

**PENNINGTON COUNTY
BOARD OF COMMISSIONER'S MEETING
JUSTICE CENTER – COUNTY BOARD ROOM
TUESDAY, JULY 27TH, 2021, 5:00 P.M.**

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Recognition of Citizens** – Individuals present may address the Board about items not on the regular agenda; no action on these items is required at this time.
- 5. Approval of the Board minutes; bills**
- 6. Regular Agenda**

5:05	Julie Sjostrand – Human Services Director
5:10	Corey Hanson, Mark Kuhn – MAK Construction
5:30	Mike Flaagan – County Engineer
5:45	Ray Kuznia – County Sheriff
- 7. Committee Reports / Commissioner Updates**
- 8. County Auditor-Treasurer Items**
- 9. County Coordinator Items**
- 10. County Attorney Items**

11. Adjournment

(This agenda is subject to change)

Note: ZOOM invites will be sent to those on the agenda and the agenda email list.

Reminder: The CD#96 Public Hearing will be held on July 27th, 2021 at 4:00 p.m. in the Justice Center Board room.

OFFICIAL PROCEEDINGS
PENNINGTON COUNTY BOARD OF COMMISSIONERS
TUESDAY, JULY 13TH, 2021, 10:00 A.M.

Pursuant to adjournment, the Pennington County Board of Commissioners met in the Pennington County Justice Center Board Room in Thief River Falls, MN, on Tuesday, July 13th, 2021 at 10:00 a.m. Members Present: Darryl Tveitbakk, Seth Nelson, Bruce Lawrence, David Sorenson, and Neil Peterson. Members absent: None.

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

Chairman Peterson asked if there were any amendments to the agenda. County Coordinator Kevin Erickson stated that Chief Deputy Sheriff Seth Vettleson will be in attendance for Sheriff Kuznia and the County Engineer will not be in attendance. Motioned by Commissioner Tveitbakk, seconded by Commissioner Lawrence, to approve the Board agenda with the changes requested. Motion carried.

Motioned by Commissioner Nelson, seconded by Commissioner Sorenson, to approve the County Board minutes of June 22nd, 2021 as written. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to approve the following Commissioner warrants. Motion carried.

County Revenue	\$174,274.82
Road & Bridge	\$173,795.14
Ditch Funds	\$ 200.00

Per diems and meal reimbursements in the amount of \$4,006.96 were also approved.

Constituent Dennis Seaverson met with the Board and questioned if the Board had initiated any investigations into the issues he brought forth at the June 22nd, 2021 County Board meeting. Chairman Peterson stated they had not and noted that the County Board has no jurisdiction over the state court system. Mr. Seaverson disagreed and began to present a 2011 article from The Times regarding an incident where an individual was slandering him. County Attorney Seamus Duffy stated that Mr. Seaverson has no pending files in his office and that in regard to a past case only Mr. Seaverson can request a hearing in that matter. Mr. Seaverson argued that he had done so and the court refused to schedule a hearing. Mr. Seaverson then made claims that the county was protecting a pedophile and that a sex trafficker was working for the county but provided no substantiating information regarding either claim. Chief Deputy Seth Vettleson then informed Mr. Seaverson that his concerns have been noted by the Board and he was then escorted out of the meeting.

Chief Deputy Sheriff Seth Vettleson presented several personnel items for the Board's consideration:

Motioned by Commissioner Tveitbakk, seconded by Commissioner Sorenson, to approve the resignation of Full-Time Corrections Officer Julie Bolduc effective July 9th, 2021. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Nelson, to approve the resignation of Full-Time Corrections Officer Theodore Rodridgo III effective July 2nd, 2021. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to approve the transfer and promotion of Sarah Kalash from Part-Time Corrections Officer to Full-Time Corrections Sergeant effective July 14th, 2021. Motion carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Lawrence, to approve the transfer of Tyler Scott Ellefson from Part-Time Corrections Officer to Full-Time Corrections Officer effective July 14th, 2021. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Nelson, to approve the transfer of Part-Time Corrections Officer Cassidy Jaz Vandehoven from Part-Time Corrections Officer to Full-Time Corrections Officer effective July 14th, 2021. Motion carried.

Chief Deputy Vettleson wished to thank the public for their assistance and donations of items such as bug spray to aid in the search for murder suspect Eric Reinbold. Mr. Vettleson also wished to thank all of the outside agencies that have aided in the search for Mr. Reinbold.

Committee Reports / Commissioner Updates:

Commissioner Lawrence presented an update on behalf of the Solid Waste Committee regarding used oil and oil filter recycling in the County. There is no written contract or agreement with Rainy Lake Oil for the recycling services they have been providing, and Commissioner Lawrence recommended that the County contract with Safety-Kleen for used oil recycling for the three locations in the County. Safety-Kleen has stated they may be able to take used oil filters also but there would be a charge for that service. The County will continue to research recycling options for the used oil filters.

Motioned by Commissioner Lawrence, seconded by Commissioner Nelson, to no longer utilize the services of Rainy Lake Oil for the recycling of oil and oil filters at the three County locations. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to contract with Safety-Kleen for the recycling of used oil at all three locations in Pennington County. Discussion was held with Commissioner Tveitbakk questioning the financial implications of the change in services, and it was noted that Safety-Kleen will pick up the used oil at no charge. Hearing no further discussion, the motion was carried.

Commissioners Lawrence and Nelson stated that they toured the Goodridge oil and filter recycling location and they recommended that a canopy be installed over the oil tank to keep rain and other elements from entering the tank and the oil. Motioned by Commissioner Lawrence, seconded by Commissioner Nelson, to authorize the installation of a canopy over the used oil container at the Goodridge recycling location. Motion carried.

Commissioner Lawrence discussed administration of the County's website. Dispatch Supervisor Shadron Cooper created the current website but is unable to maintain and update the website due to his Dispatch duties. Mr. Lawrence stated that he has approached Ag Services/Solid Waste Coordinator Kyle Jore regarding website administration due to his IT experience, and Mr. Jore was willing to do so but would need additional work hours to do so. Motioned by Commissioner Lawrence, seconded by Commissioner Nelson, to assign the duties of web administration to Ag Services / Solid Waste Coordinator Kyle Jore and to increase his scheduled hours from 25 to 29 per week. Motion carried.

Commissioner Tveitbakk noted that he recently represented Pennington County at the summer AMC virtual meeting. He noted that Mary Jo McGuire from Minnesota was elected to the National Association of Counties (NACO) Board as 2nd Vice President.

Commissioner Tveitbakk stated that AMC will be hosting a Zoom meeting with the MN Attorney General's office regarding a recent opioid drug settlement and he would like to attend to see if / what settlement funds might be available to Pennington County. The Board approved his attendance at the meeting.

Commissioner Tveitbakk informed the Board that the TRF Regional Airport has requested \$7.5M in funding for the hangar project and the request is in the subcommittee report.

County Auditor-Treasurer Items: None

Chairman Peterson briefly discussed the State decision to fund the Enbridge tax settlement, noting that if the State had voted against such funding it would have resulted in a 10-12% increase to the Pennington County levy. It was noted there may be some shortfalls in the settlement due to interest calculations and so forth.

Commissioner Tveitbakk stated that he recently attended an AMC district meeting and discussion included the American Rescue Plan (ARP) funding. It was noted that a calculated loss in county revenue can possibly remove most or all restrictions on usage of the funds. He said it would be worthwhile to have our audit firm or another qualified entity calculate our county revenue loss.

Commissioner Lawrence informed the Board that the fall AMC district meeting will be hosted by Pennington County in October 2021.

County Coordinator Items:

Motioned by Commissioner Lawrence, seconded by Commissioner Tveitbakk, to approve the resignation of Sherri Melvie as Full-Time Deputy Assessor-Appraiser effective July 12th, 2021. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to approve advertising for the position of Full-Time Deputy Assessor-Appraiser. Motion carried.

County Attorney Items:

County Attorney Seamus Duffy presented an update on the changes to the Minnesota Open Meeting Law that were signed into law on May 6th, 2021 and how they affect the County Board meetings and Board member attendance.

Commissioner Lawrence noted that he met with a local amateur radio group regarding a lease of the radio tower and related property in Smiley Township. The Board requested that the County Attorney draft a lease agreement for the tower and property.

Motioned by Commissioner Nelson, seconded by Commissioner Sorenson, to adjourn the Board meeting to July 27th, 2021 at 5:00 p.m. Motion carried.

ATTEST:

Kevin Erickson, County Coordinator
Pennington County

Neil Peterson, Chairman
Board of Commissioners

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7/27/21 9:53AM

Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
1	1314 ACE RENT-ALL 01-218-000-0000-6300		60.00	SCISSOR LIFT - JUSTICE CENTER		REPAIRS & MAINTENANCE	Y
	1314 ACE RENT-ALL		60.00	1 Transactions			
113	1020 AMERICAN SOLUTIONS FOR BUSINESS 01-041-000-0000-6401		91.22	TAX STATEMENT ENVELOPES	INV05441465	SUPPLIES - AUDITOR	N
	1020 AMERICAN SOLUTIONS FOR BUSINESS		91.22	1 Transactions			
2	1308 ASSOCIATION MINNESOTA COUNTIES 01-041-000-0000-6241		325.00	COUNTY GOVERNMENT 201 - JH	58986	DUES - AUDITOR	N
3	01-041-000-0000-6241		325.00	COUNTY GOVERNMENT 201 - KE	58986	DUES - AUDITOR	N
	1308 ASSOCIATION MINNESOTA COUNTIES		650.00	2 Transactions			
37	1302 AT&T MOBILITY 01-290-000-0000-6202		69.48	JUNE CELL PHONE	287254343894X0	Telephone	N
	1302 AT&T MOBILITY		69.48	1 Transactions			
61	2324 BERGSTROM ELECTRIC INC 01-218-000-0000-6300		1,018.59	REPLACE MOTOR ROOFTOP UNIT #2	SM4065	REPAIRS & MAINTENANCE	N
62	01-070-000-0000-6631		4,400.00	WIRING - AC UNIT IN GOVT CTR	SM4100	FURNITURE & EQUIPMENT	N
	2324 BERGSTROM ELECTRIC INC		5,418.59	2 Transactions			
63	999999997 CHS AG SERVICES 01-255-000-0000-6801		125.96	FERTILIZER - STS	204066	MISCELLANEOUS EXPENSE	N
	999999997 CHS AG SERVICES		125.96	1 Transactions			
31	3311 COLE PAPERS, INC. 01-801-000-0000-6401		1,239.00	COPY PAPER - 40 CASES	10008819	SUPPLIES-UNALLOCATED	N
71	01-111-000-0000-6300		11.70	BROOM - GOV'T CENTER	10013076	REPAIRS & MAINTENANCE	N
69	01-111-000-0000-6403		58.72	GARBAGE BAGS - GOV'T CENTER	10013076	JANITORIAL SUPPLIES - COURTHOL	N
70	01-111-000-0000-6403		46.56	GARBAGE BAGS - GOV'T CENTER	10013076	JANITORIAL SUPPLIES - COURTHOL	N
67	01-218-000-0000-6403		168.02	BATH TISSUE - LEC	10013076	JANITORIAL SUPPLIES	N
68	01-218-000-0000-6403		42.63	AIR FILTERS - LEC	10013076	JANITORIAL SUPPLIES	N
32	01-111-000-0000-6403		146.19-	RETURN MOPBUCKET/WRINGER	9962481	JANITORIAL SUPPLIES - COURTHOL	N
	3311 COLE PAPERS, INC.		1,420.44	7 Transactions			
4	4310 D & T VENTURES 01-070-000-0000-6301		450.00	PROPERTY TAX WEBSITE SUPPORT	301129	MAINTENANCE AGREEMENT	N
	4310 D & T VENTURES		450.00	1 Transactions			

Pennington County Financial System



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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
5	13059 DHS - SWIFT		52.31	POSTAGE FOR MAILING SERVICES	A300IC57221I	OTHER SERVICES - ELECTIONS	N
	13059 DHS - SWIFT		52.31	1 Transactions			
41	4350 DUFFY/SEAMUS		1,407.47	SURFACE PRO & DOC		FURNITURE & EQUIPMENT - ATTOF	Y
	4350 DUFFY/SEAMUS		1,407.47	1 Transactions			
6	6001 FALLS DIVERSE ABILITIES CORPORATION		81.60	CLEAN AUDITORIUM	17646	OTHER SERVICES	N
7	01-501-000-0000-6262		49.00	CLEAN AUDITORIUM	17661	OTHER SERVICES	N
	6001 FALLS DIVERSE ABILITIES CORPORATION		130.60	2 Transactions			
47	6006 FARMERS UNION OIL		44.37	FUEL - JUNE 2021	784125-1	Gas & Diesel	N
	6006 FARMERS UNION OIL		44.37	1 Transactions			
65	7317 GALLS, LLC		854.26	UNIFORMS/GEAR - CV TE	18688530	JAILER UNIFORMS	N
64	01-251-000-0000-6420		204.00	3 PANTS - CV	18730850	JAILER UNIFORMS	N
	7317 GALLS, LLC		1,058.26	2 Transactions			
45	8321 HALVORSON/AMY		14.56	JULY MILEAGE		TRAVEL & EXPENSE	N
	8321 HALVORSON/AMY		14.56	1 Transactions			
43	8125 HEPPNER CONSULTING		270.00	DOWNLOAD PTF'S	3006	COMPUTER SERVICES - DP	N
	8125 HEPPNER CONSULTING		270.00	1 Transactions			
10	8413 HERZBERG/JENNIFER		19.84	MEAL - AMC - ST. PAUL	71421	TRAVEL & EXPENSE	N
9	01-041-000-0000-6330		15.06	MEAL - AMC - ST. PAUL	71521	TRAVEL & EXPENSE	N
8	01-041-000-0000-6330		20.00	MEAL - AMC - ST. PAUL	71621	TRAVEL & EXPENSE	N
	8413 HERZBERG/JENNIFER		54.90	3 Transactions			
33	8014 HUGOS #7		6.98	FOOD FOR MEETING - 7-13-21	1155	TRAVEL & EXPENSE	N
	8014 HUGOS #7		6.98	1 Transactions			

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Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
							Paid On Bhf #	On Behalf of Name	
34	12037	LEE PLUMBING & HEATING							
		01-111-000-0000-6300		250.00	RPZ TEST - GOV'T CENTER		84377	REPAIRS & MAINTENANCE	N
36		01-218-000-0000-6300		250.00	RPZ TEST - JUSTICE CENTER		84377	REPAIRS & MAINTENANCE	N
35		01-501-000-0000-6300		250.00	RPZ TEST - AUDITORIUM		84377	REPAIRS & MAINTENANCE	N
	12037	LEE PLUMBING & HEATING		750.00	3 Transactions				
11	13498	MARCO TECHNOLOGIES LLC							
		01-091-000-0000-6301		96.23	EQ767167 MAINTENANCE AGREEMENT		INV8880267	MAINTENANCE AGREEMENT	N
114		01-132-000-0000-6301		45.23	EQ465509 MAINTENANCE AGREEMENT		INV8951096	MAINTENANCE AGREEMENT	N
	13498	MARCO TECHNOLOGIES LLC		141.46	2 Transactions				
60	13589	MIKE'S AUTOMOTIVE CENTER INC.							
		01-201-000-0000-6304		182.27	THERMAL FAN CLUTCH #1		1216	REPAIR & MAINTENANCE - SQUAD	N
	13589	MIKE'S AUTOMOTIVE CENTER INC.		182.27	1 Transactions				
94	13447	MN BOARD OF ASSESSORS							
		01-106-000-0000-6241		50.00	ASSESSOR TRAINING - AB		4410	DUES - ASSESSOR	N
	13447	MN BOARD OF ASSESSORS		50.00	1 Transactions				
42	13355	MN COUNTIES COMPUTER COOP							
		01-041-000-0000-6801		140.00	LYNDA.COM - 1 YEAR (4)		2107156	MISCELLANEOUS EXPENSE - AUDIT	N
49		01-091-000-0000-6801		35.00	LYNDA.COM - 1YEAR (1) JK		2107156	MISCELLANEOUS EXPENSE	N
46		01-101-000-0000-6801		35.00	LYNDA.COM - 1YEAR (1)		2107156	MISCELLANEOUS EXPENSE - RECOR	N
44		01-132-000-0000-6801		35.00	LYNDA.COM - 1 YEAR (1)		2107156	MISCELLANEOUS EXPENSE - MOTO	N
54		01-201-000-0000-6262		35.00	LYNDA.COM - 1YEAR (1)		2107156	OTHER SERVICES	N
	13355	MN COUNTIES COMPUTER COOP		280.00	5 Transactions				
56	13324	MN SHERIFFS ASSOCIATION							
		01-203-000-0000-6801		150.00	ADVANCED GUN LAWS		237940	GUN PERMIT - MISC	N
	13324	MN SHERIFFS ASSOCIATION		150.00	1 Transactions				
51	14033	NORTHERN STATE BANK							
		01-201-000-0000-6405		121.94	REIMBURSE - PETTY CASH - CORDS			GENERAL SUPPLIES	N
52		01-251-000-0000-6330		35.01	REIMBURSE - PETTY CASH - FUEL			TRAVEL & EXPENSE	N
53		01-251-000-0000-6330		35.00	REIMBURSE - PETTY CASH - FUEL			TRAVEL & EXPENSE	N
	14033	NORTHERN STATE BANK		191.95	3 Transactions				
12	14123	NORTHWEST BEVERAGE INC							
		01-091-000-0000-6801		36.25	WATER BILL - JUNE - ATTORNEY		12265665	MISCELLANEOUS EXPENSE	N

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Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Descripti	1099 On Behalf of Name
14123	NORTHWEST BEVERAGE INC			36.25		1 Transactions				
15323	OFFICE DEPOT									
13	01-003-000-0000-6401			21.99	BRAIDED CABLE		179355075001		SUPPLIES - BOARD	N
15	01-091-000-0000-6401			18.04	MARKERS		179364110001		SUPPLIES	N
16	01-091-000-0000-6401			23.99	DRY ERASE BOARD		179364110001		SUPPLIES	N
14	01-801-000-0000-6401			17.65	PENS		179364110001		SUPPLIES-UNALLOCATED	N
19	01-801-000-0000-6401			15.25	MECHANICAL PENCILS		179364110001		SUPPLIES-UNALLOCATED	N
17	01-041-000-0000-6401			71.90	BINDERS		179364146001		SUPPLIES - AUDITOR	N
57	01-251-000-0000-6405			1.94	LETTER OPENERS		181026527001		GENERAL SUPPLIES - JAIL	N
58	01-251-000-0000-6405			9.50	LETTER OPENERS		181027110001		GENERAL SUPPLIES - JAIL	N
18	01-041-000-0000-6401			62.93	TONER		181048023001		SUPPLIES - AUDITOR	N
15323	OFFICE DEPOT			243.19		9 Transactions				
15329	OIL BOYZ EXPRESS LUBE INC									
50	01-201-000-0000-6304			42.96	OIL CHANGE/SERVICE #1		165490		REPAIR & MAINTENANCE - SQUAD	N
15329	OIL BOYZ EXPRESS LUBE INC			42.96		1 Transactions				
15328	OTIS ELEVATOR COMPANY									
40	01-218-000-0000-6300			1,664.04	2021 MAINTENANCE AGREEMENT		100400442730		REPAIRS & MAINTENANCE	N
39	01-111-000-0000-6300			827.52	2021 MAINTENANCE AGREEMENT		100400442818		REPAIRS & MAINTENANCE	N
15328	OTIS ELEVATOR COMPANY			2,491.56		2 Transactions				
16056	PAINT & GLASS INTERIORS									
20	01-091-000-0000-6300			1,400.45	SHADES FOR SIDE WINDOWS		5331		REPAIRS & MAINTENANCE	N
59	01-251-000-0000-6300			54.99	PAINT - JAIL		5526		REPAIRS & MAINTENANCE	N
16056	PAINT & GLASS INTERIORS			1,455.44		2 Transactions				
16067	PEMBERTON LAW, P.L.L.P.									
110	01-041-000-0000-6801			43.00	EMPLOYEE MATTERS				MISCELLANEOUS EXPENSE - AUDIT	Y
112	01-106-000-0000-6801			229.50	EMPLOYEE MATTERS				MISCELLANEOUS EXPENSE	Y
111	01-111-000-0000-6801			229.00	EMPLOYEE MATTERS				MISCELLANEOUS EXPENSE	Y
16067	PEMBERTON LAW, P.L.L.P.			501.50		3 Transactions				
16313	PENNINGTON COUNTY AUDITOR									
48	01-132-000-0000-6300			62.50	REIMBURSE READITECH 197431		4108		REPAIRS & MAINTENANCE	N
38	01-601-000-0000-6209			110.75	POSTAGE FOR JUNE (EXTENSION)		4109		POSTAGE	N
16313	PENNINGTON COUNTY AUDITOR			173.25		2 Transactions				
16359	PENNINGTON COUNTY CRIME VICTIM									

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Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
21	01-270-000-0000-6262		217.58	UTILITY BILL - 57-CR-20-332	CHK001055	OTHER SERVICES-CRIME VICTIM	N
16359	PENNINGTON COUNTY CRIME VICTIM		217.58	1 Transactions			
16027	PENNINGTON COUNTY TREASURER						
22	01-106-000-0000-6300		62.50	REIMBURSE READITECH #197431	4104	REPAIRS & MAINTENANCE	N
23	01-106-000-0000-6300		101.56	REIMBURSE READITECH #197079	4104	REPAIRS & MAINTENANCE	N
24	01-041-000-0000-6300		164.07	REIMBURSE READITECH #197079	4111	REPAIRS & MAINTENANCE	N
16027	PENNINGTON COUNTY TREASURER		328.13	3 Transactions			
20358	QUADIENT FINANCE USA, INC.						
72	01-801-000-0000-6209		1,500.00	POSTAGE		POSTAGE	N
20358	QUADIENT FINANCE USA, INC.		1,500.00	1 Transactions			
18440	READITECH IT SOLUTIONS						
95	01-041-000-0000-6210		222.86	IT GLOBAL JULY - AUD/TREAS	201175	E-MAIL SERVICES	N
96	01-070-000-0000-6263		445.71	IT GLOBAL JULY - HIGHWAY	201175	COMPUTER SERVICES - DP	N
97	01-070-000-0000-6263		297.14	IT GLOBAL JULY - ICN	201175	COMPUTER SERVICES - DP	N
98	01-070-000-0000-6263		891.43	IT GLOBAL JULY - WELFARE	201175	COMPUTER SERVICES - DP	N
99	01-070-000-0000-6263		49.52	IT GLOBAL JULY - DATA	201175	COMPUTER SERVICES - DP	N
100	01-070-000-0000-6263		140.00	IT GLOBAL JULY - DATA	201175	COMPUTER SERVICES - DP	N
101	01-091-000-0000-6300		99.05	IT GLOBAL JULY - ATTORNEY	201175	REPAIRS & MAINTENANCE	N
102	01-101-000-0000-6300		123.81	IT GLOBAL JULY - RECORDER	201175	REPAIRS & MAINTENANCE	N
103	01-106-000-0000-6300		74.29	IT GLOBAL JULY - ASSESSOR	201175	REPAIRS & MAINTENANCE	N
104	01-121-000-0000-6300		49.52	IT GLOBAL JULY - VET SERVICE	201175	Repairs & Maintenance	N
105	01-132-000-0000-6300		148.57	IT GLOBAL JULY - MV	201175	REPAIRS & MAINTENANCE	N
106	01-270-000-0000-6300		24.77	IT GLOBAL JULY - CRIME VICTIM	201175	REPAIRS & MAINTENANCE	N
107	01-290-000-0000-6300		49.52	IT GLOBAL JULY - EMER MGMT	201175	Repairs & Maintenance	N
108	01-601-000-0000-6300		123.81	IT GLOBAL JULY - EXTENSION	201175	REPAIRS & MAINTENANCE	N
109	01-070-000-0000-6263		40.00	REMOTE BACKUP MANAGER - JULY	201381	COMPUTER SERVICES - DP	N
18440	READITECH IT SOLUTIONS		2,780.00	15 Transactions			
19362	SUNDBY CLEANING, LLC						
26	01-800-000-0000-6262		1,800.00	JUNE CLEANING - SS	LEC621	OTHER SERVICES-WELFARE BUILDI	Y
25	01-218-000-0000-6262		1,300.00	JUNE CLEANING - LEC	SS621	OTHER SERVICES	Y
19362	SUNDBY CLEANING, LLC		3,100.00	2 Transactions			
99999997	VANDEHOVEN/CASSIDY						
66	01-251-000-0000-6420		179.95	UNIFORM ALLOWANCE REIMBURSE		JAILER UNIFORMS	N
99999997	VANDEHOVEN/CASSIDY		179.95	1 Transactions			

Pennington County Financial System



Linda
7/27/21 9:53AM
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

Vendor No.	Vendor Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
							Paid On Bhf #	On Behalf of Name	
27	23303	WEST GROUP PAYMENT CENTER							
		01-016-000-0000-6242		1,041.80	JUNE WEST LAW ACCESS		844609828	SUBSCRIPTIONS - LAW LIBRARY	N
		01-091-000-0000-6240		691.70	JUNE WEST LAW ACCESS		844614747	SUBSCRIPTIONS	N
		01-016-000-0000-6242		352.33	JULY SUBSCRIPTIONS		844693872	SUBSCRIPTIONS - LAW LIBRARY	N
		01-091-000-0000-6240		68.31	JULY SUBSCRIPTIONS		844698604	SUBSCRIPTIONS	N
	23303	WEST GROUP PAYMENT CENTER		2,154.14		4 Transactions			
55	26302	ZEE MEDICAL SERVICE							
		01-220-000-0000-6801		165.76	MEDICINE CABINET FILL		110900299	MISCELLANEOUS EXPENSE	N
	26302	ZEE MEDICAL SERVICE		165.76		1 Transactions			
1 Fund Total:				28,440.53	County Revenue			39 Vendors	93 Transactions

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Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
93	1350 ARAMARK 03-320-000-0000-6262		705.93	SHOP 500 RUGS		OTHER SERVICES	N
	1350 ARAMARK		705.93	1 Transactions			
92	6006 FARMERS UNION OIL 03-350-000-0000-6560		188.07	DIESEL		GAS & DIESEL	N
87	03-350-000-0000-6562		1,006.60	OIL SHOP 500		MOTOR OIL & LUBRICANTS	N
88	03-350-000-0000-6562		260.00	GREASE SHOP 500		MOTOR OIL & LUBRICANTS	N
89	03-350-000-0000-6562		59.20	OIL UNIT 205		MOTOR OIL & LUBRICANTS	N
90	03-350-000-0000-6562		85.47	OIL UNIT 230		MOTOR OIL & LUBRICANTS	N
91	03-350-000-0000-6562		41.07	OIL		MOTOR OIL & LUBRICANTS	N
	6006 FARMERS UNION OIL		1,640.41	6 Transactions			
86	6011 FED EX 03-350-000-0000-6553		91.13	MAIL SAMPLE		BRUSH & WEED CONTROL CHEMICALS	N
	6011 FED EX		91.13	1 Transactions			
85	8315 HUBERT OUTDOOR POWER 03-350-000-0000-6564		169.98	CHAIN SAW BLADES		EQUIPMENT REPAIR PARTS	Y
	8315 HUBERT OUTDOOR POWER		169.98	1 Transactions			
84	14123 NORTHWEST BEVERAGE INC 03-320-000-0000-6401		16.25	WATER	1227935	SUPPLIES	N
	14123 NORTHWEST BEVERAGE INC		16.25	1 Transactions			
82	17002 QUILL CORPORATION 03-320-000-0000-6401		165.68	PRESENTATION COVERS, MARKERS		SUPPLIES	N
83	03-320-000-0000-6401		38.77	TAPE, CLEANER		SUPPLIES	N
	17002 QUILL CORPORATION		204.45	2 Transactions			
78	18106 RED LAKE COUNTY COOP 03-350-000-0000-6418		474.53	PROPANE SHOP 213		PROPANE FOR HEATING SHOPS	N
79	03-350-000-0000-6418		165.19	PROPANE SHOP 215		PROPANE FOR HEATING SHOPS	N
80	03-350-000-0000-6418		467.40	PROPANE SHOP 212		PROPANE FOR HEATING SHOPS	N
81	03-350-000-0000-6418		252.40	PROPANE SHOP 211		PROPANE FOR HEATING SHOPS	N
	18106 RED LAKE COUNTY COOP		1,359.52	4 Transactions			
75	18439 ROCKSBURY TRUCK REPAIR 03-350-000-0000-6564		91.80	DOT INSPECTION UNIT 242		EQUIPMENT REPAIR PARTS	G
76	03-350-000-0000-6564		91.80	DOT INSPECTION UNIT 317		EQUIPMENT REPAIR PARTS	G

Pennington County Financial System



Linda
7/27/21 9:53AM
3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

Vendor No.	Vendor Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
							Paid On Bhf #	On Behalf of Name		
77		03-350-000-0000-6564		91.80	DOT INSPECTION UNIT 269				EQUIPMENT REPAIR PARTS	G
	18439	ROCKSBURY TRUCK REPAIR		275.40		3 Transactions				
74		03-350-000-0000-6564		25.00	BEACON MOUNTING - UNIT 318				EQUIPMENT REPAIR PARTS	N
	20003	TR SALVAGE INC		25.00		1 Transactions				
3 Fund Total:				4,488.07	Road & Bridge		9 Vendors		20 Transactions	

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Pennington County Financial System



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7/27/21 9:53AM
40 Ditch Funds

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 10

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</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>
20309 TRUE NORTH STEEL					
73 40-775-000-0000-6262		6,129.72	HG06612S46LL - 66X46	FP0000019916	OTHER SERVICES N
20309 TRUE NORTH STEEL		6,129.72	1 Transactions		
40 Fund Total:		6,129.72	Ditch Funds	1 Vendors	1 Transactions
Final Total:		39,058.32	49 Vendors	114 Transactions	

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Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	28,440.53	County Revenue
	3	4,488.07	Road & Bridge
	40	6,129.72	Ditch Funds
	All Funds	39,058.32	Total

Approved by,
.....
.....

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PENNINGTON COUNTY HUMAN SERVICES
HUMAN SERVICE COMMITTEE

CONSENT AGENDA

On a motion by Commissioner _____ and seconded by
Commissioner _____, The Following recommendations of the
Pennington County Human Service Committee for July 20, 2021 (detailed minutes on record) are
hereby adopted:

SECTION A

- I. To approve the June 15, 2021, Human Service Committee Meeting minutes.
- II. To approve the agency's personnel action as presented.
- III. A. To approve the Telecommute Policy.
B. To approve the Child Safety and Permanency and MFIP/SWP Self-Support Index Report

SECTION B

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

Aye

Nay

Chairperson

Date

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Thief River Falls Public Schools ISD# 564 (hereinafter referred to as the District) and Pennington County Human Services, hereinafter referred to as **Pennington County**

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District. The District and **Pennington County** agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. **TERM:**

The term of this Agreement shall be in effect from July 1, 2021 – June 30, 2022

2. **EDUCATIONAL PLACEMENT DECISIONS:**

Pennington County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. **Pennington County** and/or representative of the school in which the child is currently enrolled will work with the **Pennington County** foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

If **Pennington County** is considering moving a child to a new educational placement, **Pennington County** will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. **Pennington County** and the **Superintendent of Schools** will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. **Pennington County** shall take into consideration this information and other best interest factors found in paragraph three in making educational decisions. The **Superintendent of Schools** and /or a representative(s) of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. **Pennington County** will identify a point of contact from the agency to work directly with the **Superintendent of Schools** to ensure a smooth transition.

3. BEST INTEREST FACTORS:

When considering placement, the following best interest factors should be considered:

- The student's age
- The school attended by the student's siblings
- Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- The preferences of the student, the birth parents or prior custodians as appropriate, and the student's foster care parent(s) or current placement provider
- School stability and educational continuity
- Time remaining in the academic year
- Personal safety, attendance, academic progress and social involvement of the students in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **Pennington County** case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.

-
- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care near an existing route, the District will negotiate with **Pennington County** to determine the best possible means of transportation. The District and **Pennington County** will share the transportation costs identified in Section 5a.
 - d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with Pennington County to determine the best possible means of transportation. The District and Pennington County will share the transportation costs identified in Section 5a.
 - e. Students placed in foster care within District and attending a non-ISD 564 Area School: The District will bear no financial responsibility for this student. **Pennington County** and the School District where the student attends are expected to make arrangements for transportation and the associated costs.
5. PAYMENT FOR SERVICES:
- a. The District and **Pennington County** agree to split the costs of the transportation described in Section 4c and 4d, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the **Pennington County** agree to each assume/pay 50% of the costs.
 - b. **Pennington County** has identified the agency's Social Services Supervisor as the point of contact from the agency to work directly with the Superintendent to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested through the **Pennington County** point of contact to be honored.
 - c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, **Pennington County** will be responsible for transportation of the student placed in foster care.
 - d. **Pennington County** will compensate the District for transportation provided outside of the District pursuant to this agreement at the rate billed to the District by the private transportation company. Copies of the invoices from the private transportation company will be provided to **Pennington County**.
 - e. The District will submit itemized invoices to the **Pennington County** contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
 - f. In situations where transportation is being funded by **Pennington County**, the **Pennington County** point of contact will notify the Superintendent when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of **Pennington County** and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

Pennington County and the **District** will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within **5 business days**.
2. Upon receipt of the explanation, the decision will be reviewed by the **District** and the **Social Services Supervisor and Director of Human Services of Pennington County**. Input will be reviewed from all parties and a decision by the **Social Services Supervisor or Director of Human Services** will be communicated within three business days. A decision could be made to uphold the decision, or to reverse the decision.
3. **Pennington County** will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the **District and Pennington County**.
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education and Department of Human Services will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of **Pennington County**. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of **Pennington County** employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives and, to the extent permitted by law, hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party at the following respective address:

Thief River Falls Public School District ISD #564
230 LaBree Avenue South
Thief River Falls, MN 56701

Pennington County Human Services
P.O. Box 340
Thief River Falls, MN 56701

10. STANDARDS:

The **District** and **Pennington County** shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the **District** or **Pennington County** because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

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July | 2021

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF Pennington County
STATE OF MINNESOTA

Pennington County
BOARD OF COMMISSIONERS

THIEF RIVER FALLS SCHOL DISTRICT
ISD 564

BY:


~~DARRYL TVEITBAKK~~
CHAIRPERSON

BY:


DONITA STEPAN
SUPERINTENDENT

DATED:

DATED: 7-21-21

ATTESTED TO:

BY:

JULIE SJOSTRAND
COUNTY HUMAN SERVICES DIRECTOR

BY:


WAYNE NOME LAND
SCHOOL BOARD CHAIR

DATED:

DATED: 7-22-2021