

**PENNINGTON COUNTY
BOARD OF COMMISSIONER'S MEETING
JUSTICE CENTER – COUNTY BOARD ROOM
TUESDAY, JANUARY 24th, 2023, 10:00 A.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

10:05 Julie Sjostrand – Human Services Director

10:10 Scott Mekash – Deputy Sheriff/Investigator
Dave Casanova – Jail Administrator

10:20 Carl Bruzek – County Assessor

10:30 Public Hearing – Economic Development Tax
Abatement

10:45 Mike Flaagan – County Engineer

10:50 Mike Lorensen – County Constituent

7. County Auditor-Treasurer Items

8. County Coordinator Items

9. County Attorney Items

10. Committee Reports / Commissioner Updates

11. Adjournment

**OFFICIAL PROCEEDINGS
PENNINGTON COUNTY BOARD OF COMMISSIONERS
JUSTICE CENTER BOARD ROOM
JANUARY 3RD, 2023 – 10:00 A.M.**

Pursuant to M.S. 375.07, the Pennington County Board of Commissioners met in the Pennington County Justice Center Board Room in Thief River Falls, MN, on Tuesday, January 3rd, 2023, at 10:00 a.m. Members Present: Seth Nelson, Bruce Lawrence, Roy Sourdif, David Sorenson, and Neil Peterson. Members absent: None.

The meeting was called to order by 2022 Chairman Lawrence and the Pledge of Allegiance was recited.

2022 Chairman Lawrence asked if there were any amendments to the agenda. Hearing none, Commissioner Sorenson motioned, seconded by Commissioner Sourdif, to approve the Board agenda as presented. Motion carried.

Recognition of Citizens: None.

Motioned by Commissioner Nelson, seconded by Commissioner Sorenson, to approve the Board of minutes of December 29th, 2022, as presented. Motion carried.

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

County Revenue	\$248,975.99
Road & Bridge	\$ 56,620.63
Solid Waste Facility	\$ 3,935.00
Justice Center Jail Bond Fund	\$604,303.13
Justice Center Capital Improvement	\$300,950.01
Ditch Funds	\$ 58,507.50

Per diems and meal reimbursements in the amount of \$1,525.00 were also approved.

The County Board proceeded to organize for year 2023 with the County Coordinator assisting by calling for nominations for Chairman. Commissioner Nelson nominated Commissioner Peterson as Chairman for 2023. Motioned by Commissioner Nelson, seconded by Commissioner Sorenson, that nominations cease and that a unanimous ballot be cast for Commissioner Peterson as Chairman. Motion unanimously carried.

The County Coordinator then called for nominations for Vice-Chairman. Commissioner Lawrence nominated Commissioner Nelson as Vice-Chairman for 2023. Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, that nominations cease and that a unanimous ballot be cast for Commissioner Nelson as Vice-Chairman for 2023. Motion unanimously carried.

Moved by Commissioner Sorenson, seconded by Commissioner Nelson, that the County Board express their appreciation to Commissioner Lawrence for serving as Chairman in 2022. Motion carried.

Moved by Commissioner Lawrence, seconded by Commissioner Nelson, that the dates for the regular meetings of the Board will be the second Tuesday at 10:00 a.m. and the fourth Tuesday at 10:00 a.m. of each month unless otherwise called, with the exception of the Statutory meeting in January that is set by law. Motion unanimously carried.

Moved by Commissioner Sorenson, seconded by Commissioner Sourdif, and pursuant to MS471.96, elected and appointed officials of the County be designated as representatives of the County in their respective State Association and are eligible for reimbursement of expenses by-law with presentation of verified claims. Motion unanimously carried.

Moved by Commissioner Nelson, seconded by Commissioner Lawrence, to appropriate and set aside in the Revenue Fund and authorize the Auditor-Treasurer to pay necessary expenses for postage, freight, telephone, water, lights, and other utilities as provided by MS375.16 as amended. Motion unanimously carried.

Commissioner Lawrence introduced the following resolution and moved for its adoption:

RESOLUTION

BE IT RESOLVED that the official newspaper of Pennington County shall be The Times for the year 2023, published weekly, each Wednesday, in Thief River Falls.

The foregoing resolution was duly seconded by Commissioner Sorenson, and upon vote was unanimously adopted.

Commissioner Lawrence introduced the following resolution and moved its adoption:

RESOLUTION

BE IT RESOLVED, that pursuant to the by-laws of the Association of Minnesota Counties, the following officers are named delegates of the County of Pennington, to-wit: Commissioners, Engineer, Auditor-Treasurer and County Attorney. Other officers may be authorized by the Board to attend as non-voting members.

The foregoing resolution was duly seconded by Commissioner Sorenson, and upon vote was unanimously carried.

The County Board reviewed the insurance premiums for the County's Workmen's Compensation, Property, Liability and error and omission policies. The insurance policies are all through the Minnesota Counties Intergovernmental Trust. Commissioner Nelson moved, seconded by Commissioner Sourdif, to approve the insurance premium rates for 2023 and authorize the County Auditor-Treasurer to pay as presented. Motion unanimously carried.

The County Board reviewed a list of Committee, Boards, and meetings that would allow for a per diem to be paid. Moved by Commissioner Lawrence, seconded by Commissioner Sourdif, to approve the following list of committees, boards, and meetings as meetings authorized to charge a per diem of attending on behalf of Pennington County. Motion unanimously carried.

Advance Thief River Committee
Airport Zoning Advisory Committee
AMC Legislative Review Committee
Annual Township Meetings
Area Transportation Plan
Association of Minnesota Counties Meetings
Building and Maintenance Committee
BWSR Wetland Meetings
Chamber of Commerce
Clearwater River 1 Watershed 1 Plan Policy Committee
Community Strong
Emergency Management Committee
Extension Committee
Gravel Tax Committee
Highway Committee
Household Hazardous Waste Meetings
Human Service Committee
Insurance Committee
Inter-County Community Council
Joint City/County Meetings
Juvenile Training Center Board
Law Enforcement Committee
Law Library Committee
Government Relations Committee
Minnesota Rural Counties
MNDOT County – Joint Facilities Committee
Northern Counties Land Use Coordinating Board
Northland Community and Technical College Advisory Committee
Northwest Minnesota Joint Powers Board
Northwest Regional Library Board
Northwest Minnesota Regional Emergency Communication Board
Land of the Dancing Sky Area Agency on Aging
Northwest Regional Development Commission Board
Northwest Regional Development Commission Transportation Committee
Pennington County Housing Loan Fund
Pennington County Water Resource Advisory Committee
Personnel Committee
Pine to Prairie Drug Task Force
Pennington County Historical Society Board
Red Lake River Corridor

Red Lake Watershed Meetings
Red Lake River 1 Watershed 1 Plan Policy Committee
Red River Basin Joint Powers Board
Red River Valley Development
Regional Insurance Board
Road, Bridge, and Culvert Committee
Safety Committee
Solid Waste Committee
Special County Board Meetings
Technology Committee
Thief River Falls Regional Airport Authority
Thief River Falls Library Board
Thief River 1 Watershed 1 Plan Policy Committee

Also, any other Committees that are established by the County Board or appointments made or meetings attended while representing Pennington County.

The following resolution was motioned by Commissioner Sorenson, seconded by Commissioner Sourdif, and upon vote was unanimously carried.

RESOLUTION

BE IT RESOLVED, that an employee that has been given a County vehicle for their use and the employee chooses to use their own vehicle anyway, the employee will not be reimbursed the County mileage rate unless the vehicle assigned to them is inoperable.

BE IT FURTHER RESOLVED, that the meal reimbursement for travel outside the County shall not exceed \$15 for breakfast, \$25 for a noon meal, and \$35 for an evening meal; that meal reimbursement shall be made for the exact expenditure, plus up to a 15% gratuity, and not the maximum amount allowed; itemized receipts, not totals receipts, must be attached to the claim form or no reimbursement will be made; no alcoholic beverages will be reimbursed,

BE IT FURTHER RESOLVED, that there shall be no reimbursement for meals within the County of Pennington,

BE IT FURTHER RESOLVED, that the meal reimbursement without lodging shall be submitted on a claim form, with receipt (s) attached, to be processed through payroll whereby withholding tax and FICA will be deducted and that meal reimbursements with overnight lodging will not enter into the payroll system,

BE IT FURTHER RESOLVED, that the County Auditor and Human Service Director are hereby given the authority to adjust the amounts of reimbursement if the above policy is not followed,

BE IT FURTHER RESOLVED that this meal and mileage policy shall be effective January 1st, 2023 and shall be reviewed at the County Board's discretion.

Motioned by Commissioner Nelson, seconded by Commissioner Sorenson, to appoint Seth Vettleson to represent Pennington County on the NW Juvenile Training Center

Board for a four-year term effective January 1, 2023, to December 31, 2026. Motion unanimously carried.

Moved by Commissioner Sourdif, seconded by Commissioner Sorenson, to appoint Jennifer Herzberg as MnCCC delegate with the Deputy Auditor-Treasurer Payroll/Accounting Manager as alternate. Motion unanimously carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sourdif, to appoint Scott Petrescue as the County Coroner for a one-year term ending December 31, 2023, as per MN Statutes 3901.005. Motion carried.

Moved by Commissioner Lawrence, seconded by Commissioner Sorenson, to approve the following appointments. Motion unanimously carried.

- Road, Bridge, and Culvert Committee
 - Commissioner Lawrence
 - Commissioner Sorenson
 - Commissioner Nelson
 - Commissioner Peterson
 - Commissioner Sourdif

- Human Service Committee
 - Commissioner Lawrence
 - Commissioner Sorenson
 - Commissioner Nelson
 - Commissioner Peterson
 - Commissioner Sourdif

- Law Library Committee
 - Commissioner Sourdif

- Building & Maintenance Committee
 - Government Center:**
 - Commissioner Sorenson
 - Commissioner Lawrence
 - County Coordinator Kevin Erickson
 - Auditor-Treasurer Jennifer Herzberg
 - Human Services Building:**
 - Commissioner Sorenson
 - Commissioner Lawrence
 - County Coordinator Kevin Erickson
 - Human Services Director Julie Sjostrand
 - L.E.C. / Justice Center:**
 - Commissioner Sorenson
 - Commissioner Lawrence
 - County Coordinator Kevin Erickson

County Sheriff Seth Vettleson

- Thief River Falls Airport Zoning Commission
Commissioner Nelson
- Thief River Falls Chamber of Commerce Representative
Commissioner Sourdif
- Inter-County Community Council Board
Commissioner Nelson
Commissioner Sourdif, Alternate
- NW Regional Development Transportation Committee
Commissioner Nelson
- Advance Thief River Advisory Board
Commissioner Sorenson
Commissioner Nelson, Alternate
- County Extension Committee
Commissioner Lawrence
Commissioner Peterson
- Pennington County Historical Society
Commissioner Nelson
- Pennington County Water Resource Advisory Committee
Commissioner Peterson
- Solid Waste Committee
Commissioner Nelson
Commissioner Lawrence
- Highway Committee
Commissioner Lawrence
Commissioner Peterson
- Household Hazardous Waste Joint Powers Board
Commissioner Nelson
Commissioner Lawrence, Alternate
- Land of the Dancing Sky Area Agency Aging Board/Region 1 Aging
Advisory
Commissioner Sorenson
Commissioner Sourdif, Alternate

- Regional Insurance Advisory Board of the Northwest Service Cooperative
Commissioner Sorenson
County Coordinator Kevin Erickson
- NW Regional Library Board and Thief River Falls Library Board
Commissioner Sourdif
- Minnesota Rural Counties Board
Commissioner Peterson
Commissioner Lawrence, Alternate
- Northern Counties Land Use Coordinating Board
Commissioner Peterson
Commissioner Nelson
- NW Regional Emergency Communications Board
Commissioner Lawrence
Commissioner Nelson, Alternate
- Pennington County Affordable Housing Fund Advisory Board
Commissioner Sorenson
- Pennington & Red Lake County Public Health & Home Care Board
Commissioner Lawrence
- Labor/Personnel Committee
Commissioner Lawrence
Commissioner Peterson
- Pennington County Safety Committee
Commissioner Nelson
Commissioner Lawrence
- Technology Committee
Commissioner Nelson
Commissioner Lawrence
- Gravel Tax Committee
Commissioner Peterson
Commissioner Lawrence
- Law Enforcement Committee
Commissioner Lawrence
Commissioner Peterson
- Emergency Management Committee

Commissioner Peterson
Commissioner Nelson

- 2023 AMC Policy Committee Appointments
 - Environment & Natural Resources- Commissioner Peterson
 - General Government- Commissioner Sourdif
 - Health & Human Services- Commissioner Nelson
 - Public Safety- Commissioner Lawrence
 - Transportation & Infrastructure- Commissioner Sorenson
- Pine to Prairie Drug Task Force Joint Powers Governing Board
 - Commissioner Lawrence
- Northwest Regional Development Commission Board
 - Commissioner Lawrence
- Government Relations Committee
 - Commissioner Peterson
 - Commissioner Lawrence
 - Commissioner Sorenson
 - Commissioner Nelson
 - Commissioner Sourdif
- TVF Regional Airport Authority
 - Commissioner Peterson
 - Commissioner Lawrence
- Association of MN Counties Delegate
 - Commissioner Lawrence
 - Commissioner Sorenson
 - Commissioner Nelson
 - Commissioner Peterson
 - Commissioner Sourdif
- NW Regional Affordable Housing Fund Advisory Board
 - Commissioner Sorenson
- Quinn County Advisory Board
 - Commissioner Peterson
 - Commissioner Sorenson, Alternate
- Thief River One Watershed One Plan Policy Committee
 - Commissioner Peterson
 - Commissioner Sorenson, Alternate
- 911 Advisory Committee

Commissioner Sorenson

- Red Lake River Corridor
Commissioner Nelson
- Clearwater River One Watershed, One Plan Policy Committee
Commissioner Peterson
Commissioner Nelson, Alternate
- Comprehensive Local Water Plan, Joint Powers Board
Commissioner Peterson
- NW Juvenile Training Center Board
Commissioner Peterson
- Red Lake River One Watershed, One Plan Policy Committee
Commissioner Peterson
Commissioner Nelson, Alternate

County Sheriff Seth Vettleson presented a letter of resignation from Full-Time Corrections Officer Katy Rolland. Motioned by Commissioner Lawrence, seconded by Commissioner Nelson, to accept the resignation of Full-Time Corrections Officer Katy Rolland effective January 8th, 2023. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sourdif to authorize the County Sheriff to post and advertise for the position of Corrections Officer. Motion carried.

County Engineer Mike Flaagan was not present for his scheduled appointment with the Board.

Emergency Management Director Erik Beitel was present informed the Board that he is currently closing out 2021 grants and working on the FEMA disaster declaration. Discussion was held regarding the County Safety Committee and plans for the Government Center.

Motioned by Commissioner Nelson, seconded by Commissioner Sourdif, to appoint Commissioner Lawrence to the TRF Regional Airport Authority Board to fill the vacancy created by former County Commissioner Darryl Tveitbakk. Motion carried.

Auditor-Treasurer Items:

Auditor-Treasurer Jennifer Herzberg presented two contract renewal options from the firm of Hoffman, Philipp & Martell, PLLC for county auditing services beginning with year 2022: a three (3) year agreement at an annual cost of \$26,500; or a five (5) year agreement at an annual cost of \$25,800. Motioned by Commissioner Nelson, seconded

by Commissioner Lawrence, to approve a five (5) year Audit Agreement with Hoffman, Philipp & Martell, PLLC, for audit services at an annual cost of \$25,800, and authorize the Board Chair and County Auditor-Treasurer to sign the same. Motion carried.

Motioned by Commissioner Lawrence, seconded by Sorenson, to approve and accept the following donations received in 2022. Motion carried.

Sentence-to-Serve (misc. services, wood)	\$60,921.08
D.A.R.E.	\$ 200.00

The County Board then reviewed the individual ditch levies as recommended by the committee. Motioned by Commissioner Lawrence, seconded by Commissioner Nelson, that a levy be made for ditch maintenance purposes and property assessed to various ditches in 2022, payable in 2023, in the following amounts. Motion carried.

CD#16-100%	CD#21-50%	JD#13P/RL-2.0%	CD#36-20%
CD#32-5%	CD#33-25%	CD#35-50%	CD#41-1.5%
CD#37-50%	CD#38-30%	CD#39-20%	CD#45-50%
CD#42-40%	CD#43-25%	CD#44-10%	CD#55-80%
CD#46-30%	CD#47-25%	CD#53-20%	CD#62-40%
CD#57-30%	CD#58-10%	CD#59-20%	CD#74-15%
CD#70-2%	CD#71-60%	CD#73-30%	JD#1-25%
CD#75-30%	CD#77-5%	CD#96-7%	JD#18-20%
JD#11-15%	JD#13-15%	JD#15-20%	JD#60-5%
JD#25-3-1%	JD#30-7%	JD#31-4%	JD#30BrA-2%

The Auditor-Treasurer reminded elected officials that campaign finance reports are due by January 31st, 2023.

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to approve issuance of the following license for 2023. Motion carried.

Carpenter's Corner	On-Sale Liquor
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County Coordinator Items:

County Coordinator Kevin Erickson provided an update on the Government Center 3rd floor project. SEH, Inc. has recommended that the Board decide on the \$52,500 alternate bid for windows at the January 24th, 2023, Board meeting. Mr. Erickson also stated that the light bulbs and ballasts on 3rd floor are being removed now in preparation of asbestos removal, and the Public Surplus online auctions for retired assets are going well. The 3rd floor will be clear and ready for the asbestos abatement to begin on January 9th, 2023.

Commissioner Lawrence asked that the County Coordinator invite the Human Services Director to a Building Committee meeting on January 4th, 2023, at 9:00 a.m. The Committee will evaluate the 3rd floor windows and discuss the alternate bid by Schmitz Builders, Inc.

County Attorney Items: None.

Committee Reports / Commissioner Updates:

Commissioner Nelson reported that the Technology Committee will be discussing the option of broadcasting the Board meetings at their meeting next week and are considering the Zoom option. He will present an update at the next Board meeting.

Commissioner Lawrence discussed the I.T. position budgeted for 2023 and stated he would like all county departments to evaluate their IT needs so the Board can determine what level of IT service is needed.

Motioned by Commissioner Nelson, seconded by Commissioner Sorenson, to adjourn the Board meeting to January 24th, 2023, at 10:00 a.m. Motion carried.

ATTEST:

Kevin Erickson, County Coordinator
Pennington County

Neil Peterson, Chairman
Board of Commissioners

DRAFT

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



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

Page 2

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
91	1011 ACE HARDWARE 01-111-000-0000-6300	AP	3.59	REPAIR EXIT LIGHT - 1ST FLOOR	125718	REPAIRS & MAINTENANCE	N
	1011 ACE HARDWARE		3.59	1 Transactions			
64	1601 ADVANCE THIEF RIVER 01-003-000-0000-6815		25,000.00	2023 CONTRACT SERVICES	784	ECONOMIC DEVELOPEMENT	N
	1601 ADVANCE THIEF RIVER		25,000.00	1 Transactions			
172	1304 ALBY/GINGER 01-220-000-0000-6420		232.08	UNIFORM ALLOWANCE		UNIFORMS	N
	1304 ALBY/GINGER		232.08	1 Transactions			
44	1376 AMEM 01-290-000-0000-6241		200.00	2023 ANNUAL MEMBERSHIP	2023131-228	Dues	N
	1376 AMEM		200.00	1 Transactions			
70	1311 AMERICINN OF BEMIDJI 01-091-000-0000-6261		106.44	LODGING - 57-CR-21-506	10012829584	CONSULTING & LEGAL SERVICES-A	Y
69	01-091-000-0000-6261		106.44	LODGING - 57-CR-21-506	10012829662	CONSULTING & LEGAL SERVICES-A	Y
	1311 AMERICINN OF BEMIDJI		212.88	2 Transactions			
9	1028 ASSOCIATION OF MN COUNTIES 01-003-000-0000-6241		2,300.00	MRC - MN RURAL COUNTIES DUES	64000	DUES - BOARD	N
	1028 ASSOCIATION OF MN COUNTIES		2,300.00	1 Transactions			
208	2324 BERGSTROM ELECTRIC INC 01-218-000-0000-6300	AP	104.54	2 BATTERY BACKUPS	12051	REPAIRS & MAINTENANCE	N
	2324 BERGSTROM ELECTRIC INC		104.54	1 Transactions			
207	2050 BREDESON SUPPLY 01-201-000-0000-6405		35.90	2- SIGNATURE STAMPS	0212030	GENERAL SUPPLIES	N
217	01-041-000-0000-6401		59.85	3 NOTARY STAMPS	212072	SUPPLIES - AUDITOR	N
218	01-101-000-0000-6401		19.95	1 NOTARY STAMP	212073	SUPPLIES - RECORDER	N
216	01-041-000-0000-6401		39.90	2 NOTARY STAMPS	212074	SUPPLIES - AUDITOR	N
	2050 BREDESON SUPPLY		155.60	4 Transactions			
182	3352 CHARM-TEX INC 01-251-000-0000-6405		212.00	ADMISSIONS KITS	308235	GENERAL SUPPLIES - JAIL	N
183	01-251-000-0000-6405		185.80	MEDCUP MAXI	308908	GENERAL SUPPLIES - JAIL	N

Pennington County Financial System



Danielle
1/23/23 4:41PM

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

Page 3

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
3352	CHARM-TEX INC		397.80		2 Transactions		
205	3407 CLIMATE CONTROL, INC. 01-218-000-0000-6300		75.00	SERVICE CALL-VAV 6-13 ADJUSTME	16178	REPAIRS & MAINTENANCE	N
	3407 CLIMATE CONTROL, INC.		75.00		1 Transactions		
238	13405 COCA-COLA BOTTLING COMPANY HIGH CC 01-801-000-0000-6838		128.25	COKE PRODUCTS	4281320	POP MACHINE EXPENSE	N
	13405 COCA-COLA BOTTLING COMPANY HIGH CC		128.25		1 Transactions		
4	3311 COLE PAPERS, INC. 01-218-000-0000-6403		75.10	BATH TISSUE - JC	10243115	JANITORIAL SUPPLIES	N
6	01-218-000-0000-6403		151.17	TOWELS - JC	10243115	JANITORIAL SUPPLIES	N
3	01-800-000-0000-6403		150.20	BATH TISSUE - SS	10243115	JANITORIAL SUPPLIES	N
5	01-800-000-0000-6403		151.17	TOWELS - SS	10243115	JANITORIAL SUPPLIES	N
8	01-800-000-0000-6403		7.00	PROCESSING FEE	10243115	JANITORIAL SUPPLIES	N
1	01-218-000-0000-6403		128.25	DISINFECTANT - JC	10243711	JANITORIAL SUPPLIES	N
2	01-218-000-0000-6403		128.25	DISINFECTANT - JC	10246820	JANITORIAL SUPPLIES	N
7	01-218-000-0000-6403		7.00	PROCESSING FEE	10273711	JANITORIAL SUPPLIES	N
	3311 COLE PAPERS, INC.		798.14		8 Transactions		
93	999999997 COLLINS/SCOTT 01-091-000-0000-6241	AP	267.00	MN ATTORNEY LICENSE		DUES	N
	999999997 COLLINS/SCOTT		267.00		1 Transactions		
85	4310 D & T VENTURES 01-070-000-0000-6301		450.00	PROPERTY TAX WEBSITE SUPPORT	302194	MAINTENANCE AGREEMENT	N
	4310 D & T VENTURES		450.00		1 Transactions		
181	13483 DEPT OF CORRECTIONS FINANCIAL SERVI 01-251-000-0000-6801		1,632.00	INMATE WAGES - NOVEMBER	729664	MISCELLANEOUS EXPENSE - JAIL	N
	13483 DEPT OF CORRECTIONS FINANCIAL SERVI		1,632.00		1 Transactions		
37	4364 DIRECT DEPOSIT SERVICES 01-041-000-0000-6801	AP	370.43	CD PURCHASED	34370	MISCELLANEOUS EXPENSE - AUDIT	N
	4364 DIRECT DEPOSIT SERVICES		370.43		1 Transactions		
227	5049 EHLERS AND ASSOCIATES 01-804-000-0000-6262		125.00	COMMUNICATIONS	92887	OTHER SERVICES	N

Pennington County Financial System



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1/23/23 4:41PM

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	
5049	EHLERS AND ASSOCIATES			125.00				
					1 Transactions			
188	5388 ENCARTELE			200.00	ANNUAL LICENSING	13327	REPAIRS & MAINTENANCE	N
	01-251-000-0000-6300							
	5388 ENCARTELE			200.00				
					1 Transactions			
176	6303 F-M AMBULANCE INC			452.02	AMBULANCE SERVICE 23-176	23-176	MEDICAL - LOCAL	N
	01-251-000-0000-6255							
177				452.02	AMBULANCE SERVICE 23-720	23-720	MEDICAL - LOCAL	N
	01-251-000-0000-6255							
175				452.02	AMBULANCE SERVICE 23-797	23-797	MEDICAL - LOCAL	N
	01-251-000-0000-6255							
	6303 F-M AMBULANCE INC			1,356.06				
					3 Transactions			
29	6001 FALLS DIVERSE ABILITIES CORPORATION	AP		83.20	CLEAN AUDITORIUM	18303	OTHER SERVICES	N
	01-501-000-0000-6262							
30		AP		58.30	CLEAN AUDITORIUM	18326	OTHER SERVICES	N
	01-501-000-0000-6262							
31		AP		36.05	CLEAN AUDITORIUM	18340	OTHER SERVICES	N
	01-501-000-0000-6262							
	6001 FALLS DIVERSE ABILITIES CORPORATION			177.55				
					3 Transactions			
191	6313 FALLS TOWING	AP		85.00	TOW-BLUE SILVERADO	15174	MISCELLANEOUS EXPENSE	Y
	01-201-000-0000-6801							
192		AP		150.00	TOW-SILVER GRAND PRIX 22004374	19958	MISCELLANEOUS EXPENSE	Y
	01-201-000-0000-6801							
193				125.00	TOW-SUNFIRE 23000195	20991	MISCELLANEOUS EXPENSE	Y
	01-201-000-0000-6801							
	6313 FALLS TOWING			360.00				
					3 Transactions			
230	18407 FISCHER, RUST & STOCK PLLC	AP		85.00	57-P2-95-870	2876481	COURT APPOINTED ATTORNEYS	Y
	01-011-000-0000-6261							
231		AP		42.50	57-P7-96-440	2876481	COURT APPOINTED ATTORNEYS	Y
	01-011-000-0000-6261							
232		AP		42.50	57-PR-22-716	2876481	COURT APPOINTED ATTORNEYS	Y
	01-011-000-0000-6261							
233		AP		191.25	57-PR-22-738	2876481	COURT APPOINTED ATTORNEYS	Y
	01-011-000-0000-6261							
	18407 FISCHER, RUST & STOCK PLLC			361.25				
					4 Transactions			
81	6305 FLAAGAN/JODI	AP		1,487.00	42.5HRS @\$35.00 TZD GRANT		TOWARD ZERO DEATH GRANT	Y
	01-013-000-0000-6853							
	6305 FLAAGAN/JODI			1,487.00				
					1 Transactions			
223	999999997 GERARDY/MARY	AP		27.98	DECISION POINTS GRADUATION		SUPERVISION FEE EXPENSE	N
	01-253-000-0000-6847							
	999999997 GERARDY/MARY			27.98				
					1 Transactions			
	8353 HEADWATERS REGIONAL DEVELOPMENT							

Pennington County Financial System



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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
88	8353	HEADWATERS REGIONAL DEVELOPMENT			3,500.00	2023 ANNUAL MEMBERSHIP		23-3508-MEM		RADIO		N
					3,500.00		1 Transactions					
	8355	HENNINGSSEN/ALEXANDER										
173		01-201-000-0000-6420		AP	242.39	UNIFORM ALLOWANCE				UNIFORMS		N
174		01-201-000-0000-6420		AP	247.61	UNIFORM ALLOWANCE				UNIFORMS		N
213		01-201-000-0000-6420			55.00	UNIFORM ALLOWANCE				UNIFORMS		N
	8355	HENNINGSSEN/ALEXANDER			545.00		3 Transactions					
	8501	HERITAGE COMMUNITY CENTER INC										
87		01-003-000-0000-6901			5,000.00	2023 APPORTIONMENT				APPROPRIATIONS		G
	8501	HERITAGE COMMUNITY CENTER INC			5,000.00		1 Transactions					
	8412	HOFFMAN, PHILIPP, & MARTELL, PLLC										
74		01-041-000-0000-6262			2,300.00	AUDIT BILLING #1 2022		12/1/21-2/19/22		OTHER SERVICES-AUDITOR		N
	8412	HOFFMAN, PHILIPP, & MARTELL, PLLC			2,300.00		1 Transactions					
	8500	HUDSON ELECTRIC, LLC										
46		01-804-000-0000-6636			1,607.60	3RD FLOOR REMODEL-REMOVE LIGHT		2884		BUILDING IMPROVEMENTS		N
	8500	HUDSON ELECTRIC, LLC			1,607.60		1 Transactions					
	11312	KARPEL SOLUTIONS										
40		01-091-000-0000-6262			2,662.49	PBK SOFTWARE LICENSES/MAINTAIN		59966		OTHER SERVICES		N
	11312	KARPEL SOLUTIONS			2,662.49		1 Transactions					
	11315	KILEN/CYNTHIA										
219		01-601-000-0000-6330		AP	143.75	MILEAGE AUG-DEC 2022				TRAVEL & EXPENSE		N
	11315	KILEN/CYNTHIA			143.75		1 Transactions					
	12373	LEADSONLINE LLC										
169		01-220-000-0000-6263			1,309.00	INVESTIGATION SERVICE 2023		402414		COMPUTER SERVICES & SUPPLIES		N
	12373	LEADSONLINE LLC			1,309.00		1 Transactions					
	14378	LEXISNEXIS MATTHEW BENDER										
92		01-016-000-0000-6242		AP	481.61	LAW LIBRARY SUBSCRIPTION		3501556X		SUBSCRIPTIONS - LAW LIBRARY		N
	14378	LEXISNEXIS MATTHEW BENDER			481.61		1 Transactions					
	13500	MARCO										
220		01-601-000-0000-6301			148.18	KONICA MINOLTA COPIER LEASE		33211521		MAINTENANCE AGREEMENT		N

Pennington County Financial System



Danielle
1/23/23 4:41PM

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

1 County Revenue

Vendor No.	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
No.	Account/Formula						Paid On Bhf #	On Behalf of Name	
13500	MARCO			148.18		1 Transactions			
13498	MARCO TECHNOLOGIES LLC								
66	01-091-000-0000-6301			124.04	EQ767167 MAINTENENCE		INV10710334	MAINTENANCE AGREEMENT	N
73	01-101-000-0000-6301			10.99	EQ442257 MAINTENENCE		INV10739615	MAINTENANCE AGREEMENT	N
13498	MARCO TECHNOLOGIES LLC			135.03		2 Transactions			
13226	MCKESSON MEDICAL SURGICAL								
178	01-251-000-0000-6255	AP		22.56	MUCINEX		20189146	MEDICAL - LOCAL	N
13226	MCKESSON MEDICAL SURGICAL			22.56		1 Transactions			
13314	MDRA								
36	01-132-000-0000-6241			330.00	MDRA MEMBERSHIP DUES			DUES - MOTOR VEHICLE	N
13314	MDRA			330.00		1 Transactions			
13535	MEND CORRECTIONAL CARE, PLLC								
179	01-251-000-0000-6255			10,778.00	JANUARY 2023 HEALTHCARE		6950	MEDICAL - LOCAL	6
13535	MEND CORRECTIONAL CARE, PLLC			10,778.00		1 Transactions			
13322	MINNESOTA STATE TREASURER								
80	01-101-000-0000-6801			1.50	REGISTERED LAND			MISCELLANEOUS EXPENSE - RECO	N
76	01-101-000-0000-6825	AP		285.00	MARRIAGE SURCHARGE			MARRIAGE SURCHARGES MN - REC	N
79	01-101-000-0000-6827	AP		1,816.50	RECORDER & REGISTRAR'S FEES			STATE SURCHARGES	N
75	01-101-000-0000-6829	AP		186.00	CHILDRENS SURCHARGE			CHILDREN SURCHARGE MN - RECO	N
77	01-101-000-0000-6831	AP		748.00	BIRTH/DEATH SURCHARGE			BIRTH/DEATH CERTIF SURCHARGE	N
78	01-101-000-0000-6848	AP		620.00	BIRTH RECORD SURCHARGE			BIRTH DEFECT SURCHARGE	N
13322	MINNESOTA STATE TREASURER			3,657.00		6 Transactions			
13244	MN ATTORNEY GENERAL'S OFFICE								
41	01-091-000-0000-6262			650.61	REINMURSE TRAVEL EXPENSE		729812	OTHER SERVICES	N
13244	MN ATTORNEY GENERAL'S OFFICE			650.61		1 Transactions			
13361	MN BUREAU OF CRIMINAL APPREHENSION								
203	01-203-000-0000-6801	AP		375.00	29 NEW/17 RENEW		57-000074	GUN PERMIT - MISC	N
204	01-203-000-0000-6801	AP		355.00	29 NEW/17 RENEW		57-000075	GUN PERMIT - MISC	N
13361	MN BUREAU OF CRIMINAL APPREHENSION			730.00		2 Transactions			
13355	MN COUNTIES COMPUTER COOP								
47	01-070-000-0000-6263			9,224.00	2023 1ST QTR PROPERTY TAX SUPP		2301127	COMPUTER SERVICES - DP	N
48	01-070-000-0000-6263			3,409.00	2023 1ST QTR CAMA USA SUPPORT		2301127	COMPUTER SERVICES - DP	N

Pennington County Financial System



Danielle
1/23/23 4:41PM

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
49	01-070-000-0000-6263		300.00	2023 INFORMATION SERVICES SUPP	2301127	COMPUTER SERVICES - DP	N
50	01-070-000-0000-6263		6,887.91	2023 IFS SUPPORT (CMHS)	2301127	COMPUTER SERVICES - DP	N
51	01-070-000-0000-6263		6,887.91	2023 IFS SUPPORT (AUD/TREAS)	2301127	COMPUTER SERVICES - DP	N
52	01-070-000-0000-6263		1,200.00	2023 JIC - IFS ENH FUND	2301127	COMPUTER SERVICES - DP	N
53	01-070-000-0000-6263		300.00	2023 FINANCIAL GEN GOV ENH FUN	2301127	COMPUTER SERVICES - DP	N
54	01-070-000-0000-6263		1,333.08	2023 1ST QRT PAYMATE SUPPORT	2301127	COMPUTER SERVICES - DP	N
55	01-070-000-0000-6263		394.75	2023 1ST QTR CAPITAL ASSET SUP	2301127	COMPUTER SERVICES - DP	N
56	01-070-000-0000-6263		2,300.00	2023 MNCCC TAX USER GROUP DUES	2301127	COMPUTER SERVICES - DP	N
57	01-070-000-0000-6263		2,300.00	2023 MNCCC CAMA USER DUES	2301127	COMPUTER SERVICES - DP	N
58	01-070-000-0000-6263		2,300.00	2023 MNCCC INFO SERV SUP DUES	2301127	COMPUTER SERVICES - DP	N
59	01-070-000-0000-6263		2,300.00	2023 MNCCC FINANCE/GEN GOV DUE	2301127	COMPUTER SERVICES - DP	N
60	01-070-000-0000-6263		2,300.00	2023 MNCCC DUES FOR JIC	2301127	COMPUTER SERVICES - DP	N
32	01-041-000-0000-6801		210.00	LEGAL DESCRIPTION CLASS - JH	2301299	MISCELLANEOUS EXPENSE - AUDIT	N
33	01-041-000-0000-6801		210.00	LEGAL DESCRIPTION CLASS - DM	2301299	MISCELLANEOUS EXPENSE - AUDIT	N
237	01-070-000-0000-6263		360.00	IFS UPDATE TO VERSION 5.1	2301326	COMPUTER SERVICES - DP	N
13355	MN COUNTIES COMPUTER COOP		42,216.65	17 Transactions			
13033	MN COUNTIES INTERGOVERNMENTAL TRU						
226	01-605-000-0000-6354		3,626.00	WC RENEWAL	19770R	INSURANCE - WORKMAN'S COMP	N
225	01-605-000-0000-6355		5,864.00	PC RENEWAL	19770R	INSURANCE - PROPERTY CASUALT	N
228	01-605-000-0000-6355		91.00	ADD 4 WHEELERS	2810	INSURANCE - PROPERTY CASUALT	N
229	01-605-000-0000-6355		194.00	ELECTRONIC DATA PROC COVERAGE	8094	INSURANCE - PROPERTY CASUALT	N
13033	MN COUNTIES INTERGOVERNMENTAL TRU		9,775.00	4 Transactions			
13334	MN DEPARTMENT OF HEALTH						
165	01-101-000-0000-6826	AP	382.50	4th QTR 2022 WELL CERTIFICATES		WELL DISCLOSURE CERTIFICATE	N
13334	MN DEPARTMENT OF HEALTH		382.50	1 Transactions			
13347	MN RED RIVER VALLEY						
89	01-003-000-0000-6813		900.00	2023 APPROPRIATION	2023-10	RED RIVER VALLEY DEVELOPEMEN	N
13347	MN RED RIVER VALLEY		900.00	1 Transactions			
13324	MN SHERIFFS ASSOCIATION						
170	01-252-000-0000-6330		1,800.00	NEW SHERIFF ORIENTATION #01	274610	TRAVEL & EXPENSE	N
171	01-252-000-0000-6330		1,800.00	NEW CHIEF DEPUTY ORIENTATION	276070	TRAVEL & EXPENSE	N
13324	MN SHERIFFS ASSOCIATION		3,600.00	2 Transactions			
99999997	NOMELAND/WAYNE						
224	01-253-000-0000-6847	AP	17.08	DECISION POINTS GRADUATION		SUPERVISION FEE EXPENSE	N

Pennington County Financial System



Danielle
1/23/23 4:41PM

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
999999997	NOMELAND/WAYNE		17.08		1 Transactions		
14033	NORTHERN STATE BANK						
189	01-201-000-0000-6801		15.77	HUGO'S - PROPHEONIX MEETING		MISCELLANEOUS EXPENSE	N
190	01-201-000-0000-6801		64.53	SUBWAY - PROPHEONIX MEETING		MISCELLANEOUS EXPENSE	N
14033	NORTHERN STATE BANK		80.30		2 Transactions		
14321	NORTHWEST REGIONAL LIBRARY						
86	01-003-000-0000-6820		30,744.25	1ST QRT 2023 ALLOCATIONS	683	NORTHWEST REGIONAL LIBRARY	N
14321	NORTHWEST REGIONAL LIBRARY		30,744.25		1 Transactions		
14042	NORTHWEST SERVICE COOPERATIVE						
222	01-003-000-0000-6241		250.00	2023 MEMBERSHIP DUES	7247	DUES - BOARD	N
14042	NORTHWEST SERVICE COOPERATIVE		250.00		1 Transactions		
15323	OFFICE DEPOT						
197	01-201-000-0000-6631		149.21	ACER MONITOR	283330583001	FURNITURE & EQUIPMENT	N
195	01-251-000-0000-6405	AP	53.08	CALENDARS, PLANNERS	284462538001	GENERAL SUPPLIES - JAIL	N
196	01-255-000-0000-6405	AP	46.48	PLANNERS	284462538001	GENERAL SUPPLIES - S.T.S.	N
10	01-041-000-0000-6401		284.61	HP CB403A	284539380001	SUPPLIES - AUDITOR	N
35	01-801-000-0000-6401	AP	30.03	OFFICE DUSTER	285109814001	SUPPLIES-UNALLOCATED	N
67	01-132-000-0000-6401	AP	252.89	HP89X	285112508001	SUPPLIES - MOTOR VEHICLE	N
11	01-041-000-0000-6401		22.67	WIRELESS KEYBOARD	285532303001	SUPPLIES - AUDITOR	N
12	01-041-000-0000-6401		18.08	1/3 CUT FILE FOLDERS LTR	285532408001	SUPPLIES - AUDITOR	N
13	01-041-000-0000-6401		10.12	1/5 CUT FILE FOLDERS LTR	285532408001	SUPPLIES - AUDITOR	N
194	01-251-000-0000-6405		455.56	TONER - CONTROL	286063252001	GENERAL SUPPLIES - JAIL	N
15323	OFFICE DEPOT		1,322.73		10 Transactions		
15329	OIL BOYZ EXPRESS LUBE INC						
166	01-201-000-0000-6304		84.48	OIL CHANGE/SERVICE #05	178115	REPAIR & MAINTENANCE - SQUADS	N
167	01-201-000-0000-6304		75.94	OIL CHANGE/SERVICE #13	178939	REPAIR & MAINTENANCE - SQUADS	N
168	01-201-000-0000-6304		84.48	OIL CHANGE/SERVICE #06	178990	REPAIR & MAINTENANCE - SQUADS	N
15329	OIL BOYZ EXPRESS LUBE INC		244.90		3 Transactions		
16463	PAUTZKE/TAMRA						
71	01-272-000-0000-6401	AP	62.22	WORKBOOKS		SUPPLIES - CRIME VICTIM	N
16463	PAUTZKE/TAMRA		62.22		1 Transactions		
16067	PEMBERTON LAW, P.L.L.P.						
241	01-201-000-0000-6801	AP	1,241.50	REVIEW INFO/PHONE CONFERENCES	121	MISCELLANEOUS EXPENSE	Y

Pennington County Financial System



Danielle
1/23/23 4:41PM

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
16067	PEMBERTON LAW, P.L.L.P.		1,241.50		1 Transactions		
16313	PENNINGTON COUNTY AUDITOR						
72	01-041-000-0000-6300	AP	150.00	REIMBURSE INSIGHT BILLING	3941	REPAIRS & MAINTENANCE	N
27	01-601-000-0000-6300	AP	50.57	POSTAGE - DEC	4241	REPAIRS & MAINTENANCE	N
16313	PENNINGTON COUNTY AUDITOR		200.57		2 Transactions		
16359	PENNINGTON COUNTY CRIME VICTIM						
82	01-272-000-0000-6401		46.91	SUPPILES FOR HEARING	CK# 001142 1/13/23	SUPPLIES - CRIME VICTIM	N
42	01-270-000-0000-6401		31.88	MEETING FOOD/SUPPLIES	CK#001141 1/6/23	SUPPLIES - CRIME	N
16359	PENNINGTON COUNTY CRIME VICTIM		78.79		2 Transactions		
16314	PENNINGTON FAST LUBE						
206	01-201-000-0000-6304	AP	427.00	#04 REPAIR(COILS, GASKETS)	46365	REPAIR & MAINTENANCE - SQUADS	Y
16314	PENNINGTON FAST LUBE		427.00		1 Transactions		
999999997	PFEIFFER/TARA						
215	01-251-000-0000-6420		45.00	UNIFORM ALLOWANCE		JAILER UNIFORMS	N
999999997	PFEIFFER/TARA		45.00		1 Transactions		
16448	PREMIUM WATERS, INC.						
62	01-091-000-0000-6801	AP	23.24	DECEMBER STMT		MISCELLANEOUS EXPENSE	N
14	01-801-000-0000-6401	AP	24.99	WATER - DEC		SUPPLIES-UNALLOCATED	N
83	01-601-000-0000-6401	AP	40.99	DECEMBER WATER BILL	176888	SUPPLIES - EXTENSION	N
201	01-251-000-0000-6801	AP	25.99	WATER 4 BOTTLE DEPOSIT	341026504	MISCELLANEOUS EXPENSE - JAIL	N
202	01-251-000-0000-6801	AP	59.99	WATER 6 BOTTLE DEPOSIT	341029169	MISCELLANEOUS EXPENSE - JAIL	N
199	01-220-000-0000-6801	AP	23.44	MONTHLY RENTAL - JANUARY	341029953	MISCELLANEOUS EXPENSE	N
200	01-251-000-0000-6801	AP	21.45	MONTHLY RENTAL - JANUARY	341029953	MISCELLANEOUS EXPENSE - JAIL	N
16448	PREMIUM WATERS, INC.		220.09		7 Transactions		
14347	QUADIENT INC.						
68	01-801-000-0000-6301		614.10	LEASE OCT 22-JAN 23	N9727544	MAINTENANCE AGREEMENT	N
14347	QUADIENT INC.		614.10		1 Transactions		
18440	READITECH IT SOLUTIONS						
269	01-003-000-0000-6210		17.35	ARCHIVING JAN		E-MAIL SERVICES	N
266	01-041-000-0000-6210		20.82	ARCHIVING JAN		E-MAIL SERVICES	N
267	01-070-000-0000-6210		3.47	ARCHIVING JAN		E-MAIL SERVICES	N
268	01-070-000-0000-6210		10.41	ARCHIVING JAN		E-MAIL SERVICES	N
299	01-070-000-0000-6210		4.81	RTS HOSTED EXCHANGE		E-MAIL SERVICES	G

Pennington County Financial System



Danielle
1/23/23 4:41PM
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
270	01-091-000-0000-6210		17.35	ARCHIVING JAN		E-MAIL SERVICES	N
271	01-101-000-0000-6300		13.88	ARCHIVING JAN		REPAIRS & MAINTENANCE	N
272	01-106-000-0000-6300		17.35	ARCHIVING JAN		REPAIRS & MAINTENANCE	N
278	01-111-000-0000-6300		3.47	ARCHIVING JAN		REPAIRS & MAINTENANCE	N
273	01-121-000-0000-6210		3.47	ARCHIVING JAN		E-MAIL SERVICES	N
274	01-132-000-0000-6300		17.35	ARCHIVING JAN		REPAIRS & MAINTENANCE	N
275	01-270-000-0000-6300		3.47	ARCHIVING JAN		REPAIRS & MAINTENANCE	N
276	01-290-000-0000-6210		3.47	ARCHIVING JAN		E-MAIL SERVICES	N
277	01-601-000-0000-6300		13.88	ARCHIVING JAN		REPAIRS & MAINTENANCE	N
300	01-070-000-0000-6210		575.00	GIS SSL RENEWAL	266682	E-MAIL SERVICES	N
303	01-041-000-0000-6631	AP	348.00	CYBER POWER BACKUP	266906	FURNITURE & EQUIPMENT - AUDITC	N
302	01-070-000-0000-6631	AP	116.00	CYBER POWER BACKUP	266906	FURNITURE & EQUIPMENT	N
301	01-003-000-0000-6631		1,641.00	SURFACE PRO 8 WORKSTATION	267007	FURNITURE & EQUIPMENT	N
242	01-041-000-0000-6210		222.86	IT GLOBAL JAN - AUD/TREAS	267221	E-MAIL SERVICES	N
243	01-070-000-0000-6263		445.71	IT GLOBAL JAN - HIGHWAY	267221	COMPUTER SERVICES - DP	N
244	01-070-000-0000-6263		297.14	IT GLOBAL JAN - ICN	267221	COMPUTER SERVICES - DP	N
245	01-070-000-0000-6263		891.43	IT GLOBAL JAN - WELFARE	267221	COMPUTER SERVICES - DP	N
246	01-070-000-0000-6263		49.52	IT GLOBAL JAN - DATA	267221	COMPUTER SERVICES - DP	N
247	01-070-000-0000-6263		140.00	IT GLOBAL JAN - DATA	267221	COMPUTER SERVICES - DP	N
248	01-091-000-0000-6300		99.05	IT GLOBAL JAN - ATTORNEY	267221	REPAIRS & MAINTENANCE	N
249	01-101-000-0000-6300		123.81	IT GLOBAL JAN - RECORDER	267221	REPAIRS & MAINTENANCE	N
250	01-106-000-0000-6300		74.29	IT GLOBAL JAN - ASSESSOR	267221	REPAIRS & MAINTENANCE	N
251	01-121-000-0000-6300		49.52	IT GLOBAL JAN - VET SERVICES	267221	Repairs & Maintenance	N
252	01-132-000-0000-6300		148.57	IT GLOBAL JAN - MV	267221	REPAIRS & MAINTENANCE	N
253	01-270-000-0000-6300		24.77	IT GLOBAL JAN - CRIME VICTIM	267221	REPAIRS & MAINTENANCE	N
254	01-290-000-0000-6300		49.52	IT GLOBAL JAN - EMER MGMT	267221	Repairs & Maintenance	N
255	01-601-000-0000-6300		123.81	IT GLOBAL JAN - EXTENSION	267221	REPAIRS & MAINTENANCE	N
256	01-003-000-0000-6210		50.94	HOSTED EXCHANGE - JAN	267275	E-MAIL SERVICES	N
296	01-003-000-0000-6210		43.75	HOSTED OFFICE APPS JAN	267275	E-MAIL SERVICES	N
257	01-041-000-0000-6210		33.96	HOSTED EXCHANGE - JAN	267275	E-MAIL SERVICES	N
279	01-041-000-0000-6210		6.00	POP EMAIL JAN	267275	E-MAIL SERVICES	N
292	01-041-000-0000-6210		43.75	HOSTED OFFICE APPS JAN	267275	E-MAIL SERVICES	N
280	01-070-000-0000-6210		8.00	POP EMAIL JAN	267275	E-MAIL SERVICES	N
284	01-070-000-0000-6210		114.46	ENCRYPTION JAN - GC	267275	E-MAIL SERVICES	N
285	01-070-000-0000-6210		23.60	ENCRYPTION JAN - ICN	267275	E-MAIL SERVICES	N
287	01-070-000-0000-6210		114.46	ENCRYPTION JAN - WELFARE	267275	E-MAIL SERVICES	N
258	01-091-000-0000-6210		33.96	HOSTED EXCHANGE - JAN	267275	E-MAIL SERVICES	N
291	01-091-000-0000-6300		35.00	HOSTED OFFICE APPS JAN	267275	REPAIRS & MAINTENANCE	N
265	01-101-000-0000-6300		8.49	HOSTED EXCHANGE - JAN	267275	REPAIRS & MAINTENANCE	N

Pennington County Financial System



Danielle
1/23/23 4:41PM

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
281	01-101-000-0000-6300		4.00	POP EMAIL JAN	267275	REPAIRS & MAINTENANCE	N
293	01-101-000-0000-6300		8.75	HOSTED OFFICE APPS JAN	267275	REPAIRS & MAINTENANCE	N
264	01-106-000-0000-6300		8.49	HOSTED EXCHANGE - JAN	267275	REPAIRS & MAINTENANCE	N
282	01-106-000-0000-6300		6.00	POP EMAIL JAN	267275	REPAIRS & MAINTENANCE	N
295	01-106-000-0000-6300		17.50	HOSTED OFFICE APPS JAN	267275	REPAIRS & MAINTENANCE	N
262	01-111-000-0000-6210		8.49	HOSTED EXCHANGE - JAN	267275	E-MAIL SERVICES	N
259	01-121-000-0000-6210		8.49	HOSTED EXCHANGE - JAN	267275	E-MAIL SERVICES	N
290	01-121-000-0000-6300		8.75	HOSTED OFFICE APPS JAN	267275	Repairs & Maintenance	N
283	01-132-000-0000-6300		10.00	POP EMAIL JAN	267275	REPAIRS & MAINTENANCE	N
289	01-132-000-0000-6300		35.00	HOSTED OFFICE APPS JAN	267275	REPAIRS & MAINTENANCE	N
260	01-270-000-0000-6202		8.49	HOSTED EXCHANGE - JAN	267275	TELEPHONE	N
261	01-290-000-0000-6210		8.49	HOSTED EXCHANGE - JAN	267275	E-MAIL SERVICES	N
294	01-290-000-0000-6210		8.75	HOSTED OFFICE APPS JAN	267275	E-MAIL SERVICES	N
263	01-601-000-0000-6300		16.98	HOSTED EXCHANGE - JAN	267275	REPAIRS & MAINTENANCE	N
286	01-601-000-0000-6300		2.00	POP EMAIL JAN	267275	REPAIRS & MAINTENANCE	N
288	01-601-000-0000-6300		26.25	HOSTED OFFICE APPS JAN	267275	REPAIRS & MAINTENANCE	N
305	01-041-000-0000-6202		19.74	JAN PBX PHONE	267315	TELEPHONE-AUDITOR	N
306	01-041-000-0000-6202		39.47	JAN PBX PHONE	267315	TELEPHONE-AUDITOR	N
307	01-091-000-0000-6202		39.46	JAN PBX PHONE	267315	TELEPHONE - ATTORNEY	N
309	01-101-000-0000-6202		39.47	JAN PBX PHONE	267315	TELEPHONE - RECORDER	N
310	01-106-000-0000-6202		19.73	JAN PBX PHONE	267315	TELEPHONE - ASSESSOR	N
311	01-111-000-0000-6202		19.73	JAN PBX PHONE	267315	TELEPHONE - COURTHOUSE	N
312	01-121-000-0000-6202		39.47	JAN PBX PHONE	267315	TELEPHONE - VETS SERVICE	N
313	01-132-000-0000-6202		19.73	JAN PBX PHONE	267315	TELEPHONE - MOTOR VEHICLE	N
304	01-218-000-0000-6202		19.74	JAN PBX PHONE	267315	TELEPHONE	N
308	01-270-000-0000-6202		19.73	JAN PBX PHONE	267315	TELEPHONE	N
314	01-601-000-0000-6202		19.73	JAN PBX PHONE	267315	TELEPHONE - EXTENSION	N
297	01-070-000-0000-6263		40.00	REMOTE BACKUP MANAGER - JAN	267493	COMPUTER SERVICES - DP	N
298	01-070-000-0000-6263		26.00	SYNOLOGY BACKUP STORAGE - JAN	267534	COMPUTER SERVICES - DP	N
18440	READITECH IT SOLUTIONS		6,635.35	73 Transactions			
6376	REYNOLDS HARBOTT KNUTSON & LARSOI						
234	01-011-000-0000-6261	AP	255.00	57-PR-22-813	2023-54	COURT APPOINTED ATTORNEYS	Y
235	01-011-000-0000-6261	AP	42.50	57-PR-22-785	2023-55	COURT APPOINTED ATTORNEYS	Y
236	01-011-000-0000-6261	AP	25.50	57-PR-22-409	2023-56	COURT APPOINTED ATTORNEYS	Y
6376	REYNOLDS HARBOTT KNUTSON & LARSOI		323.00	3 Transactions			
18475	ROLLER/HUNTER						
214	01-201-000-0000-6420		178.97	UNIFORM ALLOWANCE		UNIFORMS	N

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1/23/23 4:41PM

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

Page 12

1 County Revenue

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
18475	ROLLER/HUNTER		178.97				
				1 Transactions			
180	19378 SANFORD HEALTH ACCESSORIES LLC						
	01-251-000-0000-6255	AP	75.00	NEBULIZER COMPRESSOR/BAG	2022	MEDICAL - LOCAL	N
	19378 SANFORD HEALTH ACCESSORIES LLC		75.00				
				1 Transactions			
43	19372 SHORT ELLIOT HENDRICKSON, INC.						
	01-804-000-0000-6636		1,668.00	HUMAN SERVICES BUILDING CONCEP	439204	BUILDING IMPROVEMENTS	N
	19372 SHORT ELLIOT HENDRICKSON, INC.		1,668.00				
				1 Transactions			
184	19547 SKILLET KITCHEN						
	01-251-000-0000-6427	AP	5,880.60	INMATE MEALS 12/19-12/25	2320	JAIL MEALS	N
185	01-251-000-0000-6427	AP	5,783.80	INMATE MEALS 12/26 - 12/31	2415	JAIL MEALS	N
186	01-251-000-0000-6427		6,916.36	INMATE MEALS 1/2/23-1/8/23	2482	JAIL MEALS	N
187	01-251-000-0000-6427		6,229.08	INMATE MEALS 1/9/23-1/15/23	2534	JAIL MEALS	N
	19547 SKILLET KITCHEN		24,809.84				
				4 Transactions			
84	19335 ST. LOUIS COUNTY						
	01-003-000-0000-6241		2,000.00	2023 MEMBERSHIP DUES		DUES - BOARD	N
	19335 ST. LOUIS COUNTY		2,000.00				
				1 Transactions			
198	19189 STREICHER'S						
	01-201-000-0000-6450		285.00	ECTERNAL CARRIER #AB	1611310	PART-TIME DEPUTY'S UNIFORMS	N
	19189 STREICHER'S		285.00				
				1 Transactions			
210	20027 THE TIMES						
	01-201-000-0000-6405		49.00	ENVELOPES		GENERAL SUPPLIES	N
211	01-201-000-0000-6405		51.50	WINDOW ENVELOPES		GENERAL SUPPLIES	N
212	01-201-000-0000-6405		72.85	LETTERHEAD		GENERAL SUPPLIES	N
209	01-259-000-0000-6801		46.00	TRF TIMES - 1 YR SUBSCRIPTION		MISCELLANEOUS EXPENSE - CANTI	N
65	01-041-000-0000-6401	AP	157.10	5000 WARRANT VOUCHERS	12/15/22	SUPPLIES - AUDITOR	N
16	01-003-000-0000-6801	AP	294.03	TIMES - PROCEEDINGS OF 11/22	12/21/22	MISCELLANEOUS EXPENSE - BOAR	N
17	01-041-000-0000-6231	AP	76.00	TIMES - PAYROLL MGR	12/21/22	PUBLISHING/ADVERTISING - AUDIT	N
18	01-041-000-0000-6231	AP	35.00	TIMES - PUBLIC SURPLUS	12/21/22	PUBLISHING/ADVERTISING - AUDIT	N
19	01-041-000-0000-6231	AP	92.00	WATCH - PAYROLL MGR	12/24/22	PUBLISHING/ADVERTISING - AUDIT	N
20	01-041-000-0000-6231	AP	10.00	INTERNET JOB PAGE - PAYROLL MG	12/24/22	PUBLISHING/ADVERTISING - AUDIT	N
21	01-041-000-0000-6231	AP	85.00	WATCH - PUBLIC SURPLUS	12/24/22	PUBLISHING/ADVERTISING - AUDIT	N
22	01-041-000-0000-6231	AP	76.00	TIMES - PAYROLL MGR	12/28/22	PUBLISHING/ADVERTISING - AUDIT	N
23	01-041-000-0000-6231	AP	35.00	TIMES - PUBLIC SURPLUS	12/28/22	PUBLISHING/ADVERTISING - AUDIT	N
24	01-041-000-0000-6231	AP	92.00	WATCH - PAYROL L MGR	12/31/22	PUBLISHING/ADVERTISING - AUDIT	N

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1/23/23 4:41PM

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
25	01-041-000-0000-6231	AP	10.00	INTERNET JOB PAGE - PAYROLL MG	12/31/22	PUBLISHING/ADVERTISING - AUDIT	N
26	01-041-000-0000-6231	AP	46.00	WATCH - PUBLIC SURPLUS	12/31/22	PUBLISHING/ADVERTISING - AUDIT	N
20027	THE TIMES		1,227.48	16 Transactions			
20346	TRF LOCK & KEY						
15	01-111-000-0000-6300		900.00	ELECTRONIC LOCK & INSTALL	208610	REPAIRS & MAINTENANCE	N
20346	TRF LOCK & KEY		900.00	1 Transactions			
12332	TRITECH SOFTWARE SYSTEMS						
240	01-220-000-0000-6263	AP	713.51	MOBILE MAPPING LICENSE FEES	370438	COMPUTER SERVICES & SUPPLIES	N
239	01-223-000-0000-6801	AP	6,182.07	INSIGHT MAPPING LICENSE	370438	MISCELLANEOUS EXPENSE-E911	N
12332	TRITECH SOFTWARE SYSTEMS		6,895.58	2 Transactions			
22304	VFW POST 2793						
61	01-121-000-0000-6846		495.63	VET TRANSPORTATION		CVSO GRANT EXPENSE	G
22304	VFW POST 2793		495.63	1 Transactions			
22301	VISUALGOV SOLUTIONS, LLC						
90	01-041-000-0000-6852	AP	206.00	ECHECK FEES OCT - DEC	JS-5108	E-CHECK CHARGES	N
22301	VISUALGOV SOLUTIONS, LLC		206.00	1 Transactions			
23303	WEST GROUP PAYMENT CENTER						
39	01-091-000-0000-6240		817.82	WESTLAW ACCESS SUBSCRIPTION	847597665	SUBSCRIPTIONS	N
38	01-016-000-0000-6242		1,105.24	WESTLAW ACCESS SUBSCRIPTION	847599248	SUBSCRIPTIONS - LAW LIBRARY	N
28	01-016-000-0000-6242		376.99	LAW LIBRARY SUBSCRIPTIONS	847685083	SUBSCRIPTIONS - LAW LIBRARY	N
63	01-091-000-0000-6240		78.21	LAW LIBRARY SUBSCRIPTION	847691267	SUBSCRIPTIONS	N
23303	WEST GROUP PAYMENT CENTER		2,378.26	4 Transactions			
23543	WISKOW/SHEILA						
45	01-206-000-0000-6262	AP	350.00	COUNTY CORONER SECRETARIAL	116	OTHER SERVICES-CORONER	N
23543	WISKOW/SHEILA		350.00	1 Transactions			
23525	WORLD DATA CORPORATION						
34	01-132-000-0000-6401		330.00	MV REGISTRATION MANUALS		SUPPLIES - MOTOR VEHICLE	N
23525	WORLD DATA CORPORATION		330.00	1 Transactions			
1 Fund Total:			211,603.77	County Revenue		76 Vendors	242 Transactions

Pennington County Financial System



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1/23/23 4:41PM

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

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
1011 ACE HARDWARE							
94	03-350-000-0000-6556	AP	74.13	ELBOW COUPLER DRAIN		SHOP SUPPLIES	N
95	03-350-000-0000-6556	AP	31.97	PLIERS, SCRAPER		SHOP SUPPLIES	N
96	03-350-000-0000-6556	AP	36.99	WRENCH		SHOP SUPPLIES	N
97	03-350-000-0000-6556	AP	24.98	PAPER TOWELS		SHOP SUPPLIES	N
98	03-350-000-0000-6556	AP	101.95	WRENCH SET, HOSE VISEGRIP		SHOP SUPPLIES	N
			270.02	5 Transactions			
1350 ARAMARK UNIFORM SERVICES							
99	03-320-000-0000-6262	AP	1,062.45	SHOP 500 RUGS - DEC		OTHER SERVICES	N
			1,062.45	1 Transactions			
1364 AUTO VALUE							
100	03-350-000-0000-6556	AP	82.92	ELECTRICAL TAPE-STARTING FLUID		SHOP SUPPLIES	N
101	03-350-000-0000-6556	AP	391.94	SCREWS, GROMMETS, LENS FILTERS		SHOP SUPPLIES	N
102	03-350-000-0000-6556	AP	36.46	WIPERS LIGHTS		SHOP SUPPLIES	N
103	03-350-000-0000-6556	AP	228.42	SEAL, FILTER		SHOP SUPPLIES	N
104	03-350-000-0000-6556	AP	96.36	CLUTCH BRAKE, FILTERS		SHOP SUPPLIES	N
105	03-350-000-0000-6556	AP	72.15	FILTERS		SHOP SUPPLIES	N
106	03-350-000-0000-6556	AP	12.47	FILTERS		SHOP SUPPLIES	N
107	03-350-000-0000-6556	AP	123.96	TUBING, CLAMPS		SHOP SUPPLIES	N
			1,044.68	8 Transactions			
3315 CARGILL, INCORPORATED							
108	03-350-000-0000-6565	AP	4,301.40	SALT		ROAD MATERIALS	N
109	03-350-000-0000-6565	AP	3,802.18	SALT		ROAD MATERIALS	N
			8,103.58	2 Transactions			
20007 CITY OF THIEF RIVER FALLS							
110	03-350-000-0000-6801	AP	217.47	REPAIR PEDASTAL		MISCELLANEOUS EXPENSE	N
			217.47	1 Transactions			
6006 FARMERS UNION OIL							
111	03-350-000-0000-6560	AP	5,117.80	DIESEL SHOP 211		GAS & DIESEL	N
112	03-350-000-0000-6560	AP	4,967.00	DIESEL SHOP 213		GAS & DIESEL	N
115	03-350-000-0000-6560	AP	2,497.00	DIESEL SHOP 212		GAS & DIESEL	N
116	03-350-000-0000-6560	AP	1,775.00	DIESEL SHOP 215		GAS & DIESEL	N
113	03-350-000-0000-6562	AP	877.80	DEF FLUID		MOTOR OIL & LUBRICANTS	N
114	03-350-000-0000-6562	AP	50.70	GREASE		MOTOR OIL & LUBRICANTS	N
117	03-350-000-0000-6562	AP	829.95	OIL		MOTOR OIL & LUBRICANTS	N

Pennington County Financial System



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1/23/23 4:41PM

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

3 Road & Bridge

Vendor No.	Name	Accr	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula			Service Dates	Paid On Bhf #	On Behalf of Name	
118	03-350-000-0000-6562	AP	124.99	DEF FLUID		MOTOR OIL & LUBRICANTS	N
	6006 FARMERS UNION OIL		16,240.24		8 Transactions		
	6349 FASTENAL COMPANY						
150	03-350-000-0000-6556		545.79	PLOW BOLTS		SHOP SUPPLIES	N
152	03-350-000-0000-6556	AP	122.56	CUTTING WHEELS		SHOP SUPPLIES	N
151	03-350-000-0000-6564		67.75	DRILL BIT FLAT WASHERS		EQUIPMENT REPAIR PARTS	N
	6349 FASTENAL COMPANY		736.10		3 Transactions		
	6306 FLEET DISTRIBUTING						
120	03-350-000-0000-6564	AP	17.98	CLEVIS		EQUIPMENT REPAIR PARTS	N
	6306 FLEET DISTRIBUTING		17.98		1 Transactions		
	8331 HARDWARE HANK						
119	03-350-000-0000-6564	AP	2.49	ELBOW		EQUIPMENT REPAIR PARTS	N
	8331 HARDWARE HANK		2.49		1 Transactions		
	8412 HOFFMAN, PHILIPP, & MARTELL, PLLC						
153	03-320-000-0000-6261		500.00	AUDIT BILLING #1		CONSULTING & LEGAL SERVICES	N
	8412 HOFFMAN, PHILIPP, & MARTELL, PLLC		500.00		1 Transactions		
	12325 L & M FLEET SUPPLY INC.						
121	03-350-000-0000-6556	AP	105.98	BUILDING REPAIRS		SHOP SUPPLIES	N
122	03-350-000-0000-6556	AP	42.95	TP, PT		SHOP SUPPLIES	N
123	03-350-000-0000-6556	AP	17.97	WASHER FLUID		SHOP SUPPLIES	N
124	03-350-000-0000-6556	AP	129.93	EAR PLUGS, LADDER		SHOP SUPPLIES	N
	12325 L & M FLEET SUPPLY INC.		296.83		4 Transactions		
	12349 LUCKEN'S INC						
125	03-350-000-0000-6564	AP	400.00	FORD HUB CAP		EQUIPMENT REPAIR PARTS	N
	12349 LUCKEN'S INC		400.00		1 Transactions		
	13498 MARCO TECHNOLOGIES LLC						
154	03-320-000-0000-6301		38.21	COPY MACHINE - JAN		MAINTENANCE AGREEMENT	N
	13498 MARCO TECHNOLOGIES LLC		38.21		1 Transactions		
	13368 MN TRANSPORTATION ALLIANCE						
161	03-320-000-0000-6241		1,760.00	2023 DUES		DUES	N
	13368 MN TRANSPORTATION ALLIANCE		1,760.00		1 Transactions		

Pennington County Financial System



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1/23/23 4:41PM

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

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
14324 NAPA AUTO PARTS							
127	03-350-000-0000-6556	AP	233.95	TOOLS, BRAKE CLEANRE, PT		SHOP SUPPLIES	N
129	03-350-000-0000-6556	AP	39.98	DIESEL FUEL SUPPLEMENT		SHOP SUPPLIES	N
126	03-350-000-0000-6564	AP	16.18	THERMOSTAT		EQUIPMENT REPAIR PARTS	N
128	03-350-000-0000-6564	AP	141.44	SOCKETS, PAINT MARKER		EQUIPMENT REPAIR PARTS	N
130	03-350-000-0000-6564	AP	91.94	WIPER BLADES		EQUIPMENT REPAIR PARTS	N
14324 NAPA AUTO PARTS			523.49	5 Transactions			
14316 NELSON EQUIPMENT OF TRF INC							
131	03-350-000-0000-6564	AP	121.29	HUB SEAL, BOLT		EQUIPMENT REPAIR PARTS	N
132	03-350-000-0000-6564	AP	56.73	CUP CONE WHEEL SEAL		EQUIPMENT REPAIR PARTS	N
133	03-350-000-0000-6564	AP	38.96	BEARING		EQUIPMENT REPAIR PARTS	N
14316 NELSON EQUIPMENT OF TRF INC			216.98	3 Transactions			
14315 NORTHERN MOTORS INC							
221	03-350-000-0000-6631		40,620.00	2023 CHEVEROLET PICKUP		FURNITURE & EQUIPMENT	N
14315 NORTHERN MOTORS INC			40,620.00	1 Transactions			
14312 NORTHWEST POWER SYSTEMS							
134	03-350-000-0000-6564	AP	386.35	HOSES, O RINGS		EQUIPMENT REPAIR PARTS	N
135	03-350-000-0000-6564	AP	6.54	O RINGS		EQUIPMENT REPAIR PARTS	N
136	03-350-000-0000-6564	AP	121.40	HOSE SWIVEL		EQUIPMENT REPAIR PARTS	N
137	03-350-000-0000-6564	AP	289.86	U SEAL WIPER O RING		EQUIPMENT REPAIR PARTS	N
14312 NORTHWEST POWER SYSTEMS			804.15	4 Transactions			
999999997 OSOWSKI/NICHOLAS							
164	03-350-000-0000-6564		30.99	SNOW BROOM		EQUIPMENT REPAIR PARTS	N
999999997 OSOWSKI/NICHOLAS			30.99	1 Transactions			
16460 POMP'S TIRE SERVICE, INC							
148	03-350-000-0000-6564	AP	39.29	FLAT REPAIR		EQUIPMENT REPAIR PARTS	N
149	03-350-000-0000-6564	AP	32.01	TUBES		EQUIPMENT REPAIR PARTS	N
16460 POMP'S TIRE SERVICE, INC			71.30	2 Transactions			
17002 QUILL CORPORATION							
141	03-320-000-0000-6401	AP	65.99	LEDGER FORMS		SUPPLIES	N
17002 QUILL CORPORATION			65.99	1 Transactions			
18379 RDO Equipment Co.							
142	03-350-000-0000-6564	AP	53.23	CLAMP		EQUIPMENT REPAIR PARTS	N

Pennington County Financial System



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1/23/23 4:41PM

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

3 Road & Bridge

Vendor No.	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
143	03-350-000-0000-6564	AP	350.52	U BELT, KIT		EQUIPMENT REPAIR PARTS	N
18379	RDO Equipment Co.		403.75	2 Transactions			
18440	READITECH IT SOLUTIONS						
155	03-320-000-0000-6202		67.00	READIVOICE - JAN		TELEPHONE	N
156	03-320-000-0000-6263		40.00	BACKUP MANAGER - JAN		COMPUTER SERVICES	N
157	03-320-000-0000-6263		70.00	HOSTED OFFICE SUPPORT - JAN		COMPUTER SERVICES	N
158	03-320-000-0000-6263		25.47	HOSTED EXCHANGE - JAN		COMPUTER SERVICES	N
159	03-320-000-0000-6263		12.00	POP EMAIL - JAN		COMPUTER SERVICES	N
160	03-320-000-0000-6263		31.23	EMAIL ARCHIVING - JAN		COMPUTER SERVICES	N
18440	READITECH IT SOLUTIONS		245.70	6 Transactions			
18106	RED LAKE COUNTY COOP						
144	03-350-000-0000-6418	AP	467.06	PROPANE SHOP 211		PROPANE FOR HEATING SHOPS	N
145	03-350-000-0000-6418	AP	744.79	PROPANE SHOP 212		PROPANE FOR HEATING SHOPS	N
146	03-350-000-0000-6418	AP	1,202.97	PROPANE SHOP 213		PROPANE FOR HEATING SHOPS	N
18106	RED LAKE COUNTY COOP		2,414.82	3 Transactions			
18008	RED LAKE ELECTRIC COOPERATIVE						
140	03-350-000-0000-6636	AP	184.40	FIX LIGHT		BUILDING IMPROVEMENTS	N
18008	RED LAKE ELECTRIC COOPERATIVE		184.40	1 Transactions			
18319	RT VISION, INC.						
147	03-320-000-0000-6263	AP	570.00	PERMIT FEE		COMPUTER SERVICES	N
18319	RT VISION, INC.		570.00	1 Transactions			
19400	SURPLUS CENTER						
138	03-350-000-0000-6556	AP	288.00	BELTING		SHOP SUPPLIES	N
19400	SURPLUS CENTER		288.00	1 Transactions			
20309	TRUE NORTH STEEL						
162	03-350-000-0000-6549		12,236.20	60" PIPE		CULVERTS	N
163	03-350-000-0000-6549		5,168.00	24" PIPE		CULVERTS	N
20309	TRUE NORTH STEEL		17,404.20	2 Transactions			
26301	ZIEGLER, INC.						
139	03-350-000-0000-6561	AP	1,951.50	CUTTING EDGES		CUTTING EDGES	N
26301	ZIEGLER, INC.		1,951.50	1 Transactions			
3 Fund Total:			96,485.32	Road & Bridge		29 Vendors	72 Transactions

Pennington County Financial System



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1/23/23 4:41PM

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

Page 18

3 Road & Bridge

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
Final Total:		308,089.09	105 Vendors	314 Transactions	

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Pennington County Financial System



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	211,603.77	County Revenue
3	96,485.32	Road & Bridge
All Funds	308,089.09	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



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1/20/23 3:57PM

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

Page 2

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		16.29	TRANSPORT MEAL REIMBURSE		TRAVEL & EXPENSE	N
	8355 HENNINGSEN/ALEXANDER		16.29	1 Transactions			
3	19343 LARSON/MELISSA 01-251-000-0000-6330		7.64	TRANSPORT MEAL REIMBURSE		TRAVEL & EXPENSE	N
4	01-251-000-0000-6330		13.97	TRANSPORT MEAL REIMBURSE		TRAVEL & EXPENSE	N
5	01-251-000-0000-6330		10.68	TRANSPORT MEAL REIMBURSE		TRAVEL & EXPENSE	N
	19343 LARSON/MELISSA		32.29	3 Transactions			
2	18475 ROLLER/HUNTER 01-251-000-0000-6330		8.86	TRANSPORT MEAL REIMBURSE		TRAVEL & EXPENSE	N
	18475 ROLLER/HUNTER		8.86	1 Transactions			
1 Fund Total:			57.44	County Revenue	3 Vendors	5 Transactions	
Final Total:			57.44	3 Vendors	5 Transactions		

DRAFT

Pennington County Financial System



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	57.44	County Revenue
All Funds	57.44	Total

Approved by,

.....

.....

DRAFT

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 January 17, 2023 (detailed minutes on record)
are hereby adopted:

SECTION A

- I. To approve the December 20, 2022, Human Service Committee Meeting minutes.
- II. To approve the agency's personnel action as presented.
- III. A. To approve the 2023 Child Support Division Security Officer Agreement for Pennington County.

SECTION B

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

Aye Nay Chairperson Date

BUSINESS ASSOCIATE AGREEMENT
PENNINGTON COUNTY, MINNESOTA

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Pennington County Jail.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

(e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.

(g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

(h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

(i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.

(j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

COVERED ENTITY

ADVANCED CORRECTIONAL HEALTHCARE, INC.

PENNINGTON COUNTY JAIL

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Sheriff

Date

Date

Please complete and return via email to Contracts@advancedch.com

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
PENNINGTON COUNTY, MINNESOTA**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Pennington, located in the State of Minnesota, through the Pennington County Sheriff in their official capacity (hereinafter referred to as “county”), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as “ACH”), a Tennessee corporation.

**ARTICLE 1:
ACH**

- 1.1 **BIOMEDICAL WASTE DISPOSAL.** The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 **DENTAL CARE.** ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.3 **ECTOPARASITES.** For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county’s request. The county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of ACH’s prescriber, cause the patient’s health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 **MEDICAL CLAIMS RE-PRICING.** Upon the county’s request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. The monthly amount to be paid by the county to ACH for this service is to be 30% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 30% of the \$80 JAB saved the county – \$24.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.7 **MEDICAL SUPPLIES (DISPOSABLE).** The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.
- 1.8 **MENTAL HEALTH FIRST AID (MHFA) TRAINING.** Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial

help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.

- 1.9 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.10 **MORTALITY AND MORBIDITY REVIEW.** The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), such as Minn. Stat. 241.021 (or any similar act or amendment of that act), (b) that ACH cannot perform such reviews for a facility where it provides medical services, and (c) that the cost of such reviews will be borne by the County.
- 1.11 **OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR).** The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.12 **OFF-SITE SERVICES.** Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.13 **OTHER SERVICES AND EXPENSES.** ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.14 **PHARMACEUTICALS.** The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.15 **STAFFING.**
 - 1.15.1 **CANCELATIONS.** If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.
 - 1.15.2 **CREDITS.** ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)

- 1.15.3 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be “on call” during meal break(s) so that they may respond to an emergency, then the worker is considered to be “on duty” and the meal break(s) will be paid for by the county.
- 1.15.4 MEDICAL PRESCRIBER. A prescriber will visit the facility one time every other week (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, ACH endeavors to provide replacement onsite coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back 75% of the wages of the particular worker) (the other 25% pays for telephone on-call).
- 1.15.5 NURSING. ACH will provide on-site nursing coverage for 40 hours per week on a schedule approved by the county. ACH does not and will not put nurses on-call. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.15.6 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site QMHP for 6 hours every other week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the worker is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular worker).
- 1.15.7 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility’s request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.15.8 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.
- 1.16 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility’s AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and

its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

- 2.2 CO-PAY. Patients will be seen by the health care team regardless of their ability to pay.
- 2.3 COUNTY'S POLICIES, PROCEDURES. All policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies and procedures. Those recommendations are made for the county's consideration. ACH operates within the county's policies and procedures. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 2.4 CPR CARDS. ACH will not pay for CPR cards for county workers.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

- 2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.9 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.
- 2.10 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.11 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN). ACH does not and will not put nurses on-call.
- 2.12 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.13 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.14 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.15 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.16 RECRUITING.
- 2.16.1 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for

the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.

2.16.2 DECLINING TO FILL A POSITION AFTER ACH INCURS ADVERTISING AND RECRUITING COSTS. ACH makes a significant investment in the advertising and recruiting of new applicants and acknowledges the county has final approval of the staffing level at the facility. As a result, ACH does not expect the county to decline to fill a position after ACH has incurred advertising and recruiting costs. If, during the term of this agreement, ACH should begin advertising and recruiting for a position(s), and the county subsequently decides not to fill that position(s), the county agrees to pay ACH the actual costs of advertising and recruiting plus 30%.

2.17 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$246,999 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$20,583.25 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

3.1.1 ELECTRONIC PAYMENTS. The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.

3.1.2 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for Medical Care or 7%, whichever is higher.

- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 53. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.41 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.41 x 91)
- 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on _____, 2023 at 12:01 A.M. and will continue in full force and effect until January 31, 2026 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.1.1 EMERGENT START-UP. It is understood and agreed that ACH was asked to start this project urgently. As a general rule, ACH has ~120 days to "start up" and transition a project. As a result, the parties agree to work together collaboratively for a successful transition, although "success" shouldn't be measured until on or about 6/1/2023. Holiday and/or quick startups (less than 120 days between signed contract and startup date) require an additional fee of 2 weeks' contract price to mobilize extra startup team members, and the county agrees to pay this fee.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.

4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.4 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.5 **EMAIL ACCOUNTS.** As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2022, ~\$72/year per email account).
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of ACH to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.

- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.9 **FILMING.** ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, “60 Days In”), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH’s legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its workers against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Minnesota (without reference to conflicts of laws principles).
- 5.12 **INDEPENDENT CONTRACTORS.** ACH may engage certain health care professionals as independent contractors rather than workers. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH (“health care team members”) are not workers or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.13 **INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK).** ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.14 **MINNESOTA DATA PRACTICES ACT.** ACH understands it may be subject to the Minnesota Data Practices Act.
- 5.15 **NO GRANT OF RIGHTS.** Each of the parties understands and agrees that no grant or license of a party’s rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.16 **NO RELATIONSHIP OR AUTHORITY.** The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county’s behalf or in the county’s name, except as otherwise explicitly detailed

in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.

- 5.17 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Pennington County Jail, 102 1st St. W, Thief River Falls, MN 56701. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.18 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.19 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.20 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training. For example, ACH subcontracts staffing to USA Medical & Psychological Staffing, LLC; behavioral health care to Freedom Behavioral Health, S.C.; EMR to Advanced Inmate Medical Management, LLC; and training to Spark Training, LLC.
- 5.21 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.22 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Date

COUNTY OF PENNINGTON, MINNESOTA

Sheriff

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 2/16/23, the price will increase.

**APPLICATION FOR ABATEMENT - GENERAL FORM
(M.S. 375.192)**

For Taxes Levied in 2022
and Payable in 2023

County Auditor's No. 57	County of Pennington
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Please print or type.

Applicant's Name: Melinda Helle		Applicant's Mailing Address:	
Applicant's Social Security Number:		15095 200 th Street NE	
Telephone (work): ()		Thief River Falls, MN 56701	
Telephone (home): (218) 688-1945			
DESCRIPTION OF PROPERTY	Property I.D. or Parcel Number: R 11.01402200		
Street Address (if different than above)	City or Township North Township	School District No. 564	
LEGAL DESCRIPTION OF PROPERTY: Section 14 Township 154 Range 43 NW1/4 less 3.41 Ac. Hwy. 156.59 Acres			
ASSESSOR'S ESTIMATED MARKET VALUE: Land \$ <u>425800</u> Structure \$ <u>226000</u> Total \$ <u>651800</u> Class <u>2a & 1a non-homestead</u>			
APPLICANT'S STATEMENT OF FACTS: Mrs. Helle was at the Pennington County Assessor's Office at different times in July. She filed for a special agricultural homestead application – this was an incorrect application. She then filed an agricultural relative homestead application. This was the correct application, but the page where Mr. and Mrs. Helle needed to sign was missing. Pennington County Assessor's staff was present when Mrs Helle filed the applications. Linda Hornseth was the owner of the above property at the time. She passed away on September 23, 2022 and the property is now owned by Mrs. Helle, as well as her brothers Todd and Jesse Hornseth.			
APPLICANT'S REQUEST: Abate the payable 2023 tax to reflect the agricultural relative homestead classification.			

Applicant's Signature

Date

NOTE: Minnesota Statutes 1988. Section 609.41. "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of this statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000 or both."

The following accurately reflects both existing and proposed amounts.

	Market Value			Class	Tax Capacity	Tax Before Other Credits	Other Credits	Total Payable
	Land	Improvements	Total					
Original	425800	226000	651800	2a & 1a nhstd	6518			6202 (prop.)
Proposed	425800	226000	651800	2a rel.hstd	4244			3772 (prop.)
Reduction	0	0	0		2274			2430 (prop.)

Tax is Paid

Date: 01/13/2023

Local Tax Rate 99.6540 (prop.)

Tax is Not Paid

REPORT OF INVESTIGATION

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Signature of Investigator

Date

CERTIFICATIONS OF APPROVAL

NOTE: For this abatement to be approved, the assessor, county auditor, and the county board of commissioners must all favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION (County assessor or city assessor in certain cities)

Approved

Denied

Assessor's Signature

COUNTY AUDITOR'S RECOMMENDATION

Approved

Denied

Auditor's Signature

COUNTY BOARD OF COMMISSIONER'S ACTION (To be completed by county auditor)

Approved

Denied

I certify that at a meeting held _____, the County Board took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the names of taxpayers, other concerned persons, and the amounts involved.

CERTIFICATE OF FINAL APPROVAL (Complete only for approved abatements)

I further certify that the approval of this abatement has resulted in the following changes:

Reduction of Tax	\$ _____
Reduction of Penalty	\$ _____
Reduction of Interest	\$ _____
Total Reduction/Refund	\$ _____
Total Payable	\$ _____

Signature of County Auditor

Date

2022 Tax Abatements

First Year

- 818 Alice Drive, First Southeast Addition Lot-015 Block-003. Parcel number 25.033.041.29 – James Trojanowski. Total estimated abatement is \$1,378.39.
- 208 Willow Road. Noreen's First Addition S 122 of lot 21 & lot 22 less the SO 12' Blk 4 Parcel Number 25.062.052.00 – Margaret Porter. Total estimated abatement is \$962.60.
- 2024 Nelson Drive, MMCDC's Greenwood Neighborhood Addition Lot-015 Block-001 Parcel number 25.121.015.10 – Shelby Hagen. Total estimated abatement is \$961.51.

Second Year

- 219 Duluth Avenue North. Original Townsite of Thief River Lots 9 & 10 Blk 39. Parcel number 25.003.332.90 – Lester John Larson. Total estimated abatement is \$895.70.
- 212 Willow Road. Noreen's First Addition SO 12' of Lot 22, Lot 23, Lot 24 Less SO 44' Blk 4 Parcel number 25.062.053.00 – Adrian Prestebak. Total estimated abatement is \$971.83.
- 2028 Nelson Drive. MMCDC's Greenwood Neighborhood Addition Lot-013 Block-001 Parcel number 25.121.013.10 – Bryce Gillie. Total estimated abatement is \$1,202.38.
- 2004 Nelson Drive. Lot 4 Block 1, MMCDC's Greenwood Neighborhood Addition Lot-025 Block-001. Parcel number 25.121.025.10 – Lori Alverado. Total estimated abatement is \$682.38.
- 2022 Nelson Drive. MMCDC's Greenwood Neighborhood Addition Lot-016 Block-001 Parcel number 25.121.016.10 – Shelby Erickson. Total estimated abatement is \$1,396.87

Third Year

- Greenwood Street East. Lot 4, Block 1, MMCDC's Greenwood Neighborhood Addition. Parcel number 25.12100410 – Kellie Dagg. Total estimated abatement is \$807.63.
- 2013 Greenwood Street East. Lot 3, Block 1, MMCDC's Greenwood Neighborhood Addition. Parcel number 25.121.003.10 – Tanner Nessen, Total estimated abatement is \$983.79.
- 2103 Greenwood Street East. Lot 9, Block 1, MMCDC's Greenwood Neighborhood Addition. Parcel number 25.121.009.10 – Brandi Dorge. Total estimated abatement is \$848.47.
- 2021 Greenwood Street East. Lot 7, Block 1, MMCDC's Greenwood Neighborhood Addition. Parcel number 25.121.007.10 – Mackenzie Swick. Total estimated abatement is \$978.36.
- 1301 Labree Avenue North. Fairfield Addition s 137.4' of Lot 16. Parcel number 25.022.017.00 – Diana Donarski. Total estimated abatement is \$998.27.
- 2101 Greenwood Street East. Lot 8, Block 1, MMCDC's Greenwood Neighborhood Addition. Parcel number 25.121.008.10 – Tanner Dicken. Total estimated abatement \$1,026.96.
- 108 Breezy Drive. Narverud's First Addition South 45.5' of North 116' of Lot 3 Blk 2. Parcel number 25.043.004.21 – Wendall Wegge. Total estimated abatement is \$1,481.99.

- 108 Gabbi Court. Useldinger First Addition Lot 003 Southerly Part of Lot 3. Parcel number 25.115.003.00 – Marcia Sandahl. Total estimated abatement is \$1,284.89.

Fourth Year

- 2017 Greenwood Street East. Lot 5, Block 1, MMCDC's Greenwood Neighborhood Addition. Parcel number 25.121.005.10 – Jamie Englund. Total estimated abatement is \$802.93.

Fifth Year

- 2107 Greenwood Street East. MMCDC's Greenwood Neighborhood Addition Lot-011 Block-001. Parcel number 25.121.011.10 – Christina Prybl. Total estimated abatement is \$983.48.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
PENNINGTON COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>5705-61</u>	Total County Obligation
Trunk Highway Number (TH):	<u>59=174</u>	<u>\$724,753.71</u>
State Project Number (SP):	<u>6303-42</u>	Anticipated County Federal Aid
State Project Number (SP):	<u>057-070-020</u>	<u>\$603,961.43</u>
Federal Project Number:	<u>NHPP-HSIP 0059(324)</u>	County Non-Federal Aid
Lighting System Feed Point No.:	<u>57A5</u>	<u>\$120,792.28</u>

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

Recitals

1. The State will perform grading, roundabout, bituminous milling and surfacing, drainage, lighting construction and other associated construction upon, along, and adjacent to TH 59 from 3055 feet north of County Road No. 61/County State Aid Highway No. 8 to County Road No. 53 and from 2590 feet north of County State Aid Highway (CSAH) No. 26 to TH 92 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 5705-61 (T.H. 59=174) ("Project"); and
2. The County has agreed the State include in its Project lighting and roundabout construction; and
3. The County agrees to participate in the costs of the lighting and roundabout construction and associated construction engineering; and
4. The federally eligible County participation construction will be reduced by the amount of Federal aid funding received for said construction; and
5. Agreement 1052423 between the State and County will address the Project detour; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the County; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction;

Venue; and 15. Force Majeure.

1.4. Plans, Specifications, and Special Provisions. Plans, specifications, and special provisions designated by the State as State Project No. 5705-61 (T.H. 59=174) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. Exhibits. Preliminary Schedule "I" is on file in the office of the County Engineer and attached and incorporated into this Agreement.

2. Construction by the State

2.1. Contract Award. The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision, and Inspection of Construction.

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the County.** The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A.** The State will make changes in the Project Plans and contract construction, which may include the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate County official of any proposed addenda and change orders to the construction contract that will affect the County participation construction covered under this Agreement.
- B.** The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits. The County will submit to the State's Utility Engineer an original permit application for all utilities owned by the County to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

2.6. Replacement of Castings. Adjustments to certain County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The County will furnish the contractor with new units and/or parts for those in place County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

3.1. Roundabout on TH 59 at CSAH 3.

- A. Roundabout Approaches.** Maintenance of CSAH 3 approaches up to the curb line of the outer circle of the TH 59 at CSAH 3 roundabout. Maintenance includes, but is not limited to, snow, ice, and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.
- B. Roundabout Circle.** Maintenance of the roundabout circle on TH 59 at CSAH 3. The State and County will provide for snow, ice, and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.

3.2. Lighting. Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout, will be shared between the State and the County. The County will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.3. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of County Cost

4.1. Schedule "I". The Preliminary Schedule "I" includes anticipated County participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. County Participation Construction. The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for mobilization, field office, and traffic control. It is anticipated that Federal aid funding will be available to the County as defined below. The County may be billed for the match of their cost participation as shown on the Schedule "I". County costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible County participation construction.

- A.** 100 Percent will be the County's rate of cost participation in all of the County roundabout construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 3 of the Preliminary Schedule "I". Federal aid funds will be applied at a rate 90 Percent. The Federal aid funds are capped at **\$750,000.00** and may be modified at the time of award, the remainder will be paid using 100 Percent County funds.

- 4.3. Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- 4.4. Plan Changes, Additional Construction, Etc.** The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.

The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 4.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. County Cost and Payment by the County

- 5.1. County Cost. \$724,753.71** is the County's estimated share of the costs of the contract construction, including Federal aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. Conditions of Payment.** The County will pay the State the County's total estimated construction and construction engineering cost share, minus anticipated County Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
 - B. The County's receipt of a written request from the State for the advancement of funds.
- 5.3. Acceptance of the County's Cost and Completed Construction.** The computation by the State of the amount due from the County will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 5.1. Final Payment by the County.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all County participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include County costs in an amount equal to all Federal aid funding not applied to the federally eligible County participation construction. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: malaki.ruranika@state.mn.us

6.2. The County's Authorized Representative will be:

Name, Title: Mike Flaagan, County Engineer (or successor)
Address: 250 125th Avenue Northeast, Thief River Falls, MN 56701
Telephone: (218) 683-7017
E-Mail: mlflaagan@co.pennington.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County from contracting with a third-party to perform County maintenance responsibilities covered under this Agreement.

7.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

8.1. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

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

11. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

12. Telecommunications Certification

By signing this agreement, the County certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the County will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The County will include this certification as a flow down clause in any contract related to this agreement.

13. Governing Law; Jurisdiction; Venue

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

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *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 performance of contract construction under the Project. Termination must be by written or fax notice to the County.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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PENNINGTON 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: _____

Date: _____

By: _____

Title: _____

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: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1051525

County of Pennington

SP 5705-61 (TH 59=174)
 Fed. Proj. NHPPHSIP 0059(324)

Preliminary: December 21, 2022

Grading, roundabout, bituminous milling and surfacing, drainage, and lighting construction to start approximately May 2023 under State Contract No. _____ with _____ located on TH 59 from 3055 feet north of County Road 61/County State Aid Highway 8 to County Road 53 and from 2590 feet north of County State Aid Highway 26 to TH 92

COUNTY COST PARTICIPATION

	TOTALS	Federal Aid Match	
		No Federal Aid	10 Percent
SP 057-070-020 Roundabout Work Items, From Sheet No. 3	0.00	67,106.83	603,961.43
Anticipated Total County Construction Costs	671,068.25		
Construction Engineering (8%)		53,685.46	
(1) Total County Obligation	\$724,753.71		
Total Anticipated Federal Aid		\$603,961.43	
(2) Total County Obligation minus Anticipated Federal Aid	\$120,792.28		

(1) Amount of total County obligation as described in Article 5 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

(1) 90% FEDERAL HSIP, 10% COUNTY MATCH (CAPPED); REMAINDER 100% COUNTY

1051525

(P) = PLAN QUANTITY

ITEM NUMBER	SP 057-070-020 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2016.609	QUALITY MANAGEMENT - E-TICKETING	TON	1,661.00	0.50	830.50
2021.501	MOBILIZATION	LUMP SUM	0.07	427,000.00	29,890.00
2031.502	FIELD OFFICE	EACH	0.07	28,000.00	1,960.00
2104.502	REMOVE SIGN	EACH	4.00	70.00	280.00
2104.502	REMOVE SIGN TYPE SPECIAL	EACH	1.00	60.00	60.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	2.00	400.00	800.00
2104.502	SALVAGE LIGHTING UNIT	EACH	2.00	500.00	1,000.00
2104.502	SALVAGE SIGN	EACH	2.00	75.00	150.00
2104.503	REMOVE UNDERGROUND WIRE (P)	LIN FT	400.00	1.50	600.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	56.00	2.50	140.00
2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	3,453.00	5.00	17,265.00
2106.507	EXCAVATION - COMMON (P)	CU YD	2,562.00	8.00	20,496.00
2106.507	EXCAVATION - SUBGRADE (P)	CU YD	2,107.00	10.00	21,070.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	2,324.00	16.00	37,184.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	3,134.00	5.00	15,670.00
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	1,751.00	32.00	56,032.00
2118.509	AGGREGATE SURFACING (CV) CLASS 1	TON	94.00	65.00	6,110.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	1,661.00	82.00	136,202.00
2501.502	18" RC PIPE APRON	EACH	4.00	950.00	3,800.00
2503.503	18" RC PIPE SEWER DESIGN 3006	LIN FT	290.00	80.00	23,200.00
2506.502	CASTING ASSEMBLY	EACH	6.00	1,050.00	6,300.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	25.00	475.00	11,875.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	7.00	500.00	3,500.00
2521.518	6" CONCRETE WALK	SQ FT	2,669.00	13.00	34,697.00
2521.518	6" COLORED CONCRETE WALK	SQ FT	4,345.00	18.00	78,210.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	80.00	16.00	1,280.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	702.00	15.00	10,530.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	1,002.00	28.00	28,056.00
2531.503	CONCRETE CURB AND GUTTER DESIGN S524	LIN FT	526.00	30.00	15,780.00
2531.603	CONCRETE SILL	LIN FT	102.00	45.00	4,590.00
2531.618	TRUNCATED DOMES	SQ FT	96.00	60.00	5,760.00
2545.502	LIGHTING UNIT TYPE 9-40	EACH	8.00	3,500.00	28,000.00
2545.502	LIGHT FOUNDATION DESIGN E	EACH	8.00	1,100.00	8,800.00
2545.503	3" NON-METALLIC CONDUIT	LIN FT	130.00	15.00	1,950.00

PENNINGTON COUNTY

RESOLUTION

IT IS RESOLVED that Pennington County enter into MnDOT Agreement No. 1051525 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the roundabout construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 59 from 3055 feet north of County Road No. 61/County State Aid Highway No. 8 to County Road No. 53 and from 2590 feet north of County State Aid Highway No. 26 to TH 92 under State Project No. 5705-61 (TH 59=174) ("Project").

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Pennington County at an authorized meeting held on the _____ day of _____, 20____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 20____
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)