



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

MINNESOTA • EST. 1855

BOARD OF COMMISSIONERS Regular Board Meeting Agenda

Tuesday, May 5, 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 - April 21st, 2026	
4.2 Hire Pam Samuelson, PT Administrative Specialist Start date: TBD	
4.3 Hiring of Jessica Doubek - Administrative Assistant II Start date : TBD	
5 Commissioners	9:05
5.1 1st Quarter Service Awards	
6 County Auditor-Treasurer	9:10
6.1 Auditor Warrants - April 2026	
6.2 Commissioner Warrants	
6.3 Health & Human Services Commissioner Warrants	
6.4 Health & Human Services SSIS Warrants	
6.5 2026 Memorial Day Appropriations	
6.6 2026 Senior Citizen Center Appropriations	
6.7 Sauk River Watershed Board of Managers Appointment	
7 Public Works	9:20
7.1 Approval of Cooperative Construction Agreement for the Staples Depot Project	
7.2 Authorization to Purchase One Ton Truck	
8 Facilities	9:25
8.1 Livestock Building at Fairgrounds wainscoat	
9 County Sheriff	9:30
9.1 Accept the Sourcewell Workstation grant	
9.2 Purchase a TALINO Intel workstation from SUMURI for \$10,589	
10 County Attorney	9:35
10.1 Renew State of MN Joint Powers Agreement & Court Data Services Subscriber Amendment to CJDN Subscriber Agreement with the County of Todd	
11 Health & Human Services	9:40
11.1 Contract for Community Engagement Services	
12 Administration	9:45
12.1 Approval of Annual Service Agreement with Safe Assure	
12.2 Approval to Post Full-Time Emergency Management Director Position	
12.3 Approve Addendum To Lease for Long Prairie Hockey Association	



BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

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	20260505-01
<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 - April 21st, 2026
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Date of Meeting: May 5 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: April 21st, 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 April 21st, 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
April 21st, 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 21st day of April, 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 Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented with addition of item 4.3 Hire Resource Navigator/Interpreter – Valeria Gonzalez Flores.

Consent Agenda

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

To approve the Todd County Board of Commissioner's Meeting Minutes for April 7th, 2026 as presented.

Accept the resignation of Dylan Pratt, Resource Conservationist, effective May 1st, 2026.

To approve the hire of Valeria Gonzalez Flores to fill the open Resource Navigator/Interpreter position. Grade E/5, Step 4, \$26.53. Start date: TBD

Auditor-Treasurer

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404454 through 404478 in the amount of \$18,979.53 and (Regular) 59731 through 59779 in the amount of \$111,637.75 for a total of \$130,617.28.

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 807449 through 807484 and (Regular) 714025 through 714073 for a total of \$108,848.78.

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) 601971 through 601988 and (Regular) 518912 through 518926 for a total amount of \$112,274.72.

Planning & Zoning

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

Resolution to Amend Article XII of the Todd County Planning and Zoning Ordinance

WHEREAS, the Minnesota Legislature enacted, and Governor signed, Chapter 63 – H.F. No. 100 which created comprehensive legislation relating to the legalization and establishment of cannabis related businesses in the State of Minnesota; and



WHEREAS, Minnesota Statutes, Chapter 342 allows Counties to establish reasonable restrictions as to the time, place, and manner of the operation of a cannabis business; and

WHEREAS, the Todd County Planning Commission has held public hearings and reviewed the proposed Ordinance language during the February, March, and April 2026 Planning Commission Meetings; and

WHEREAS, the Todd County Planning Commission has recommended an amendment of Article XII – Regulation on Cannabis Businesses; and

NOW, THEREFORE, BE IT RESOLVED, at the Todd County Board of Commissioners now has adopted said amendment of Article XII – Regulation on Cannabis Businesses which shall take effect on April 21, 2026.

On motion by Noska and second by Neumann, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and grant the CUP on parcel 03-0018603 to construct a 164’ monopole communications tower with the following conditions:

1. Applicant must abide by all other applicable federal, state, and local standards.

Solid Waste

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: To authorize Solid Waste to sign proposal with Barr for professional services for \$17,500.00.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the purchase for Bobcat Power Broom attachment for the amount of \$7,416.00.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the purchase for 2 - 30 yard Roll Off’s from Metal Werxs for the amount of \$15,200.00.

Health & Human Services

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the Todd County Mental Health Advisory Council Bylaws.

Administration

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

A RESOLUTION ESTABLISHING SUPPORT FOR SEEKING FUNDING FROM SOURCEWELL FOR COMMUNITY BENEFIT GRANT FUNDS

WHEREAS, Sourcewell is providing Community Benefit Grant Funds for Cities and Counties in Region Five, and;

NOW, THEREFORE BE IT RESOLVED, that Todd County Board of Commissioners approves the Sourcewell Community Impact Grant Funding application submitted by Todd County Administration and;

BE IT FURTHER RESOLVED, That Todd County Board of Commissioners fully supports Todd County Administration in submitting a Community Benefit Grant Funding application to Sourcewell to request financial support for in the amount of \$25,000.00 for county projects.

County Auditor-Treasurer’s Report

The County Auditor-Treasurer reminded of the upcoming property tax deadlines. An update of election results from the recent school special elections held on April 14th.

County Coordinator’s Report

The County Coordinator reported attending interviews, personnel, court admin, business of childcare, and TWCC meetings.

County Commissioner’s Report

The Commissioners reported on meetings and events attended.
 Commissioner Becker attended meetings including the policies, rainbow rider, TCDC, TWCC, and West Central Juvenile.
 Commissioner Denny has attended meetings including dept head, library, and hands of hope.
 Commissioner Noska has attended meetings as usual with the exception of TWCC.
 Commissioner Byers attended meetings including GIS, Dept head, Fairview Trailer Court workgroup, Soil & Water, Annual Township and TCDC.
 Commissioner Neumann attended meetings including Annual Township, Solid Waste, Rainbow Rider, and TCDC.

Adjourn

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

COMMISSIONER WARRANTS		
VENDOR NAME		AMOUNT
ASSOC OF MN COUNTIES	\$	2,700.00
AXON ENTERPRISE, INC.	\$	7,728.00
BRAATEN AGGREGATE INC	\$	10,547.97
BROWERVILLE GARAGE LLC	\$	3,189.18
DAKOTA WHOLESALE TIRE	\$	4,300.40
ESRI	\$	6,818.00
F-M FORKLIFT	\$	3,549.18
FORUM COMMUNICATIONS PRINTING	\$	9,024.07
HY-TEC CONSTRUCTION	\$	35,150.00
LEXIPOL, LLC	\$	8,293.50
MJ LAWN CARE SERVICES	\$	2,700.00
NORTHERN STAR COOP	\$	4,103.42
SHI CORP	\$	2,707.00



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TODD COUNTY TREASURER	\$	2,739.18
WIDSETH SMITH NOLTING INC	\$	2,099.25
59 PAYMENTS LESS THAN 2000	\$	24,968.13
Total:	\$	130,617.28

HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME		AMOUNT
4TH STREET APARTMENTS, LLC	\$	2,490.00
11 PAYMENTS LESS THAN 2000	\$	5,997.52
VENDOR #11481	\$	2,065.80
NEXT CHAPTER TECHNOLOGY, INC	\$	60,296.50
RURAL MN CEP INC	\$	11,519.44
70 PAYMENTS LESS THAN 2000	\$	26,479.52
Total:	\$	108,848.78

VENDOR NAME		AMOUNT
HEARTLAND GIRLS RANCH	\$	17,635.80
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$	3,779.21
NEXUS - MILLE LACS FAMILY HEALING	\$	10,506.72
NEXUS - KINDRED FAMILY HEALING	\$	6,241.37
VALLEY LAKE BOYS HOME INC	\$	21,328.00
VILLAGE RANCH INC	\$	25,530.53
WEST CENTRAL REG JUVENILE CTR	\$	11,161.00
26 PAYMENTS LESS THAN 2000	\$	16,092.09
Total:	\$	112,274.72



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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	20260505-02
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Hire Pam Samuelson, PT Administrative Specialist
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Date of Meeting: 5/5/2026	Agenda Time Requested:	<input checked="" 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

An open part-time Administrative Specialist position exists within the Assessor's Office. Interviews were conducted and it is recommended to hire applicant Pam Samuelson to fill this position. Start date TBD.

Options:

- Approve the hire of Pam Samuelson to fill the open PT Administrative Specialist position, Grade 5/E, Step C (\$25.80/hr.) Start date TBD.
- Do not approve.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
Approve the hire of Pam Samuelson to fill the open PT Administrative Specialist position, Grade 5/E, Step C (\$25.80/hr.) Start date TBD.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 25.80/hr Funding Source(s): 01-107 Assessor	<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



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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"/> Report	(Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	20260505-03
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Hiring of Jessica Doubek - Administrative Assistant II
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Date of Meeting: 5/5/2026	Agenda Time Requested:	<input checked="" 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

Jessica Doubek has been interviewed, background check and reference checks completed. Jessica has been identified as the best candidate to fill the Administrative Assistant II position.

This position will be hired as a Grade 4/D Step A with a start date TBD.

Options:

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
 Approve the hire of Jessica Doubek to fill the open Administrative Assistant II position, Grade 4/D Step A Start date: TBD

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$22.60/Hour
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



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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	20260505-04
<input checked="" type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	1st Quarter Service Awards	
Date of Meeting: May 5 th , 2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Commissioners		
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
The Todd County Board of Commissioners recognizes that County employees are our most valuable asset and would like to recognize staff for their years of service. 1 st Quarter 2026 Service Awards will be presented.		
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 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 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 checked="" type="checkbox"/> Other: Service Awards	Notes:	

Official Certification

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

Seal



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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	20260505-05
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Auditor Warrants - April 2026
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Date of Meeting: May 5 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 April 2026 Auditor Warrants number (ACH) 905949 through 906004 in the amount of \$335,736.15 (Manual) 1277 through 1326 in the amount of \$2,785,039.49 and (Regular) 246197 through 246330 in the amount of \$403,497.96 for a total of \$3,524,273.60.

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
April 2026

Vendor Name	Amount
CLIFTON LARSONALLEN, LLP	\$ 17,850.00
FLEET SERVICES/WEX BANK	\$ 9,406.87
FORUM COMMUNICATIONS PRINTING	\$ 9,334.87
GREAT RIVER REGIONAL LIBRARY	\$ 90,634.25
HOST CONSTRUCTION CO LLC	\$ 7,900.00
LONG PRAIRIE OIL COMPANY	\$ 28,650.00
LONG PRAIRIE SANITATION INC	\$ 6,427.94
NORTHERN STAR COOP	\$ 3,772.33
OTTER TAIL COUNTY PROBATION	\$ 13,334.00
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
PETERS LAW OFFICE, P.A.	\$ 6,025.00
RAHN'S OIL & PROPANE	\$ 27,562.21
REGENTS OF THE UNIV OF MN	\$ 45,362.50
SCHOMMER/MICHAEL	\$ 3,244.56
TODD CO AUDITOR-TREASURER	\$ 3,423.60
VERIZON	\$ 6,253.31
28 PAYMENTS LESS THAN 2000	\$ 18,666.73
BROWERVILLE TRUCKWASH/BIG BOYZ	\$ 10,930.61
CENTRA CARE	\$ 13,350.31
COUNTIES PROVIDING TECHNOLOGY	\$ 7,448.00
DHS - SWIFT	\$ 2,398.00
GALLAGHER BENEFIT SERVICES INC	\$ 2,000.00
LARSON ABSTRACT COMPANY	\$ 2,308.50
LONG PRAIRIE LEADER	\$ 3,870.00
MADDEN GALANTER HANSEN, LLP	\$ 26,518.30
MINNESOTA POWER	\$ 18,549.81
MN DEPT OF FINANCE	\$ 6,416.50
MORRISON COUNTY	\$ 6,625.36
POPE DOUGLAS SOLID WASTE MANAGEMENT	\$ 53,367.23
PRAIRIE LAKES MUNICIPAL SOLID WASTE AUTH	\$ 98,136.20
STEP	\$ 13,713.75
STOECKEL JAHNER INC	\$ 14,950.00
VOYANT COMMUNICATIONS, LLC	\$ 3,357.62
WEST CENTRAL REG JUVENILE CTR	\$ 8,074.00
WIDSETH SMITH NOLTING INC	\$ 13,451.25
47 PAYMENTS LESS THAN 2000	\$ 19,145.25
AFSCME COUNCIL 65	\$ 5,010.24
CARDMEMBER SERVICE	\$ 2,794.92
JOHN DEERE FINANCIAL	\$ 2,540.15
KITZMANN LAW OFFICE	\$ 3,420.00
LAW ENFORCEMENT LABOR SERV INC	\$ 2,323.16
LINCOLN FINANCIAL GROUP	\$ 6,893.03
MCIT	\$ 2,500.00
MN TEAMSTERS NO 320	\$ 2,700.24
MOTOROLA	\$ 25,823.55
OFFICE OF MNIT SERVICES	\$ 2,162.66
PACIFIC LIFE INSURANCE CO	\$ 2,325.00
28 PAYMENTS LESS THAN 2000	\$ 11,097.43
AMERICAN SOLUTIONS FOR BUSINESS	\$ 7,890.78
ANOKA CO GOVERNMENT CENTER	\$ 8,375.00
CENTERPOINT ENERGY	\$ 4,278.68
EAST OTTER TAIL SOIL & WATER CONS DIST	\$ 3,694.31
PETERS LAW OFFICE, P.A.	\$ 2,096.25
STAPLES ADVANTAGE	\$ 3,059.62
36 PAYMENTS LESS THAN 2000	\$ 15,465.23
PAYCOM PAYROLL, LLC	\$ 41,929.30
WEX HEALTH INC - HSA	\$ 4,493.70
PAYCOM PAYROLL, LLC	\$ 584,619.32
PERA	\$ 99,016.75
COUNTY OF TODD	\$ 2,999.13
WEX HEALTH INC - HSA	\$ 16,235.76
BETTER HEALTH COLLECTIVE	\$ 30,860.00
WEX - CIRCLE K	\$ 2,216.60
PAYCOM PAYROLL, LLC	\$ 3,484.97
VOYA (MSRS)	\$ 6,032.51
BETTER HEALTH COLLECTIVE	\$ 325,364.00
WEX HEALTH INC - HSA	\$ 26,845.00
BETTER HEALTH COLLECTIVE	\$ 24,076.00
MN DEPT OF REVENUE	\$ 48,816.89
US BANK-CC	\$ 10,484.98
PAYCOM PAYROLL, LLC	\$ 580,518.55

Auditor Warrants for Publication
April 2026

Vendor Name	Amount
PAYCOM PAYROLL, LLC	\$ 41,919.22
PAYCOM PAYROLL, LLC	\$ 3,484.96
HUMANA INSURANCE COMPANY	\$ 8,112.21
VOYA (MSRS)	\$ 4,890.71
PERA	\$ 98,475.92
WEX HEALTH INC - HSA	\$ 16,325.76
COUNTY OF TODD	\$ 2,806.63
MN DEPT OF REVENUE	\$ 2,418.00
PAYCOM PAYROLL, LLC	\$ 47,373.02
PAYCOM PAYROLL, LLC	\$ 3,467.11
PAYCOM PAYROLL, LLC	\$ 623,578.62
VOYA (MSRS)	\$ 8,187.44
PERA	\$ 96,606.14
21 PAYMENTS LESS THAN 2000	\$ 19,400.29
TOTAL:	\$ 3,524,273.60



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	20260505-06
<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: May 5 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) 404479 through 404501 in the amount of \$44,382.10 and (Regular) 59780 through 59806 in the amount of \$25,623.85 for a total of \$70,005.95.

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

5/1/26 8:18AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION

Warrants Approved On 5/05/2026 For Payment 5/08/2026

<u>Vendor Name</u>	<u>Amount</u>
AMAZON CAPITAL SERVICES	3,344.59
AMERICAN SOLUTIONS FOR BUSINESS	5,436.24
CARGILL SALT DIVISION	19,453.63
CHAMBERLAIN OIL COMPANY	2,871.07
EAGLE BEND WELDING	8,251.50
FAILOR/GREGORY	2,083.92
LONG PRAIRIE LEADER	3,353.00
ONSOLVE, LLC	6,942.48
42 Payments less than 2000	18,269.52
Final Total:	70,005.95



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> <p style="text-align: center;">202600505-07</p>
Agenda Topic Title for Publication:	Health & Human Services Commissioner Warrants	
Date of Meeting: May 5 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) 807485 through 807523 and (Regular) 714074 through 714101 for a total of \$23,847.84.		

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

HANNAH

4/29/26 10:31AM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION

Warrants Approved On 5/05/2026 For Payment 5/08/2026

<u>Vendor Name</u>	<u>Amount</u>
57 Payments less than 2000	22,563.08
Final Total:	22,563.08

ADRIANA

4/29/26 1:27PM

**** Todd County ****

WARRANTS FOR PUBLICATION



Page 1

Cutoff 2000

Report Sequence: 1 - Vendor Name

**** Todd County ****



WARRANTS FOR PUBLICATION

Warrants Approved On 5/05/2026 For Payment 5/08/2026

<u>Vendor Name</u>	<u>Amount</u>
10 Payments less than 2000	1,284.76
Final Total:	1,284.76



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> 20260505-08

Agenda Topic Title for Publication:	Health & Human Services SSIS Warrants
--	--

Date of Meeting: May 5 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

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) 601989 through 601994 and (Regular) 518927 through 518947 for a total amount of \$97,902.47.

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

Payment Date:

5/8/2026

Approval Date:

5/5/2026

Vendor name or #

Amount

CENTRACARE HEALTH - LONG PRAIRIE	2341.30	
DHS - MOOSE LAKE RTC - 462	2844.25	
DHS - MSOP - MN SEX OFFENDER PROG - 462	4929.00	
GENESIS GROUP HOMES INC	3271.44	
GREATER MN FAMILY SRVS INC	11593.70	
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	2729.75	
GUARDIANSHIP OPTIONS		
MAIN STREET FAMILY SERVICES	3293.94	
MERIDIAN SERVICES INC	2363.98	
NORTHERN PINES MENTAL HLTH CTR INC	17034.36	
PORT GROUP HOMES	6652.96	
PRAIRIE LAKES YOUTH PROGRAMS	17123.07	
PRODUCTIVE ALTERNATIVES INC-FERGUS FALLS	3499.01	
VILLAGE RANCH INC	11715.52	

\$8,510.19 24 Pymts less than \$2000

Final Total

\$97,902.47



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> 20260505-09
Agenda Topic Title for Publication:	2026 Memorial Day Appropriations	
Date of Meeting: May 5 th , 2026	Agenda Time Requested: 5 Minutes	<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"/>		
Todd County has included in the 2026 budget annual appropriations to aid in the observance of Memorial Day within the parameters of Minnesota Statutes 375.34 and 375.35		
Options:		
To adopt the attached resolution for the 2026 Memorial Day Appropriations		
Do not adopt the attached resolution for the 2026 Memorial Day Appropriations		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To adopt the attached resolution for the 2026 Memorial Day Appropriations to organizations within Todd County.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 1,150 Funding Source(s): 01-General Fund 149 - General Government	<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



2026 MEMORIAL DAY APPROPRIATIONS

WHEREAS, Todd County has budgeted in 2026 for an appropriation to support the expenses for conducting Memorial Day Services and aid in the observance of Memorial Day by organizations within Todd County defined by Minnesota Statutes 375.34 and 375.35;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby approve the 2026 payment of \$200 to the Evergreen Cemetery Association of Long Prairie for the care of County lots in said Evergreen Cemetery, and;

BE IT FURTHER RESOLVED, to approve the payment of \$50 to each regular organization of Veterans of Foreign Wars, American Legion Posts and Auxiliaries in Todd County to support the payment of expenses in connection with the proper observance of Memorial Day Services conducted within Todd County and the amount to be paid by warrant to each organization provided that in cases where any of the above mentioned do not have an organization, the amount will be paid to the organization conducting the Memorial Day Service per the attached list.

Memorial Day Appropriations 2026

<u>Location</u>	<u>Amount</u>
Evergreen Cemetary	\$ 200.00
Grey Eagle Cemetary	\$ 50.00
American Legion Auxiliary-Bertha	\$ 50.00
American Legion Post-Bertha	\$ 50.00
American Legion Auxiliary-Clarissa	\$ 50.00
American Legion Post-Clarissa	\$ 50.00
American Legion Auxiliary-Browerville	\$ 50.00
American Legion Post-Browerville	\$ 50.00
American Legion Auxiliary-Long Prairie	\$ 50.00
American Legion Post-Long Prairie	\$ 50.00
American Legion Post-Motley	\$ 50.00
Little Sauk Legion Auxiliary	\$ 50.00
Little Sauk Legion Post	\$ 50.00
VFW Auxiliary-Eagle Bend	\$ 50.00
VFW Post-Eagle Bend	\$ 50.00
VFW Auxiliary-Long Prairie	\$ 50.00
VFW Auxiliary-Browerville	\$ 50.00
VFW Post-Browerville	\$ 50.00
VFW Post-Osakis	\$ 50.00
VFW Auxiliary-Osakis	\$ 50.00
	<u>\$ 1,150.00</u>



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	20260505-10
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	2026 Senior Citizen Center Appropriations	
Date of Meeting: May 5 th , 2026	Agenda Time Requested: 5 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 type="checkbox"/>		
Todd County has included in the 2026 budget annual appropriations to Senior Citizen Centers within its boundaries.		
Options:		
To adopt the attached resolution for the 2026 Senior Citizen Center Appropriations.		
Do not adopt the attached resolution for the 2026 Senior Citizen Center Appropriations		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To adopt the attached resolution for the 2026 Senior Citizen Center Appropriations to organizations within Todd County.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 1,200 Funding Source(s): 01-General Fund 149-General Government	<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



2026 SENIOR CITIZEN CENTER APPROPRIATIONS

WHEREAS, Todd County has budgeted for 2026 an appropriation of \$200 per Senior Citizen Center in Todd County;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby approve the 2026 payment of \$200 for each Senior Citizen Center located in Todd County per the attached list.

**Senior Citizen Appropriations
2026**

	<u>Location</u>	<u>Amount</u>
Bertha		\$ 200.00
Clarissa		\$ 200.00
Eagle Bend		\$ 200.00
Grey Eagle		\$ 200.00
Long Prairie		\$ 200.00
Staples		\$ 200.00
		<u>\$ 1,200.00</u>



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 checked="" 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> 20260505-11
Agenda Topic Title for Publication:	Sauk River Watershed Board of Managers Appointment	
Date of Meeting: May 5 th , 2026	Agenda Time Requested: 10 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 type="checkbox"/>		
The Todd County Board of Commissioners are seeking applicants for appointment to the Sauk River Watershed District Board of Managers for the regular 3-year term set to begin on July 1 st , 2026. The position has been advertised in the County newspapers and application information received by the Auditor's office As of the time of publishing this board packet, there are two applicants for consideration: 1. Wayne Cymbaluk 2. Paul Hartmann (incumbent)		
Options:		
1. To appoint _____ to the Sauk River Watershed District Board of Managers 2. Do not appoint.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To appoint _____ to the Sauk River Watershed District Board of Managers for the 3-year term set to begin on July 1, 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



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	20260505-12

Agenda Topic Title for Publication:	Approval of Cooperative Construction Agreement for the Staples Depot Project
--	---

Date of Meeting: 5/5/2026	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, County Engineer

Background: Supporting Documentation enclosed

At its January 20, 2026 meeting, the Todd County Board of Commissioners approved Resolution No. 20260120-13. This resolution stated that if the Staples Historical Society was successful in obtaining federal transportation funds to renovate the historic Staples Depot, Todd County would agree to sponsor the project and provide administrative oversight.

On April 10, 2026, the Staples Historical Society received the attached letter informing them that they have been awarded a grant in the amount of \$166,584 for the proposed project.

In order to move forward, the Staples Historical Society has approved the attached Cooperative Construction Agreement and is requesting that Todd County approve the agreement as well.

Options:

#1 Approve the attached Cooperative Construction Agreement for the Staples Depot Project.

#2 Do not approve the attached Cooperative Construction Agreement for the Staples Depot Project.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
 Approve the attached Cooperative Construction Agreement for the Staples Depot Project.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 0.00 Funding Source(s): N/A	<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

April 10, 2026

Mr. Erich Heppner
Staples Historical Society
Post Office Box 44
Staples, MN 56479

Dear Mr. Heppner:

Congratulations, we are pleased to inform you that your Transportation Alternatives (TA) program application for the Staples Northern Pacific Railway Depot Rehabilitation and Public Access Improvements project was selected for funding by the Central Minnesota Area Transportation Partnership (ATP) on April 2, 2026.

The ATP approved award of your project for funding acting on the recommendation of its Area Transportation Improvement Program (ATIP) Committee that met on March 18, 2026, and its TA Committee, which met on March 4, 2026. The TA Committee's recommendation was based on a technical evaluation and scoring of all applications received and consideration of applicable regional significance and funding.

A total of \$2.4 million in federal TA funds was made available to the central Minnesota region for this year's solicitation. Your project was awarded \$166,584 in federal funds for fiscal year 2030, which is from July 1, 2029, to June 30, 2030. Note, this federal funding award amount is capped, and your agency is responsible for providing the required local matching funds and any additional costs that are necessary to complete the project as proposed in your application. **Applicants may not reapply for additional funding under the same federal program for which they were awarded funding.**

Before starting work on your project, the project must first be programmed into the State Transportation Improvement Program (STIP), and you must secure federal authorization. Please do not expend any funds or proceed with any phase of your project that you wish to be reimbursed for until you have been notified that the project is authorized, and an executed agreement is in place between the project sponsor and the Minnesota Department of Transportation (MnDOT).

Please obtain your project number for your project if you haven't already done so. You can apply for a state aid project number using the MnDOT State Aid website at <https://www.dot.state.mn.us/stateaid/projectdelivery.html>. **If you are non-State Aid, please work with your sponsoring Agency (County Highway Engineer) to obtain your project number.**

The MnDOT State Aid Office can assist you with specific guidance on managing your project and negotiating the federal process for reimbursement. Locally, you can contact District 3 State Aid Engineer Angie Tomovic at

Equal Opportunity Employer

Mr. Erich Heppner
Staples Historical Society
Page 2
April 10, 2026

218/232-8981 or by e-mail andjela.tomovic@state.mn.us for assistance. You can also seek assistance from District State Aid by submitting your request through email at d3stateaid.dot@state.mn.us.

Again, congratulations on your successful application.

Sincerely,



Steven J. Voss
District Planning Director

cc: Angie Tomovic, MnDOT District 3, 3725-12th Street North, St. Cloud, MN 56303
Brett Stark, MnDOT District 3, 7694 Industrial Park Road, Baxter, MN 56401
Kirk Allen, MnDOT District 3, 7694 Industrial Park Road, Baxter, MN 56401
Jeff Lenz, MnDOT District 3, 7694 Industrial Park Road, Baxter, MN 56425
Loren Fellbaum, Todd County Engineer, 44 Riverside Drive, Long Prairie, MN 56347
Kevin Behrens, Region 5 Development Commission, 200 First Street NE, #2, Staples, MN 56479

THE COUNTY OF TODD & THE STAPLES HISTORICAL SOCIETY

**COOPERATIVE AGREEMENT FOR THE PROPOSED IMPROVEMENTS TO THE
NORTHERN PACIFIC RAILROAD DEPOT IN THE CITY OF STAPLES**

This Agreement is entered into between the County of Todd, acting by and through its County Board of Commissioners (hereinafter referred to as the “County”), and the Staples Historical Society, acting by and through its Board of Directors (hereinafter referred to as the “Society”), regarding the administration, management, funding, and future maintenance of the Northern Pacific Railroad Depot located in the City of Staples.

WHEREAS, the Society has received notification of the award of a Federal Transportation Alternatives Grant in the amount of \$166,584.00 for the repair and renovation of the historic Northern Pacific Depot in the City of Staples; and

WHEREAS, the project must be included in a future State of Minnesota Transportation Improvement Plan; and

WHEREAS, the State of Minnesota requires a qualified local state aid agency to sponsor the federal project and serve as the fiscal agent; and

WHEREAS, Todd County is the only state aid-eligible agency within the county that meets the requirements necessary to administer federal funds for the proposed project.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I – PROJECT CONSTRUCTION FUNDING

SECTION A - COUNTY’S RESPONSIBILITIES

Todd County will at no time have any financial responsibilities associated with this proposed project.

SECTION B - SOCIETY RESPONSIBILITIES

The Society shall provide written verification, in a form acceptable to the County, that the required twenty percent (20%) local match for the federal grant is fully secured and available prior to the award of any construction or engineering contracts. The Society shall be solely responsible for any and all cost overruns associated with construction and engineering services for the Project.

The Society shall advance to the County fifty percent (50%) of its projected share of the Project construction costs within thirty (30) days following the award of the construction contract. The remaining fifty percent (50%) of the Society’s projected share shall be advanced to the County immediately upon submission of the second partial payment request by the contractor.

Any additional costs incurred beyond the projected amounts, including but not limited to cost overruns, adjustments, or final reconciliations, shall be paid in full by the Society to the County upon completion of the Project.

ARTICLE II – MAINTENANCE

SECTION A - COUNTY’S RESPONSIBILITIES

Todd County will at no time provide or be responsible for any required maintenance activities to the Staples Northern Pacific Depot as required by acceptance of federal funding.

SECTION B - STAPLES HISTORICAL SOCIETY RESPONSIBILITIES

The Society will be responsible to provide all required maintenance to the Northern Pacific Railroad Depot as required by acceptance of federal funding . The Society will be required to partner with the City Staples by agreement to provide backup maintenance activities in case the Staples Historical Society can no longer provide those required activities.

ARTICLE III – PROJECT DESIGN/ENGINEERING**SECTION A - COUNTY’S RESPONSIBILITIES**

County will not provide or be responsible for the design or engineering of the proposed project. The County will review and sign plans prior to submittal to the State for review and approval.

SECTION B - STAPLES HISTORICAL SOCIETY RESPONSIBILITIES

A consulting Engineer and or Architect, on behalf of the Society, shall perform all necessary preliminary design, final design, permitting, construction management, project documentation and certification of final payment as required to complete the proposed project under State Aid rules, regulations, and requirements. Compensation for these services will be the sole responsibility of the Society.

ARTICLE IV – PROJECT ADMINISTRATION**SECTION A - COUNTY’S RESPONSIBILITIES**

The County will be responsible for providing the following required state aid project administration activities:

- #1 Project Letting (advertising costs are the responsibility of the Staples Historical Society)
- #2 Project Award
- #3 Partial Construction Payments /Final Construction Payment
- #4 State Aid Payment Request
- #5 General Project Oversight and Guidance

SECTION B - SOCIETY RESPONSIBILITIES

Upon completion of the project, the Society will be responsible to provide reimbursement to the County, at employee’s current salary rate plus benefits, for any and all administration work provided. All mileage costs will be billed to the Society at current Internal Revenue Service’s mileage rates.

ARTICLE V – GENERAL PROVISIONS**SECTION A – INSURANCE**

The Society shall require any consulting engineer or architect retained for the Project to procure and maintain all applicable insurance coverage in amounts customary for such services. Such coverage shall name Society and Todd County as additional insureds and shall remain in effect for the duration of the Project.

SECTION B – TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by the mutual written consent of the Society and the County.

SECTION C – DISPUTE RESOLUTION

Any disputes arising between the Society and the County under this Agreement shall first be submitted to a joint committee for review and resolution. The joint committee shall consist of two (2) members of

the County Board of Commissioners, the Todd County Engineer, and two (2) members of the Society’s Board of Directors. The committee shall meet as necessary to consider the dispute and recommend or approve a resolution.

In the event the joint committee is unable to reach agreement, the matter shall be brought before the Society’s Board of Directors and the County Board of Commissioners at a regular meeting of the County Board for further discussion and good faith efforts to resolve the dispute.

SECTION D – CLAIMS AND INDEMNIFICATION

To the extent permitted by law, the Society agrees to defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against any and all claims, demands, actions, or causes of action arising out of or related to the performance of engineering or professional services under this Agreement, except to the extent such claims are caused by the negligent or wrongful acts or omissions of the County, its officers, agents, or employees.

To the extent permitted by law, the County agrees to defend, indemnify, and hold harmless the Society and its officers, agents, and employees from and against any and all claims, demands, actions, or causes of action arising out of or related to the performance of engineering or professional services under this Agreement, except to the extent such claims are caused by the negligent or wrongful acts or omissions of the Society, its officers, agents, or employees.

SECTION E – NONDISCRIMINATION

The parties agree to comply with all applicable federal, state, and local laws relating to nondiscrimination and civil rights, including but not limited to Minnesota Statutes Section 181.59, which is hereby incorporated into this Agreement as if fully set forth herein.

SECTION F – APPROVAL AND EFFECTIVE DATE

This Agreement shall not become effective or binding until it has been duly approved and executed by the Staples Historical Society Board of Directors and the Todd County Board of Commissioners.

STAPLES HISTORICAL SOCIETY

TODD COUNTY

Erich Heppner
Staples Historical Society President

Todd County Board Chairperson

Date: 4/17/2026

Date: _____

Jody Longella
Staples Historical Society Secretary

Todd County Auditor/Treasurer

Date: 4/17/26

Date: _____



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260505-13
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Authorization to Purchase One Ton Truck
--	--

Date of Meeting: 5/5/2026	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, County Engineer

Background: Supporting Documentation enclosed

The 2026 Road and Bridge Budget contains funds for the replacement of Public Works Unit #77, which is a 2011 GMC Sierra (1/2 ton) Truck with approximately 185,000 miles. Unit #77 is scheduled for replacement in FY 2026 and is included in the current Todd County Public Works Equipment Replacement Plan.

The following State Bid Quotes were obtained from various State Bid Vendors for consideration:
 2026 Dodge Ram 3500 from Saxon Fleet Services of Oakdale, Minnesota for \$44,243.00
 2026 Chevrolet Silverado 3500H from Karl Automotive Group of Ankeny, IA for \$45,598.48
 2026 Ford F350 from Midway Ford of Roseville, MN for \$46,413.84

Options:

#1 Approve the attached State Bid quote from Saxon Fleet Services of Oakdale, Minnesota for the purchase of a 2026 Dodge Ram 3500 Truck for \$44,243.00.

#2 Do not approve the purchase of a truck at this time.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
 Approve the attached State Bid quote from Saxon Fleet Services of Oakdale, Minnesota for the purchase of a 2026 Dodge Ram 3500 Truck for \$44,243.00.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 44,243.00 Funding Source(s): N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The quotes above do not include taxes and fees.
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

Todd County Public Works

Prepared For: Adam Olson (3/23/2026)

Release# T-642(5) - Contract ID# 262500

Cust FAN 00PC4 - State FAN 48786

Vehicle: [Fleet] 2026 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box



2026 BASE PRICE	\$43,863.00
OPTIONS	\$360.00
EXCISE TAX	\$20.00
TOTAL	\$44,243.00

Does not include any Minnesota State taxes, title,
Registration, or doc fees

Vehicle: [Fleet] 2026 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

Selected Model and Options

MODEL

CODE	MODEL
D28L92	2026 Ram 3500 Tradesman 4x4 Crew Cab 8' Box

COLORS

CODE	DESCRIPTION
PR4	Flame Red Clearcoat

ENGINE

CODE	DESCRIPTION
ESL	Engine: 6.4L V8 HEMI HD (STD)

TRANSMISSION

CODE	DESCRIPTION
DFX	Transmission: 8-Speed Auto (8HP75-LCV) (STD)

CPOS PKG

CODE	DESCRIPTION
2UA	Quick Order Package 2UA Tradesman -inc: Engine: 6.4L V8 HEMI HD, Transmission: 8-Speed Auto (8HP75-LCV)

AXLE RATIO

CODE	DESCRIPTION
DME	3.73 Axle Ratio (STD)

WHEELS

CODE	DESCRIPTION
WBF	Wheels: 18" x 8.0" Black Painted Steel (STD)

TIRES

CODE	DESCRIPTION
TCN	Tires: LT275/70R18E BSW All Season (STD)

PRIMARY PAINT

CODE	DESCRIPTION
PR4	Flame Red Clearcoat

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 28063, Data updated Mar 24, 2026 1:46:00 AM UTC



Saxon Fleet Services

Jason Bill | (651) 312-1873 | jbill@saxonfleetservices.com

Vehicle: [Fleet] 2026 Ram 3500 (D28L92) Tradesman 4x4 Crew Cab 8' Box (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION
TXX8	Diesel Gray/Black, HD Vinyl 40/20/40 Split Bench Seat

GVWR

CODE	DESCRIPTION
Z8W	GVWR: 11,440 lb (STD)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
ASN	Tradesman Power Equipment Group -inc: Exterior Mirrors w/Heating Element, Power Heat Fold Telescopic Mirrors, Mirror Running Lights, Exterior Mirrors w/Supplemental Signals, Power Adjust Mirrors, Exterior Mirrors Courtesy Lamps, Power-Adjustable Convex Aux Mirrors

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
NHK	Engine Block Heater

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
MDA	Front License Plate Bracket

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 28063, Data updated Mar 24, 2026 1:46:00 AM UTC



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> 20260505-14

Agenda Topic Title for Publication:	Livestock Building at Fairgrounds wainscoat
--	--

Date of Meeting: 5/5/2026	Agenda Time Requested: 5 mins	<input type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Facilities Department

Person Presenting Topic at Meeting: Mitch Johnson

Background: Supporting Documentation enclosed

Bids were submitted for the addition of steel to the outside of the livestock building at the fairgrounds. The low was RJ Contracting LLC for a total cost \$9,980.49 to install steel wainscoat on the exterior of the livestock building.

Options:

- 1) Approve the low bid from RJ Contracting LLC for a total cost \$9,980.49 to install steel wainscoat on the exterior of the livestock building.
- 2) Do not approve request

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
 1) Approve the low bid from RJ Contracting LLC for a total cost \$9,980.49 to install steel wainscoat on the exterior of the livestock building.

<i>Additional Information:</i>	Budgeted:	Comments
Financial Implications: \$ 9,980.49 Funding Source(s): 111-6601	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Depending on Contractor schedule this may or may not be completed before Fair time.
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

**RJ Contracting
& Remodeling, LLC.**
15723 Elderberry Dr.
Long Prairie, MN 56347
Work 320.232.3977 Home 320.732.2807

Bid **Proposal**

PROPOSAL NO.
SHEET NO.
DATE 4-9-26

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Ag Building Fairgrounds	ADDRESS
ADDRESS Attn. Mitch Johnson	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Install New Steel on outside of Ag Building & Top cap to cover up all wood.

Total for Material & Labor \$ 9980.49

Thank-You

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$ _____) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Per _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____



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	20260505-15
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:	Accept the Sourcewell Workstation grant	
Date of Meeting: 5/05/2026	Agenda Time Requested: 5	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Todd County Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: <i>Supporting Documentation enclosed</i> <input type="checkbox"/>		
The Sheriff's Office applied for and received a \$2000 grant to replace our phone down load computer system.		
Options:		
1- Accept the \$2000 grant		
2- Do not accept the \$2000 grant		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Accept the \$2000 Sourcewell grant for a new computer workstation system.		

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



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 type="checkbox"/> Resolution <input type="checkbox"/> Other	<i>(Issued by Auditor/Treasurer Office)</i> 20260505-16

Agenda Topic Title for Publication:	Purchase a TALINO Intel workstation from SUMURI for \$10,589
--	---

Date of Meeting: 5/05/2026	Agenda Time Requested: 5	<input type="checkbox"/> Consent Agenda
----------------------------	--------------------------	---

Organization / Department Requesting Action: Todd County Sheriff's Office

Person Presenting Topic at Meeting: Sheriff Allen

Background: Supporting Documentation enclosed

The Sheriff's Office is in need to update our phone download work station in our investigations department and the Talino Intel Workstation by Sumuri for \$10,589 best fits our needs.

Options:

1- Purchase the workstation

2- Do not purchase the workstation

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
 Purchase the TALINO Intel workstaion from SUMURI for the price of \$10,589 with \$2,000 being paid with the Sourcewell Boost Grant.

<i>Additional Information:</i>	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
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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



Quote # QT-006858

SUMURI
40 South Main Street
P.O. Box 121
Magnolia, DE 19962
DUNS: 968093398
UEI: SC68XCGHTKK3
GSA: GS35F363DA
EIN: 27-2834740

Bill To
Todd County Sheriff's Office
215 1st Avenue S, Suite 201
Long Prairie, Minnesota 56347
U.S.A
Phone: +1-3207327712, Email: travis.winter@co.todd.mn.us

Ship To
215 1st Avenue S, Suite 201
Long Prairie, Minnesota 56347
U.S.A

Quote Date : 04/13/2026
Expiry Date : 04/23/2026
Payment Terms : Net 30

Struggling with Mac forensics Imaging and Triage? The NEW RECON ITR is here — not just an update, but a complete reengineering built natively for Apple systems. Contact sales@sumuri.com to learn more.

Table with 5 columns: #, Item & Description, Qty, Rate, Amount. Row 1: 1, TALINO Intel Workstation (with detailed specs), 1.00 each (ea), 10,589.00, 10,589.00

#	Item & Description	Qty	Rate	Amount
	<ul style="list-style-type: none"> - Microsoft Windows 11 Pro - Three (3) Year Standard Warranty <p>Additional Specifications:</p> <ul style="list-style-type: none"> - Size: 15"W x 19.06"x 20.06"D (381mm x 484mm x 510mm) - Open 5.25" Bays = 8 - Fan size(s) = 120mm - PCI Chassis Expansion Slots = 8 - Aluminum Thickness = 0.118" (or 3.00mm) - Finish = Powder Coated Black with Black Appointments 			
			Sub Total	10,589.00
			Total	\$10,589.00

Notes

- Please send any PO's or requests related to this quote to sales@sumuri.com to expedite your order and/or service.
- For technical questions please contact hello@sumuri.com.
- Unless specifically specified, all GPUs will be shipped uninstalled from workstations to prevent damage in shipping. Instructions on how to install GPUs are included with all workstations.
- The price for the quoted items is based on the Commercial Price List provided as of the issue/revision date. Final invoice price will be adjusted based on the index value at the time of vendor shipment, as permitted in our Economic Price Adjustment provision for this solicitation.

Terms & Conditions

- Maximum shipping times for TALINO Workstations is three (3) weeks or less. If any exceptions or delays occur which could affect the stated shipping times the customer will be notified immediately.
- Economic Price Adjustment: If a component vendor is different than what was originally quoted, SUMURI LLC may increase the price to reflect this new change.
- Past Due Invoices will incur a monthly Finance Charge of 3%.
- Orders over \$250,000.00 require a 50% deposit. All International Orders require a 50% deposit.
- For International orders: Unless otherwise indicated on the Estimate all Shipping, Duties, Taxes and Fees are the sole responsibility of the recipient.
- SUMURI only accepts payments in USD.
- Please note that all international shipping prices are valid for only one day due to volatile tariffs and market shifts. For our overseas agencies, please contact your sales representative for updated shipment pricing on the day you plan to make your purchase. Thank you for your understanding.
- This Quote is governed by the attached T&Cs on our website <https://sumuri.com/terms-and-conditions>



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	20260505-17	
<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Resolution		
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other		
Agenda Topic Title for Publication:		Renew State of MN Joint Powers Agreement & Court Data Services Subscriber Amendment to CJDN Subscriber Agreement with the County of Todd	
Date of Meeting: 5/5/2026		Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Todd County Attorney			
Person Presenting Topic at Meeting: John E. Lindemann & Sonja Pearson			
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>			
Joint Powers Agreement and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement, and Resolution. This agreement/Amendment authorizes the Todd County Sheriff and Todd County Attorney to enter into Joint Powers Agreement with the State of Minnesota Department of Public Safety, BCA to use systems and tools provided by the State at an annual cost of \$480.00.			
Options:			
1. Sign the Resolution approving the JPA.			
2. Don't sign the Resolution approving the JPA.			
Recommendation:			
The Todd County Board of Commissioners approves the following by Motion: to adopt the attached Resolution Approving State of Minnesota Joint Powers Agreements with the County of Todd on Behalf of its County Attorney.			

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 480.00	<input checked="" type="checkbox"/> Yes <input 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 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

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH
THE COUNTY OF TODD ON BEHALF OF ITS COUNTY ATTORNEY**

WHEREAS, the County of Todd on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Todd, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Todd on behalf of its County Attorney and Sheriff are hereby approved.
2. That the Todd County Sheriff, Michael Allen, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That the Todd County Attorney, John E. Lindemann, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That Bob Byers, the Chair of the County of Todd, and Denise Gaida, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Todd on behalf of its Attorney's Office ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties." As of the date this Agreement is executed, the ORIs listed in Attachment A are the ORIs that are incorporated by reference and made part of this agreement.

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message

queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction Record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of Four Hundred Eighty and 00/100 Dollars (\$480.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Katie Meiers, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue Saint Paul, MN 55106
Telephone: 651-793-2425
Email Address: Kathryn.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: John Lindemann, County Attorney
Address: Todd County Attorney
221 1st Avenue S Ste 400 Long Prairie, MN 56347
Telephone: 320-732-4120
Email Address: John.Lindemann@co.todd.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

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

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

 - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
 - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools

covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party 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 notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.


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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: John E. Lindemann

(PRINTED)

Signed: 

Title: Todd County Attorney
(with delegated authority)

Date: 4/22/26

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____

(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Todd on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 287837, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means 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, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party 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 any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

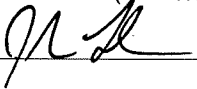
24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: John E. Lindemann
(PRINTED)

Signed: 

Title: Todd County Attorney
(with delegated authority)

Date: 4/22/26

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20260505-18
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Contract for Community Engagement Services
--	---

Date of Meeting: 5/5/2026	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

Todd County Health & Human Services is seeking assistance to gather community feedback and input on use of the MPCA settlement funds. Dawn Espe, consultant, has submitted the attached service agreement to gather community input to identify residents' needs and priorities; surface potential projects and programs, and inform recommendations for the effective use of settlement funds.

Options:

- To approve the contract with Dawn Espe to conduct community engagement services.
- To not approve the contract.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
To approve the contract with Dawn Espe to conduct community engagement services.

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 7,500.00 Funding Source(s): Fund 20	<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

SERVICE AGREEMENT

Client:

Todd County Public Health and Todd County Commissioners
Todd County, Minnesota

Consultant:

Dawn Espe
Picked and Preserved

1. Purpose

This Agreement outlines the Consultant's community engagement services related to the \$1.2 million Central Bi settlement affecting Long Prairie, Minnesota.

The Consultant will gather community input to:

- Identify residential needs and priorities
- Surface potential projects and programs
- Inform recommendations for the effective use of settlement funds

Expected engagement: approximately 20% of Long Prairie residents.

2. Scope of Work

Phase One: Discover (May–September 2026)

- Kickoff Meeting – May 2026
- Central Bi Community Meeting – May 28, 2026
- Two Community Input Gatherings – June & August 2026
- Up to 5 Focus Groups – June–August 2026
- Up to 10 Interviews – May–September 2026
- Online Survey Monitoring & Analysis – June–July 2026
- Intercept Surveying at Events – July–August 2026

Phase Two: Design (September–October 2026)

- Compile and organize all collected data – September 2026
- Draft Findings Report – Sept–Oct 2026

Phase Three: Deliver (October–November 2026)

- Present findings to County Commissioners – October 19, 2026
- Assist with legislative report drafting – November 2026

3. Compensation

Total Fee: \$7,500.00

- \$3,750 due upon signing this Agreement
- \$3,750 due upon delivery of the final approved deliverable

4. Confidentiality

All engagement data and participant input will remain confidential. No identifying information will appear in reports without explicit permission.

5. Independent Contractor

Consultant operates as an independent contractor and not as an employee or agent of the Client.

6. Termination

Either Party may terminate the Agreement with 14 days' written notice. Consultant will be paid for all work completed up to the termination date.

7. Governing Law

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

8. Entire Agreement

This Agreement constitutes the complete understanding between the Parties. Any changes must be in writing and signed by both Parties.

SIGNATURES

CLIENT

Todd County

Signature: _____

Printed Name / Title: _____

Date: _____

CONSULTANT

Dawn Espe

Picked and Preserved

Signature: _____

Date: _____



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number :
<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> 20260505-19
Agenda Topic Title for Publication:		
Date of Meeting: 05/05/2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Approve our Annual Service Agreement with Safe Assure. Safe Assure provides full safety service for all Todd County employees. This agreement is being paid for through the Safety Account (\$5,157.28) and Public Works (\$8,000.00).		
Options:		
1. Approve Safe Assure agreement.		
2. Do not approve agreement with Safe Assure.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 13,157.28 Funding Source(s): Safety Account	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$8,000.00 from Public Works
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 checked="" type="checkbox"/> N/A	Finance Committee Review: <input checked="" 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



WHAT SAFEASSURE WILL DO FOR TODD COUNTY

PROPOSAL/SERVICE AGREEMENT

INTRODUCTION/GENERAL INFORMATION

This Agreement is effective the first day of May 2026 for Todd County, Long Prairie, Minnesota, herein referred to as Todd County and SafeAssure 7505 93rd Ave NE Willmar, Minnesota, herein referred to as SafeAssure.

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

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

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

SafeAssure currently provides full services to over 180 municipalities in Minnesota, any, or all of which may be contacted for reference (a full list will be provided upon request).

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

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

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

CONSULTING SERVICES

(See also Training Schedule)

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

TRAINING SERVICES

(See also Training Schedule)

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

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

1910 Subparts

Subpart D - Walking - Working Surfaces

Subpart E - Means of Egress

Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms

Subpart G - Occupational Health and Environmental Control

Subpart H - Hazardous Materials

Subpart I - Personal Protective Equipment

Subpart J - General Environmental Controls

Subpart K - Medical and First Aid

Subpart L - Fire Protection

Subpart M - Compressed Gas and Compressed Air Equipment

Subpart N - Materials Handling and Storage

Subpart O - Machinery and Machine Guarding

Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.

Subpart Q - Welding, Cutting, and Brazing.

Subpart S - Electrical

Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions

Subpart D - Occupational Health and Environmental Controls

Subpart E - Personal Protective and Life Saving Equipment

Subpart F - Fire Protection and Prevention

Subpart G - Signs, Signals, and Barricades

Subpart H - Materials Handling, Storage, Use, and Disposal

Subpart I - Tools - Hand and Power

Subpart J - Welding and Cutting

Subpart K - Electrical

Subpart L - Scaffolds

Subpart M - Fall Protection

Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors

Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations

Subpart P - Excavations

Subpart V - Power Transmission and Distribution

Subpart W - Rollover Protective Structures; Overhead Protection

Subpart X - Stairways and Ladders

Subpart Z - Toxic and Hazardous Substances

Applicable MN OSHA 5205 Rules

Applicable MN OSHA 5207 Rules

Applicable MN OSHA 5206 Rules (Employee Right to Know)

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

SAFEASSURE INSURANCE SPECIFICS

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

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

Service Agreement-Signature Page

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

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

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

In consideration of this signed agreement, for the period of **12 months** from May 1, 2026, SafeAssure agrees to provide Todd County with the features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see 12-month schedule), unlimited online training, an online SDS management program, and the production and maintenance of mandatory OSHA programs. These features and services will be prepared to meet the specific needs of Todd County. If SafeAssure fails to perform any of the provisions of this agreement or fails to administer the work as to endanger the performance of the agreement, such failure may constitute default. Unless the default is excused by the county, the county may, upon written notice to SafeAssure, cancel this agreement in partial or entirety. Either party can terminate the agreement upon written notice sixty days prior to the anniversary date of the agreement.

Below is the agreement fee calculated by services and schedule to be paid in full (total each year as stated below) by the agreement start date of May 1, 2026 (or later as approved by SafeAssure or due date stated within the produced invoice).


1 YEAR TOTAL COST	\$13,157.28
SDS SERVICES (ON-LINE DATABASE)	(included)

TOTAL ANNUAL **\$13,157.28**

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

X _____
Todd County Date

X _____
Todd County Date

X 

President-SafeAssure 040126
Date

INVOICE

SAFEASSURE CONSULTANTS
7505 93rd Ave NE
Spicer, MN 56288-9682

melanie@safeassure.com
+1 (320) 231-3803
www.safeassure.com



Bill to
Todd County
215 1st Ave S
Suite 300
Long Prairie, MN 56347

Ship to
Todd County
215 1st Ave S
Suite 300
Long Prairie, MN 56347

Invoice details

Invoice no.: 4016
Terms: Due by April 30th
Invoice date: 04/01/2026
Due date: 04/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Consulting_	Safety Training	1	\$13,157.28	\$13,157.28

Total **\$13,157.28**

Ways to pay

BANK

Note to customer

Thank you for your business! We truly appreciate you and do not take your continued commitment to employee safety for granted.

[View and pay](#)



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> 20260505-20
Agenda Topic Title for Publication:		Approval to Post Full-Time Emergency Management Director Position
Date of Meeting: May 5 th , 2026	Agenda Time Requested: 5 Minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Administration		
Person Presenting Topic at Meeting: Jackie Bauer and Lisa Guzek		
Background: <i>Supporting Documentation enclosed</i> <input type="checkbox"/>		
<p>Following research, consultation with Minnesota Homeland Security and Emergency Management, and a review of comparable positions, the Personnel Committee identified a need to strengthen the County's Emergency Management program and expand coordination with community partners.</p> <p>The Committee recommends expanding the Part-Time Emergency Management Director position to a full-time position. The position description has been vetted and evaluated by Gallagher. Approval is requested to post the position internally for five (5) days, with the option to post externally if needed, at Pay Grade 10/J. If approved, the Part-Time Emergency Management Director Position will be eliminated.</p>		
Options:		
<p>1. Approve expanding the Part-Time Emergency Management Director Position to Full-Time and to post position internally for 5 days with an option to post externally if needed at a Pay Grade 10/J and to eliminate the Part-Time Emergency Management Director Position.</p> <p>2. Not Approve</p>		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 11,190.40 Funding Source(s): 01-281 EMS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This is the maximum estimated non-budgeted amount and would be supported via the General Fund reserves for 2026 only.
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 checked="" type="checkbox"/> N/A	Finance Committee Review: <input checked="" 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

**Todd County
Position Description**

Department: Administration Department
Position Title: Emergency Management Director
Pay Grade: 10/J
FLSA: Exempt
Status: Non-Union
Reports To: County Coordinator
Date: 2026 - 03

Purpose of Position

The purpose of this position is to ensure the effective, coordinated use of county assets to maximize the protection of life and property, ensure the continuity of government, sustain survivors and repair essential facilities and utilities, prior, during and after an emergency. Develop and maintain county plan to ensure it is compliant with state and federal planning guidelines and regulations. Coordinate response plans with other local, state and federal government entities.

Basic Performance Expectations of all Todd County Staff

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

Position Specific Essential Duties and Responsibilities

The following duties are normal for this position. These duties are not to be construed as exclusive or all-inclusive. Other duties may be required as assigned. To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

- Develop, maintain, and test the Todd County Emergency Operations Plan (EOP), ensuring it incorporates workforce, municipal subdivisions, private/public agencies, and complies with state and federal requirements, including HSEM and FEMA guidelines.
- Plan, coordinate, and conduct a minimum of three emergency management exercises per year, including one hosted in Todd County, and produce After Action Reports (AAR) and Improvement Plans (IP) for each, following Homeland Security Exercise and Evaluation Program (HSEEP) standards.
- Conduct countywide hazard analyses, maintain and update the Hazard Mitigation Plan every five years, incorporate school crisis planning, pipeline/railway safety, EPCRA compliance, and Tier II hazardous materials requirements into planning and response documents.
- Develop, maintain, and implement the county's COOP plan, ensuring critical services continue during emergencies, assign roles/responsibilities, identifying backup locations, and establishing recovery procedures.
- Coordinates the integration and implementation of emergency response plans and procedures from various jurisdictions, government entities, private industries, utility companies, etc.
- Incorporates workforce and facilities of the county and municipal subdivision within the county, private and public agencies, and the public to meet state and federal requirements for local disaster and emergency preparedness.

- Works closely with regional emergency management personnel in coordinating activities and available emergency resources.
- Maintain and enhance a usable warning system for the entire county.
- Evaluate the County's emergency preparedness capabilities.
- Prepares and administers departmental budget. Identifies and obtains grant funds.
- Prepare all reports required by state and federal agencies to maintain programs and obtain funding, including federal disaster financial assistance and state grant awards.
- Construct and maintain computer databases, prepare correspondence, reports, etc.
- Serve as Public Information Officer, providing timely and accurate emergency and non-emergency communications to the public, media, stakeholders, and county leadership; develop proactive outreach, news releases, social media content, and public education programs such as Severe Weather Awareness Week, Winter Weather Awareness Week, and Skywarn training.
- Informs elected and appointed officials on Emergency Management.
- Activate, supervise, and maintain readiness of the county's primary EOC during emergencies; train staff and county leadership on roles and responsibilities; ensure effective use of technology and systems during response.
- Serve as or obtain and maintain designation as a State-approved Todd County ARMER Radio System Administrator, with responsibility for local ARMER profile management, subscriber programming coordination, and adherence to governance and technical requirements. Ensure ongoing compliance with Minnesota State Statutes 403.20-403.51 governing public safety communications and maintaining county alignment with Statewide Emergency Services Board (SECB) communications standards as well as Central Minnesota regional radio standards.
- Administer, maintain, and routinely test all county emergency communications and public warning systems, including CodeRED, FEMA IPAWS/Wireless Emergency Alerts, ARMER, amateur (ham) radio resources, outdoor warning sirens, Wi-Fi and data connectivity systems, and cellular communication assets. Function as or support the county's FEMA IPAWS-approved Alerting Authority, ensuring regulatory compliance, credential management, message origination procedures, and required testing schedules. Maintain current contact databases for staff, response partners, and community alerting groups and ensure operational readiness, interoperability and redundancy of communications systems during routine operations and emergency incidents.
- Ensures overall department compliance with county safety requirements.
- May oversee the maintenance of office records, file generation/construction, retention efforts and standards.
- Ensure Emergency Management staff, county employees, and elected officials complete required NIMS training (ICS 100, 200, 700, 800) and other state/federal emergency management training; maintain compliance with Homeland Security Presidential Directive (HSPD) 5 and track training records.
- Serve as County Safety Coordinator, manage the Workers Compensation program, ensure compliance with OSHA regulations, and provide guidance on safety programs and standards to county employees.
- Schedule and organize regular County Safety Committee meetings; prepare and distribute meeting agendas; lead committee discussions; facilitate review of injury claims, safety concerns, and accident data; document and post meeting minutes; ensure follow-up on safety recommendations

Minimum Education and Experience/Special Requirements

- Associates/Technical degree and moderate experience in emergency management, planning, business or public administration, or equivalent combination of education and experience.
- MN Homeland Security and Emergency Management certification within three (3) years.
- NIMS training certified.
- Must possess and maintain a valid driver's license.
- Must pass a criminal background check.

Preferred Qualifications

Knowledge, Skills and Abilities

- Ability to perform mid-level data analysis including the ability to audit, deduce, assess, and conclude and appraise. Ability to persuade, convince and train others. Ability to advise and provide interpretation regarding the application of policies, procedures, and standards to specific situations.

- Ability to communicate with County Board, internal committees, all department staff, other County departments, outside governmental agencies, volunteers and the public.
- Ability to perform addition, subtraction, multiplication and division; calculate percentages, fractions, and decimals; requires the ability to perform mathematical operations involving algebra, geometry, and statistical analysis.
- Ability to anticipate, analyze and evaluate potential disaster problems and apply local, state and federal rules regulations and directives governing disaster and emergency preparedness. Ability to read, interpret and comprehend and apply various written policies, procedures, rules, regulations and laws.
- Ability to apply principles of influence systems such as supervision, managing, leading, teaching, directing, planning, coordinating and controlling. Ability to exercise independent judgment to apply facts and principals for developing approaches and techniques to problem resolution.

Physical Requirements

This work requires the regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of over 100 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).



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"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20260505-21
Agenda Topic Title for Publication:	Approve Addendum To Lease for Long Prairie Hockey Association	
Date of Meeting: May 5 th , 2026	Agenda Time Requested: 5 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Long Prairie Hockey Association		
Person Presenting Topic at Meeting: Jackie Bauer, County Coordinator		
Background: <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/>		
The Long Prairie Hockey Association (LPHA) has requested to rent Locker Rooms 3, 4, and 5 in the Expo Building, totaling 964 square feet. The County Attorney has prepared an Addendum to the existing Long Prairie Hockey Association Expo Building Rental Agreement to reflect this additional space. The rental rate is \$1.60 per square foot, resulting in a monthly fee of \$1,542.40. The total lump sum cost for 5 months is \$7,712.00. The Addendum term will run from April 1, 2026, through September 14, 2026, with no automatic renewal provision. A schematic drawing of the building is attached.		
Options:		
Approve the LPHA Lease Agreement Addendum with the presented terms and conditions. Do not approve.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion:		

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 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

LEASE AGREEMENT ADDENDUM I

This Lease Agreement Addendum I (“Addendum I”) is made and entered into this 1st day of April, 2026 between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and Long Prairie Hockey Association (hereinafter the Lessee), as an addendum to the Lease Agreement Between Lessor and Lessee, dated September 15, 2024.

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

1. Premises: Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described Premises (“the Premises”): meeting rooms described as Room 1, Room 2, and Room 3 and depicted in Attachment A, at Expo Building located at the Todd County Fairgrounds, Long Prairie, MN.
2. Attachments: A schematic drawing of the building is attached to this lease agreement and is hereby incorporated by reference as Attachment A.
3. Term: The term of this Lease shall be from April 1, 2026 through September 14, 2026. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in writing signed by both parties. It is agreed that unless the parties arrive at a new lease on or before July 31st, this lease shall continue under the same terms of the current lease, at the option of the Lessor until a new agreement is agreed upon.
4. Rent: The Lessee agrees to pay to the Lessor \$7712.00 as rent for the Premises starting April 1, 2026, which rent shall be paid in one non-refundable lump sum.
5. Possession: Under the terms of this lease, the lessee shall have possession of the Premises as outlined in Section 1 for the Term as outlined in Section 3, and for the sole purpose of off-season storage. The Lessor reserves the right to enter the premises at any time to inspect and maintain the premises. The Lessor further reserves the right to require Lessee to submit a list of contents and to decline items deemed to be harmful or to cause damage to the Premises. The Lessee shall request access to the Premises through Facilities Supervisor, Auditor/Treasurer, or designated authority. The Lessee shall not have keys to the Premises.
6. Insurance: The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee’s own contents. Lessee shall provide liability insurance.
7. Hold Harmless Agreement: The Lessee agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney’s fees and expenses arising out of act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of any activities on the lease Premises for the contract period.
8. Applicable Law: This Lease shall be interpreted and governed according to the laws of the State

of Minnesota, without regard to its choice of law provisions. Minnesota shall be the forum for any lawsuits or claims arising under this Lease.

9. Termination: The Lessee or Lessor shall have the right to terminate this lease with 90 days written notice, without cause.
10. Assignment: This Lease may be assigned, transferred or conveyed by the Lessee with the written consent of the Lessor.
11. Non-discrimination: Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. Lessor warrants that the Premises are physically accessible to individuals with disabilities. The Lessee encourages the Lessor in the employment of individuals with disabilities.
12. Non-waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.
13. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.
14. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.
15. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.
16. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount of

damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.

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

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

To Lessee: Long Prairie Hockey Association President
 Long Prairie Hockey Association
 PO Box 103
 Long Prairie, MN 56347

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

22. Lessor's Authority: Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.
23. Quiet Enjoyment: On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.
24. Force Majeure: Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means

an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

- 25. Utilities: The Lessor and Lessee mutually agree the lease is for storage purposes, and use of utilities is not needed for storage purposes.
- 26. Default: Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction.
- 27. Lessor's Covenants: Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water, and a sound physical structure, and to maintain the grounds.
- 28. Access: Lessee shall have non-exclusive access to rooms described in Section 1 and depicted in Attachment A. Lessee shall gain access through coordination with Facilities Supervisor or Auditor/Treasurer or authorized designee.
- 29. Documentation: Lessor shall provide to Lessee at the time of signature of this Lease a completed and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.
- 30. Alterations: Any alterations that the Lessee desires to make to Premises shall be made at the Lessee's own expense, after having first obtained written approval and consent of the Lessor, and all such alterations, additions and changes, which shall include erection of any states, electric writing or lighting systems, are to immediately merge and become a permanent part of realty, and all interest of Lessee therein shall become immediately vested in Lessor.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this ___ day of _____.

COUNTY OF TODD

LONG PRAIRIE HOCKEY ASSOCIATION

By: _____
County Board Chair

By: _____
President

By: _____
County Auditor-Treasurer

By: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
County Attorney