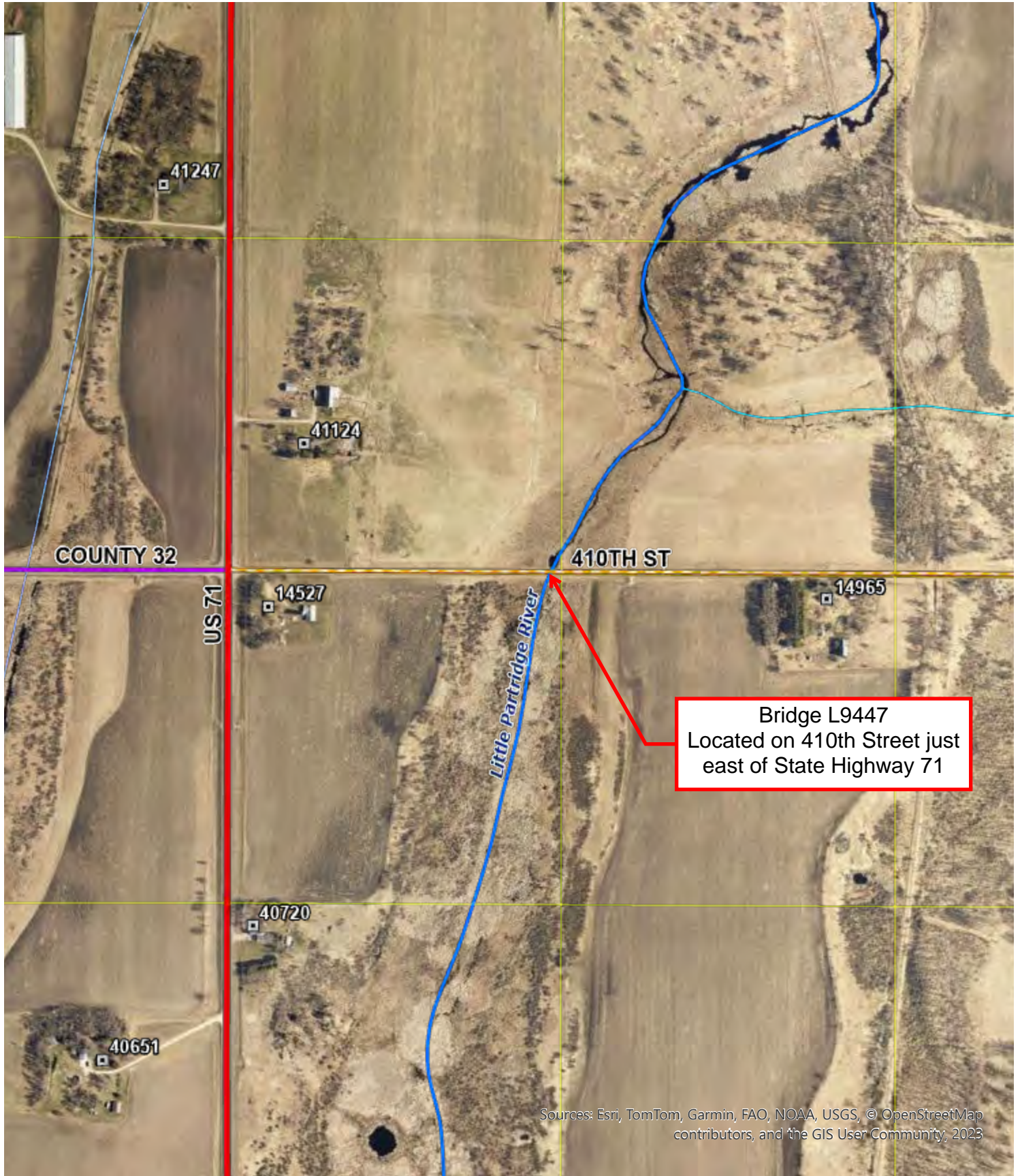
ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



Bridge L9447
 Located on 410th Street just
 east of State Highway 71

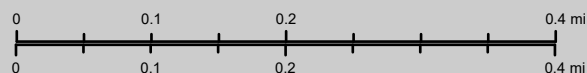
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023

Todd County
 MINNESOTA



Todd County GIS
 215 1st Ave S, Ste 102
 Long Prairie, MN 56347
 (Office) 320-732-4248

Bridge L9447 Location Map



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions. If the recipient wishes to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.

Printed on:
 Friday, October 31, 2025



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-22
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Approval of MnDNR Cooperative Agreement for Battle Point Park Boat Ramp Project
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Date of Meeting: 4/7/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Public Works

Person Presenting Topic at Meeting: Loren Fellbaum, Public Works Director

Background: Supporting Documentation enclosed

See attached MnDNR Cooperative Agreement and Resolution for additional background information.

Options:

#1 Approve attached resolution and MnDNR Agreement.

#2 Do not approve attached resolution and MnDNR Agreement.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve attached resolution and MnDNR Agreement for State of Minnesota Cooperative Agreement for Lake Osakis, Battle Point Park Water Access Between State of Minnesota and Todd County.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 12,500.00 Funding Source(s): State of Minnesota DNR Funds	<input type="checkbox"/> Yes <input type="checkbox"/> No	Signature of agreement must wait until funds are encumbered by the State of Minnesota.
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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



STATE OF MINNESOTA COOPERATIVE AGREEMENT FOR LAKE OSAKIS, BATTLE POINT PARK WATER ACCESS BETWEEN STATE OF MINNESOTA AND TODD COUNTY

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate, and;

WHEREAS, under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary, and;

WHEREAS, the State of Minnesota and Todd County have determined that the public water access on Lake Osakis - Battle Point Park is high priority for improvements to better serve boaters and anglers of all ages and abilities, and;

WHEREAS, the County owns land described as the Battle Point Park public water access at Faraway Lane, Osakis, of which is in need a new and improved boat ramp, and the County is willing to take the lead to hire a qualified engineer/architect to develop the design and project specifications for future construction of the double boat ramp, and;

WHEREAS, the County desires a 50/50 cost share with the State to complete the design for the improved boat ramp project, and the State has funding available to assist with public water access projects.

NOW, THEREFORE BE IT RESOLVED, be it resolved that Todd County does hereby agree to the terms and conditions of the State of Minnesota Cooperative Agreement for Lake Osakis – Battle Point Public Water Access consistent with Minnesota Statutes, Section 471.59.

BE IT FURTHER RESOLVED, that the Todd County Board Chairperson and Todd County Auditor/Treasurer are authorized to execute the cooperative agreement and any amendments thereto with the Commissioner of Natural Resources concerning the above-referenced.



State of Minnesota

Cooperative Agreement

LAKE OSAKIS, BATTLE POINT PUBLIC WATER ACCESS COOPERATIVE AGREEMENT BETWEEN THE STATE OF MINNESOTA AND TODD COUNTY

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources (“State”) and County of Todd, (“County”).

Recitals

The Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The State and County have determined that the public water access on Lake Osakis, Battle Point Park is high priority for improvements to better serve boaters and anglers of all ages and abilities.

The County owns land described as the Battle Point Park public water access at Faraway Lane, Osakis, of which is in need a new and improved boat ramp, and the County is willing to take the lead to hire a qualified engineer/architect to develop the design and project specifications for future construction of the double boat ramp.

The County desires a 50/50 cost share with the State to complete the design for the improved boat ramp project, and the State has funding available to assist with public water access projects.

The County Board has authorized the County to enter into this agreement.

Agreement

1. Term of Agreement

- 1.1 Effective Date: April 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: March 31, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

2.1 State's Duties and Responsibilities. The State shall:

- 2.1.1 Provide technical and funding assistance to the County to hire a qualified engineer/architect to develop the design for the double boat ramp and final plans and specifications for the project.
- 2.1.2 Review and approve the plans and specifications developed by the County. Comments and approval for the award shall be provided by the State's authorized representative.
- 2.1.3 Consider a future request for cost share of the construction of the double boat ramp as funding allows, in which funds would be placed in a new and separate agreement.

2.2 County's Duties and Responsibilities. The County shall:

- 2.2.1 Request proposals, review and hire a qualified engineer/architect to develop the preliminary design and project proposal for the double boat ramp. Ensure the design and project elements meet accessible and other structural requirements.
- 2.2.2 Complete the plans and specifications required for boat ramp improvement project and share the plans and specifications with the State's Authorized Representative for midpoint and final approval.
- 2.2.3 The plans shall meet all applicable requirements of accessibility standards and requirements for public water access storm water and aquatic invasive species best management practices.
- 2.2.4 Comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.
- 2.2.5 Upon completion of the design and specifications the County shall invoice the State for expenses incurred directly related to the design of the project.
- 2.2.6 Prevent and limit the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands
- 2.2.7 Follow pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973 for all habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any land using state funds. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

3. Funding

The State shall provide funding for its responsibilities under through the standard internal purchasing process. The State shall provide funding to the County for the responsibilities under Article II, however the total obligation of the State for the design shall not exceed **\$12,500**. The total obligation of the State for its responsibilities under Article 2 shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project.

Upon completion of the design and specifications, the County shall invoice the State for incurred expenses directly related to this portion of the project. Reimbursement of eligible costs will be due within thirty (30) days of the County presentation of invoices for services performed and acceptance of such services by the State's authorized representative. The County will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

4. Authorized Representatives

The State's Authorized Representative is Tim Edgeton, Parks and Trails Area (3A) Supervisor, Minnesota Department of Natural Resources, 1035 South Benton Drive, Sauk Rapids, MN 56379, 320-223-7861, tim.edgeton@state.mn.us or successor.

The County's Authorized Representative is Loren Fellbaum, Todd County Engineer, 44 Riverside Drive, Long Prairie, MN 56347, 320-732-2722, loren.fellbaum@co.todd.mn.us or successor.

Assignment, Amendments, Waiver, and Contract Complete.

- 4.1 Assignment. The County may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 4.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 4.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 4.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

6. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

7. Government Data Practices.

The County and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the County or the State.

If the County receives a request to release the data referred to in this clause, the County must immediately notify and consult with the State's Authorized Representative as to how the County should respond to the request. The County's response to the request shall comply with applicable law.

8. **Publicity and Endorsement.**

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

8.2 Endorsement. The County must not claim that the State endorses its products or services.

9. **Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Dakota County, Minnesota.

10. **Termination**

10.1 Termination. The State or the County may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

11. **Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

12. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the County certifies that as of the date of services performed on behalf of the State, County and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The County is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at

<http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

13. Exhibits. The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Location map of the Lake Osakis, Battle Point Park public water access

Exhibit B: County Board Resolution

(The remainder of this page intentionally left blank.)

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____

Date: _____

SWIFT Contract No. _____

2. County

Print Name: _____

Signature: _____

Title: _____

Date: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____

Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____

Date: _____

Admin ID: _____

Exhibit A

Lake Osakis, Battle Point Park public water access





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 :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-23
Agenda Topic Title for Publication:	Approval of Engineering Agreement for Battle Point Park Boat Ramp Project	
Date of Meeting: 4/7/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, Public Works Director		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
As per the MnDNR Cooperative Agreement for the Lake Osakis Battle Point Park Boat Ramp Project, the Public Works Department has requested the attached engineering services proposals for design, engineering and permitting work for this project. The following is the list of the firms and associated costs: #1 Widseth - \$20,510.00 #2 Bolton and Menk - \$23,000.00		
Options:		
#1 Approve attached agreement from Widseth based on their proposed cost of \$20,510.00. #2 Approve attached agreement from Bolton & Menk based on their proposed cost of \$23,000.00. #3 Do not approve an engineering agreement at this time.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve attached agreement from Widseth based on their proposed cost of \$20,510.00.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 20,510.00 Funding Source(s): State of Minnesota DNR Funds and Todd County Parks and Trail Funds	<input type="checkbox"/> Yes <input type="checkbox"/> No	The costs for this agreement will be paid with funds from the MnDNR Cooperative Agreement (50%) and the remaining amount from Todd County Parks and Trails Account (50%).
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

Alexandria

610 Fillmore Street
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com
Widseth.com

**CONFIRMATION OF REQUEST
FOR
ENGINEERING SERVICES**

CLIENT: Todd County Highway Department

LOCATION: Long Prairie, Minnesota

SERVICE REQUESTED BY: Loren Fellbaum, PE

DATE: March 2, 2026

PROJECT: Concrete Boat Ramp at Battle Point Park

DESCRIPTION OF WORK INVOLVED: Prepare Construction documents for the Boat Landing Improvement Project at Battle Point Park. Scope of work based on information provided by County from their 02/02/2026 work session. Scope includes field survey, hydraulic calculations, plan preparation, coordination with DNR and Todd County.

ESTIMATED ENGINEERING COSTS:

Boat Ramp Construction Documents
Construction Services

WSN LABOR & EXPENSES

\$20,510.00
TBD

See attached Work Plan/Cost Estimate for breakdown of costs. Widseth can provided construction services at the request of the County

TIME SCHEDULE FOR SERVICES: Complete plans and supporting documents by May 29, 2026. Schedule can be accelerated if requested by the County.

BILLING METHOD:

- Hourly
- Percentage
- Lump Sum
- Other

BILLING SCHEDULE:

- Monthly
- Phased
- Upon Completion

REMARKS: Billing to be on an hourly basis and per the attached General Provisions. Widseth will not exceed stated cost without additional authorization from client.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING & ASSOC. INC.

BY:



Kent A. Rohr, Vice President

APPROVED:

BY: _____

DATE: _____

Widseth: Work Plan/Cost Estimate for Todd County Battle Point Park
 Boat Landing Improvement Project
 2-Mar-26

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK	Project Engineer LS	Project Engineer	Design Engineer	Engineering GIS Technician	Engineering Survey Technician	Engineering Survey Technician	Expenses	Total Item Cost	
		IV \$205.00	Engineer III \$200.00	Engineer I \$145.00	Technician III \$145.00	Technician II \$125.00	Technician I \$105.00			
<i>Design Services</i>										
1	Collect Existing Information Initial Agency Contacts	4		4					\$1,400.00	
2	Complete Topographic/Hydrographic Survey and Processing		2		4	7	7		\$2,590.00	
3	Complete Hydrologic Analysis, coordinate with DNR	12		16					\$4,780.00	
4	Prepare civil construction documents	8		8	40				\$8,600.00	
5	Permits, including MnDNR, MPCA CSW and JNF			12					\$1,740.00	
6	Final signed plans, Estimate and Specifications	4		4					\$1,400.00	
TOTAL ESTIMATED PROJECT HOURS		28	2	44	44	7	7		132	\$20,510.00
TOTAL ESTIMATED PROJECT COST		\$5,740.00	\$400.00	\$6,380.00	\$6,380.00	\$875.00	\$735.00	\$ -	\$20,510.00	\$20,510.00

If wetland delineation report is required there will be an additional fee of \$4500.00
 Civil Plans include double boat ramp and floating dock with access

2026 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$145 / Hour
Level II	\$170 / Hour
Level III	\$200 / Hour
Level IV	\$205 / Hour
Level V	\$215 / Hour
Technician	
Level I	\$105 / Hour
Level II	\$125 / Hour
Level III	\$145 / Hour
Level IV	\$160 / Hour
Level V	\$175 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$150 / Hour
Marketing Specialist	\$125 / Hour
Funding Specialist	\$125 / Hour
Administrative Assistant	\$ 90 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolling & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed

item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



**BOLTON
& MENK**

Real People. Real Solutions.

1501 South State Street
Suite 100
Fairmont, MN 56031-4467
Ph: (507) 238-4738
Fax: (507) 238-4732
Bolton-Menk.com

February 25, 2026

Loren Fellbaum, PE
Todd County Engineer
Todd County Public Works Department
44 Riverside Drive
Long Prairie, MN 56347

RE: Proposal for Professional Services
Boat Ramp Replacement – Battle Point Park – Lake Osakis
Todd County Public Works

Dear Mr. Fellbaum,

Bolton & Menk, Inc., is pleased to present this proposal for professional services related to replacement of the existing boat ramp located on Lake Osakis at Battle Point Park. This proposal will define our scope of work and provide you with an estimate of the cost of these services.

This proposal is subject to the attached Terms of Proposal. If this proposal and the attached terms are acceptable, please sign on page 4 to verify your acceptance. When signed, this proposal and the attached terms shall constitute the agreement between Todd County Public Works and Bolton & Menk, Inc.

Thank you again for considering Bolton & Menk for your civil engineering needs. Please feel free to contact me if you have any questions or if you require any additional information.

Sincerely,

Bolton & Menk, Inc.

Kent Louwagie, PE
Municipal Project Manager | Principal

Bolton & Menk, Inc.

Troy Nemmers, PE
Senior Project Manager | Associate

Attachments: Terms of Proposal

Description of Proposed Project

The project includes the design of a new double concrete boat ramp at the existing site located in Battle Point Park on the north end of Lake Osakis. The existing concrete ramp will be removed, and a new double concrete ramp will be constructed at the same location. Bolton & Menk will provide bidding documents and project manual for this work.

It is anticipated the work will consist of the following:

Survey:

- Topographic Survey

Civil Design & Bidding:

- Preliminary Site Plan
- Bidding Documents
 - Existing Conditions Plan
 - Removal and Demolition Plan
 - Final Site Plan
 - Grading Plan
 - Erosion Control and Site Restoration
 - Details
- Permit coordination
- Project Manual

Construction administration and staking is not included in this scope of work. An estimate of these fees can be determined once a contractor is selected and total scope of work is known.

Scope of Work

Based on our understanding of the proposed project, we would propose providing the following services:

Task I – Topographic Survey

Topographic Survey:

- The area to be surveyed will include the immediate area (50') adjacent to the existing boat ramp and in the water to obtain lake bottom elevations.
- One site visit to establish horizontal and vertical survey control, based upon Todd County coordinate system and NAVD 88.
- Ground contours (1 foot) and spot elevations. Elevations will be measured on a 10-15' grid with spot elevations at important points including concrete ramp, curbs, walks, or retaining walls.

- Types and locations of surfaces (gravel, concrete, bituminous)
- Landscaping and individual trees with diameters over 6" will be located and identified on the map
- Location and elevation of current water levels
- Set two (2) site benchmarks
- Any other significant topographic features visible to survey crew

Task II – Civil Design and Bidding

- Preliminary Site Layout* – Bolton & Menk, Inc. will prepare a preliminary site plan for review and approval of the county prior to bidding documents being developed.
- Existing Condition Plan* – Bolton & Menk, Inc. will prepare an existing condition drawing to illustrate current site features.
- Removal Plan* – Bolton & Menk, Inc. will work with the owner to prepare a plan showing extent of site removals.
- Final Site Plan* – A final site plan will be developed based on the approved plan to identify proposed improvements. This plan will include a double concrete ramp, water level, dock location, site dimensions and other pertinent information.
- Grading Plan* – A grading plan will be prepared, showing elevations for the finished surfaces.
- Erosion Control and Site Restoration Plan* – A plan will be developed to address construction site erosion and final site restoration of disturbed soil.
- Detail Sheet* – detail sheets, showing standard details for the various construction items will be provided as part of the plan package.
- Permits* – Bolton & Menk will complete the necessary permit applications. It is anticipated that coordination with the MN DNR and Sauk River Watershed will be required along with their associated permits for work below the Ordinary High Water and on the lakeshore. Permit fees to be paid by the Owner.
- Meetings* – Bolton & Menk, Inc. will attend up to two meetings with the owner to gather input on the proposed site layout and final design.
- Project Manual* – Bolton & Menk will provide the specifications for the civil construction work and necessary documents to comply with public bidding requirements.

Plan Revisions

BMI will complete the required revisions in an expedient manner when requested by either the Client or a regulatory authority. Unless such revisions are necessary to meet documented design criteria from the client or governing agencies, the revisions will be performed as additional services at our standard hourly rates.

General Assumptions

This proposal is based upon the following assumptions:

- A. No dredging or significant sediment removals are anticipated as part of the removals.
- B. Water quality improvements are not expected with this scope of work.
- C. One minor revision to the plans based on DNR or owner comments is included; any other revisions will be provided as additional services.
- D. Construction administration, observation, and staking are not included but can be provided as additional services.
- E. Geotechnical services including soil borings are not anticipated and shall be done by others if needed.
- F. Owner to pay for all necessary permit application fees.
- G. If requested Bolton & Menk, Inc. will provide evidence of Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- H. This proposal shall remain in effect for a period of 45 calendar days after submittal.

Additional Services

Consulting services performed other than those authorized under this agreement shall be considered not part of Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services or exceed the requirements of the Basic Services. Additional Services will be billed at the standard hourly rates.

Fees

Bolton & Menk, Inc.'s proposed fees to provide the described work will be billed on the basis shown in the table below with the estimated cost to be:

TASKS	FEE BASIS	COST
I. Topographic Survey	Lump Sum	\$3,500
II. Civil Design and Bidding	Estimated hourly	\$19,500
III. Construction Administration and Staking		TBD
TOTAL		\$23,000

Schedule

The above scope of work can be completed at a timeline agreeable to both Todd County and Bolton & Menk. Depending on ice conditions, the topographic survey may be completed before ice-out, but conditions may change quickly as spring approaches. The preliminary site layout would be ready for owner review approximately 3 weeks following completion of the topographic survey.

Approvals and Signatures

Client acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purpose of making improvements to and upon the property.

Bolton & Menk, Inc. and Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of Client.

Accepted by: _____

Print Name/Title

Signature and Date

Terms of Proposal
Todd County Public Works and
Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

A. Services: BMI proposes to perform the services ("Services") outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in the Services.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information, and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Except as otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for cost of exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations shown on previous plans or provided by Client or utility companies.

G. Project Approval: BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of the Services or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor, nor for acts of omissions of any contractor.

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI. Any reuse by Client or, any other entity acting under the request or direction of the Client, without written verification or adaptation by BMI for such reuse, will be at Client's sole risk and without

liability or legal exposure to BMI. Client shall indemnify and hold harmless BMI from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Agreement, from any cause or causes. Client waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverage beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

P. Jurisdiction and Dispute Resolution: All agreements executed for performance of the Services are to be governed by the law of the State of Minnesota. Any claims or disputes made during or after the performance of services between BMI and the Client, except for claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to bringing an action in a court of competent jurisdiction.

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: Any agreement created herein may be terminated by the Client or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to execution of a signed agreement.

T. LIEN RIGHTS: Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

“(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”



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 :
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-24
Agenda Topic Title for Publication:	Award of Construction Contract - 2026 Gravel Surfacing Construction Projects	
Date of Meeting: 4/7/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
Background: <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/>		
Award of construction contract for 2026 gravel surfacing highway construction related projects located in various locations in Todd County.		
Options:		
#1 Approve the attached resolution.		
#2 Do not approve the attached resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the attached resolution for Award of Construction Contract for 2026 Gravel Surfacing Projects.		

<i>Additional Information:</i>	Budgeted:	Comments
Financial Implications: \$ 178,405.00 Funding Source(s): Sales Tax	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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



AWARD OF CONSTRUCTION CONTRACT FOR 2026 GRAVEL SURFACING PROJECTS

WHEREAS, sealed bids were received on March 31st, 2026 by the Todd County Public Works Director for CP 26:88 and CP 26:93, said projects for gravel surfacing located on County Road 88 and County Road 93, and;

WHEREAS, the following sealed bids were received:

Swenson Aggregate Construction, LLC	Pine River, Minnesota	\$178,405.00
Sanders Construction, Inc.	Randall, Minnesota	\$178,870.00
DLL Excavating, Inc.	Little Falls, Minnesota	\$201,035.00
Braaten Aggregate, Inc.	Bertha, Minnesota	\$209,343.00
Central Specialties, Inc.	Alexandria, Minnesota	\$263,775.00
Mark Sand & Gravel	Fergus Falls, Minnesota	\$378,905.00

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction projects to Swenson Aggregate Construction, LLC of Pine River, Minnesota based on their low bid of \$178,405.

Contract 2026 Todd County Gravel Surfacing Contract - Bid Summary

Report Date	Contract Name	Contract Number	Local	Release Date	Bid opening
2026-03-31	2026 Todd County Gravel Surfacing Contract	202604	CP 26:88	3/3/2026, 12:00 AM	Mar 31, 2026, 10:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$217,000.00	
Swenson Aggregate & Const. LLC	\$178,405.00	17.79% UNDER
Sanders Construction, Inc.	\$178,870.00	17.57% UNDER
D.L.L. Excavating, Inc.	\$201,035.00	7.36% UNDER
Braaten Aggregate, Inc.	\$209,343.00	3.53% UNDER
Central Specialties Inc.	\$263,775.00	21.56% OVER
MARK SAND & GRAVEL CO.	\$378,905.00	74.61% OVER



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-25
Agenda Topic Title for Publication:	Award of Construction Contract - 2026 HSIP Pavement Striping Project	
Date of Meeting: 04/07/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Award of construction contract for 2026 HSIP Pavement Striping project known as SP 077-070-017 located in various locations in Todd County.		
Options:		
#1 Approve the attached resolution.		
#2 Do not approve the attached resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the attached resolution for Award of Construction Contract for 2026 HSIP Pavement Striping Project.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 148,344.30 Funding Source(s): Federal Aid and Local Levy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA }
 COUNTY OF TODD }
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Seal



AWARD OF CONSTRUCTION CONTRACT FOR 2026 HSIP PAVEMENT STRIPING PROJECT

WHEREAS, sealed bids were received on March 31st, 2026 by the Todd County Public Works Director for SP 077-070-017, said project for ground-in pavement striping work at various locations in Todd County, and;

WHEREAS, the following sealed bids were received:

Century Traffic	Pewaukee, Wisconsin	\$148,344.30
Sir Lines-A-Lot	Edina, Minnesota	\$149,261.56

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction project to Century Traffic of Pewaukee, Wisconsin based on their low bid of \$148,344.30.

Contract 2026 Todd County HSIP Contract - Bid Summary

Report Date	Contract Name	Contract Number	State	Federal	Release Date	Bid opening
2026-03-31	2026 Todd County HSIP Contract	202602	SP 077-070-017	HSIP 7726 (220)	3/3/2026, 12:00 AM	Mar 31, 2026, 10:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$139,751.24	
Century Traffic	\$148,344.30	6.15% OVER
Sir Lines-A-Lot, LLC	\$149,261.56	6.81% OVER



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	(Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	20260407-26
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	Award of Construction Contract - 2026 Pavement Marking Project	
Date of Meeting: 4/7/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, County Engineer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Award of construction contract for 2026 pavement marking project known as CP 77-26-03 located on various Todd County highways.		
Options:		
#1 Approve the attached resolution.		
#2 Do not approve the attached resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the attached resolution for Award of Construction Contract for 2026 Pavement Marking Project.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 162,700.19	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): Local Levy		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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COUNTY OF TODD }
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Seal



AWARD OF CONSTRUCTION CONTRACT FOR 2026 PAVEMENT MARKING PROJECT

WHEREAS, sealed bids were received on March 31st, 2026 by the Todd County Public Works Director for CP 77-26-03, said project for pavement markings located on various highways in Todd County, and;

WHEREAS, the following sealed bids were received:

Sir Lines-A-Lot, LLC	Edina, Minnesota	\$162,700.19
KAMCO Inc.	Dassel, Minnesota	\$176,857.71

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby accept and award the contract for the above said construction projects to Sir Lines-A-Lot, LLC of Edina, Minnesota based on their low bid of \$162,700.19.

Contract 2026 Todd County Maintenance Striping Contract - Bid Summary

Report Date	Contract Name	Contract Number	Local	Release Date	Bid opening
2026-03-31	2026 Todd County Maintenance Striping Contract	202603	CP 77-26-03	3/3/2026, 12:00 AM	Mar 31, 2026, 10:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$191,932.96	
Sir Lines-A-Lot, LLC	\$162,700.19	15.23% UNDER
KAMCO Inc	\$176,857.71	7.85% UNDER



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-27

Agenda Topic Title for Publication:	Abatement 03-0015400
--	-----------------------------

Date of Meeting: 04/07/2026	Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Assessor's Office

Person Presenting Topic at Meeting: Chris Odden

Background: Supporting Documentation enclosed

The home on parcel 03-0015400 was destroyed by a fire on 1/19/26. The owners, Bruce & Jackie Negg, have filed for an abatement of the 2026 property tax and reduction of the 2026 value.

Options:

1. Approve the reduction of the 2026 property value by \$122,900 and abate the 2026 property tax by \$1,326.
2. Do not approve.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
 Approve the reduction of the 2026 property value by \$122,900 and abate the property tax by \$1,326.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ \$1,326 Funding Source(s): General Fund	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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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 :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-28
Agenda Topic Title for Publication:	Northern Government Center Bathroom	
Date of Meeting: 4/7/2026	Agenda Time Requested: 5 mins	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Facilities Department		
Person Presenting Topic at Meeting: Mitch Johnson		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
There has been a request to add a bathroom to the north half of the Northern Government Center to limit the foot traffic from the rent portion of the building to the Todd County used portion of the building. Bids were submitted with the low bid from Arnzen Construction for a total cost of \$57,932.23.		
Options:		
1) Approve the low bid from Arnzen Construction for a total cost of \$57,932.23 to add a bathroom to the north half of the Northern Government Center		
2) Do not approve request		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the low bid from Arnzen Construction for a total cost of \$57,932.23 to add a bathroom to the north half of the Northern Government Center		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 57,932.23 Funding Source(s): 111-6601	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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 COUNTY OF TODD }
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Seal

ESTIMATE

ARNZEN CONSTRUCTION, INC.

29033 Co. Rd. 17
Freeport, MN 56331
(320) 836-2284 OFFICE
1-888-276-1751 – Lic. #BC004899

Name: Todd County Facilities – Mitch Johnson

Date: March 25, 2026

Address: 212 2nd Ave. S. – Long Prairie, MN 56347

Building Description: Staples Government Center

Phone: 320-874-1226

Size: _____

Examine carefully as we agree to furnish only articles herein described.

MATERIAL	\$11,662.13
-Per Estimate #144844	
-Material Spec List Attached	
PLUMBING	\$13,035.00
-Per Jesse James Plumbing Bid	
ELECTRICAL	\$8,945.54
-Per Arc Electric Bid	
FLOOR COVERINGS	\$3,664.56
-Ceramic Tile Floors/Walls-Carpet-Vinyl Base	
-Per Hennen Floor Covering Bid	
SHEETROCK (hang/tape/spray/paint)	\$6,500.00
-Per Adam Rijowski Bid	
CEILING TILE ALLOWANCE	\$2,000.00
-Per St. Cloud Acoustics Bid	
CLEANING ALLOWANCE	\$675.00
DUMPSTER/PORTABLE TOILET	\$1,000.00
CONCRETE ALLOWANCE	\$450.00
RENTAL	\$1,000.00
-Cement Saw & Blade	
-Air Compressor & Hammer	
LABOR	\$9,000.00
-Cover Floors & Demo Present Walls	
-Cut Floor & Remove Concrete	
-Patch Concrete Where Needed	
-Frame Walls & Install Doors	
-Insulate & Poly Walls	
-Install Misc Trims	
-Clean Site Daily	

Total Project **\$57,932.23**

***Permits Supplied By Owner**



Project Estimate

Todd County
Bathroom

PO Box 266
Pequot Lakes, MN 56472
License # BC752460

DHC of Lakes Area Provides:

- Dedicated Project Manager
- Dedicated Job Site Foreman
- Office Staff/Designer to assist with project as needed
- All field personal forklift training certification
- Quality & timely construction
- Job site safety
- Job site cleanliness
- Experienced carpenters
- Experienced Management
- Insured, Licensed & Respected

Referances:

Carol and I wanted to sent a short note thanking the crew at DHC for the professionalism and communication in the construction of our home on Pine Ridge Golf Course. Having Karina working with us and guiding us through the construction, from start to finish, made decision making so much easier than doing things on our own. Karina was always only a phone call away. On site, Brandon or various subs always answered questions and discussed the construction process. This is our second home we've built and we can't say enough good things about the experience working with DHC.

Thanks again, we're loving our new home. Jim and Carol

Laurie and I had our home built in 2020 by DHC. It was a great experience through the whole process. We were involved in planning and got a lot of help from Karina Heroux. She kept us informed through the whole process. Very happy with the quality and craftsmanship. We would highly recommend DHC.

Thank you for our beautiful home! Bob & Laurie – Breezy Point

Budget Overview:

General Construction	DHS of Lakes Area	\$24,895.00
Plumbing	Giza	\$29,651.00
Electrical	Brichacek	\$4,800.00
Lumber/Materials	CBS	\$5,100.00
Cabinetry & Countertop	DHC	\$1,800.00
Flooring Allowance		\$1,150.00
Accessory Allowance	Bathroom Accessories	\$425.00
Sprinklers	Summit Fire	\$1,200.00
Permit		\$1,100.00
Sworn Construction Budget		\$70,121.00 ←

Scope of Work:

Contractor	Description	Pricing
PERMIT	Building Permit	\$1,100.00
PLUMBING & HVAC GIZA Plumbing & Heating 115 5 th St SE Staples MN 56479 218-894-2284 callgiza@gmail.com	Bathroom #1-Public Restroom 1-American Standard Cadet Pro Toilet 1-American Standard Lucerne Lav Sink 1-Delta 501 Lav Faucet 1-Floor Drain 1-Supply Air Duct 1-80 CFM Exhaust Fan Vented to outside Notes: Plumbing Design for state submittal Reuse existing sewer ejector Concrete cutting, removal & replacement allowance \$6000 State Permit Allowance \$1000	\$29,651.00
ELECTRICAL Brichacek Electric Tony Brichacek 132 Harrison St W Motley MN 56466 763-232-1716 Tony@brichacekelectric.com	Scope of Work: - Demo and relocation of lighting in mech room - Remove/possible relocate (2) 2x4 lay in xtures - Remove track lighting - Demo existing receptacles on wall to be relocated - Provide and install new lighting in (1) bathroom - Add switching and power to (1) bathroom - Purchase and install (1) 80 CFM bath fans (venting by HVAC contractor) - Add (1) GFCI receptacles for bathroom - Add convenience receptacle on new common wall - Add (3) new GFCI receptacles (3) circuits	\$4,800.00

	- Permits and inspections	
LUMBER/MATERIALS Central Building Supply 827 2 nd Ave NW Staples MN 56479 218-894-3794	Materials for Scope of Work: - Track - Steel Stud - 2x6 Lumber - Fire rated drywall - Sheetrock screws - Flush Oak casing & base (pre-finished) - Misc fastener allowance	\$5,100.00
SPRINKLERS Summit Fire Protection	Scope of Work: Provide the necessary labor and materials to add and relocate sprinkler heads for new walls, lights and ceiling. New sprinkler heads will be quick response chrome semi recessed in all finished areas and brass uprights on exposed pipes in all unfinished areas. All new sprinkler heads will be fed from the existing overhead wet system. Sprinkler pipes will be threaded Super 40. Work is to be performed during normal working hours and days. All work to be in accordance with NFPA 13 and the Authority Having Jurisdiction. EXCLUSIONS - Painting and patching. - Overtime or after-hours labor - Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.). - Fire alarm system or audible alarms. - Central monitoring of sprinkler system(s). - Power - Fire extinguishers - Ansul System	\$1,200.00
General Construction DHC of Lakes Area Derek Holst 218-838-7798	Scope of Work: - Demo - Framing per scope - Accoustics (new 2x2 BET tiles in bathrooms) - Millwork - Drywall - Prime & Paint - Install existing carpet tiles up to the bathrooms - Construction Debris Removal - Final Cleaning - Project Mangement	\$24,895.00
Cabinetry Allowance DHC Cabinets 29075 Todd Line Road Staples MN 56479 Derek Holst	Cabinet Description for public bathroom cabinet with laminate top: Face frames will be solid wood (TBD). Exposed ends will be mdf. Non exposed ends, tops, bottoms, and backs will be white melamine. Doors style TBD with 110 degree concealed soft close hinges. Drawers	\$1,800.00

218-838-7798	will be dovetailed Baltic birch with soft close undermount guides. Installation is included. - Includes laminate countertop - Cabinet Hardware Allowance \$10.00 (bathroom cabinet)	
Flooring Allowance	Bathrooms (1) Ceramic Tile Aprox 40 sq ft \$6 sq ft material allowance (includes grout) \$500 labor for tile install (includes underlayment & mortar)	\$1,150.00
Accessory Allowance	Bathroom Accessories: - Handicap Grab Bars - Mirrors - Toilet Paper Holders - Paper Towel Dispensers	\$425.00
	PROJECT TOTAL:	\$77,581.00



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 :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-29

Agenda Topic Title for Publication:	Board of Adjustments Appointment Changes
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Date of Meeting: 4/7/2026	Agenda Time Requested: 3	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning

Person Presenting Topic at Meeting: Adam Ossefoort

Background: Supporting Documentation enclosed

Board of Adjustments member Richard Johnson has requested to be moved to an alternate to the board due to a change in his consistent availability for meetings. In order to fill the void created for District 4, it is recommended that Ken Hovet be moved to fill this role while also continuing to serve as the Planning Commission Liason to the BOA.

Options:

1. Approve moving Ken Hovet to represent District 4 and move Richard Johnson to alternate.
2. Do not approve

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
 Approve Ken Hovet to serve as District 4 representative on the Todd County Board of Adjustments and move Richard Johnson to serve as an alternate to the Board of Adjustments.

<i>Additional Information:</i>	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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 COUNTY OF TODD }
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Seal

Todd County Planning Commission and Board of Adjustment Appointments

Commissioner Jan 1 - Dec 31	P.C. Member	Term (Dec 31)	Alternate PC Member (Term Dec 31)	B.O.A Members	Term (Dec 31)	Alternate BOA Member (Term Dec 31)
District 1 Barb Becker	Andy Watland	2026	Vacant	Mike Soukup	2026	Vacant
District 2 Tim Denny	Jim Pratt	2028	Vacant	Russell VanDenheuvel	2028	Vacant
District 3 Bob Byers	Lloyd Graves	2026	Vacant	Danny Peyton	2026	Vacant
District 4 Lew Noska	Ken Hovet	2028	George Sutton 2028	Ken Hovet – Crossover member	2028	Richard Johnson 2028
District 5 Randy Neumann	Roger Hendrickson	2026	Vacant	Bill Berscheit	2026	Larry Bebus 2026
	<u>Alternate BOA Member</u> <u>District 5: Larry Bebus</u> <u>District 4: Richard Johnson</u> <u>Alternate Planning Commission Member</u> <u>District 4: George Sutton</u>					

Revised 3-11-2026 ARO



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>
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260407-30
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	First Creek Addition Final Plat
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Date of Meeting: 4/7/2026	Agenda Time Requested: 3	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Planning and Zoning

Person Presenting Topic at Meeting: Adam Ossefoort

Background: Supporting Documentation enclosed

An application for subdivision to create a 6.47 acre, six lot plat on parcel 03-0019400 (Birchdale TWP) was submitted on December 12th, 2025. The preliminary plat was approved by the Board of Commissioners an January 20th, 2026 with the following conditions.

1. New accesses from the township road shall be approved by the local township prior to installation.
2. Property owners must obtain appropriate permitting as necessary from other governmental agencies including but not limited to the Sauk River Watershed District.
3. Applicant must abide by all other applicable federal, state, and local standards.

Planning and Zoning has completed the review of the proposal and determined that it is ready for final platting.

Options:

1. Approve the final plat as presented.
2. Deny the final plat.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approval of the final plat as presented to formally establish First Creek Addition.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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



**Final Plat Approval –
“First Creek Addition” Subdivision**

WHEREAS, Applicants and property owners Robert and Judith Berscheid applied to subdivide a property that is described as part of Section 24 of Birchdale Township with the plat to be known as “First Creek Addition”,

WHEREAS, First Creek Addition consists of six (6) lots; Block 1, Lot 1, 41,921± square feet, Lot 2, 44,807± square feet, Lot 3, 49,573± square feet, Lot 4, 42,000± square feet, Lot 5, 42,000± square feet, and Lot 6, 61,321± square feet located in Shoreland Recreational Environment Zoning District (Little Birch Lake) in Birchdale Township,

WHEREAS, On January 8th, 2026, the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

That part of Government Lot 2 and that part of Government Lot 3, Section 24, Township 127 North, Range 33 West, Todd County, Minnesota, described as follows:

Beginning at the southeast corner of Lot 10, Block 1, LONG VIEW ADDITION, according to the recorded plat thereof;

thence South 24 degrees 56 minutes 36 seconds East, assumed bearing along the southeasterly extension of the northeasterly line of said Lot 10, a distance of 100.00 feet to the northerly line of the land described in Document No. 243540;

thence North 65 degrees 03 minutes 24 seconds East, along said northerly line of Document No. 243540, a distance of 66.00 feet;

thence North 33 degrees 55 minutes 43 seconds East, along said northerly line of Document No. 243540, a distance of 206.97 feet;

thence North 42 degrees 28 minutes 40 seconds East, along said northerly line of Document No. 243540, a distance of 111.37 feet;

thence North 24 degrees 56 minutes 36 seconds West 504.70 feet;

thence North 09 degrees 56 minutes 36 seconds West 405.86 feet;

thence South 78 degrees 31 minutes 23 seconds West 233.90 feet to the easterly line of said LONG VIEW ADDITION;

thence South 25 degrees 03 minutes 24 seconds West, along said easterly line of LONG VIEW ADDITION, a distance of 80.52 feet;

thence South 09 degrees 56 minutes 36 seconds East, along said easterly line of LONG VIEW ADDITION, a distance of 279.19 feet;

thence southeasterly, along said easterly line of LONG VIEW ADDITION and along a tangential curve concave to the northeast, radius 693.58 feet, central angle 15 degrees 00 minutes 00 seconds, 181.58 feet;



thence South 24 degrees 56 minutes 36 seconds East, along said easterly line of LONG VIEW ADDITION and along tangent, 500.00 feet to the southerly line of said LONG VIEW ADDITION;

thence South 65 degrees 03 minutes 24 seconds West, along said southerly line of LONG VIEW ADDITION, a distance of 66.00 feet to the point of beginning.

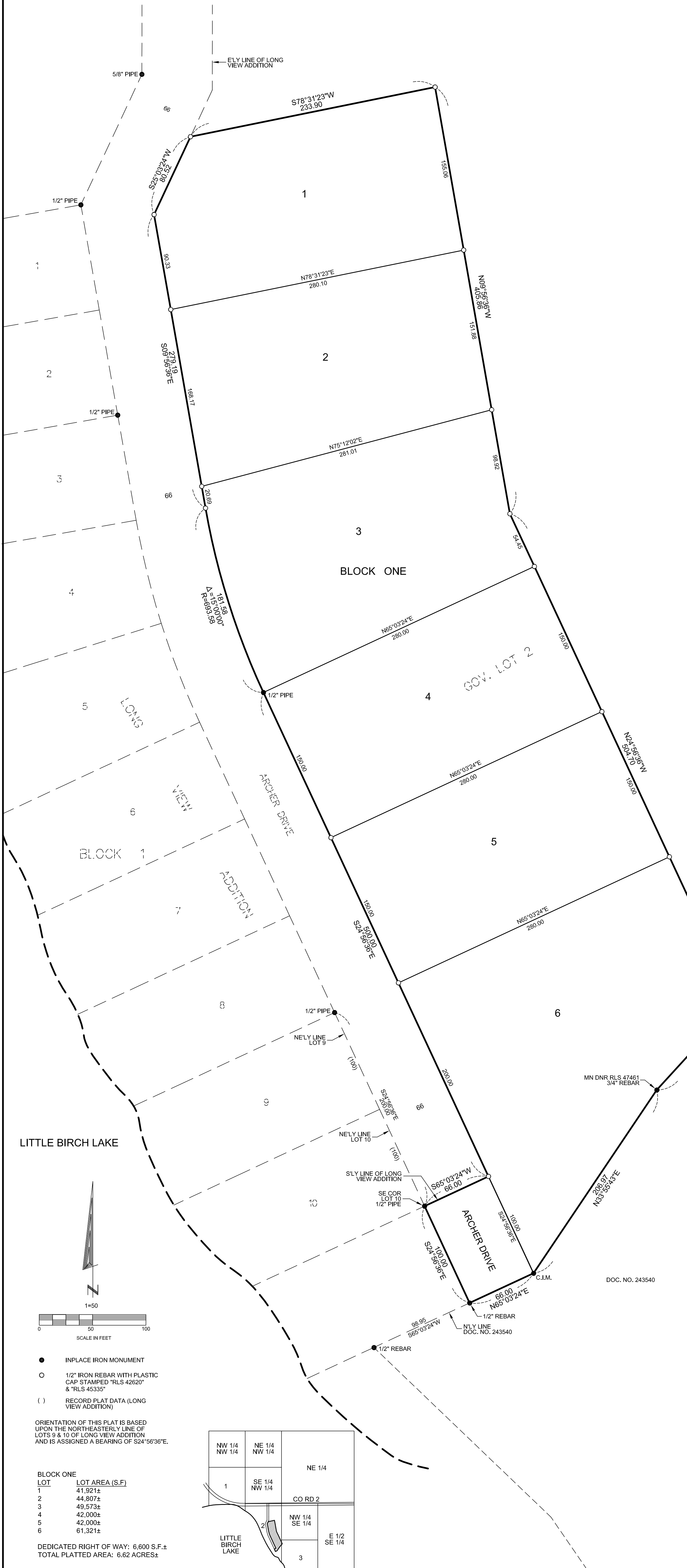
WHEREAS, On January 20th, 2026, the Todd County Board of Commissioners considered the Preliminary Plat for the above-described property and approved the First Creek Addition preliminary plat with three (3) conditions,

1. New accesses from the township road shall be approved by the local township prior to installation.
2. Property owners must obtain appropriate permitting as necessary from other governmental agencies including but not limited to the Sauk River Watershed District.
3. Applicant must abide by all other applicable federal, state, and local standards.

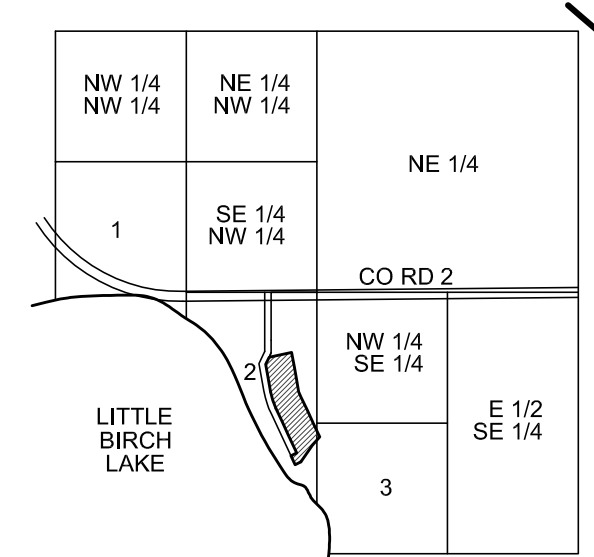
WHEREAS, the Planning & Zoning Department has completed the necessary final plat review and find that all items required for final plat approval have been completed.

NOW, THEREFORE BE IT RESOLVED, the final plat of “First Creek Addition” be approved as presented.

FIRST CREEK ADDITION



- INPLACE IRON MONUMENT
 - 1/2" IRON REBAR WITH PLASTIC CAP STAMPED "RLS 42620" & "RLS 45335"
 - () RECORD PLAT DATA (LONG VIEW ADDITION)
- ORIENTATION OF THIS PLAT IS BASED UPON THE NORTHEASTERLY LINE OF LOTS 9 & 10 OF LONG VIEW ADDITION AND IS ASSIGNED A BEARING OF S24°56'38"E.
- | BLOCK ONE LOT | LOT AREA (S.F.) |
|---------------|-----------------|
| 1 | 41,921± |
| 2 | 44,807± |
| 3 | 49,573± |
| 4 | 42,000± |
| 5 | 42,000± |
| 6 | 61,321± |
- DEDICATED RIGHT OF WAY: 6,600 S.F.±
TOTAL PLATTED AREA: 6.62 ACRES±



SEC. 24 T 127 N R 33 W
VICINITY MAP
NO SCALE

KNOW ALL PERSONS BY THESE PRESENTS: That Robert John Berscheid and Judith A. Berscheid, husband and wife, owners, and Pine Country Bank, a Minnesota Banking Corporation, mortgagee, of the following described property:

That part of Government Lot 2 and that part of Government Lot 3, Section 24, Township 127 North, Range 33 West, Todd County, Minnesota, described as follows:

Beginning at the southeast corner of Lot 10, Block 1, LONG VIEW ADDITION, according to the recorded plat thereof;

thence South 24 degrees 56 minutes 36 seconds East, assumed bearing along the southeasterly extension of the northeasterly line of said Lot 10, a distance of 100.00 feet to the northerly line of the land described in Document No. 243540;

thence North 65 degrees 03 minutes 24 seconds East, along said northerly line of Document No. 243540, a distance of 66.00 feet;

thence North 33 degrees 55 minutes 43 seconds East, along said northerly line of Document No. 243540, a distance of 206.97 feet;

thence North 42 degrees 28 minutes 40 seconds East, along said northerly line of Document No. 243540, a distance of 111.37 feet;

thence North 24 degrees 56 minutes 36 seconds West 504.70 feet;

thence North 09 degrees 56 minutes 36 seconds West 405.86 feet;

thence South 78 degrees 31 minutes 23 seconds West 233.90 feet to the easterly line of said LONG VIEW ADDITION;

thence South 25 degrees 03 minutes 24 seconds West, along said easterly line of LONG VIEW ADDITION, a distance of 80.52 feet;

thence South 09 feet 56 minutes 36 seconds East, along said easterly line of LONG VIEW ADDITION, a distance of 279.19 feet;

thence southeasterly, along said easterly line of LONG VIEW ADDITION and along a tangential curve concave to the northeast, radius 693.58 feet, central angle 15 degrees 00 minutes 00 seconds, 181.58 feet;

thence South 24 degrees 56 minutes 36 seconds East, along said easterly line of LONG VIEW ADDITION and along tangent, 500.00 feet to the southerly line of said LONG VIEW ADDITION;

thence South 65 degrees 03 minutes 24 seconds West, along said southerly line of LONG VIEW ADDITION, a distance of 66.00 feet to the point of beginning.

Have caused the same to be surveyed and platted as FIRST CREEK ADDITION and do hereby dedicate to the public for public use the public way as created by this plat.

In witness whereof said Robert John Berscheid and Judith A. Berscheid, husband and wife, have hereunto set their hands this ____ day of _____, 20____.

Robert John Berscheid _____ Judith A. Berscheid _____

STATE OF MINNESOTA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Robert John Berscheid and Judith A. Berscheid, husband and wife.

Notary Public, Douglas County, Minnesota _____ Notary printed _____
My Commission expires _____

In witness whereof said Pine Country Bank, a Minnesota Banking Corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Michael T. Bick, Market President _____

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Michael T. Bick, Market President, Pine Country Bank, a Minnesota Banking Corporation, on behalf of the corporation.

Notary Public, _____ County, Minnesota _____ Notary printed _____
My Commission expires _____

SURVEYOR'S CERTIFICATE

I Brad M. Nyberg do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes 505.01, Subd. 3, as the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on the plat.

Dated this ____ day of _____, 20____.

Brad M. Nyberg, Licensed Land Surveyor
Minnesota License No. 42620

STATE OF MINNESOTA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Brad M. Nyberg, Licensed Land Surveyor, Minnesota License No. 42620.

Notary Public, Douglas County, Minnesota _____ Notary printed _____
My Commission expires _____

I hereby certify that proper evidence of title has been presented to and examined by me, and I hereby approve this plat as to form and execution this ____ day of _____, 20____.

Attorney for Todd County _____

I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this ____ day of _____, 20____.

Todd County Surveyor
Minnesota License No. _____

Approved by the Todd County Board of County Commissioners this ____ day of _____, 20____.

Chairman, Todd County Board of Commissioners _____ Attest: Todd County Auditor/Treasurer _____

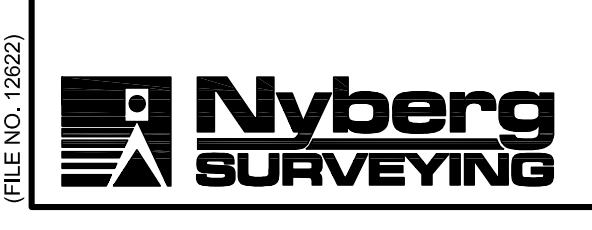
No delinquent taxes due and transfer entered this ____ day of _____, 20____.

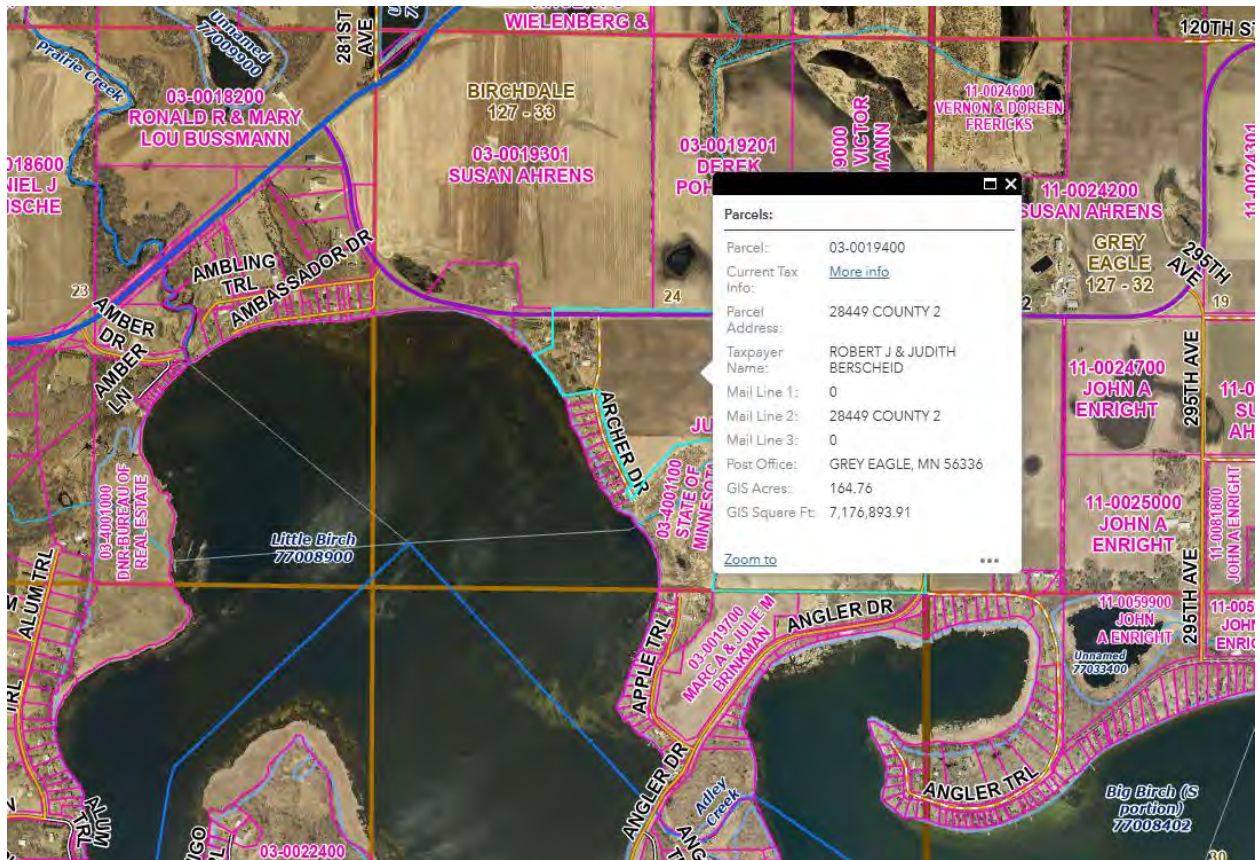
Taxes for the current year are paid this ____ day of _____, 20____.

Todd County Auditor/Treasurer _____

I hereby certify that this plat of FIRST CREEK ADDITION was filed in the Office of the County Recorder for public record on this ____ day of _____, 20____, at ____ o'clock ____ M., and was duly recorded as Document No. _____.

Todd County Recorder _____







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 :
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260407-31

Agenda Topic Title for Publication:	Opioid Settlement Funding Request- Long Prairie Police Dept
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Date of Meeting: 4/7/2026	Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Health & Human Services

Person Presenting Topic at Meeting: Jackie Och/Katherine Mackedanz

Background: Supporting Documentation enclosed

The Todd County Opioid Settlement Advisory Committee at their March 18th meeting approved the funding request from the Long Prairie Police Department. The funds would be used to reimburse LPPD for prescription medication disposal.

Options:

- To approve the funding request from Long Prairie Police Dept.
- To not approve the funding request.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
To approve the Opioid Settlement funding request from Long Prairie Police Dept

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 906.74 Funding Source(s): Opioid Settlement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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 •

HEALTH AND HUMAN SERVICES

Courthouse Annex
212 Second Ave South
Long Prairie, MN 56347
Phone: 320-732-4500
Fax: 320-732-4540

Branch Office
200 1st Street NE #1
Staples, MN 56479
Phone: 218-894-6300
Fax: 218-894-2878

Opioid Settlement Funding Request Form

Project Name:	Expired medications turn in
Agency Requesting:	Long Prairie Police Department
Main Project Contact:	Chief Ryan Hanson
Memorandum of Agreement Justification¹:	Dispose of controlled substance
Amount Requested:	\$906.74
Project Timeline:	Collected meds from 2024-Current

Project's Target Population (mark all that apply):

- American Indian
- Asian
- Black or African American
- Children & Youth
- Hispanic

- Homeless/Unhoused
- Individuals with Disabilities
- Justice Involved
- LGBTQ
- Low-income individuals
- Native Hawaiian

- Other Pacific Islander
- Pregnant Individuals
- Recent Immigrants
- White
- Other: _____

Project Description:

Describe the project's major activities, goals and anticipated outcomes and how it will assist in the abatement of the opioid epidemic.

To reduce chances of accidental, or intentional misuse of unwanted or expired narcotics. It will lower the chances of finding these medications just laying around.

Budget Description:

Describe how the funds will be used to reach the anticipated outcomes.

600lbs of unwanted/expired medications/controlled substances were transported to the Pope/Douglas Solid Waste Management facility in Alexandria.

Requestor Signature: 

Action Taken:

Opioid Advisory Council	County Board
Date Review: 3/18/2026	Date of BAF:
Approved: 3/18/2026	Approved:
Denied:	Denied:
Other:	Other:

¹ All projects must fall within the list of approved uses in Exhibit A of the Minnesota Opioids State-Subdivision Memorandum of Agreement, https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf



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 :
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	(Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	20260407-32
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	MTWCHB Fund Transfer	
Date of Meeting: 4/7/2026	Agenda Time Requested: 5 mins	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
On 3/13/2026 the MTWCHB, fiscal host received \$1.2 million dollars from the Minnesota Pollution Control Agency (MPCA) for a facility violation. The funds are to be transferred to Todd County as directed by Minnesota State Statute, Sec. 16A.151. The dollars will need to be designated to an account within Todd County along with a project lead.		
Options:		
1. Transfer funds to Auditor/Treasurers Office, designating ___ to lead the community project.		
2. Transfer funds to Public Health- Fund 21, designating ___ to lead the community project.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> 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

MDH Process for Involvement in MPCA Settlement Fund Distribution to CHBs

SEPTEMBER 2025

Overview

Legislation was passed during the 2023 legislative session that required the Minnesota Pollution Control Agency (MPCA) to award funds to community health boards (CHBs) from litigation or settlement over \$250,000. When the settlement is found to be eligible, 40% of the funds from the settlement must be distributed to the CHB covering the affected jurisdiction. The statute requires certain activities of the CHB.

Role of MDH

The transfer of funds and responsibilities associated with the statute fall on the MPCA and the funded CHB. However, CHBs may lack the technical knowledge and expertise to address the issue identified in the litigation or settlement. CHBs may ask MDH for help. MDH may have a role in supporting CHBs through technical assistance and expertise, resources, coordination with MPCA, and coordination with other CHBs that have undergone this process.

Process Overview

Activity	Involved or Responsible Party
MPCA notifies MDH about potential settlement. This may come to EH leadership or staff in PHSP (Dee)	MPCA
MDH receiving party notifies other necessary staff (EH, PHSP, EO)	MDH
MPCA connects with Dee Finley to obtain name of CHS administrator Note: the CHS administrator is the lead staff of the CHB. If it is multi-county CHB, Dee will provide the name of both the CHS administrator and the local/county public health director (if different).	MPCA
When appropriate and allowable, Dee contacts CHS administrator with a “head’s up” that their name is being given to MPCA, what is known about the situation, and that someone from MPCA will be in touch to discuss the situation and next steps.	Dee and PHSC
The CHS administrator requests a meeting with MPCA and MDH if desired. They may also request participation of staff from the Local Public Health Association.	CHB
PHSP (Dee) may need to coordinate a meeting between CHB leadership and MPCA staff. EH staff should also be invited.	Dee with PHSC
PHSC (Dee) shares necessary CHB financial information with MPCA to start contract process.	Dee
MPCA connect with CHS administrator to share available information and the procedure for financial exchange.	MPCA

MDH Process for Involvement in MPCA Settlement Fund Distribution to CHBs

Activity	Involved or Responsible Party
MDH staff provides technical assistance to CHB (if appropriate) related to the specific issue addressed in the litigation/settlement.	MDH-EH
MPCA and CHB coordinate activities and plan community meetings as necessary. MDH staff may be asked to participate in community meetings.	MPCA, CHB, MDH
CHB completes agreed-upon activities in coordination with MPCA	CHB
CHB submits appropriate reports to legislature as directed by statute	CHB

Statute

Sec. 16A.151 MN Statutes

(h) If the Minnesota Pollution Control Agency, through litigation or settlement of a matter that could have resulted in litigation, recovers \$250,000 or more in a civil penalty from violations of a permit issued by the agency, then 40 percent of the money recovered must be distributed to the community health board, as defined in section 145A.02, where the permitted facility is located. Within 30 days of a final court order in the litigation or the effective date of the settlement agreement, the commissioner of the Minnesota Pollution Control Agency must notify the applicable community health board that the litigation has concluded or a settlement has been reached. The commissioner must collect the money and transfer it to the applicable community health board. The community health board must meet directly with the residents potentially affected by the pollution that was the subject of the litigation or settlement to identify the residents' concerns and incorporate those concerns into a project that benefits the residents. The project must be implemented by the community health board and funded as directed in this paragraph. The community health board may recover the reasonable costs it incurs to administer this paragraph from the funds transferred to the board under this paragraph. This paragraph directs the transfer and use of money only and does not create a right of intervention in the litigation or settlement of the enforcement action for any person or entity. A supplemental environmental project funded as part of a settlement agreement is not part of a civil penalty and must not be included in calculating the amount of funds required to be distributed to a community health board under this paragraph. For the purposes of this paragraph, "supplemental environmental project" means a project that benefits the environment or public health that a regulated facility agrees to undertake, though not legally required to do so, as part of a settlement with respect to an enforcement action taken by the Minnesota Pollution Control Agency to resolve noncompliance.

(i) A community health board receiving a transfer of funds under paragraph (h) must, no later than one year after receiving the funds, submit a report to the chairs and ranking minority members of the senate and house of representatives committees with primary jurisdiction over environment policy and natural resources that describes:

- (1) the process of community engagement employed to solicit community input regarding the use of the funds;
- (2) the purposes and activities for which the funds were used; and
- (3) an account of expenditures.

MDH Process for Involvement in MPCA Settlement Fund Distribution to CHBs

(j) The commissioner of the Minnesota Pollution Control Agency must submit a report in September each even-numbered year, beginning in 2024, to the chairs and ranking minority members of the senate and house of representatives committees with primary jurisdiction over environmental policy and natural resources that includes:

(1) the amount transferred under paragraph (h) to each community health board during the previous two years; and

(2) any agency services provided to the community health board or community residents during the duration of the project funded by the transfer, and the cost of those agency services, for consideration by the legislature for future appropriations that address reimbursement of the amount of the transfers and the cost of services provided by the agency.

EFFECTIVE DATE.

This section is effective the day following final enactment and applies to all litigation actions or settlements from which the Minnesota Pollution Control Agency recovers \$250,000 or more on or after that date.