

**PENNINGTON COUNTY
BOARD OF COMMISSIONER'S MEETING
JUSTICE CENTER – COUNTY BOARD ROOM
TUESDAY, SEPTEMBER 27TH, 2022, 5:00 P.M.**

AGENDA - REVISED

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Recognition of Citizens** – Individual's present may address the Board about items not on the regular agenda; no action on these items is required at this time.
- 5. Approval of the Board minutes; bills**
- 6. Regular Agenda**
 - 5:05 Julie Sjostrand – Human Services Director
- Consent Agenda
 - 5:10 Jamie Bakken – Pennington Co. Historical Society
 - 5:20 Mike Flaagan – County Engineer
- Highway Dept. Items.
 - 5:35 Steve Stone – Veteran's Service Officer
- 7. County Auditor-Treasurer Items**
 - a. 2023 budget**
- 8. County Coordinator Items**
 - a. Update on Govt Center 1st floor remodel**

- b. Auditorium lease agreement**
- c. 2023 CVSO Grant Resolution**
- d. Affidavit for duplicate warrant**
- e. DMV personnel update**

9. County Attorney Items

10. Committee Reports / Commissioner Updates

11. Adjournment

(This agenda is subject to change)

**OFFICIAL PROCEEDINGS
PENNINGTON COUNTY BOARD OF COMMISSIONERS
JUSTICE CENTER BOARD ROOM
SEPTEMBER 13TH, 2022 – 10:00 A.M.**

Pursuant to adjournment, the Pennington County Board of Commissioners met in the Pennington County Justice Center Board Room in Thief River Falls, MN, on Tuesday, September 13th, 2022, at 10:00 a.m. Members Present: Seth Nelson, Bruce Lawrence, and Neil Peterson. Members absent: Darryl Tveitbakk, David Sorenson.

The meeting was called to order by Chairman Lawrence and the Pledge of Allegiance was recited.

Chairman Lawrence asked if there were any amendments to the agenda. Hearing none, Commissioner Peterson motioned, seconded by Commissioner Nelson, to approve the Board agenda as presented. Motion carried.

Recognition of Citizens: None.

Motioned by Commissioner Nelson, seconded by Commissioner Peterson, to approve the Board of minutes of August 23rd, 2022, as written. Motion carried.

Motioned by Commissioner Peterson, seconded by Commissioner Nelson, to approve the following Commissioner warrants. Motion carried.

County Revenue	\$114,825.06
Road & Bridge	\$ 73,926.07
Solid Waste Facility	\$ 1,074.30
Ditch Funds	\$ 2,364.08

Per diems and meal reimbursements in the amount of \$2,863.34 were also approved.

Charity Brault, Kermit Genereux, and Heather Harbott of the NW MN Multi-County HRA met with the Board and discussed their levy and funding avenues. Recent activities include a grant application for rental rehabilitation in the City of TRF, the residential down payment assistance program, and the housing assistance payment program. Ms. Brault noted that legislation allowing their levy authority sunsets in 2024, and they are requesting a letter of support from the six associated counties regarding an extension of their levy authority. Motioned by Commissioner Peterson, seconded by Commissioner Nelson, to approve a letter supporting the HRA's effort to extend their levy authority for 10 years in the 2023 legislative session and authorize the Auditor-Treasurer to sign the same. Motion carried.

Grant Nelson – Ag Services/Solid Waste Coordinator, Cindi Kilen – Extension Office Manager, and Ashley Nerhus – Extension Educator/4-H, presented a quarterly update to the Board. Mr. Nelson has been working with landowners on noxious weeds, assisting the SWCD with drone work, proctoring pesticide tests, and taking soil samples. The Solid Waste Committee is discussing repairs needed to the transfer building and some

cleanup to be done, and the waste oil disposal sites in the county have been updated with ramps and pallets. Mr. Nelson noted that more than half of his work is for area counties, and he is glad to be a part of the committee researching drones.

Ms. Nerhus presented a 4-H summer report, noting that enrollment is up 42% from 2021. Recent activities include youth daytrips, 4-H engagement with the Latch Key program, youth mentoring other youth, youth showcase at the county and state fair, and what's next with 4-H and upcoming events.

Motioned by Commissioner Nelson, seconded by Commissioner Peterson, to approve the lease of a new Konica C300i color copier from Marco for Pennington County Extension at a cost of \$128.67/month, which includes a monthly service fee of \$30.00. Motion carried.

Ms. Kilen stated that she has been assisting Ms. Nerhus with the local and state fairs and the 4-H program. The Master Gardeners has planted and maintained local flower beds in the community and at Pioneer Village, and also held a garden tour held during Riverfest and the All-School Reunion. The Master Gardener program is accepting new applications on the University website until 10/01/22. The Home Council program met in August and held their annual Spring Fling. Ms. Kilen noted she does pressure canner gauge testing as well.

Peter Nelson – Pennington County SWCD District Manager, presented a resolution to submit, adopt, and implement the Clearwater watershed management plan. If approved by all affiliated counties, it will be submitted to the MN Board of Water and Soil Resources for review. The following resolution was introduced by Commissioner Peterson and seconded by Commissioner Nelson. Discussion followed with Mr. Nelson noting that roughly 11% of Pennington County is in the Clearwater Watershed District. Hearing no further discussion, the motion was carried.

Resolution to Submit, Adopt and Implement the Clearwater River Watershed Comprehensive Watershed Management Plan

WHEREAS, Pennington County is a member of the Clearwater River Watershed One Watershed One Plan Policy Committee; and

WHEREAS, Pennington County has been an active participant in the development of the Clearwater River Watershed Comprehensive Watershed Management Plan (Plan); and

WHEREAS, Pennington County recommended the Clearwater River Watershed One Watershed One Plan Policy Committee submit the Plan for 60 day comment; and

WHEREAS, no major changes were requested by state agencies in the final comment period;

WHEREAS, the Plan will serve as a substitute for either the SWCD comprehensive plan or county local water management plan as per Ch 103C or 103B, respectively, for the duration of the state approved Plan.

NOW, THEREFORE, BE IT RESOLVED, that Pennington County approves submission of the Plan to the Board of Water and Soil Resources (BWSR) Board. Contingent on recommendation of plan approval by the BWSR Northern Committee and subsequent BWSR approval, Pennington County hereby adopts and will begin implementation of the Plan for the area of the County identified within the Plan.

County Sheriff Ray Kuznia presented the following LEC items:

An RFP was recently conducted for a new food service vendor for Corrections and Meals on Wheels, and proposals were received from Summit and Skillet Kitchen. After a full review of the bid prices and overall quality, Sheriff Kuznia is recommending the approval of Skillet Kitchen as the new food service vendor. Mr. Kuznia noted that Summit is the current vendor and has requested to term their contract effective October 1st, 2022. Motioned by Commissioner Nelson, seconded by Commissioner Peterson, to approve the bid of Skillet Kitchen, to approve a 12-month, renewable contract with Skillet Kitchen for Correctional and Meals on Wheels food service effective 10/01/22, and to authorize termination of the current contract with Summit effective 10/01/22. Motion carried.

Mr. Kuznia discussed the Lead Records Clerk and Records Clerk positions in his department, currently held by Maria Srnsky and Krystal Carlson, respectively. He is recommending the positions be reclassified as Legal Secretary/Paralegal as they now assist the Deputies and Investigator with many admin duties. Motioned by Commissioner Peterson, seconded by Commissioner Nelson, to approve the reclassification of the Lead Records Clerk and Records Clerk positions to Legal Secretary/Paralegal effective January 1st, 2023. Motion carried.

Sheriff Kuznia noted that the LEC budget for 2023 should be at 0% after supplement funding via the American Rescue Plan. The Board commended the Sheriff and his department for their work on the budget.

Julie Sjostrand – Human Services Director, and Stacy Anderson – Fiscal Supervisor, presented the 2023 Human Services proposed budget. The budget includes the purchase of a vehicle and COLA salary increases but is still coming in at a 0% increase. The Board took their budget under advisement and commended the department for their work on the budget.

Mike Flaagan – County Engineer, and Lori Marquis – Highway Accountant, met with the Board regarding the following items:

Engineer Flaagan discussed a motor grader lease for 2023 and presented the following two quotes received. The prices listed are annual lease payments for a six-year lease:

RDO Equipment Co.	\$53,562.18
Ziegler / CAT	\$55,848.69

Mr. Flaagan recommended the bid of RDO Equipment Co. and would like to order the motor grader asap as prices are set to increase after September 2022. The expected delivery date is June 2023. Motioned by Commissioner Peterson, seconded by

Commissioner Nelson, to approve the bid of RDO Equipment Co. in the annual amount of \$53,562.18 for the six-year lease of a 2023 John Deere 770G motor grader. Motion carried. Mr. Flaagan noted that the leasing of motor graders has and continues to work well for the County.

Mr. Flaagan and Ms. Marquis discussed the 2023 proposed budget for the Highway Dept. They noted that the increase is mainly due to cost of fuel, equipment, and COLA salary increases. Discussion was held on dept. equipment, equipment rotation, and mowing of ditches this fall season. It was noted that their budget is up about \$200,000 from 2022, however, supplemental ARPA funding can be used to help reduce the budget and effect on the levy. The Board thanked them for their work on the budget and took it under advisement.

Engineer Flaagan stated that the Red Lake County Engineer has resigned, and while they pursue a new engineer, they have proposed an agreement with Pennington County for engineering services on an interim basis at a monthly cost of \$10,000. Such costs would be split between the Engineer, Assistant Engineer, and Pennington County. Mr. Flaagan noted that the Red Lake County Board approved the contract at their meeting held this morning. Motioned by Commissioner Peterson, seconded by Commissioner Nelson, to approve an agreement with Red Lake County in which Pennington County will provide interim engineering services at a cost of \$10,000 per month, effective upon agreement signature. Discussion followed with Mr. Flaagan noting the agreement includes a 10-day right to terminate by either party. He plans to spend roughly 12 hours/week assisting RLC but will be available to Pennington County while there. Following discussion, the motion was carried.

Engineer Flaagan provided an update on spring flooding damages. He noted approximately \$200,000 in FEMA-related damages, mainly related to emergency graveling of roads and damage under the golf course bridge for sloping. Other bridges in the county have slope damage but are covered under other Federal programs. Mr. Flaagan stating that they are still awaiting delivery of some larger culverts from True North Steel.

Auditor-Treasurer Items:

Motioned by Commissioner Peterson, seconded by Commissioner Nelson, to appoint the following Auditor-Treasurer office staff to the Mail Ballot, Absentee Ballot, and UOCAVA Ballot Board for the 2022 General Election. Motion carried.

Julie Stennes
Jessica Dybedahl
Danielle Miller

The County Auditor-Treasurer reviewed the following proposed, 2023 department budgets: County Board, District Court, TZD, Law Library, Court Administration, Auditor-Treasurer, Elections, Officer Imprest, Data Processing, County Attorney, Drug Forfeiture, County Recorder, County Recorder Technology Account, Technology,

County Assessor, Government Center, Custodial, Capital Improvement, County Coroner, Veteran's Service Office, Motor Vehicle, Justice Center Building, Crime Victim Services, Emergency Management, Auditorium, Snowmobile Trails, County Extension, Conservation, Natural Resources Block Grant, Aquatic Species, Human Services Building, Unallocated, Dept 804 (ARPA funding), Bonds.

The Auditor-Treasurer reviewed the 2023 proposed levy, which has calculated to \$11,689,107, or 4.7428%. She noted the levy could go below 3% if ARPA funding is used to supplement the Highway Dept. budget for 2023.

County Coordinator Items:

Motioned by Commissioner Nelson, seconded by Commissioner Peterson, to approval a proposal by Lawrence Builders for the Government Center 1st floor remodel project in the amount of \$15,350, with the bid including suspended ceiling materials and installation, and installation of carpet, LVT tile, and kitchen cabinetry. Motion carried.

Motioned by Commissioner Peterson, seconded by Commissioner Nelson, to approve a proposal by Northern Woodwork, Inc. in the amount of \$5,200 for new kitchen cabinets and countertops for the Government Center 1st floor remodel project. Motion carried.

The County Coordinator noted that interviews for the vacant positions of DMV Deputy Registrar and Custodian I will be held on September 19th, 2022.

The following resolution was introduced by Commissioner Peterson, seconded by Commissioner Nelson, and upon vote was unanimously carried.

RESOLUTION ON SPECIAL SESSION

WHEREAS, the people of Minnesota have critical infrastructure needs, including the replacement and upgrade of roads, bridges, and airport facilities that cannot be delayed, and

WHEREAS, without additional funding through a bonding bill, counties will have to drastically raise taxes on residents and businesses to pay for necessary infrastructure projects that have been made even more expensive due to inflation and procurement shortages, and

WHEREAS, the Minnesota Legislature failed to pass a bonding bill in the 2022 legislative session, and

WHEREAS, County Program Aid (CPA) is an essential aid program to Minnesota Counties, helping to restrain local property taxes, and

WHEREAS, the CPA appropriation has not kept up with the County's needs and inflation, making it more difficult for Counties to provide public safety, core infrastructure, Human Services, libraries, and other services without imposing significant levy increases or service cuts, and

WHEREAS, the Legislature failed to pass a tax bill in the 2022 legislative session that would have increased CPA appropriation, and

WHEREAS, the state of Minnesota has a multi-billion-dollar surplus, and
WHEREAS, additional funds are required to match millions of dollars in available federal funds.

BE IT RESOLVED the Board of Commissioners of Pennington County, Minnesota urges through this resolution to Governor Tim Waltz to declare a special session and to have lawmakers work in a bi-partisan way to pass a bonding bill and a tax bill that includes a CPA increase, and

BE IT FURTHER RESOLVED that this resolution be transmitted to US 7th Congressional Representative Michelle Fischbach, Senator Amy Klobuchar, Senator Tina Smith, Speaker of the House Melissa Hortman, Senator Majority Leader Jeremy Miller, House Minority Leader Kurt Daudt, Senate Minority Leader Melissa Lopez Franzen, Senator Mark Johnson, Representative John Burkel, and Governor Timothy Walz.

County Attorney Items:

County Attorney Seamus Duffy noted that a request was made to move the trial for Reinbold vs. State but it was denied by Judge Yon. The trial start date has been changed to September 21st, 2022 and will continue through October 7th, 2022.

Committee Reports/Commissioner Updates:

Commissioner Peterson reminded the Board that the AMC Fall Policy Conference is being held this week. It was noted that Commissioner Sorenson will not be able to attend due to a death in the family, which is also why he is not in attendance today.

Motioned by Commissioner Peterson, seconded by Commissioner Nelson, to adjourn the Board meeting to September 27th, 2022, at 5:00 p.m. Motion carried.

ATTEST:

Kevin Erickson, County Coordinator
Pennington County

Bruce Lawrence, Chairman
Board of Commissioners

Pennington County Financial System



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

Explode Dist. Formulas?: Y

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

DRAFT

Pennington County Financial System



Jennifer
9/26/22 4:43PM

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

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1 County Revenue

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
71	1604 ACCURATE CONTROLS, INC 01-201-000-0000-6330		72.50	TECH SUPPORT	18127	TRAVEL & EXPENSE	N
	1604 ACCURATE CONTROLS, INC		72.50	1 Transactions			
31	1011 ACE HARDWARE 01-111-000-0000-6300		21.98	BULBS - GOV CENTER	116015	REPAIRS & MAINTENANCE	N
26	01-111-000-0000-6300		17.87	REMODEL MEETING RM B	116814	REPAIRS & MAINTENANCE	N
27	01-111-000-0000-6403		6.59	FLOOR CLEANER - RECORDERS	116876	JANITORIAL SUPPLIES - COURTHOL	N
28	01-111-000-0000-6300		51.06	PAINT SUPPLIES - MEETING RM B	117034	REPAIRS & MAINTENANCE	N
29	01-041-000-0000-6300		4.99	LIGHTS - AUDITORIUM	117204	REPAIRS & MAINTENANCE	N
30	01-111-000-0000-6300		2.99	KEY - INTERCOUNTY NURSING	117207	REPAIRS & MAINTENANCE	N
	1011 ACE HARDWARE		105.48	6 Transactions			
51	1364 AUTO VALUE 01-201-000-0000-6304		11.75	HEADLIGHT #11	9589741	REPAIR & MAINTENANCE - SQUADS	N
	1364 AUTO VALUE		11.75	1 Transactions			
35	2360 BENSON/ASHLEY 01-106-000-0000-6330		229.38	AUG-SEPT ASSESSING MILEAGE		TRAVEL & EXPENSE	N
79	01-106-000-0000-6330		51.88	MILEAGE - ASSESSING		TRAVEL & EXPENSE	N
	2360 BENSON/ASHLEY		281.26	2 Transactions			
63	2405 BLACK/TRAVIS 01-251-000-0000-6245		17.42	MEAL REIMBUR JAIL CONFERENCE	13-SEP	CONTINUING EDUCATION	N
64	01-251-000-0000-6245		20.00	MEAL REIMBUR JAIL CONFERENCE	16-SEP	CONTINUING EDUCATION	N
	2405 BLACK/TRAVIS		37.42	2 Transactions			
45	2050 BREDESON SUPPLY 01-091-000-0000-6401		18.95	NOTARY STAMP - KRISTEN	213324	SUPPLIES	N
	2050 BREDESON SUPPLY		18.95	1 Transactions			
70	2307 BRODIN COMFORT SYSTEMS 01-218-000-0000-6300		1,606.48	WALL BOX CONTROLLER - DISPATCH	63731	REPAIRS & MAINTENANCE	N
42	01-800-000-0000-6300		491.75	REPAIR AC -SOCIAL SERVICES	63810	REPAIRS & MAINTENANCE	N
	2307 BRODIN COMFORT SYSTEMS		2,098.23	2 Transactions			
65	2322 BRUZEK/CARL 01-106-000-0000-6241		25.00	REGION MEETING JUNE		DUES - ASSESSOR	N
66	01-106-000-0000-6241		25.00	REGION MEETING JULE		DUES - ASSESSOR	N
77	01-106-000-0000-6330		222.60	MILEAGE - MEEETINGS		TRAVEL & EXPENSE	N

Pennington County Financial System



Jennifer
9/26/22 4:43PM

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

1 County Revenue

Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
78	01-106-000-0000-6330			53.58	MILEAGE - ASSESSING		TRAVEL & EXPENSE	N
	2322 BRUZEK/CARL			326.18		4 Transactions		
	3110 C'MON INN							
46	01-091-000-0000-6261			599.94	LODGING - ATTY GENERAL		CONSULTING & LEGAL SERVICES-A	N
48	01-091-000-0000-6261			199.98	HOTEL - STATE VS REINBOLD		CONSULTING & LEGAL SERVICES-A	N
	3110 C'MON INN			799.92		2 Transactions		
	3397 CASANOVA/DAVID							
2	01-251-000-0000-6245			29.12	MEAL REIMBURSEMENT		CONTINUING EDUCATION	N
3	01-251-000-0000-6245			20.00	MEAL REIMBURSEMENT		CONTINUING EDUCATION	N
	3397 CASANOVA/DAVID			49.12		2 Transactions		
	3408 CODE 4 SERVICES INC							
8	01-201-000-0000-6631			3,275.00	DSR2X RADAR SYSTEM	7599	FURNITURE & EQUIPMENT	N
9	01-201-000-0000-6631			17,001.04	WARNING/PROTECTIVE EQUIPMENT	7600	FURNITURE & EQUIPMENT	N
	3408 CODE 4 SERVICES INC			20,276.04		2 Transactions		
	3311 COLE PAPERS, INC.							
14	01-218-000-0000-6300			156.50	AIR FILTERS - JUSTICE CENTER	10177620	REPAIRS & MAINTENANCE	N
25	01-111-000-0000-6403			204.15	TOWELS - GOV CENTER	10179568	JANITORIAL SUPPLIES - COURTHOL	N
23	01-218-000-0000-6403			233.20	WHITE CAN LINER - JC	10179568	JANITORIAL SUPPLIES	N
22	01-800-000-0000-6403			142.65	CLEANER - SS	10179568	JANITORIAL SUPPLIES	N
24	01-800-000-0000-6403			337.96	BLACK CAN LINER - SS	10179568	JANITORIAL SUPPLIES	N
16	01-111-000-0000-6403			114.63	BLACK LINERS - GOV CENTER	10186028	JANITORIAL SUPPLIES - COURTHOL	N
18	01-218-000-0000-6403			285.36	BATH TISSUE - JC	10186028	JANITORIAL SUPPLIES	N
19	01-218-000-0000-6403			145.04	TOWELS - JC	10186028	JANITORIAL SUPPLIES	N
17	01-800-000-0000-6403			83.42	BLACK LINERS - SS	10186028	JANITORIAL SUPPLIES	N
15	01-801-000-0000-6401			1,771.00	COPY PAPER - GOV CENTER	10189735	SUPPLIES-UNALLOCATED	N
21	01-111-000-0000-6403			90.48	CAN LINER - GOV CENTER	10189969	JANITORIAL SUPPLIES - COURTHOL	N
20	01-218-000-0000-6403			135.72	CAN LINER - JC	10189969	JANITORIAL SUPPLIES	N
74	01-218-000-0000-6403			83.05	NITRILE GLOVES - JUSTICE CENTE	10201713	JANITORIAL SUPPLIES	N
75	01-218-000-0000-6403			51.63	DISINFECTANT - LEC	10201713	JANITORIAL SUPPLIES	N
76	01-218-000-0000-6403			59.08	AIR FILTER - LEC	10201713	JANITORIAL SUPPLIES	N
	3311 COLE PAPERS, INC.			3,893.87		15 Transactions		
	4310 D & T VENTURES							
99	01-070-000-0000-6301			450.00	PROPERTY TAX WEBSITE SUPPORT	301976	MAINTENANCE AGREEMENT	N
	4310 D & T VENTURES			450.00		1 Transactions		

Pennington County Financial System



Jennifer
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1 County Revenue

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
6001	FALLS DIVERSE ABILITIES CORPORATION						
43	01-501-000-0000-6262		78.75	CLEAN AUDITORIUM	18146	OTHER SERVICES	N
44	01-501-000-0000-6262		79.50	CLEAN AUDITORIUM	18156	OTHER SERVICES	N
6001	FALLS DIVERSE ABILITIES CORPORATION		158.25	2 Transactions			
6314	FARM & HOME PUBLISHERS						
41	01-201-000-0000-6405		260.00	10 PLAT BOOKS		GENERAL SUPPLIES	N
6314	FARM & HOME PUBLISHERS		260.00	1 Transactions			
6006	FARMERS UNION OIL						
32	01-290-000-0000-6330		95.69	FUEL COUNTY VEHICLE		Travel & Expense	N
6006	FARMERS UNION OIL		95.69	1 Transactions			
7450	GRINDELAND/ALEXA						
34	01-106-000-0000-6330		282.51	JULY-SEPT ASSESSING MILEAGE		TRAVEL & EXPENSE	N
7450	GRINDELAND/ALEXA		282.51	1 Transactions			
8014	HUGOS #7						
10	01-003-000-0000-6330		11.73	FOOD MEETING		TRAVEL & EXPENSE	N
11	01-801-000-0000-6801		39.53	FOOD - PAINTING GVMT BUILDING		MISCELLANEOUS EXPENSE	N
8014	HUGOS #7		51.26	2 Transactions			
10418	JOHNSON CONTROLS FIRE PROTECTION L						
52	01-218-000-0000-6300		1,149.98	ANNUAL FIRE ALARM INSPECT	23082772	REPAIRS & MAINTENANCE	N
10418	JOHNSON CONTROLS FIRE PROTECTION L		1,149.98	1 Transactions			
11312	KARPEL SOLUTIONS						
33	01-091-000-0000-6301		6,375.00	ATTORNEY SOFTWARE	58389	MAINTENANCE AGREEMENT	N
11312	KARPEL SOLUTIONS		6,375.00	1 Transactions			
12323	LAWRENCE/BRUCE						
67	01-003-000-0000-6330		216.25	MILEAGE - AMC CONFERENCE		TRAVEL & EXPENSE	N
68	01-003-000-0000-6330		19.27	MEAL REIMBURSEMENT		TRAVEL & EXPENSE	N
69	01-003-000-0000-6330		281.88	HOTEL - AMC CONFERENCE		TRAVEL & EXPENSE	N
12323	LAWRENCE/BRUCE		517.40	3 Transactions			
14328	NELSON/BRANDY						
6	01-251-000-0000-6245		61.00	HOLIDAY FUEL REIMBURSEMENT		CONTINUING EDUCATION	N
4	01-251-000-0000-6245		30.00	MEAL REIMBURSEMENT	13-SEP	CONTINUING EDUCATION	N
5	01-251-000-0000-6245		20.00	MEAL REIMBURSEMENT	16-SEP	CONTINUING EDUCATION	N

Pennington County Financial System



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

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1 County Revenue

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
14328	NELSON/BRANDY		111.00		3 Transactions		
47	14478 NELSON/SETH 01-003-000-0000-6330		281.88	LODGING		TRAVEL & EXPENSE	N
	14478 NELSON/SETH		281.88		1 Transactions		
62	15323 OFFICE DEPOT 01-220-000-0000-6405		120.89	HP 952 INK	264641043001	GENERAL SUPPLIES	N
12	01-041-000-0000-6401		344.67	TONER	265582207001	SUPPLIES - AUDITOR	N
13	01-041-000-0000-6401		181.63	TONER	265582647001	SUPPLIES - AUDITOR	N
	15323 OFFICE DEPOT		647.19		3 Transactions		
173	16462 PENNINGTON COUNTY 4-H LEADERS COUN 01-601-000-0000-6801		2,182.50	MN POLLUTION CONTROL GRANT		MISCELLANEOUS EXPENSE - EXTEN	G
	16462 PENNINGTON COUNTY 4-H LEADERS COUN		2,182.50		1 Transactions		
40	16359 PENNINGTON COUNTY CRIME VICTIM 01-272-000-0000-6262		100.00	GIFT CARDS FOR TRANSPORTATION	9/12/2022	Other Services	N
49	01-272-000-0000-6401		30.00	TRIAL AND OFFICE SUPPLIES	CHK#001126	SUPPLIES - CRIME VICTIM	N
50	01-272-000-0000-6262		105.95	VISA CARD FOR TRANSPORTATION	HUGOS RCT#0087	Other Services	N
	16359 PENNINGTON COUNTY CRIME VICTIM		235.95		3 Transactions		
38	16119 POLK COUNTY SHERIFF 01-091-000-0000-6262		88.50	SUBPENA SERVICE -SR	20201134	OTHER SERVICES	N
37	01-091-000-0000-6262		45.00	SUBPENA SERVICE -RR	202201135	OTHER SERVICES	N
	16119 POLK COUNTY SHERIFF		133.50		2 Transactions		
1	16470 PPI CONSULTING 01-201-000-0000-6262		475.00	EXAMINATION AB	22-236	OTHER SERVICES	S
	16470 PPI CONSULTING		475.00		1 Transactions		
36	16448 PREMIUM WATERS, INC. 01-601-000-0000-6401		68.50	AUGUST WATER BILL	176888	SUPPLIES - EXTENSION	N
	16448 PREMIUM WATERS, INC.		68.50		1 Transactions		
171	18440 READITECH IT SOLUTIONS 01-070-000-0000-6801		12,000.00	BLOCK SERVICES		MISCELLANEOUS EXPENSE - DP	N
111	01-804-000-0000-6636		44.43	PHONE ADAPTOR EXT REMODEL	252309	BUILDING IMPROVEMENTS	N
172	01-601-000-0000-6631		1,463.99	HP PROBOOK COMPUTER 4-H EDUCAT	252441	FURNITURE & EQUIPMENT - EXTEN	N
112	01-804-000-0000-6636		226.00	SWITCH EXTENSION MOVE REMODEL	252442	BUILDING IMPROVEMENTS	N

Pennington County Financial System



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

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1 County Revenue

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
113	01-070-000-0000-6801		500.00	ONSITE TECHNICIAN	252443	MISCELLANEOUS EXPENSE - DP	N
114	01-041-000-0000-6210		222.86	IT GLOBAL SEPT - AUD/TREAS	252748	E-MAIL SERVICES	N
115	01-070-000-0000-6263		445.71	IT GLOBAL SEPT - HIGHWAY	252748	COMPUTER SERVICES - DP	N
116	01-070-000-0000-6263		297.14	IT GLOBAL SEPT - ICN	252748	COMPUTER SERVICES - DP	N
117	01-070-000-0000-6263		891.43	IT GLOBAL SEPT - WELFARE	252748	COMPUTER SERVICES - DP	N
118	01-070-000-0000-6263		49.52	IT GLOBAL SEPT - DATA	252748	COMPUTER SERVICES - DP	N
119	01-070-000-0000-6263		140.00	IT GLOBAL SEPT - DATA	252748	COMPUTER SERVICES - DP	N
120	01-091-000-0000-6300		99.05	IT GLOBAL SEPT - ATTORNEY	252748	REPAIRS & MAINTENANCE	N
121	01-101-000-0000-6300		123.81	IT GLOBAL SEPT - RECORDER	252748	REPAIRS & MAINTENANCE	N
122	01-106-000-0000-6300		74.29	IT GLOBAL SEPT - ASSESSOR	252748	REPAIRS & MAINTENANCE	N
123	01-121-000-0000-6300		49.52	IT GLOBAL SEPT - VET SERVICE	252748	Repairs & Maintenance	N
124	01-132-000-0000-6300		148.57	IT GLOBAL SEPT - MOTOR VEHICLE	252748	REPAIRS & MAINTENANCE	N
125	01-270-000-0000-6300		24.77	IT GLOBAL SEPT - CRIME VICTIM	252748	REPAIRS & MAINTENANCE	N
126	01-290-000-0000-6300		49.52	IT GLOBAL SEPT - EMER MGNT	252748	Repairs & Maintenance	N
127	01-601-000-0000-6300		123.81	IT GLOBAL SEPT - EXTENSION	252748	REPAIRS & MAINTENANCE	N
101	01-041-000-0000-6202		19.74	SEPT PBX PHONE - AUDITOR	252799	TELEPHONE-AUDITOR	N
102	01-041-000-0000-6202		39.47	SEPT PBX PHONE - TREASURER	252799	TELEPHONE-AUDITOR	N
103	01-091-000-0000-6202		39.46	SEPT PBX PHONE - ATTORNEY	252799	TELEPHONE - ATTORNEY	N
105	01-101-000-0000-6202		39.47	SEPT PBX PHONE - RECORDER	252799	TELEPHONE - RECORDER	N
106	01-106-000-0000-6202		19.73	SEPT PBX PHONE - ASSESSOR	252799	TELEPHONE - ASSESSOR	N
107	01-111-000-0000-6202		19.73	SEPT PBX PHONE - CUSTODIAN	252799	TELEPHONE - COURTHOUSE	N
108	01-121-000-0000-6202		39.47	SEPT PBX PHONE - VET SERVICE	252799	TELEPHONE - VETS SERVICE	N
109	01-132-000-0000-6202		19.73	SEPT PBX PHONE - MOTOR VEHICLE	252799	TELEPHONE - MOTOR VEHICLE	N
100	01-218-000-0000-6202		19.74	SEPT PBX PHONE - JUSTICE CENTE	252799	TELEPHONE	N
104	01-270-000-0000-6202		19.73	SEPT PBX PHONE - CRIME VICTIM	252799	TELEPHONE	N
110	01-601-000-0000-6202		19.73	SEPT PBX PHONE - EXTENSION	252799	TELEPHONE - EXTENSION	N
169	01-070-000-0000-6263		40.00	REMOTE BACKUP MANAGER - SEPT	252973	COMPUTER SERVICES - DP	N
170	01-070-000-0000-6263		16.00	SYNOLOGY BACKUP STORAGE - SEPT	253030	COMPUTER SERVICES - DP	N
128	01-003-000-0000-6210		42.45	HOSTED EXCHANGE - SEPT	253102	E-MAIL SERVICES	N
141	01-003-000-0000-6210		17.35	ARCHIVING SEPT	253102	E-MAIL SERVICES	N
168	01-003-000-0000-6210		43.75	HOSTED OFFICE APPS SEPT	253102	E-MAIL SERVICES	N
129	01-041-000-0000-6210		33.96	HOSTED EXCHANGE - SEPT	253102	E-MAIL SERVICES	N
138	01-041-000-0000-6210		20.82	ARCHIVING SEPT	253102	E-MAIL SERVICES	N
151	01-041-000-0000-6210		6.00	POP EMAIL SEPT	253102	E-MAIL SERVICES	N
164	01-041-000-0000-6210		43.75	HOSTED OFFICE APPS SEPT	253102	E-MAIL SERVICES	N
139	01-070-000-0000-6210		3.47	ARCHIVING SEPT	253102	E-MAIL SERVICES	N
140	01-070-000-0000-6210		10.41	ARCHIVING SEPT	253102	E-MAIL SERVICES	N
152	01-070-000-0000-6210		8.00	POP EMAIL SEPT	253102	E-MAIL SERVICES	N
156	01-070-000-0000-6210		114.46	ENCRYPTION SEPT -GC	253102	E-MAIL SERVICES	N

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1 County Revenue

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
157	01-070-000-0000-6210		23.60	ENCRYPTION SEPT - ICN	253102	E-MAIL SERVICES	N
159	01-070-000-0000-6210		114.46	ENCRYPTION SEPT - WELFARE	253102	E-MAIL SERVICES	N
130	01-091-000-0000-6210		33.96	HOSTED EXCHANGE - SEPT	253102	E-MAIL SERVICES	N
142	01-091-000-0000-6210		17.35	ARCHIVING SEPT	253102	E-MAIL SERVICES	N
163	01-091-000-0000-6300		35.00	HOSTED OFFICE APPS SEPT	253102	REPAIRS & MAINTENANCE	N
137	01-101-000-0000-6300		8.49	HOSTED EXCHANGE - SEPT	253102	REPAIRS & MAINTENANCE	N
143	01-101-000-0000-6300		13.88	ARCHIVING SEPT	253102	REPAIRS & MAINTENANCE	N
153	01-101-000-0000-6300		4.00	POP EMAIL SEPT	253102	REPAIRS & MAINTENANCE	N
165	01-101-000-0000-6300		8.75	HOSTED OFFICE APPS SEPT	253102	REPAIRS & MAINTENANCE	N
136	01-106-000-0000-6300		8.49	HOSTED EXCHANGE - SEPT	253102	REPAIRS & MAINTENANCE	N
144	01-106-000-0000-6300		17.35	ARCHIVING SEPT	253102	REPAIRS & MAINTENANCE	N
154	01-106-000-0000-6300		6.00	POP EMAIL SEPT	253102	REPAIRS & MAINTENANCE	N
167	01-106-000-0000-6300		17.50	HOSTED OFFICE APPS SEPT	253102	REPAIRS & MAINTENANCE	N
134	01-111-000-0000-6210		8.49	HOSTED EXCHANGE - SEPT	253102	E-MAIL SERVICES	N
150	01-111-000-0000-6300		3.47	ARCHIVING SEPT	253102	REPAIRS & MAINTENANCE	N
131	01-121-000-0000-6210		8.49	HOSTED EXCHANGE - SEPT	253102	E-MAIL SERVICES	N
145	01-121-000-0000-6210		3.47	ARCHIVING SEPT	253102	E-MAIL SERVICES	N
162	01-121-000-0000-6300		8.75	HOSTED OFFICE APPS SEPT	253102	Repairs & Maintenance	N
146	01-132-000-0000-6300		17.35	ARCHIVING SEPT	253102	REPAIRS & MAINTENANCE	N
155	01-132-000-0000-6300		10.00	POP EMAIL SEPT	253102	REPAIRS & MAINTENANCE	N
161	01-132-000-0000-6300		35.00	HOSTED OFFICE APPS SEPT	253102	REPAIRS & MAINTENANCE	N
132	01-270-000-0000-6202		8.49	HOSTED EXCHANGE - SEPT	253102	TELEPHONE	N
147	01-270-000-0000-6300		3.47	ARCHIVING SEPT	253102	REPAIRS & MAINTENANCE	N
133	01-290-000-0000-6210		8.49	HOSTED EXCHANGE - SEPT	253102	E-MAIL SERVICES	N
148	01-290-000-0000-6210		3.47	ARCHIVING SEPT	253102	E-MAIL SERVICES	N
166	01-290-000-0000-6210		8.75	HOSTED OFFICE APPS SEPT	253102	E-MAIL SERVICES	N
135	01-601-000-0000-6300		16.98	HOSTED EXCHANGE - SEPT	253102	REPAIRS & MAINTENANCE	N
149	01-601-000-0000-6300		13.88	ARCHIVING SEPT	253102	REPAIRS & MAINTENANCE	N
158	01-601-000-0000-6300		2.00	POP EMAIL SEPT	253102	REPAIRS & MAINTENANCE	N
160	01-601-000-0000-6300		26.25	HOSTED OFFICE APPS SEPT	253102	REPAIRS & MAINTENANCE	N
18440	READITECH IT SOLUTIONS		18,166.47	73 Transactions			
999999997	ROLLER/HUNTER						
55	01-252-000-0000-6330		11.90	MEAL REIMBUR SNIPER TRNG #16		TRAVEL & EXPENSE	N
56	01-252-000-0000-6330		14.75	MEAL REIMBUR SNIPER TRNG #16		TRAVEL & EXPENSE	N
57	01-252-000-0000-6330		30.00	MEAL REIMBUR SNIPER TRNG #16		TRAVEL & EXPENSE	N
58	01-252-000-0000-6330		20.63	MEAL REIMBUR SNIPER TRNG #16		TRAVEL & EXPENSE	N
59	01-252-000-0000-6330		14.43	MEAL REIMBUR SNIPER TRNG #16		TRAVEL & EXPENSE	N
60	01-252-000-0000-6330		14.96	MEAL REIMBUR SNIPER TRNG #16		TRAVEL & EXPENSE	N

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

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1 County Revenue

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
61	01-252-000-0000-6330		32.43	MEAL REIMBUR SNIPER TRNG #16		TRAVEL & EXPENSE	N
999999997	ROLLER/HUNTER		139.10	7 Transactions			
999999997	STONE'S SECUTIRY SYSTEMS INC						
7	01-201-000-0000-6202		336.00	MONITORING/TEXT TO PHONE PICS	10709	Telephone	N
999999997	STONE'S SECUTIRY SYSTEMS INC		336.00	1 Transactions			
12332	TRITECH SOFTWARE SYSTEMS						
73	01-259-000-0000-6801		424.96	LETG - GUARDIAN INTERFACE/JAIL	361283	MISCELLANEOUS EXPENSE - CANTI	N
12332	TRITECH SOFTWARE SYSTEMS		424.96	1 Transactions			
12427	TURESON/TIFFANY						
54	01-220-000-0000-6420		99.99	UNIFORM ALLOWANCE REIMB		UNIFORMS	N
12427	TURESON/TIFFANY		99.99	1 Transactions			
999999997	VOSEN/BRIANA						
53	01-251-000-0000-6420		180.00	UNIFORM ALLOWANCE REIMB		JAILER UNIFORMS	N
999999997	VOSEN/BRIANA		180.00	1 Transactions			
23069	WASHINGTON COUNTY SHERIFF						
98	01-091-000-0000-6262		140.00	CIVIL PROCESS FEES		OTHER SERVICES	N
23069	WASHINGTON COUNTY SHERIFF		140.00	1 Transactions			
23346	WELLS FARGO CREDIT CARD SERVICES						
97	01-290-000-0000-6801		39.00	LATE CHARGE		Miscellaneous Expense	N
23346	WELLS FARGO CREDIT CARD SERVICES		39.00	1 Transactions			
23303	WEST GROUP PAYMENT CENTER						
39	01-016-000-0000-6242		376.99	SEPT SUBSCRIPTIONS	847033822	SUBSCRIPTIONS - LAW LIBRARY	N
23303	WEST GROUP PAYMENT CENTER		376.99	1 Transactions			
23317	WILLIAMS/JO						
72	01-251-000-0000-6245		23.14	MEAL REIMBURSEMENT		CONTINUING EDUCATION	N
23317	WILLIAMS/JO		23.14	1 Transactions			
1 Fund Total:			61,371.98	County Revenue		39 Vendors	156 Transactions

Pennington County Financial System



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

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3 Road & Bridge

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
95	6349 FASTENAL COMPANY 03-350-000-0000-6551		37.94	WEDGE ANCHOR, CARBIDE DRILL		SIGNS	N
96	03-350-000-0000-6551		62.73	CAP SCREW		SIGNS	N
	6349 FASTENAL COMPANY		100.67	2 Transactions			
94	6318 FSSOLUTIONS 03-320-000-0000-6801		59.38	RANDOM DRUG SCREEN		MISCELLANEOUS EXPENSE	N
	6318 FSSOLUTIONS		59.38	1 Transactions			
92	13302 M-R SIGN CO, INC 03-350-000-0000-6551		1,203.40	COUNTY ROUTE MARKERS		SIGNS	N
93	03-350-000-0000-6551		126.07	NO PARKING SIGNS		SIGNS	N
	13302 M-R SIGN CO, INC		1,329.47	2 Transactions			
90	13393 MINNESOTA NORTHERN RAILROAD INC 03-350-000-0000-6252		46.00	ELECTRICITY RR SIGNAL-AUGUST		ELECTRICITY	N
	13393 MINNESOTA NORTHERN RAILROAD INC		46.00	1 Transactions			
91	13317 MN COUNTY ENGINEERS ASSN 03-320-000-0000-6245		175.00	D2ENGINEER/STATE AID MEETING		CONTINUING EDUCATION	N
	13317 MN COUNTY ENGINEERS ASSN		175.00	1 Transactions			
89	14440 NORTHDALE OIL INC. 03-350-000-0000-6560		4,435.77	GAS & DIESEL SHOP 500		GAS & DIESEL	N
	14440 NORTHDALE OIL INC.		4,435.77	1 Transactions			
88	14311 NORTHWEST ELECTRIC 03-350-000-0000-6801		304.77	REPAIR STREET LIGHT		MISCELLANEOUS EXPENSE	N
	14311 NORTHWEST ELECTRIC		304.77	1 Transactions			
87	16067 PEMBERTON LAW, P.L.L.P. 03-350-000-0000-6261		269.00	EMPLOYEE MATTER		CONSULTING & LEGAL SERVICES	Y
	16067 PEMBERTON LAW, P.L.L.P.		269.00	1 Transactions			
86	16379 POLK COUNTY HIGHWAY DEPARTMENT 03-350-000-0000-6549		1,261.09	18" PIPE		CULVERTS	N
85	03-350-000-0000-6565		43,613.88	CALCIUM CHLORIDE		ROAD MATERIALS	N
	16379 POLK COUNTY HIGHWAY DEPARTMENT		44,874.97	2 Transactions			
	16448 PREMIUM WATERS, INC.						

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

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3 Road & Bridge

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
84	03-320-000-0000-6401		25.50	WATER		SUPPLIES	N
16448	PREMIUM WATERS, INC.		25.50		1 Transactions		
83	03-330-000-0000-6261		200.00	RETAINER DRAINAGE ISSUES		CONSULTING & LEGAL SERVICES	N
18357	RINKE NOONAN		200.00		1 Transactions		
3 Fund Total:			51,820.53	Road & Bridge		11 Vendors	14 Transactions

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Pennington County Financial System



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

32 Solid Waste Facility

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
19324	SAFETY-KLEEN SYSTEMS, INC.						
82	32-390-000-0000-6262		120.00	USED OIL FILTERS	88531457	OTHER SERVICES-SCORE ACCOUN	N
81	32-390-000-0000-6262		60.00	USED OIL FILTERS	89635673	OTHER SERVICES-SCORE ACCOUN	N
80	32-390-000-0000-6262		437.42	USED OIL FILTERS	89722518	OTHER SERVICES-SCORE ACCOUN	N
19324	SAFETY-KLEEN SYSTEMS, INC.		617.42	3 Transactions			
32 Fund Total:			617.42	Solid Waste Facility	1 Vendors	3 Transactions	
Final Total:			113,809.93	51 Vendors	173 Transactions		

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Pennington County Financial System



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	61,371.98	County Revenue
3	51,820.53	Road & Bridge
32	617.42	Solid Waste Facility
All Funds	113,809.93	Total

Approved by,

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Pennington County Financial System



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

Explode Dist. Formulas?: Y

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

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Pennington County Financial System



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

1 County Revenue

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	8355 HENNINGSEN/ALEXANDER 01-251-000-0000-6330		30.00	MEAL REIMBURSEMENT		TRAVEL & EXPENSE	N
	8355 HENNINGSEN/ALEXANDER		30.00	1 Transactions			
2	12323 LAWRENCE/BRUCE 01-003-000-0000-6103		250.00	AMC CONFERENCE		PER DIEMS - BOARD	N
	12323 LAWRENCE/BRUCE		250.00	1 Transactions			
1 Fund Total:			280.00	County Revenue	2 Vendors	2 Transactions	
Final Total:			280.00	2 Vendors	2 Transactions		

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Pennington County Financial System



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	280.00	County Revenue
All Funds	280.00	Total

Approved by,

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PENNINGTON COUNTY HUMAN SERVICES

HUMAN SERVICE COMMITTEE

CONSENT AGENDA

On a motion by Commissioner _____ and seconded by
Commissioner _____, The Following recommendations of the
Pennington County Human Service Committee for September 20, 2022 (detailed minutes on
record) are hereby adopted:

SECTION A

- I. To approve the August 16, 2022, Human Service Committee Meeting minutes.
- II. To approve the agency's personnel action as presented.
- III. A. To approve the CY 2023 Tri-Valley Transportation Business Contract between Tri-Valley Opportunity Council, Inc., and Pennington County Human Services, as presented.

SECTION B

- I. To approve payment of the Agency's bills.

Aye

Nay

Chairperson

Date

LEASE

THIS AGREEMENT, to be effective the 1st day of September, 2022 by and between Pennington County, a municipal corporation hereinafter referred to as “Lessor”, and St. Bernard’s Catholic Church, hereinafter referred to as “Lessee”, WITNESSETH:

1. **PREMISES.** Lessor hereby leases unto Lessee a portion of the building situated on real property located at 123 North Main Avenue in the City of Thief River Falls, County of Pennington and State of Minnesota, described as follows:

A portion of Lot Nine (9) and all of Lots Ten (10), Eleven (11), and Twelve (12) of Block Fifty-six (56) of the Townsite of Thief River Falls.

The portion of the building leased to the Lessee is the gymnasium.

2. **POLICIES.** Lessee agrees to abide by all statutes and ordinances, and all regulations now and hereafter established by Lessor, all of which are made a part hereof. This includes any ADA policies and or rules.
3. **TERM.** The term of this lease shall be 1 year commencing on the 1st day of September, 2022 and terminating on the 31st day of August, 2023. The Lessee shall use the gymnasium for seven (7) months on each year. The months for each year include October 1 – December 31, 2022 and January 1 – April 30, 2023, unless sooner terminated as hereinafter provided.
 - 3.1 **Early Termination.** The Lessee may terminate this Lease upon thirty (30) days written notice, with or without cause.
 - 3.2 **Time.** Monday, Tuesday and Thursday from 8:00 a.m. until 3:00 p.m. Other times as agreed to by the parties. However, should the Lessee want to use the premises on other times, they must contact the Lessor one week in advance of the anticipated use.
4. **RENT.** The total rent paid each month is \$325.00. This rent shall be payable on or before the 1st day of this Lease and the first day of each month for each month the Lessee uses the building.
5. **UTILITIES.** Lessor shall provide utilities.
6. **REPAIR AND MAINTENANCE.** Lessor shall be responsible for all minor repairs to the premises unless such repair is due to the action or inaction of the Lessee.

Lessor agrees to maintain gymnasium in suitable condition for volleyball including set up and take down of nets and standards.

If the premises shall be damaged other than by Lessee's negligence or willful act or that of its employees, agents, or visitors, to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end when this event occurs.

7. **ALTERATIONS.** Alterations include any changes or modifications to the facilities electrical system, mechanical system or structure. Lessee shall not make any alterations or additions to the premises.
8. **SIGNS.** Any signs to be erected and used by the Lessee shall be subject to the prior written approval of the Lessor and in compliance with state law and local ordinances now and hereafter established.
9. **POSSESSION.** Lessee shall take possession of the premises in its present condition, without any liability or obligation on the part of the Lessor to make any alteration, improvements, or repairs of any kind.

Lessee acknowledges that it shall not have sole use and possession of the whole building during the term of this lease. The Lessee shall respect the rights of others using other parts of the building prior to, during, or after its time of possession.

10. **USE.** Lessee shall only use the premises for the following purpose of Lessee's business. Any additional use of the premises shall require written approval of Lessor. Any use of the premises by minor children shall be supervised by an adult employed by the Lessee. All uses are subject to the Zoning Ordinance of the City of Thief River Falls and/or Pennington County and Lessor makes no representations as to the permitted uses hereunder.
11. **ACCESS.** Lessee shall permit Lessor and Lessor's agents to have access to and to enter the premises at all reasonable and necessary times to inspect the premises for any purpose connected with the repair, improvement, care and management of the premises or for any other purpose reasonably connected with Lessor's interest in the premises and to perform any work or other act found necessary on inspection.
12. **CONDEMNATION.** If the building on the premises, or such part thereof as would render the remainder unsuitable for Lessee's use, be appropriated or condemned by public authority or taken by proceedings in eminent domain, Lessee may, at its option, terminate this Lease on thirty (30) day written notice to Lessor, and rent shall be paid only to the time when Lessee surrenders possession of the premises. In the event of partial appropriation, Lessee may elect to continue in possession of the remaining part of the premises and in such case the Lessee shall be granted an equitable reduction of the rent payable hereunder. Any rent paid in advance beyond such time shall be returned by the Lessor to the Lessee upon demand.

13. **DAMAGE OR DESTRUCTION.** If the premises shall be damaged other than by Lessor's/Lessee's negligence or willful act or that of its employees, agents, or visitors, to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated to the time of the damage.

14. **INSURANCE.**

14.1. Lessee shall be responsible for insuring its own personal property within the premises and Lessor shall have no responsibility for any damage to, loss of, or theft of Lessee's personal property.

14.2. Lessee shall, during the term of this lease, at its expense, maintain a policy or policies of public liability insurance with respect to the premises in which Lessee and Lessor shall be covered by being named as insured parties under reasonable limits of liability of not less than the amounts dictated by Minnesota Statute §466.04. The Lessee shall hold harmless the lessor for any injury or death caused by the Lessee to its employees or others by actions of the Lessee or its employees.

Lessor shall, during the term of this lease, at its expense, maintain a policy or policies of public liability insurance with respect to the premises in which Lessor and Lessee shall be covered by being named as insured parties under reasonable limits of liability of not less than the amounts dictated by Minnesota Statute §466.04. The Lessor shall hold harmless the Lessee for any injury or death caused by the Lessor to its employees or others by actions of the Lessor or its employees.

14.3. Lessee shall not do anything in or about the premises which will in any way impair or invalidate the obligation of the insurer under the above policy or policies of insurance.

14.4. The insurance which the parties are required to maintain shall be issued by an insurance company licensed to do business in the State of Minnesota and acceptable to Lessor. The insurance policies shall provide for not less than thirty (30) days written notice to the other party before cancellation, non-renewal, termination or change in coverage and each party shall deliver a duplicate original or certificate of such insurance policy or policies. Failure to provide the duplicate original or certificate of insurance shall be deemed a breach of this Lease which shall immediately void and terminate this Lease with no notice of the Lessee as otherwise set out in this Lease.

- 14.5 Lessee hereby waives and releases any claims, liabilities and causes of action against Lessor, its agents and employees, for loss or damage to, or destruction of, any of the personal property whether that of Lessee or others in, upon or about the premises resulting from fire, explosion or other perils, whether included or not included in standard extended coverage insurance, whether cause by the negligence of any said persons or otherwise.
15. **DEFAULT.** If Lessee shall default in the payment of rent or in the performance of any of the terms, conditions or covenants of this Lease to be observed or performed by Lessee and Lessor shall give notice thereof to Lessee and if Lessee fails to cure such default within thirty (30) days after the date said notice is sent, then it shall be optional for the Lessor to declare this Lease forfeited and the said term ended, and to re-enter said premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom and Lessor shall be not liable for damages by reason of such re-entry or forfeiture.
16. **HOLD HARMLESS.** Lessee shall hold harmless Lessor from any liability for damages to any person or property in or upon the premises, including the person and property of Lessee and its employees and all persons in the premises at their invitation or sufferance, and from all damages resulting from Lessee's failure to perform the covenants of this Lease.
- Lessor shall not be liable for any damage to property of Lessee or of others located on the premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances or plumbing works or from the roof, streets, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature.
17. **ASSIGNMENT OF SUBLETTING.** Lessee shall not assign this lease or sublet all or any portion of the premises without first securing the written approval of the Lessor. No assignment or sublease shall relieve Lessee of the obligations imposed upon it by the terms of this Lease.
- 17.1 This Lease does not create the relationship of principal and agent or of partnership or of joint venture of any association between Lessor and Lessee, the sole relationship between the parties hereto being that of Lessor and Lessee.
18. **SURRENDER.** On the expiration date or upon the termination hereof, Lessee shall peaceably surrender the premises in good order, condition and repair, reasonable wear and tear only accepted. Any property of Lessee not removed prior to the expiration date or sooner termination, shall be deemed to have been abandoned. Any damage cause in removal of property by Lessee shall be repaired by Lessee at its expense. Lessee

shall promptly surrender all keys for the premises to Lessor upon expiration of this Lease.

19. **HOLDING OVER.** In the event Lessee remains in possession of the premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying the premises as a Lessee from month to month, subject to all the conditions, provisions and obligations of this Lease.

20. **NOTICES.** All notices and other communications required herein shall be in writing, mailed by certified mail, return receipt requested, to the last known address of each party, to be effective on the date of mailing. The address of each party, unless otherwise notified as required herein, is as follows:

Lessor:
Pennington County Auditor's Office
P.O. Box 616
Thief River Falls, MN 56701

Lessee:
St. Bernard's Catholic Church
117 Knight Avenue North
Thief River Falls, MN 56701

21. **SUCCESSORS AND ASSIGNS.** The terms, covenants and conditions hereof shall be binding upon and inure to the heirs, personal representatives, successors and assigns of the parties hereto, unless otherwise specified herein.

22. **GENERAL.**

22.1 No waiver of any covenant in this Lease or a breach of such covenant shall constitute a waiver of any other covenant or the continued breach of said covenant. No waiver of default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated.

22.2 If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22.3 The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

22.4 Lessee shall observe and comply with the rules and regulations set forth and with such further reasonable rules and regulations as

Lessor may prescribe, on written notice to Lessee, for the safety, care, cleanliness and use of the premises.

23. **TERMINATION BY LESSOR.** Lessor reserves the right to terminate this Lease at any time, with or without cause, upon thirty (30) days written notice to the Lessee.

PENNINGTON COUNTY

ST. BERNARD'S CATHOLIC CHURCH

Dated: _____

Dated: _____

By: _____
County Board Chairman

By: _____
It's Authorized Agent



AUDITOR – TREASURER’S OFFICE

101 Main Avenue North

P.O. Box 616

Thief River Falls, MN 56701

(218) 683-7000

RESOLUTION OF PENNINGTON COUNTY

BE IT RESOLVED, by the Pennington County Board of Commissioners, that the County enter into the attached Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county’s veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in the Minnesota Statutes 197.608, as amended by Minnesota Laws 2022, Regular Session, Chapter 54, Article 1, Section 3, Subdivision 2(e). This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED, by the Pennington County Board that Stephen Stone – CVSO, and Bruce Lawrence – Board Chairman, be authorized to execute the FY2023 CVSO Grant Agreement for the above-mentioned Program on behalf of the County.

WHEREUPON, the above resolution was adopted at Thief River Falls, MN this September 27th, 2022.

Bruce Lawrence, Chairman
Board of Commissioners

Date

STATE OF MINNESOTA PENNINGTON COUNTY

I, Kevin Erickson, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Pennington County Board of Commissioners, and that the above is a true and correct copy of a resolution passed and adopted by the County Board at a regular Board meeting held on September 27th, 2022, at 5:00 p.m.

Date: September 27th, 2022

Kevin Erickson, County Coordinator
Pennington County, MN