



BELTRAMI COUNTY

REGULAR MEETING AGENDA

Beltrami County Board of Commissioners
October 15, 2024
5:00 p.m.

Meeting to be held in the County Board Room
County Administration Building, 701 Minnesota Avenue NW
Bemidji, MN

A link to the livestream will be available on the Board Meeting Agendas and Minutes page of the County Website.

1. **Call to Order and Roll Call - 5:00 p.m.**
2. **Pledge of Allegiance – 5:00 p.m.**
3. **General Comments – Board Chair – 5:00 p.m.**
4. **Citizens Addressing the Board – 5:00 p.m.**

Beltrami County makes a point of providing an opportunity for citizens to attend County Board meetings as well as providing a way for citizens to present issues to the Board. The County has set up a Zoom meeting and will stream the meeting to its Youtube Channel to provide improved accessibility. A citizen may address the Board in person or via the Zoom meeting. To address the Board via the Zoom meeting, citizens, will need to email the meeting coordinator at diane.moe@co.beltrami.mn.us by Noon, the day of the meeting stating their name and address. They will then be sent an email invitation to join the 5:00 pm meeting. Citizens will be heard in the order that they have entered the meeting waiting room and after any in-person citizen comments. All comments will be limited to 5 minutes.

The County Board Chair will make the following announcement after the Pledge of Allegiance and General Comments:

Anyone wishing to address the County Board on an item not on the agenda may come forward at this time to be recognized by the Board Chair. Please state your name and address for the record. Comments are limited to five minutes. A personnel complaint against an individual County employee may not be heard initially at a Board meeting. Personnel complaints may be submitted to the Board in writing through the County Administrator's Office. A person addressing the board may not use profanity or vulgar language.

5. **Approval of the Agenda (Additions/Corrections/Deletions) – 5:00 p.m.**
6. **Approval of the Consent Agenda**

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.

CONSENT AGENDA
5:00 p.m.

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held October 1, 2024 as presented. Minutes of the Board of Commissioners Work Meeting held on October 1, 2024. [pg. 1](#)
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** [pg. 7](#)
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** [pg. 8](#)
- 7d. **Administration: Approval of 2025 Juvenile Center Host County Contract** [pg. 9](#)
- 7e. **Health & Human Services: Approval of Family Child Care Licenses** [pg. 21](#)
- 7f. **Health & Human Services: Approval of Family Foster Care Licenses** [pg. 23](#)
- 7g. **Health & Human Services: Approval of Bills Paid** [pg. 25](#)
- 7h. **Solid Waste: Approval and Certification of Unpaid Delinquent Solid Waste Accounts** [pg. 26](#)
- 7i. **Solid Waste: Approval of Resolution in Support of MPCA Grant Request** [pg. 32](#)
- 7j.

REGULAR AGENDA
5:10 p.m.

- 8. **MCIT Voting Delegate & Alternate** [pg. 34](#)
- 9. **Additional Items**

COMMISSIONERS' BUSINESS ITEMS

- 10. **Legislative/Lobbying Issues** [pg. 37](#)
- 11. **Commissioners' Reports**
- 12. **Review Upcoming Meeting Schedule**
- 13. **Adjourn**

Date: October 15, 2024
Beltrami County Commission
Consent Agenda



AGENDA BILL

SUBJECT: Approval of the Minutes

RECOMMENDATIONS: Approval, as presented

DEPARTMENT OF ORIGIN: County Administration

CONTACT PERSON (Name and Phone Number): Thomas Barry, 333-8478

DATE SUBMITTED: October 8, 2024

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: Attached Minutes

SUMMARY STATEMENT:

Copies of the minutes of past meetings are presented for the review and approval of the County Board.

**MINUTES OF THE PROCEEDINGS
OF THE BELTRAMI COUNTY BOARD OF COMMISSIONERS
October 1, 2024**

The Beltrami County Board of Commissioners met in regular session on October 1, 2024, at the County Board Room, County Administration Building, Bemidji, Minnesota.

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Chair John Carlson, called the meeting to order at 5:00 p.m. Commissioners Craig Gaasvig, Joe Gould, Tim Sumner, and Richard Anderson were present.

GENERAL COMMENTS - BOARD CHAIR

None.

CITIZENS ADDRESSING THE BOARD

None.

APPROVAL OF AGENDA

No additions or corrections were made to the Agendas.

GENERAL BUSINESS

Approved Agenda and Amendments

A motion to approve the Agenda and Amendments was made by Commissioner Gaasvig, seconded by Commissioner Anderson, and unanimously carried.

Approved Consent Agenda

A motion to approve the Consent Agenda was made by Commissioner Anderson, seconded by Commissioner Gould, and unanimously carried.

CONSENT ITEMS

Approved Minutes

The Board, by adoption of its Consent Agenda, approved the Minutes of the Board of Commissioners Work Meeting held September 17, 2024, and the Minutes of the Board of Commissioners Regular Meeting held September 17, 2024, as submitted.

Approved Auditor/Treasurer Warrant Payment Listing

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by the Auditor/Treasurer's Office.

Approved Payment of Auditor/Treasurer Bills

The Board, by adoption of its Consent Agenda, approved payment of Auditor/Treasurer bills, as submitted.

Approved New Jail Special Testing and Inspection

The Board, by adoption of its Consent Agenda, approved the proposal from American Engineering Testing, Inc. for special testing and inspection services for the new jail, as submitted.

Approved New Jail Envelope Commissioning

The Board, by adoption of its Consent Agenda, approved the proposal from Braun Intertec for building envelope commissioning services for the new jail, as submitted.

Approved New Jail Mechanical and Electrical Commissioning

The Board, by adoption of its Consent Agenda, approved the proposal from Stocke Commissioning & Building Solutions for mechanical and electrical commissioning for the new jail, as submitted.

Approved Health & Human Services Warrant Payment List

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by Health & Human Services Department.

Approved Final Pay Vouchers SAP 004-622-024 & 004-622-025

The Board, by adoption of its Consent Agenda, approved the final pay voucher for project SAP 004-622-024 Bridge Construction and approach grading over Turtle River and SAP 004-622-025 Bridge Construction and approach grading over the Moose River, to Gerit Hanson Contracting, Inc., in the amount of \$121,322.02, as submitted.

Approved Contract Award for Project SAP 004-600-020

The Board, by adoption of its Consent Agenda, approved the contract award for project SAP 004-600-020, which includes work on Wild Plum Lane NE, Whitetail Rd NE, and Beach Lane NE in Northern Township, to Reiersen Construction, Inc. in the amount of \$526,135.71, as submitted.

Approved Teamsters Search and Rescue Canine MOU

The Board, by adoption of its Consent Agenda, approved the Search and Rescue K9 Teamsters MOU effective January 1, 2023 - December 31, 2025.

REGULAR AGENDA

None.

COMMISSIONERS' BUSINESS

Legislative/Lobbying Issues & Commissioners' Reports

None.

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be October 15, 2024, in the Board Room of the County Administration Building.

MEETING ADJOURNMENT

A motion to adjourn the Board meeting at 5:02 p.m. was made by Commissioner Gould, seconded by Commissioner Anderson, and unanimously carried.

John Carlson, Chair

Thomas H. Barry, County Administrator

WORK MEETING MINUTES

Beltrami County Board of Commissioners

October 1, 2024

3:00 pm

**Meeting to be held in the County Board Room
County Administration Building, 701 Minnesota Avenue NW
Bemidji, MN**

A link to the livestream will be available on the Board Meeting Agendas and Minutes page of the County Website.

Present: Commissioner Craig Gaasvig, Commissioner John Carlson, Commissioner Tim Sumner, Commissioner Richard Anderson, Commissioner Joe Gould.

1. Call to Order

John Carlson called the meeting to order at 3:00 pm

2. Introduction of New Employees

3. Identify Future Work Meeting Topics

4. Quarterly Jail Project Update

Pat Weerts with Kraus Anderson Construction and Danielle Reid with Klein McCarthy Architects, provided an update on project design, schedule, budget and next steps.

Ms. Reid talked about the bidding process and noted a couple of addendums have come out of some of the questions. Plan review process is going well, the State Plan Review has picked up the building review, which is anticipated to take 1-1 ½ months. Currently waiting for the plumbing review and the DOC plan review has been completed. MN Department of Health approval has been received and they are currently working with the City of Bemidji for their approvals.

Mr. Weerts provided a budget update consistent with the update from July. After bids come in on October 22nd, actual costs will be available. Attendance at today's pre bid meeting was very good and well attended. Next update to the Board will be at the November 19 Board Meeting.

5. New Jail Testing, Inspection & Commissioning Contracts

Administrator, Tom Barry reviewed the requirements and Contracts that are currently on the Regular Board Meeting, Consent Agenda. The Minnesota State Development Code mandates independent services for special testing and inspection, building envelope inspection, and mechanical and electrical inspection services for the new County Jail. Three contracts for services were solicited and recommendations to the Board are:

1. Special testing and inspection as required by the MN Department of Labor and Industry – Building Code Division. Contract award is recommended to American Engineering Testing Inc., estimate at \$71,033.00.
2. Independent building envelope inspection services. Contract award is recommended to Braun Intertec, estimate at \$22,183.

3. Independent mechanical and electrical inspection services. Contract award is recommended to Stocke Commissioning & Building Solutions, estimate at \$50,500.

6. Health & Human Services Success Stories

Health and Human Services Director, Anne Lindseth mentioned the department goals for Social Services, Economic Assistance and Public Health, to continue to update the Board periodically with client success stories from the good work and dedication to services from staff. Ms. Lindseth told a client success story who has been receiving support and services from Social Services. Economic Assistance Director, Curt Anderson told a story about one of the clients served by his department and other community supports.

7. 2024 General Election Update

Auditor-Treasurer, JoDee Treat discussed the 2024 General Election process in her office and the rules and regulations they are bound by. She reviewed in detail the following topics:

- Voter Registration
- Security & Process
- Law Changes
- Absentee Hours
- Where to find resources

8. Administrator's Report

- Still working to coordinate a Paul Bunyan Transit Meeting
- Update on Meeting between HHS & County Extension to review and coordinate SNAPed services and programs
- Comp Class Study is moving along, hoping to have something to the Board in mid-November. The Goal is still for January 2025 implementation.
- Open Enrollment for county benefits has begun and will continue through the end of October.
- October 15 – Community Health Board at 2 pm, County Board Meetings from 3-6 pm and Opioid Committee Public Meeting at 6 pm

9. Other Business Items

a) Review Bills

b)

10. Review Agenda for the October 1, 2024 Regular Board Meeting

No additions or corrections were made to the Agendas.

11. Adjourn

The Work Session was adjourned at 4:48 p.m.



Meeting Date: October 15, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Auditor Warrants

RECOMMENDATIONS: Approval of bills that have been paid as Auditor Warrants.

DEPARTMENT OF ORIGIN: Auditor-Treasurer

CONTACT PERSON: JoDee Treat, Auditor-Treasurer 218-333-4175

DATE SUBMITTED: October 8, 2024

CLEARANCES: Beltrami Auditor-Treasurer

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing in Commissioner's Office

SUMMARY STATEMENT: Auditor Warrants are paid weekly upon approval of the Beltrami County Auditor-Treasurer. Auditor Warrants are typically standard re-occurring invoices, Fiscal Agency expenditures, or items already approved by the Board of Commissioners. The Auditor Warrant Listing will be provided for Commissioner review in the Commissioner's Office. All Warrants have been mailed to vendors the week they were processed.



Meeting Date: October 15, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Commissioner Warrants

RECOMMENDATIONS: Approval of bills to be paid as Commissioner Warrants.

DEPARTMENT OF ORIGIN: Auditor-Treasurer

CONTACT PERSON: JoDee Treat, Auditor-Treasurer 218-333-4175

DATE SUBMITTED: October 8, 2024

CLEARANCES: County Department Heads

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing provided during Work Session

SUMMARY STATEMENT: The Commissioner Warrant Listing will be provided at the County Board Work Session. These invoices have been approved and submitted by their respective Department Heads for payment. In compliance with Statute, all Warrants will be mailed to vendors on day three of approval.



Meeting Date: October 15, 2024
Beltrami County Commission

CONSENT AGENDA BILL

SUBJECT: Juvenile Center Host County Contract

RECOMMENDATIONS: Approve the Host County Contract with Northwestern
Minnesota Juvenile Center

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON: Tom Barry, County Administrator 218-333-4109

DATE SUBMITTED: October 1, 2024

CLEARANCES: Administrator

BUDGET IMPACT: N/A

ATTACHMENTS: 2025 Host County Agreement

SUMMARY STATEMENT:

Each year the County renews the contract with the NW MN Juvenile Center to serve as the agent for the other counties in the Joint Powers.

Beltrami County serves as the fiscal administrator for the Juvenile Center. All accounts payable and revenues as well as payroll are processed through the County. Fund level accounting is also provided as an Agency Fund. The Juvenile Center employees are included in the Beltrami County pool for health insurance as well, although they are specifically employees of the Juvenile Center and there is no claim on county due to their staffing.



*Serving the Counties of
Northwestern Minnesota*

1231 5th Street NW
P.O. Box 247
Bemidji, MN 56619-0247

To: Thomas Barry, County Administrator
c/o: Diane Moe

From: Mindy O'Brien, Superintendent

Date: October 19, 2024

Re: **2025 Host County Agreement**

Mindy O'Brien
Superintendent

Scott Deshane
Assistant Superintendent
NSDU Director

Zach Hansen
RTU Director

Mackenzie Piprude
SDU Director

Kaysey Lichtenwalter
Satellite Home Director

Aaron Riedel
Office Supervisor

Erica Fauchald
Kitchen Supervisor

Bernie Marshall
Maintenance Supervisor

Enclosed please find our Host County Agreement for the dates of January 1, 2025, to December 31, 2025, for County Board of Commissioner's Approval and the Board Chairman's signature. Once it is signed, please return it to our office for further processing. Thank you!

218-751-3196

FAX 218-751-3229

email: center@nmjconline.org

website: www.nmjconline.org

HOST COUNTY AGREEMENT

THIS AGREEMENT, by and between BELTRAMI COUNTY as Agent for all Minnesota counties which are not parties to the Joint Powers Agreement, attached hereto as Exhibit "A," hereinafter referred to as the "Agency," and NORTHWESTERN MINNESOTA JUVENILE CENTER, P.O. Box 247, Bemidji, Minnesota 56619, hereinafter referred to as the "Contractor," enter into this Agreement for the period from January 1, 2025, to December 31, 2025.

WITNESSETH

WHEREAS, the Northwestern Minnesota Juvenile Center was created by a joint powers agreement of the counties of Beltrami, Cass, Clearwater, Hubbard, Kittson, Lake of the Woods, Pennington and Roseau for the purpose of providing a home school and detention services for boys and girls; and

WHEREAS, Beltrami County is the county in which some of the physical facilities of the Northwestern Minnesota Juvenile Center are located; and

WHEREAS, the Agency is willing to assume the duties and responsibilities of a Host County, in accordance with Minnesota Statute, Section 256.0112, and as enumerated herein; and

WHEREAS, it is necessary that a contract exist between the Agency and the Contractor, which delineates the terms under which the Contractor will provide services to counties which are not parties to the Joint Powers Agreement, in order that those counties may be eligible for Title IV-E reimbursement of sums paid to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants herein provided, it is agreed as follows:

I. Administration:

- A. That the Northwestern Minnesota Juvenile Center shall administer and implement its duties in accordance with Minnesota Statutes and Department of Corrections rules, standards, and guidelines.
- B. Rights and obligations under this agreement shall not be assigned or transferred by either party.

II. Personnel:

- A. All staff at the Northwestern Minnesota Juvenile Center will be employees of the Contractor and will have no claim on Beltrami County.

- B. The Contractor shall be in compliance with Titles VI and VII of the United State Civil Rights Act of 1964.
- C. Documentation of compliance with Titles VI and VII must be available for inspection by the Minnesota Department of Human Services or its agent.

III. Service:

- A. The Contractor agrees to continue to provide services to counties which are not parties to the Joint Powers Agreement on a space available basis.
- B. The Contractor may provide such services to counties which are not parties to the Joint Powers Agreement upon the execution of a contract between the Contractor and said county indicating the Contractors and such counties' agreement to follow the terms of this Agreement with respect to the matter stated herein.

IV. Eligibility:

Eligibility shall be determined by the Northwestern Minnesota Juvenile Center Executive Board and is limited to the following:

- A. Persons 12 (twelve) to 19 (nineteen) years of age -- Commitment for non-secure/secure residential treatment.
- B. Persons 10 (ten) to 19 (nineteen) years of age -- non-secure detention.
- C. Persons 12 (twelve) to 20 (twenty) years of age -- secure detention.

V. Payment:

- A. Payment rates for counties which are not parties to the Joint Powers Agreement shall be in accordance with rates set forth in Exhibit "B," or any subsequent fee schedule upon which all Joint Powers Agreement member counties agree. Exhibit "B" is hereby incorporated by reference.
- B. Any placing county which originates, initiates, requests and receives services for Residential, Satellite Homes, Non-Secure Detention and Secure Detention under this agreement shall be responsible for payment of these services at the rates set forth in Exhibit B with the following exception: A written agreement accepting financial responsibility is received from the Human Services Department of the youth's county of residence wherein the Juvenile Center would then bill that county directly. If during the course of placement, the county of residence no longer accepts financial responsibility, the county who originally court ordered the placement of the youth into the Residential Unit or Satellite Home will then become financially

responsible for all placement costs. This exception does not pertain to Detention Services. Rates as set forth in Exhibit "B" shall also apply to payment for services received in response to 72-hour public welfare or 36-hour detention holds as requested by law enforcement officers of the county originating, initiating, requesting, and receiving services. The county whose law enforcement officers originate, initiate, request, and receive services shall be financially responsible for payment for services rendered, shall be invoiced monthly and shall make payment to the contractor within thirty (30) days of the date of receipt of the invoice. This shall not affect the right of any county initiating, originating, requesting, and receiving services to seek reimbursement for such charges from any responsible county or American Indian Reservation in Minnesota, as allowed by Minnesota Statute.

- C. The per diem billing charge commences on the day of intake if intake takes place any time after 00:00 (Midnight). The per diem billing charge does not include the day of release/status change unless release/status change takes place after 12:00 (Noon). In the event of youth runaway: for a youth who is a commitment to Juvenile Center entities, or who is on a 35-day temporary detention status for evaluation, there is a per diem charge for one week. After one week, there is no per diem charge; however, the youth will be accepted back into the unit upon bed availability. For youth who are strictly on temporary detention status (non-secure or secure), there is a per diem charge for three days. After three days there is no per diem charge; however, the youth will be accepted back into the unit upon bed availability.
- D. It is the Policy of the Center Executive Board that entities and professionals such as hospitals, medical clinics and mental health centers, medical doctors, dentists and psychologists/counselors and psychiatrists giving service to children in placement as ordered by the Court is first billed to the juvenile's insurance. In the event no insurance is determined, there is a remaining balance due, or insurance information is not received by NMJC, the cost of these services must be paid by the County of Jurisdiction. Human Services' retrieval of any monies for defrayment of these services from parents of children in placement shall not delay payment of these bills. Practitioners must be paid up-front, and Human Services may work to retrieve monies from parents thereafter. In the case of outstanding bills for such services, the Center will enlist the Authority of the District Court of Record to order that payment for such services as rendered be made, forthwith.
- E. With respect to the rendering of medical treatment for juvenile clients placed in the care and charge of the Center by the originating authority, the county which requests and receives services under this agreement shall be responsible for payment of any such bills incurred therefore. In the event emergency treatment for such juvenile clients becomes necessary, staff shall make every effort to contact the juvenile client's parent or guardian to obtain their consent to any necessary emergency treatment. If such contact

cannot be made, or consent cannot be obtained, any necessary emergency medical treatment shall be provided at the discretion of the treating physician. The committing authority and the parent or guardian shall be notified as soon as possible of any medical emergencies. Furthermore, in the event that the juvenile client requires hospitalization for medical treatment and Center staff are required to be assigned to the hospital or medical care facility to provide direct on-going away-from-facility supervision of such juvenile clients for security purposes, and when a client is under suicide watch in-house and requires one on one staff supervision a cost of \$35.00/hour associated with such direct supervision shall be borne by and billed to the county of record for all such time expended beyond the first twenty-four-hour period and ending on the hour of the day such juvenile client is returned to the facility and/or to its general unit population.

VI. Records:

- A. The Contractor agrees to comply with all rules and regulations of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (1988).
- B. The Contractor agrees to allow personnel of the Minnesota Department of Human Services and the United States Department of Health and Human Services access to the Contractor's records during normal business hours. Non-member counties shall have the right to access the Contractor's records during normal business hours with respect to services provided to persons from such non-member's county.
- C. The Contractor will maintain program and fiscal records at its offices for four (4) years for audit purposes.
- D. The Contractor agrees to fulfill reporting requirements necessary for licensure by the Minnesota Department of Corrections.


VII. Miscellaneous:

- A. The Contractor agrees to comply with all applicable state, county, and city codes as they relate to its physical facility.
- B. Nothing in this agreement shall alter, modify, amend, or void the contractual relationship between Beltrami County and the Northwestern Minnesota Juvenile Center as set forth in the Joint Powers Agreement, attached hereto as Exhibit "A," and incorporated by reference.
- C. Entire Agreement: It is understood that this is the entire agreement of the parties with respect to the furnishing by Contractor of services to counties which are not parties to the Joint Powers Agreement, and the duties and responsibilities of Beltrami County as Agent for said counties.

- D. Any alterations, variations, modifications for waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing, and duly signed by the parties hereto. There will be two (2) original contracts.
- E. Audit: The audit requirement is met by submitting to annual audit by a certified public accountant. A given non-member county may request and have performed, at its expense, an audit with respect to such county's clients who receive services from the Contractor.
- F. The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in the Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or the Contractor's responsibility with respect to the purchased services hereunder, is prohibited except on written consent of such client's attorney, or the client's responsible parent or guardian.
- G. Severability: The provisions of this Agreement are severable. If a court of law upholds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to the contrary to any rule, or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement.
- H. The Contractor agrees that it will, at all times during the existence of this Agreement, indemnify and hold harmless the Agency and Beltrami County from any and all liability, loss, damages, costs, or expenses which may be claimed against the Agency and/or Beltrami County by reasons of any service clients suffering personal injury, death or property loss or damage either while participating in or receiving services from the Contractor, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Contractor. This clause applies only to such clients as are provided services at the Northwestern Minnesota Juvenile Center from counties that are not members of the Joint Powers Agreement. This clause is not intended to release the Agency and/or Beltrami County from any liability arising from the contractual relationship between Beltrami County and the Northwestern Minnesota Juvenile Center as set forth in the Joint Powers Agreement, attached hereto as Exhibit "A," and incorporated by reference.

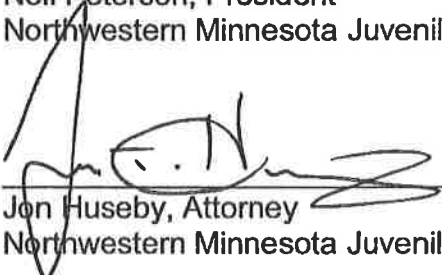
- I. The Contractor agrees that in order to protect itself as well as the Agency under the indemnity agreement provision above, it will, at all times during the term of this Agreement, have and keep in force the following insurances as provided by the Minnesota Counties Insurance Trust (MCIT), per Policy No. 2150:
1. Workers Compensation Insurance as required by law.
 2. General Liability Insurance in an amount of not less than \$500,000 for property damage arising from one occurrence, and an amount not less than \$500,000 per claimant and \$1,500,000 per occurrence.
 3. Automobile Liability Insurance, including owned, and non-owned and hired vehicles in an amount of not less than \$500,000 bodily injury or death of one claimant and \$1,500,000 per occurrence.

IN WITNESS WHEREOF, the Agency and the Contractor have executed this Agreement on this 19th day of September, 2024.



Neil Peterson, President
Northwestern Minnesota Juvenile Center Executive Board

Date 9/19/24



Jon Huseby, Attorney
Northwestern Minnesota Juvenile Center

Date 9.19.2024

Date _____

John Carlson, Chairperson
Beltrami County Board of Commissioners

EXHIBIT A

JOINT POWERS AGREEMENT CONTINUING THE NORTHWESTERN MINNESOTA JUVENILE CENTER

WHEREAS, Minnesota Statute, Section 260B.060 provides that in any county or group of counties, the county boards may purchase, lease, erect, equip, and maintain a county home school for boys and girls, or a separate home school for boys and a separate home school for girls; and

WHEREAS, Minnesota Statute, Section 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers; and

WHEREAS, pursuant to the aforementioned statutory authority, there has been established the Northwestern Minnesota Juvenile Center, presently located at 1231 5th Street Northwest, Bemidji, Minnesota; and

WHEREAS, it is mutually desirable to all counties who are a party hereto to continue the Northwestern Minnesota Juvenile Center for the purposes for which it presently exists;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PURPOSE

1. The counties who are parties to this agreement hereby agree to continue a regional juvenile center board to be known as the Northwestern Minnesota Juvenile Center Board, hereinafter referred to as the Board, which will continue to have its general purpose: To establish and operate a juvenile center (defined as a county home school for boys and girls under law) and to cooperate in any way deemed mutually satisfactory and appropriate with any and all counties which may wish to so cooperate in such a program. The Northwestern Minnesota Juvenile Center Board shall have authority as defined by applicable Minnesota statutes.

2. Any county contiguous to any of the counties who are a party to this agreement, and who are acceptable to the Board, may become parties to this contract by formal action of their Boards of County Commissioners. Their participation in this program shall be in accordance with the terms and conditions of this agreement and in accordance with other terms and conditions which the Board may establish.

3. The organization created by this agreement may afford the services of the Juvenile Center to any or all Counties not necessarily parties to this contract upon the execution of an appropriate contract.

II. GOVERNING BODY

1. The Juvenile Center shall continue to be governed by a juvenile center board, having such powers as are granted to such boards by statute. The Juvenile Center Board shall consist of not less than seven nor more than 15 persons. The chairman of the County Board

of Commissioners of each participating county shall appoint two members to a selection committee which shall select the members of the Board. The members of the Board shall be representative of local health boards, lay associations concerned with mental health or corrections as well as labor, business and civic groups, and the general public. The term of office of each member of the Juvenile Center Board shall be four years, measured from the first day of the year of appointment. Vacancies shall be filled for the unexpired terms in the same manner as original appointments.

III. FINANCIAL

1. The Board shall continue to have authority over all monies credited to the Center. This shall include, but not be limited to, such state and federal aid as may be available to it, such appropriations from counties who are parties to this contract, or from other counties who are contracting services from the Center. The Board shall also have authority over any gifts and grants from private individuals, organizations, other political subdivisions and groups.

2. The Board shall continue to be organized as follows: There shall be elected a President, Vice-President, a Secretary and a Treasurer from its members.

3. The Treasurer shall continue to keep due and strict accounting of all monies coming in to the Center and, also, shall keep due and strict accounting of all disbursements. The Board shall designate the bank or banks where such funds shall be deposited. A monthly statement of accounts shall be given to the Treasurer to the Board, copies of which also will be filed with the County Auditors of each of the counties who are parties hereto.

4. A general operating budget shall be made up yearly and maintained as a single budget. The budget shall be determined after consultation between members of the Board, juvenile court judges of the counties who are parties hereto and the Superintendent of the Juvenile Center. A copy of the budget shall be filed with the County Auditors of each of the counties who are parties hereto. The operating expenses of the Board shall be proper charges against the operation and maintenance of the Center, including but not limited to all salaries and wages of personnel, and any other proper items of expense, and they shall be charged against and paid out of this fund. All disbursements by the Center shall be by check warrant issued by the Beltrami County Auditor's Office. Such disbursements shall be at the order of the Superintendent, except as follows: All disbursements shall be first approved by the Board except that the payment of wages and salaries of regularly retained personnel shall be made after the Board has so authorized the amount of such payments. The Board may, from time to time, authorize the regular payment of other disbursements without approval of the Board.

IV. DISTRICT COURT JUDGES

1. District Court Judges (pursuant to 260B.060) are empowered by law to approve the establishment of the Juvenile Center and are also empowered to give final approval of the plans, location, equipment and operation of the Juvenile Center.

2. District Court Judges shall appoint and remove the Superintendent of the Juvenile Center. The salaries of the superintendent and other staff, shall be fixed by the District Court Judges subject to the approval of the county boards.

3. The District Court Judges shall constitute the membership of an advisory committee to the Board.

V. OTHER PROVISIONS

1. The Board and the personnel hired to administer and operate the Juvenile Center shall be responsible for the day to day operation of the Center.

2. The Board may, from time to time, enter into agreements with other agencies to obtain services or render services.

3. The counties who are parties to this agreement will participate in the costs of operating the Center, including its maintenance, in the proportion that the population of that county bears to the total population of all of the counties who are parties to the contract as determined by the latest official U.S. Census. The County Boards of the counties who are parties to this agreement, however, may if there be consensus amongst all of them, agree upon a different plan of sharing costs.

VI. WITHDRAWAL

1. Withdrawal from this contract agreement by any contract county, shall be made by giving notice that the Board of County Commissioners has taken the appropriate action not less than 6 months before withdrawing from the obligations and responsibilities which this contract requires. A county which has withdrawn from this contract shall be reinstated after appropriate consultation with the Board and the conditions of this reinstatement have been mutually determined.

2. If 5 out of 8 contract counties terminate financial participation in this program, the program may be considered closed.

3. No disbursement of remaining funds or program property may be made until all contract parties have withdrawn from this contract agreement.

VII. APPROVAL AND EXECUTION

1. This agreement shall be executed by the chairman of the respective County Boards of the counties who are parties to this agreement and by the Auditors of such counties, after such authorization is approved by the appropriate resolution of the County Boards.

2. This agreement is executed by the Chairman of the various County Boards and the Auditors of the various counties so designated below, each such Chairman and Auditor affixing his signature hereto with the representation that he has been authorized to do so by his County Board.

Exhibit B

**Northwestern Minnesota Juvenile Center
2025 Per Diem Rates**

I - RESIDENTIAL TREATMENT, PRIMARY CENTER

Member Counties.....	\$ 315.00
Non-Member Counties.....	\$ 416.00

II - NON-SECURE DETENTION UNIT, PRIMARY CENTER

Member Counties.....	\$ 325.00
Non-Member Counties.....	\$ 408.00
35 Day Evaluation Member.....	\$ 399.00
35 Day Evaluation Non-Member.....	\$ 482.00

III - SECURE DETENTION UNIT, PRIMARY CENTER

Member Counties.....	\$ 335.00
Non-Member Counties.....	\$ 420.00
Residential/35 Day Evaluation Member.....	\$ 409.00
Residential/35 Day Evaluation Non-Member.....	\$ 494.00

IV - EXTENSION SATELLITE HOMES

Member Counties.....	\$ 267.00
Non-Member Counties.....	\$ 324.00

V - One on One Staff Supervision

All Counties (per hour after first 24-hour period).....	\$ 35.00
---	----------

Member counties receive first priority placement consideration for all youth categories; Non-member counties receive placement consideration for all categories on a space available basis.



Date: October 15 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Child Care Licensing

RECOMMENDATIONS: County Board Approval

DEPARTMENT OF ORIGIN: HEALTH & HUMAN SERVICES / Adult Services

CONTACT PERSON (Name and Phone Number): Anne Lindseth

DATE SUBMITTED: October 1, 2024

CLEARANCES: Minnesota Department of Human Services

BUDGET IMPACT: None

EXHIBITS: Attached List of Licensed Homes

SUMMARY STATEMENT: To Approve: New, Renewal or Closing of Family Child Care Homes.

BELTRAMI COUNTY BOARD MEETING

CONSENT AGENDA
Child Care Licensing

Licensing of Child Care Homes

RENEWALS

Kimberly Choi C3
3606 Minnesota Ave NW
Bemidji, MN 56601

Jodie Kroeger C3
8305 Red Pine Lane NE
Bemidji, MN 56601

Lisa Smith C2
4614 Loganah Lane SW
Bemidji, Mn 56601

NEW

Kayla Koenig C1
1703 America Ave NW
Bemidji, MN 56601

CLOSED

Heidi Mabe
2103 Harrison Ct SW
Bemidji, MN 56601

Seher Hovestol
6230 Mid-Valley Lane NW
Bemidji, MN 56601

Totals for September 2024

Licensed Homes Beginning of Month	80
Licensed Homes End of Month	79
New Licenses	1
Closed Licenses	2
Licenses Pending	1
Spaces Available	974



Date: October 15, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Family Foster Care Licensing

RECOMMENDATIONS: County Board Approval

DEPARTMENT OF ORIGIN: HEALTH & HUMAN SERVICES / Children's Services

CONTACT PERSON (Name and Phone Number): Carissa Golden, 218-333-4250

DATE SUBMITTED: October 1st, 2024

CLEARANCES: Minnesota Department of Human Services
Health and Human Services Director

BUDGET IMPACT: None

SUMMARY STATEMENT: To Approve: New, Renewal or Closing of Family Foster Care Homes.

**BELTRAMI COUNTY BOARD MEETING
October 15, 2024**

LICENSING OF FOSTER FAMILY HOMES FOR CHILDREN

NEW LICENSURE

Adriana & Robert McNeal Jr. (relative)
2312 Ash Ave NW
Bemidji, MN 56601

Leah Staples-Olari (relative)
1007 Washington Ave #22
Bemidji, MN 56601

Lynda and David Schwen (relative)
1104 Roosevelt Rd SE
Bemidji, MN 56601

Diane Gehrke (relative)
1717 1st St. E.
Bemidji, MN 56601

Cindy Tesar and Rebecca Reynolds (relative)
4509 Birchmont Dr. NE
Bemidji, MN 56601

RENEWAL

Closed



Meeting Date: October 15th, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Health and Human Services Warrants

RECOMMENDATIONS: Approval of bills paid

DEPARTMENT OF ORIGIN: Health and Human Services

CONTACT PERSON: Josh Burnham, Finance Manager 218-333-4197

DATE SUBMITTED: 10/9/2024

CLEARANCES: Anne Lindseth, HHS Director 218-333-4195

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing provided during work session

SUMMARY STATEMENT: Warrant are paid twice weekly upon approval of the division directors and director. Warrants are typically standard re-occurring invoices, client expenditures or items already approved by the Board of Commissioners through the budgetary process. The Warrant listing will be provided for the Commissioners review during the work session. All Warrants have been mailed to the vendors the week they were processed.



Meeting Date: Oct 15, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Certify Un-Paid Solid Waste Accounts from 1 October 2023 to 30 September 2024

RECOMMENDATIONS: Approve list of unpaid accounts as Delinquent, and forward to County Auditor for action.

DEPARTMENT OF ORIGIN: Solid Waste

CONTACT PERSON: Brian Olson, Director, 333-8278

DATE SUBMITTED: 10-1-24

CLEARANCES: N/A

BUDGET IMPACT:

EXHIBITS: List of Un-paid solid waste accounts is available for Board member review in the County Administrator's Office.

SUMMARY STATEMENT: Per solid waste ordinance No 13, amended December 1, 2020 at such times as the County Board deems advisable it may certify to the County Auditor all unpaid Solid Waste Service Charge Fees. It shall be the duty of the County Auditor, upon order of the County Board, to extend the assessments, with penalties to be carried into the tax becoming due and payable in January of the following year. Said delinquent charges shall be collected and enforced in the manner provided for the collection enforcement of the real or personal property taxes and shall be subject to the same penalties and the same rate of interest as taxed under the provisions of the laws of the State of Minnesota. A separate delinquent special assessment fee shall be placed on certified delinquent accounts, in accordance with the fee schedule as adopted by the County Board of Commissioners.

Note: Since many of the accounts will be paid between this approval and actual Delinquent Account Special Assessment entry, the list is made available to Board members but not disseminated for general public review.



Meeting Date: 10-15-24
 Beltrami County Commission
 Consent Agenda

AGENDA BILL

SUBJECT: Solid Waste Department is requesting approval to apply for a MPCA Grant

RECOMMENDATIONS: Recommend County Board to approve this Resolution to allow the Solid Waste Department to apply for a Greater Mn reduction, reuse, recycling, and composting Grant.

DEPARTMENT OF ORIGIN: Solid Waste

CONTACT PERSON: Brian Olson, Director, 333-8278

DATE SUBMITTED: 10-07-24

CLEARANCES:

BUDGET IMPACT: 2024-2025 (Currently Planned for in 2024 Pro Forma/Budget)

EXHIBITS: MPCA’s Draft Resolution

SUMMARY STATEMENT:

Beltrami County Solid Waste requests to apply for a Greater Minnesota Recycling and Composting Grant so we can look at improving overall coverage and opportunity to recycle.

This department was not successful last year at receiving this grant.

We need to look at moving the North Dale Oil Site due to road construction in Spring of 2025, this grant may help us offset the cost of moving the site, and improve the infrastructure at the same time. The grant has a \$50,000 minimum and \$250,000 max award amounts. This grant requires a 25% match, this can be monetary or In-Kind services or a combination of both.

Current forecasted project costs:

2024/2025 City of Bemidji Fern Rd Project:	
RFP Fence	\$4,600.00
RFP Camera	\$2,500.00
RFP Electrical	\$6,000.00
RFP Concrete X2	\$9,200.00
Compactor & Install (DMH)	\$30,798.50
BEC	\$4,230.00
Asphalt	\$48,000.00
Site Work	\$35,000.00
Engineering/Design/Permitting	\$15,000.00
Total Project Cost	\$155,328.50

Applications are due November 13, 2024

Please use the following format and specific language for your Authorizing Resolution (if required):

Minnesota Pollution Control Agency
Fiscal Year 2024 Grant Program
Authorization Resolution

Minnesota Pollution Control Agency
Fiscal Year 2023 Grant Program
Authorization Resolution

WHEREAS, Beltrami County has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FY2025 Greater MN Recycling and Composting Grant Program; and

WHEREAS, if MPCA funding is received, Beltrami County is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that Beltrami County enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

BE IT RESOLVED THAT the Beltrami Board of Commissioner's hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs Solid Waste Director to sign the grant agreement on its behalf.

Thomas Barry

(Print name of signing officer)

County Administrator

(Title)

(Signature of an officer with your governing body)

October 15, 2024

(Date your governing body agreed to this resolution)



Date: October 15, 2024
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: MCIT Voting Delegate and Alternate

RECOMMENDATIONS: Assign a MCIT Voting Alternate

DEPARTMENT OF ORIGIN: Human Resources

CONTACT PERSON: Ann Schroeder

DATE SUBMITTED: 10/03/2024

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: MCIT Letter and Request

SUMMARY STATEMENT: The Minnesota Counties Intergovernmental Trust (MCIT) is a risk-sharing pool that provides coverage and risk management services to Minnesota counties and other public entities. For Beltrami County they offer cost-effective solutions and comprehensive risk management to help us effectively address and mitigate risks for workers compensation as well as property and liability instances.

We received a letter to confirm Beltrami County's voting delegate and alternative for the 2024 Annual Meeting that will be held on Monday, December 9, 2024. Currently Richard Anderson is listed as the delegate and Reed Olson is listed as the alternate.

We are requesting a new alternate to be assigned. Please note this committee is not on the approved Commissioner Board Assignment list making it ineligible for per diem. In accordance with MN Statute 375.055 this assignment may be considered when the commissioner assignments are approved for January 1, 2025.



MCIT

Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100, St. Paul, MN 55103-1885 • 651.209.6400 • 1.866.547.6516 • MCIT.org

BOARD OF DIRECTORS

Ron Antony
Chair
Yellow Medicine
County
Commissioner

Don Wachal
Vice-chair
Jackson County
Commissioner

Randy Schrelfels
Secretary/Treasurer
Stearns County
Auditor-Treasurer

Marcia Ward
Winona County
Commissioner

Jack Swanson
Roseau County
Commissioner

Kirk Peysar
Aitkin County
Auditor

Kurt Mortenson
Otter Tail County
Commissioner

Brett Skyles
Itasca County
Administrator

Todd Patzer
Lac qui Parle
County
Commissioner

October 1, 2024

RE: VOTING DELEGATES AND ALTERNATES

Dear: Ann Schroeder

The 2024 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 9, 2024 at 4:00 p.m.
(Registration to begin at 3:30)
Atrium 1 (2nd Floor)
Double Tree Hotel, Bloomington, MN

Elections will be held during the meeting for three seats on the MCIT Board of Directors. Details about the annual meeting and election will be sent to all eligible candidates in early October and are also available at www.mcit.org. The MCIT Bylaws provide for the designation of an official county voting delegate and alternate for purposes of the election. Our records indicate that your voting delegate and alternate are as follows:

Delegate: Richard Anderson

Alternate: Reed Olson

IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER. If this is incorrect, or if you want to change your voting delegate or alternate prior to the annual meeting, please note the change(s) on the enclosed designation form. If changes are needed, the form must be signed by you and returned to MCIT by **October 31, 2024**. The form can be mailed, emailed or faxed. Thank you for your attention to this matter and we look forward to seeing you at the 2024 annual meeting.

Sincerely,

Gerd Clabaugh
Executive Director

cc: County Administrator, Coordinator, Auditor or Auditor-Treasurer

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

2024 VOTING DELEGATE AND ALTERNATE

DESIGNATION FORM

County: Beltrami County

The member county named herein designates the following individuals to serve as its voting delegate and alternate:

Delegate: Richard Anderson

Alternate: Reed Olson

_____ Date _____
Official of County Member

If changes to the above voting delegate and/or alternate are needed, please return this form to MCIT no later than October 31, 2024 by mail, email or fax:

MCIT
100 Empire Drive, Suite 100
St. Paul, MN 55103-1885

Email: info@mcit.org

Fax: 651.209.6496



**DATE: October 15, 2024
Beltrami County Commission
Regular Meeting Agenda**

AGENDA BILL

SUBJECT: Commissioners' Business Items

RECOMMENDATIONS: Discussion

DEPARTMENT OF ORIGIN: N/A

CONTACT PERSON (Name and Phone Number): N/A

DATE SUBMITTED: October 8, 2024

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: N/A

SUMMARY STATEMENT:

Discussion of:

- Legislative/Lobbying Issues
- Commissioners' Reports
- Review Upcoming Meeting Schedule

BELTRAMI COUNTY BOARD OF COMMISSIONERS
PROPOSED 2024 MEETING SCHEDULE
AS OF: January 1, 2024 subject to change

October 15, 2024

3:00 p.m. Work Meeting, Board Room
 5:00 p.m. Regular Board Meeting, Board Room
 Beltrami County Administration Building

November 12, 2024

3:00 p.m. Work Meeting, Board Room
 5:00 p.m. Regular Board Meeting, Board Room
 Beltrami County Administration Building

November 19, 2024

3:00 p.m. Work Meeting, Board Room
 5:00 p.m. Regular Board Meeting, Board Room
 Beltrami County Administration Building

December 3, 2024

3:00 p.m. Work Meeting, Board Room
 5:00 p.m. Regular Board Meeting, Board Room
 Beltrami County Administration Building
 6:00 p.m. Budget Hearing/Truth in Taxation Hearing

December 17, 2024

3:00 p.m. Work Meeting, Board Room
 5:00 p.m. Regular Board Meeting, Board Room
 Beltrami County Administration Building

Township Officer Meeting:

Northern Town Hall

Beltrami Association of Officers (BATO)

4th Tuesday @ 6:30 pm

April 23 Craig Gaasvig
 October 22 John Carlson

2024 Chat-About Radio Sessions:

Arrive to tape interview at 9:30 a.m.

August 6	Craig Gaasvig
August 20	Joe Gould
September 3	Richard Anderson
September 17	Tom Barry
October 1	John Carlson
October 15	Craig Gaasvig
November 12	Joe Gould Tom Barry
November 19	Richard Anderson
December 3	Richard Anderson
December 17	John Carlson

Management Team Schedule

County Board Room

Monthly @ 8:30 am

Subject to change

June 12	Joe Gould
July 10	Joe Gould
August 14	Richard Anderson
September 11	Tim Sumner John Carlson
October 9	John Carlson Craig Gaasvig
November 13	Craig Gaasvig Tim Sumner
December 11	Joe Gould