

**PENNINGTON COUNTY
BOARD OF COMMISSIONER'S MEETING
COUNTY BOARD ROOM
TUESDAY, JULY 26TH, 2016, 5:00 P.M.**

AGENDA

Pledge of Allegiance

- 5:00 Ken Yutrzenka – Human Services Director
 - Consent agenda

- 5:05 Myron Jesme, Dale Nelson – RL Watershed
 - Annual Report

- 5:25 Kristi Hanson – Thief River Falls Library

- 5:40 Erik Beitel – Emergency Mgmt. Director
 - Grant

- 5:45 Dean Philipp
 - Concerns, Issues with TRF/Penn Cty

- 6:05 Mike Flaagan – County Engineer
 - Highway Dept. Items

County Auditor's Items

(This agenda is subject to change)

SECTION A

The regular meeting of the Pennington County Human Service Committee was held at 7:00 pm. June 21, 2016 at Pennington County Human Services.

COMMITTEE MEMBERS PRESENT

Don Jensen	Darryl Tveitbakk
Oliver Swanson	Cody Hempel
Neil Peterson	

STAFF MEMBERS PRESENT:

Ken Yutrzenka	Kathleen Herring
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- I. MINUTES: The May 17, 2016 Human Service Committee meeting minutes were read. Noting no changes a recommendation was made to forward the minutes to the consent Agenda.

- II. PERSONNEL:
 - A. Kassandra Herbst, Social Worker, is scheduled to complete probation as of 07/11/2016. The Social Service Supervisor and Director report that Ms. Herbst is fulfilling position responsibilities and they recommend Ms. Herbst be granted permanent status at the conclusion of the initial probationary period. Committee members recommended this item be forwarded to the Consent Agenda.
 - B. Laurie Hamness, Social Worker-Team leader is scheduled to complete her probation as of 07/21/2016. Ms. Hamness is fulfilling position responsibilities and the Social Service Supervisor and Director recommend that she be granted permanent status at conclusion of the probationary period. The Committee recommended this item be forwarded to the Consent Agenda.
 - C. Sarah Burthwick, Office Support Specialist, is scheduled to complete probation as of 08/01/2016. Ms. Burthwick is fulfilling assigned responsibilities and the Financial Assistance Supervisor and Director recommend that Ms. Burthwick be granted permanent status at conclusion of the probationary period. The Committee recommended this item be forwarded to the Consent Agenda.
 - D. Committee members were updated on efforts to refill the Eligibility Worker vacancy.

- III. GENERAL
 - A. The Director inquired and discussion was held as to securing additional office space to allow the agency to proceed with the hiring of the earlier approved 4 new staff positions.
 - B. Kathleen Herring updated Committee members on the status of METS (formerly known as MnSure) and of the agency's anticipation of additional/new program responsibilities coming our way.
 - C. The Director informed Committee members of the Agency being served with a litigation hold relative to the agency's involvement in a case concerning a licensed child care home.
 - D. The Director presented an updated Social Service Fee Schedule modified to reflect current Federal Poverty Guidelines. Recommendation was made to forward this item to the Consent Agenda.
 - E. Director informed Committee members that updated agency signage is being developed for the front and South sides of the building.
 - F. The Out-of-Home cost report as of May 2016 was presented for review.
 - G. Month's end cash balance for May 2016 stands at \$1,294,231.42

SECTION B

- I. No Social Service cases were presented for Special Case Review.

- II. Kathleen Herring presented the crisis assistance activity report and the most recent Income Maintenance caseload report. Current open case load count stands at 1,754.

- III. No Income Maintenance cases were presented for Special Case consideration.

- IV. A listing of bills presented for payment was reviewed. Recommendation for payment of the bills was moved to the Consent Agenda.

SECTION C

Be it resolved that the foregoing record is a true and accurate recording of the official actions and recommendations of the Human Service Committee for Pennington County and, as such, constitutes the official minutes thereof.

Chair: _____

Attest: _____

NEXT COMMITTEE MEETING: July 19, 2016 at 7:00pm.

2015 Annual Report Link

<http://redlakewatershed.org/Annual%20Reports/2015%20Annual%20Report.pdf>



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MEMORANDUM

TO: Al Rogalla, Pennington County Attorney
Kenneth Olson, Pennington County Auditor-Treasurer

FROM: Gina Fiorini and Julie Eddington, Bond Counsel

DATE: July 21, 2016

RE: Financing Structure for Justice Center

Introduction

Pennington County (the “County”) proposes to issue general obligation bonds to finance the construction of a new justice center consisting of (i) a jail (the “Jail”); and (ii) a new courthouse including law enforcement facilities and related administrative offices (collectively, the “Courthouse”). The Courthouse portion of the facility will be financed using the proceeds of general obligation capital improvement plan bonds (the “CIP Bonds”) in the expected principal amount of \$5,320,000 issued pursuant to Minnesota Statutes, Section 373.40, as amended (the “CIP Act”) and the Jail portion of the facility will be financed utilizing the proceeds of general obligation jail bonds (the “Jail Bonds,” and together with the CIP Bonds, the “Bonds”) in the expected principal amount of \$11,185,000 issued pursuant to Minnesota Statutes, Section 641.23, as amended (the “Jail Act”). The following memorandum outlines the County’s authority for issuing the CIP Bonds and the Jail Bonds and discusses whether issuance of the Bonds requires the approval of voters pursuant to a special election.

CIP Bonds

Minnesota counties are authorized by the CIP Act to issue CIP Bonds to finance certain capital improvements under an approved capital improvement plan by the issuance of CIP Bonds payable from ad valorem taxes in accordance with Minnesota Statutes, Chapter 475, as amended. The CIP Act identifies various capital improvement projects financeable with bonds, including a “county courthouse, administrative building, health or social service facility, correctional facility, jail, law enforcement center, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, and records and data storage facilities, and the acquisition of development rights in the form of conservation easements under chapter 84C.” Minnesota Statutes, Section 373.40, subdivision 1(b).

In order to issue bonds under the CIP Act, the county board must first adopt a five-year capital improvement plan. In addition, the county must hold a public hearing regarding its intention to issue the CIP Bonds following the publication of a notice of public hearing in a newspaper of general circulation in the county at least 14 days, but not more than 28 days prior to the public hearing. After the public hearing, if the county receives a petition requesting a vote on the issuance of the CIP Bonds signed by voters equal to at least five percent (5%) of the votes cast in the county in the last county general election within thirty (30) days of the public hearing, the CIP Bonds may only be issued after receiving approval of a majority of the voters voting on the ballot question. The issuance of CIP Bonds must be approved by a vote of at least three-fifths of the members of the county board. Additionally, a county may not issue CIP Bonds if the maximum amount of principal and interest to become due in any year on all the outstanding bonds issued (including the bonds to be issued) will equal or exceed 0.12 percent of estimated market value of property in the county. Calculation of the limit must be made using the estimated market value for the taxes payable year in which the bonds are issued and sold.

The County followed all the required steps for the issuance of CIP Bonds. First, the county held a duly noticed public hearing on March 22, 2016. After the public hearing, the Board of Commissioners of the County unanimously approved the issuance of CIP Bonds in an amount not to exceed \$6,200,000. No petition requesting a vote on the capital improvement plan and the issuance of the bonds was received within thirty (30) days of the public hearing, and as a result, no election is required to issue the CIP Bonds. In addition, the maximum principal and interest on the CIP Bonds due in any year will be less than 0.12 percent of the estimated market value for the taxes payable in the County in 2016. Therefore, the County has completed all the statutory requirements for the issuance of the CIP Bonds and no election is required to issue the CIP Bonds.

Jail Bonds

Minnesota counties are authorized by the Jail Act to finance the construction and equipping of a county jail, sheriff's residences, or both through the issuance of general obligation bonds payable from ad valorem taxes in accordance with Minnesota Statutes, Chapter 475, as amended. Pursuant to the Jail Act, "no election is required if the amount of all bonds issued for this purpose due and payable in any year does not exceed an amount equal to 0.09671 percent of estimated market value of taxable property within the county, as last determined before the bonds are issued."

The principal and interest payable in any year on the Jail Bonds will not exceed an amount equal to 0.09671 percent of estimated market value of taxable property within the County. The County has complied with the requirements of Minnesota law for the issuance of Jail Bonds and the approval of voters is not required for their issuance.

No Election Required

Minnesota Statutes, Chapter 475 requires an election for the issuance of bonds unless a specific exception to the requirement is provided by statute. The Jail Act and the CIP Act both provide such an exception. Therefore, the County is not required to hold an election to authorize the issuance of the Bonds and pledge its general obligation to secure the principal of and interest on the Bonds. In fact, the County is not legally authorized to hold an election with respect to the issuance of the Bonds. Pursuant to Minnesota Statutes, Section 375.20, a County may hold a special election only on a question on which the voters are authorized by law to pass judgment. Here, no authority exists for the County to submit the question of issuing the Bonds to voters.

Pursuant to an often cited case, Muehring vs. School District No. 31 of Stearns County, 28 N.W.2d 655 (Minn. 1947), when there is no specific statutory authority to submit a question to the voters, holding a special election constitutes an unauthorized redelegation of powers delegated to the governing body (in this case, it was a school board). When the voters lack power to decide the question, the outcome of an election does not have legal or binding effect. The Minnesota Attorney General issued an opinion in December, 1966, citing Muehring and holding that in the absence of statutory authorization, a public authority may not redelegate its duties and responsibilities to the electorate. See Op. Atty. Gen. 63a-11, December 20, 1966.

Conclusion

The County's issuance of the proposed CIP Bonds and the Jail Bonds without an election complies with Minnesota law. In connection with the delivery of the Bonds to bondholders on the closing date (anticipated to be September 22, 2016), we will provide a bond counsel opinion that the Bonds have been duly authorized and are valid and binding general obligations of the County.

Pennington County, Minnesota

Recommendations for Issuance of Bonds

\$11,185,000 General Obligation Jail Bonds, Series 2016A

\$5,320,000 General Obligation Capital Improvement Plan Bonds, Series 2016B

The County Board has under consideration the issuance of bonds to fund (i) construction and equipping of a new jail (the “Jail Bonds”) and (ii) construction of a courts/justice center (the “CIP Bonds”) (collectively, the “Bonds”). This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

July 26, 2016	County Board sets sale date and terms
Week of August 1, 2016	Rating conference is conducted
Est. August 12, 2016	Receipt of rating
August 23, 2016, 10:00 AM	Competitive proposals are received
August 23, 2016, 5:00 PM	County Board considers award of Bonds
On or about September 22, 2016	Proceeds are received

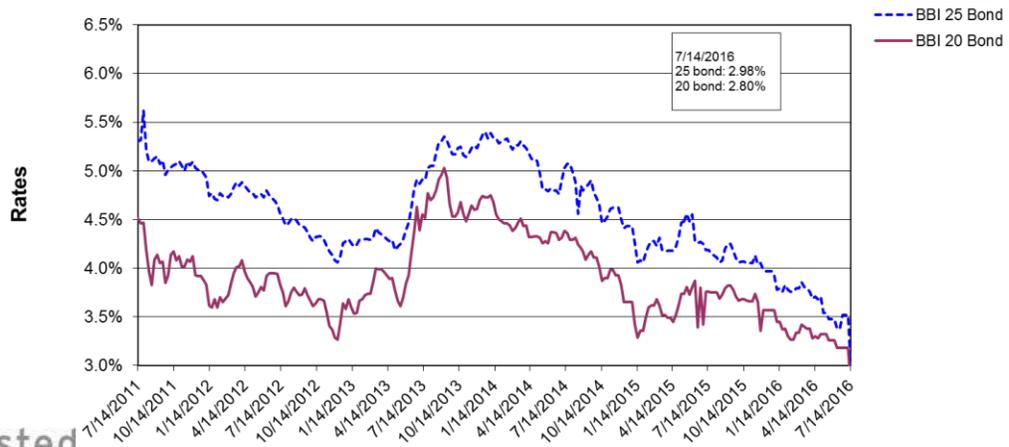
RATING: An application will be made to S&P Global Ratings for a rating on the Bonds. The County’s general obligation debt is currently rated ‘AA-’ by S&P.

In addition, the Jail Bonds will be enrolled the State’s Credit Enhancement Program (the “Program”) and a rating application will be made to S&P reflecting the Program. Currently, S&P assigns a rating of “AA+” to obligations enrolled in the Program based on the credit rating of the State. Absent an intervening change in the State’s credit rating, it is expected the Jail Bonds will receive a credit enhanced rating of “AA+”.

The CIP Bonds do not qualify for enrollment in the Program.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer’s Index (“BBI”) which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds (the BBI 20 Bond Index) and the 30th year for revenue bonds (the BBI 25 Bond Index). The following chart illustrates these two indices over the past five years.

BBI 25-bond (Revenue) and 20-bond (G.O.) Rates for 5 Years Ending 7/14/2016



Dates

Prepared by Springsted Incorporated

POST ISSUANCE COMPLIANCE:

The issuance of these bonds will result in post-issuance compliance responsibilities. The responsibilities lie in two primary areas: i) compliance with federal arbitrage requirements and ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for tax-exempt issues include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or 24-month period in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations; and expenditures, including any investment proceeds, will have to meet the spending criteria to qualify for the exclusion. The County expects to meet the 24-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to the debt service funds under certain conditions and any unspent bond proceeds remaining after three years. These funds should be monitored throughout the life of the Bonds.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the County to commit to providing the information needed to comply under a continuing disclosure agreement.

Springsted and the County have entered into an Agreement for Municipal Advisor Services, under which Springsted also provides continuing disclosure and arbitrage and rebate services for the County.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

SECURITY AND SOURCE OF PAYMENT:

The Bonds will be general obligations of the County, secured by its full faith and credit and taxing power. The County will make its first levy for the Bonds in 2016 for collection in 2017. Each year, the County will use first-half collections of taxes to pay the interest due August 1 in the year of collection and second-half collections plus surplus first-half collections to make the principal and interest payment due the following February 1.

For additional security we also recommend that the Jail Bonds be enrolled in the Program. Enrollment in the Program requires the County to enter into an agreement with Minnesota Public Facilities Authority (the "PFA") and adhere to certain requirements including depositing principal and interest payments on the Jail Bonds with the paying agent three days prior to each payment date. The Commissioner of Management and Budget for the State of Minnesota has the authority to cure potential payment defaults; such funds would be paid by the State to the PFA for remittance to the paying agent to make the scheduled debt service payment. The amount required for payment is automatically appropriated from the State's General Fund and does not require legislative approval. No such default is anticipated on the Jail Bonds; however, use of the Program will improve the marketability of the Jail Bonds and the cost of the Program application is small (\$500).

**STRUCTURING
SUMMARY:**

In consultation with the County, the Bonds were each structured over a term of 20 years with approximately level annual debt service payments. The CIP Bonds were structured by wrapping around the County's other outstanding capital improvement plan bonds, Series 2004A, which impacted the first two maturities of the CIP Bonds.

Due to the term and size of the transactions, it is likely that the Bonds will receive premium pricing from the underwriters on the day of sale. Premium pricing results when the coupon rates assigned by the underwriter to the Bonds (the nominal interest rates that the County pays) are higher than the market yields at the time of sale, resulting in a compensating premium being paid by the underwriter to the County. Interest rates applied in the structuring of the Jail Bonds are based on current market conditions and assume a reoffering premium sufficient to compensate the underwriter under a par bidding limitation. Par bidding requires that an underwriter bid not less than 100% of the face amount of the bonds. In the event the Bonds price with a premium bid, the County may deposit the extra proceeds in the project fund to fund additional project costs, deposit the proceeds to the debt service fund to reduce the first year's levy or reduce the size of the borrowing.

**SCHEDULES
ATTACHED:**

Schedules attached include a (i) sources and uses of funds, (ii) an estimated pricing summary for the Jail Bonds, (iii) estimated debt service requirements, given the current interest environment, and (iv) a calendar year debt service schedule for the CIP Bonds and all other outstanding capital improvement plan bonds for purposes of demonstrating compliance with the maximum annual debt service requirements for capital improvement plan bonds.

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2027 may be prepaid at a price of par plus accrued interest on or after February 1, 2026.

Bank Qualification: The County is issuing more than \$10 million in tax-exempt obligations in the current calendar year; therefore the Bonds will not be designated as bank qualified.

\$11,185,000 General Obligation Jail Bonds, Series 2016A

Description of the Issue

PURPOSE: Proceeds of the Jail Bonds, together with County funds, will be used to construct and equip a jail in accordance with the County's 2016-2021 Capital Improvement Plan.

AUTHORITY: The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and Sections 641.21-641.23.

Statutory Requirements: The County Board may issue County bonds for the construction of a jail in accordance with the provisions of Chapter 475 without an election if the amount of all bonds issued under this statute, and interest thereon, which are due and payable in any year does not exceed an amount equal to 0.09671 percent of estimated market value of taxable property within the County, as last determined before the Bonds are issued. At the County's current estimated market value of \$1,306,603,200 that limit is \$1,263,616. Maximum annual calendar year debt service on the Jail Bonds is estimated at \$712,730 and is therefore within the statutory limitation.

\$5,340,000 General Obligation Capital Improvement Plan Bonds, Series 2016B

Description of the Issue

PURPOSE: Proceeds of the CIP Bonds, together with County funds, will be used to construct and equip a courts and justice center in accordance with the County's 2016-2021 Capital Improvement Plan.

AUTHORITY: The CIP Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and Section 373.40.

Statutory Requirements: Pursuant to Minnesota Statutes, Section 373.40 counties may issue capital improvement bonds if the maximum calendar year debt service on all outstanding bonds issued under this statute, including the proposed bond issue does not exceed an amount equal to 0.12% of the estimated market value of the property within the County for taxes payable in the year the Bonds are issued and sold. The County has one other capital improvement plan bond outstanding, the Series 2009A General Obligation Refunding Bonds, outstanding in the principal amount of \$410,000 with a final maturity in 2019.

The maximum calendar year debt service estimated for the all CIP debt is projected to be \$361,573 which is within the statutory limitation as calculated below. The available capacity the County will have to issue additional capital improvement debt after the issuance of the Bonds is projected to be \$1,206,350, also as calculated below.

2016 Estimated Market Value	\$1,306,603,200
Statutory Maximum Annual Debt Service (0.12%)	\$1,567,923
Estimated Maximum Annual Debt Service	\$361,573
Estimated Unused Capacity After 2016 Issuance	\$1,206,350

The County must also have an adopted 5-year Capital Improvement Plan and comply with the public hearing requirements outlined in Minnesota Statutes 475.521. The County completed these requirements by adoption of the Resolution Adopting a Capital Improvement Plan and Authorizing the Issuance of General Obligation Bonds on March 22, 2016. A 30-day reverse referendum period commenced at that time and expired on April 21, 2016.

\$11,185,000

Pennington County, Minnesota
General Obligation Jail Bonds, Series 2016A
Jail Improvements - Credit Enhanced

Sources & Uses

Dated 09/22/2016 | Delivered 09/22/2016

Sources Of Funds

Par Amount of Bonds.....	\$11,185,000.00
Planned Issuer Equity contribution.....	680,000.00
Reoffering Premium.....	103,138.00

Total Sources..... \$11,968,138.00

Uses Of Funds

Deposit to Project Construction Fund.....	11,812,161.00
Total Underwriter's Discount (0.900%).....	100,665.00
Costs of Issuance.....	53,775.00
Rounding Amount.....	1,537.00

Total Uses..... \$11,968,138.00

\$11,185,000

Pennington County, Minnesota
General Obligation Jail Bonds, Series 2016A
Jail Improvements - Credit Enhanced

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2018	Serial Coupon	1.000%	0.850%	385,000.00	100.201%	385,773.85
02/01/2019	Serial Coupon	1.000%	0.950%	475,000.00	100.116%	475,551.00
02/01/2020	Serial Coupon	1.500%	1.000%	480,000.00	101.646%	487,900.80
02/01/2021	Serial Coupon	1.500%	1.100%	490,000.00	101.697%	498,315.30
02/01/2022	Serial Coupon	2.000%	1.250%	495,000.00	103.874%	514,176.30
02/01/2023	Serial Coupon	2.000%	1.400%	505,000.00	103.637%	523,366.85
02/01/2024	Serial Coupon	2.000%	1.500%	515,000.00	103.470%	532,870.50
02/01/2025	Serial Coupon	2.000%	1.600%	525,000.00	103.116%	541,359.00
02/01/2026	Serial Coupon	2.000%	1.700%	535,000.00	102.584%	548,824.40
02/01/2027	Serial Coupon	1.800%	1.800%	550,000.00	100.000%	550,000.00
02/01/2028	Serial Coupon	2.250%	2.250%	560,000.00	100.000%	560,000.00
02/01/2029	Serial Coupon	2.350%	2.350%	570,000.00	100.000%	570,000.00
02/01/2030	Serial Coupon	2.400%	2.400%	585,000.00	100.000%	585,000.00
02/01/2031	Serial Coupon	2.450%	2.450%	600,000.00	100.000%	600,000.00
02/01/2032	Serial Coupon	2.500%	2.500%	610,000.00	100.000%	610,000.00
02/01/2033	Serial Coupon	2.550%	2.550%	625,000.00	100.000%	625,000.00
02/01/2034	Serial Coupon	2.600%	2.600%	645,000.00	100.000%	645,000.00
02/01/2035	Serial Coupon	2.650%	2.650%	660,000.00	100.000%	660,000.00
02/01/2036	Serial Coupon	2.700%	2.700%	680,000.00	100.000%	680,000.00
02/01/2037	Serial Coupon	2.750%	2.750%	695,000.00	100.000%	695,000.00
Total	-	-	-	\$11,185,000.00	-	\$11,288,138.00

Bid Information

Par Amount of Bonds.....	\$11,185,000.00
Reoffering Premium or (Discount).....	103,138.00
Gross Production.....	\$11,288,138.00
Total Underwriter's Discount (0.900%).....	\$(100,665.00)
Bid (100.022%).....	11,187,473.00
Total Purchase Price.....	\$11,187,473.00
Bond Year Dollars.....	\$130,187.96
Average Life.....	11.640 Years
Average Coupon.....	2.3927329%
Net Interest Cost (NIC).....	2.3908334%
True Interest Cost (TIC).....	2.3717210%

\$11,185,000
Pennington County, Minnesota
General Obligation Jail Bonds, Series 2016A
Jail Improvements - Credit Enhanced

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2017	-	-	-	-	-
02/01/2018	385,000.00	1.000%	328,995.13	713,995.13	749,694.89
02/01/2019	475,000.00	1.000%	238,355.00	713,355.00	749,022.75
02/01/2020	480,000.00	1.500%	233,605.00	713,605.00	749,285.25
02/01/2021	490,000.00	1.500%	226,405.00	716,405.00	752,225.25
02/01/2022	495,000.00	2.000%	219,055.00	714,055.00	749,757.75
02/01/2023	505,000.00	2.000%	209,155.00	714,155.00	749,862.75
02/01/2024	515,000.00	2.000%	199,055.00	714,055.00	749,757.75
02/01/2025	525,000.00	2.000%	188,755.00	713,755.00	749,442.75
02/01/2026	535,000.00	2.000%	178,255.00	713,255.00	748,917.75
02/01/2027	550,000.00	1.800%	167,555.00	717,555.00	753,432.75
02/01/2028	560,000.00	2.250%	157,655.00	717,655.00	753,537.75
02/01/2029	570,000.00	2.350%	145,055.00	715,055.00	750,807.75
02/01/2030	585,000.00	2.400%	131,660.00	716,660.00	752,493.00
02/01/2031	600,000.00	2.450%	117,620.00	717,620.00	753,501.00
02/01/2032	610,000.00	2.500%	102,920.00	712,920.00	748,566.00
02/01/2033	625,000.00	2.550%	87,670.00	712,670.00	748,303.50
02/01/2034	645,000.00	2.600%	71,732.50	716,732.50	752,569.13
02/01/2035	660,000.00	2.650%	54,962.50	714,962.50	750,710.63
02/01/2036	680,000.00	2.700%	37,472.50	717,472.50	753,346.13
02/01/2037	695,000.00	2.750%	19,112.50	714,112.50	749,818.13
Total	\$11,185,000.00	-	\$3,115,050.13	\$14,300,050.13	\$15,015,052.64

SIGNIFICANT DATES

Dated.....	9/22/2016
Delivery Date.....	9/22/2016
First Coupon Date.....	8/01/2017

Yield Statistics

Bond Year Dollars.....	\$130,187.96
Average Life.....	11.640 Years
Average Coupon.....	2.3927329%
Net Interest Cost (NIC).....	2.3908334%
True Interest Cost (TIC).....	2.3717210%
Bond Yield for Arbitrage Purposes.....	2.2813899%
All Inclusive Cost (AIC).....	2.4204369%

IRS Form 8038

Net Interest Cost.....	2.3014495%
Weighted Average Maturity.....	11.594 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule. The actual underwriter's discount bid may also vary.

\$5,320,000

Pennington County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2016B
Courthouse Improvements

Sources & Uses

Dated 09/22/2016 | Delivered 09/22/2016

Sources Of Funds

Par Amount of Bonds.....	\$5,320,000.00
Planned Issuer Equity contribution.....	320,000.00

Total Sources..... \$5,640,000.00

Uses Of Funds

Deposit to Project Construction Fund.....	5,558,664.00
Total Underwriter's Discount (0.900%).....	47,880.00
Costs of Issuance.....	31,680.00
Rounding Amount.....	1,776.00

Total Uses..... \$5,640,000.00

\$5,320,000

Pennington County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2016B
Courthouse Improvements

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Existing CIP	Net New D/S	105% Overlevy
02/01/2017	-	-	-	-	144,790.00	137,395.00	144,264.75
02/01/2018	50,000.00	0.950%	155,960.44	205,960.44	145,370.00	351,330.44	368,896.96
02/01/2019	100,000.00	1.050%	114,342.50	214,342.50	150,510.00	364,852.50	383,095.13
02/01/2020	245,000.00	1.100%	113,292.50	358,292.50	-	358,292.50	376,207.13
02/01/2021	250,000.00	1.200%	110,597.50	360,597.50	-	360,597.50	378,627.38
02/01/2022	250,000.00	1.350%	107,597.50	357,597.50	-	357,597.50	375,477.38
02/01/2023	255,000.00	1.500%	104,222.50	359,222.50	-	359,222.50	377,183.63
02/01/2024	260,000.00	1.600%	100,397.50	360,397.50	-	360,397.50	378,417.38
02/01/2025	265,000.00	1.700%	96,237.50	361,237.50	-	361,237.50	379,299.38
02/01/2026	265,000.00	1.800%	91,732.50	356,732.50	-	356,732.50	374,569.13
02/01/2027	270,000.00	1.900%	86,962.50	356,962.50	-	356,962.50	374,810.63
02/01/2028	275,000.00	2.350%	81,832.50	356,832.50	-	356,832.50	374,674.13
02/01/2029	285,000.00	2.450%	75,370.00	360,370.00	-	360,370.00	378,388.50
02/01/2030	290,000.00	2.500%	68,387.50	358,387.50	-	358,387.50	376,306.88
02/01/2031	300,000.00	2.550%	61,137.50	361,137.50	-	361,137.50	379,194.38
02/01/2032	305,000.00	2.600%	53,487.50	358,487.50	-	358,487.50	376,411.88
02/01/2033	315,000.00	2.650%	45,557.50	360,557.50	-	360,557.50	378,585.38
02/01/2034	320,000.00	2.700%	37,210.00	357,210.00	-	357,210.00	375,070.50
02/01/2035	330,000.00	2.750%	28,570.00	358,570.00	-	358,570.00	376,498.50
02/01/2036	340,000.00	2.800%	19,495.00	359,495.00	-	359,495.00	377,469.75
02/01/2037	350,000.00	2.850%	9,975.00	359,975.00	-	359,975.00	377,973.75
Total	\$5,320,000.00	-	\$1,562,365.44	\$6,882,365.44	\$440,670.00	\$7,315,640.44	\$7,681,422.46

SIGNIFICANT DATES

Dated Date.....	9/22/2016
Delivery Date.....	9/22/2016
First Coupon Date.....	8/01/2017

Yield Statistics

Bond Year Dollars.....	\$64,566.33
Average Life.....	12.137 Years
Average Coupon.....	2.4197834%
Net Interest Cost (NIC).....	2.4939397%
True Interest Cost (TIC).....	2.4823199%
Bond Yield for Arbitrage Purposes.....	2.3945879%
All Inclusive Cost (AIC).....	2.5409553%

IRS Form 8038

Net Interest Cost.....	2.4197834%
Weighted Average Maturity.....	12.137 Years

\$5,340,000

Pennington County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2016B
Courthouse Improvements

Aggregate Capital Improvement Plan Debt Service -- Accrual Basis

Calendar Year	2009A GO Refunding	2016B GO CIP Bonds	TOTAL
2016	146,870.00	-	146,870.00
2017	142,580.00	98,551.69	241,131.69
2018	142,940.00	164,580.00	307,520.00
2019	147,755.00	213,817.50	361,572.50
2020	-	356,945.00	356,945.00
2021	-	359,097.50	359,097.50
2022	-	355,910.00	355,910.00
2023	-	357,310.00	357,310.00
2024	-	358,317.50	358,317.50
2025	-	358,985.00	358,985.00
2026	-	354,347.50	354,347.50
2027	-	354,397.50	354,397.50
2028	-	353,601.25	353,601.25
2029	-	356,878.75	356,878.75
2030	-	354,762.50	354,762.50
2031	-	357,312.50	357,312.50
2032	-	354,522.50	354,522.50
2033	-	356,383.75	356,383.75
2034	-	352,890.00	352,890.00
2035	-	354,032.50	354,032.50
2036	-	354,735.00	354,735.00
2037	-	354,987.50	354,987.50
-	\$580,145.00	\$6,882,365.44	\$7,462,510.44

Par Amounts Of Selected Issues

2009A GO Refunding Bonds - FOS.....	540,000.00
2016B GO CIP Bonds - Cou-Jail.....	5,340,000.00
TOTAL.....	5,880,000.00

Extract of Minutes of Meeting
of the Board of Commissioners of
Pennington County, Minnesota

Pursuant to due call and notice thereof a regular meeting of the Board of Commissioners of Pennington County, Minnesota, was held in the County Board Room at the County Courthouse, Thief River Falls, Minnesota, on Tuesday, July 26, 2016, commencing at 5:00 P.M.

The following members of the Board of Commissioners were present:

and the following were absent: None

The following resolution was presented by Commissioner _____, who moved its adoption:

RESOLUTION NO. _____

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE
OF GENERAL OBLIGATION JAIL BONDS, SERIES 2016A IN
THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF
\$11,185,000**

BE IT RESOLVED By the Board of Commissioners (the “Board”) of Pennington County, Minnesota, a county and political subdivision of the State of Minnesota (the “County”), as follows:

1. Authorization. It is hereby determined that:

(a) the County is authorized by Minnesota Statutes, Section 641.23, as amended (the “Jail Act”), to finance the construction and equipping of a County jail (the “Project”) through the issuance of general obligation bonds in accordance with Minnesota Statutes, Chapter 475, as amended (the “Bond Act” and together with the Jail Act, the “Act”).

(b) The County is further authorized by the Act to issue its general obligation bonds without voter approval if the principal of and interest which are due and payable on such general obligation bonds in any year does not exceed .09671 percent of the estimated market value of taxable property within the County, as last determined before such bonds are issued.

(c) It is necessary and expedient to the sound financial management of the affairs of the County that General Obligation Jail Bonds, Series 2016A, in the proposed aggregate principal amount of \$11,185,000 (the “Bonds”), be issued and sold to finance the Project. The proposed principal of and interest on the Bonds is presently estimated not to exceed .09671 percent of the market value of taxable property in the County.

(d) The County is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the County has retained an independent financial advisor in connection with such sale. The actions of the County staff and the County’s municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

2. Sale Authorized. To provide financing for the Project, the County will therefore issue and sell the Bonds in the proposed aggregate principal amount of \$11,185,000. The Bonds will be issued, sold and delivered in accordance with the terms of the Terms of Proposal prepared by Springsted Incorporated, as municipal advisor for the County, attached hereto as EXHIBIT A.

3. Credit Enhancement. It is further determined that, to facilitate the sale of the Bonds, the County shall apply to the Minnesota Public Facilities Authority (the “Authority”) for participation in its County Credit Enhancement Program pursuant to Minnesota Statutes, Section 446A.086, which provides for a guarantee by the State of Minnesota, acting through the Authority, of any deficiency of debt service on the Bonds. The County Auditor-Treasurer is authorized and directed to submit an application to participate in the Authority’s County Credit Enhancement Program. The form of the County Credit Enhancement Program Agreement on file with the County is approved (the “Agreement”), and the Chairman of the Board and the County Auditor-Treasurer are hereby authorized to execute and deliver the Agreement substantially in the form on file with the County, subject to modifications that do not alter the substance of the transaction that are approved by the Chairman of the Board and the County Auditor-Treasurer, whose execution will be conclusive evidence of their approval. The Board additionally authorizes payment of the \$500 application fee to the Authority.

4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the County, is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the County are hereby authorized to assist Kennedy & Graven, Chartered, in the preparation of such documents, certificates, and instruments.

5. Authority of Municipal Advisor. Springsted Incorporated is authorized and directed to negotiate the sale of the Bonds in accordance with the Terms of Proposal. The County Board will meet at 5:00 P.M. on Tuesday, August 23, 2016, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

6. Covenants. In the resolution awarding the sale of the Bonds the Board will set forth the covenants and undertakings required by the Act.

7. Official Statement. In connection with the sale of the Bonds, the officers, employees and agents of the County are authorized and directed to cooperate with Springsted Incorporated and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

(The remainder of this page is intentionally left blank.)

EXHIBIT A
TERMS OF PROPOSAL

THE COUNTY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$11,185,000*

PENNINGTON COUNTY, MINNESOTA

GENERAL OBLIGATION JAIL BONDS, SERIES 2016A

(MINNESOTA STATE CREDIT ENHANCEMENT PROGRAM)

(BOOK ENTRY ONLY)

Proposals for the Series 2016A Bonds will be received on Tuesday, August 23, 2016, until 10:00 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Series 2016A Bonds will be by the County Board at 5:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Series 2016A Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the County, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The County is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Series 2016A Bonds, and PARITY® is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE SERIES 2016A BONDS

The Series 2016A Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2017. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2016A Bonds will mature February 1 in the years and amounts* as follows:

2018	\$385,000	2022	\$495,000	2026	\$535,000	2030	\$585,000	2034	\$645,000
2019	\$475,000	2023	\$505,000	2027	\$550,000	2031	\$600,000	2035	\$660,000
2020	\$480,000	2024	\$515,000	2028	\$560,000	2032	\$610,000	2036	\$680,000
2021	\$490,000	2025	\$525,000	2029	\$570,000	2033	\$625,000	2037	\$695,000

* *The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2016A Bonds or the amount of any maturity in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2016A Bonds as that of the original proposal. Gross spread is the differential between the price paid to the County for the new issue and the prices at which the securities are initially offered to the investing public.*

Proposals for the Series 2016A Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Series 2016A Bonds will be issued by means of a book entry system with no physical distribution of Series 2016A Bonds made to the public. The Series 2016A Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Series 2016A Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Series 2016A Bonds. Individual purchases of the Series 2016A Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2016A Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Series 2016A Bonds, will be required to deposit the Series 2016A Bonds with DTC.

REGISTRAR

The County will name the registrar which shall be subject to applicable SEC regulations. The County will pay for the services of the registrar.

OPTIONAL REDEMPTION

The County may elect on February 1, 2026, and on any day thereafter, to prepay Series 2016A Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Series 2016A Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be

redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2016A Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The County has also covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 446A.086 and to use the provisions of that statute pursuant to which the State of Minnesota will appropriate money to the payment of the principal and interest on the Series 2016A Bonds when due if the County is unable to make a principal or interest payment. The proceeds will be used to construct and equip a jail in accordance with the County's 2016-2021 Capital Improvement Plan.

BIDDING PARAMETERS

Proposals shall be for not less than \$11,185,000 (Par) plus accrued interest, if any, on the total principal amount of the Series 2016A Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the County scheduled for award of the Series 2016A Bonds is adjourned, recessed, or continued to another date without award of the Series 2016A Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity must be 98.0% or greater. Series 2016A Bonds of the same maturity shall bear a single rate from the date of the Series 2016A Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit to the County in the amount of \$111,850 (the "Deposit") no later than 1:00 P.M., Central Time on the day of sale. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the County; or (ii) a wire transfer. The lowest bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the County nor Springsted Incorporated have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

Certified or Cashier's Check. A Deposit made by certified or cashier's check will be considered timely delivered to the County if it is made payable to the County and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 by the specified time.

Wire Transfer. A Deposit made by wire will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted Incorporated following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the lowest bidder (the "purchaser") will be retained by the County and no interest will accrue to the purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the County.

AWARD

The Series 2016A Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The

County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2016A Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the County determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The County has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2016A Bonds. If the Series 2016A Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The County specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the County. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the County) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2016A Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2016A Bonds.

CUSIP NUMBERS

If the Series 2016A Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Series 2016A Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Series 2016A Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

On or about September 22, 2016, the Series 2016A Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2016A Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2016A Bonds has been made impossible by action of the County, or its agents, the purchaser shall be liable to the County for any loss suffered by the County by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Series 2016A Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The purchaser's obligation to purchase the Series 2016A Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2016A Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2016A Bonds, and said Preliminary Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange

Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Series 2016A Bonds, together with any other information required by law. By awarding the Series 2016A Bonds to an underwriter or underwriting syndicate, the County agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the "Underwriter" for purposes of this paragraph) to which the Series 2016A Bonds are awarded up to 25 copies of the Final Official Statement. The County designates the Underwriter of the syndicate to which the Series 2016A Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Such Underwriter agrees that if its proposal is accepted by the County, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Series 2016A Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated July 26, 2016

BY ORDER OF THE COUNTY BOARD

/s/ Kenneth Olson
Auditor-Treasurer

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____, and upon vote being taken thereon the following commissioners voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF PENNINGTON)

I, the undersigned, being the duly qualified and acting County Auditor-Treasurer of the County of Pennington, Minnesota (the "County"), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of County Commissioners held on Tuesday, July 26, 2016, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes, insofar as they relate to the issuance and sale of the General Obligation Jail Bonds, Series 2016A of the County, in the proposed aggregate principal amount of \$11,185,000.

WITNESS My hand as County Auditor-Treasurer and the corporate seal of the County this ____ day of _____, 2016.

County Auditor-Treasurer
Pennington County, Minnesota

(SEAL)

Extract of Minutes of Meeting
of the Board of Commissioners of
Pennington County, Minnesota

Pursuant to due call and notice thereof a regular meeting of the Board of Commissioners of Pennington County, Minnesota, was held in the County Board Room at the County Courthouse, Thief River Falls, Minnesota, on Tuesday, July 26, 2016, commencing at 5:00 P.M.

The following commissioners were present:

and the following were absent:

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE
OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN
BONDS, SERIES 2016B, IN THE PROPOSED AGGREGATE
PRINCIPAL AMOUNT OF \$5,320,000**

BE IT RESOLVED By the Board of Commissioners (the "Board") of Pennington County, Minnesota (the "County") as follows:

1. Authorization. It is hereby determined that:

(a) The County is authorized by Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 373.40, as amended (collectively, the "Act") to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the County payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements within a county for the purpose of a county courthouse, administrative building, health or social service facility, correctional facility, jail, law enforcement center, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, and records and data storage facilities, and the acquisition of development rights under Minnesota Statutes, Chapter 84C. Capital improvements do not include a recreation or sports facility building (such as, but not limited to, a gymnasium, ice arena, racquet sports facility, swimming pool, exercise room or health spa), unless the building is part of an outdoor park facility and is incidental to the primary purpose of outdoor recreation.

(b) On March 22, 2016, in accordance with the Act, the Board held a duly noticed public hearing (the "Public Hearing") regarding the adoption of the 2016 through 2021 Five-Year Capital Improvement Plan for the County (the "Plan") and the issuance of general obligation capital improvement plan bonds in the maximum principal amount of \$6,200,000 thereunder. The Plan authorizes the issuance of general obligation bonds to provide for the undertaking of certain capital improvements described in the Plan, including but not limited to the construction of a portion of a new justice center to include a new courthouse, law enforcement facilities, and other related administrative offices (the "Capital Improvements").

(c) No petition for a referendum on the issuance of the bonds pursuant to the Plan was received within thirty (30) days after the Public Hearing in accordance with the Act, and the County is therefore authorized to issue the Bonds under the Act.

(d) It is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Capital Improvement Plan Bonds, Series 2016B (the "Bonds"), in the proposed aggregate principal amount of \$5,320,000, pursuant to the Act, in order to finance the Capital Improvements.

(e) As required by the Act, the County has determined that: (i) the expected useful life of the Capital Improvements to be financed with the Bonds will be at least five years; and (ii) the amount of principal and interest due in any year on all outstanding bonds issued by the County under the Act, including the Bonds, will not exceed 0.12 percent of the estimated market value of property in the County for taxes payable in 2016.

(f) The County is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the County has retained an independent financial advisor in connection with such sale. The actions of the County staff and the County's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

4. Sale of the Bonds. To provide monies to finance the Capital Improvements, the County will therefore issue and sell the Bonds in the proposed aggregate principal amount of \$5,320,000, which amount is subject to adjustment in accordance with the official Terms of Proposal (the "Terms of Proposal"). The Bonds will be issued, sold and delivered in accordance with the Terms of Proposal attached hereto as EXHIBIT A.

5. Authority of Municipal Advisor. Springsted Incorporated is authorized and directed to negotiate the sale of the Bonds in accordance with the Terms of Proposal. The Board of Commissioners of the City will meet at 5:00 P.M. on Tuesday, August 23, 2016, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

6. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the County, is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the County are hereby authorized to assist Kennedy & Graven, Chartered in the preparation of such documents, certificates, and instruments.

7. Covenants. In the resolution awarding the sale of the Bonds the Board will set forth the covenants and undertakings required by the Act.

8. Official Statement. In connection with the sale of the Bonds, the officers or employees of the County are authorized and directed to cooperate with Springsted Incorporated and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____, and upon vote being taken thereon the following commissioners voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A
TERMS OF PROPOSAL

THE COUNTY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$5,320,000*

PENNINGTON COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2016B

(BOOK ENTRY ONLY)

Proposals for the Series 2016B Bonds will be received on Tuesday, August 23, 2016, until 10:00 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Series 2016B Bonds will be by the County Board at 5:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Series 2016B Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the County, its agents nor PARITY® shall have any duty or Bond to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The County is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Series 2016B Bonds, and PARITY® is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE SERIES 2016B BONDS

The Series 2016B Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2017. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2016B Bonds will mature February 1 in the years and amounts* as follows:

2018	\$ 50,000	2022	\$250,000	2026	\$265,000	2030	\$290,000	2034	\$320,000
2019	\$100,000	2023	\$255,000	2027	\$270,000	2031	\$300,000	2035	\$330,000
2020	\$245,000	2024	\$260,000	2028	\$275,000	2032	\$305,000	2036	\$340,000
2021	\$250,000	2025	\$265,000	2029	\$285,000	2033	\$315,000	2037	\$350,000

* *The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2016B Bonds or the amount of any maturity in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2016B Bonds as that of the original proposal. Gross spread is the differential between the price paid to the County for the new issue and the prices at which the securities are initially offered to the investing public.*

Proposals for the Series 2016B Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Series 2016B Bonds will be issued by means of a book entry system with no physical distribution of Series 2016B Bonds made to the public. The Series 2016B Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Series 2016B Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Series 2016B Bonds. Individual purchases of the Series 2016B Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2016B Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Series 2016B Bonds, will be required to deposit the Series 2016B Bonds with DTC.

REGISTRAR

The County will name the registrar which shall be subject to applicable SEC regulations. The County will pay for the services of the registrar.

OPTIONAL REDEMPTION

The County may elect on February 1, 2026, and on any day thereafter, to prepay Series 2016B Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Series 2016B Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2016B Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds will be used to construct and equip a courts and justice center in accordance with the County's 2016-2021 Capital Improvement Plan.

BIDDING PARAMETERS

Proposals shall be for not less than \$5,272,120 plus accrued interest, if any, on the total principal amount of the Series 2016B Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the County scheduled for award of the Series 2016B Bonds is adjourned, recessed, or continued to another date without award of the Series 2016B Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity must be 98.0% or greater. Series 2016B Bonds of the same maturity shall bear a single rate from the date of the Series 2016B Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit to the County in the amount of \$53,200 (the "Deposit") no later than 1:00 P.M., Central Time on the day of sale. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the County; or (ii) a wire transfer. The lowest bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the County nor Springsted Incorporated have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

Certified or Cashier's Check. A Deposit made by certified or cashier's check will be considered timely delivered to the County if it is made payable to the County and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 by the specified time.

Wire Transfer. A Deposit made by wire will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted Incorporated following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the lowest bidder (the "purchaser") will be retained by the County and no interest will accrue to the purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the County.

AWARD

The Series 2016B Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2016B Bonds, (ii) reject all proposals without

cause, and (iii) reject any proposal that the County determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The County has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2016B Bonds. If the Series 2016B Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The County specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the County. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the County) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2016B Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2016B Bonds.

CUSIP NUMBERS

If the Series 2016B Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Series 2016B Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Series 2016B Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

On or about September 22, 2016, the Series 2016B Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2016B Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2016B Bonds has been made impossible by action of the County, or its agents, the purchaser shall be liable to the County for any loss suffered by the County by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Series 2016B Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The purchaser's obligation to purchase the Series 2016B Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2016B Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2016B Bonds, and said Preliminary Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Series 2016B Bonds, together with any other information required by law. By awarding the Series 2016B Bonds to an underwriter or underwriting syndicate, the County agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the "Underwriter" for purposes of this paragraph) to which the Series 2016B Bonds are awarded up to 25 copies of the Final Official Statement. The County designates the Underwriter of the syndicate to which the Series 2016B Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Such Underwriter agrees that if its proposal is accepted by the County, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Series 2016B Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated July 26, 2016

BY ORDER OF THE COUNTY BOARD

/s/ Kenneth Olson

**MINNESOTA COUNTIES
COMPUTER COOPERATIVE**

BYLAWS

As adopted March 2, 1978
As amended November 30, 1978
As amended June 8, 1979
As amended June 11, 1982
As amended September 9, 1983
As amended June 8, 1984
As amended October 4, 1984
As amended June 13, 1986
As amended June 12, 1987
As amended November 15, 1988
As amended June 9, 1989
As amended June 8, 1990
As amended June 14, 1991
As amended June 12, 1992
As amended June 6, 2002
As amended June 9, 2004
As amended June 8, 2005
As amended June 6, 2007
As amended June 4, 2008
As amended June 4, 2014
As amended June 8, 2016

**MINNESOTA COUNTIES
COMPUTER COOPERATIVE**

AMENDED AND RESTATED BYLAWS

June 8, 2016

ARTICLE I: PURPOSE

Section 1. The purpose of the Minnesota Counties Computer Cooperative (“MnCCC”) is to jointly and cooperatively provide for the establishment, operation, and maintenance of data processing systems, facilities, training services, managed professional services and management information systems for the use and benefit of the parties, as well as the commercialization of its proprietary software for licensed use by third parties.

ARTICLE II: POWERS

Section 1. The Minnesota Counties Computer Cooperative shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization as set forth in the Amended and Restated Joint Powers Agreement of even date.

ARTICLE III: DEFINITIONS

Section 1. "Board" shall mean the MnCCC’s Board of Directors, to be organized and operated as provided herein.

Section 2. "Charges" shall mean any and each of: (a) annual Dues or other periodic charges billed to a Member and/or Licensee for services provided or to be provided to that party as a result of membership in a User Group; (b) such other charges billed to a Member and/or Licensee for goods or services specifically requested by such participant; and (c) an equitable share of the cost of the MnCCC's Annual Meeting.

Section 3. "Dues" shall mean each Member's and/or Licensee’s annual payment to MnCCC, consisting of an equitable share (as determined by the Board) of the annual budget approved by the Board at the Annual Meeting.

Section 4. “ISSG” shall mean the Information Services Support Group, comprised of Member or Licensee information technology/data processing professional employees who meet to provide technical assistance to the MnCCC staff and User Groups: coordinate MnCCC information systems training; and evaluate and advise on software, hardware, documentation, education and managed professional services.

Section 5. "Joint Powers Agreement" shall mean the Amended and Restated Joint Powers Agreement, as adopted by each eligible Member as provided in Minnesota Statutes 471.59, and as may be amended from time to time.

Section 6. "Licensee" shall mean any other governmental subdivision, agency, group, or any non-governmental entity or group that is not eligible to be a Member, including, without limitation, an agency of a non-county governmental entity, or a nonprofit corporation, or a trade association, or such other eligible participant that may be authorized from time to time by the Board to participate in one or more User Groups, and that has entered into a Licensee Agreement with the MnCCC.

Section 7. "Licensee Agreement" shall mean an agreement defining the rights, responsibilities and obligations between MnCCC and a Licensee that wishes to participate in MnCCC programs for the purpose of licensing MnCCC software, acquiring managed professional services, and participating in one or more User Groups and/or the ISSG.

Section 8. "Member" shall mean a Minnesota county or other Minnesota governmental subdivision that is eligible to enter into a joint powers agreement under Minnesota Statute § 471.59, and that has ratified and executed the Joint Powers Agreement and has paid those membership Dues and other Charges established by the MnCCC from time to time.

Section 9. "Non-Voting Member" shall mean a Minnesota-based Member county or other Minnesota governmental subdivision that participates in only one or two User Groups. Non-Voting Members shall be entitled to receive notice of and attend all Member meetings, but shall not vote, or be counted for determining a quorum for voting purposes at Membership Meetings.

Section 10. "User Group" shall mean a group of Members and/or Licensees who use common software application(s) and who meet regularly to provide direction to the Board regarding selection of vendors for software development, maintenance, marketing, training, modifications, and enhancements for such software applications and services. For purposes of User Group voting, each Member or Licensee shall be counted as a single user, regardless of the number of internal licensed seats, authorized users, etc. held by such Member or Licensee.

Section 11. "Voter(s)" are those full time or part time employee representatives of Voting Members that attend Member or User Group meetings and that vote on behalf of such Voting Member. Each Voting Member may, at its option, and from time to time, rank and prioritize the Voter participation for any meeting or other Voting Member resolution by delivering written notice thereof to the Executive Director, which ranking shall control for all purposes until revoked or replaced. In the absence of such ranking, any employee(s) of such Voting Member in attendance at a meeting shall determine internally how such ballots shall be cast, and who is entitled and authorized to deliver any Voting Member's ballot card distributed at a Member meeting. For ballots, all Voter ballots will be tabulated, and the majority number of Voter votes of eligible employees shall determine the vote of such Voting Member, with any ties counted as a "no" vote, unless and to the extent such Voting Member has ranked and prioritized its Voters. In such event, the then-current ranking shall be followed in determining who is entitled to vote on behalf of such Voting Member.

Section 12. "Voting Member" shall mean a Member county or other governmental entity located within Minnesota that participates in at least three User Groups, or at least two User Groups and the ISSG.

ARTICLE IV: MnCCC OFFICE

Section 1. The principal office of the MnCCC shall be at a location determined from time to time by the Board.

ARTICLE V: RULES AND REGULATIONS

Section 1. From time to time, the Board may adopt Rules and Regulations to govern the business and operation of all User Groups regarding membership fees, Charges for software applications, managed services agreements and/or other jointly authorized projects that the group is concerned with, and any other group-related matters not specifically addressed by Articles I through XIII of these Bylaws. Such Rules and Regulations shall be considered supplementary to the Bylaws, and cannot conflict with or be inconsistent with these Bylaws, and may at any time be modified, replaced or repealed by majority vote at any meeting of the Board at which a quorum is present, or by affirmative vote of a majority of written or electronic ballots cast, with the total number of ballots so cast being at least equal to the number as would be sufficient to constitute a quorum for a Board meeting.

Section 2. The Board shall also adopt, maintain and from time to time, update a set of core contract principles and minimum standards that must be included within any software or service agreements (e.g. development, enhancement, licenses, maintenance, support or other service agreements) or other MnCCC contracts. Any deviation from such core principals or minimum standards by any User Group will require the Board's prior written consent.

ARTICLE VI: MEMBERSHIP RIGHTS

Section 1. (a) Voting Members shall be the only Members entitled to vote on Member resolutions, and each Voting Member shall be entitled to cast one (1) vote for each Member resolution, as well as one (1) vote in each User Group for purposes of managing the application(s) and conducting other business therein, with all voting to be conducted by the Voting Member's Voter(s), subject to any then-current ranking and prioritization of record with the MnCCC's Executive Director.

(b) Each Non-Voting Member is also entitled to participate in and cast one (1) vote in each User Group it belongs to, but shall have no vote on any Member resolution. Its User Group votes shall be cast by the then-current designated User Group representative, if one has been appointed by the Non-Voting Member by giving written notice to the Executive Director, or by those full or part time employees of such Non-Voting Member in attendance at any User Group meeting, or exercising the right, in the absence of any designated representative, to cast an electronic or mailed ballot. In the absence of any designated representative, votes of a Non-Voting Member shall be

counted as cast by the majority of its employees attending such User Group meeting or participating in any electronic or mailed User Group ballot, with any ties counted as a “no” vote. Non-Voting Members shall also have the right to receive notices of and are entitled to attend any Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

(c) Each Licensee shall have the right to receive notice of and attend each User Group or Member meetings, but shall have no voting rights, and shall not be counted for any quorum requirement.

Section 2. (a) A joint powers entity, either as a Member or Licensee, may serve as the representation and fiscal agent for entities belonging to it, but each individual member of such joint powers entity that is not and never has been a Member or Licensee of the MnCCC is liable for and must pay the Dues, One-Time Fee and all other then-current applicable Charges set by the Board, in order to use software and otherwise participate in MnCCC through a joint powers entity.

(b) For each User Group in which it uses MnCCC software or otherwise participates, each Non-Voting Member and Licensee shall pay the then-current annual User Group Dues set by the Board, which Dues shall not exceed the amount of then-current Member Dues set by the Board.

Section 3. A Member or Licensee shall cease to qualify for further use of MnCCC software applications and other participation, and will be excluded and terminated therefrom when it fails to comply with the provisions of the Joint Powers Agreement, a Licensee Agreement, these Bylaws, or such Rules and Regulations as may be issued from time to time by the Board. An essential and material condition of participation is also the timely payment of all One-Time Fees, Dues, Charges, Costs (as defined in the Joint Powers Agreement) or other assessments made by the MnCCC from time to time. Exclusion shall be effective on delivery of termination action by the Board, whose determination shall be final, binding and non-appealable.

Section 4. Any Member or Licensee that ceases to qualify for participation in the MnCCC shall remain liable for its full share of any Dues, Charges or other costs accrued prior to its termination of participation, payable as and when due, or otherwise as designated by the Board, together with any attorney’s fees or other costs incurred in collecting past due amounts, enforcing these Bylaws, the Joint Powers Agreement, any Licensee Agreement, or other agreement or obligation between MnCCC and a Member or Licensee. In lieu of continued payments by such terminated Member or Licensee, the Board reserves the right to assess a lump sum termination payment against such Member or Licensee, to be computed by subtracting the stated value (or such value as may be determined in good faith by the Board) of any accrued, but unpaid Member joint ownership share, if applicable, of MnCCC software applications or other assets co-owned and developed by such Member, from such Member’s remaining aggregate future payments due for all Dues, Charges and other amounts owed, and then reducing such sum to present value (using the then-current Wells Fargo Bank NA prime lending rate). Terminated Members shall in no event be entitled to any refund or other credit if the amount due after present value calculations is negative. Except as may be available by application and in the manner expressly identified in the Joint Powers Agreement or Licensee Agreement for software, or as otherwise may be granted by the Board from time to time and in its sole discretion, no such Member shall retain any ownership, and no such

Member or any terminated Licensee shall retain any usage rights or other interest in any MnCCC software, assets, properties or revenues following termination as specified herein.

ARTICLE VII: MEMBER VOTING

Section 1. Each Voting Member shall be entitled from time to time to designate or rank and prioritize those Voters entitled to vote on such Voting Member's behalf, for any Member resolution, whether at a Member meeting, or by electronic or mailed ballot, in the manner identified in Article I, Section 11.

Section 2. At each annual Member meeting, as called and noticed by the Board and to be held in the manner provided in Article XI, the Voting Members shall elect the officer(s) and other Board representative designated in Article VIII. Voting Members shall also be entitled to vote at any special meetings called by the Board.

Section 3. The Voting Members, to the exclusion of the Board, shall have the sole and exclusive rights to authorize: (a) amendment of the Joint Powers Agreement or the Bylaws; (b) adoption of the MnCCC budget; or (c) changes to the MnCCC staff.

Section 4. Special meetings of the Voting Members may be called at any time by the Board, or upon the written request of at least 25% of Voting Members. Upon receipt of such request, the Chair shall give notice of the meeting, setting forth the time and purpose thereof, and to be held as soon as practicable, but in all cases within 60 days of receipt of such request. Business at any special meeting shall be limited to the purpose(s) stated in the meeting notice, and any Member may attend, regardless of voting status.

Section 5. The presence of at least fifty percent (50%) of all Voting Members shall constitute a quorum to transmit business at any meeting thereof.

Section 6. Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

Section 7. Any action that may be taken at a meeting by Voting Members may be taken without a meeting by written action, evidenced by the affirmative majority of electronic or mailed ballots cast by at least the number of Voting Members that would constitute a quorum for meeting purposes.

ARTICLE VIII: BOARD OF DIRECTORS

Section 1. At each Annual Meeting, commencing with the Annual Meeting at which the Voting Members approve the amendment and restatement of these Bylaws, the Voting Members shall elect the office of Treasurer, together with any other office occupied in the immediately preceding term by any person filling an office vacancy by appointment, and who had not been elected as an officer within the preceding two years by majority vote of the Voting Members. Subject at all times to the preceding rule requiring all officers to be elected by the Voting Members, at the next Annual Meeting, and at each Annual Meeting thereafter the Board shall appoint the then-current Vice Chairperson as new Chairperson, the then-current Treasurer as new Vice Chairperson, and a the Voting Members shall elect new Treasurer. New officers shall take office at the adjournment of the Annual Meeting in the year in which they are elected.

Section 2. In addition to the officer(s) elected by the Voting Members as set forth in Section 1 above, there shall be elected four (4) Regional Representatives of the Board, who shall serve from four (4) geographic regions as may be designated from time to time by the Board. Each Regional Representative shall be elected by the Voting Members of such region, and shall each serve for a term of two (2) years following election. The Regional Representatives of Regions I and III shall be elected in even-numbered years; the Regional Representatives of Regions II and IV shall be elected in odd-numbered years, with all such elections conducted at the designated annual regional meetings.

Section 3. Following the approval of these Amended and Restated Bylaws at the 2016 Annual Meeting, and at each Annual Meeting held in even years thereafter, the Voting Members shall also elect an at-large Board member, who shall be an information technology professional employee and then-current ISSG member.

Section 4. The Board shall consist of the then-current Board officers, the four (4) Regional Representatives, the ISSG at-large Board member, and the immediate past Chairperson, who shall each have one vote on all Board matters.

Section 5. A vacancy in the Board shall immediately occur in the office of any officer or other director upon his/her resignation, retirement or death, or upon otherwise ceasing to be a qualified full or part-time employee of a Voting Member.

Upon any vacancy occurring in any office with less than six months remaining in the then-current term, the Board shall appoint a successor, to serve out the remainder of the then-current term, with a new election for each such vacated office to be held at the next Annual Meeting.

Upon any such vacancy occurring in any office with at least six months remaining in the then-current term, it shall be filled by a special election of the Voting Members, after giving effect to the normal progression of remaining officers from Treasurer to Vice Chair, and Vice Chair to Chair, with the special election to fill each office for the balance of the then-current term, and with such

officers so elected subject to normal progression rules as identified in Section 1 above for succeeding terms.

Upon vacancy of the Past Chair, the immediate former Past Chair will be requested to serve an additional term as Past Chair. In the event, the immediate Past Chair is unable or unwilling to serve an additional term, the Vice Chair will move to the position of Past Chair, Treasurer to Chair and both Treasurer and Vice Chair positions will be filled will a special election or at the Annual Meeting.

Upon vacancy occurring among the Regional Representatives, the Region shall fill such position for the balance of the then-current term, and pursuant to Article VIII, Section 2.

Section 6. The presence of a majority of the members of the Board shall constitute a quorum at any meeting thereof, but the members present at any meeting, although less than a quorum, may adjourn the meeting from time to time. At all meetings of the Board, each director shall be entitled to cast one vote on any question coming before the meeting. A majority vote of the directors in attendance at any meeting at which there is a quorum shall be sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A director shall not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board. For purposes of determining whether a director has met his or her fiduciary duties as a director, but for no other purpose, a director who is present at a meeting of the Board when an action is approved by the Board is presumed to have assented to the action, unless the director votes against the action or is prohibited from voting on the action.

Section 7. The Chairperson shall preside at all meetings of the Board, and shall also serve as MnCCC's principal spokesperson.

Section 8. The Vice Chairperson shall act as the Chairperson by written direction of the Chairperson, and/or in the absence of the Chairperson at any meeting that the Chairperson cannot attend.

Section 9. The Treasurer shall be responsible for keeping a record of all the proceedings of the Board, for custody of all funds, for the keeping of all financial records of the organization and for such other matters as shall be delegated him/her by the Board.

Section 10. The Board may appoint a recording secretary, who, if appointed, shall assist the Treasurer in making a written record of all MnCCC meetings, and with such other duties or assignments as the Chairperson or Treasurer may designate.

Section 11. The Board may create, modify or disband User Groups, the ISSG or any special groups or committees, and may also appoint persons as deemed appropriate to serve on special committees.

Section 12. The Board may be delegated any special responsibilities and authority at the discretion of the Board, unless otherwise specifically provided for by the Joint Powers Agreement or these Bylaws.

Section 13. The Board or its designees shall participate in the negotiation of contracts with vendors chosen by majority vote of the appropriate User Group or special committee for goods or services and may execute contracts only after approval of a majority of the Members and Licensees participating in the User Group or special group or committee.

Section 14. The Board shall also negotiate and execute contracts for goods and services already approved in MnCCC's annual budget.

Section 15. Any meeting among Members may be conducted wholly or in part by one or more means of remote communication (conference telephone, webcast or such alternate means as may be authorized by the Board from time to time, and where all attendees physically present at the meeting and those participating remotely may hear and communicate with each other during the meeting), provided that timely, valid notice is given, and the number of Voting Members so participating in such meeting is sufficient to constitute a quorum.

Section 16. Any action required or permitted to be taken at a meeting of the Members may be taken by written action signed (or electronic ballot cast) by the number of Voting Members that would be required to take the same action at a meeting of the Members at which all Voting Members were present. All Members shall be notified immediately of the text and effective date of any such written action that is duly taken. Such written action is effective when signed by the requisite number of Voting Members, unless a different effective time is provided for in the written action.

ARTICLE IX: STAFF

Section 1. The Board may employ or contract for appropriate full time or part time professional, administrative, technical or other staff members. Changes in the number of staff positions shall be approved by the Voting Members.

ARTICLE X: COST SHARING AND FUNDS

Section 1. The fiscal year of MnCCC shall be the calendar year, beginning January 1 and ending December 31.

Section 2. Subject to approval by the majority of the Voting Members at the Annual Meeting, the Board shall calculate and propose annual Dues and Charges through an equitable cost-sharing formula and annual budget. Upon approval at the Annual Meeting, the cost-sharing formula and annual budget for the next fiscal year shall be final and binding, and a summary thereof shall be prepared and made available to each Member and Licensee no later than July 15th of each year.

Section 3. In the absence of a specific agreement stating otherwise, MnCCC's development costs will be shared equally by those Members and Licensees participating in and

belonging to the applicable User Group. In development programs where all members are participating, new User Group members shall participate and share equally by making an initial payment calculated to cover its pro-rata, equitable share of the development costs accrued to the point of becoming a User Group member. In development programs where all User Group members are not participating, new User Group members have the option to participate or not to participate. Where a specific agreement has been approved by majority vote of any User Group, that agreement shall govern the methods used by the Board to allocate and invoice for cost sharing.

Section 4. Dues or other Charges are payable in full upon receipt of invoice from MnCCC and are nonrefundable.

Section 5. Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

Section 6. The Treasurer shall be authorized to establish one or more bank accounts for MnCCC, with preference given to federally insured financial institution.

Section 7. By using the modified accrual basis for accounting, expenditures of MnCCC shall not exceed the total approved budget for any one-year; with the exception of the equipment budget which can be carried over year-to-year to be used for equipment purchases only.

ARTICLE XI: MEETINGS

Section 1. The annual meeting of Members (the "Annual Meeting") shall be held each June at a date and location determined by the Board in accordance with these Bylaws. The Annual Meeting shall be held for the election of officer(s), the establishment of an equitable Dues structure and adoption of an annual budget for the following next year, and any other business as deemed appropriate by the Board. All Members and Licensees shall receive notices of the Annual Meeting, as well as access to those reports prepared for the Annual Meeting, although voting is limited to Voting Members.

Section 2. The Board shall present an annual report to members of the activities of MnCCC. The Board shall keep true and accurate accounts and records of all of its activities.

Section 3. Meetings of the regional membership may be held quarterly or at the call of the duly elected Regional Representative, but shall be held at least annually in all cases.

Section 4. A special meeting of Members may be called by the Chairperson upon giving at least ten (10) days written notice to all Members. Notice of a special meeting may be waived by

any Voting Member before, at, or after such meeting, by a writing signed on behalf of such Voting Member.

Section 5. The regular monthly meeting of the Board shall be held on the second Thursday of each month, which time may be rescheduled in any month for good cause by the Chairperson.

Section 6. A quorum shall consist of 50% or more of the members of the Board, and a vote by the majority present shall determine each Board action.

Section 7. Roberts Rules of Order shall be followed in the conduct of each meeting unless suspended by the members of the Board in attendance at the meeting.

ARTICLE XII: AMENDMENT OF BYLAWS

Section 1. These Bylaws may be amended by affirmative two-thirds vote of Voting Members in attendance at the Annual Meeting or any other duly-called meeting of the Voting Members, or by ballot and approved in the manner identified in Article VII, provided that notice of such proposed amendment shall have been given in writing at least ten (10) days in advance to all Members. The Board shall forthwith notify the Members of any and all amendments adopted.

ARTICLE XIII: FINANCIAL OBLIGATION

Section 1. Pursuant to each Member's Joint Powers Agreement, a Member must provide MnCCC with written notice of its objection to any new proposed financial obligation, other than future Dues, which are exclusively subject to the provisions of Article X above, or One-time Fees, Charges, previously assessed to such Member. Written notice of such objection must be provided within forty-five (45) days of initial notification of the financial obligation by giving written notice to the Executive Director. Declination of any proposed financial obligation may result in suspension or termination of Member rights in the User Group where the financial obligation was approved. Delinquent payment of any amounts owed may also result in suspension and/or termination of any Member or Licensee, in each case, as determined by the Board in its sole discretion.

These Amended and Restated Bylaws have been dated and are effective as of the 8th day of June, 2016.

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 8th day of June, 2016, by and between the Minnesota Counties Computer Cooperative (“MnCCC”) and _____ (“Member”), to amend, restate and redefine the operation of MnCCC, and the rights, benefits, obligations and liabilities of MnCCC members.

WITNESSETH:

WHEREAS, MnCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities, software and other information management systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and agree as follows:

Article I: Purpose

Member and the other members of MnCCC have agreed to a cooperative mechanism, enabling them to jointly exercise powers common to each participating member to:

- A. Develop, maintain and enhance proprietary software programs and related information systems and services of interest to MnCCC members and licensees, that can be registered and owned by MnCCC, and which may also be offered to third parties for commercialization by license or other agreement outside of Minnesota;
- B. Acquire or license third party software programs and related information systems and services of interest to MnCCC members;
- C. Provide for post-installation training, maintenance, support, enhancement and related managed professional services for MnCCC software programs and related information systems;
- D. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MnCCC members and eligible licensees;

- E. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- F. Employ a full time Executive Director to administer MnCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MnCCC operations;
- G. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MnCCC;
- H. Organize and conduct annual regional and MnCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- I. Establish and maintain a listing of such minimum acceptable contract terms to be included in any software license or managed services agreement, including such minimum required liability insurance obligations for all such licensors or service providers that meet or exceed the minimum standards as recommended from time to time by the Minnesota Counties Intergovernmental Trust (MCIT), or of any other primary insurer of MnCCC.
- J. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MnCCC members and eligible software licensees.

Article II: Name

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the “MnCCC”.

Article III: Membership

Membership in the MnCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within MnCCC, with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MnCCC and to provide for the benefit of its members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended (“Bylaws”), or by applicable statutes, administrative rules or other applicable Minnesota regulations for Minnesota joint powers organizations. During the term of membership, Member shall be entitled to use software and related managed professional services

for all software in use by any User Group that Member belongs to, subject to payment of all applicable User Group fees or other associated charges relating to such software.

Member agrees that such access and use of software is also contingent upon and subject at all times to compliance with all then-current MnCCC software and information systems rules and regulations (as well as those license and other covenants and obligations made by MnCCC with any third party owners). Member shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MnCCC and/or any third party licensor, and acknowledges that such access and usage is reserved and authorized solely for Member's confidential internal use only, and that Member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the MnCCC Board or the Executive Director; and that all MnCCC or third party licensor software or other property (including copies thereof) will be removed from such Member's computer system and returned to MnCCC (or destroyed, if so requested by MnCCC), promptly following such Member's withdrawal, other termination of membership, or following any uncured breach of such license or other software use agreement. In the event that any Member is authorized to and modifies the source code, such Member shall indemnify, defend and hold the MnCCC, other members or licensees, harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

Article IV: Board of Directors

There is hereby created a Board of Directors of the MnCCC, herein referred to as the "Board", which shall be empowered to oversee and administer the MnCCC, in the manner provided in the Bylaws, as may be amended from time to time. The Board shall be fully empowered to oversee and direct all the affairs of the MnCCC and to do all things necessary or convenient for the furtherance of the purposes of the MnCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. At all times as Member is an eligible Voting Member (as such term is defined in the Bylaws), Member and each other eligible MnCCC Voting Member shall elect those Board representatives as provided in the Bylaws, who shall each serve for an indefinite term and until such Board representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the affirmative vote of a majority of the Voting Members present and participating at the Annual Meeting, or at a special meeting of the Voting Members called, noticed and held for such purposes.

The Board shall have the full authority and direction of Member to oversee and manage the business of the MnCCC, except:(a) as may be limited or otherwise modified from time to time by any resolution duly approved by the majority affirmative vote of Voting Members in attendance at the Annual Meeting, or at a special meeting of Voting Members called, noticed and held for such purposes; or (b) and/or except for matters of long range policy, or any proposed amendment of this Agreement or of the Bylaws; or (c) the approval of the MnCCC annual budget, which shall each be the exclusive province of the Voting Members. The MnCCC Board

shall be comprised of the officers, regional representatives, and the Information Service Support Group at-large Member, all as designated in the Bylaws, and a majority of all then-current Board members shall be necessary and sufficient to constitute a quorum for the transaction of business.

Article V: User Groups

The Board shall be empowered to create, manage, modify, or terminate MnCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems (“User Groups”), to be operated under such standard User Group rules and regulations as have been approved from time to time by the Board (the “User Group Rules and Regulations”). Subject to Board approval, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group’s participants, or propose revisions to its User Group’s Rules and Regulations.

Article VI: Bylaws and Operating Policies and Procedures

MnCCC’s then-current Voting Members shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MnCCC. The Voting Members, by resolution of the affirmative two-thirds vote of eligible Voting Members in attendance at the Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot in lieu of a meeting, may also adopt and modify User Group Rules, or any other operating policies and procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MnCCC, consistent with this Agreement and the Bylaws.

Article VII: Financial Matters/Limitation of Liability

MnCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MnCCC Board shall prepare and circulate to each Member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the affirmative majority vote of Voting Members at the Annual Meeting, to be held each June. During each fiscal year, the approved MnCCC budget and individual line items therein may be adjusted by the Board in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all MnCCC members. Each User Group shall be responsible for determining and providing amounts to MnCCC’s Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year’s participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MnCCC expenses, as well as its User Group fees or other contributions upon receipt of and in the manner designated in MnCCC invoices, and to pay or reimburse MnCCC for its reasonable attorney’s fees or other costs

incurred in enforcement of this Agreement (collectively, “Costs”). All software licenses and similar agreements will include comparable provisions for User Group Members, or for licensee User Group participants, who are not eligible for MnCCC membership as defined in Article III above. Member will be temporarily ineligible to vote if and for as long as any invoice(s) and any interest or other expenses remain unpaid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MnCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MnCCC, to operate and maintain the MnCCC or to carry out other purposes of the MnCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable to MnCCC by Member and other members in the manner specified by the Board, provided that any proposed assessment of Member that exceeds the amount of \$50,000 will not be binding unless and until such assessment has also been ratified by a majority of the applicable County Board of Commissioners or other ultimate governing bodies of those Voting Members present and voting at the Annual Meeting, or at a special meeting of all MnCCC Voting Members called, noticed and held for such purpose.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity”, and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, Member expressly declines responsibility for the acts or omissions of MnCCC, or of any other MnCCC member. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have expressly agreed in writing to be responsible for acts or omissions of any other MnCCC member(s) and except as provided in Article IX.B. of this Agreement.

Article VIII: Withdrawal of Member

Member or any other MnCCC members may only withdraw from this Agreement, or any MnCCC User Group created pursuant to Article V, in the manner provided in this Article VIII. To withdraw from a User Group and/or the MnCCC, Member must first give at least ninety (90) days prior written notice of its intent to do so to the MnCCC’s Executive Director, to be delivered by certified or registered mail or national overnight courier service or by facsimile or email, in cases where Member can provide verified, reliable proof of delivery, with such withdrawal to become effective as of the first day of the calendar quarter following the quarter in which such notice was given and the 90 day notice period expires.

Member shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable to Member’s participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to Member’s delivery of the termination notice specified in the

prior paragraph. Member's financial withdrawal liability and payment arrangements therefor will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the Member on or prior to the effective date of termination. Member shall also be liable for all MnCCC enforcement Costs for any withdrawal obligation not paid within 10 days of invoice, or of such other payment deadline as specified by the Board.

Member's withdrawal shall not affect the continuance of the MnCCC or any User Group by the remaining members and other participants. If Member terminates or ceases to qualify for participation in the MnCCC, Member shall have no right or claim to the assets, reserves or other holdings of the MnCCC on withdrawal or termination, unless deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Member may apply for post-termination use of MnCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for termination of MnCCC membership.

Article IX: Insurance

From time to time, MnCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Board, in order to insure the activities of MnCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

- A. MnCCC shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Amended and Restated Joint Powers Agreement. MnCCC shall comply with all laws and rules that govern a public entity in the State of Minnesota, and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- B. MnCCC shall defend, indemnify and hold Member harmless against all claims, losses, liability, suits, judgment, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MnCCC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

Article X: Term of Agreement/Termination of All Member Agreements

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of Member and all other MnCCC members;
- B. Suspended or superseded by a subsequent agreement between all MnCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;

- C. Dissolution of MnCCC by affirmative vote of a majority of its members;
- D. Otherwise terminated by operation of law;

In the event that the MnCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions of Article XII below relating to potential future use of software products then in use by MnCCC, any property or other assets acquired by the Board shall be distributed to Member and the then-current other members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the MnCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

Article XI: Term of Agreement/Termination of Member's Agreement

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the mutual written agreement of MnCCC and Member; or
- B. Terminated by MnCCC following delivery of any exclusion notice issued by MnCCC to Member under [Article VI] of the then-current MnCCC Bylaws, or otherwise in any manner provided for therein.

Article XII: Post Termination Use of MnCCC Software

Termination under Article X or Article XI will also terminate Member's rights and license to use MnCCC software or related services, except with MnCCC's express prior written consent. MnCCC agrees to grant its consent upon request and provided that Member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MnCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former Member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MnCCC, acknowledging that such software is being acquired without warranty and in "AS IS" condition, and that the user(s) thereof will indemnify, defend and hold MnCCC, its other members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

Article XIII: Entire Agreement; Amendments

This Agreement, the Bylaws and applicable User Group Rules and Regulations constitute the parties' entire agreement and understanding regarding the organization and general operation of the MnCCC. This Agreement replaces all prior oral or written agreements or understandings regarding the common exercise of joint powers as contemplated by Minnesota Statutes § 471.59. Any Voting Member may propose one or more amendments to this Agreement, which shall be forwarded to all Members upon receipt. In order to amend this Agreement, the Voting Members, by resolution of the affirmative majority vote of eligible Voting Members in attendance at the

Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by ballot must affirmatively approve of such amendment, effective as of the date of the meeting or resolution, or such later affirmative date as may be specified therein.

Article XIV: Remedies

Failure to pay, within sixty (60) days of date of invoice, any MnCCC Dues, Charges, or other amounts billed by MnCCC shall result in a late-payment penalty charge at the lower rate of: (a) one percent (1%) per month compounded monthly on the unpaid balance. The Board shall have authority to waive any late-payment penalty charge, upon a showing of excusable neglect or other good cause, as determined in its sole discretion. Each Joint Powers Agreement and Licensee Agreement shall contain provisions obligating each Member (or Licensee) to pay or reimburse MnCCC for its reasonable attorney's fees and other expenses incurred in the enforcement of any MnCCC right or remedy thereunder.

Article XV: Governing Law/Jurisdiction and Venue

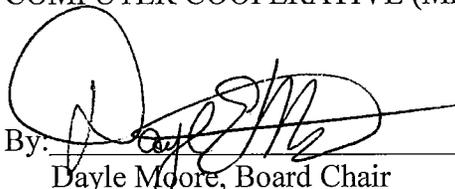
This Agreement will be governed by the laws of the State of Minnesota. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota. Member and MnCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.

IN WITNESS WHEREOF, the undersigned Member and MnCCC have caused this agreement to be signed in duplicate or counterpart originals, all of which are considered to be a single agreement dated and effective as of the date hereof and delivered on their behalves.

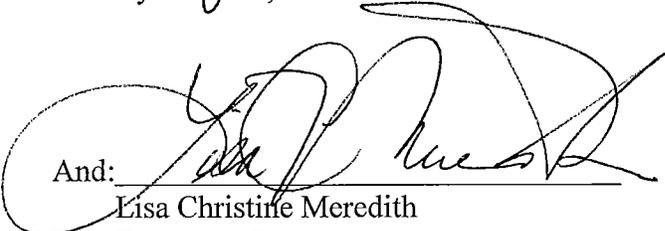
_____ (MEMBER)

MINNESOTA COUNTIES
COMPUTER COOPERATIVE (MnCCC)

By: _____

By: 
Dayle Moore, Board Chair

Name: _____
Board Chair

And: 
Lisa Christine Meredith
Executive Director

M E M O R A N D U M

TO: MnCCC Membership

FROM: Lisa Christine Meredith, Executive Director
651-917-6996, lisa@mnccc.org

DATE: July 18, 2016

SUBJECT: New JPA and Bylaws

At our 2016 Annual Membership Meeting, the membership approved new Bylaws and a new Joint Powers Agreement. Copies of both are attached. The MnCCC Board has also approved the attached "When A Contract Ratification is Required and Why..." document which has led to several of our user groups updating their User Group Rules and Regulations.

Joint Powers changes include the following:

- updating to the new MnCCC abbreviation for Minnesota Counties Computer Cooperative,
- changing the requirement to change the Joint Powers Agreement from a majority vote to a two-thirds vote,
- removal of the language for electronic or mailed ballots, and
- the language regarding failure to pay has been modified to match that language that is included in the bylaws and on our invoices.

Bylaws changes include the following:

- updating to the new MnCCC abbreviation for Minnesota Counties Computer Cooperative,
- removal of the special language for ISSG, which is now included with the other user groups in the bylaws language,
- additional language that allows a Past Chair to serve a second term in the event that a Chair is unable to serve as Past Chair in the officer rotation,
- removal of the language for electronic or mailed ballots, and
- added statement noting we use a modified accrual basis for accounting.

Please have the Joint Powers Agreement approved by your Board, signed by your Board Chair, and returned to MnCCC. Return via email to lisa@mnccc.org or via usps to MnCCC, 100 Empire Drive Suite 201, Saint Paul, MN 55103.

If you have any questions or would like additional information, please feel free to contact me.



When A Contract Ratification is Required and Why...

What is a Contract Ratification? A Contract Ratification is a form that is sent to a member board to acknowledge receipt of a copy of a contract, agreement to terms, and commitment to both terms and financial obligations during the term of the contract.

When is it required? When a User Group Contract requires a certain minimum amount (either by number of participants or some number representing the total number of participating members – e.g. parcel count, population, or employee count) during the entire term of the contract AND the user group would be required to absorb the costs if a member were to leave the user group. The contract would be required to be ratified by each participating member for each contract terms to commit the participating member to remain with the user group and pay all designated contract amounts until which time the contract expires or is modified (through amendment or change in membership) to allow them to leave.

How to enforce a required Contract Ratification? We recommended User Group Rules and Regulations contain the following language or similar language when a contract ratification is required...

Members of the XXX User Group agree to pay the dues established by the MCCC Board of Directors as provided for in Article X., Sections 2 and 4 of the MCCC Bylaws. The Maintenance and Support Contract shall be ratified by the Governing Board of each Member Agency within 90 days after signing by MCCC and the chair. Voting rights and enhancement rights will be placed on hold for agencies without a ratification statement on file after the 90 day period unless this is waived by the Chair of the XXX User Group due to extenuating circumstances. Member agencies may not submit requests for participatory enhancements without a contract ratification on file with MCCC. Member Agencies must promptly pay their assigned rates for Maintenance and Support when billed by MCCC.

When is a Contract Ratification not required?

- When participation in a contract requires a member to agree to terms outlined in a participatory work order (similar to a purchase order). The participatory work order includes terms, pricing, and references the master agreement; it also requires signatures from both an authorized representative of the member and the MnCCC Executive Director; in some cases, the user group chair is also required to sign.
- When a vendor contract allows users to add and leave a contract with no penalty to the remaining user group members and no contract minimums at risk. In these cases, both the contract and the user group rules and regulations shall contain the required notification process for leaving the user group. Member will be responsible for all fees until which time the proper notification process is met.

Adopted by the MnCCC Board December 10, 2015.

**OFFICIAL PROCEEDINGS
PENNINGTON COUNTY BOARD OF COMMISSIONERS
TUESDAY, JULY 12TH, 2016, 10:00 A.M.**

Pursuant to adjournment, the Pennington County Board of Commissioners met in the Pennington County Board Room in Thief River Falls, MN, on Tuesday, July 12th, 2016 at 10:00 A.M. Members present: Donald Jensen, Neil Peterson, Oliver “Skip” Swanson and Darryl Tveitbakk. Members absent: Cody Hempel.

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

New Thief River Falls School District Superintendent Brad Bergstrom met with the County Board to introduce himself and present a brief background of his experience.

County Attorney Al Rogalla presented a payment agreement with Computer Information Systems, Inc. regarding the software licensure on twenty computer workstations at the Pennington County Law Enforcement Center. Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson to approve the payment agreement with Computer Information Systems, Inc. Motion unanimously carried.

The following resolution was introduced by Commissioner Swanson, seconded by Commissioner Tveitbakk, and upon vote was unanimously carried.

**RESOLUTION DECLARING PENNINGTON COUNTY’S INTENT
TO RETAIN HOFFMAN, PHILIPP & KNUTSON, PLLC TO
PERFORM ITS ANNUAL FINANCIAL AUDIT**

WHEREAS, Minnesota Statutes, Section §6.481, Subdivision 2 requires counties to have an annual financial audit; and

WHEREAS, Minnesota Statutes, Section §6.481, Subdivision 2 permits counties to “choose to have the audit performed by the state auditor, or may choose to have the audit performed by a CPA firm”;

NOW THEREFORE, BE IT RESOLVED, Pennington County chooses to retain the services of a CPA firm, that meets the requirements established in Minnesota Statutes, Section §326A.05, for its annual financial audit.

County Sheriff Ray Kuznia then met with the County Board with the following staffing requests: Filling the vacant part-time Deputy Sheriff position as a result of Jim Fulton’s retirement. Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson to post and advertise for a part-time Deputy Sheriff position. Motion carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson to authorize the County Sheriff to hire two full-time corrections officers with staggering hire dates. Motion carried.

It is understood that there will be a correctional officer appointed as transition coordinator.

There will be a meeting with Pete Fillippi, Contegrity Group, tomorrow to discuss items to get us started on the Justice Center Project. The Northwest Service Cooperative will allow us to use one of their garage spaces temporarily for storage of the tractor and ATV. The Sheriff also noted that we will need to find storage for items in the Minimum Security Facility and it may be possible to purchase a semi-trailer from Dean Foods for that purpose. The County Board asked the Sheriff to work with the County Engineer on this item.

County Engineer Mike Flaagan and MNDoT District Engineer Lou Tasa then met with the County Board. Discussion was held on the 2017 TZD Safe Road Grant. The following resolution was introduced by Commissioner Swanson, seconded by Commissioner Peterson and upon vote was unanimously carried.

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED, that Pennington County enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety projects during the period from October 1, 2016 through September 30, 2017.

The Pennington County Auditor-Treasurer is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of Pennington County and to be the fiscal agent and administer the grant.

The County Engineer reported that a meeting was held with the Marshall County Engineer, MNDoT Officials and the Red Lake Watershed regarding culverts under State Highway 219. The culvert under the highway and in J.D. #13 will be increased in size.

Mike Flaagan also reported that the culvert being replaced in the Black River should be done by the end of the week and that work on C.R. #62 had been completed.

MNDoT District Engineer Lou Tasa informed the County Board that the local businesses had been surveyed on transportation needs and he will be providing a report to the County Engineers.

Bryan Malone, Pennington County Soil and Water Conservation District Administrator, reviewed the Perpetual Conservation Easement for Wetland Bank for the County's property in Government Lot 1, Government Lot 4 and the Northeast Quarter of the Northwest Quarter of Section 34, Township 153 North, Range 40 West. The following

resolution was introduced by Commissioner Peterson, seconded by Commissioner Tveitbakk and upon vote was unanimously carried.

Resolution Pennington County Wetland Bank

WHEREAS, Wetland Conservation Act (WCA) Rules 8420.0700 to 8420.0755 provide the standards for wetland bank establishment and administration, and

WHEREAS, Pennington County has expended funds according to these standards to establish conservation practices where necessary, such as native grass and forbs, restored wetlands, and maintenance of the 109.2 acre site for the purposes of establishing a wetland bank located in:

Government Lot 1, Government Lot 4 and the Northeast Quarter of the Northwest Quarter, all in Section 34, Township 153 North, Range 40 West of the Fifth Principal Meridian, Pennington County, Minnesota; and

WHEREAS, The wetland banking system is administered by the Board of Water and Soil Resources (BWSR); and

WHEREAS, a conservation easement will be recorded on the land title with the county recorder and transfers with the land when the parcel is sold; and

WHEREAS, BWSR has prepared the required conservation easement needed on land entered into a wetland bank and sent it to Pennington County for signature; and

WHEREAS, the conservation easement will involve the acquisition of certain property rights for conservation purposes.

WHEREAS, Pennington County will receive payments for wetland mitigation credits to permanently restore the land; and

NOW, THEREFORE, BE IT RESOLVED, that the Pennington County Board of Commissioners, acting on behalf of Pennington County, hereby approves signing the easement prepared by BWSR and grants an easement to the State of Minnesota for the purposes of establishing a wetland bank with the Board of Water and Soil Resources.

BE IT FURTHER RESOLVED, that Pennington County will return the signed easement to BWSR for State signature and have the easement recorded once the required signatures are obtained.

Motioned by Commissioner Swanson, seconded by Commissioner Tveitbakk to authorize the issuance of replacement warrants for warrant #102456 and #102558 issued to AFSCME for May union dues without requiring an indemnifying bond. Motion carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson to authorize the County Auditor-Treasurer to make final payments to Lee Plumbing and Bergstrom Electric by Auditor warrant for the Courthouse Mechanical System Upgrade project upon approval from the BKV Group that all work is complete. Motion carried.

The County Board asked if the training on the new mechanical system had been completed.

Motioned by Commissioner Swanson, seconded by Commissioner Peterson to appoint Commissioner Tveitbakk and Commissioner Jensen to a committee for all items concerning the construction of the Justice Center. Motion carried.

The County Board then reviewed the Agreement for Municipal Adviser Services with Springsted Incorporated for issuing bonds for the Justice Center Project. Motioned by Commissioner Tveitbakk, seconded by Commissioner Peterson to approve the Agreement for Municipal Adviser Services with Springsted Incorporated including Arbitrage Monitoring Services and Continuing Disclosure Services. Motion unanimously carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Swanson to approve the following salaries effective July 1st, 2016. Motion unanimously carried.

County Attorney	\$108,200
County Auditor-Treasurer	\$96,800
County Recorder	\$58,100
County Sheriff	\$84,700

Motioned by Commissioner Peterson, seconded by Commissioner Tveitbakk to approve the Board minutes of June 28th, 2016 as written. Motion carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Swanson to approve payment of the Human Services warrants totaling \$117,497.15, the Auditor and Manual warrants for June 2016 totaling \$5,653,304.38, and also the following Commissioner warrants. Motion unanimously carried.

WARRANTS

County Revenue	\$224,212.11
Road & Bridge	\$ 28,897.21
Solid Waste	\$ 2,116.75
Highway Bond Fund	\$ 7,395.00
Ditch Funds	\$ 10,762.50

Per diems and meal reimbursements in the amount of \$1,356.66 were also approved.

Motioned by Commissioner Swanson, seconded by Commissioner Peterson to keep the County Commissioner's salary for 2017 the same as the current salary of \$18,500. Motion unanimously carried.

The County Board then discussed the lessees with the Thief River Falls Amateur Hockey Association, the Thief River Falls Rifle Club and the Pennington County and Municipal Employee Credit Union. It was decided to offer five-year leases on the Old Arena and one-year leases on the space in the Auditorium. The County Attorney will send draft lease agreements to the lessees.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Swanson to adjourn to 5:00 P.M. on Tuesday, July 26th, 2016. Motion unanimously carried.

ATTEST:

Kenneth Olson, Auditor-Treasurer
Pennington County

Donald Jensen, Chairman
Board of Commissioners

Jennifer
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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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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
66	1019 AT&T 01-251-000-0000-6202		49.27	LONG DISTANCE-JAIL PHONE JUNE	218-681-066	TELEPHONE - JAIL
	1019 AT&T		49.27	1 Transactions		
70	1302 AT&T MOBILITY 01-290-000-0000-6202		126.12	JUNE 2016 CELL BILL		Telephone
	1302 AT&T MOBILITY		126.12	1 Transactions		
150	2050 BREDESON SUPPLY 01-091-000-0000-6401		17.90	INDEX TAB	1393015	SUPPLIES
	2050 BREDESON SUPPLY		17.90	1 Transactions		
64	3314 CENTURY LINK 01-223-000-0000-6801		100.58	LINES - JUNE		MISCELLANEOUS EXPENSE-E911
	3314 CENTURY LINK		100.58	1 Transactions		
7	3413 CROW WING COUNTY SHERIFF 01-091-000-0000-6261		75.00	SERVE SUBPOENA	3065	CONSULTING & LEGAL SERVICES-ATTORI
	3413 CROW WING COUNTY SHERIFF		75.00	1 Transactions		
63	13059 DHS - SWIFT 01-061-000-0000-6262		79.44	POSTAGE - ELECTIONS - JUNE '16		OTHER SERVICES - ELECTIONS
	13059 DHS - SWIFT		79.44	1 Transactions		
8	4303 DON'S SEWING & VACUUM SERV 01-800-000-0000-6300		39.98	MAGNET CLEANER		REPAIRS & MAINTENANCE
	4303 DON'S SEWING & VACUUM SERV		39.98	1 Transactions		
65	7031 GARDEN VALLEY TELEPHONE 01-201-000-0000-6262		53.70	EMAIL PCSO JULY	100715142	OTHER SERVICES
	7031 GARDEN VALLEY TELEPHONE		53.70	1 Transactions		
4	7393 GORDY'S PLUMBING 01-800-000-0000-6300		1,072.02	REPLACED 2 TOILETS	2074	REPAIRS & MAINTENANCE
	7393 GORDY'S PLUMBING		1,072.02	1 Transactions		
83	7420 Government Forms and Supplies 01-061-000-0000-6401		545.10	PRIMARY KITS, ENVELOPES		SUPPLIES-ELECTION
	7420 Government Forms and Supplies		545.10	1 Transactions		

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Vendor No.	Vendor Name	Account/Formula	Accr	Rpt Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	Paid On Bhf #	On Behalf of Name
85	7309	GRAND FORKS FIRE EQUIPMENT		105.00	FIRE EXTINGUISHER		16599	REPAIRS & MAINTENANCE		
	7309	GRAND FORKS FIRE EQUIPMENT		105.00		1 Transactions				
99999997	158	HAUGEN/SUE		31.81	FAN FOR COURTROOM			FURNITURE & EQUIPMENT		
	159	01-011-000-0000-6631		48.08	FAN FOR COURTROOM			FURNITURE & EQUIPMENT		
	99999997	HAUGEN/SUE		79.89		2 Transactions				
37	8125	HEPPNER CONSULTING		80.00	1 HOUR JEFF/PTF		2539	OTHER SERVICES		
38		01-201-000-0000-6262		80.00	1 HOUR JEFF/PTF		2539	OTHER SERVICES		
36		01-251-000-0000-6801		80.00	1 HOUR JEFF/PREA		2539	MISCELLANEOUS EXPENSE - JAIL		
	8125	HEPPNER CONSULTING		240.00		3 Transactions				
151	8014	HUGOS #7		15.01	FOOD FOR MEETING			TRAVEL & EXPENSE		
	8014	HUGOS #7		15.01		1 Transactions				
148	9017	INSIGHT TECHNOLOGIES		10.00	USB CARD		82054	SUPPLIES		
147		01-091-000-0000-6401		12,000.00	BLOCK SERVICES PROGRAM		82059	MISCELLANEOUS EXPENSE - DP		
122		01-070-000-0000-6801		42.45	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
123		01-003-000-0000-6210		8.49	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
124		01-041-000-0000-6210		25.47	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
125		01-070-000-0000-6210		25.47	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
126		01-070-000-0000-6210		42.45	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
127		01-091-000-0000-6210		8.49	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
128		01-121-000-0000-6210		33.96	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
129		01-201-000-0000-6210		8.49	HOSTED EXCHANGE - JUNE		82155	TELEPHONE		
130		01-270-000-0000-6202		8.49	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
131		01-290-000-0000-6210		8.49	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
146		01-799-000-0000-6210		8.49	HOSTED EXCHANGE - JUNE		82155	E-MAIL SERVICES		
160		01-041-000-0000-6401		366.00	FUSER KIT		82176	SUPPLIES - AUDITOR		
132		01-220-000-0000-6263		876.00	IT GLOBAL CARE - JULY		82246	COMPUTER SERVICES & SUPPLIES		
133		01-041-000-0000-6210		222.86	IT GLOBAL JULY - AUD/TREAS		82271	E-MAIL SERVICES		
134		01-070-000-0000-6263		445.71	IT GLOBAL JULY - HIGHWAY		82271	COMPUTER SERVICES - DP		
135		01-070-000-0000-6263		297.14	IT GLOBAL JULY - ICN		82271	COMPUTER SERVICES - DP		
136		01-070-000-0000-6263		891.43	IT GLOBAL JULY - WELFARE		82271	COMPUTER SERVICES - DP		
137		01-070-000-0000-6263		49.52	IT GLOBAL JULY - DATA		82271	COMPUTER SERVICES - DP		
		01-070-000-0000-6263		140.00	IT GLOBAL JULY - DATA		82271	COMPUTER SERVICES - DP		

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138		01-091-000-0000-6300		99.05	IT GLOBAL JULY - ATTORNEY		82271	REPAIRS & MAINTENANCE	
139		01-101-000-0000-6300		123.81	IT GLOBAL JULY - RECORDER		82271	REPAIRS & MAINTENANCE	
140		01-106-000-0000-6300		74.29	IT GLOBAL JULY - ASSESSOR		82271	REPAIRS & MAINTENANCE	
141		01-121-000-0000-6300		49.52	IT GLOBAL JULY - VET SERVICE		82271	Repairs & Maintenance	
142		01-132-000-0000-6300		148.57	IT GLOBAL JULY - MV		82271	REPAIRS & MAINTENANCE	
143		01-270-000-0000-6300		24.77	IT GLOBAL JULY - CRIME VICTIM		82271	REPAIRS & MAINTENANCE	
144		01-290-000-0000-6300		49.52	IT GLOBAL JULY EMER MGMT		82271	Repairs & Maintenance	
145		01-601-000-0000-6300		123.81	IT GLOBAL JULY - EXTENSION		82271	REPAIRS & MAINTENANCE	
39		01-251-000-0000-6631		298.00	2 LED 21" MONITORS/BOOKING/MED		82424	FURNITURE & EQUIPMENT - JAIL	
	9017	INSIGHT TECHNOLOGIES		16,502.25		29 Transactions			
	9311	INTEGRATED SOLUTIONS CONSULTING							
68		01-290-000-0000-6262		6,000.00	HMA UPDATE CONTRACTOR FEE			Other Services	
	9311	INTEGRATED SOLUTIONS CONSULTING		6,000.00		1 Transactions			
	9001	INTER COUNTY NURSING							
1		01-003-000-0000-6901		12,476.45	2016 3RD QUARTER ALLOCATION		1037	APPROPRIATIONS	
	9001	INTER COUNTY NURSING		12,476.45		1 Transactions			
	10026	JENSEN/DONALD J							
168		01-003-000-0000-6330		395.28	JUNE MILEAGE			TRAVEL & EXPENSE	
	10026	JENSEN/DONALD J		395.28		1 Transactions			
	11063	KUZNIA/RAYMOND D							
42		01-201-000-0000-6330		801.76	LODGING-SHERIFF CONF-MINNEAPOL			TRAVEL & EXPENSE	
43		01-201-000-0000-6330		15.00	MEAL-SHERIFF CONF-MINNEAPOLIS			TRAVEL & EXPENSE	
44		01-201-000-0000-6330		8.00	MEAL-SHERIFF CONF-MINNEAPOLIS			TRAVEL & EXPENSE	
45		01-201-000-0000-6330		16.51	MEAL-SHERIFF CONF-MINNEAPOLIS			TRAVEL & EXPENSE	
46		01-201-000-0000-6330		12.86	MEAL-SHERIFF CONF-MINNEAPOLIS			TRAVEL & EXPENSE	
	11063	KUZNIA/RAYMOND D		854.13		5 Transactions			
	12037	LEE PLUMBING & HEATING							
40		01-251-000-0000-6300		7.00	MECHANICAL PLUG		71270	REPAIRS & MAINTENANCE	
	12037	LEE PLUMBING & HEATING		7.00		1 Transactions			
	13498	MARCO TECHNOLOGIES LLC							
80		01-101-000-0000-6301		66.26	EQ442257 MAINTENANCE AGREEMENT		INV3460313	MAINTENANCE AGREEMENT	
166		01-801-000-0000-6301		401.19	EQ238936 MAINTENANCE		INV3484476	MAINTENANCE AGREEMENT	
	13498	MARCO TECHNOLOGIES LLC		467.45		2 Transactions			

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Vendor No.	Vendor Name	Account/Formula	Accr	Rpt Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description
							Paid On Bhf #	On Behalf of Name
69	13321	MCMILLIN/JANELLE						
		01-011-000-0000-6801		116.25	TRANSCRIPT COSTS 57-CR-15-915			MISCELLANEOUS EXPENSE
	13321	MCMILLIN/JANELLE		116.25		1 Transactions		
157	13322	MINNESOTA STATE TREASURER						
		01-101-000-0000-6801		1.50	REGISTERED LAND			MISCELLANEOUS EXPENSE - RECORDER
153		01-101-000-0000-6825		1,005.00	MARRIAGE SURCHARGE			MARRIAGE SURCHARGES MN - RECORDER
156		01-101-000-0000-6827		2,961.00	RECORDER & REGISTRAR'S FEES			STATE SURCHARGES
152		01-101-000-0000-6829		213.00	CHILDREN'S SURCHARGE			CHILDREN SURCHARGE MN - RECORDER
154		01-101-000-0000-6831		792.00	BIRTH/DEATH SURCHARGE			BIRTH/DEATH CERTIF SURCHARGE - REC
155		01-101-000-0000-6848		710.00	BIRTH RECORD SURCHARGE			BIRTH DEFECT SURCHARGE
	13322	MINNESOTA STATE TREASURER		5,682.50		6 Transactions		
5	13355	MN COUNTIES COMPUTER COOP						
		01-070-000-0000-6801		96.02	16 2ND QTR TAX USER SHARED MTG		2Y1607139	MISCELLANEOUS EXPENSE - DP
6		01-070-000-0000-6801		17.80	16 2ND ATR CAMA SHARED MTG		2Y1607139	MISCELLANEOUS EXPENSE - DP
	13355	MN COUNTIES COMPUTER COOP		113.82		2 Transactions		
62	13334	MN DEPARTMENT OF HEALTH						
		01-101-000-0000-6826		127.50	2016 2ND QTR WELL CERTIFICATES			WELL DISCLOSURE CERTIFICATE
	13334	MN DEPARTMENT OF HEALTH		127.50		1 Transactions		
2	13391	MN DEPT OF LABOR & INDUSTRY						
		01-111-000-0000-6300		20.00	PRESSURE VESSEL		ABR0143410I	REPAIRS & MAINTENANCE
3		01-501-000-0000-6300		10.00	PRESSURE VESSEL		ABR0143410I	REPAIRS & MAINTENANCE
	13391	MN DEPT OF LABOR & INDUSTRY		30.00		2 Transactions		
90	14371	NELSON/KURT						
		01-252-000-0000-6330		23.62	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
91		01-252-000-0000-6330		9.74	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
92		01-252-000-0000-6330		26.82	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
93		01-252-000-0000-6330		23.60	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
94		01-252-000-0000-6330		24.67	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
95		01-252-000-0000-6330		5.16	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
96		01-252-000-0000-6330		8.15	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
97		01-252-000-0000-6330		21.46	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
98		01-252-000-0000-6330		7.26	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
99		01-252-000-0000-6330		15.02	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
100		01-252-000-0000-6330		8.35	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
101		01-252-000-0000-6330		7.47	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE

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							Paid On Bhf #	On Behalf of Name
102		01-252-000-0000-6330		8.68	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
103		01-252-000-0000-6330		23.58	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
104		01-252-000-0000-6330		11.11	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
105		01-252-000-0000-6330		28.96	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
106		01-252-000-0000-6330		8.50	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
107		01-252-000-0000-6330		9.32	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
108		01-252-000-0000-6330		3.44	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
109		01-252-000-0000-6330		8.68	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
110		01-252-000-0000-6330		12.49	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
111		01-252-000-0000-6330		21.47	MEAL-DRUG CONFERENCE-MPLS			TRAVEL & EXPENSE
14371	NELSON/KURT			317.55		22 Transactions		
14123	NORTHWEST BEVERAGE INC							
34		01-280-000-0000-6801		20.00	4 CASES WATER FAIR		1025946	MISCELLANEOUS EXPENSE
14123	NORTHWEST BEVERAGE INC			20.00		1 Transactions		
15323	OFFICE DEPOT							
41		01-255-000-0000-6405		12.99	ADDRESS LABELS/STS		84586585400	GENERAL SUPPLIES - S.T.S.
15323	OFFICE DEPOT			12.99		1 Transactions		
15051	OFFICE MAX							
9		01-061-000-0000-6401		21.93	LABELS ELECTION		849485710001	SUPPLIES-ELECTION
11		01-061-000-0000-6401		14.71	DYMO LABELS - ELECTION		849485710001	SUPPLIES-ELECTION
10		01-801-000-0000-6401		21.93	LABELS		849485710001	SUPPLIES-UNALLOCATED
12		01-091-000-0000-6401		135.44	HP CE505X TONER		849976571001	SUPPLIES
13		01-091-000-0000-6401		192.20	HP CE255X TONER		849976571001	SUPPLIES
14		01-091-000-0000-6401		12.38	EXHIBIT LABELS		849976621001	SUPPLIES
15051	OFFICE MAX			398.59		6 Transactions		
15329	OIL BOYZ EXPRESS LUBE							
35		01-201-000-0000-6304		41.07	OIL CHANGE/SERVICE #10		125707	REPAIR & MAINTENANCE - SQUADS
15329	OIL BOYZ EXPRESS LUBE			41.07		1 Transactions		
15302	OLSON/ADELINE							
162		01-106-000-0000-6241		20.00	REGION 8 DUES			DUES - ASSESSOR
165		01-106-000-0000-6241		20.00	REGION 8 DUES			DUES - ASSESSOR
161		01-106-000-0000-6330		39.96	REGION 8 MEETING ERSKINE			TRAVEL & EXPENSE
163		01-106-000-0000-6330		22.14	ASSESSING POLK CENTRE			TRAVEL & EXPENSE
164		01-106-000-0000-6330		32.40	REGION 8 MEETING			TRAVEL & EXPENSE

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15302	OLSON/ADELINE		134.50		5 Transactions	
16359	PENNINGTON COUNTY CRIME VICTIM					
117	01-270-000-0000-6300		41.53	INFO CARDS FOR LAW ENFORCEMENT		REPAIRS & MAINTENANCE
116	01-270-000-0000-6330		449.00	CONFERENCE REGISTRATION & LODG	00889	TRAVEL & EXPENSE
16359	PENNINGTON COUNTY CRIME VICTIM		490.53		2 Transactions	
16027	PENNINGTON COUNTY TREASURER					
76	01-091-000-0000-6401		131.17	COLOR COPIES		SUPPLIES
75	01-091-000-0000-6300		390.00	REIMB INSIGHT TECH BILLS	3598	REPAIRS & MAINTENANCE
72	01-106-000-0000-6300		80.00	REIMBURSE INSIGHT TECH BILL	3599	REPAIRS & MAINTENANCE
73	01-106-000-0000-6401		38.09	COLOR COPIES	3599	SUPPLIES
74	01-101-000-0000-6300		160.00	REIMB INSIGHT TECH BILL	3601	REPAIRS & MAINTENANCE
71	01-132-000-0000-6300		614.00	REIMBURSE INSIGHT TECH BILL	3603	REPAIRS & MAINTENANCE
16027	PENNINGTON COUNTY TREASURER		1,413.26		6 Transactions	
16346	PETERSON/LISA					
170	01-091-000-0000-6262		70.00	TRANSCRIPT	476	OTHER SERVICES
16346	PETERSON/LISA		70.00		1 Transactions	
16311	PRO-WEST & ASSOCIATES INC					
78	01-103-000-0000-6263		100.00	PUSH PARCEL UPDATES TO SERVER	715	COMPUTER SERVICES
79	01-103-000-0000-6263		2,943.00	PARCEL SPLITS/JOINTS	716	COMPUTER SERVICES
33	01-223-000-0000-6801		1,656.00	ADDRESS DATA PARSING	728	MISCELLANEOUS EXPENSE-E911
16311	PRO-WEST & ASSOCIATES INC		4,699.00		3 Transactions	
19326	SATHER LAW LTD					
86	01-011-000-0000-6261		94.97	ATTORNEY FEES 57-FA-14-641		COURT APPOINTED ATTORNEYS
87	01-011-000-0000-6261		154.00	ATTORNEY FEES 57-PR-16-478		COURT APPOINTED ATTORNEYS
88	01-011-000-0000-6261		147.10	ATTORNEY FEES 57-PR-16-384		COURT APPOINTED ATTORNEYS
89	01-011-000-0000-6261		139.00	ATTORNEY FEES 57-PR-16-462		COURT APPOINTED ATTORNEYS
19326	SATHER LAW LTD		535.07		4 Transactions	
19451	SHERBURNE COUNTY SHERIFF					
67	01-091-000-0000-6261		59.25	SERVE SUBPOENA 57-CR-15-473		CONSULTING & LEGAL SERVICES-ATTORNI
19451	SHERBURNE COUNTY SHERIFF		59.25		1 Transactions	
20403	THIBERT/ALEX					
112	01-251-000-0000-6330		11.22	TRANSPORT MEAL	071316	TRAVEL & EXPENSE
113	01-251-000-0000-6330		18.89	TRANSPORT MEAL	071316	TRAVEL & EXPENSE

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.	Vendor Name	Account/Formula	Accr	Rpt Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	Paid On Bhf #	On Behalf of Name
114		01-251-000-0000-6330		6.89	TRANSPORT MEAL		071416	TRAVEL & EXPENSE		
115		01-251-000-0000-6330		7.68	TRANSPORT MEAL		071416	TRAVEL & EXPENSE		
20403	THIBERT/ALEX			44.68		4 Transactions				
20047	THRIFTY WHITE PHARMACY									
28		01-251-000-0000-6255		10.00	MARS			MEDICAL - LOCAL		
26		01-251-000-0000-6255		39.57	PRESCRIPTION - 33		33284	MEDICAL - LOCAL		
25		01-251-000-0000-6255		96.46	PRESCRIPTION - 25		37531	MEDICAL - LOCAL		
15		01-251-000-0000-6255		9.68	PRESCRIPTION - 60		38300	MEDICAL - LOCAL		
24		01-251-000-0000-6255		17.96	PRESCRIPTION - 16		40651	MEDICAL - LOCAL		
20		01-251-000-0000-6255		16.77	PRESCRIPTION - 24		56923	MEDICAL - LOCAL		
21		01-251-000-0000-6255		46.18	PRESCRIPTION - 26		57457	MEDICAL - LOCAL		
17		01-251-000-0000-6255		18.08	PRESCRIPTION - 15-346		60219	MEDICAL - LOCAL		
19		01-251-000-0000-6256		3.99	PRESCRIPTION - 16-035		60478	MEDICAL - REIMBURSED		
16		01-251-000-0000-6256		68.01	PRESCRIPTION - 27		60819	MEDICAL - REIMBURSED		
27		01-251-000-0000-6256		11.97	PRESCRIPTION - 36		60831	MEDICAL - REIMBURSED		
23		01-251-000-0000-6256		74.31	PRESCRIPTION - 34		60832	MEDICAL - REIMBURSED		
22		01-251-000-0000-6255		37.57	PRESCRIPTION - 16-255		60884	MEDICAL - LOCAL		
18		01-251-000-0000-6255		4.59	PRESCRIPTION - 14		60893	MEDICAL - LOCAL		
20047	THRIFTY WHITE PHARMACY			455.14		14 Transactions				
20358	TOTALFUNDS BY HASLER									
149		01-801-000-0000-6209		1,500.00	POSTAGE			POSTAGE		
20358	TOTALFUNDS BY HASLER			1,500.00		1 Transactions				
20307	TVEITBAKK/DARRYL									
169		01-003-000-0000-6330		97.20	JUNE MILEAGE			TRAVEL & EXPENSE		
20307	TVEITBAKK/DARRYL			97.20		1 Transactions				
23303	WEST GROUP PAYMENT CENTER									
32		01-016-000-0000-6242		870.01	JUNE WEST LAW ACCESS			SUBSCRIPTIONS - LAW LIBRARY		
77		01-091-000-0000-6240		511.00	JUNE WEST LAW ACCESS		834271299	SUBSCRIPTIONS		
167		01-016-000-0000-6242		260.87	JUNE SUBSCRIPTIONS		834350576	SUBSCRIPTIONS - LAW LIBRARY		
84		01-091-000-0000-6240		50.57	JULY SUBSCRIPTIONS		834359841	SUBSCRIPTIONS		
23303	WEST GROUP PAYMENT CENTER			1,692.45		4 Transactions				
1 Fund Total:				57,352.92	County Revenue			43 Vendors		146 Transactions

Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
61	3304 CHS AG SERVICES 03-350-000-0000-6553		347.33	LV 4 SPRAY		BRUSH & WEED CONTROL CHEMICALS
	3304 CHS AG SERVICES		347.33		1 Transactions	
29	13498 MARCO TECHNOLOGIES LLC 03-320-000-0000-6301		386.57	MAINT AGREEMENT 3616B023AD		MAINTENANCE AGREEMENT
	13498 MARCO TECHNOLOGIES LLC		386.57		1 Transactions	
58	13353 MARSHALL COUNTY HIGHWAY DEPARTM 03-330-000-0000-6261		3,784.74	INSPECTOR 2016 BITUMINOUS PROJ		CONSULTING & LEGAL SERVICES
	13353 MARSHALL COUNTY HIGHWAY DEPARTM		3,784.74		1 Transactions	
60	13033 MN COUNTIES INTERGOVERNMENTAL TF 03-803-000-0000-6355		557.00	COVERAGE FOR SKID STEER & GRAD		INSURANCE - PROPERTY CASUALTY
	13033 MN COUNTIES INTERGOVERNMENTAL TF		557.00		1 Transactions	
59	13391 MN DEPT OF LABOR & INDUSTRY 03-350-000-0000-6801		50.00	AIR TANK INSPECTION		MISCELLANEOUS EXPENSE
	13391 MN DEPT OF LABOR & INDUSTRY		50.00		1 Transactions	
30	14310 NEWFOLDEN CO-OP ELEVATOR 03-350-000-0000-6553		1,200.00	RODEO SPRAY		BRUSH & WEED CONTROL CHEMICALS
	14310 NEWFOLDEN CO-OP ELEVATOR		1,200.00		1 Transactions	
57	15323 OFFICE DEPOT 03-320-000-0000-6401		339.84	FAX TONER FOR SHOPS, BNDR CLIP		SUPPLIES
	15323 OFFICE DEPOT		339.84		1 Transactions	
56	16067 PEMBERTON, SORLIE, RUFER & KERSHNEI 03-350-000-0000-6261		12,123.22	EMPLOYEE INVESTIGATION		CONSULTING & LEGAL SERVICES
	16067 PEMBERTON, SORLIE, RUFER & KERSHNEI		12,123.22		1 Transactions	
54	18106 RED LAKE COUNTY COOP 03-350-000-0000-6418		529.47	PROPANE SHOP 213		PROPANE FOR HEATING SHOPS
55	03-350-000-0000-6418		343.32	PROPANE SHOP 211		PROPANE FOR HEATING SHOPS
52	03-350-000-0000-6418		200.31	PROPANE SHOP 215	56290	PROPANE FOR HEATING SHOPS
53	03-350-000-0000-6418		130.09	PROPANE SHOP 212	58821	PROPANE FOR HEATING SHOPS
	18106 RED LAKE COUNTY COOP		1,203.19		4 Transactions	
	19350 S & S HAULING & TRUCK REPAIR					

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3 Road & Bridge

Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	Paid On Bhf #	On Behalf of Name
51		03-350-000-0000-6564		124.00	DOT INSPECTIONS UNIT 222 & 243			EQUIPMENT REPAIR PARTS		
	19350	S & S HAULING & TRUCK REPAIR		124.00		1 Transactions				
49	20003	TR SALVAGE INC		260.00	LIGHTS UNIT 286 & 287			EQUIPMENT REPAIR PARTS		
50		03-350-000-0000-6564		130.00	LIGHTS UNIT 243			EQUIPMENT REPAIR PARTS		
	20003	TR SALVAGE INC		390.00		2 Transactions				
31	20353	TRI-CITY PAVING INC		35,088.25	CALCIUM CHLORIDE			ROAD MATERIALS		
	20353	TRI-CITY PAVING INC		35,088.25		1 Transactions				
47	20309	TRUE NORTH STEEL		3,167.14	18" & 24" SPIRAL PIPE			CULVERTS		
48		03-350-000-0000-6549		3,468.58	60" PIPE & BANDS			CULVERTS		
	20309	TRUE NORTH STEEL		6,635.72		2 Transactions				
3 Fund Total:				62,229.86	Road & Bridge		13 Vendors	18 Transactions		

Pennington County Financial System



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60 Capital Improvement Spec

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
81	2337 BKV GROUP INC 60-460-000-0000-6801		4,408.60	1892.04 GOV'T CENTER SYS UPGRA	42192	MISCELLANEOUS EXPENSE
82	60-460-000-0000-6801		2,438.33	1892.05 JUSTICE CENTER PLANNIN	42193	MISCELLANEOUS EXPENSE
	2337 BKV GROUP INC		6,846.93	2 Transactions		
119	3467 CONTEGRITY GROUP INCORPORATED 60-460-000-0000-6801		18,500.00	BIDDING & AWARD PHASE	2016086	MISCELLANEOUS EXPENSE
	3467 CONTEGRITY GROUP INCORPORATED		18,500.00	1 Transactions		
120	6379 FRANZ REPROGRAPHICS 60-460-000-0000-6801		8,217.69	BOND COPY SETS	153096	MISCELLANEOUS EXPENSE
121	60-460-000-0000-6801		4,587.63	BOND COPY BID SETS	154065	MISCELLANEOUS EXPENSE
	6379 FRANZ REPROGRAPHICS		12,805.32	2 Transactions		
118	19530 SUBMITTAL EXCHANGE, LLC 60-460-000-0000-6801		10,195.00	SUBMITTAL EXCHANGE SUBSCRIPTIO	SE25610	MISCELLANEOUS EXPENSE
	19530 SUBMITTAL EXCHANGE, LLC		10,195.00	1 Transactions		
60 Fund Total:			48,347.25	Capital Improvement Special Re	4 Vendors	6 Transactions
Final Total:			167,930.03	60 Vendors	170 Transactions	

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	57,352.92	County Revenue	
	3	62,229.86	Road & Bridge	
	60	48,347.25	Capital Improvement Special Re	
	All Funds	167,930.03	Total	Approved by,
			
			

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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

Pennington County Financial System



Jennifer
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1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Vendor Name	Account/Formula	Accr	Rpt Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	On Behalf of Name
10026	JENSEN/DONALD J								
4		01-003-000-0000-6103		100.00	PER DIEM - NCLUB - NORTHOME		060216	PER DIEMS - BOARD	
16		01-003-000-0000-6330		5.88	MEALS - NCLUB - NORTHOME		060216	TRAVEL & EXPENSE	
5		01-003-000-0000-6103		65.00	PER DIEM - HWY COMM - TRF		060316	PER DIEMS - BOARD	
6		01-003-000-0000-6103		65.00	PER DIEM - TAC - WARREN		060616	PER DIEMS - BOARD	
7		01-003-000-0000-6103		100.00	PER DIEM - HWY COMM - TRF		060716	PER DIEMS - BOARD	
8		01-003-000-0000-6103		100.00	PER DIEM - AMC - SPRINGSTEEL		060916	PER DIEMS - BOARD	
9		01-003-000-0000-6103		65.00	PER DIEM - WRAC - TRF		061316	PER DIEMS - BOARD	
10		01-003-000-0000-6103		65.00	PER DIEM - AIRPORT AUTH - TRF		061516	PER DIEMS - BOARD	
11		01-003-000-0000-6103		65.00	PER DIEM - BID MEETING - TRF		061616	PER DIEMS - BOARD	
12		01-003-000-0000-6103		65.00	PER DIEM - JTC - BEMIDJI		062016	PER DIEMS - BOARD	
13		01-003-000-0000-6103		65.00	PER DIEM - EXTENSION - TRF		062316	PER DIEMS - BOARD	
14		01-003-000-0000-6103		65.00	PER DIEM - BID OPENING - TRF		062816	PER DIEMS - BOARD	
15		01-003-000-0000-6103		65.00	PER DIEM - DRUG TASK FORCE- TR		063016	PER DIEMS - BOARD	
10026	JENSEN/DONALD J			890.88		13 Transactions			
11063	KUZNIA/RAYMOND D								
2		01-201-000-0000-6330		14.94	MEAL - TASK FORCE MTG - CRKSTO		052616	TRAVEL & EXPENSE	
11063	KUZNIA/RAYMOND D			14.94		1 Transactions			
20403	THIBERT/ALEX								
3		01-251-000-0000-6330		14.83	MEAL - TRANSPORT		070816	TRAVEL & EXPENSE	
20403	THIBERT/ALEX			14.83		1 Transactions			
20307	TVEITBAKK/DARRYL								
17		01-003-000-0000-6103		65.00	PER DIEM - TECH COMM - TRF		060116	PER DIEMS - BOARD	
18		01-003-000-0000-6103		65.00	PER DIEM - PLAN REVIEW - TRF		060316	PER DIEMS - BOARD	
19		01-003-000-0000-6103		65.00	PER DIEM - JUSTICE CTR MTG - T		060616	PER DIEMS - BOARD	
20		01-003-000-0000-6103		65.00	PER DIEM - LEC PERSONEL - TRF		060716	PER DIEMS - BOARD	
21		01-003-000-0000-6103		65.00	PER DEIM - JUSTICE CENTER - TR		060816	PER DIEMS - BOARD	
22		01-003-000-0000-6103		100.00	PER DIEM - AMC - WARROAD		060916	PER DIEMS - BOARD	
23		01-003-000-0000-6103		65.00	PER DIEM - JUSTICE CTR - TRF		061616	PER DIEMS - BOARD	
24		01-003-000-0000-6103		65.00	PER DIEM - LETG MTG - TRF		062216	PER DIEMS - BOARD	
25		01-003-000-0000-6103		65.00	PER DIEM - TECH COMM - TRF		062816	PER DIEMS - BOARD	
20307	TVEITBAKK/DARRYL			620.00		9 Transactions			
1 Fund Total:				1,540.65	County Revenue		4 Vendors	24 Transactions	

Pennington County Financial System



Jennifer
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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
1	6350 FLAAGAN/MIKE 03-320-000-0000-6330		8.96	MEAL - RIC MEETING - DULUTH	062916 TRAVEL & EXPENSE
	6350 FLAAGAN/MIKE		8.96	1 Transactions	
3 Fund Total:			8.96	Road & Bridge	1 Vendors 1 Transactions
Final Total:			1,549.61	5 Vendors	25 Transactions

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	1,540.65	County Revenue
	3	8.96	Road & Bridge
All Funds		1,549.61	Total

Approved by,

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