



Brown County
MINNESOTA
BOARD OF COMMISSIONERS

Board of Commissioners
14 S. State St., PO Box 248
New Ulm, MN 56073-0248
Ph 507-233-6600
Fax 507-359-1430

<u>District 1:</u> David Borchert 405 South Broadway St. New Ulm, MN 56073	<u>District 2:</u> Anton Berg 20218 195th Ave New Ulm, MN 56073	<u>District 3:</u> Scott Windschitl 10 Doris Drive New Ulm, MN 56073	<u>District 4:</u> Brian Braun 31457 230th St. Sleepy Eye, MN 56085	<u>District 5:</u> Jeff Veerkamp 205 East George St. Comfrey, MN 56019
--	---	--	---	--

BROWN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA - August 4, 2026 at 9:00 AM

Call to Order

1. Pledge of Allegiance

Agenda Review

2. Agenda Review and Approval

Consent Agenda Review

3. Previous Meeting's Official Proceedings and Synopsis Approval
4. General Government Claims
5. 2026 Joint Powers Recount Agreements
6. Amended MnDOT Rural Lighting Agreement — CSAH 11 & TH 14
7. Staffing Report

New Business

8. SAP 008-617-010 Reconstruction Project on CSAH 17 (3 mins)
9. Highway Department Monthly Update Report (10 mins)
10. Heart of New Ulm Leadership Committee Appointment (2 mins)

Other Business

11. Correspondence
Highway Committee Agenda 08.04.2026
12. Commissioner Committee Reports
13. Coordinate Calendar Events

Adjournment

Close of Meeting

Notice

Highway Committee Meeting following the Board Meeting.

County Board 2027 Budget Review Sessions will take place at the Brown County Courthouse, Room 204, New Ulm, MN, beginning at 9:00 AM on August 12, 13, and 17, 2026.

Ditch Notices - 8:20 a.m. | Attending: Commissioners Berg and Veerkamp

- ***Cottonwood & Brown County JD 24 Drainage Authority Virtual meeting to review and accept low bids on the repair of JD 24, and discuss easement for the water storage pond that is part of the repair.***
- ***<https://teams.microsoft.com/meet/211374590907453?p=rxB8xxe6DYleCDh8fL> | Meeting ID: 211 374 590 907 453 | Passcode: tn6ND9pA***

Additional items may be added as Addenda and approved with the Agenda or with a Suspension of Rules.

In some circumstances, Board members may use interactive technology to participate in a regular meeting pursuant to Minn. Stat. Sec. 13D.02. In such situations, and to the extent practical, Brown County shall allow a person to monitor the meeting electronically from a remote location.

NEXT COUNTY BOARD MEETING DATES

DATE: 08/18/2026

DATE: 08/25/2026

DATE: 09/01/2026

DATE: 09/15/2026

County Administrator's E-Mail Address: county.administrator@browncountymn.gov

Home Page Address www.browncountymn.gov

At 9:00 AM, on Tuesday, July 21, 2026, the Brown County Board of Commissioners met in Room #204 of the Brown County Courthouse located in New Ulm, Minnesota, 56073. Commissioners present were Anton Berg, Scott Windschitl, Brian Braun and Jeff Veerkamp, along with Lay Board Members DeeAnn Gieske and Vicki Sieve, County Administrator Sam Hansen and Human Services Director Anne Broskoff. Commissioner David Borchert excused.

Call to Order

1. Chairman Windschitl called to order the Regular Meeting at 9:00 AM. All present said the Pledge of Allegiance.

Agenda Review

2. A motion was offered by Commissioner Berg, and was seconded by Commissioner Veerkamp, to accept the printed agenda. This motion duly carried.

Consent Agenda Review

3. Previous Meeting's Official Proceedings and Synopsis Approval

4. General Government Claims

In accordance with MS 375.12, the following claims exceed \$2,000: ALPHA WIRELESS COMMUNICATIONS \$3,743.00; Election Systems & Software Inc \$11,709.21; GEI Consultants Inc \$5,993.00; HKGI \$6,333.53; I & S Group Inc \$7,567.50; JEBRO INC \$44,289.14; MADDEN GALANTER HANSEN, LLP \$3,849.55; Mathiowetz Enterprises Inc \$215,357.23; PC Janitorial Supply, LLC \$2,292.22; PHYSICIANS GROUP OF NEW ULM LTD \$2,000.00; Powerplan Oib \$3,041.27; QUADIENT, INC \$2,244.00; R.D. Partners, Inc \$2,774.00; River Bend Leasing \$2,312.52; Smith & Johnson \$12,000.00; Valley Asphalt Products Inc \$6,445.77; VEOLIA ES TECHNICAL SOLUTIONS \$9,597.60; WENDLAND SELLERS LAW OFFICE \$6,477.00; 86 payments less than \$2,000 total \$32,477.19. Final Total: \$380,503.73, plus one additional approved claim payment to 4Imprint Inc. in the amount of \$477.21, for a final total of \$380,980.94.

5. Brown County & Brown County Agriculture Society Memorandum of Understanding

6. Human Services Claims Payments

In accordance with MS 375.12 the following claims exceed \$2,000; Brown Co Probation Dept \$2,500.00; Brown Co Public Health Nursing \$3,000.00; Confidential Client \$3,506.74; Chuck Spaeth Ford Inc \$2,473.64; Jensen Chrysler Dodge Jeep Ram \$4,750.48; Pro Kinship for Kids \$2,275.00; Routematch Software LLC \$5,323.10; SahanCare LLC \$4,762.10; Southern MN Crisis Nursery \$8,750.00. 161 less than \$2,000 total \$54,865.10. Final total is \$92,206.16.

7. Staffing Report

A motion was offered by Commissioner Berg, and was seconded by Commissioner Braun, to approve said Consent Agenda, plus the additional Sheriff's Office claim to 4Imprint Inc in the amount of \$477.21. This motion duly carried.

New Business

8. Anne Broskoff, Human Services Director, met with the County Board. A motion was offered by Commissioner Berg, and was seconded by Commissioner Windschitl, to accept and order file the Human Services Monthly Update report. This motion duly carried.

9. Jason Seidl, County Sheriff, met with the County Board. A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Braun, to accept and order file the Sheriff's Office June Monthly Report of Activity. This motion duly carried.

10. Nathan Beran, IT Director, and Jason Seidl, County Sheriff, met with the County Board. A motion was offered by Commissioner Braun, and was seconded by Commissioner Veerkamp, to approve the purchase of an Entrust Sigma ID3 printer from Identisys in the amount of \$2,450, with funds coming out of 01-200-0000-0134-6610 (Gun Permit Purchases). This motion duly carried. An additional quote was received from CDWG in the amount of \$2,809.53.

11. Andrew Lang, Engineer, met with the County Board. A motion was offered by Commissioner Braun, and was seconded by Commissioner Berg, to approve the following drainage ditch tree, brush, and weed control spraying request(s) and the payment of said spraying:

System	Repair #	Order	Repair Type	Acres Sprayed	Cost
CD 01	26-023	1	Spraying	8	\$2,250.40
CD 10	26-024	1	Spraying	13	\$3,656.90
CD 11	26-025	1	Spraying	26	\$7,313.80
CD 12	26-026	1	Spraying	9	\$2,531.70
CD 13	26-027	1	Spraying	30	\$8,439.00
CD 18	26-028	1	Spraying	2.5	\$703.25
CD 2	26-029	1	Spraying	12	\$3,375.60
CD 24 MAIN A	26-030	1	Spraying	0.125	\$35.16
CD 24 MAIN B	26-031	1	Spraying	0.125	\$35.16
CD 28	26-032	1	Spraying	24	\$6,751.20
CD 3	26-033	1	Spraying	6.5	\$1,828.45
CD 32	26-034	1	Spraying	2	\$562.60
CD 33	26-035	1	Spraying	11	\$3,094.30
CD 4	26-036	1	Spraying	8.5	\$2,391.05
CD 45	26-037	1	Spraying	1	\$281.30
CD 46	26-038	1	Spraying	0.5	\$140.65
CD 5	26-039	1	Spraying	29.5	\$8,298.35
CD 57	26-040	1	Spraying	6	\$1,687.80
CD 58	26-041	1	Spraying	11	\$3,094.30
CD 60	26-042	1	Spraying	19	\$5,344.70
CD 63	26-043	1	Spraying	39	\$10,970.70
CD 67	26-044	1	Spraying	15.5	\$4,360.15
CD 68	26-045	1	Spraying	33.5	\$9,423.55
CD 69	26-046	1	Spraying	7	\$1,969.10
CD 70	26-047	1	Spraying	2	\$562.60
CD 71	26-048	1	Spraying	18	\$5,063.40
CD 75	26-049	1	Spraying	9	\$2,531.70
CD 8	26-050	1	Spraying	0.5	\$140.65
JD 10 B&BE	26-051	1	Spraying	90	\$25,317.00

JD 12 B&R	26-052	1	Spraying	17.5	\$4,922.75
JD 13 W&B	26-053	1	Spraying	3	\$843.90
JD 14 B&W	26-054	1	Spraying	57.5	\$16,174.75
JD 17 B&R	26-055	1	Spraying	11	\$3,094.30
JD 18 R&B	26-056	1	Spraying	10	\$2,813.00
JD 24 B&R	26-057	1	Spraying	3.5	\$984.55
JD 29 B&R	26-058	1	Spraying	50	\$14,065.00
JD 30 R&B	26-059	1	Spraying	54.5	\$15,330.85
JD 35 R&B	26-060	1	Spraying	16	\$4,500.80
JD 36 R&B	26-061	1	Spraying	6.5	\$1,828.45
JD 5 B&W	26-062	1	Spraying	15	\$4,219.50
JD 9 B&BE	26-063	1	Spraying	9	\$2,531.70

This motion duly carried.

12. A motion was offered by Commissioner Berg, and was seconded by Commissioner Veerkamp, to approve the County Road/Street closure request from the City of Hanska for CSAH 13 & 20 on August 22, 2026, from 5:00 PM to 1:00 AM for Hanska's 125th Community Celebration activities; CSAH 13 & CSAH 20 closure between 4th St and TH 257 on August 22, 2026, from 5:00 PM to 6:00 PM for a parade; and CSAH 20 closure from 1st St to 2nd St be closed from 6:00 PM to 1:00 AM for a street dance. This motion duly carried.

13. Jesse Kral, Facilities Manager, met with the County Board. A motion was offered by Commissioner Berg, and was seconded by Commissioner Veerkamp, to approve the purchase of a steam heat exchanger and condensate pump for the LEC/Courthouse heating system from Gag Sheet Metal, Inc. in the amount of \$18,250. This motion duly carried. An additional bid was received from Klassen Mechanical in the amount of \$19,000.

14. A motion was offered by Commissioner Braun, and was seconded by Commissioner Berg, to approve heat pump purchase for the LEC Dispatch Center from Gag Sheet Metal, Inc. in the amount of \$12,595. This motion duly carried. An additional bid from Klassen Mechanical Inc. in the amount of \$13,300 was received.

15. A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Windschitl, to approve the purchase of a rooftop air handler unit for the Community Services Building (CSB) from Nilson Heating & Air Conditioning in the amount of \$15,970. This motion duly carried. An additional bid was received from Gag Sheet Metal, Inc. in the amount of \$17,900.

16. A motion was offered by Commissioner Berg, and was seconded by Commissioner Windschitl, to approve the 3rd floor Courthouse restroom construction updates in the amount of \$20,746.64 to meet ADA compliance. This motion duly carried.

Break

At this time, Attorney Hanson joined the meeting.

17. Planning Commission Recommendations:

Amanda Lang, Assistant Zoning Administrator, met with the County Board. A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Berg, to approve Final Plat application APP-P0180 filed by Pat Mohr on the property owned by Deanna J Mohr known as Mohr Subdivision Lot 1, Block 1 (2.50 acres) described as: Lot 1, Block 1 Berg's Subdivision, Section 22, Township 108, Range 31, Brown County, Minnesota, except a parcel of land situated in Lot 1 of Block 1 of Berg's Subdivision of Sec. 22, Twp. 108, Range 31, Brown County, Minnesota, according to the plat thereof on file and of record in the Office of County Recorder of said county and state as instrument No. 189937, said parcel being more particularly described as follows: Commencing at the Southwest corner of Sec. 22, being also the Southwest corner of said Berg's subdivision; then North 00° 35'

00" West, an assumed bearing, along the west line of said Sec. 22, being also the most westerly line of said Berg's Subdivision, a distance of 356.14 feet; then continue along the westerly boundary lines of said Berg's subdivision on the following six described courses; 1) North 64° 11' 00" East 814.89 feet; 2) North 76° 39' 00" East 1700.00 feet; 3) North 89° 29' 00" East 177.00 feet to the point of beginning of the parcel to be described; 4) North 00° 09' 00" West 525.00 feet; 5) North 89° 51' 00" East 221.00 feet; 6) North 04° 09' 00" West 778.00 feet; then depart from said westerly line North 89° 29' 00" East 184.95 feet; then South 00° 31' 00" East 1300.00 feet; then South 89° 29' 00" West 360.00 feet to the point of beginning containing 7.17 acres, more or less, Brown County Minnesota.

Application is to split residential site from tillable land. This motion carried on a roll-call vote of 4-0.

A motion was offered by Commissioner Berg, and was seconded by Commissioner Veerkamp, to approve Preliminary Plat APP-P-0182 application filed by Stephanie Braun on the property owned by Glenn E Berkner known as Lot 1, Block 1 Berkner 5th Subdivision described as: That part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW1/4) of Section Twenty-six (26) and the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township One Hundred Nine (109) North, Range Thirty-three (33) West, Brown County, Minnesota, described as follows: Commencing at the Northwest corner of said Section 26; thence on an assumed bearing of North 90 degrees 00 minutes East, along the north line of said Section 26, a distance of 600.00 feet to an iron monument; thence South 0 degrees 00 minutes West a distance of 677.00 feet to an iron monument; thence South 90 degrees 00 minutes West a distance of 644.00 feet to an iron monument; thence North 0 degrees 00 minutes East a distance of 676.91 feet to a survey monument located on the north line of said Section 27; thence North 89 degrees 53 minutes East, along said north line, a distance of 44.00 feet to the point of beginning, containing 10.01 acres, subject to easements now of record in said county and state. The application is to split the outbuildings from the house. This motion carried on a roll-call vote of 4-0.

18. Allison Kletscher, Environmental Specialist, met with the County Board. A motion was offered by Commissioner Berg, and was seconded by Commissioner Braun, to approve and sign the Memorandum of Understanding between Brown County and the MN DNR relating to civil enforcement of an active ongoing wetland violation. This motion carried on a roll-call vote of 4-0.

19. Sarah Lanier, County Assessor, and Charles Hanson, County Attorney, met with the County Board. A motion was offered by Commissioner Braun, and was seconded by Commissioner Berg, to approve the Retainer Agreement with Taft Stettinius & Hollister LLC (Attorney - Andrew Carlson) for the tax court filing for Americold Real Estate, L.P. involving 11 parcels: 001.890.002.00.020, 001.890.002.00.060, 190.014.001.01.020, 190.014.001.01.040, 190.014.001.01.050, 190.014.001.01.070, 190.014.001.01.080, 190.014.001.01.090, 190.014.001.01.095, 190.014.001.01.100, and 190.014.001.01.110. This motion duly carried.

20. Sam Hansen, County Administrator, met with the County Board. A motion was offered by Commissioner Braun, and was seconded by Commissioner Windschitl, to accept and order file the Q2 2026 Budget Report (Modified Accrual and Unaudited) which reflects activity at 50% of the budget year as follows: expenditures of \$19,187,581 or 40.3%, and revenues of \$22,675,577 or 47.6%; and the Q2 2026 Supplemental Budget Report noting expenditures of \$810,034 or 32.8% and revenues of \$1,278,419 or 55.5% of annual budget activity. This motion duly carried.

Closed Session

21. A motion was offered by Commissioner Berg, and was seconded by Commissioner Veerkamp, to convene into closed session as permitted by Minnesota Statute § 13D.05, subd. 2 to consider Social Services Payments. This motion duly carried.

A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Braun, to authorize payment of Social Service claims. In accordance with MS 375.12 the following claims exceed \$2,000: Brown Co Evaluation Ctr \$10,491.20; Carlson Counseling & Consulting \$3,800.00; Children's Home \$11,936.25; Confidential Client \$2,812.00; DHS-Anoka Metro RTC \$16,264.00; ELAN Financial Services \$5,296.65; EON Inc \$2,282.40; Gerard Nexus Inc \$24,490.32; Heck/Corey \$2,000.00; Lutheran Social Services of Minnesota \$2,325.29; MN Valley Action Council \$21,669.15; MRCI Inc \$4,563.40; Nexus - Mille Lacs Family Healing \$17,683.20; Orchard Hill \$2,941.00; Perala/Samantha Jo \$2,760.00; Prairie Lakes Youth Programs \$16,500.00; Ries/Deana \$2,484.61; Sahan Care LLC 2,144.00; Southern MN Independent Living \$3,970.05; Village Ranch Inc \$10,486.41. 41 payments less than \$2,000 total \$28,982.23; Final Total \$195,852.16. This motion duly carried.

A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Berg, to cease closed

session and reconvene the open session. This motion duly carried.

Other Business

22. Commissioner Committee Reports: Commissioner Berg reported on the Drainage workgroup; Commissioner Windschitl reported on the Insurance meeting and the Enterprise North meeting; and Commissioner Braun reported on the BC S&W meeting and Insurance meeting.

23. Calendars were coordinated for the next two-week period.

Adjournment

There being no further business, Chairman Windschitl declared the Meeting adjourned at 11:10 AM.

Scott Windschitl, Chair
Board of Brown County Commissioners
Brown County, Minnesota

ATTEST:

Sam Hansen
Brown County Administrator
Brown County, Minnesota

Members present were Berg, Windschitl, Braun and Veerkamp, along with Lay Board Members DeeAnn Gieske and Vicki Sieve, Administrator Hansen and Human Services Director Anne Broskoff. Borchert excused.

M/Berg, S/Veerkamp, to accept the printed agenda; carried.

1. Previous Meeting's Official Proceedings and Synopsis Approval
2. General Government Claims

In accordance with MS 375.12, the following claims exceed \$2,000: ALPHA WIRELESS COMMUNICATIONS \$3,743.00; Election Systems & Software Inc \$11,709.21; GEI Consultants Inc \$5,993.00; HKGI \$6,333.53; I & S Group Inc \$7,567.50; JEBRO INC \$44,289.14; MADDEN GALANTER HANSEN, LLP \$3,849.55; Mathiowetz Enterprises Inc \$215,357.23; PC Janitorial Supply, LLC \$2,292.22; PHYSICIANS GROUP OF NEW ULM LTD \$2,000.00; Powerplan Oib \$3,041.27; QUADIENT, INC \$2,244.00; R.D. Partners, Inc \$2,774.00; River Bend Leasing \$2,312.52; Smith & Johnson \$12,000.00; Valley Asphalt Products Inc \$6,445.77; VEOLIA ES TECHNICAL SOLUTIONS \$9,597.60; WENDLAND SELLERS LAW OFFICE \$6,477.00; 86 payments less than \$2,000 total \$32,477.19. Final Total: \$380,503.73, plus one additional approved claim payment to 4Imprint Inc. in the amount of \$477.21, for a final total of \$380,980.94.

3. Brown County & Brown County Agriculture Society Memorandum of Understanding
4. Human Services Claims Payments

In accordance with MS 375.12 the following claims exceed \$2,000; Brown Co Probation Dept \$2,500.00; Brown Co Public Health Nursing \$3,000.00; Confidential Client \$3,506.74; Chuck Spaeth Ford Inc \$2,473.64; Jensen Chrysler Dodge Jeep Ram \$4,750.48; Pro Kinship for Kids \$2,275.00; Routematch Software LLC \$5,323.10; SahanCare LLC \$4,762.10; Southern MN Crisis Nursery \$8,750.00. 161 less than \$2,000 total \$54,865.10. Final total is \$92,206.16.

5. Staffing Report

M/Berg, S/Braun, to approve said Consent Agenda, plus the additional Sheriff's Office claim to 4Imprint Inc in the amount of \$477.21; carried.

M/Berg, S/Windschitl, to accept and order file the Human Services Monthly Update report; carried.

M/Veerkamp, S/Braun, to accept and order file the Sheriff's Office June Monthly Report of Activity; carried.

M/Braun, S/Veerkamp, to approve the purchase of an Entrust Sigma ID3 printer from Identisys in the amount of \$2,450, with funds coming out of 01-200-0000-0134-6610 (Gun Permit Purchases); carried. An additional quote was received from CDWG in the amount of \$2,809.53.

M/Braun, S/Berg, to approve (41) drainage ditch tree, brush, and weed control spraying request(s) and the payment of said spraying; carried.

M/Berg, S/Veerkamp, to approve the Co. Road/Street closure request from the City of Hanska for CSAH 13 & 20 on August 22, 2026, from 5:00 PM to 1:00 AM for Hanska's 125th Community Celebration activities; CSAH 13 & CSAH 20 closure between 4th St and TH 257 on August 22, 2026, from 5:00 PM to 6:00 PM for a parade; and CSAH 20 closure from 1st St to 2nd St be closed from 6:00 PM to 1:00 AM for a street dance; carried.

M/Berg, S/Veerkamp, to approve the purchase of a steam heat exchanger and condensate pump for the LEC/Courthouse heating system from Gag Sheet Metal, Inc. in the amount of \$18,250. This motion duly carried. An additional bid was received from Klassen Mechanical in the amount of \$19,000.

M/Braun, S/Berg, to approve heat pump purchase for the LEC Dispatch Center from Gag Sheet Metal, Inc. in the amount of \$12,595; carried. An additional bid from Klassen Mechanical Inc. in the amount of \$13,300 was received.

M/Veerkamp, S/Windschitl, to approve the purchase of a rooftop air handler unit for the Community Services Building (CSB) from Nilson Heating & Air Conditioning in the amount of \$15,970; carried. An additional bid was received from Gag Sheet Metal, Inc. in the amount of \$17,900.

M/Berg, S/Windschitl, to approve the 3rd floor Courthouse restroom construction updates in the amount of \$20,746.64 to meet ADA compliance; carried.

At this time, Attorney Hanson joined the meeting.

M/Veerkamp, S/Berg, to approve Final Plat application APP-P0180 filed by Pat Mohr on the property owned by Deanna J Mohr known as Mohr Subdivision (Subd.) Lot 1, Block 1 (2.50 acres) described as: Lot 1, Block 1 Berg's Subd., Section 22, TWP 108, Range 31, Brown Co., MN, except a parcel of land situated in Lot 1 of Block 1 of Berg's Subd. of Sec. 22, TWP 108, Range 31, Brown Co., MN, according to the plat thereof on file and of record in the Office of County Recorder of said county and state as instrument No. 189937, said parcel being more particularly described as follows: Commencing at the SW corner of Sec. 22, being also the SW corner of said Berg's Subd.; then N 00° 35' 00" W, an assumed bearing, along the west line of said Sec. 22, being also the most westerly line of said Berg's Subd., a distance of 356.14 feet; then continue along the westerly boundary lines of said Berg's Subd. on the following six described courses; 1) N 64° 11' 00" E 814.89 feet; 2) N 76° 39' 00" E 1700.00 feet; 3) N 89° 29' 00" E 177.00 feet to the point of beginning of the parcel to be described; 4) N 00° 09' 00" W 525.00 feet; 5) N 89° 51' 00" E 221.00 feet; 6) N 04° 09' 00" W 778.00 feet; then depart from said westerly line N 89° 29' 00" E 184.95 feet; then S 00° 31' 00" E 1300.00 feet; then S 89° 29' 00" W 360.00 feet to the point of beginning containing 7.17 acres, more or less, Brown Co. MN. Application is to split residential site from

tillable land; carried 4-0.

M/Berg, S/Veerkamp, to approve Preliminary Plat APP-P-0182 application filed by Stephanie Braun on the property owned by Glenn E Berkner known as Lot 1, Block 1 Berkner 5th Subd. described as: That part of the NW Quarter of the NW Quarter (NW 1/4 of NW1/4) of Section Twenty-six (26) and the NE Quarter (NE 1/4) of Section Twenty-seven (27), TWP One Hundred Nine (109) N, Range Thirty-three (33) W, Brown Co., MN, described as follows: Commencing at the NW corner of said Section 26; thence on an assumed bearing of N 90 degrees 00 minutes E, along the N line of said Section 26, a distance of 600.00 feet to an iron monument; thence S 0 degrees 00 minutes W a distance of 677.00 feet to an iron monument; thence S 90 degrees 00 minutes W a distance of 644.00 feet to an iron monument; thence N 0 degrees 00 minutes E a distance of 676.91 feet to a survey monument located on the N line of said Section 27; thence N 89 degrees 53 minutes E, along said N line, a distance of 44.00 feet to the point of beginning, containing 10.01 acres, subject to easements now of record in said county and state. The application is to split the outbuildings from the house; carried 4-0.

M/Berg, S/Braun, to approve and sign the Memorandum of Understanding between Brown Co. and the MN DNR relating to civil enforcement of an active ongoing wetland violation; carried 4-0.

M/Braun, S/Berg, to approve the Retainer Agreement with Taft Stettinius & Hollister LLC (Attorney - Andrew Carlson) for the tax court filing for Americold Real Estate, L.P. involving 11 parcels: 001.890.002.00.020, 001.890.002.00.060, 190.014.001.01.020, 190.014.001.01.040, 190.014.001.01.050, 190.014.001.01.070, 190.014.001.01.080, 190.014.001.01.090, 190.014.001.01.095, 190.014.001.01.100, and 190.014.001.01.110; carried.

M/Braun, S/Windschitl, to accept and order file the Q2 2026 Budget Report (Modified Accrual and Unaudited) which reflects activity at 50% of the budget year as follows: expenditures of \$19,187,581 or 40.3%, and revenues of \$22,675,577 or 47.6%; and the Q2 2026 Supplemental Budget Report noting expenditures of \$810,034 or 32.8% and revenues of \$1,278,419 or 55.5% of annual budget activity; carried.

M/Berg, S/Veerkamp, to convene into closed session as permitted by Minnesota Statute § 13D.05, subd. 2 to consider Social Services Payments; carried.

M/Veerkamp, S/Braun, to authorize payment of Social Service claims. In accordance with MS 375.12 the following claims exceed \$2,000: Brown Co Evaluation Ctr \$10,491.20; Carlson Counseling & Consulting \$3,800.00; Children's Home \$11,936.25; Confidential Client \$2,812.00; DHS-Anoka Metro RTC \$16,264.00; ELAN Financial Services \$5,296.65; EON Inc \$2,282.40; Gerard Nexus Inc \$24,490.32; Heck/Corey \$2,000.00; Lutheran Social Services of Minnesota \$2,325.29; MN Valley Action Council \$21,669.15; MRCI Inc \$4,563.40; Nexus - Mille Lacs Family Healing \$17,683.20; Orchard Hill \$2,941.00; Perala/Samantha Jo \$2,760.00; Prairie Lakes Youth Programs \$16,500.00; Ries/Deana \$2,484.61; Sahan Care LLC 2,144.00; Southern MN Independent Living \$3,970.05; Village Ranch Inc \$10,486.41. 41 payments less than \$2,000 total \$28,982.23; Final Total \$195,852.16; carried.

M/Veerkamp, S/Berg, to cease closed session and reconvene the open session; carried.

Commissioner Committee Reports: Berg reported on the Drainage workgroup; Windschitl reported on the Insurance meeting(mtg) and the Enterprise North mtg; and Braun reported on the BC S&W mtg and Insurance mtg. Calendars were coordinated for the next two-week period.

There being no further business, Chairman Windschitl declared the Meeting adjourned at 11:10 AM.

This is a synopsis of the Brown County Board of Commissioners Meeting. Official Minutes are available on the County website: www.browncountymn.gov.



CONSENT AGENDA

Originating Department: Auditor-Treasurer

Item: General Government Claims

Background:

Authorize payment of General Government claims in the amount of \$343,352.15.

In accordance with MS 375.12, the following claims exceed \$2,000: Consolidated Correctional Foodservice \$12,208.36; Heart of New Ulm \$25,000.00; IDENTISYS INC \$2,518.61; JEBRO INC \$164,897.73; Klassen Mechanical Inc \$14,078.18; North Central International LLC \$9,579.46; Nutrien Ag Solutions \$15,529.41; PHYSICIANS GROUP OF NEW ULM LTD \$2,000.00; Southern MN Crisis Nursery \$55,000.00; Taylor Print & Visual Impressions Inc \$10,055.54; TRAFFIC & PARKING CONTROL CO INC \$14,991.00; Zarnoth Brush Works Inc \$2,394.00; 47 payments less than \$2,000 total \$15,099.86. Final Total: \$343,352.15.

Supporting Documents:

1. Comm Warr Dept 08-04-2026

TRES#TDA
7/29/2026

3:22:26PM

*** **Brown County, Minnesota** ***



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 2
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Page Break By: 1
1 - Page Break by Fund
2 - Page Break by Dept

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

TRES#TDA
7/29/2026 3:22:26PM
1 General Revenue Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 2

Vendor		Name	Rpt	Warrant Description		Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates		Paid On Bhf #	On Behalf of Name	
1	DEPT			Commissioners				
6823	BRAUN/BRIAN H							
	01-001-0000-0000-6330		304.50	May-Jul Mileage		202605-07	Mileage	N
	01-001-0000-0000-6331		13.02	6.23.26 Meal Expense		202623	Travel Expense	N
6823	BRAUN/BRIAN H		317.52	2 Transactions				
7401	Brown Co Editorial Assn							
	01-001-0000-0000-6240		255.03	CP 6.23.26/7.23.26 Publishing		20260623	Publication Expense/Comm. Proceedings	N
7401	Brown Co Editorial Assn		255.03	1 Transactions				
1	DEPT Total:		572.55	Commissioners		2 Vendors	3 Transactions	
60	DEPT			Information Technology				
7040	River Bend-Kemske Business Products							
	01-060-0000-0000-6205		35.26	Tmobile accessories 2		444343-00	Postage/Delivery	N
	01-060-0000-0000-6205		21.41	Tmobile accessories		444594-00	Postage/Delivery	N
7040	River Bend-Kemske Business Products		56.67	2 Transactions				
2149	SHI INTERNATIONAL CORP							
	01-060-0000-0000-6405		179.52	UPS parts		B21471393	Computer/Printer Parts & Supplies	N
	01-060-0000-0000-6405		111.96	Pwr adapter SO		B21476909	Computer/Printer Parts & Supplies	N
2149	SHI INTERNATIONAL CORP		291.48	2 Transactions				
60	DEPT Total:		348.15	Information Technology		2 Vendors	4 Transactions	
62	DEPT			Elections				
4879	Election Systems & Software Inc							
	01-062-0000-0000-6205		60.82	Freight Pre-marked test ballot		CD2156711	Postage/Delivery	N
	01-062-0000-0000-6400		705.28	Pre-marked test ballots		CD2156711	Departmental Supplies	N
4879	Election Systems & Software Inc		766.10	2 Transactions				
2671	Taylor Print & Visual Impressions Inc							
	01-062-0000-0000-6205		3,163.78	Return postage		555454	Postage/Delivery	N
	01-062-0000-0000-6400		950.00	Set up		555454	Departmental Supplies	N
	01-062-0000-0000-6400		5,941.76	Mail ballots		555454	Departmental Supplies	N
2671	Taylor Print & Visual Impressions Inc		10,055.54	3 Transactions				

TRES#TDA
7/29/2026 3:22:26PM
1 General Revenue Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 3

	<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
62	DEPT Total:			10,821.64	Elections	2 Vendors	5 Transactions	
63	DEPT				Personnel Administration			
	8346	Assn of MN Counties						
		01-063-0000-0000-6355		175.00	MACA-MCHRNA Fall Conference	10000397	Training Expense	N
	8346	Assn of MN Counties		175.00	1 Transactions			
	214 MN Counties Computer Cooperative							
		01-063-0000-0000-6374		59.00	UKG Pro usage fee	2607147	Software Expense < \$5,000	N
	214	MN Counties Computer Cooperative		59.00	1 Transactions			
	7040 River Bend-Kemske Business Products							
		01-063-0000-0000-6400		48.72	envelopes	017560-00	Departmental Supplies	N
		01-063-0000-0000-6400		44.76	folders	017568-00	Departmental Supplies	N
	7040	River Bend-Kemske Business Products		93.48	2 Transactions			
63	DEPT Total:			327.48	Personnel Administration	3 Vendors	4 Transactions	
100	DEPT				County Recorder			
	7040	River Bend-Kemske Business Products						
		01-100-0000-0000-6400		25.29	sticky notes & paper rolls for	444201-00	Departmental Supplies	N
	7040	River Bend-Kemske Business Products		25.29	1 Transactions			
100	DEPT Total:			25.29	County Recorder	1 Vendors	1 Transactions	
101	DEPT				County Assessor			
	3322	Elerf/Chais T						
		01-101-0000-0000-6331		242.17	CE, meals, appraisal class	07/17/2026	Travel Expense	N
	3322	Elerf/Chais T		242.17	1 Transactions			
101	DEPT Total:			242.17	County Assessor	1 Vendors	1 Transactions	
107	DEPT				Planning And Zoning			
	1493	Column Software PBC						
		01-107-0000-0000-6240		115.44	SE, Augst BOA Notice	DBF7F2BD-0113	Publication/Advertising Expense	N
		01-107-0000-0000-6240		143.28	Journal, August P&Z Notice	DBF7F2BD-0114	Publication/Advertising Expense	N
	1493	Column Software PBC		258.72	2 Transactions			

TRES#TDA
7/29/2026 3:22:26PM
1 General Revenue Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 4

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
2038	Squires, Waldspurger and Mace, P.A.						
	01-107-0604-0000-6270		1,125.50	Wetland Corresp	29981	Prof/Technical Fees	N
2038	Squires, Waldspurger and Mace, P.A.		1,125.50	1 Transactions			
107	DEPT Total:		1,384.22	Planning And Zoning	2 Vendors	3 Transactions	
110	DEPT			Government Buildings			
4356	Full Service Electric Inc						
	01-110-0140-0000-6300		68.77	15W T8 4' LED lamps	18757	Furniture & Equip Maint.	N
4356	Full Service Electric Inc		68.77	1 Transactions			
3663	Kraus Tree Service						
	01-110-0000-0000-6302		300.00	Tree work/trimming	7-19-2026	Care Of Grounds	N
	01-110-0135-0000-6302		100.22	Tree work/trimming	7-19-26	Care Of Grounds	N
	01-110-0136-0000-6302		31.28	Tree work/trimming	7-19-26	Care Of Grounds	N
3663	Kraus Tree Service		431.50	3 Transactions			
5613	MENARDS (CH 33000266)						
	01-110-0041-0000-6300		28.98	Elong. Commercial toilet seat	11127	Furniture & Equip Maint.	N
	01-110-0000-0000-6400		0.29	Tri-fold garbage grabber	11188	Departmental Supplies	N
5613	MENARDS (CH 33000266)		29.27	2 Transactions			
1509	MN ELEVATOR INC						
	01-110-0140-0000-6303		49.69	Replace Rath Batteries (HS Ele	1197632	Elevator Maintenance	N
1509	MN ELEVATOR INC		49.69	1 Transactions			
5644	NOZCO INC						
	01-110-0135-0000-6400		34.29	Extra keys drop box/overhead L	15123	Departmental Supplies	N
	01-110-0136-0000-6400		10.71	Extra keys drop box/overhead L	15123	Departmental Supplies	N
5644	NOZCO INC		45.00	2 Transactions			
2985	PC Janitorial Supply, LLC						
	01-110-0000-0000-6400		78.67	Vac bags/BC/Nitrile Black disp	16805	Departmental Supplies	N
	01-110-0135-0000-6400		59.96	Vac bags/BC/Nitrile Black disp	16805	Departmental Supplies	N
	01-110-0136-0000-6400		18.72	Vac bags/BC/Nitrile Black disp	16805	Departmental Supplies	N
	01-110-0973-0000-6400		66.00	Bowl cleaner	16805	Departmental Supplies	N
	01-110-0000-0000-6400		296.36	TP/X effect/liners/Motion soap	16809	Departmental Supplies	N
	01-110-0135-0000-6400		225.86	TP/X effect/liners/Motion soap	16809	Departmental Supplies	N
	01-110-0136-0000-6400		70.50	TP/X effect/liners/Motion soap	16809	Departmental Supplies	N

TRES#TDA
7/29/2026 3:22:26PM
1 General Revenue Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 5

Vendor		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
2985	PC Janitorial Supply, LLC		816.07	7 Transactions			
110	DEPT Total:		1,440.30	Government Buildings	6 Vendors	16 Transactions	
200	DEPT			Sheriff			
999999000	A.C.E.I.T.						
	01-200-0000-0000-6355		299.00	343 Cartel Traps - training 8/	14072	Training Expense	N
999999000	A.C.E.I.T.		299.00	1 Transactions			
7219	Fuel Graphics Co.						
	01-200-0000-0000-6300		1,070.00	Window tinting for Sheriff's O	5116	Maint for Bldg, Furn & Eq/Maint Cntrct	Y
7219	Fuel Graphics Co.		1,070.00	1 Transactions			
6836	IDENTISYS INC						
	01-200-0134-0000-6610		2,518.61	SO Badge Printer	778832	Co \$200 To < \$5000	N
6836	IDENTISYS INC		2,518.61	1 Transactions			
7930	Lang's Automotive LLC						
	01-200-0000-0000-6310		39.60	#339 Labor, oil ch, shock blow	16372	Vehicle Maintenance	Y
	01-200-0000-0000-6310		71.11	#339 Rotate tires, Parts, supp	16372	Vehicle Maintenance	Y
7930	Lang's Automotive LLC		110.71	2 Transactions			
8521	SEIDL/JASON						
	01-200-0000-0000-6315		15.00	Flags, Uniform maint	07/20/2026	Uniform Maintenance	N
8521	SEIDL/JASON		15.00	1 Transactions			
441	Springfield Advance Press						
	01-200-0000-0000-6240		47.50	FT deputy ad	07/22/2026	Publication/Advertising Expense	N
441	Springfield Advance Press		47.50	1 Transactions			
8501	Streicher's						
	01-200-0000-0000-6450		70.00	AK-undervest shirt	11837116	Uniform Supply	N
8501	Streicher's		70.00	1 Transactions			
6470	VAN HEE MEDIA L.L.C.						
	01-200-0000-0000-6240		48.35	Hanska H, FT deputy ad	35256	Publication/Advertising Expense	N
	01-200-0000-0000-6240		48.35	Comfrey T, FT deputy ad	35256	Publication/Advertising Expense	N
6470	VAN HEE MEDIA L.L.C.		96.70	2 Transactions			

TRES#TDA
7/29/2026 3:22:26PM
1 General Revenue Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 6

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
2813	WEELBORG CHEVROLET LLC						
	01-200-0000-0000-6310		77.21	#333 Parts, oil & filter	169398	Vehicle Maintenance	Y
	01-200-0000-0000-6310		40.00	#333 labor, tire rotation	169398	Vehicle Maintenance	Y
	01-200-0000-0000-6310		6.25	#333 Fees (oil hazard)	169398	Vehicle Maintenance	Y
	01-200-0000-0000-6310		77.21	#336 Parts, oil & filter	169489	Vehicle Maintenance	Y
	01-200-0000-0000-6310		40.00	#336 labor, tire rotation	169489	Vehicle Maintenance	Y
	01-200-0000-0000-6310		6.25	#336 Fees (oil hazard)	169489	Vehicle Maintenance	Y
2813	WEELBORG CHEVROLET LLC		246.92	6 Transactions			
200	DEPT Total:		4,474.44	Sheriff	9 Vendors	16 Transactions	
221	DEPT			County Coroner			
6039	Mn Valley Funeral Home						
	01-221-0000-0000-6266		960.00	EB, removal/transfer to Ramsey	07/22/2026	Coroner Expense-Autopsies	Y
6039	Mn Valley Funeral Home		960.00	1 Transactions			
221	DEPT Total:		960.00	County Coroner	1 Vendors	1 Transactions	
225	DEPT			Dispatch			
62	Galls LLC						
	01-225-0000-0000-6450		401.48	Dispatch, pants	035730614	Uniform Supply	N
	01-225-0000-0000-6450		133.82	BC, dispatch, pants	035744028	Uniform Supply	N
62	Galls LLC		535.30	2 Transactions			
225	DEPT Total:		535.30	Dispatch	1 Vendors	2 Transactions	
250	DEPT			Corrections-Jail			
576	Consolidated Correctional Foodservice						
	01-250-0000-0000-6362		12,208.36	jail meals	2504335	Boarding Prisoners - County	N
576	Consolidated Correctional Foodservice		12,208.36	1 Transactions			
4356	Full Service Electric Inc						
	01-250-0000-0000-6300		264.50	15W T8 4' LED lamps	18756	Furniture & Equip Maint.	N
4356	Full Service Electric Inc		264.50	1 Transactions			
751	GUARDIAN SUPPLY						
	01-250-0000-0000-6450		372.11	Jail, uniform pants	22317	Uniform Supply	N

TRES#TDA
7/29/2026 3:22:26PM
1 General Revenue Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 7

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
751	GUARDIAN SUPPLY		372.11		1 Transactions		
5803	PHYSICIANS GROUP OF NEW ULM LTD						
	01-250-0000-0000-6363		2,000.00	July jail services	072026	Medical Care Of Prisoners	6
5803	PHYSICIANS GROUP OF NEW ULM LTD		2,000.00		1 Transactions		
8501	Streicher's						
	01-250-0000-0000-6450		199.99	jail-uniform pants	11837542	Uniform Supply	N
	01-250-0000-0000-6450		440.86	Jail-uniform shirts	11837569	Uniform Supply	N
8501	Streicher's		640.85		2 Transactions		
250	DEPT Total:		15,485.82	Corrections-Jail	5 Vendors	6 Transactions	
251	DEPT			Probation			
	3093 VOYAGER FLEET SYSTEMS INC						
	01-251-0000-0000-6560		64.88	Gasoline	8690923122630	Gasoline & Oil	N
	01-251-0282-0000-6560		79.55	Gasoline	8690923122630	Gasoline, Diesel And Other Fuels	N
	3093 VOYAGER FLEET SYSTEMS INC		144.43		2 Transactions		
251	DEPT Total:		144.43	Probation	1 Vendors	2 Transactions	
280	DEPT			Emergency Services			
	187 ALPHA WIRELESS COMMUNICATIONS						
	01-280-0000-0000-6300		220.00	programming, 2 radios	34600	Maint for Bldg, Furn & Eq/Maint Cntrct	N
	187 ALPHA WIRELESS COMMUNICATIONS		220.00		1 Transactions		
280	DEPT Total:		220.00	Emergency Services	1 Vendors	1 Transactions	
1	Fund Total:		36,981.79	General Revenue Fund		65 Transactions	

TRES#TDA
7/29/2026 3:22:26PM
6 Public Health Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 8

	<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
481	DEPT				Public Health Nursing			
	187	ALPHA WIRELESS COMMUNICATIONS						
		06-481-0460-0000-6432		220.00	Program-Motrla 800Mhz	34600	Program Supplies	N
	187	ALPHA WIRELESS COMMUNICATIONS		220.00	1 Transactions			
481	DEPT Total:			220.00	Public Health Nursing	1 Vendors	1 Transactions	
6	Fund Total:			220.00	Public Health Fund		1 Transactions	

TRES#TDA
7/29/2026 3:22:26PM
10 Road And Bridge Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 9

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
300	DEPT		Administration			
3471	PV Business Solutions Inc					
	10-300-0000-0000-6240	298.50	26' Osha Journal	59123	Publication/Advertising Expense	N
3471	PV Business Solutions Inc	298.50		1 Transactions		
300	DEPT Total:	298.50	Administration	1 Vendors	1 Transactions	
310	DEPT		Road Maintenance			
3073	Central United Cooperative					
	10-310-0000-0000-6500	119.67	Weedkiller/GuardRails	431755	R & B Supplies & Materials	N
3073	Central United Cooperative	119.67		1 Transactions		
5374	JEBRO INC					
	10-310-0000-0000-6500	15,368.28	CR3 Sealcoat Oil	315599	R & B Supplies & Materials	N
	10-310-0000-0000-6500	14,270.55	CR3 Sealcoat Oil	315604	R & B Supplies & Materials	N
	10-310-0000-0000-6500	15,445.42	CR3 Sealcoat Oil	315611	R & B Supplies & Materials	N
	10-310-0000-0000-6500	759.51	CR23 Sealcoat Oil	315611	R & B Supplies & Materials	N
	10-310-0000-0000-6500	12,846.46	CR4 Sealcoat Oil	315689	R & B Supplies & Materials	N
	10-310-0000-0000-6500	2,776.97	CR3 Sealcoat Oil	315689	R & B Supplies & Materials	N
	10-310-0000-0000-6500	4,290.06	CR4 Sealcoat Oil	315694	R & B Supplies & Materials	N
	10-310-0000-0000-6500	10,627.25	CR3 Sealcoat Oil	315694	R & B Supplies & Materials	N
	10-310-0000-0000-6500	15,053.80	CR4 Sealcoat Oil	315895	R & B Supplies & Materials	N
	10-310-0000-0000-6500	7,731.83	CR4 Sealcoat Oil	315909	R & B Supplies & Materials	N
	10-310-0000-0000-6500	5,138.80	CR32 Sealcoat Oil	315909	R & B Supplies & Materials	N
	10-310-0000-0000-6500	3,281.34	CR34 Seal Coat Oil	316078	R & B Supplies & Materials	N
	10-310-0000-0000-6500	3,281.34	CR33 Seal Coat Oil	316078	R & B Supplies & Materials	N
	10-310-0000-0000-6500	7,541.72	CR27 Seal Coat Oil	316078	R & B Supplies & Materials	N
	10-310-0000-0000-6500	40.00	CR4 Demurrage Charge	316290	R & B Supplies & Materials	N
	10-310-0000-0000-6500	40.00	CR32 Demurrage Charge	316290	R & B Supplies & Materials	N
	10-310-0000-0000-6500	80.00	CR4 Demurrage Charge	316291	R & B Supplies & Materials	N
	10-310-0000-0000-6500	15,558.16	CR27 Seal Coat Oil	316356	R & B Supplies & Materials	N
	10-310-0000-0000-6500	15,374.22	CR27 Seal Coat Oil	316364	R & B Supplies & Materials	N
	10-310-0000-0000-6500	15,392.02	CR27 Seal Coat Oil	316413	R & B Supplies & Materials	N
5374	JEBRO INC	164,897.73		20 Transactions		
2765	Nutrien Ag Solutions					
	10-310-0000-0000-6500	15,529.41	VM Premix.Rd Ditch Weed Sprayi	903689599	R & B Supplies & Materials	N
2765	Nutrien Ag Solutions	15,529.41		1 Transactions		

TRES#TDA
7/29/2026 3:22:26PM
10 Road And Bridge Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 10

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
1027	Runnings ACCT 960140						
	10-310-0000-0000-6500		39.99	CR10 Weed Killer	7609123	R & B Supplies & Materials	N
	10-310-0000-0000-6500		40.00	CR11 Weed Killer	7609123	R & B Supplies & Materials	N
1027	Runnings ACCT 960140		79.99	2 Transactions			
5535	TRAFFIC & PARKING CONTROL CO INC						
	10-310-0000-0000-6500		3,747.75	CR20 Pole Foundation.Radar Spe	SO798158	R & B Supplies & Materials	N
	10-310-0000-0000-6500		3,747.75	CR17 Pole Foundation.Radar Spe	SO798158	R & B Supplies & Materials	N
	10-310-0000-0000-6500		3,747.75	CR16 Pole Foundation.Radar Spe	SO798158	R & B Supplies & Materials	N
	10-310-0000-0000-6500		3,747.75	CR13 Pole Foundation.Radar Spe	SO798158	R & B Supplies & Materials	N
5535	TRAFFIC & PARKING CONTROL CO INC		14,991.00	4 Transactions			
310	DEPT Total:		195,617.80	Road Maintenance	5 Vendors	28 Transactions	
340	DEPT			Equipment Maintenance			
4311	AUTO VALUE NEW ULM						
	10-340-0000-0000-6500		13.44	U109 Air Filter	10518295	R & B Supplies & Materials	N
	10-340-0000-0000-6500		40.22	U13 Filters (3)	10518295	R & B Supplies & Materials	N
4311	AUTO VALUE NEW ULM		53.66	2 Transactions			
4631	C & J Autoglass Inc						
	10-340-0000-0000-6500		370.94	U54 Windshield Install	I041966	R & B Supplies & Materials	N
4631	C & J Autoglass Inc		370.94	1 Transactions			
124	North Central International LLC						
	10-340-0000-0000-6328		9,144.88	U109 Engine Shake Repairs	R217001928:01	Repair & Maint Services	N
	10-340-0000-0000-6500		152.77	U52 Tube Kit	X217008004:01	R & B Supplies & Materials	N
	10-340-0000-0000-6500		281.81	U120 Switch.High/Low	X217008080:01	R & B Supplies & Materials	N
124	North Central International LLC		9,579.46	3 Transactions			
3811	Pomps Tire Service Inc						
	10-340-0000-0000-6328		42.19	U71 Tire Repair	2340021281	Repair & Maint Services	N
	10-340-0000-0000-6328		85.20	U91 Tire Repair	2340021281	Repair & Maint Services	N
	10-340-0000-0000-6328		86.00	U91 Tire Repair	2340021371	Repair & Maint Services	N
	10-340-0000-0000-6328		43.68	U117 Tire Repair	2340021371	Repair & Maint Services	N
	10-340-0000-0000-6500		844.44	U57 New Tires (4)	2340021434	R & B Supplies & Materials	N
	10-340-0000-0000-6328		80.00	U108 Tire Repair	2340021455	Repair & Maint Services	N
3811	Pomps Tire Service Inc		1,181.51	6 Transactions			

TRES#TDA
7/29/2026 3:22:26PM
10 Road And Bridge Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 11

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
1027	Runnings ACCT 960140						
	10-340-0000-0000-6500		29.99	U32 18" Spray Gun	7609270	R & B Supplies & Materials	N
1027	Runnings ACCT 960140		29.99	1 Transactions			
6159	Swanston Equipment Corporation						
	10-340-0000-0000-6500		196.07	U12 Rocker Switch,Cylinder	P25970	R & B Supplies & Materials	N
6159	Swanston Equipment Corporation		196.07	1 Transactions			
6051	Zarnoth Brush Works Inc						
	10-340-0000-0000-6500		798.00	U29 Broce/Superior Broom Refil	0207130-IN	R & B Supplies & Materials	N
	10-340-0000-0000-6500		1,596.00	U28 Broce/Superior Broom Fill	0207130-IN	R & B Supplies & Materials	N
6051	Zarnoth Brush Works Inc		2,394.00	2 Transactions			
340	DEPT Total:		13,805.63	Equipment Maintenance	7 Vendors	16 Transactions	
350	DEPT			Maint & Constr. Unallocated			
628	Locators & Supplies Inc						
	10-350-0000-0000-6500		298.69	Fresh Oil Signs w/Ribs (2)	0328408-IN	R & B Supplies & Materials	N
628	Locators & Supplies Inc		298.69	1 Transactions			
1027	Runnings ACCT 960140						
	10-350-0000-0000-6500		14.99	Safety Gloves	3554937	R & B Supplies & Materials	N
1027	Runnings ACCT 960140		14.99	1 Transactions			
350	DEPT Total:		313.68	Maint & Constr. Unallocated	2 Vendors	2 Transactions	
360	DEPT			Shop Maintenance			
4311	AUTO VALUE NEW ULM						
	10-360-0000-0000-6500		15.99	Floor Dry	10518326	R & B Supplies & Materials	N
4311	AUTO VALUE NEW ULM		15.99	1 Transactions			
5249	CINTAS CORP						
	10-360-0000-0000-6328		46.38	Rug Service.Aug26	4276123226	Repair & Maint Services	N
5249	CINTAS CORP		46.38	1 Transactions			
5005	Gag Sheet Metal						
	10-360-0000-0000-6328		212.66	patch, truck bay at NU	86384	Repair & Maint Services	N

*** Brown County, Minnesota ***



TRES#TDA
7/29/2026 3:22:26PM
10 Road And Bridge Fund

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 12

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
5005	Gag Sheet Metal		212.66	1 Transactions		
6949	MENARDS (HWY 3000276)					
	10-360-0000-0000-6500		79.99	Floor Fan	11128	R & B Supplies & Materials N
6949	MENARDS (HWY 3000276)		79.99	1 Transactions		
269	NAPA AUTO PARTS					
	10-360-0000-0000-6500		4.67	Fuse	961488	R & B Supplies & Materials N
269	NAPA AUTO PARTS		4.67	1 Transactions		
3319	Nippon Sanso Matheson, Inc					
	10-360-0000-0000-6500		72.26	Oxygen	0033591310	R & B Supplies & Materials N
3319	Nippon Sanso Matheson, Inc		72.26	1 Transactions		
1027	Runnings ACCT 960140					
	10-360-0000-0000-6500		10.99	Silicone Sealant	3554937	R & B Supplies & Materials N
1027	Runnings ACCT 960140		10.99	1 Transactions		
360	DEPT Total:		442.94	Shop Maintenance	7 Vendors	7 Transactions
10	Fund Total:		210,478.55	Road And Bridge Fund		54 Transactions

*** **Brown County, Minnesota** ***



TRES#TDA
7/29/2026 3:22:26PM
11 Human Services

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 13

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
454	DEPT				Income Maint			
	4356	Full Service Electric Inc						
		11-454-0140-0000-6300		62.63	15W T8 4' LED lamps	18757	Furniture/Equip/License Maint.	N
	4356	Full Service Electric Inc		62.63	1 Transactions			
	1509	MN ELEVATOR INC						
		11-454-0140-0000-6303		45.25	Replace Rath Batteries (HS Ele	1197632	Elevator Maint.	N
	1509	MN ELEVATOR INC		45.25	1 Transactions			
454	DEPT Total:			107.88	Income Maint	2 Vendors	2 Transactions	
455	DEPT				Social Services			
	4356	Full Service Electric Inc						
		11-455-0140-0000-6300		133.10	15W T8 4' LED lamps	18757	Furniture/Equip/License Maint.-CSB Bldg	N
	4356	Full Service Electric Inc		133.10	1 Transactions			
	1509	MN ELEVATOR INC						
		11-455-0140-0000-6303		96.16	Replace Rath Batteries (HS Ele	1197632	Elevator Maint.CSB Bldg	N
	1509	MN ELEVATOR INC		96.16	1 Transactions			
455	DEPT Total:			229.26	Social Services	2 Vendors	2 Transactions	
11	Fund Total:			337.14	Human Services		4 Transactions	

TRES#TDA
7/29/2026 3:22:26PM
18 Park Fund

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 14

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
550	DEPT			Parks And Recreation			
2153	A H Hermel Company 18-550-0903-0000-6400		72.25	MC Bath tissue	1125540	Departmental Supplies	N
2153	A H Hermel Company		72.25	1 Transactions			
3637	HAGE/LYNN 18-550-0000-0000-6560		675.75	LH LP caretake house reimb	7/24/2026	Gasoline & Oil	N
3637	HAGE/LYNN		675.75	1 Transactions			
6984	Menards (PRK 33000272) 18-550-0000-0000-6564		151.27	LD lumber, screw, joist hanger	11229	Park Maint & Supplies	N
	18-550-0000-0000-6400		32.17	LH Paint, cleaners	11232	Departmental Supplies	N
6984	Menards (PRK 33000272)		183.44	2 Transactions			
5164	Nilson Heating & Air Conditioning 18-550-0000-0000-6328		105.00	LH Clean filters,check Refrige	43052	Serv/Repair-Maint	N
5164	Nilson Heating & Air Conditioning		105.00	1 Transactions			
1960	Runnings ACCT 980028 18-550-0000-0000-6400		29.45	LH new lock-log cabin	7613777	Departmental Supplies	N
1960	Runnings ACCT 980028		29.45	1 Transactions			
6470	VAN HEE MEDIA L.L.C. 18-550-0000-0000-6240		95.30	Comfrey T, LH Park Manager ads	35257	Publication/Advertising Expense	N
	18-550-0000-0000-6240		95.30	Hansak H, LH Park Manager ads	35257	Publication/Advertising Expense	N
6470	VAN HEE MEDIA L.L.C.		190.60	2 Transactions			
550	DEPT Total:		1,256.49	Parks And Recreation	6 Vendors	8 Transactions	
18	Fund Total:		1,256.49	Park Fund		8 Transactions	

*** Brown County, Minnesota ***



TRES#TDA
7/29/2026 3:22:26PM
37 Capital Improvement Fund

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 15

Vendor		Name	Rpt	Warrant Description		Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name		
250	DEPT			Corrections-Jail				
	161	Klassen Mechanical Inc						
		37-250-0135-0000-6600	10,728.98	Sheriff share AC/Mini split ja	42	Co \$5000 Or >		N
		37-250-0136-0000-6600	3,349.20	NUPD share AC/Mini split jail	42	Co \$5000 Or >		N
	161	Klassen Mechanical Inc	14,078.18	2 Transactions				
250	DEPT Total:		14,078.18	Corrections-Jail	1 Vendors	2 Transactions		
37	Fund Total:		14,078.18	Capital Improvement Fund		2 Transactions		

TRES#TDA
7/29/2026 3:22:26PM
50 Opioid Settlement

*** **Brown County, Minnesota** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 16

	<u>Vendor Name</u>		<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
151	DEPT				Non-Departmental (Non-Budgeted)			
	1740	Heart of New Ulm						
		50-151-0000-0000-6834		25,000.00	Opioid Stlmnt-MHConf-HONU	5/31/26	Opioid Settlement - Grant Payments	N
	1740	Heart of New Ulm		25,000.00	1 Transactions			
	7359	Southern MN Crisis Nursery						
		50-151-0000-0000-6834		55,000.00	Opioid Stlmnt-Ivy House	6/30/26	Opioid Settlement - Grant Payments	N
	7359	Southern MN Crisis Nursery		55,000.00	1 Transactions			
151	DEPT Total:			80,000.00	Non-Departmental (Non-Budgeted)	2 Vendors	2 Transactions	
50	Fund Total:			80,000.00	Opioid Settlement		2 Transactions	
	Final Total:			343,352.15	73 Vendors	136 Transactions		

*** Brown County, Minnesota ***



Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	36,981.79	General Revenue Fund	
	6	220.00	Public Health Fund	
	10	210,478.55	Road And Bridge Fund	
	11	337.14	Human Services	
	18	1,256.49	Park Fund	
	37	14,078.18	Capital Improvement Fund	
	50	80,000.00	Opioid Settlement	
	All Funds	343,352.15	Total	Approved by,
				
				



CONSENT AGENDA

Originating Department: Auditor-Treasurer

Item: 2026 Joint Powers Recount Agreements

Background:

Ratify the Auditor-Treasurer's signature on the Joints Powers Deputy Recount Official Agreements for the 2026 State Primary Election (Contract #294285) and 2026 State General Election (Contract #294286) on behalf of Brown County.

Each agreement is between the State of Minnesota and the County Auditor of each of the Counties listed in the attached Appendix A document, naming them as Governmental Units to act as a Deputy Recount Official in the event the State deems a recount necessary, pursuant to Minnesota Statutes, section 204C.35, subd. 1 and Minnesota Rules, part 8235.0200, for the 2026 primary and general elections.

The Government Unit shall conduct the recount in accordance with all applicable Minnesota laws and rules and the Minnesota Recount Guide, which are attached as Appendices B, C, and D, respectively, as well as any additional information or guidance the State provides.

Compensation will be four cents (\$.04) for each ballot sorted and counted under Minnesota Rules, part 8235.0800 in the course of a recount covered by the agreements, with a minimum payment of \$100.

A recount, if necessary, will be held as soon as permitted under Minnesota law at a TBD location in the Brown County Courthouse.

Attachments include Joint Powers Agreements for the State Primary and for the State General Election, Appendix A (governmental units), Appendix B (recount statutes) and Appendix C (recount rules).

All documents were sent to the County Attorney for review.

Supporting Documents:

1. 2026 Primary_001_Revised JPA
2. 2026 General_001 JPA
3. Appendix A
4. Appendix B
5. Appendix C
6. Appendix D



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 294285

This Agreement is between the State of Minnesota, acting through its Secretary of State, Steve Simon, of the Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the Municipal Clerk of each of the cities or towns listed in Appendix A.¹ ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 and Minnesota Rules, part 8235.0200, for the 2026 primary election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 13, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: September 30, 2026 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Pursuant to Minnesota Rules, part 8235.0200, the State shall designate all Governmental Units who enter into this agreement, as listed in Appendix A (which may be updated from time to time) as Recount Officials for the purpose of conducting any recount required under Minnesota Statutes section 204C.35 related to the August 2026 state primary election. The Governmental Unit shall perform the recount of any votes cast in the county or city or town in which the Governmental Unit is the County Auditor or Municipal Clerk respectively and in any additional jurisdiction mutually agreed upon by Governmental Unit and the State. The Governmental Unit shall conduct the recount in accordance with all applicable Minnesota laws and rules and the Minnesota Recount Guide, which are attached to this agreement as Appendices B, C and D, respectively, as well as any additional information or guidance the State provides.

The Governmental Unit shall begin the recount as soon as permitted under Minnesota law and shall continue it until (1) all ballots in the jurisdictions being counted by the Governmental Unit are counted or designated as challenged or (2) an election contest is filed in any of these elections and the court takes jurisdiction of the matter, whichever comes first. Should an election contest be filed, the State may cancel this agreement immediately, and without any payment to the Governmental Unit beyond what has already been incurred.

The Governmental Unit shall complete the recount pursuant to any deadlines required under law and, if no deadlines exist, as soon as practicable. At the conclusion of the recount process in the county or city, the

¹ Appendix A is on file with the State and can be provided upon request.

Governmental Unit shall, at the expense of the State, deliver results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election to the State by personal delivery or express courier, to the State at the following address:

Office of the Minnesota Secretary of State
Elections Division
First National Bank Building
332 Minnesota Street, Suite N201
Saint Paul, MN 55101

3. **Payment**

- a) **Compensation.** Governmental Unit will be paid four cents for each ballot sorted and counted under Minnesota Rules, part 8235.0800 in the course of any recount covered by this agreement, with a minimum payment of \$100. The State will provide the Governmental Unit with a reimbursement form for the Governmental Unit to submit detailing the number of ballots handled. This total will be verified by the State prior to issuing payment.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this Agreement will not exceed \$50,000 for all Governmental Units.

4. **Authorized Representatives**

The State's Authorized Representative is Paul Linnell, Director of Elections, Veterans Services Building, 20 W 12th Street, Suite 210, St. Paul, MN 55155, 651-556-0647, or his/her successor.

The Governmental Unit's Authorized Representative is the County Auditor or Municipal Clerk who has signed the agreement listed in Appendix A who has signed this Agreement, or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors, except that the Governmental Unit may designate one more deputy recount officials under Minnesota Rules, part 8235.0700.
- 5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

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

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

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

9. Venue

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

10. Termination

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

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

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

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification

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

Print Name: Jennifer Kurz

Signature: Jennifer Kurz

Title: Fiscal Svcs Supv Date: 7/27/2026

SWIFT Contract No. 294285/PO65301-300000

* Funds encumbered 7/24/2026

2. Governmental Unit

Print Name: Kelly Hotovec

Signature: Kelly Hotovec

Title: Auditor-Treasurer Date: 7/29/26

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 294286

This Agreement is between the State of Minnesota, acting through its Secretary of State, Steve Simon, of the Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the Municipal Clerk of each of the cities or towns listed in Appendix A.¹ ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 and Minnesota Rules, part 8235.0200, for the 2026 general election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

Agreement

1. Term of Agreement

- 1.1 Effective Date: September 30, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Pursuant to Minnesota Rules, part 8235.0200, the State shall designate all Governmental Units who enter into this agreement, as listed in Appendix A (which may be updated from time to time) as Recount Officials for the purpose of conducting any recount required under Minnesota Statutes section 204C.35 related to the November 2026 state general election. The Governmental Unit shall perform the recount of any votes cast in the county or city or town in which the Governmental Unit is the County Auditor or Municipal Clerk respectively and in any additional jurisdiction mutually agreed upon by Governmental Unit and the State. The Governmental Unit shall conduct the recount in accordance with all applicable Minnesota laws and rules and the Minnesota Recount Guide, which are attached to this agreement as Appendices B, C and D, respectively, as well as any additional information or guidance the State provides.

The Governmental Unit shall begin the recount as soon as permitted under Minnesota law and shall continue it until (1) all ballots in the jurisdictions being counted by the Governmental Unit are counted or designated as challenged or (2) an election contest is filed in any of these elections and the court takes jurisdiction of the matter, whichever comes first. Should an election contest be filed, the State may cancel this agreement immediately and without any further payment to the Governmental Unit beyond what has already been incurred.

The Governmental Unit shall complete the recount pursuant to any deadlines required under law and, if no deadlines, exist as soon as practicable. At the conclusion of the recount process in the county or city, the

¹ Appendix A is on file with the State and can be provided upon request.

Governmental Unit shall, at the expense of the State, deliver results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election to the State by personal delivery or express courier, to the State at the following address:

Office of the Minnesota Secretary of State
Elections Division
First National Bank Building
332 Minnesota Street, Suite N201
Saint Paul, MN 55101

3. **Payment**

- a) **Compensation.** Governmental Unit will be paid four cents for each ballot sorted and counted under Minnesota Rules, part 8235.0800 in the course of any recount covered by this agreement, with a minimum payment of \$100. The State will provide the Governmental Unit with a reimbursement form for the Governmental Unit to submit detailing the number of ballots handled. This total will be verified by the State prior to issuing payment.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this Agreement will not exceed \$130,000 for all Governmental Units.

4. **Authorized Representatives**

The State's Authorized Representative is Paul Linnell, Director of Elections, Veterans Services Building, 20 W 12th Street, Suite 210, St. Paul, MN 55155, 651-556-0647, or his successor.

The Governmental Unit's Authorized Representative is the County Auditor or Municipal Clerk listed in Appendix A who has signed the agreement, or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors, except that the Governmental Unit may designate one more deputy recount officials under Minnesota Rules, part 8235.0700.
- 5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

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

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

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

9. Venue

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

10. Termination

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

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

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

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification

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

Print Name: Jennifer Kurz

Signature: Jennifer Kurz

Title: Fiscal Supv Date: 7/23/2016

SWIFT Contract No. 294286/POG5301-300005635

2. Governmental Unit

Print Name: Kelly Hatovec

Signature: Kelly Hatovec

Title: Auditor-Treasurer Date: 7/29/2016

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

County	Deputy Recount Official	Phone	Email	Building Name	Room Number/Name	Street Address	City	State	Zip	Number of Teams
Aitkin	Kathleen Ryan	218-927-7354	auditor@aitkincountymn.gov	Aitkin County Government Center	Board Room	307 2nd Street NW	Aitkin	MN	56431	3
Anoka	Tom Hunt	763-324-1304	tom.hunt@anokacountymn.gov	Anoka County Government Center	Suite 160	2100 3rd Ave	Anoka	MN	55303	10
Becker	Mary Hendrickson	218-846-7311	mary.hendrickson@beckercountymn.gov	Becker County Courthouse	2nd Floor Meeting Room - Original	915 Lake Avenue	Detroit Lakes	MN	56501-034	2
Beltrami	JoDee Treat	218-333-8448	edie.frantzen@co.beltrami.mn.us	Beltrami County Administration	220	701 Minnesota Ave NW	Bemidji	MN	56601	1-2 (depending on size of precinct)
Benton	Christine Scherbing	3209685006	elections@co.benton.mn.us	Benton County Government Center	County Board Room	531 Dewey St	Foley	MN	56379	4
Big Stone	Holly Wellendorf	320-839-6366	elections@bigstonecounty.gov	Big Stone County Courthouse	2nd Floor Meeting	20 2nd Street SE	Ortonville	MN	56278	3
Blue Earth	Michael Stalberger	507-304-4341	bec.elections@blueearthcountymn.gov	Historic Courthouse	Elections Office Room	204 S 5th St	Mankato	MN	56001	At least 3 teams
Brown	Kelly Hotovec	507-233-6617	kelly.hotovec@browncountymn.gov	Brown County Law Enforcement Center	Training Room - basement level	15 Washington St S	New Ulm	MN	56073	2
Carlton	Kevin DeVriendt	218-384-9127	kevin.devriendt@carltoncountymn.gov	Carlton County Historic Courthouse	3rd Floor Board Room 302	301 Walnut Ave	Carlton	MN	55718	4
Carver	Kendra Olson	612-300-0350 (work)	kolson@carvercountymn.gov	Carver County Government Center	Township Hall	600 E 4th Street	Chaska	MN	55318	3
Cass	Pamela Smith	(218)547-7295	pamela.smith@casscountymn.gov	Cass County	Commissioner's Room	303 Minnesota Avenue W	Walker	MN	56484	4
Chippewa	Michelle May	3202697447	michelle.may@chippewacountymn.gov	Chippewa County Courthouse	Assembly Room	629 N. 11th Street	Montevideo	MN	56265	2
Chisago	Bridgitte Konrad	651-213-8509	bridgite.konrad@chisagocountymn.gov	Chisago County Government Center	150B	313 North Main Street	Center City	MN	55012	4
Clay	Lori J Johnson	218-299-5262	lori.johnson@claycountymn.gov	Government Center	Training Room	3510 12th Ave S	Moorhead	MN	56560	4
Clearwater	Allen Paulson	2186946520	allen.paulson@clearwatercountymn.gov	Clearwater County Courthouse	Auditor's Office	213 Main Ave N	Bagley	MN	56621	1
Cook	Braidy Powers	218-387-3646	braidy.powers@cookcountymn.gov	Cook County Courthouse	Commissioner's Room	411 West 2nd Street	Grand Marais	MN	55604	Three
Cottonwood	Carolyn Rempel	507-831-1905	carolyn.rempel@cottonwoodcountymn.gov	Cottonwood County Courthouse	1	900 3rd Avenue	Windom	MN	56101	2
Crow Wing	Jory Danielson	2188241049	jory.danielson@crowwing.gov	Crow Wing County Historic Courthouse	3rd Floor Elections	326 Laurel St.	Brainerd	MN	56401	6
Dakota	Michelle Blue	6514384314	Michelle.blue@co.dakota.mn.us	Dakota County Administration Center	Elections Suite 2300	1590 Highway 55	Hastings	MN	55033	4
Dodge	Sarah Johnson	507-635-6238	sarah.johnson@dodgecountymn.gov	Government Services Building	Board Room	721 N Main St	Mantorville	MN	55955	2
Douglas	Vicki Doehling	320-762-3077	elections@co.douglas.mn.us	Douglas County Administration Building	County Board Room	421 Cedar St	Alexandria	MN	56308	1 - 6
Faribault	Kim Poole	507-526-6214	kim.poole@faribaultcountymn.gov	Faribault County Courthouse	Auditor Office	415 N Main	Blue Earth	MN	56013	1
Fillmore	Heather Broadwater	507-765-3811	hbroadwater@co.fillmore.mn.us	Fillmore County Courthouse	CR 102U	101 Fillmore St	Preston	MN	55965	1-2

Freeborn	Amy Conner	507-377-5121	amy.conner@co.freeborn.mn.us	Freeborn County Government Center	Freeborn Room	411 Broadway ST	Albert Lea	MN	56007	4 Teams
Goodhue	Micki Otto	6513853038	micki.otto@goodhuecountymn.gov	Government Center	Room 308	509 W 5th St	Red Wing	MN	55066	2
Grant	Chad Van Santen	218-685-8236	auditor@grantcountymn.gov	County Courthouse	First Floor Meeting	10 2nd Street NE	Elbow Lake	MN	56531	1
Hennepin	Virginia Gelms	612-348-5151	hc.vote@hennepin.us	625 Building	Auditorium	625 4th Ave S.	Minneapolis	MN	55415	25
Houston	Polly Heberlein	507-725-5815	pheberlein@hocomn.gov	Houston County Courthouse	Room 116	304 S. Marshall St.	Caledonia	MN	55921	1
Hubbard	Marie Knutson	218-732-2248	marie.knutson@hubbardcounty.gov	Hubbard County Government Center (Courthouse)	Government Center Board Room, #324	301 Court Ave	Park Rapids	MN	56470	unknown
Isanti	Angie Larson	763-689-1644	elections@co.isanti.mn.us	Isanti County Government Center	Finance and Property Services	555 18th Ave SW	Cambridge	MN	55008	5
Itasca	Katharine Johnson	218-327-2849	Katharine.Johnson@ItascaCountyMN.gov	Itasca County Courthouse	121	123 NE 4th St	Grand Rapids	MN	55744	2
Jackson	Kevin Nordquist	5078472763	elections@co.jackson.mn.us	Jackson County Courthouse	Auditor/Treasurer's Office	405 4th Street	Jackson	MN	56143	2
Kanabec	Kelly Christianson	(320) 679-6430	kelly.christianson@kanabeccountymn.gov	Kanabec County Courthouse	Meeting Rooms 3/4	317 Maple Ave East	Mora	MN	55051	3
Kandiyohi	Lisa Weiss	320-231-6202	lisa.weiss@kcmn.us	Kandiyohi County Office Building	Lower Level	400 Benson Ave SW	Willmar	MN	56201	2 teams
Kittson	Shirley Swenson	2188433499	sswenson@kittsonmn.gov	Kittson County Courthouse	Ste 214	410 5th St S	Hallock	MN	56728	1
Koochiching	Joan Nelson	218-283-1112	jnelson@koochiching.gov	Koochiching County Courthouse	Auditor's Office	715 4th St	International Falls	MN	56649	1
Lac qui Parle	Kelly Vaala	320-598-7444	vote@lqpcomn.gov	Lac qui Parle County Courthouse	Commissioner's Room	600 6th St	Madison	MN	56256	3 teams
Lake	Ronelle Radle	218-834-8315	LakeCo.Elections@lakecountymn.gov	Lake County Courthouse	Auditor's Office	601 3rd Ave	Two Harbors	MN	55616	2
Lake of the Woods	Anna Sanchez	218-634-2836	anna_s@co.lotw.mn.us	Lake of the Woods County Government Center	Commissioners Room	206 8th Ave SE	Baudette	MN	56623	2
Le Sueur	Carol Blaschko	507-357-2251	carol.blaschko@lesueurcounty.gov	Le Sueur County Government Center	Commissioners Board Room	88 South Park Avenue	Le Center	MN	56057	2
Lincoln	Deb Vierhuf	507-694-1134	dvierhuf@lincolncountymn.gov	Lincoln County Courthouse	Assembly Room	319 N Rebecca St	Ivanhoe	MN	56142	2
Lyon	John Xiong	507-537-6050	johnxiong@co.lyon.mn.us	Lyon County Government Center	201	607 W Main St	Marshall	MN	56258	2
Mahnomen	Brenda K. Lundon	(218) 935-5669	elections@mahnomencounty.gov	Mahnomen County Courthouse	Basement Meeting Room	311 N Main St	Mahnomen	MN	56589	2
Marshall	Scott Peters	218-745-4851	scott.peters@marshallcountymn.gov	County Courthouse	Meeting Room #1	208 E Colvin Ave	Warren	MN	56762	2
Martin	Michael Forstner	507-238-3272	michael.forstner@martincountymn.gov	Martin County Courthouse	Commissioner Board Room	201 Lake Ave	Fairmont	MN	56031	1
McLeod	Janet B. Betsinger	320-864-1203	janet.betsinger@mcleodcountymn.gov	McLeod County Government Center	Martin McLeod Board Room	520 Chandler Avenue North	Glencoe	MN	55336	2-3
Meeker	Holly Nelson	320-693-5212	holly.nelson@co.meeker.mn.us	Meeker County Government Center	Suite 150	114 N Holcombe Ave	Litchfield	MN	55355	1
Mille Lacs	Brenda Eklund	320-983-8302	brenda.eklund@millelacs.mn.gov	Historic Courthouse	Conference Room	635 2nd St SE	Milaca	MN	56353	2
Morrison	Shannon Coyle	320 632 0137	elections@morrisoncountymn.gov	Morrison County Government Center	Auditor/Treasurer	213 SE 1st Ave	Little Falls	MN	56345	1

Mower	Scott Felten	507-437-9457	scott.felten@mowercountymn.gov	Mower County Government Center	Old Recorder's Vault	201 1st Street NE	Austin	MN	55912	3-5
Murray	Heidi E. Winter	5078361152	heidi.winter@murraycountymn.gov	Murray County Government Center	Commissioner Room	2500 28th Street	Slayton	MN	56172	2 teams (4 judges)
Nicollet	Jaci Kopet	507-934-7800	jaci.kopet@co.nicollet.mn.us	Nicollet County Government Center	Board of Commissioners	501 S Minnesota Ave	St Peter	MN	56082	4
Nobles	Cathy Roos	5072955258	croos@co.nobles.mn.us	Nobles County Government Center	Farmers Room	315 Tenth Street	Worthington	MN	56187	4 (8 judges)
Norman	Amanda Riegert	218-784-5471	amanda.riegert@normanmn.gov	Norman County Courthouse	Auditor-Treasurer	16 3rd Ave E	Ada	MN	56510	4
Olmsted	Luke Turner	5073287651	luke.turner@olmstedcounty.gov	2122 Campus DR	Suite 300	2122 Campus Dr Se Suite 300	Rochester	MN	55901	6
Otter Tail	Dawn Godel	218 998 8037	dgodel@ottertailcounty.gov	Government Services Center	Elections	510 West Fir Ave	Fergus Falls	MN	56537	4
Pine	Mary J Lindala	320-591-1668	mary.lindala@pinecountymn.gov	Pine County Courthouse	Suite 240	635 Northridge Drive NW	Pine City	MN	55063	48
Pipestone	Amanda Baarson Sandy	5078251140	auditor.office@pipestonecounty.gov	Pipestone County Courthouse	Community Room	416 S Hiawatha Ave	Pipestone	MN	56164	1 (or as needed)
Polk	Samuel Melbye	218-281-2554	elections@polkcountymn.gov	Polk County Government Center	Board Room	612 N Broadway	Crookston	MN	56716	2
Pope	Stephanie Rust	320-634-7706	stephanie.rust@popecountymn.gov	Pope County Courthouse	Community Room	130 East Minnesota Ave	Glenwood	MN	56334	1
Ramsey	Tracy West, David Triplett or Christina Tvedten	651-266-2206-D	david.triplett@ramseycountymn.gov	Plato	Plato Conference Room	90 Plato Blvd W	St Paul	MN	55105	6-8 depending
Red Lake	Kyle Thibert	218-253-2598	kthibert@co.red-lake.mn.us	Red Lake County Courthouse	Commissioners Boardroom	124 Langevin Ave N	Red Lake Falls	MN	56750	1
Redwood	Jean Price	507-637-4013	jean_p@redwoodcounty-mn.gov	Government Center	Board Room	403 S Mill St	Redwood Falls	MN	56283	1
Renville	Heather Weis	320-523-2071	heather.weis@renvillecountymn.gov	Renville County Courthouse	Suite 202	500 E Depue Ave	Olivia	MN	56277	2
Rice	Denise M Anderson	507-332-6104	denise.anderson@ricecountymn.gov	Rice County Govt Services Building	Training Room	320 3rd St NW	Faribault	MN	55021	4
Rock	Ashley Kurtz	507-283-5060	ashley.kurtz@rockmn.gov	Rock County Courthouse	Herreid Board	204 E Brown St	Luverne	MN	56156	2
Roseau	Martha Monsrud	218-463-1282	martie@co.roseau.mn.us	Roseau County Courthouse	Board room	606 5th Ave SW	Roseau	MN	56751	2 to 4
Scott	Julie Hanson	952-496-8057	jhanson@co.scott.mn.us	Scott County Government Center	GW166/167/170	200 Fourth Ave W	Shakopee	MN	55379	10
Sherburne	Loraine Rupp	763-765-4363	loraine.rupp@co.sherburne.mn.us	Sherburne County Government Center	Maple	13880 Business Center Dr NW	Elk River	MN	55330	1
Sibley	Jennie Radloff	507-237-4070	Jennieradloff@sibleycounty.gov	Sibley County Courthouse	Auditor-Treasurer's Office	400 Court Ave	Gaylord	MN	55334	2
St. Louis	Nancy Nilsen	218-726-2385	elections@stlouiscountymn.gov	Courthouse	Room 202, Commissioner	100 N. 5th Ave W.	Duluth	MN	55802	6
Stearns	Randy Schreifels	320-656-3920	elections@stearnscountymn.gov	Stearns County Service Center	1104 B/C/D	3301 County Road 138	Waite Park	MN	56320	6
Steele	Jennifer Mueller	507-444-7410	jennifer.mueller@steelecountymn.gov	Steele County Administration Center	Board Room	630 Florence Ave	Owatonna	MN	55060	26

Stevens	Stephanie Buss	320-208-6566	stephaniebuss@co.stevens.mn.us	County Courthouse	Suite 303	400 Colorado Ave	Morris	MN	56267	1
Swift	Sarah Jaeger	320.843.6100	sarah.jaeger@swiftmn.us	Swift County Courthouse	Auditor / Treasurer	301 14th Street North	Benson	MN	56215	74
Todd	Jolene Sabrowsky	3207324414	jolene.sabrowsky@toddcountymn.gov	Todd County Historic Courthouse	Commissioner's Boardroom	215 1st Avenue S	Long Prairie	MN	56347	2
Traverse	Kit Johnson	3204227740	kit.johnson@traversecountymn.gov	Traverse County Courthouse Annex	Board room	702 2nd Ave N	Wheaton	MN	56296	1
Wabasha	Amanda Kiefer	651-565-2648	election@co.wabasha.mn.us	Courthouse	Commissioner's	625 Jefferson Ave	Wabasha	MN	55981	2
Wadena	Heather Olson	218-631-7784	heather.olson@wcmn.us	Wadena County Court house	Auditor/Treasurer	415 Jefferson St S	Wadena	MN	56482	22
Waseca	Tamara J. Spooner	507.835.0610	tammy.spooner@wasecacounty.gov	Waseca County Courthouse	CH Conference Room	307 N State St	Waseca	MN	56093	2 teams
Washington	Matt Moore	651-430-8271	matt.moore@washingtoncountymn.gov	Washington County Government Center	LL Conference Room	14949 62nd St. N.	Stillwater	MN	55082	12-16
Watonwan	Kelly Pauling	507-375-1210	kelly.pauling@watonwancountymn.gov	Watonwan County Human Services	Community Room	715 2nd Ave S	St. James	MN	56081	Three
Wilkin	Matthew Walberg	218-643-7165	mwalberg@wilkincounty.gov	Wilkin County Courthouse	Commissioner's	300 5th St. S.	Breckenridge	MN	56520	2
Winona	Chelsi Wilbright	507-457-6322	cwilbright@winonacounty.gov	County Office Building	Auditor-Treasurer's Office	202 W 3rd St	Winona	MN	55987	only as many as we're required to have
Wright	Lindsey Meyer	763-684-8602	lindsey.meyer@wrightcountymn.gov	Wright County Government Center	1200	3650 Braddock Ave NE	Buffalo	MN	55313	5-6
Yellow Medicine	Janel Timm	320-564-3132	janel.timm@co.ym.mn.gov	Yellow Medicine County Government Center	County Boardroom	180 8th Ave	Granite Falls	MN	56241	2

2025 Minnesota Statutes

Authenticate  PDF

204C.35 FEDERAL, STATE, AND JUDICIAL RACES.

§ Subdivision 1. **Publicly funded recounts.** (a) In a state primary when the difference between the votes cast for the candidates for nomination to:

- (1) a state legislative office is less than one-half of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; or
- (2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office is less than one-quarter of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less;

and the difference determines the nomination, the canvassing board with responsibility for declaring the results for that office shall manually recount the vote upon receiving a written request from the candidate whose nomination is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the nomination, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. This written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the primary for which the recount is being sought.

(b) In a state general election when the difference between the votes of a candidate who would otherwise be declared elected to:

- (1) a state legislative office is less than one-half of one percent of the total number of votes counted for that office or is ten votes or less and the total number of votes cast for the office is 400 votes or less; or
- (2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office and the votes of any other candidate for that office is less than one-quarter of one percent of the total number of votes counted for that office or is ten votes or less if the total number of votes cast for the office is 400 votes or less,

the canvassing board shall manually recount the votes upon receiving a written request from the candidate whose election is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the general election, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. Except as provided in subdivision 2b, the written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the election for which the recount is being sought.

(c) A recount must not delay any other part of the canvass. The results of the recount must be certified by the canvassing board as soon as possible.

(d) Time for notice of a contest for an office which is recounted pursuant to this section shall begin to run upon certification of the results of the recount by the canvassing board.

Subd. 2. **Discretionary candidate recounts.** (a) A losing candidate whose name was on the ballot for nomination or election to a statewide federal office, state constitutional office, statewide judicial office, congressional office, state legislative office, or district judicial office may request a recount in a manner provided in this section at the candidate's own expense when the vote difference is greater than the difference required by this section. The votes shall be manually recounted as provided in this section if the candidate files a request during the time for filing notice of contest of the primary or election for which a recount is sought.

(b) The requesting candidate shall file with the filing officer a bond, cash, or surety in an amount set by the filing officer for the payment of the recount expenses. The requesting candidate is responsible for the following expenses: the compensation of the secretary of state, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who

participate in the recount; necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

(c) A discretionary recount of a primary must not delay delivery of the notice of nomination to the winning candidate under section [204C.32](#).

(d) The requesting candidate may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must determine the expenses for those precincts in the manner provided by paragraph (b).

(e) The results of the recount must be certified by the canvassing board as soon as possible.

(f) If the winner of the race is changed by the optional recount, the cost of the recount must be paid by the jurisdiction conducting the recount.

(g) If a result of the vote counting in the manual recount is different from the result of the vote counting reported on election day by a margin greater than two votes and greater than one-quarter of one percent of the number of ballots counted, the cost of the recount must be paid by the jurisdiction conducting the recount.

Subd. 2a. **Constitutional amendment recount.** In a state general election when the difference between the number of "yes" votes cast on ratification of a proposed constitutional amendment is within one-quarter percent of the number of all other ballots cast at the election, the canvassing board shall manually recount the votes on that question, including the number of "yes" or "no" votes on the question, and the number of ballots that did not cast a vote on the question. The results of the recount must be certified by the canvassing board as soon as possible.

Subd. 2b. **Recount for presidential electors.** Any request for recount for the election of presidential electors, whether publicly funded or discretionary, must be made by 5 p.m. on the day after the canvass is completed. Any recount of votes under this section for the election of presidential electors must be completed and certified by the canvassing board no later than six days after the recount is requested.

Subd. 3. **Scope of recount.** A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office or question to be recounted. Only the ballots cast in the election and the summary statements certified by the election judges may be considered in the recount process. Original ballots that have been duplicated under section [206.86, subdivision 5](#), are not within the scope of a recount and must not be examined except as provided by a court in an election contest under chapter 209.

Subd. 4. **Filing officer.** For the purposes of this section, the secretary of state is the filing officer for candidates for all federal offices and for state offices voted on in more than one county. The county auditor is the filing officer for state offices voted on in only one county.

Subd. 5. **Challenged ballots.** Notwithstanding any law to the contrary, a canvassing board may direct a recount official to make images of ballots challenged by a candidate in a recount available to the public.

History: [1981 c 29 art 5 s 35](#); [1981 c 187 s 1](#); [1983 c 253 s 17](#); [1989 c 291 art 1 s 14](#); [1990 c 486 s 1](#); [1993 c 68 s 1](#); [1998 c 254 art 2 s 24](#); [1Sp2001 c 10 art 18 s 28](#); [2004 c 293 art 2 s 27](#); [2008 c 336 s 2,3](#); [2010 c 201 s 44,45](#); [2013 c 131 art 2 s 37,38](#); [2015 c 70 art 1 s 42,43](#); [1Sp2021 c 12 art 4 s 12,13](#); [2023 c 62 art 4 s 97](#); [2024 c 112 art 2 s 32-34](#)

Official Publication of the State of Minnesota
Revisor of Statutes

CHAPTER 8235
SECRETARY OF STATE
RECOUNTS

- 8235.0200 RECOUNTS.
- 8235.0300 NOTICE.
- 8235.0400 SECURING BALLOTS AND MATERIALS.
- 8235.0600 FACILITIES AND EQUIPMENT.
- 8235.0700 GENERAL PROCEDURES.
- 8235.0800 COUNTING AND CHALLENGING BALLOTS.
- 8235.1100 CANVASSING BOARD.
- 8235.1200 SECURITY DEPOSIT.

8235.0200 RECOUNTS.

This chapter establishes procedures for the conduct of all publicly funded and discretionary recounts provided for in Minnesota Statutes, sections 204C.35 and 204C.36. The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The county auditor or auditor's designee shall conduct recounts for county offices. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal governing body. The school district clerk or clerk's designee is the recount official for recounts conducted by the school board, or by a school district canvassing board as provided in Minnesota Statutes, section 205A.10, subdivision 5. A recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk by mutual consent. When the person who would otherwise serve as recount official is a candidate or is the spouse, child, parent, grandparent, grandchild, stepparent, stepchild, sibling, half-sibling, or stepsibling of a candidate for the office to be recounted, the appropriate canvassing board shall select a county auditor or municipal clerk from another jurisdiction to conduct the recount. "Legal adviser" means counsel to the recount official and the canvassing board for the office being recounted. The scope of a publicly funded or discretionary recount is limited to the recount of the ballots cast and the declaration of the person nominated or elected. The ballots in the envelope labeled "Original ballots from which duplicates are to be or were made" are not within the scope of the recount and this envelope must not be opened during the recount.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 12 SR 2215; 17 SR 8; 34 SR 1561; 38 SR 1368*

Published Electronically: *May 1, 2014*

8235.0300 NOTICE.

Within 24 hours after determining that a publicly funded recount is authorized and requested, or within 48 hours of receipt of a written request for a discretionary recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 19 SR 593; 38 SR 1368*

Published Electronically: *May 1, 2014*

8235.0400 SECURING BALLOTS AND MATERIALS.

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on election day may be processed as required by part 8200.2700. All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0500 [Repealed, 34 SR 1561]

Published Electronically: *May 26, 2010*

8235.0600 FACILITIES AND EQUIPMENT.

All recounts must be accessible to the public. In a multicounty recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0700 GENERAL PROCEDURES.

At the opening of a recount the recount official or legal adviser shall present the procedures contained in this rule for the recount. The custodian of the ballots shall make available to the recount official the precinct summary statements, the precinct boxes or the sealed containers of voted ballots, and any other election materials requested by the recount official. If the recount official needs to leave the room for any reason, the recount official must designate a deputy recount official to preside during the recount official's absence. A recount official must be in the room at all times. The containers of voted ballots must be unsealed and resealed within public view. No ballots or election materials may be handled by candidates, their representatives, or members of the public. There must be an area of the room from which the public may observe the recount. Cell phones and video cameras may be used in this public viewing area, as long as their use is not disruptive. The recount official shall arrange the counting of the ballots so that the candidates and their representatives may observe the ballots as they are recounted. Candidates may each have one representative observe the sorting of each precinct. One additional representative per candidate may observe the ballots when they have been sorted and are being counted pursuant to part 8235.0800, subpart 2. Candidates may have additional representatives in the public viewing area of the room. If other

election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official shall ensure that public observation does not interfere with the counting of the ballots. The recount official shall prepare a summary of the recount vote by precinct.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0800 COUNTING AND CHALLENGING BALLOTS.

Subpart 1. **Breaks in counting process.** Recount officials may not take a break for a meal or for the day prior to the completion of the sorting, counting, review, and labeling of challenges, and secure storage of the ballots for any precinct. All challenged ballots must be stored securely during breaks in the counting process.

Subp. 2. **Sorting ballots.** Ballots must be recounted by precinct. The recount official shall open the sealed container of ballots and recount them in accordance with Minnesota Statutes, section 204C.22. The recount official must review each ballot and sort the ballots into piles based upon the recount official's determination as to which candidate, if any, the voter intended to vote for: one pile for each candidate that is the subject of the recount and one pile for all other ballots (those for other candidates, overvotes, undervotes, etc.). During the sorting, a candidate or candidate's representative may challenge the ballot if he or she disagrees with the recount official's determination of for whom the ballot should be counted and whether there are identifying marks on the ballot. At a recount of a ballot question, the manner in which a ballot is counted may be challenged by the person who requested the recount or that person's representative. Challenges may not be automatic or frivolous and the challenger must state the basis for the challenge pursuant to Minnesota Statutes, section 204C.22. Challenged ballots must be placed into separate piles, one for ballots challenged by each candidate. A challenge is frivolous if it is based upon an alleged identifying mark other than a signature or an identification number written anywhere on the ballot or a name written on the ballot completely outside of the space for the name of a write-in candidate.

Subp. 3. **Counting ballots.** Once ballots have been sorted, the recount officials must count the piles using the stacking method described in Minnesota Statutes, section 204C.21. A candidate or candidate's representative may immediately request to have a pile of 25 counted a second time if there is not agreement as to the number of votes in the pile.

Subp. 4. **Reviewing and labeling challenged ballots.** After the ballots from a precinct have been counted, the recount official may review the challenged ballots with the candidate or the candidate representative. The candidate representative may choose to withdraw any challenges previously made. The precinct name, the reason for the challenge, and the name of the person challenging the ballot (or the candidate that person represents), and a sequential number must be marked on the back of each remaining challenged ballot before it is placed in an envelope marked "Challenged Ballots." After the count of votes for the precinct has been determined, all ballots except the challenged ballots must be resealed in the ballot envelopes and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots. After the count of votes for all precincts has been determined during that day of counting, the challenged ballot envelope must be sealed and kept secure for presentation to the canvassing board.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 17 SR 8; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0900 [Repealed, 23 SR 459]

Published Electronically: *October 9, 1998*

8235.1000 [Repealed, 34 SR 1561]

Published Electronically: *May 26, 2010*

8235.1100 CANVASSING BOARD.

The recount official shall present the summary statement of the recount and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board shall rule on the challenged ballots and incorporate the results into the summary statement. The canvassing board shall certify the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348*

Published Electronically: *October 9, 1998*

8235.1200 SECURITY DEPOSIT.

When a bond, cash, or surety for recount expenses is required by Minnesota Statutes, section 204C.35 or 204C.36, the governing body or recount official shall set the amount of security deposit at an amount which will cover expected recount expenses. In multicounty districts, the secretary of state shall set the amount taking into consideration the expenses of the election jurisdictions in the district and the expenses of the secretary of state. The security deposit must be filed during the period for requesting a discretionary recount. In determining the expenses of the recount, only the actual recount expenditures incurred by the recount official and the election jurisdiction in conducting the recount may be included. General office and operating costs may not be taken into account.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 38 SR 1368*

Published Electronically: *May 1, 2014*

2018

Recount Guide



Office of the Minnesota Secretary of State – Elections Division

180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Phone: (651) 215-1440
Toll Free: 1-877-600-8683
Minnesota Relay Service: 1-800-627-3529

Email: elections.dept@state.mn.us

Website: www.sos.state.mn.us

TABLE OF CONTENTS

TABLE OF CONTENTS.....	ii
1.0 INTRODUCTION.....	1
2.0 ELECTION RECOUNTS.....	1
2.1 PUBLICLY FUNDED RECOUNTS.....	1
2.1.1 Federal and State Offices.....	1
2.1.2 Local Offices.....	1
2.1.3 Ballot Questions.....	2
2.2 DISCRETIONARY RECOUNTS.....	2
2.2.1 Candidate Recounts.....	3
2.2.2 Ballot Question Recounts.....	3
3.0 RECOUNT REQUESTS.....	3
3.1 CANDIDATE REQUESTS.....	3
3.1.1 Publicly Funded Recount Requests.....	3
3.1.2 Discretionary Recount Requests.....	3
3.2 BALLOT QUESTION.....	4
3.3 TIME LIMITS.....	4
4.0 RECOUNT EXPENSES.....	4
5.0 RECOUNT OFFICIALS.....	5
5.1 STATE, COUNTY, MUNICIPAL AND SCHOOL DISTRICT RECOUNTS.....	5
5.2 ALTERNATIVE RECOUNT ASSIGNMENTS.....	5
6.0 GIVING NOTICE.....	5
7.0 RECOUNT SCOPE.....	5
8.0 SECURING ELECTION MATERIALS.....	6
9.0 FACILITIES, ACCESSIBILITY, AND EQUIPMENT.....	6
10.0 GENERAL PROCEDURES.....	6
10.1 ELECTION MATERIALS.....	6
10.2 PREPARE AND ORGANIZE.....	6
10.2.1 Prior to the Recount.....	6
10.2.2 Facilities.....	8
10.2.3 Staffing and Training.....	8
10.3 OBSERVATION.....	8
10.4 MANAGING THE PROCESS.....	9
11.0 EXAMPLE INSTRUCTIONS.....	9
11.1 HAND COUNT INSTRUCTIONS.....	9
12.0 COUNTING AND CHALLENGING BALLOTS.....	10
12.1 PREPARING BALLOTS FROM ABSENTEE PRECINCTS.....	11
12.2 COUNTING.....	11
12.3 CHALLENGES.....	12
12.4 SORTING AND COUNTING VOTES EXAMPLE.....	14
12.4.1 Ballots sorted into piles.....	14
12.4.2 Challenged ballots placed in separate piles.....	14
12.4.3 Piles counted in stacks of 25.....	14
12.5 COUNTING AND RECORDING VOTES EXAMPLE.....	15
12.5.1 Candidate vote counts combined.....	15
12.5.2 Counts recorded on worksheet.....	15
13.0 DETERMINING VOTER INTENT.....	15

13.1 COUNTED	16
13.2 NOT COUNTED	18
14.0 CANVASSING BOARD	19
14.1 ENTERING RECOUNT RESULTS INTO ERS	19
14.2 CANVASSING BOARD REPORTS.....	20
15.0 PUBLIC RECOUNT RESULTS	21
16.0 ELECTION CONTESTS.....	21
APPENDIX	22
NOTICE OF RECOUNT	22
EXAMPLE LOCAL RECOUNT FORM-NOTICE TO CANDIDATES.....	23
RECOUNT CHECKLIST	24
Forms and Instructions for Recount Team	24
Recount Events	24
Ballot Handling.....	25
Observers and Media	25
Recount Results.....	25
Logistics	25
Supplies	25
HANDCOUNTING BALLOTS IN A RECOUNT	26
Preparing ballots from AB precincts	26
Counting a Precinct	26
RECOUNT WORKSHEET TEMPLATE.....	29

1.0 INTRODUCTION

This guide is for election officials and their staff who may be a participant in an election recount. Please use this guide with the Secretary of State publication “Minnesota Election Laws”. Citations in this guide refer to the Minnesota statutes (M.S. citations) or rules (M.R. citations). If you are using an interactive electronic edition of this guide, you may click on the citations to retrieve current statute or rule.

Portions of this guide contain procedures based on best practices, rather than statute or rule. If employing these portions, do not consider the information to hold the same authority as that information governed by federal and state law.

2.0 ELECTION RECOUNTS

Minnesota election law authorizes administrative recounts after the canvassing board certifies the results. Rather than seeking a court order, the election administrator, on behalf of the appropriate canvassing board, may conduct a manual recount. A recount is limited in scope; the sole issue a recount may resolve is whether the election judges arrived at the correct vote total. A recount is performed by a canvassing board or by its staff. ([M.S. 204C.35](#); [204C.36](#); [M.R. 8235](#))

2.1 PUBLICLY FUNDED RECOUNTS

A recount of votes at no cost to the candidate may be requested by the candidates in the cases below. The governing body assumes the responsibility for the expenses of the recount. See 3.0 Recount Requests for details of the request process.

2.1.1 Federal and State Offices

A losing candidate for nomination or election to federal or state office may file a written request for a publicly funded recount of the votes cast when the difference between the votes for that candidate and the winning candidate is:

- Less than one-half of one percent of total votes cast, for state legislative offices,
- Less than one-quarter of one percent of total votes cast, for statewide federal office, state constitutional office, statewide judicial office, congressional office or district judicial office, or
- Ten votes or less, when the total number of votes cast is 400 or less, for any federal or state office.

([M.S.204C.35, subd. 1](#))

2.1.2 Local Offices

A losing candidate for nomination or election to a county, municipal or school district office may request a publicly funded recount of the votes cast if the difference between the votes cast for that candidate and the winning candidate is:

- Less than one-half of one percent of the total votes if there are more than 400 but less than 50,000 votes cast for the office,
- Less than one-quarter of one percent of the total votes if there are more than 50,000 votes cast for the office, or
- Ten votes or less if the number of votes cast is 400 or less.

In the case of offices where two or more seats are being filled, the difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

[\(M.S. 204C.36, subd. 1\)](#)

2.1.3 Ballot Questions

A publicly funded recount of votes cast for a county, school or municipal ballot question may be requested by any person eligible to vote on the question if the difference between the votes cast for the question and against the question is:

- Less than one-half of one percent of the total votes if there are more than 400 but less than 50,000 votes counted for the question,
- Less than one-quarter of one percent of the total votes if there are more than 50,000 votes counted for the question, or
- Ten votes or less if the number of votes counted for the question is 400 or less.

If the difference falls within one of the thresholds above, and a written recount request is received, the recount is conducted by the:

- County Auditor for a county question;
- Governing body of a municipality for a municipal question; and
- School district canvassing board for a school question. When recounting special questions, this canvassing board consists of:
 - o The school board clerk
 - o A school board member other than the clerk
 - o The county auditor of the county with the greatest number of school district residents
 - o The district court administrator of the judicial district with the greatest number of school district residents
 - o The mayor or town board chair of the school district's most populous municipality

[\(M.S. 204C.36, subd. 3; 205A.10, subd. 5\)](#)

2.2 DISCRETIONARY RECOUNTS

Discretionary recounts are usually at the expense of the person requesting them, unless certain conditions are met. See 3.0 Recount Requests for details about the request process, and 4.0 Recount Expenses for a discussion of how expenses are handled for discretionary recounts.

2.2.1 Candidate Recounts

A losing candidate can request a manual recount, at the losing candidate's expense, when the vote difference is greater than what is described in 2.1 Publicly Funded Recounts.

The candidate requesting the recount may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must first determine the expenses for recounting those precincts. ([M.S. 204C.36, subd. 2](#))

2.2.2 Ballot Question Recounts

If the difference between the votes for and the votes against a ballot question is greater than what is described in 2.1 Publicly Funded Recounts above, a recount can still be requested by any person eligible to vote on the ballot question, at their expense, who submits a petition containing the signatures of 25 voters eligible to vote on the question. ([M.S. 204C.36, subd. 3](#))

3.0 RECOUNT REQUESTS

Written requests are required for all recounts. The request should include the office or question for which the recount is requested, and be filed with the filing officer within the time limit specified below. Information specific to certain circumstances is included below.

3.1 CANDIDATE REQUESTS

3.1.1 Publicly Funded Recount Requests

In the case of federal, state and judicial races which fall within the [publicly funded recount threshold](#) (see 2.1.1 Federal and State Offices), the losing candidate shall be notified by the filing officer, immediately following the canvassing board meeting, that the candidate has the option to request a recount of votes at no cost to the candidate. The written request for such a recount must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass. ([M.S. 204C.35, subd. 1](#))

In the case of local races which fall within the [publicly funded recount threshold](#) (2.1.2 Local Offices), the written request must be filed with the filing officer by 5:00 p.m. on the fifth day after the canvass of a primary or special primary, or by 5:00 p.m. on the seventh day after the canvass of a special or general election. ([M.S. 204C.36, subd. 1](#))

3.1.2 Discretionary Recount Requests

For all discretionary recounts, candidates must file a written request for the recount with the filing officer, along with a bond, cash or surety in an amount set by the governing body of the jurisdiction for the payment of the recount expenses. These materials must be filed by 5:00 p.m. on the fifth day after the canvass of a primary or special primary, or by 5:00 p.m. on the seventh day after the canvass of a special or general election.

The candidate requesting the recount may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must first determine the expenses for recounting those precincts as described in 4.0 Recount Expenses.

A discretionary recount of a primary does not delay delivery of the notice of nomination to the winning candidate. ([M.S. 204C.35, subd. 2](#); [204C.36, subd. 2](#))

3.2 BALLOT QUESTION

In the matter of a ballot question recount, the written request for the recount must be filed with the filing officer of the county, municipality, or school district placing the question on the ballot, and must be accompanied by a petition containing the signatures of 25 voters eligible to vote on the question. If the difference between the votes for and the votes against the question is greater than the difference provided in [M.S.204C.36, subd.1](#), the person requesting the recount shall also file with the filing officer of the county, municipality, or school district a bond, cash, or surety in an amount set by the appropriate governing body for the payment of recount expenses. The written request, and any bond, cash, or surety required must be filed during the time for notice of contest for the election for which the recount is requested. ([M.S. 204C.36, subd. 3](#))

3.3 TIME LIMITS

Requests for a publicly funded recount of federal, state and judicial races must be received by the filing officer no later than 5:00 p.m. on the second day after the primary or general election canvass. Requests for a publicly funded recount for local races must be submitted in writing to the election jurisdiction by 5:00 p.m. on the fifth day after the canvass of the primary or special primary, or by 5:00 p.m. on the seventh day of the canvass of the special or general election. Requests for discretionary recounts or ballot questions must be filed during the time for notice of contest. ([M.S. 204C.35, subd. 2](#); [204C.36](#); [209.021 subd. 1](#))

4.0 RECOUNT EXPENSES

A person or candidate requesting a discretionary recount is responsible for the following expenses: the compensation of the Secretary of State, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; the costs of necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

Responsibility of expenses can change in certain circumstances. If the winner of a race is changed by a discretionary recount, the cost of the recount is paid by the jurisdiction conducting the recount. The jurisdiction conducting the recount is also responsible for the cost of the recount when the result of a manual recount is different from the result

reported on Election Day by a margin greater than the standard for acceptable performance of voting systems, which is a variation of one-half of one percent.

[\(M.S. 204C.35, subd. 3; 204C.36, subd. 2; 204C.36, subd.4; 206.89, subd. 4\)](#)

5.0 RECOUNT OFFICIALS

5.1 STATE, COUNTY, MUNICIPAL AND SCHOOL DISTRICT RECOUNTS

The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal canvassing board. The school district clerk or clerk's designee is the recount official for recounts conducted by the school district canvassing board.

5.2 ALTERNATIVE RECOUNT ASSIGNMENTS

The recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk as long as both parties agree to the delegation.

When the person who would otherwise serve as recount official is a candidate or related to a candidate for the office to be recounted, per [M.R. 8235.0200](#) the appropriate canvassing board shall select an election official from another jurisdiction to conduct the recount. ([M.R. 8235.0200](#))

6.0 GIVING NOTICE

Within 24 hours after determining that a publicly funded recount is authorized or requested or within 48 hours of receipt of a written request for a discretionary recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public. ([M.S. 204C.361](#); [M.R. 8235.0300](#))

Notification is also critical in securing the public perception of valid and accurate recount proceedings. It should extend well beyond specified requirements. Specific effort should be made to contact all interested parties in a ballot question recount. There is also value in being able to state that these parties were requested to be present at the recount in the event that persons are unhappy with the outcome of a recount.

7.0 RECOUNT SCOPE

The scope of all publicly funded and discretionary recounts is limited to the determination of the number of votes validly cast for the office being recounted. Only the ballots cast and

the summary statements for the precinct(s) being recounted are considered during the recount proceedings. Envelopes that were not opened and original ballots that have been duplicated are not reviewed during the recount proceedings. These ballots are only examined as part of an election contest. ([M.S. 204C.35](#); [204C.36](#); [M.R. 8235.0700](#))

8.0 SECURING ELECTION MATERIALS

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on Election Day may be processed as required by part [M.R. 8200.2700](#). All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired. ([M.R. 8235.0400](#))

9.0 FACILITIES, ACCESSIBILITY, AND EQUIPMENT

All recounts must be accessible to the public. In a multi-county recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities. ([M.S. 8235.0600](#))

10.0 GENERAL PROCEDURES

At the opening of a recount, the recount official or legal adviser must present the procedures for the process, such as those contained in this section.

A recount official must be in the room at all times. If the recount official must leave the room, they must delegate a deputy recount official to preside over the proceedings during their absence. ([M.R. 8235.0700](#))

10.1 ELECTION MATERIALS

The custodian of the ballots shall make available to the recount official the precinct summary statements, the sealed precinct boxes or containers containing the voted ballots, and any other election materials requested by the recount official. No ballots or election materials may be handled by candidates, their representatives, or members of the public. The sealed materials must be unsealed and resealed in public view. ([M.R. 8235.0700](#))

10.2 PREPARE AND ORGANIZE

10.2.1 Prior to the Recount

Prior to the recount, prepare a recount packet with a checklist and a recount calendar. Have all forms, supplies, badges identifying roles, and contact information organized to ensure that all information given to individuals is provided in a consistent format. This will save time and allow the focus of a recount to be on election specific issues. Determine how

results will be released - as counting progresses or at completion. Determine how many original copies of recount results are needed.

Recount worksheets for federal, state and county recounts can be printed from the OSS Election Reporting System (ERS) after the state canvassing board has certified the original federal or state results, or the county canvassing board has certified the county office results. A generic recount worksheet template for other recounts is included in the Appendix.

Recount WorkSheet

Filter
Recount: U.S. Representative District 3 *

Back View Report

1 of 9 100% Find | Next

Recount Worksheet
STATE GENERAL
Tuesday, November 06, 2012
County - Hennepin, Recount - U.S. Representative District 3

Printed: 06/21/2012 10:54 AM
Printed By: electadmin

Precinct	Nov 6 Votes for FONZARELLI	Nov 6 Votes for CUNNINGHAM	Recount Votes for FONZARELLI	Recount Votes for CUNNINGHAM	Recount All OTHER Ballots	Ballots Challenged by CUNNINGHAM	Ballots Challenged by FONZARELLI	Ballots Challenged by BOTH	Recount Team Initials	Date Precinct Counted
0005-BLOOMINGTON W-1 P-07	0	0								
0010-BLOOMINGTON W-1 P-08	0	0								
0015-BLOOMINGTON W-1 P-09	0	0								
0020-BLOOMINGTON W-1 P-10	0	0								

After the canvassing board has met, OSS will mark the offices to be recounted in ERS. Then, counties can print the Recount Worksheets by selecting “Recount” in the County User menu, then selecting the Print Recount Worksheet option, selecting the office to be recounted from the drop-down list, and clicking on the View Report button.

The first two columns of the worksheet will be pre-filled with the canvassed result and contains spaces for the recount results for the candidates and challenged ballots to be recorded for each precinct. Officials for other local recounts may prepare their own recount worksheet in a similar format.

Print the report by clicking on the export icon, and selecting a format such as a pdf file. The worksheet can then be printed from the window which has opened in the selected format.



Challenged ballot labels, if available, may be printed through a Recount menu option. Otherwise a pdf of challenged ballot labels will be made available for federal and state offices. The labels contain a challenged ballot number that is sequential within a county for

each office being recounted. Officials for other local recounts may prepare their own challenged ballot labels in a similar format.

U.S. Representative District 3	
Precinct:	Bloomington W-1 P-7
Challenged ballot #:	5
Challenged by:	Fonsarelli By Tom Jones
Challenge reason:	Not Cunningham is Overvote

10.2.2 Facilities

Setting up the facilities is important. In addition to setting up the room where the recount takes place, remember to consider security needs and parking availability for those involved in the process. The required number of counting tables should be set up. Be aware of logistics as you set up the room (e.g., bringing and removing election materials; bathrooms unlocked). Any tables or work space provided for the candidates, with places for the candidates' counsels or representatives, should be separate from the tables where the counting takes place. Set up the room so there is a “staging area” that can be seen from the viewing area, a counting area, and a viewing area for the public and members of the media.

Only those people directly involved in the recount are allowed within the recount area (the staging and counting areas). These individuals are limited to the recount official and legal adviser, and candidates or the candidates' representatives. The public and the press are only allowed in the public viewing area to observe the proceedings. Cell phones, cameras, and video cameras may be used in the public viewing area provided that they are not disruptive. Badges should be provided which identify the people present and their different capacities. ([M.R. 8235.0700](#))

10.2.3 Staffing and Training

Bring as many staff as you will need. Require name badges for all authorized personnel. Establish firm guidelines for release of all information both to the media and staff members. Schedule the training/information dissemination session for staff. Keep your team informed.

10.3 OBSERVATION

The recount official shall arrange the counting of the ballots so that the candidates or the candidates' representative may observe the ballots as they are sorted. After they have been sorted, one additional representative per candidate may observe the ballots while they are being counted. If other election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official must ensure that public observation does not interfere with the counting of the ballots and preparation of a summary of the recount vote by precinct.

Candidates may have additional representatives in the public viewing area of the room.
([M.R. 8235.0700](#))

10.4 MANAGING THE PROCESS

The recount official or their designee is in charge. Acknowledge everyone present (your team, candidates, legal counsels, election officials, public, and press). Everyone has a role. Always explain what is about to occur and explain why. Be completely thorough and transparent. Never hold a private conversation with only one of the parties. Always appear in control of yourself and the situation.

The recount official provides detailed instructions both orally and in writing:

- Roles of recount officials, observers and staff.
- General procedures for the recount.
- Sealed containers only opened when recount team and observers are present.
- All ballots and materials will be in public view.
- Sorting process
- Counting process
- Challenge ballot process

If candidates or their representatives have concerns or suggestions, listen. Make sure everything you do and that occurs during the recount fills the process with accountability, credibility and trust. Make a defensible decision and carry it out consistently.

11.0 EXAMPLE INSTRUCTIONS

11.1 HAND COUNT INSTRUCTIONS

This is an **administrative** recount held pursuant to [M.S. 204C.35](#) and [M.R. 8235](#). It is **not** to determine who was eligible to vote. It is **not** to determine if campaign laws were violated. It is **not** to determine if absentee ballots were properly accepted. It is simply to physically recount the ballots **for this race!**

If we find a difference in the vote count, you need to be aware that this is not unusual and that this is why we have the recount law. Normally any errors by the judges or the machine are random errors and generally offset one another. Characteristically what we find is that a slight change one way in one precinct is balanced off by a corresponding change in the other direction in another precinct. Normally the results of the election are not changed by these adjustments, but it does happen.

I am the recount official. **No one else touches the ballots** once they are out of the sealed cases unless I specifically allow it. Make any concerns regarding the process known immediately to me. Ballots will be recounted by precinct. We will count one precinct at a time as provided in [M.S. 204C.361 \(b\)](#). This means that a recount official shall maintain the segregation of ballots by precinct but the recount official may recount more than one

precinct at a time in physically separate locations within the room in which the recount is administered.

Ballots (precinct and absentee) will be removed from the sealed case(s). If the absentee precinct results were originally reported as a separate absentee total for the precincts, then absentee ballots for the precincts will be counted and reported separately from the precinct ballots. If the absentee precinct results were originally included in the precinct results (as required for state primary and state general elections), the precinct ballots will be combined with the ballots from the appropriate absentee precinct, and all ballots for the precinct will be recounted and reported together as one total. Prior to counting any ballots for a precinct, staff will turn all ballots to be facing in the same direction. I will separate the ballots into three piles: One for candidate A to my left, one for candidate B to my right, and a third pile for all other ballots. Voter's intent will be determined pursuant to [M.S. 204C.22](#).

The candidate or candidate's representative has the right to challenge which piles I have decided to place the specific ballot in. Challenges may not be automatic or frivolous. Staff will count the ballots by piling the ballots crosswise in groups of 25. A candidate or their representative may immediately request to have a specific stack of 25 counted a second time, but not the entire pile. Vote counts for each candidate will be announced. For challenged ballots, the challenger needs to describe why they challenge the decision. I may decide they are right. If I do not agree and the challenge is not withdrawn, I will write why it is challenged on the ballot and place it in an envelope marked "Challenged Ballots". The challenged ballots will be brought to the canvass board and they will examine them and make a final decision how to count them.

Counts will be recorded for each precinct on the recount summary statement. Counts for federal and state offices will be recorded on the summary statement with the votes as determined by the recount official for either of the two candidates or "Other". Counts recorded for challenged ballots on the summary statement are a subset of the totals for the candidates. *{Change this statement if challenged ballots will be recorded differently for local offices.}* The ballots will be resealed in the cases. At the end of the recount, I will write on the front of the challenged ballot envelope which precinct(s) and how many ballots are in the envelope, seal it and have staff assisting with the recount sign over the flap of the envelope. The recount summary statement and challenged ballots will be presented to the canvass board. After completing the recount in each precinct, I will furnish a report of the recount results of all precincts at the conclusion of the recount. After the recount is finished here today, the ballots, other than challenged ballots, will be resealed and returned to the County Auditor. The State (or County/Municipal/School District if applicable) Canvassing Board will declare the winning nominee after reviewing the summary statement of the recount vote prepared by the Recount Official, and resolving any ballot challenges.

12.0 COUNTING AND CHALLENGING BALLOTS

Ballots must be recounted by precinct and only ballots from one precinct at a time can be on a table at one time. Recount teams of at least 2 recount staff conduct the counting for a precinct. This means that a recount official shall maintain the segregation of ballots by

precinct but may recount more than one precinct at a time in physically separate locations within the room in which the recount is administered. The recount official recounts ballots in accordance with [M.S. 204C.22](#). Ballot containers must always be opened and resealed in public view. The sorting, counting, and review of ballots for a precinct must be completed and all ballots must be securely stored before breaks for meals can be taken or counting is finished for the day. ([M.R. 8235.0700](#))

12.1 PREPARING BALLOTS FROM ABSENTEE PRECINCTS

The recount official opens the ballot containers from the absentee precincts (including any write-ins). One member of the recount team sorts the absentee ballots by precinct. A second member of the recount team then reviews the sorted ballots to verify that the ballots have in fact been properly sorted by precinct. When completed, the absentee ballots are sealed in separate envelopes by precinct.

12.2 COUNTING

The recount official opens the precinct ballot containers (including any write-ins) and the absentee ballot containers for the precinct. For the state primary and state general, the precinct ballots (including write-ins) are combined with the ballots from the appropriate absentee ballots and recounted and reported as one total.

Note: If the absentee ballot results for non-state primary or non-state general elections were originally reported as a separate absentee total as its own precinct, then absentee ballots are recounted and reported separately from the precinct ballots.

The recount team faces the ballots so they are all facing in the same direction, and then the recount sorter examines the ballots to determine (using [M.S. 204C.22](#)) for whom the ballot was cast. The recount sorter places ballots for candidate A in one pile to their left, one pile for candidate B to their right, and all other ballots in a third pile (includes ballots for other candidates, overvotes, undervotes, etc). A candidate or their representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot.

The canvassing board/recount official will provide instructions on how challenged ballots will be reported on the recount worksheet. The two options are:

Option 1. Vote totals in candidate and “Other” column reflect the recount official’s determination of the voter’s intent, including ballots that have been challenged by a candidate’s representative. Challenged ballots are also reported in the challenged ballot columns. Under this option, if the canvass board rejects all challenges and affirms the recount official’s determination, the recount vote totals reported in the candidate columns would not change. If the canvass board disagrees with the recount official’s determination and reallocates the vote on a challenged ballot, the vote totals reported in the candidate/other columns would be adjusted by the canvassing board. ERS is programmed using this option for federal, state or county recounts.

Option 2. Vote totals in candidate and “Other” column reflect only the recount official’s determination of the voter intent only for non-challenged ballots. Challenged ballots are only reported in the challenged ballot columns. Votes on challenged ballots are only assigned to a candidate or “Other” after a decision on the challenge is made by the canvassing board.

After all ballots have been placed in the appropriate piles, the recount team counts the ballots in each and stacks them crosswise in groups of 25. A candidate or their representative may immediately request that a specific pile of 25 be recounted a second time, not the entire pile.

When finished, the vote counts for each pile are announced, the recount official reviews any challenged ballots with the candidates or their representatives and any needed adjustments to the pile counts are made, and the counts are also recorded on the recount worksheet.

All ballots except the challenged ballots must then be resealed in the ballot containers and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots, but must be accompanied by another individual if leaving the room to make copies. After the count of votes for all precincts has been determined each day, the challenged ballot envelope must be sealed and kept secure along with the recount worksheet for later presentation to the canvassing board. ([M.S. 204C.361](#); [M.R. 8235.0800](#))

12.3 CHALLENGES

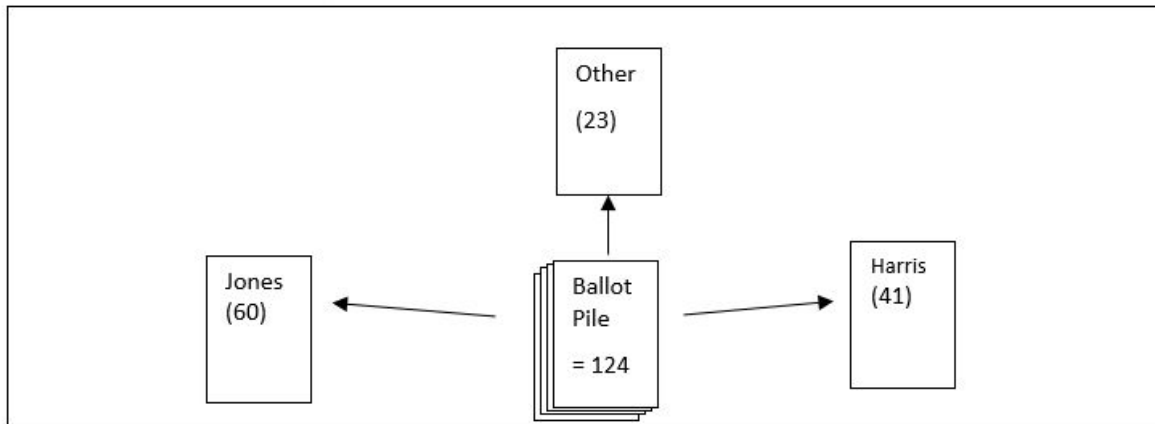
A candidate or candidate's representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot. Challenges cannot be for an entire precinct or group of ballots. The challenger needs to describe why they are challenging the decision. Challenges may not be automatic or frivolous and is frivolous if based on an identifying mark other than a signature or identifying number written on the ballot, or a name written completely outside a write-in space. Also, the absence of election judge initials on a ballot cannot be the basis of a challenge. Challenged ballots are placed in separate piles for ballots challenged by each candidate. Challenged ballots may be withdrawn by the candidate or candidate's representative.

After counting for the precinct is completed, the recount official may review challenged ballots with the candidates or candidates' representatives. They may withdraw previously challenged ballots. If challenged ballots are withdrawn, the ballots are added to the pile as determined by the recount official and the counts for those piles are adjusted. Counts are recorded on the recount worksheet based on the option of reporting described in 12.2 Counting above. All remaining challenged ballots must be labeled on the back of the ballot. The label must include the precinct name, reason for the challenge, the name of the candidate and name of representative initiating the challenge (or candidate represented), numbered sequentially (1, 2, 3, etc not Smith 1, 2, 3 and Jones 1, 2, 3), and placed in the "Challenged Ballots" envelope for that day. The challenge reason format is "Not {intent

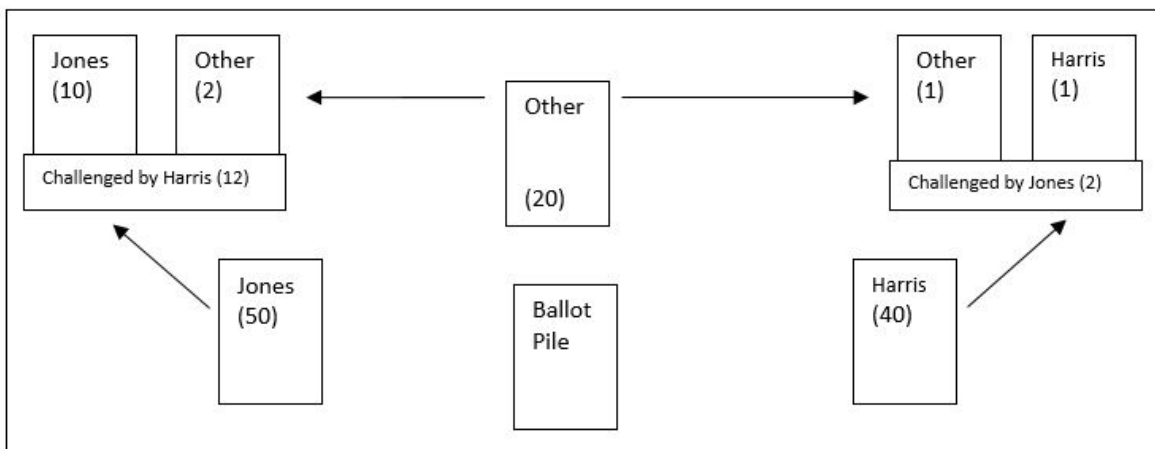
determined by sorter}, is {how challenger views intent}" (e.g. "Not Smith, is undervote", "Not Jones, is identifying mark"). ([M.R. 8235.0800](#))

12.4 SORTING AND COUNTING VOTES EXAMPLE

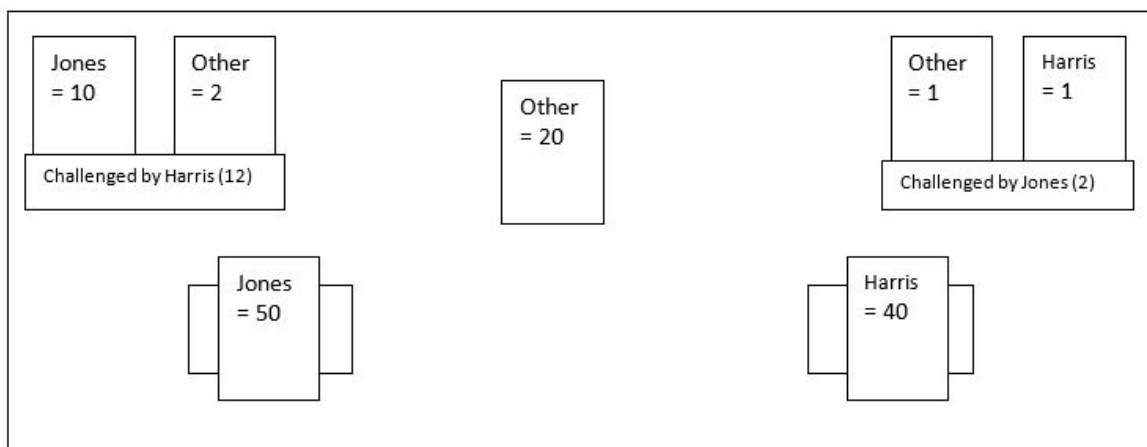
12.4.1 Ballots sorted into piles



12.4.2 Challenged ballots placed in separate piles

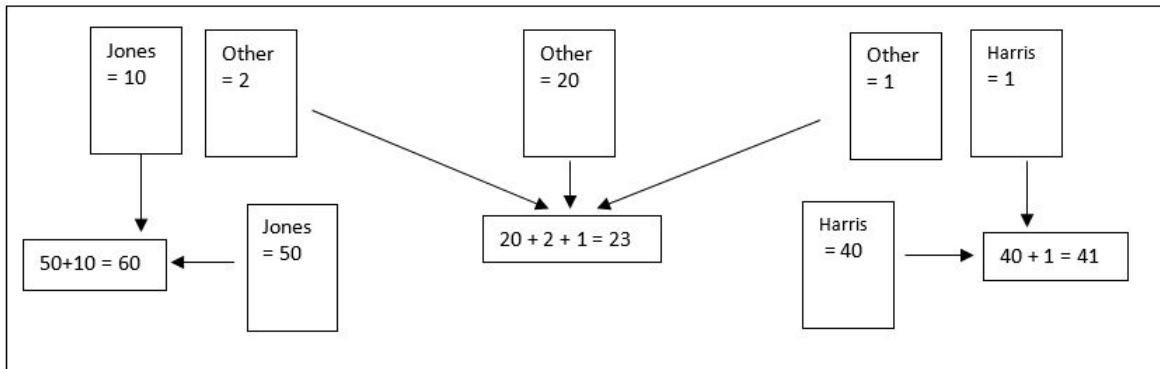


12.4.3 Piles counted in stacks of 25

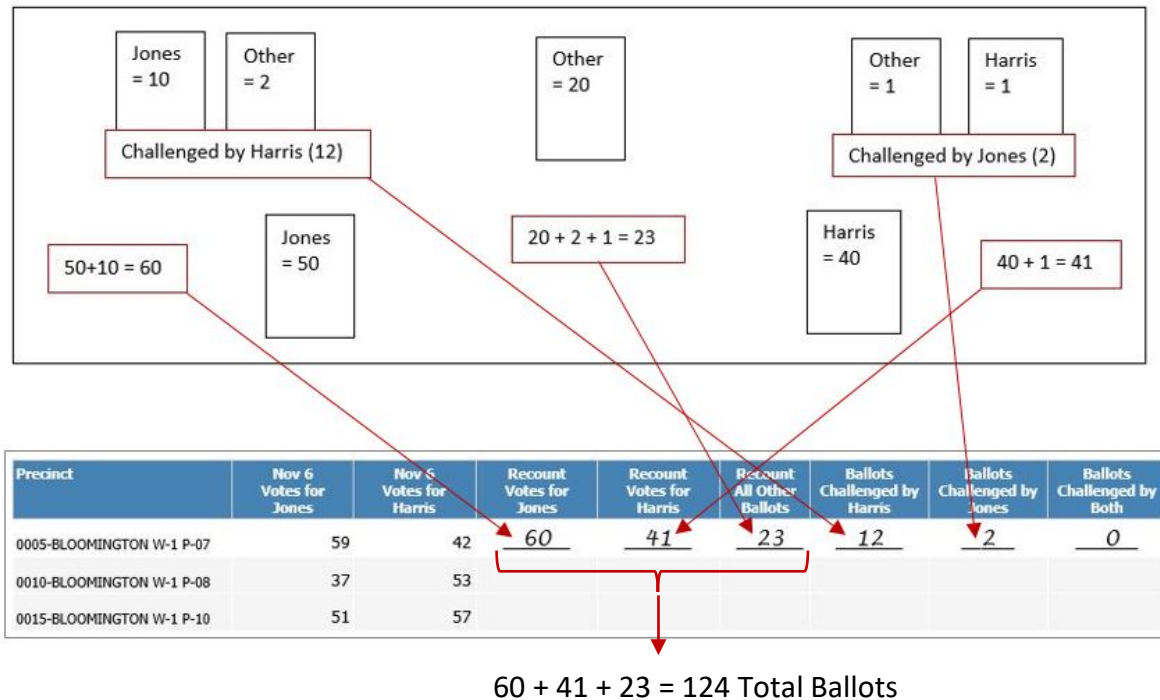


12.5 COUNTING AND RECORDING VOTES EXAMPLE

12.5.1 Candidate vote counts combined



12.5.2 Counts recorded on worksheet



13.0 DETERMINING VOTER INTENT

Minnesota law requires that every effort be made to accurately count all votes on a ballot. This means that a ballot or vote must not be rejected for a technicality if it is possible to decide what the voter intended, even though the voter may have made a mistake or the ballot is damaged. Intent is determined only from the face of the ballot. Use the following rules to decide what a voter intended:

13.1 COUNTED

- If a name is written in the proper place but write-in not marked, count the voter for that individual whether or not write-in target is marked to the left of the written in name.

FEDERAL OFFICES	
U.S. SENATOR	
VOTE FOR ONE	
☐	ROBERT FITZGERALD Independence Party
☐	MARK KENNEDY Republican
☐	AMY KLOBUCHAR Democratic-Farmer-Labor
☐	MICHAEL JAMES CAVLAN Green Party
☐	BEN POWERS Constitution Party
☐	<u>John Smith</u> Write-in, if any

- A mark made out of place but close enough to a name or line to determine voter intent are counted.

FEDERAL OFFICES		FEDERAL OFFICES		FEDERAL OFFICES		FEDERAL OFFICES	
UNITED STATES SENATOR		UNITED STATES SENATOR		UNITED STATES SENATOR		UNITED STATES SENATOR	
VOTE FOR ONE		VOTE FOR ONE		VOTE FOR ONE		VOTE FOR ONE	
☒	JACK SHEPARD	☐	JACK SHEPARD	☐	JACK SHEPARD X	☐	JACK SHEPARD
☐	NORM COLEMAN	☐	NORM COLEMAN	☐	NORM COLEMAN	☐	NORM COLEMAN
CONTINUE VOTING ON THE NONPARTISAN BALLOT		CONTINUE VOTING ON THE NONPARTISAN BALLOT		CONTINUE VOTING ON THE NONPARTISAN BALLOT		CONTINUE VOTING ON THE NONPARTISAN BALLOT	

- If two or more different marks used, count those, provided the marks do not mark the ballot with distinguishing characteristics where the voter's intent is to identify the ballot.

SUPREME COURT	
ASSOCIATE JUSTICE 3 VOTE FOR ONE	
☒	ALAN LAWRENCE NELSON
☐	PAUL H. ANDERSON Incumbent
☐	TIM TINGELSTAD
ASSOCIATE JUSTICE 4 VOTE FOR ONE	
☒	LORIE SKJERVEN GILDEA Incumbent
☐	DEBORAH HEDLUND
☐	JILL CLARK
☐	F. RICHARD GALLO, JR.
2ND DISTRICT COURT	
JUDGE 21 VOTE FOR ONE	
☒	JOY D. BARTSCHER
☐	CONNIE S. IVERSEN
☐	JOHN P. GUZIK

- If marks are made next to two candidates and an attempt was made to erase one of the two, vote is counted for the remaining marked candidate.

UNITED STATES SENATOR VOTE FOR ONE	UNITED STATES SENATOR VOTE FOR ONE
☒ DARRYL STANTON	☒ DARRYL STANTON
☒ BILL DAHN	☒ BILL DAHN
☐ STEPHEN WILLIAMS	☐ STEPHEN WILLIAMS
☐ JACK ULDRICH	☐ JACK ULDRICH
☐ KURT MICHAEL ANDERSON	☐ KURT MICHAEL ANDERSON
☐ DOUG WILLIAMS	☐ DOUG WILLIAMS
☐ DEAN BARKLEY	☐ DEAN BARKLEY
CONTINUE VOTING ON THE NONPARTISAN BALLOT	CONTINUE VOTING ON THE NONPARTISAN BALLOT

- If an attempt is made to obliterate a write-in name a vote is counted for the remaining write-in name or marked candidate.

FEDERAL OFFICES U.S. SENATOR VOTE FOR ONE
☒ ROBERT FITZGERALD Independence Party
☐ MARK KENNEDY Republican
☐ AMY KLOBUCHAR Democratic-Farm Labor
☐ MICHAEL JAMES CAVLAN Green Party
☐ BEN POWERS Constitution Party
☐ John Smith
U.S. REPRESENTATIVE

- A write-in for governor without lieutenant governor is counted as a vote for the team of candidates including lieutenant governor.
- Count all printed names with a mark made opposite them and all names written-in, not exceeding the number to be elected for that office.
- Misspellings for names written-in are ok provided that voter intent can be determined.
- If voter's choice can only be determined for some of the offices on the ballot, only count those offices on the ballot.
- If voter uniformly uses same mark to mark the ballot, count if possible.
- A ballot cannot be rejected because it is slightly soiled or defaced.
- A ballot that has one or more blank offices is not defective.

13.2 NOT COUNTED

- Marks more candidates than to be elected or nominated ballot is defective for that office.
 - o All other offices on the ballot are counted if possible.

UNITED STATES SENATOR	
VOTE FOR ONE	
☒	DARRYL STANTON
☒	BILL DAHN
☐	STEPHEN WILLIAMS
☒	JACK ULDRICH
☐	KURT MICHAEL ANDERSON
☐	DOUG WILLIAMS
☐	DEAN BARKLEY
CONTINUE VOTING ON THE NONPARTISAN BALLOT	

- For a primary, if the voter marks candidates from more than one party, the ballot is totally defective for the partisan offices.

INDEPENDENCE PARTY	REPUBLICAN PARTY	DEMOCRATIC-FARMER- LABOR PARTY
FEDERAL OFFICES	FEDERAL OFFICES	FEDERAL OFFICES
UNITED STATES SENATOR VOTE FOR ONE	UNITED STATES SENATOR VOTE FOR ONE	UNITED STATES SENATOR VOTE FOR ONE
☒ DARRYL STANTON ☐ BILL DAHN ☐ STEPHEN WILLIAMS ☐ JACK ULDRICH ☐ KURT MICHAEL ANDERSON ☐ DOUG WILLIAMS ☐ DEAN BARKLEY	☒ JACK SHEPARD ☐ NORM COLEMAN CONTINUE VOTING ON THE NONPARTISAN BALLOT	☒ "DICK" FRANSON ☐ AL FRANKEN ☐ BOB LARSON ☐ PRISCILLA LORD FARIS ☐ OLE SAVIOR ☐ ROB FITZGERALD ☐ ALVE ERICKSON CONTINUE VOTING ON THE NONPARTISAN BALLOT
CONTINUE VOTING ON THE NONPARTISAN BALLOT		CONTINUE VOTING ON THE NONPARTISAN BALLOT

- If the voter used an identifying mark or mark with the intent to identify the ballot, the entire ballot is defective.

his: *John Smith*

COUNTY OFFICES
CONSERVATION DISTRICT SUPERVISOR DISTRICT 2 VOTE FOR ONE

Write-in, if any

CONSERVATION DISTRICT SUPERVISOR DISTRICT 5 VOTE FOR ONE
☒ MARGARET A. BEHRENS
Write-in, if any

7432

- If a voter has voted yes and no on a ballot question, that question is not counted but the rest of the ballot must be counted if possible.
- No write-in votes counted for a primary or a special primary.
 - o Any names written on a primary or special primary ballot are an indentifying mark and no votes on the ballot would be counted.
- If marks are made opposite of more printed candidate names or write-ins allowed for an office, the ballot is defective for that particular office.

- If the number of candidates for an office is equal to the number of individuals to be elected to that office, and the voter has not marked any name, no vote is counted for any candidate for that office.
- A specific office is considered blank when no name or response to a question is marked and no name is written-in.

([M.S. 204C.22](#))

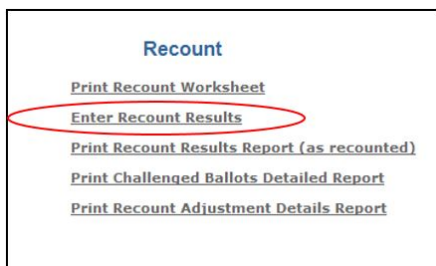
14.0 CANVASSING BOARD

The recount official presents the recount worksheet and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board rules on the challenged ballots and incorporates the rulings into the canvassing report. The canvassing board certifies the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots. For general elections, the certificate of election is issued to the winning candidate after the seven days have passed after the canvassing board declared the candidate elected. ([M.R. 8235.1100](#))

14.1 ENTERING RECOUNT RESULTS INTO ERS

To generate canvassing board reports (and update web site with daily recount results, if applicable) for federal, state or county recounts, input the results from the Recount Worksheets into ERS.

Select the Enter Recount Results option.



Select the recounted office to be updated from the drop-down list.

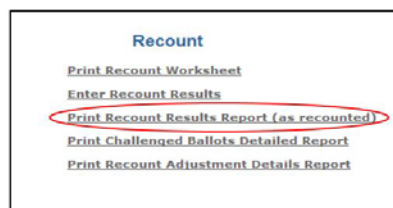
Enter Recount Results

Recount:

		Nov 6		Recount	Recount	Recount	Ballots	Ballots	Ballots	
		Votes for	Votes for	Votes for	Votes for	All OTHER	Challenged by	Challenged by	Challenged by	Precinct
		FONZARELLI	CUNNINGHAM	FONZARELLI	CUNNINGHAM	Ballots	CUNNINGHAM	FONZARELLI	BOTH	Complete
0005-BLOOMINGTON W-1 P-07		0	0	0	0	0	0	0	0	☐
0010-BLOOMINGTON W-1 P-08		0	0	0	0	0	0	0	0	☐

Daily throughout the recount, input data from a single or multiple precincts and click Save. (Do not mark the Precinct Complete checkbox until after data is proofed in the next step.) After precinct(s) data has been entered and saved, print the Recount Results report and proof your numbers.

Select the Print Recount Results Report option.



Export and print the report in the same manner as printing the Recount Worksheet.

When data for a precinct(s) has been proofed and is correct, select the Enter Recount Results menu option and check the Precinct Complete checkbox for all precincts which have been proofed. Only precincts with the Precinct Complete checkbox marked will have results displayed on the public recount results web site each evening.

Enter Recount Results

Recount: U.S. Representative District 3

Back
Save
Reset

Precinct	Nov 6 Votes for FONZARELLI	Nov 6 Votes for CUNNINGHAM	Recount Votes for FONZARELLI	Recount Votes for CUNNINGHAM	Recount All OTHER Ballots	Ballots Challenged by CUNNINGHAM	Ballots Challenged by FONZARELLI	Ballots Challenged by BOTH	Precinct Complete
0005-BLOOMINGTON W-1 P-07	0	0	0	0	0	0	0	0	☒
0010-BLOOMINGTON W-1 P-08	0	0	0	0	0	0	0	0	☐

14.2 CANVASSING BOARD REPORTS

For county or state offices wholly within one county, recount results are input into ERS, the printed Results Worksheet and Challenged Ballot reports can be used to resolve challenged ballots with the canvassing board. After determinations made by the canvassing board on challenged ballots have been input into ERS, updated state or county abstracts are generated within ERS and presented to the county canvassing board.

For federal offices or state offices in multiple counties, recount results input into ERS will be used to prepare a challenged ballot report for the state canvassing board. After determinations made by the canvassing board on challenged ballots have been input into ERS, an updated canvassing report will be generated and presented to the state canvassing board (or county canvassing board for a state office wholly within a single county or for a county office).

15.0 PUBLIC RECOUNT RESULTS

Federal and state office recounts reported in ERS may be publicly reported daily on the OSS website. For local office recounts, the recount official should notify interested parties of the outcome of the recount and cross reference recount findings in all permanent records. File a copy of Report of Recount Canvass in or with:

- Apparent winner
- Apparent loser
- Secretary of State (for state elections)
- Media
- Precinct tally lists
- Canvass book
- Election work folder
- Voting Equipment vendor if recount demonstrated equipment problems

16.0 ELECTION CONTESTS

Contests are judicial proceedings which occur following the filing of a lawsuit. A recount is one possible remedy in an election contest. Any voter in the election district (not just a candidate) may file a contest lawsuit. Time for notice of a contest for an office which is recounted pursuant to [M.S. 204C.35](#) or [M.S. 204C.36](#) shall begin to run upon certification of the results of the recount by the canvassing board. An election contest does not delay the timing of issuance of the certificate of election after the canvassing board has declared the results. ([M.S. 209](#))

APPENDIX

NOTICE OF RECOUNT

Date of Notice:

Notice to Candidates:

Notice to Auditor:

Dates of Recount:

Starting Times:

Location:

Office to be recounted:

The recount is open to the public.

EXAMPLE LOCAL RECOUNT FORM-NOTICE TO CANDIDATES

[insert date]

Name

Address

Address

SUBJECT: OFFICIAL NOTICE OF RECOUNT COUNTY COMMISSIONER []

The purpose of this letter is to officially inform you that pursuant to M.S. § 204C.36, a recount has been requested by candidate [insert candidate name] [at his own expense] or [and must be provided without cost pursuant to state law].

The [Supervisor of Elections or County Auditor] will be conducting a recount of the [insert name of contest and district number] office and will be counting [number of segregated precincts that will be counted at one time] beginning on [insert date] at [insert time] in Room [insert room] of the [insert location and address]. This recount will be open to the public and candidates may be represented by counsel.

If you have any questions or concerns regarding this recount process, please feel free to contact me directly at [insert phone number].

Sincerely,

[insert name]

[Supervisor of Elections or County Auditor]

c: [insert name], _____ County Attorney

[insert name], _____ County Administrator

County Public Information

County Commissioners

Appropriate Clerks

Candidates

RECOUNT CHECKLIST

Forms and Instructions for Recount Team

- ☐ List of duties for recount team
- ☐ Steps in recount procedure
- ☐ Checklist
- ☐ General procedures
- ☐ Oral Instructions
- ☐ Publicly funded recount legal steps
- ☐ Emergency contact numbers
- ☐ Counter training & training schedule
- ☐ Location and date
- ☐ Backup location identified
- ☐ 4 to 8 hours to pull training materials together
- ☐ Training to be 2 hours – 6 sessions
- ☐ Recount official training
- ☐ Develop materials & schedule training
- ☐ Determine number of team leaders
- ☐ State Law
- ☐ With index to recount specific sections

Recount Events

- ☐ Schedule recount activities
- ☐ Establish calendar of events
- ☐ Notify:
 - ☐ OSS Staff
 - ☐ Candidates
 - ☐ County Auditors
 - ☐ County courthouse security
- ☐ Media –draft media press release
- ☐ Counters and team leads
- ☐ Law Enforcement
- ☐ Canvassing Board
- ☐ Schedule information session for recount team
- ☐ Establish firm guidelines for release for ALL information to media & staff
- ☐ Designate media point of contact
- ☐ Only media point of contact has authority to give recount results
- ☐ Inquires
- ☐ Clearly list individual staff and department duties

Ballot Handling

- ☐ Transportation
- ☐ Identify who will schedule (control) ballot transport
- ☐ Memo to involved jurisdictions of procedure for preparing ballots for transportation
- ☐ Determine delivery schedule
- ☐ Security around ballots
- ☐ Hire security
- ☐ 24/7 security
- ☐ Counting Method (single or multiple stations)
- ☐ Determine ballot workflow on-site

Observers and Media

- ☐ Know and enforce limitation on number of observers
- ☐ Check observers/media in and out. Keep a log
- ☐ Provide easily identifiable name badges & require their use.
- ☐ Provide observer/media packet. Include:
 - ☐ Schedule of Events
 - ☐ Governing Laws, Purposes & processes.
 - ☐ Copy of original results
 - ☐ Contact information

Recount Results

- ☐ Determine how results will be released; as count progresses or at completion?
- ☐ Notify interested parties of recount outcome.
- ☐ Notify Canvassing Board

Logistics

- ☐ Staffing: on-going or in shifts?
- ☐ Identify number for recount team(s)
- ☐ Identify Recount Officials
- ☐ Costs
- ☐ Furniture – Table & Chairs
- ☐ Recount Set Up
- ☐ May need partitions
- ☐ Include an outer walkway for media and observers.
- ☐ Parking for counters
- ☐ Miscellaneous
- ☐ After hours contacts
- ☐ Maps

Supplies

HANDCOUNTING BALLOTS IN A RECOUNT

Preparing ballots from AB precincts

****If not already completed, ballots from AB precincts must be separated by precinct.**

1. The recount official opens the ballot containers from the absentee precincts (including any write-ins);
2. One member of the recount team sorts ballots from the AB precincts by precinct;
3. Second member of the recount team reviews sorted ballots to verify they have been properly sorted;
4. When completed, absentee ballots are sealed in separate envelopes by precinct.

Counting a Precinct

****The following steps should be completed by at least one team of 2 recount staff.**

1. Recount official opens precinct ballot containers (including any write-ins) and combines ballots with ballots from the appropriate absentee precinct envelope;
 - a. If the absentee precinct results were originally reported as a separate absentee total for the precinct, then absentee ballots for the precinct are recounted separately from the precinct ballots;
 - b. If the absentee precinct results were originally included in the precinct results (as required for state primary and state general elections), the precinct ballots (including write-ins) are combined with the ballots from the appropriate absentee precinct and all ballots will be counted and reported together as one total.
2. Recount team faces the ballots so they are all facing the same direction.
3. Recount official examines ballots and determines (using M.S. 204C.22) for whom the ballot was cast;
 - a. One pile for candidate A on the left;
 - b. One pile for candidate B on the right;
 - c. Other ballots in a third pile;
 - i. Other candidates, overvotes, undervotes.
4. Candidate or candidate's representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot.
5. Keep the challenged ballots separated in piles by the challenging candidate.
6. Count the ballots in the piles as determined by the recount official.
7. When counting a specific pile, ballots must be stacked crosswise in groups of 25;

- a. Candidate or candidate's representative may immediately request that a pile of 25 be recounted a second time.
8. After all ballot piles have been counted, the vote counts for each candidate are announced and recorded in the candidates and "other" column of the Recount Results Worksheet.
9. Recount official reviews challenged ballots with candidate or candidate's representative;
 - a. May withdraw previous challenge
 - b. Record remaining challenged ballots in the "Challenged by columns" of the Recount Results Worksheet
 - c. If using Option 1 counting method, **Do Not** adjust the candidate column totals.
10. Challenged ballots must be labeled;
 - a. Precinct name, reason for the challenge, name of candidate initiating the challenge (or candidate represented and name of representative initiating the challenge);
 - b. Format: "Not {intent determined by sorter}, is {how challenger views intent}";
 - i. i.e. "Not Smith, is undervote", "Not Jones, is identifying mark";
 - c. On back of ballot and numbered sequentially across the county;
 - i. i.e. 1, 2, 3, etc., not Smith 1, 2, 3 and Jones 1, 2, 3.
11. Challenged ballots placed in "Challenged Ballots" envelope for that day;
 - a. Labeled and sealed at the end of the day.
12. The totals are written on the Recount Results Worksheet;
 - a. If ERS and ENR are being used to report results, input results daily;
 - b. Print Recount Results Worksheet to proof input;
 - c. Mark the Precinct Complete checkbox for proofed precincts;
 - d. Only precincts with the Precinct Complete checkbox marked will be displayed on the public recount results web site each evening.
13. Recount official may make copies of challenged ballots;
 - a. 4 copies (Auditor or clerk (if municipal or school election), OSS (if state election), both candidates);
 - b. Accompanied by others if leaving room.
14. Recount official reseals the ballot container for the precinct in public view.
15. Repeat steps for additional precincts.

16. When finished recounting all precincts, the recount official sign completed summary statement (recount worksheet) and sends both the summary statement and "Challenged Ballots" envelope(s) to the appropriate canvassing board.

RECOUNT WORKSHEET TEMPLATE

Recount Worksheet

State General Election
Tuesday, [Month] [##], 20[##]

County – [County], Recount – [Office/Question]

Precinct	Nov 8 Votes for [cand1]	Nov 8 Votes for [cand2]	Recount Votes for [cand1]	Recount Votes for [cand2]	Recount All OTHER Ballots	Ballots Challenged by [cand2]	Ballots Challenged by [cand1]	Ballots Challenged by BOTH	Recount Team Initials	Date Precinct Counted
[Precinct 1 Name/Number]	###	###	—	—	—	—	—	—	—	—
[Precinct 2 Name/Number]	###	###	—	—	—	—	—	—	—	—
Totals:	####	####	—	—	—	—	—	—	—	—

We certify that the numbers entered on this recount summary statement correctly show the recounted number of votes for each candidate in this recount.

Date: _____

Signatures of recount official(s) _____



CONSENT AGENDA

Originating Department: Highway

Item: Amended MnDOT Rural Lighting Agreement — CSAH 11 & TH 14

Background:

Approve the amended rural lighting agreement (1059219A01) with MnDOT for the CSAH 11 and TH 14 intersection. The original agreement was approved March 18, 2025 by the Board.

The agreement is amended to update the State Project Number from State Project No. 0804-121 to State Project No. 8827-441 because the State was unsuccessful in letting State Project No. 0804-121 as a Negotiated Construction Contract. The lighting system from that Project was added to State Project No. 8827-441.

Supporting Documents:

1. 1059219A01 Agr Brown Co

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
BROWN COUNTY
AMENDMENT NO. 1**

Original State Project Number (SP):	<u>0804-121</u>
Amended State Project Number:	<u>8827-441</u>
Trunk Highway Number (TH):	<u>14=007</u>
Federal Project Number:	<u>STBG 8827(036)</u>
Lighting Feed Point:	<u>County</u>

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Brown County acting through its Board of Commissioners ("County").

Recitals

1. The State has a contract with the County identified as MnDOT Contract No. 1059219 ("Original Contract") to provide maintenance and ownership by the County of the lighting system construction and other associated construction upon, along, and adjacent to Trunk Highway No. 14 at County State Aid Highway No. 11; and
2. This Agreement is amended to update the State Project Number from State Project No. 0804-121 to State Project No. 8827-441 because the State was unsuccessful in letting State Project No. 0804-121 as a Negotiated Construction Contract. The lighting system from that Project was added to State Project No. 8827-441; and
3. The State and the County are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. All references to State Project No. 0804-121 in the Original Contract are updated to State Project No. 8827-441.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

BROWN COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: County Board Chair

Date: _____

By: _____

Title: County Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

**Resolution No 2025-4
Brown County Resolution**

**TH 14/CSAH 11 Lighting System
County Board Acceptance of Agreement**

The following Resolution was offered by Commissioner Berg and moved for adoption at a regular board meeting held on March 18, 2025, at the Brown County Courthouse, New Ulm, MN:

IT IS RESOLVED, that Brown County enter into MnDOT Agreement No. 1059219 with the State of Minnesota, Department of Transportation for the following purpose:

To provide ownership, operation, and maintenance of a Lighting System on Trunk Highway (T.H.) No. 14 at County State Aid Highway No. 11. The contract construction is to be performed under State Project No. 0804-121 (T.H. 14 = 007).

IT IS FURTHER RESOLVED that the County Board Chair and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Seconded by Commissioner Veerkamp and the same being put to a vote was duly carried.

The Resolution shall become effective immediately and without publication.

Adopted by the following vote: Ayes 4 Nays 0.

Dated this 18th day of March 2025.



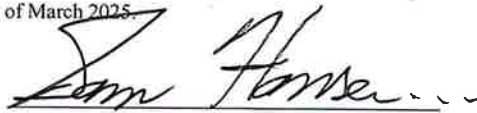
Brian Braun
Vice-Chairman, Brown County

CERTIFICATION

State of Minnesota
County of Brown

I, Sam Hansen, duly appointed, qualified and acting County Administrator for the County of Brown, State of Minnesota, do hereby certify that I have compared the foregoing copy of a Resolution with the original minutes of the proceedings of the Board of County Commissioners, Brown County, Minnesota, at their session held on the 18th day of March, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at New Ulm, Minnesota, this 18th day of March 2025.



Sam Hansen
County Administrator



Brown County
MINNESOTA

CONSENT AGENDA

Originating Department: Human Resources

Item: Staffing Report

Background:

Supporting Documents:

1. Staffing Report

Staffing Report						
Effective Date	Position	Department	Employee Name	Status	Notes	Number of Open positions
6/23/2026	FT Bus Driver	Transit		Offer Pending	FT position replacing 30+ and two <29 positions	1
6/9/2026	FT Deputy Sheriff	Sheriff		Reposted Position		1
6/16/2026	IT - Systems Administrator	IT		Interviewing		1
7/7/2026	FT - Assistant County Attorney	Attorney		Interviewing		1
7/15/2026	FT - Eligibility Worker	HS		Accepting Applications		2
7/22/2026	Election Judges - Temp	AT		Accepting Applications	Per KH opening additional 2 positions that were on hold. 67 day temporary position with intermittent hours and end date of November 25, 2026. Paid according to set per diem rates	2
7/20/2026	FT - Corrections Officer	Corrections	Alexis Palomo	Accepted Offer Pay grade 5, step 1 (\$25.79 hr)		Filled
7/16/2026	FT - Eligibility Worker	HS	Susana Vera	Resigned effective immediately	was hired 01/12/2026	



REQUEST FOR BOARD ACTION

Requested Board Date: 8/4/2026

Requested Presentation Time (if applicable):

Originating Department: Highway

Presenter: Andrew Lang, Engineer, Alexandra Davis,
Assistant Engineer

Item: SAP 008-617-010 Reconstruction Project on CSAH 17 (3 mins)

Board Action Requested:

Award the contract for the CSAH 17 Reconstruction Project to the appropriate bidder, M.R. Paving & Excavating, with a low bid of \$4,171,873.55, contingent on the City of Comfrey's approval.

Background:

• **SAP 008-617-010; CSAH 17 — In Comfrey; Reconstruction; 0.739 miles**

The bids were opened on July 29, 2026. The project is scheduled to begin on or before September 8, 2026, and take up to 95 working days to complete. The project will be funded with regular and municipal State Aid, Wheelage Tax, County local funds and City of Comfrey local and PFA funds as shown in the current ten-year program.

Reconstruction of CSAH 17 along the South County Line in Comfrey is planned. The City is proposing to replace water and sanitary sewer throughout the project. This road will be sub-cut and a granular base built to support 10-ton loads, with new curb and gutter and bituminous pavement. The storm sewer system will also be reconstructed with a new main.

The resulting summary abstract of bids is attached. The Highway Department recommends the low bid.

Supporting Documents:

1. 008-617-010 Bid Summary
2. 3-2026 Contract

Administrator's Comments:

Andrew Lang, Highway
Andrew Lang, Highway
Charles Hanson, Attorney
Sam Hansen, Administration

Created/Initiated - 7/29/2026
Approved - 7/29/2026
Approved - 7/29/2026
Final Approval - 7/30/2026

Contract 3-2026 -- SAP 008-617-010; CSAH 17 Reconstruct - Bid Summary



Report Date	Contract Name	Contract Number	Release Date	Bid opening	Addendum 1	Addendum 2
2026-07-29	3-2026 -- SAP 008-617-010; CSAH 17 Reconstruct	3-2026	6/29/2026, 12:00 AM	Jul 29, 2026, 10:00 AM	7/20/2026, 12:00 AM	7/20/2026, 12:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$4,633,607.50	
M.R. Paving & Excavating, Inc.	\$4,171,873.55	9.96% UNDER
Holtmeier Construction Inc	\$4,290,127.76	7.41% UNDER
Mathiowetz Construction Company	\$4,594,689.59	0.84% UNDER
Hulstein Excavating Inc	\$4,657,545.05	0.52% OVER
Ulland Brothers Inc.	\$4,685,705.50	1.12% OVER
ICON, LLC.	\$4,800,473.50	3.60% OVER
Duininck, Inc.	\$4,926,308.22	6.32% OVER

STATE OF MINNESOTA
COUNTY OF BROWN
C O N T R A C T
HIGHWAY CONSTRUCTION

This agreement, made this 4th day of August 2026 between the County of Brown in the State of Minnesota, party of the first part, hereinafter called the County, and

M.R. Paving & Excavating, Inc. of 2020 North Spring St, New Ulm, MN 56073

party of the second part, hereinafter called the Contractor. Witnesseth that the Contractor, for and in consideration of the payment or payments herein specified:

Four Million, One Hundred Seventy-One Thousand, Eight Hundred Seventy-Three Dollars & Fifty-Five Cents, (\$4,171,873.55)

and by the County to be made, hereby covenants and agrees to furnish all materials (except such as specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction on

CSAH 17, S.A.P. 008-617-010

located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached and hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions on file therefore on the office of the Brown County Highway Department, which Plans, Specifications and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or before September 8, 2026, and will have all phases of work completed in every respect to the satisfaction and approval of the County within 95 working days.

IN WITNESS WHEREOF, the said County has caused these presents to be executed and the contractor has hereunto subscribed their name.

Dated at New Ulm, Minnesota, this 4th day of August 2026

County of Brown;

By: _____
Scott Windschitl, Chairman County Board

Sam Hansen, County Administrator

Contractor;

By: _____
Contractor

Approved as to form and execution this ____ day of _____, 2026

Charles Hanson, County Attorney



REQUEST FOR BOARD ACTION

Requested Board Date: 8/4/2026

Requested Presentation Time (if applicable):

Originating Department: Highway

Presenter: Andrew Lang, Engineer, Alexandra Davis,
Assistant Engineer

Item: Highway Department Monthly Update Report (10 mins)

Board Action Requested:

Accept and order file the Highway Department Monthly Update for Construction and Maintenance Projects.

Background:

The Highway Department has been performing summer maintenance, construction project inspection, 2027 project plan preparation and future project development.

1. Engineering Projects Update

- 2025 Surfacing Projects
- CSAH 10 Streambank Stabilization Project
- 2026 CIR Projects
- CSAH 17 Comfrey Reconstruction Project
- CSAH 24 Streambank Stabilization Project
- Future Projects

2. Maintenance Projects Update

- Seal Coating
- Blading
- Bituminous Patching
- Mowing - Top Cuts
- Brush Spraying
- Equipment Maintenance & Cleanup
- Building Repairs
- Miscellaneous Projects

3. Drainage Ditch Systems Update

4. Questions

Supporting Documents:

None

Administrator's Comments:

Kellie Augustin, Administration
Andrew Lang, Highway
Sam Hansen, Administration

Created/Initiated - 7/28/2026
Approved - 7/28/2026
Final Approval - 7/29/2026



REQUEST FOR BOARD ACTION

Requested Board Date: 8/4/2026

Originating Department: Administration

Requested Presentation Time (if applicable):

Presenter: Sam Hansen, County Administrator

Item: Heart of New Ulm Leadership Committee Appointment (2 mins)

Board Action Requested:

Consider the appointment of Dave Borchert to a new Ad-Hoc committee appointment for the Heart of New Ulm (HONU) Leadership committee.

Background:

Commissioner Dave Borchert has been asked to serve on the Heart of New Ulm Leadership team. This would be a new committee and it was mentioned in the June 23rd meeting to bring this forward as an RBA. Current members of the leadership team include: Jen Maurer (NUMC), Jaimee Brand (BCPH), Carisa Buegler (NUMC), Chris Dalton (City of NU), Lydia Drexler (Firmenich), Nate Groeber (NUMC), Sean Koster (ISD 88), Sarah Leslie (Community Rep), Michelle Markgraff (Community Rep), Sarah Warmka (NU Chamber), and Jessica Weisbrich (Oak Hills).

Supporting Documents:

None

Administrator's Comments:

Sam Hansen, Administration

Created/Initiated - 7/16/2026

Sam Hansen, Administration

Final Approval - 7/16/2026



Highway Committee Meeting Agenda
August 4, 2026

1. Memorial Highway Designation
2. Roadside Herbicide Application
3. Crop Damage Policy
4. Springfield Cold Storage Update
5. Highway Equipment Replacement Schedule
6. Miscellaneous

Meeting is scheduled to follow the August 4th Brown County Board meeting.

Andrew Lang
Brown County Engineer