



# BELTRAMI COUNTY

## REGULAR MEETING AGENDA

Beltrami County Board of Commissioners  
November 19, 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](mailto: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 November 12, 2024 as presented. Minutes of the Board of Commissioners Work Meeting held on November 12, 2024. [pg. 1](#)
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** [pg. 10](#)
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** [pg. 11](#)
- 7d. **Auditor/Treasurer: Approval and Certification of 2025 Ditch Benefit Percentages** [pg. 12](#)
- 7e. **Assessor: Approval of Resolution to Reappoint County Assessor** [pg. 14](#)
- 7f. **Environmental Services: Approval of Resolution to Submit and Adopt the One Watershed One Plan Upper & Lower Red Lake Plan to BWSR** [pg. 17](#)
- 7g. **Environmental Services: Approval and Authorization of Memorandum of Agreement for Implementation of 1W1P Upper & Lower Red Lake Plan** [pg. 19](#)
- 7h. **Environmental Services: Approval to Set Public Hearing Date for Ordinance to Regulate Cannabis Businesses** [pg. 30](#)
- 7i. **Health & Human Services: Approval of Family Child Care Licenses** [pg. 46](#)
- 7j. **Health & Human Services: Approval of Family Foster Care Licenses** [pg. 49](#)
- 7k. **Health & Human Services: Approval of Bills Paid** [pg. 51](#)
- 7l. **Highway Department: Approval of Resolution and Agreement for Road Maintenance with the City of Solway** [pg. 52](#)
- 7m. **Natural Resource Management: Approval of Consumer Scale Agreement** [pg. 59](#)
- 7n. **Sheriff: Approval of Resolution to Enroll Deputy in PERA Police & Fire Plan** [pg. 61](#)

**REGULAR AGENDA**  
**5:10 p.m.**

- 8. **Jail Bid Results and GMP Amendment** [pg. 63](#)
- 9. **Classification and Compensation Study** [pg. 86](#)
- 10. **Additional Items**

**COMMISSIONERS' BUSINESS ITEMS**

11. **Legislative/Lobbying Issues**
12. **Commissioners' Reports**
13. **Review Upcoming Meeting Schedule**
14. **Adjourn**

[pg. 87](#)

Date: November 19, 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:** November 14, 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  
November 12, 2024**

The Beltrami County Board of Commissioners met in regular session on November 12, 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 5:03 p.m. Commissioners Craig Gaasvig, Joe Gould, Tim Sumner, and Richard Anderson were present.

**GENERAL COMMENTS - BOARD CHAIR**

None.

**CITIZENS ADDRESSING THE BOARD**

Bidal Duran, County resident on Division St. presented himself as the MN House Representative elect for District 2A. He was looking to visit with the Commissioners and Staff to gather information and important issues in Beltrami County to bring to his position with the State House of Representatives.

**APPROVAL OF AGENDA**

The following item was moved from the Work Session Agenda and added to the Regular Agenda:

- Administrator's Report

**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 Gaasvig, 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 October 15, 2024, and the Minutes of the Board of Commissioners Regular Meeting held October 15, 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 LOST Authorization Resolution

The Board, by adoption of its Consent Agenda, approved the Jail Local Option Sales and Use Tax Resolution:

WHEREAS, the Minnesota Department of Corrections issued a Notice of Deficiency and has required substantial investments in the current Beltrami County Jail; and

WHEREAS, the Beltrami County Board ("Board"), by resolution, committed to address the deficiencies and work towards long term solutions to mitigate the deficiencies; and

WHEREAS, the Board commissioned a Needs Assessment and Feasibility Study and approved moving forward with the design and construction of a new jail on November 15, 2022; and

WHEREAS, Beltrami County ("the County") has completed the planning and design process to replace the current 35-year-old County jail; and

WHEREAS, Minnesota LAWS 2023, Chapter 64, Article 10, Section 25 ("the First Special Law") authorized the County to impose by ordinance a sales and use tax of five-eighths of one percent ("0.625%") to pay the costs of collecting and administering the tax, and to finance up to \$80,000,000, plus associated bonding costs, for the construction of a new jail; and

WHEREAS, the County Board of Commissioners approved the First Special Law by resolution (#23-08-36), and the County Administrator filed a certificate of valid approval with the Minnesota Secretary of State on August 14, 2023; and

WHEREAS, Beltrami County Voters approved the imposition of the new Sales and Use Tax at the November 7th 2023 Election; and

WHEREAS, Minnesota LAWS 2024, Chapter 76, Section 6 retroactively amended Minnesota LAWS 2023, Chapter 64, Article

10, Section 25 ("the Second Special Law") to authorize the County to hold the referendum election on November 7, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Commissioners hereby approves the Second Special Law as amended effective retroactively from March 15, 2024;

AND BE IT FURTHER RESOLVED, that the County Administrator is directed to file the necessary certificate with the Minnesota Secretary or State;

Approved MCHP Access Transportation and Social Services Transportation Contract

The Board, by adoption of its Consent Agenda, approved the Health and Human Services Contract for coordination and provision of MN Health Care Programs (MHCP) Access Transportation and Social Services Transportation, 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 City of Solway Road Maintenance Agreement

The Board, by adoption of its Consent Agenda, approved the City of Solway Road Maintenance Agreement for services provided by the Beltrami County Highway Department.

Approved Final Pay Voucher SAP 004-620-009

The Board, by adoption of its Consent Agenda, approved the Final Pay Voucher for project SAP 004-620-009 CSAH 20/Birchmont Beach Road grading, aggregate base and bituminous resurfacing, as submitted.

Approved Final Pay Voucher SAP 004-599-051

The Board, by adoption of its Consent Agenda, approved the Final Pay Voucher for project SAP 004-599-051 box culverts, bridge removal, grading and surfacing, as submitted.

Approved Contract with Joint Counties Natural Resource Board

The Board, by adoption of its Consent Agenda, approved the Contract agreement between the County Natural Resources Management Department and the Joint Counties Natural Resources Board, as submitted.

Approved ISC Digitizing Agreement

The Board, by adoption of its Consent Agenda, approved the Agreement with ISC for digitizing mortgage, deed and miscellaneous books in the Recorder's Office.

**REGULAR AGENDA**

County Assessor Reappointment

The Reappointment of Kaleb Bessler as the County Assessor for a new four year term beginning January 1, 2025 requires approval of a Resolution to appoint and a swearing in process.

Board Chair John Carlson performed the swearing in of Kaleb Bessler as County Assessor for a new four year term beginning January 1, 2025.

DNR Land Purchase Option Extensions

Natural Resource Management Director, Shane Foley presented MN DNR land purchase option extension for two of three parcels of tax-forfeited land to be sold to the DNR, as they have expired. These extensions allow for further discussion between the County and the DNR prior to the sales being finalized.

A motion was made by Commissioner Gaasvig, and seconded by Commissioner Anderson, to approve and authorizing signing of the two land purchase option extensions with the MN DNR. Unanimously carried.

MN Indian Affairs Council CSC Lease Agreement

Facilities Manager, Steve Shadrick presented a new three year term lease agreement with the MN Indian Affairs Council for 932 sq/ft of office space in the Community Services Center.

A motion was made by Commissioner Gould, and seconded by Commissioner Sumner, to approve the New tenant, three year lease with the MN Indian Affairs Council for 932 sq/ft of office space in the Community Services Center, as submitted. Unanimously carried.

Motorola VESTA 911 as-a-Service

Emergency Management Director, Chris Muller is requesting on behalf of the Sheriff's Office to enter a five year contract with Motorola for VESTA as-a-Service for the PSA system emergency and administrative calling system. This will replace the current end-of-life equipment.

A motion was made by Commissioner Gaasvig, and seconded by Commissioner Gould, to approve a five year contract with Motorola for VESTA as-a-Service. Unanimously carried.

New Hire Deputy Starting Pay

Sheriff Jason Riggs presented the request to hire Deputy Henry Pendleton at pay grade 11 step 5 (\$34.98) on the 2024 pay scale based on his training, experience level and years of service with the City of Bemidji Police Department.

A motion was made by Commissioner Gould, and seconded by Commissioner Gaasvig, to approve hiring Deputy Henry Pendleton at pay grade 11 step 5 on the 2024 pay scale. Unanimously carried.

Administrator's Report

- Jail Project Update
  - Bid process is complete. Estimates came in \$5-5.5 million under budget. The Gross Max Price (GMP) will be sent to the Board for approval on November 19.
- Budget committee has been working with Health & Human Services on their 2025 Budget.
- There will be one new Commissioner to onboard. The Board was in favor of conducting a one-on-one orientation rather than a full board orientation.
- Commissioner's Conference Room upgrades are nearly complete.
- Working on Legislative Priorities. Get any suggestions in to Administrator asap.
- There will be a Joint County/City meeting on Monday, November 18.
- Next County Board meeting is next week, November 19.

**COMMISSIONERS' BUSINESS**

Legislative/Lobbying Issues & Commissioners' Reports

- Commissioner Sumner will retain his committee assignments in 2025
- Commissioner Gould thanked the Citizens on his re-election as District 2 County Commissioner
- Commissioner Gaasvig updated on several committee assignments
- Commissioner Carlson updated on several committee assignments and a shout out to Tanya Prim, with Health and Human Services, Adult Services Division for the organization and implementation of the Senior Cleanup Day Project.

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be November 19, 2024, in the Board Room of the County Administration Building.

**MEETING ADJOURNMENT**

A motion to adjourn the Board meeting at 5:40 p.m. was made by Commissioner Anderson, seconded by Commissioner Gaasvig, and unanimously carried.

---

John Carlson, Chair

---

Thomas H. Barry, County Administrator

# WORK MEETING MINUTES

**Beltrami County Board of Commissioners**  
**November 12, 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. CLOSED SESSION**

A motion was made by Commissioner Anderson, and seconded by Commissioner Gaasvig, to begin the closed session. Motion carried unanimously.

A motion was made by Commissioner Anderson, and seconded by Commissioner Gaasvig, to end the closed session at 4:00 pm and return to the regular Work Agenda. Motion carried unanimously.

**3. Introduction of New Employees**

One new Corrections Officer was introduced by Jail Administrator Calandra Allen.

**4. Identify Future Work Meeting Topics**

None.

**5. 2024 General Election Review**

Auditor-Treasurer, JoDee Treat provided some highlights from the 2024 Election:

- Total number of persons voting in Beltrami County was 25,043
- Regular voter turnout of 76%; mail ballot turnout of 84%
- Extended hours/days/locations for absentee voting
- Several election day challenges
  - DS200 jump drive malfunctions
  - Emergency crew sent to Redby

Canvassing will be conducted on November 13, 2024 and post election review on November 20, 2024.

**6. Broadband Report**

Greater Bemidji Executive Director, Dave Hengel and Paul Bunyan Communications General Manager, Gary Johnson updated the Board on the high speed broadband internet services provided by Paul Bunyan Communications. Paul Bunyan's GigaZone, fiber optic communication network has been growing and out performing all other forms of internet communication and is expanding it's services area well beyond the borders of Beltrami County. The Center on Rural Innovation did a report on the role of broadband in rural economic growth and resilience, featuring Paul Bunyan Communications and the GigaZone. The GigaZone is a valuable tool leveraged by Greater Bemidji in promoting and attracting business and growth to our region.

**7. 2024 Crude Oil Spill Site Update**

USGS Site Manager, Jared Trost reviewed the 204 projects and activities at the National Crude Oil Spill Fate and Natural Attenuation Research Site located on tax-forfeited land in Lammers Township.

Mr. Trost gave a brief history of the site, since the incident in 1979. He reviewed goals and partnerships for work at the site as well an update on recent activities. The site continues to be a valuable laboratory where industry, regulators and academics can collaboratively examine the significant societal issues of petroleum spills.

**8. Wellness Committee Year in Review**

In February 2024, the Board approved a Carter for the Beltrami County Wellness for Life Committee. Amy Bowles, along with fellow committee members Kristine Bommersbach and Merci White, reviewed the committee mission and goals to provide activities and resources to promote and develop health and well-being among county employees. They highlighted several activities and workshops that have been provided to date.

**9. Administrator's Report**

This item was moved to the regular agenda due to time constraints.

**10. Other Business Items**

**a) Review Bills**

**b)**

**11. Review Agenda for the November 12, 2024 Regular Board Meeting**

**12. Adjourn**

The Work Session was adjourned at 4:58 p.m.



Meeting Date: November 19, 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:** November 14, 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: November 19, 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:** November 14, 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: November 19, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Certify Ditch Benefit Percentages

**RECOMMENDATIONS:** Adopt the 2025 Ditch Benefit percentages as recommended by the County Engineer.

---

**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** November 14, 2024

**CLEARANCES:** County Engineer, Bruce Hasbargen

**BUDGET IMPACT:** NA

**EXHIBITS:** 2025 Proposed Ditch Assessment Spreadsheet

**SUMMARY STATEMENT:**

County Engineer, Bruce Hasbargen has recommended Ditch Assessments for payable 2025. Each parcel was originally assigned a ditch benefit dollar amount. The percentage adopted by the Board is multiplied by that ditch benefit amount to arrive at the amount assessed on the parcel. These recommendations of what needs to be collected per ditch are the best estimate by monitoring the fund balance of each ditch as well as the projected maintenance needs for each ditch.

# 2025 Proposed Ditch Assessments

Ditch #	Total		Private Ditch Benefit	State Ditch Benefit	Federal Ditch Benefit	2025 Levy Percent	2024			2025					
	Ditch Benefit	Ditch Benefit					8/1/2024 Cash Balance	Estimate 2nd Half	Estimate Private	Estimate Remain Expense	Estimate EOY Cash Balance	Private Revenue	State Revenue	Planned Expenditures	Expected Cash Balance
2	11,663.00	11,663.00	11,663.00	-	-	25.79%	4,612.22	1,500.00	1,500.00	-	6,112.22	3,007.89	-	1,000.00	6,620.11
1	6,731.25	6,731.25	6,731.25	-	-	40.00%	7,332.02	675.00	675.00	-	8,007.02	2,692.50	-	25,000.00	(14,975.48)
3	29,510.00	13,333.39	13,333.39	16,176.61	240.00	10.00%	40,313.91	650.00	650.00	-	40,963.91	1,333.34	1,617.66	1,000.00	42,264.91
4	23,702.00	11,077.00	11,077.00	12,385.00	660.00	15.00%	2,948.16	830.00	830.00	-	3,778.16	1,661.55	1,857.75	1,000.00	5,467.46
5	20,850.00	7,360.30	7,360.30	12,829.70	440.00	20.00%	23,217.14	725.00	725.00	-	23,942.14	1,472.06	2,565.94	1,000.00	26,255.14
8	30,005.45	2,921.37	2,921.37	26,644.08	1,264.00	0.00%	56,584.41	275.00	275.00	-	56,859.41	584.27	5,328.82	1,000.00	61,497.50
10	67,170.50	36,999.00	36,999.00	28,907.50	4,725.00	5.00%	70,151.02	-	-	-	70,151.02	-	-	1,000.00	69,151.02
11	568,613.90	197,404.68	197,404.68	366,484.22	380.00	0.00%	50,018.71	-	-	-	50,018.71	9,870.23	18,324.21	60,000.00	18,213.16
12	202,399.00	67,479.83	67,479.83	134,539.17	82,273.43	0.00%	118,107.11	-	-	-	118,107.11	-	-	60,000.00	58,107.11
14	108,018.00	9,060.07	9,060.07	82,273.43	16,684.50	0.00%	61,582.62	-	-	-	61,582.62	-	-	1,000.00	60,582.62
15	43,260.00	11,031.08	11,031.08	31,068.92	1,160.00	20.00%	49,201.86	1,000.00	1,000.00	-	50,201.86	2,206.22	6,213.78	1,000.00	56,921.86
18	23,275.00	380.00	380.00	21,295.00	1,600.00	5.00%	1,055.75	10.00	10.00	-	1,065.75	19.00	1,064.75	1,000.00	1,139.50
21	327,465.00	26,495.00	26,495.00	282,243.00	18,727.00	5.00%	75,093.35	-	-	-	75,093.35	1,324.75	14,112.15	70,000.00	20,530.25
31	68,223.00	9,942.00	9,942.00	58,281.00	-	0.00%	43,875.46	-	-	-	43,875.46	-	-	1,000.00	42,875.46
32	14,635.00	14,635.00	14,635.00	-	-	5.00%	721.72	365.00	365.00	-	1,086.72	731.75	-	1,000.00	453.47
34	113,019.00	47,482.66	47,482.66	65,032.34	504.00	20.00%	32,387.83	4,750.00	4,750.00	-	37,137.83	9,496.53	13,006.47	1,000.00	53,890.83
35	14,222.00	13,209.60	13,209.60	1,012.40	-	105.50%	34,064.47	7,000.00	7,000.00	-	41,064.47	13,936.13	1,068.08	10,000.00	39,068.68
	<b>1,672,762.10</b>	<b>487,205.23</b>	<b>487,205.23</b>	<b>1,139,172.37</b>	<b>46,384.50</b>		<b>671,267.76</b>	<b>17,780.00</b>	<b>17,780.00</b>	<b>-</b>	<b>689,047.76</b>	<b>48,336.22</b>	<b>65,159.61</b>	<b>237,000.00</b>	<b>547,763.59</b>

1,672,762.10

  
 Engineer

10/7/24  
 Date



**Meeting Date:** Nov. 19, 2024  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** County Assessor Reappointment

**RECOMMENDATIONS:** Approve Resolution to Reappoint County Assessor

---

**DEPARTMENT OF ORIGIN:** Assessor

**CONTACT PERSON:** Kaleb Bessler, County Assessor 218-333-4111

**DATE SUBMITTED:** 11/14/24

**CLEARANCES:** N/A

**BUDGET IMPACT:** N/A

**EXHIBITS:** Resolution, Oath of Office

**SUMMARY STATEMENT:** Reappointment required to fulfill the duties of County Assessor. Oath of Office was performed at the November 12, 2024 Regular Board Meeting. New four term of office begins January 1, 2025.

**BOARD OF COUNTY COMMISSIONERS  
BELTRAMI COUNTY, MINNESOTA**

DATE:

RESOLUTION #

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

---

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED THE RESOLUTION TO  
REAPPOINT THE COUNTY ASSESSOR**

---

**WHEREAS**, Minn. Stat. §273.061 declares that the term of office as County Assessor shall begin on January 1 of every fourth year after 1973; and **WHEREAS**, January 1, 2025, will begin a new term of office for county assessors statewide. **THEREFORE**, BE IT RESOLVED, that the Beltrami Board reappoints:

Kaleb Bessler, County Assessor

to a four-year term beginning on January 1, 2025, through December 31, 2028, pursuant to the provisions of Minn. Stat. § 273.061, subject to the approval of the Commissioner of Revenue.

YES

NO

Gaasvig  
Gould  
Anderson  
Sumner  
Carlson

---

STATE OF MINNESOTA        )  
                                          ) ss.  
COUNTY OF BELTRAMI     .)

I, Tom Barry County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on November 19, 2024, now on file in my office and have found the same to be a true and correct copy thereof.

---

Thomas H. Barry, County Administrator

# County Assessor Oath of Office

State of Minnesota

County of Beltrami

I, Kaleb Bessler do swear and affirm that I will support the constitution of the United States and the Constitution of the State of Minnesota, and that I will be diligent, faithful, and impartial in the performance of the duties of the office of County Assessor for the County of Beltrami, in the State of Minnesota, to the best of my judgement and ability in accordance with the law.

Kaleb Bessler  
Signature

Subscribed and sworn before me this 12<sup>th</sup> day of Nov 2024.

Signature of Notary Public

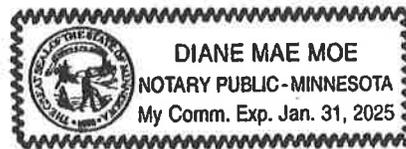
Date Commission Expires

Diane Moe  
Diane Moe

1-31-25

printed name

County of residence Beltrami





**Meeting Date: November 19, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: One Watershed One Plan (1W1P) Upper and Lower Red Lake plan submittal to BWSR and adoption**

**RECOMMENDATIONS:** Pass resolution to submit final draft plan to BWSR for approval, and if approved by BWSR, adopt as the official County Water Plan for the Upper and Lower Red Lake Watershed.

---

**DEPARTMENT OF ORIGIN:** Environmental Services Department

**CONTACT PERSON:** Brent Rud 218-333-4158

**DATE SUBMITTED:** November 13, 2024

**CLEARANCES:** N/A

**BUDGET IMPACT:** this plan will be fully funded for implementation through BWSR Clean Water Legacy Grants and will not impact the County Levy

**EXHIBITS:** Resolution to submit and adopt ULRL 1W1P

**SUMMARY STATEMENT:** The 1W1P Upper/Lower Red Lake is in the final stage of the planning process. The next steps are to submit the plan to BWSR for approval, adopt the plan as the official control for the local water management plan, and implement the plan. This resolution is the final County action required in the planning process for this watershed. The next phase will be a 10 year implementation phase that will begin in 2025 after we have an implementation grant signed and approved.

**Resolution to Submit, Adopt, and Implement  
The Upper/Lower Red Lake Watershed  
Comprehensive Plan**

**Whereas**, Beltrami County is a member of the Upper/Lower Red Lake Watershed One Watershed, One Plan Policy Committee; and

**Whereas**, Beltrami County has been an active participant in the development of the Upper/Lower Red Lake Watershed Comprehensive Plan (Plan); and

**Whereas**, Beltrami County recommended Upper/Lower Red Lake One Watershed, One Plan Policy Committee submit the Plan for 60-day comment; and

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

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

**Now; Therefore, Be it Resolved**, Beltrami County will approve submission of the plan to the Board of Water and Soil Resources Board. Beltrami County hereby adopts and will begin implementation of the Plan for the area of the County identified within the Plan, contingent on recommendation of plan approval by the BWSR Northern Committee and subsequent BWSR approval.

---

**CERTIFICATION**

**STATE OF MINNESOTA**

Beltrami County

I do hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by Beltrami County at a duly authorized meeting therefore held on the 19<sup>th</sup> of November, 2024.

---

Beltrami County Administrator



Meeting Date: November 19, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** One Watershed One Plan (1W1P) Upper and Lower Red Lake plan  
Memorandum of Agreement for implementation

**RECOMMENDATIONS:** Authorize and sign the Memorandum of Agreement (MOA) titled "Upper/Lower Red Lake Watershed Comprehensive Watershed Management Plan Implementation Agreement".

---

**DEPARTMENT OF ORIGIN:** Environmental Services Department

**CONTACT PERSON:** Brent Rud 218-333-4158

**DATE SUBMITTED:** November 13, 2024

**CLEARANCES:** N/A

**BUDGET IMPACT:** this plan will be fully funded for implementation through BWSR Clean Water Legacy Grants and will not impact the County Levy

**EXHIBITS:** Upper/Lower Red Lake Watershed Comprehensive Watershed Management Plan Implementation Agreement

**SUMMARY STATEMENT:** The next phase for the Upper/Lower Red Lake 1W1P will be a 10 year implementation phase that will begin in 2025 after we have an implementation grant signed and approved. In order to receive that grant, the partners are required to sign a MOA that lays out the partnerships, identifies the partners, and roles and responsibilities. The partners on this MOA include Beltrami County, Beltrami Soil & Water Conservation District, Red Lake Watershed District, and the Red Lake Band of Ojibwe.

**UPPER/LOWER RED LAKE WATERSHED  
COMPREHENSIVE WATERSHED MANAGEMENT PLAN  
IMPLEMENTATION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date"), by and between Beltrami County (the "County"); Beltrami Soil and Water Conservation District (the "Conservation District"); Red Lake Band of Chippewa Indians (the "Red Lake Nation"); and the Red Lake Watershed District (the "Watershed District"), all Minnesota political subdivisions, except the Red Lake Nation, which is a federally recognized Indian tribe, collectively referred to herein as the Parties.

**RECITALS**

**WHEREAS**, the County has the statutory authority to carry out environmental programs and land use controls pursuant to Minn. Stat. Ch. 375, and as otherwise provided by law; and

**WHEREAS**, the Soil Water Conservation District (SWCD) is a political subdivision of the State of Minnesota and has the statutory authority to carry out erosion control and other soil and water conservation programs pursuant to Minn. Stat. Ch. 103C, and as otherwise provided by law; and

**WHEREAS**, the Red Lake Nation is a federally recognized Indian Tribe with both inherent authority and delegated federal authority to carry out environmental programs and land use controls, and with statutory authority, pursuant of Minnesota Statutes Section 471.59, to enter into joint powers agreements with other state governmental units; and

**WHEREAS**, the Watershed District is a political subdivision of the State of Minnesota with the statutory authority to conserve the natural resources of the state by land use planning, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources pursuant to Minn. Stat. Chs. 103B, 103D, and 103E and as otherwise provided by law; and

**WHEREAS**, the Parties have a common interest and/or statutory authority to implement the Upper/Lower Red Lake Watershed Comprehensive Watershed Management Plan (the "Plan") to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, related pollution, and siltation in order to reduce damages caused by floods, protect the tax base, protect water quality, preserve and conserve natural resources, ensure continued soil productivity, preserve wildlife, and protect public land and waters; and

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minn. Stat. Chs. 103B, 103C, and 103D, and public drainage systems pursuant to Minn. Stat. Ch. 103E, this Agreement does not change the rights or obligations of public drainage system authorities; and

**WHEREAS**, pursuant to Minn. Stat. § 103B.101, subd. 14, the Minnesota Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved

and adopted, according to Chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan, otherwise known as “One Watershed, One Plan;” and

**WHEREAS**, it is understood by the Parties, that the Plan does not replace or supplant local land use, planning, and/or zoning authorities – but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis, and to allow local governments units (LGUs) to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis; and

**WHEREAS**, the Parties have formed this Agreement for the specific purpose of implementing the Plan pursuant to authority granted under Minn. Stat. § 103B.801; and

**WHEREAS**, the purposes and goals of the One Watershed, One Plan that are specified in this agreement are consistent with the Red Lake Nation’s goal of maintaining the purity of Upper and Lower Red Lakes, and the soil and lands in the vicinity of the lakes.

**NOW, THEREFORE**, the Parties agree that the above recitals are true and correct, and in consideration of the foregoing recitals and mutual covenants, promises, and agreements under this Agreement, the Parties hereby agree as follows:

## **AGREEMENT**

**1. Purpose.** The purpose of this Agreement is to collectively implement, as local government units (LGUs), the Plan while providing assurances that decision-making spanning various political boundaries, is supported by a written commitment from the participants. The Parties are authorized to enter into this Agreement pursuant to Minn. Stat. § 471.59 and recognize the importance of partnerships to implement protection and restoration efforts for the Upper/Lower Red Lake Watershed (*Attachment A-Map*) on a cooperative and collaborative basis. Parties signing this agreement will be collectively referred to as: Upper/Lower Red Lake Planning Partnership.

**2. Relationship of the Parties.** This Agreement does not establish a joint powers entity, joint venture, or partnership; rather it sets the terms and provisions by which the Parties “may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.” Minn. Stat. § 471.59. This Agreement does not include a financial obligation, but rather an ability to share resources and grant funds. As is permitted under the joint exercise of powers statute, Minnesota Statutes Section 471.59, the parties agree that under this Agreement, and as agreed upon and directed by the Policy Committee, one or more of the parties may exercise power common to them on behalf of the other participating units, such as they have done under the Memorandum of Agreement where the Beltrami Soil Water Conservation District is the fiscal agent and provides the day-to-day administrative duties of the Upper/Lower Red Lake Implementation Partnership.

**3. Term.** This Agreement commences on the Effective Date and expires upon expiration of the Plan, which has an initial term of ten (10) years, unless terminated sooner as provided under this Agreement. If the term of the Plan is extended by the Parties, this Agreement shall extend equivalent to any subsequent term of the Plan, unless terminated sooner as provided under this Agreement.

**4. Adding Parties.** A qualifying party within the Upper/Lower Red Lake Watershed, that is responsible for water planning and resource management according to state law, desiring to become

a member of this Agreement shall indicate its intent to join by having its governing body adopt a resolution of intent and filing it with the Policy Committee for consideration. The signed resolution shall be mailed to the existing Policy Committee to initiate consideration by the Policy Committee to join the Plan. Upon approval, the joining party automatically agrees to abide by the terms and conditions of this Agreement; including, but not limited to, the rules, policies, and operating guidelines adopted by the Policy Committee.

**5. Withdrawal of Parties.** A party desiring to withdraw membership from the Plan shall indicate its intent, in writing, to the Policy Committee in the form of a resolution adopted by its governing body. Written notice must be made at least thirty (30) days in advance of withdrawing from the Plan. Any party that withdraws from the Plan remains obligated to comply with the terms of any grants that party has at the time of the party's notice to withdraw and is obligated to participate until the grant expires or closes-out. **General Provisions:**

- a. **Compliance with Laws/Standards:** The parties agree to abide by all federal, Tribal, state, and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
- b. **Sovereignty of the Red Lake Band of Chippewa Indians:** The parties to this Memorandum of Agreement agree to respect the sovereignty of the Red Lake Band of Chippewa Indians over its lands and waters.
- c. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466, and other applicable laws govern the liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party. The single governmental unit shall be sufficiently insured to cover any potential liabilities that may arise from the unit's activities.
- d. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) and the Official Records Act (Minnesota Statutes Section 15.17). At the time this agreement expires, all records will be turned over to the Beltrami Soil Water Conservation District for continued retention. Each Party may also request and receive, copies of all the records.
- e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- g. **Amendment of Memorandum of Agreement:** This MOA may be amended by approval of the Policy Committee with final approval by each of the above-listed County Boards of Commissioners, SWCD Boards of Supervisors, the Watershed District Board of Managers,

and Tribal Council.

**6. Committees.** Committees are established to carry out the coordinated implementation of the Plan. The Parties agree to establish a Policy Committee, a Steering Committee, and an Advisory Committee in accordance with this Agreement.

a. **Policy Committee.** The Parties agree to establish the Policy Committee for the purpose of implementing the Plan. The Policy Committee will operate cooperatively and collaboratively, but not as a separate entity or governing body. The Parties agree to appoint one (1) representative, either an elected or appointed official of the respective party, to serve on the Policy Committee. Each party's governing body may choose to appoint an alternate, either an elected or appointed official of the respective party, to serve on the Policy Committee in the event the appointed representative is unavailable. Each party will have one (1) vote regardless of whether they choose to appoint an alternate.

i. Authority. The Policy Committee will make recommendations to the Fiscal Agent and to individual governing bodies with respect to grant agreements and amendments, interim reports, project related payments, professional contracts, work plans, budgets, and activities. Each representative is responsible for providing timely and accurate information to their respective governing bodies when actions are required by individual governing bodies of the Parties and shall act only as directed by their respective governing bodies. The Policy Committee will meet as needed, but no less than annually, to decide on the implementation of the Plan.

ii. Operating Guidelines. The Policy Committee will establish operating guidelines to describe the functions and operations of the committees. Once established, the committees will follow the adopted operating guidelines. The Policy Committee may amend the operating guidelines as it sees fit.

iii. Work Plan and Budget. The Policy Committee shall review and approve an annual work plan and budget consisting of an itemized statement of the revenues and expenses of implementing the Plan for the ensuing calendar year which shall be presented to the respective governing bodies that are represented on the Policy Committee.

iv. Liaison. Representatives of the Policy Committee serve as liaisons to their respective governing bodies.

b. **Steering Committee.** The Steering Committee will consist of one (1) staff member from each of the Parties or their alternate. The Steering Committee will provide support and make recommendations on implementing the Plan, including identification of priorities. The Steering Committee will meet as needed but at least quarterly to discuss project and grant status.

c. **Advisory Committee.** The Policy Committee may appoint technical representatives to an Advisory Committee to provide support and make recommendations on implementation of the Plan. The Advisory Committee may consist of the Steering Committee, contacts for the state's main water agencies, and/or plan review agencies, and area stakeholders. The Advisory Committee will meet as needed.

**7. Fiscal Agent.** The Policy Committee shall appoint one (1) of the Parties to be the Fiscal Agent. The Fiscal Agent will provide direct time tracking and expenses for grant reimbursement to their

respective LGU. Local grant administration, management, and reporting that is directly related to and necessary for implementation are considered grant eligible activities. The Fiscal Agent agrees to:

- a. Accept fiscal responsibilities associated with grant agreements and execute the grant agreement in conjunction with the respective party receiving grant funds.
- b. Execute subcontracts with grant recipients describing how funds will be disbursed for the respective projects.
- c. Perform financial transactions as part of Plan implementation, including reporting requirements.
- d. Pursuant to Minn. Stat. § 471.59, subd. 3, be strictly accountable for all funds and regularly report all receipts and disbursements and annually provide interim/final reports and a full and complete audit report to the Policy Committee and the Parties' respective governing bodies.
- e. Provide the Policy Committee and the Steering Committee with such records as are necessary to describe the financial condition of the various grant agreements.
- f. Be responsible for fiscal records retention consistent with the Fiscal Agent's records retention schedule.
- g. Convene meetings as needed.

**8. Plan Administrator/Coordinator.** The Policy Committee may appoint one (1) of the Parties to fulfill the duties of Plan Administrator. Local grant administration, management, and reporting that is directly related to and necessary for implementation are considered grant eligible activities. If an individual Plan Administrator is appointed, the Plan Administrator will provide direct time tracking for grant reimbursement to their respective LGU. These duties may also be delegated to the Steering Committee. The Plan Administrator agrees to provide the following services under this Agreement:

- a. Handle administrative responsibilities associated with the implementation of the Plan and any subsequent grant(s), if any, the Parties apply for and receive to implement the Plan.
- b. Be the main point of contact for the Plan and grant agreements, if any, the Parties apply for/request and receive.
- c. Be responsible for BWSR and other grant reporting requirements.
- d. Provide for proper public notice of all meetings.
- e. Ensure the minutes of Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee and maintain a file of all approved minutes including corrections and changes.
- f. Assist the Policy Committee and the Steering Committee with the administrative details to oversee implementation of the Plan.
- g. Meet grant website reporting requirements.

- h. Perform other duties to keep the Policy Committee and the Steering Committee informed regarding the implementation of the Plan.

**9. Authorized Representatives.** The following persons will be the primary contacts for all matters concerning this Agreement:

**Beltrami County**  
**Brent Rud**  
**Environmental Services Director**  
**701 Minnesota Ave NW**  
**Bemidji, MN 56601**  
**Telephone: 218 333-4158**

**Beltrami SWCD**  
**Brent Rud**  
**District Manager**  
**701 Minnesota Ave NW**  
**Bemidji, MN 56601**  
**Telephone: 218 333-4158**

**Red Lake Watershed District**  
**Brian Dwight**  
**27022 Steel Bridge Road NE**  
**Washkish, MN 56685**  
**Telephone: 218 556-5800**

**Red Lake Watershed District**  
**Tammy Audette**  
**1000 Pennington Avenue S**  
**Thief River Falls, MN 56701**  
**Telephone: 218 681-5800**

**Red Lake Nation**  
**Shane Bowe**  
**15761 High School Drive**  
**PO Box 279**  
**Red Lake, MN 56671**  
**Telephone: 218 679-3959**

**10. Plan Implementation.** The Parties agree to adopt and begin implementation of the Plan within one hundred twenty (120) days of state approval and to provide notice of plan adoption pursuant to the respective governing bodies' resolution adopting the Plan.

**11. Additional Documents.** The Policy Committee will create and implement operating guidelines, subcontracts, and cost share agreements, as needed. The operating guidelines describe the functions and operations of the committees. Subcontracts will be entered into between the Fiscal Agent and the respective party acting as project operator describing how funds will be disbursed for the project. Cost share agreements will be entered into between project operators and landowners describing how the project operator will disburse funds to participating landowners.

**12. Compliance with Laws.** The Parties agree to abide by all federal, Tribal, state, and local laws, statutes, ordinances, rules, and regulations now in effect, or hereafter adopted, pertaining to this Agreement or to the Plan.

**13. Indemnification.** Each party to this Agreement shall be liable for the acts of its officers, employees, contractors, subcontractors, or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, contractors, subcontractors, or agents. The provisions of the Municipal Tort Claims Act found under Minn. Stat. Ch. 466, and other applicable laws, govern liability of the Parties. To the fullest extent permitted by law, actions by the Parties, and their respective officers, employees, contractors,

subcontractors, and agents pursuant to this Agreement, are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minn. Stat. § 471.59, subd. 1a(a) and does not create any liability or exposure of one party for the acts or omissions of any other party.

**14. Employee Status.** The Parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.

**15. Records Retention and Data Practices.** The Parties agree that each respective party will be responsible for any records prepared or maintained by that party, and all parties shall be subject to the Minnesota Government Data Practices Act. Record retention will follow the Fiscal Agent’s retention schedule in accordance with Minn. Stat. § 138.17. If this Agreement is terminated, all records will be turned over to the Fiscal Agent for continued retention.

**16. Timeliness.** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

**17. Termination.** This Agreement may be terminated at any time before expiration upon written consent of a majority of the Parties hereto. The parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. § 471.59, subd. 5 after the purpose of this Agreement has been terminated.

**18. Amendment.** Any amendment, addition, alteration, or deletion of any part of this Agreement can be introduced by the Policy Committee at any meeting. Upon thirty (30) days’ advance written notice of the proposed amendment given to each party to this Agreement, the Policy Committee may enact the amendment, addition, alteration, or deletion of this Agreement upon consent of a majority of the Parties of this Agreement.

**19. Severability.** In the event that any term, part, or provision of this Agreement is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this Agreement.

**20. Entire Agreement.** This Agreement, the Plan, the operating guidelines, and any exhibits and amendments thereto, contains the entire and exclusive understanding of the Parties with respect to implementation of the Plan and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

**21. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

**22. Assignment.** The terms of this Agreement are hereby made binding upon the Parties hereto, their successors and assigns, and no party under this Agreement may assign their interest in this Agreement to any other person or entity without the written consent of the other Parties.

**23. Rules of Construction.** The Parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

**24. Representation.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other Parties.

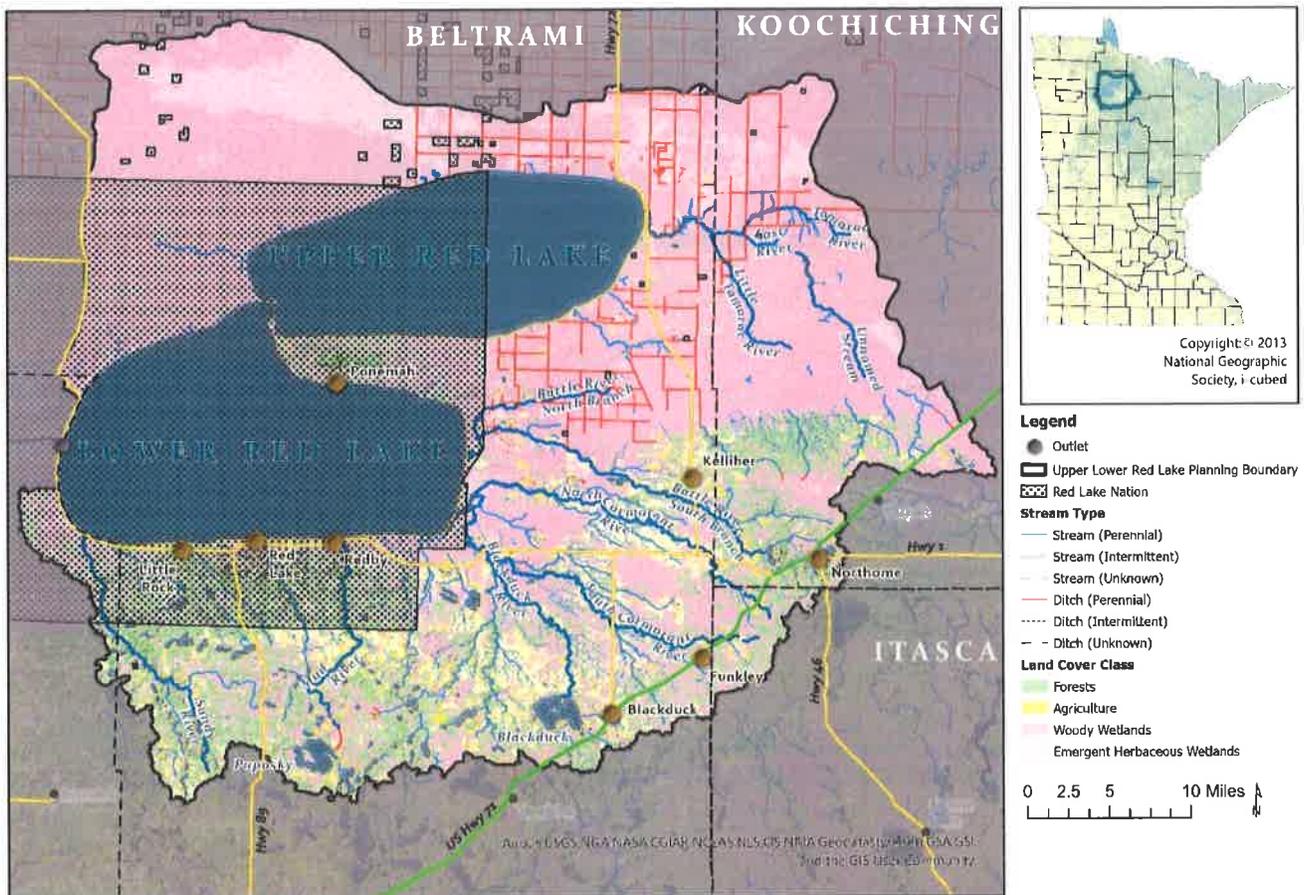
**25. Counterparts.** This Agreement may be executed in counterparts, meaning that the Agreement is valid if signed by each party even if the signatures of the Parties appear on separate copies of the same Agreement rather than on a single document.

**26. Effective Date.** The Effective Date of this Agreement is the date of the last signature appearing below.

**IN TESTIMONY WHEREOF, the Parties have executed this Agreement on the dates written below.**

## Attachment A

# Upper/Lower Red Lake Watershed Planning Area



**[Signatures appear on the following pages.]**



**Meeting Date: November 19, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Cannabis Ordinance Public Hearing Date**

**RECOMMENDATIONS:** Set a public hearing for the Beltrami County Cannabis Ordinance for December 3rd

---

**DEPARTMENT OF ORIGIN:** Environmental Services Department

**CONTACT PERSON:** Brent Rud 218-333-4158

**DATE SUBMITTED:** November 13, 2024

**CLEARANCES:** N/A

**BUDGET IMPACT:** N/A

**EXHIBITS:** Draft Ordinance to Regulate Cannabis Businesses, Notice of Public Hearing

**SUMMARY STATEMENT:** The Draft Ordinance to Regulate Cannabis Businesses in Beltrami County is ready for a public hearing. We would like to schedule the public hearing for December 3<sup>rd</sup>.

COUNTY OF BELTRAMI  
STATE OF MINNESOTA

ORDINANCE No.: \_\_\_\_\_

**AN ORDINANCE OF BELTRAMI COUNTY TO REGULATE CANNABIS  
BUSINESSES**

- Section 1 Administration**
- Section 2 Registration of Cannabis Business**
- Section 3 Requirements for a Cannabis Business (Time, Place, Manner)**
- Section 4 Temporary Cannabis Events**
- Section 5 Lower Potency Hemp Edibles**
- Section 6 Use of Cannabis in Public**
- Section 7 Effective Date**

THE BELTRAMI COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS  
FOLLOWS:

**Section 1. Administration**

**1.1 Findings and Purpose**

The Beltrami County Board of Commissioners makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes Beltrami County to protect the public health, safety, welfare of Beltrami County residents by regulating cannabis businesses within the legal boundaries of Beltrami County.

The Beltrami County Board of Commissioners finds and concludes that the proposed provisions are appropriate and lawful land use regulations for Beltrami County, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

**1.2 Authority & Jurisdiction**

Beltrami County has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

The Ordinance shall be applicable to the legal boundaries of Beltrami County.

One or more cities in Beltrami County have delegated cannabis retail registration authority to Beltrami County. A list of cities which have delegated cannabis retail registration authority is contained in Attachment A. Those cities may adopt ordinances under Sections (2.6, 3 and 4) if Beltrami County has not adopted conflicting provisions.

### **1.3 Severability**

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

### **1.4 Enforcement**

The Beltrami County Sheriff's Office, the Beltrami County Auditor-Treasurer, Beltrami County Environmental Services, and the Beltrami County Attorney's Office are responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

### **1.5 Definitions**

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. **Cannabis Cultivation:** A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. Harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a

cannabis manufacturer located on the same premises, and perform other actions approved by the Office of Cannabis Management.

3. **Cannabis Retail Businesses:** A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.
4. **Cannabis Retailer:** Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. **Daycare:** A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. **Lower-potency Hemp Edible:** As defined under Minn. Stat. 342.01 subd. 50.
7. **Office of Cannabis Management:** Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. **Place of Public Accommodation:** A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. **Preliminary License Approval:** OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. **Public Place:** A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. **Residential Treatment Facility:** As defined under Minn. Stat. 245.462 subd. 23.
12. **Retail Registration:** An approved registration issued by Beltrami County to a state- licensed cannabis retail business.

13. **School:** A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. **State License:** An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

## **Section 2. Registration of Cannabis Businesses**

### **2.1 Consent to registering of Cannabis Businesses**

No individual or entity may operate a state-licensed cannabis retail business in rural Beltrami County, nor within the city limits of a city which has delegated its registration authority to Beltrami County, without first registering with Beltrami County.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

### **2.2 Compliance Checks Prior to Retail Registration**

Prior to issuance of a cannabis retail business registration, Beltrami County shall conduct a preliminary compliance check to ensure compliance with Beltrami County ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, Beltrami County shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

### **2.3 Registration & Application Procedure**

#### **2.3.1 Fees.**

Beltrami County shall not charge an application fee.

A registration fee, as established in Beltrami County's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by Beltrami County shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

### **2.3.2 Application Submittal.**

Beltrami County shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by Beltrami County. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- v. Any other information as requested by the Beltrami County Auditor-Treasurer.

(B) The applicant shall include with the form:

- i. the application fee as required in Section 2.3.1;
- ii. a copy of a valid state license or written notice of OCM license preapproval;
- iii. Any other information as requested by the Beltrami County Auditor-Treasurer.

(C) Once an application is considered complete, the Auditor-Treasurer of Beltrami County shall inform the applicant as such, process the application fees, and approve or deny the application.

(D) The application fee shall be non-refundable once processed.

### **2.3.3 Application Approval**

- (A) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

### **2.3.4 Annual Compliance Checks.**

The Beltrami County Sheriff shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and this ordinance.

The Beltrami County Sheriff shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer.

Any failures under this section must be reported to the Office of Cannabis Management.

### **2.3.5 Location Change**

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of Beltrami County.

## **2.4 Renewal of Registration**

The Auditor-Treasurer of Beltrami County shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by Beltrami County.

A cannabis retail registration issued under this ordinance shall not be transferred.

#### **2.4.1 Renewal Fees.**

Beltrami County may charge a renewal fee for the registration starting at the second renewal, as established in Beltrami County's fee schedule.

#### **2.4.2 Renewal Application.**

The application for renewal of a retail registration shall include those items required under Section 2.3.2 of this Ordinance.

### **2.5 Suspension of Registration**

#### **2.5.1 When Suspension is Warranted.**

Beltrami County may suspend a cannabis retail business's registration if it violates the ordinances of Beltrami County and/or poses an immediate threat to the health or safety of the public. The Auditor-Treasurer of Beltrami County shall immediately notify the cannabis retail business in writing of the grounds for the suspension.

#### **2.5.2 Notification to OCM.**

The Auditor-Treasurer of Beltrami County shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide Beltrami County and the cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

#### **2.5.3 Length of Suspension.**

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

Beltrami County shall reinstate a registration if OCM determines that the violation(s) have been resolved.

#### **2.5.4 Civil Penalties.**

Subject to Minn. Stat. 342.22, subd. 5(e) Beltrami County may impose a civil penalty, as specified in the Beltrami County Fee Schedule, for registration violations, not to exceed \$2,000.

### **2.6 Limiting of Registrations**

Beltrami County shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within Beltrami County.

If Beltrami County has one active cannabis retail businesses registration for every 12,500 residents, Beltrami County, and any city which has delegated registration authority to Beltrami County, shall not register additional state-licensed cannabis retail businesses.

### **Section 3. Requirements for All Cannabis Businesses Types**

#### **3.1 Minimum Buffer Requirements**

The following minimum buffer requirements shall be met for all business types. For business applications in cities or towns that delegate authority to Beltrami County, the minimum buffer requirements may be reduced with a vote of support at a city or town meeting citing the specific business application and acceptable buffer distance.

- a) Beltrami County shall prohibit the operation of a cannabis business within 1,000 feet of a school, as measured by the shortest line between the property line of the space to be occupied by the proposed cannabis business to the nearest property line of the school.
- b) Beltrami County shall prohibit the operation of a cannabis business within 500 feet of a day care, as measured by the shortest line between the property line of the space to be occupied by the proposed cannabis business to the nearest property line of the daycare.
- c) Beltrami County shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility, as measured by the shortest line between the property line of the space to be occupied by the proposed cannabis business to the nearest property line of the residential treatment facility.
- d) Beltrami County shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field, as measured by the shortest line between the property line of the space to be occupied by the proposed cannabis business to the nearest property line of the park.
- e) Beltrami County shall prohibit the operation of a cannabis retail business within 500 feet of another cannabis retail business.
- f) Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school, daycare, residential treatment facility, or an attraction within a public park that is regularly used by minors, moves within the minimum buffer zone.

#### **3.2 Zoning and Land Use**

##### **3.2.1. Cultivation.**

Cannabis businesses licensed or endorsed for cultivation are permitted as a conditional use in the following zoning districts:

- Non-shoreland zone

DRAFT

### **3.2.2. Cannabis Manufacturer.**

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a conditional use in the following zoning districts:

- Non-shoreland zone

### **3.2.3. Hemp Manufacturer.**

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as a conditional use in the following zoning districts:

- Non-shoreland zone

### **3.2.4 Wholesale.**

Cannabis businesses licensed or endorsed for wholesale are permitted as a conditional use in the following zoning districts:

- Non-shoreland zone

### **3.2.5. Cannabis Retail.**

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a conditional use in the following zoning districts:

- Non-shoreland zone
- Shoreland zone

### **3.2.6. Cannabis Transportation.**

Cannabis businesses licensed or endorsed for transportation are permitted as a conditional use in the following zoning districts:

- Non-shoreland zone

### **3.2.7. Cannabis Delivery.**

Cannabis businesses licensed or endorsed for delivery are permitted as a conditional use in the following zoning districts:

- Non-shoreland zone

## **3.3 Hours of Operation**

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10:00 a.m. and 10:00 p.m.

### **3.4 Advertising**

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, not to exceed a total of 100 square feet.

## **Section 4. Temporary Cannabis Events**

### **4.1 License or Permit Required for Temporary Cannabis Events**

#### **4.1.1 License Required.**

A license or permit is required to be issued and approved by Beltrami County prior to holding a Temporary Cannabis Event and if applicable, a conditional use permit may be required for larger events in accordance with the Beltrami County Public Gathering Ordinance #43.

#### **4.1.2 Registration & Application Procedure.**

A registration fee, as established in Beltrami County's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

#### **4.1.3 Application Submittal & Review.**

The Beltrami County Auditor-Treasurer shall require an application for Temporary Cannabis Events.

(A) An applicant for a retail registration shall fill out an application form, as provided by Beltrami County. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. Any other information required by the Beltrami County Auditor/Treasurer's Office.

(B) The applicant shall include with the form:

- i. the application fee as required in (Section 4.1.2);

- ii. ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

(C) The application shall be submitted to the Beltrami County Auditor-Treasurer for review. If it is determined that a submitted application is incomplete, the Auditor-Treasurer shall return the application to the applicant with the notice of deficiencies.

(D) Once an application is considered complete, the Beltrami County Auditor-Treasurer shall inform the applicant as such, process the application fees, and approve or deny the application.

(E) The application fee shall be non-refundable once processed.

(F) The application for a license for a Temporary Cannabis Event shall meet the following standards:

- i. the buffer requirements as described Section 3.1
- ii. compliance with the Beltrami County Public Gathering Ordinance
- iii. Sanitation plan included

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. Beltrami County shall notify the applicant of the standards not met and basis for denial.

(I) Temporary cannabis events shall only be held between the hours of 10:00 a.m. and 9 p.m.

#### **4.1.5 Use of public property**

(A) Beltrami County shall not register any temporary cannabis event which seeks host a temporary cannabis event on any property owned or operated by Beltrami County or any of its subdivisions. This prohibition includes: any park or trail, public street, county highway, or any public sidewalk, or any building owned or operated by Beltrami County or any of its subdivisions.

(B) Beltrami County shall not register any temporary cannabis event which seeks host a temporary cannabis event on any property owned or operated by any city which has delegated registration authority of cannabis businesses and temporary cannabis to Beltrami County . This prohibition includes: any park or trail, public street, county highway, or any public sidewalk, or any building owned or operated by the city or any of its subdivisions.

#### **4.1.6 On-site consumption**

- (A) On-site consumption of cannabis during a temporary cannabis event which occurs at a place of public accommodation is permitted, provided the place of public accommodation allows such use.

### **Section 5. Lower-Potency Hemp Edibles**

#### **5.1 Sale of Low-Potency Hemp Edibles**

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

#### **5.2 Zoning Districts**

Low-Potency Edibles businesses are permitted as a conditional use in the following zoning districts:

- Non-shoreland zone
- Shoreland zone

#### **5.3 Additional Standards**

##### **5.3.1 Sales within Municipal Liquor Store.**

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

##### **5.3.2 Age Requirements.**

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

##### **5.3.3 Beverages.**

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

##### **5.3.4 Storage of Product.**

Low-Potency Edibles shall be sold behind a counter, and stored in a locked case.

### **Section 6. Use in Public Places**

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of cannabis.

**Section 7. Effective Date**

This ordinance shall be in full force and effect immediately from and after its passage and publication as required by law.

ADOPTED by the Beltrami County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
Beltrami County Board Chair

**CERTIFICATION**

I, Tom Barry, County Administrator of said County of Beltrami, do hereby certify that I have compared the foregoing copy with the original resolution adopted by the County Board on the \_\_\_\_ day of \_\_\_\_\_ 2024 and now remaining on file and of record in my office and that the same is a correct transcript and of the whole of such original.

Witness my hand and official seal this

\_\_\_\_ day of \_\_\_\_\_, 2024.

SEAL

\_\_\_\_\_  
Tom Barry, County Administrator Beltrami  
County, Minnesota

NOTICE OF PUBLIC HEARING  
Ordinance to Regulate Cannabis Businesses

Notice is hereby given that the Beltrami County Board of Commissioners will hold a Public Hearing on the adoption of an Ordinance for the regulation of cannabis businesses on Tuesday, December 3, 2024, at 5:00 p.m. in the County Board Room, County Administration Building, 701 Minnesota Ave NW, Bemidji MN.

The purpose of the Public Hearing is to hear and receive comments on a new ordinance to regulate cannabis businesses in Beltrami County. The purpose of this ordinance is to implement MN Statutes, Chapter 342.

Dated this day, November 11, 2024

Thomas H. Barry  
County Administrator



Date: November 19, 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:** November 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.

**CONSENT AGENDA**  
Child Care Licensing

## BELTRAMI COUNTY BOARD MEETING

### Licensing of Child Care Homes

#### RENEWALS

Hanna Smith C1  
4615 Loganah Lane NW  
Bemidji, MN 56601

Jenna Freeman C2  
25935 Beighley Rd NE  
Blackduck, MN 56630

St Philips Child Care Program B C1  
602 Beltrami Ave NW  
Bemidji, MN 56601

St. Philips Child Care Program C C2  
601 Beltrami Ave NW  
Bemidji, MN 56601

St. Philips Child Care Program D C2  
602 Beltrami Ave NW  
Bemidji, Mn 56601

#### NEW

Megan Verbout C1  
4131 Power Dam Rd NE  
Bemidji, MN 56601

**CLOSED**

Misty Larson  
5038 Jackpine Rd NW  
Bemidji, MN 56601

Totals for October 2024

Licensed Homes Beginning of Month	79
Licensed Homes End of Month	79
New Licenses	1
Closed Licenses	1
Licenses Pending	0
Spaces Available	974



**Date: November 19, 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:** November 7<sup>th</sup>, 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  
November 12<sup>th</sup>, 2024**

**LICENSING OF FOSTER FAMILY HOMES FOR CHILDREN**

**NEW LICENSURE**

Mike Magnan & Mary Amundson                      (relative)  
14762 Tom Jefferson Dr NW  
Solway, MN 56678

Annabell & Gordon Kingbird                      (relative)  
108 Gould Ave SE  
Bemidji, MN 56601

Amanda Beach                                              (relative)  
802 Mississippi Ave NW  
Bemidji, MN 56601

**RENEWAL**

Virginia Heden  
1000 Irvine Avenue NW  
Bemidji, MN 56601

**Closed**



Meeting Date: November 19th, 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:** 11/13/2024

**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: Nov. 12, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Twp and City Maintenance Agreements

**RECOMMENDATIONS:** Approve resolution to enter into agreement

---

**DEPARTMENT OF ORIGIN:** Highway

**CONTACT PERSON:** Bruce Hasbargen, County Engineer, 333-8173

**DATE SUBMITTED:** October 31, 2024

**CLEARANCES:** None

**BUDGET IMPACT:** None

**EXHIBITS:** Resolution and City of Solway Maintenance Agreement

**SUMMARY STATEMENT:**

Last year the Board implemented formal Maintenance Agreements for the work the Highway Department does for Townships and Cities. Attached is an Agreement we recently received from the City of Solway.

**BOARD OF COUNTY COMMISSIONERS  
BELTRAMI COUNTY, MINNESOTA**

DATE:

RESOLUTION #

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

---

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED THE RESOLUTION TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE CITY OF SOLWAY**

---

**WHEREAS**, City of Solway is desirous of contracting with the County for the performance of specific services; and,

**WHEREAS**, the County is agreeable to and desirous of rendering such services in the terms and conditions set forth in the Road Maintenance Agreement; and,

**WHEREAS**, such agreements are authorized and provided for by Sections 160.21 and 471.59 of the Minnesota Statutes.

**THEREFORE**, be it resolved, That the County enter into the Road Maintenance Agreement, a copy of which was before the County Board.

That the County Administrator is authorized to execute such agreement, and any amendments thereto.

YES

NO

Gaasvig  
Gould  
Anderson  
Sumner  
Carlson

---

STATE OF MINNESOTA        )  
                                          ) ss.  
COUNTY OF BELTRAMI        )

I, Tom Barry County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on November 19, 2024, now on file in my office and have found the same to be a true and correct copy thereof.

---

Thomas H. Barry, County Administrator

# CITY ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this 15<sup>th</sup> day of October, ~~2023~~<sup>2024</sup>, between the City of Solway, located within Beltrami County (hereinafter referred to as "the City"), and Beltrami County, a political subdivision of the State of Minnesota (hereinafter referred to as "the County").

IT IS HEREBY AGREED THAT:

**I. Basic Services:** The County shall provide the following described maintenance for City Roads. The City will indicate which roads are included in this agreement and for which services on Attachment "A". For all basic services priority will be given to County Roads before City Roads.

## **A. Blading of Gravel Roads:**

1. The County will maintain the proper crowned driving surface using a motor grader.  

The optimum frequency will be blading twice per month. However, the frequency will be dependent on road and weather conditions. Blading is most effective when adequate moisture is present in the gravel surface. Blading of dry material degrades the aggregates, causes loss of binder, and leaves a loose surface which reduces the life of the gravel road. Additional blading may be done in the spring and fall to help maintain the road surface.
2. The County will maintain the shoulder area that slopes directly away from the edge of the driving surface. Periodic shoulder gravel reclamation may be performed to reduce high shoulders.
3. The City will furnish a gravel road with a properly crowned driving surface, adequate gravel, a shoulder area that slopes away from the edge of the driving surface, and a ditch. If not provided the County reserves the right to discontinue blading services.
4. The City will furnish roads with adequate clearance for equipment and turn-around location. If not provided the County reserves the right to discontinue blading service.
5. The City will be responsible for all ditch and culvert maintenance, road repairs, graveling, frost boil repairs and all items not specifically described in items 1 & 2 above.

## **B. Snow Removal from Gravel and Bituminous Surfaced Roads:**

1. The decision to plow, salt/sand, or scrape will be made by the County. The decision will be based on the Beltrami County Snow and Ice Control Policy and the following guidelines.

2. It is the goal of the County to serve the majority of the public in the most efficient way possible. Roads with higher traffic volumes will typically receive higher priority during snow and ice removal events.
3. On Saturdays, Sundays, and Holidays roadways may receive a reduced level of service depending on resources and personnel available.
4. Gravel roads and some lower volume pavements may not receive service during every snow event.
5. The County will typically perform snow removal on bituminous surfaced roads when we receive appreciable accumulation, generally one (1) to two (2) inches of snow.
6. The County will typically perform snow removal on gravel roads when accumulation exceeds four (4) inches.
7. The County will use discretion when the weather forecast or soft road conditions dictate snow removal is not in the best interest of the road as to limit potential road damage.
8. The County will perform ice control measures when icy conditions seriously affect public travel. The County will furnish all ice control material.
9. In some circumstances the County practices may change due to weather, equipment failure, and/or personnel.
10. The County will furnish roads with adequate clearance for equipment, turn-around location, and storage for snow. If not provided the County reserves the right to discontinue snow plowing service.

**II. Additional Services:** The County may, at the request of the City, perform additional services. These services will only be provided if they fit within the County's work schedule.

- A. Blading or snow removal services on minimum maintenance City Roads.
- B. Steaming of culverts
- C. Roadside mowing
- D. Bituminous patching

**III. Engineering Services:** The County may, at the request of the City, provide engineering services for city projects. These services will only be provided if they fit within the County's work schedule

- A. The County reserves the right to not provide engineering service to the City on projects that fall outside the expertise of County staff.

- B. Engineering services require a minimum advanced notice of fifteen (15) months prior to the desired start of work. Projects of high complexity may require additional advanced notice.
- C. Services may include full construction plans, bid proposal, cost estimate, documentation for permits (MPCA, WCA, DNR, and COE), advertising for bids, contract administration, and staffing for construction inspection.

**IV. Materials and Contracted Services:** The City shall be allowed to acquire limited materials and contracted services through the County. Larger quantities may be available directly through the County's vendor, at the vendor's discretion. In order to be included in a solicitation the City must notify the County of its intent to participate in the County contract a minimum of six (6) months in advance of the advertisement for bids. The City may purchase and participate in the following items:

- A. Salt/Sand
- B. Culverts
- C. Sign posts
- D. Cutting Edges
- E. Seal Coat Contract
- F. Dust Control Contract
- G. Other as agreed upon in writing

**V. City Responsibilities:** The City retains final responsibility and authority for all design engineering, construction engineering, construction and maintenance for its roadways.

- A. The City shall promptly inform the County of any known conditions requiring maintenance, repair, or warnings.
- B. The City shall be responsible for making decisions regarding road closure due to hazardous conditions. In the event the County becomes aware of hazardous conditions that it deems serious enough to warrant immediate warnings or closure, it shall first attempt to receive approval from the City Council Chairman prior to taking action. If contact cannot be made within a reasonable period of time, the County is authorized to take protective measures. In the event that hazardous conditions require the County to install warning signs and closures, the City will be billed for the sign rental, delivery, and pick up.
- C. The City shall at all times maintain liability insurance in the minimum amounts established by Minn. Stat. 466, as amended.
- D. The City shall be responsible for maintaining traffic signs on all City Roads.

E. The City is responsible for taking and investigating citizen complaints regarding City Roads.

**VI. Payment:** For all the services provided herein, the price to be paid by the City shall not be less than the cost to the County for the use of labor, equipment, materials and contracted services. The rates will be set by the County Board annually.

A. Basic Services A. and B.

1. Will be billed at the hourly rate as set by the County Board.

B. Additional Services

1. Will be billed at the hourly rate set by the County Board.

C. Engineering Services

1. Will be billed at the employee labor rate, including the labor benefit additive, for all time spent on the project.
2. The cost of any outside services or fees shall be billed directly to the City or the City will reimburse the County at cost, with no markup.
3. Any County owned materials used on the project will be billed at the County inventory rate plus a handling and administration fee set by the County Board.

D. Materials and Contracted Services

1. Materials will be billed at the County inventory rate plus a handling and administration fee set by the County Board.
2. Contracted Services will be billed directly to the City or the City reimburse the County at cost, with no markup.
3. Contracted Services will also be billed for all employee time spent on the project at the employee labor rate, including the labor benefit additive.

E. All services will be billed monthly.

F. Payment shall be made by the City within forty-five (45) days of receipt of billing from the County. All unpaid balances are subject to a 1.5% per month interest penalty.

**VII. Indemnification:** Each party shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each party agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Contract. Liability limits shall be accordance with the minimums specified in Minn. Stat. Ch. 466 or

its successors and nothing herein shall constitute a waiver by either party of said limitations or exceptions to liability.

**VIII. Terms of Agreement:** This Agreement shall commence on the effective date above-written. Thereafter, this Agreement shall automatically renew for successive one-year periods on the same terms and conditions unless, at least ninety (90) days prior to expiration, either party provides written notice to the other of intent to terminate or amend its provisions.

Solway CITY

BELTRAMI COUNTY

By: [Signature]  
City Council Chair Mayor

By: [Signature]  
County Board Chair John Carlson

A City resolution authorizing the execution of this agreement was approved by the City Council on the 19<sup>th</sup> day of October, 2024.

[Signature]  
Attested by City Clerk

A County resolution authorizing the execution of this agreement was approved by the Board of Commissioners on the 19 day of November, 2024.

\_\_\_\_\_  
Attested by County Administrator

APPROVED AS TO FORM AND EXECUTION

11-12, 2024  
[Signature]  
County Attorney



**Meeting Date: Nov. 19, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** Consumer Scale Agreement between Beltrami County and D & D Ventures Inc.

**RECOMMENDATIONS:** Approve agreement and authorize Chair signature

---

**DEPARTMENT OF ORIGIN:** Natural Resource Management

**CONTACT PERSON:** Shane Foley, Director of NRM Department, 218-333-4163

**DATE SUBMITTED:** November 14, 2024

**CLEARANCES:** NRM, D & D Ventures Inc. is an Approved State of Minnesota DNR Consumer Scaler

**BUDGET IMPACT:** N/A

**EXHIBITS:** Agreement for Consumer Scale

**SUMMARY STATEMENT:**

Consumer scaling of County wood is an agreement whereby certain authorized forest product companies act as the wood products scaling agent for the County.

The NRM Department requires all County Consumer Scalers to maintain State DNR Consumer Scaler status and its bonding requirement. D & D Ventures Inc. is currently a State Consumer Scaler.

The NRM Department recommends approving D & D Ventures as a Beltrami County Consumer Scaler.

**Agreement for Consumer Scale between the  
County of Beltrami  
And**

D&D Ventures Inc.

In accordance with the provisions of Minnesota Statutes, Section 282.04, the County of Beltrami, by its Director of Resource Management / Land Commissioner, and the above named consumer hereby agree as follows:

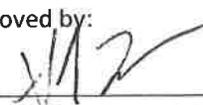
- I. Consumer hereby agrees to scale timber cut under the authority of a Beltrami County timber permit and delivered to consumer according to the conditions in this paragraph. Consumer shall:
- a. Scale only that timber which the County has authorized to be scaled as shown on the Sale Permit entered into between the County and the permittee and all other conditions and restrictions on this form which contributes to the processing of timber loads under the consumer scale system.
  - b. **Must maintain Consumer Scaler Agreement bond with the State of Minnesota**
  - c. Accept only those loads of County origin wood that have the *Permit Number, Designated Consumer Entered (written or stamped) and time, date, species and volume* on the load ticket consumer stub.
  - d. Request and verify identification (timber load marked with contract or sale number) of all County origin wood delivered to their scaling points for scaling purposes and to reject any loads not identified.
  - e. Allow County authorized personnel to check scale loads of timber at the consumer's scaling points.
  - f. Furnish to the County, upon demand, all information regarding any county timber permit on which consumer scaling has been authorized or performed.
  - g. Forward all consumers' scale reports of county timber with the attached load ticket stub to the Land Commissioner's office within a **maximum time of two weeks**. Provide all scale report information in cords, bolts, and MBF or weight measurement. Wood buyers are to return a copy of the scale slip from point of scaling.
  - h. Maintain record systems, which clearly establish the clearance and processing of all County forms regarding consumer scaling.
- II. The consumer hereby stipulates the following special regulations under which it will accept Delivery Agreements for Consumer Scaling:

*Beltrami County agrees to recognize the foregoing special limitations and County personnel will not process Delivery Agreements for Consumer Scaling, which is contrary to these limitations.*

- III. The County retains the right to refuse consumer scale reports if check scaling indicates inaccurate scaling by consumer.
- III. Either party may terminate this agreement upon 30-day written notice.
- IV. The County may terminate this agreement immediately upon written notice for violation of any of its terms or conditions.

In witness whereof, the parties have entered into this agreement on the 7 day of Nov, 2024.

  
Consumer Representative

Approved by:  
  
Beltrami County Land Commissioner

\_\_\_\_\_  
Beltrami County Board Chair



**Meeting Date: November 19, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** Resolution to enroll Part-time Field Operations Deputy Henry Pendleton into the Public Employees Police and Fire plan.

**RECOMMENDATIONS:** Approve Resolution to enroll PT Deputy Henry Pendleton in Public Employee Police and Fire Plan

---

**DEPARTMENT OF ORIGIN:** Beltrami County Sheriff's Office

**CONTACT PERSON (Name and Phone Number):** Chief Deputy Jarrett Walton, 333-4207

**DATE SUBMITTED:** 11/06/2024

**CLEARANCES:** County Administrator Tom Barry

**BUDGET IMPACT:** Currently budgeted

**EXHIBITS:** Resolution (attached)

**SUMMARY STATEMENT:** As required by law, Minnesota State Statute 353.64 permits governmental subdivisions to request coverage of those eligible employees under the Public Employees Police and Fire plan. Part-time Field Operations Deputy Henry Pendleton meets the requirements set forth by state statute. It is requested that the County Board approve by consent agenda the resolution as submitted.

**BOARD OF COUNTY COMMISSIONERS  
BELTRAMI COUNTY, MINNESOTA**

DATE: November 19, 2024

RESOLUTION:

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

---

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED  
RESOLUTION AS SUBMITTED**

---

**BE IT RESOLVED** the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

**BE IT RESOLVED** Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

**BE IT FURTHER RESOLVED** that the Beltrami County Sheriff's Office, of Beltrami County hereby declares that the position, Part-time Field Operations Deputy, currently held by Henry Pendleton, meets all of the following Police and Fire Plan membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

**BE IT FURTHER RESOLVED** that this governing body hereby requests that the named Employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

**NOW, THEREFORE, BE IT RESOLVED** that County Board Chair, John Carlson, and County Administrator Tom Barry, or their successors, are hereby authorized to execute such agreements and amendments thereto, as are necessary to implement the project(s).



Date: November 19, 2024  
Beltrami County Commission

**REGULAR MEETING AGENDA BILL**

**SUBJECT: Jail Bid Results & GMP Amendment**

**RECOMMENDATIONS:** Approve the Jail Bid Results and GMP Amendment and Exhibits

---

**DEPARTMENT OF ORIGIN:** Administration

**CONTACT PERSONS:**

Tom Barry, County Administrator	218-333-4109
Steven Trudeau, Kraus Anderson Senior Project Manager	218-766-5998
Patrick Weerts, Kraus Anderson Director of Operations	218-333-6582

**DATE SUBMITTED:** November 14, 2024

**CLEARANCES:** Administrator

**BUDGET IMPACT:** \$62,647,616

**ATTACHMENTS:** GMP Amendment A with Exhibits

**SUMMARY STATEMENT:**

The Minnesota Department of Corrections issued a Notice of Deficiency and has required substantial investments in the current Beltrami County Jail effective September 30, 2019. Committed to mitigating these deficiencies, the Beltrami County Board of Commissioners issued a resolution to the Minnesota Department of Corrections in 2019 vowing to address the deficiencies and work towards long term solutions to address the growing population and increase in crime in our community.

On November 15, 2022, the Beltrami County Board approved moving forward with the design and construction of a new jail facility. Kraus Anderson, the County's Construction Manager at Risk, delivered the results of the recent construction bids and presented the Guaranteed Maximum Price (GMP).

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the 12th day of November in the year 2024, is incorporated into the accompanying AIA Document A133<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of February in the year 2024 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT**:

*(Name and address or location)*

New County Jail

A 243-bed jail to be located on a remote site known as the "Crown Property" located on Pioneer Street SE, west of Railroad Street SE  
815 Pioneer Street SE, Bemidji, MN 56601

**THE OWNER:**

*(Name, legal status, and address)*

Beltrami County

701 Minnesota Avenue NW, Suite 200  
Bemidji, MN 56601

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Kraus-Anderson Construction Company

501 South 8th Street  
Minneapolis, MN 55404

### **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Sixty-Two Million, Six Hundred Forty-Seven Thousand, Six Hundred Sixteen and 00/100

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

Dollars (\$62,647,616.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

See Exhibit A-1: GMP Itemized Statement

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit A-2: Alternates	

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
See Exhibit A-2: Alternates		

**§ A.1.1.6** Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ A.2.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

**The latest to occur of (a) the date of this Amendment, or (b) the date on which the Construction Manager receives a written notice to proceed issued by the Owner. If the Date of Commencement does not occur on or before November 30, 2024, the Contract Time shall be extended one (1) day for each and every day beyond November 30, 2024 that the Date of Commencement occurs, and the Construction Manager shall be entitled to an equitable adjustment of the Contract Sum.**

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3** This Exhibit A incorporates the Bonus and Liquidated Damages clause as stated in 6.1.6 of the A133-2019.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than Eight Hundred and Fifty-One ( 851 ) calendar days from the date of commencement of the Work.

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

**§ A.2.3.3** Notwithstanding anything in the Contract to the contrary, the substantial completion date set forth in Section A.2.3.1 is contingent upon the following milestone date being met:

- .1 All required building permits must be issued by the applicable governmental authority no later than February 28, 2025.

Should the above milestone date not be met, the Contract Time shall be extended one (1) day for each and every day beyond the milestone date established above that the required information is received by the Construction Manager and the Construction Manager shall be entitled to an equitable adjustment of the Guaranteed Maximum Price.

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

**§ A.3.1.2** The following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

See Exhibit A-3: List of Drawings, Plans and Specifications

Section	Title	Date	Pages
---------	-------	------	-------

**§ A.3.1.3** The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

See Exhibit A-3: List of Drawings, Plans and Specifications

Number	Title	Date
--------	-------	------

**§ A.3.1.4** The Sustainability Plan, if any:

Init.

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
N/A		

Other identifying information:

**§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:**  
*(Identify each allowance.)*

Item	Price
N/A	

**§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:**  
*(Identify each assumption and clarification.)*

See Exhibit A-4: Assumptions and Clarifications

**§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:**  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

N/A

This Amendment to the Agreement entered into as of the day and year first written above. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

Beltrami County

Kraus-Anderson Construction Company

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

John Carlson  
 Beltrami County Board Chairperson  
 \_\_\_\_\_  
*(Printed name and title)*

Richard J. Jacobson  
 Executive Vice President/Chief Operating Officer  
 \_\_\_\_\_  
*(Printed name and title)*

Init.



**EXHIBIT A-1**

Beltrami County Jail - Guaranteed Maximum Price (GMP) Estimate

Date: 10/22/2024 (Bid Date)  
Project Start: 3/31/2025  
Document Date: 8/1/2024  
Construction Bid Documents

Client: Beltrami County  
Architect: Klein McCarthy Architects  
Location: 815 Pioneer St SE, Bemidji, Minnesota

With Accepted Alternates  
Alt-1, Alt-3B, Vol Alt-1, Vol Alt-2

Item Description	Grand Total	Percent Of Estimate Total
00 A - General Requirements	\$480,154	0.77 %
01 B - Temporary Electric	\$120,000	0.19 %
01 C - Temporary Utilities	\$311,600	0.50 %
01 D1 - Crane Access	\$59,250	0.09 %
01 G - Freeberg & Grund	\$29,600	0.05 %
01 H - Clean-up/Snow Removal/ Dumpsters	\$222,000	0.35 %
01 J - Property Solutions	\$114,587	0.18 %
03 A - TNT Construction Group	\$2,260,000	3.61 %
03 B - Wells Concrete	\$6,399,760	10.22 %
03 D - Miscellaneous Concrete	\$25,000	0.04 %
04 A - Cons Masonry	\$2,575,000	4.11 %
05 A - Construction Systems	\$760,448	1.21 %
05 B - Red Cedar	\$397,000	0.63 %
05 D - Miscellaneous Metals	\$50,000	0.08 %
06 A - Kraus-Anderson	\$3,389,181	5.41 %
07 F - Herzog Roofing	\$1,933,000	3.09 %
07 K - The Caulkers	\$462,915	0.74 %
07 L - Joint Misc	\$100,000	0.16 %
08 A - Contract Hardware	\$346,929	0.55 %
08 E - North Country Overhead Doors	\$130,064	0.21 %
08 F - Anderson Glass	\$1,154,000	1.84 %
09 A - Custom Drywall	\$1,079,850	1.72 %
09 B - Arnquist Flooring	\$113,000	0.18 %
09 C - Dow Acoustics	\$383,920	0.61 %
09 D - Arnquist Flooring	\$301,777	0.48 %
09 H - Duluth Coating	\$40,600	0.06 %
09 I - Paint Misc.	\$15,000	0.02 %
09 K - Steinbrecher	\$537,800	0.86 %



Item Description	Grand Total	Percent Of Estimate Total
11 C - Noah Detention	\$9,656,917	15.41 %
11 E - Detention Cell MEP Coord	\$10,000	0.02 %
11 F - Horizon	\$538,302	0.86 %
12 C - Northwest Cabinets	\$235,364	0.38 %
21 A - Escape Fire Protection	\$760,190	1.21 %
21 A1 - MEP Fire Coordination	\$5,000	0.01 %
23 B - Peterson Sheet Metal	\$10,567,000	16.87 %
23 C - MEP Combined Mech Coord	\$25,000	0.04 %
25 A - Wir3D Electric	\$651,377	1.04 %
26 A - Bessler Electric	\$8,190,810	13.07 %
27 A - All State Communications	\$719,057	1.15 %
31 A - Casper Construction	\$913,200	1.46 %
32 A - Hawkinson Construction	\$207,640	0.33 %
32 B - TNT Construction	\$141,000	0.23 %
32 C - Asphalt Misc	\$15,000	0.02 %
32 D - Century Fence	\$80,582	0.13 %
32 F - TK Outdoors	\$140,250	0.22 %
32 G - Misc. Landscaping	\$25,000	0.04 %
<b>Subtotal</b>	<b>\$56,674,123</b>	<b>90.46 %</b>

Rate	Item Description	Cost/GSF	Total
	% Tax		
	% Estimate Mark Up		
	Isun LS Adjustment		
	<b>Subtotal</b>	<b>584.66/GSF</b>	<b>56,674,123</b>
	% General Conditions		
	<b>Subtotal</b>	<b>584.66/GSF</b>	<b>56,674,123</b>
0.65	% Building Permit	4.20/GSF	407,210
	<b>Subtotal</b>	<b>588.86/GSF</b>	<b>57,081,333</b>



Rate		Item Description	Cost/GSF	Total
0.60	%	KA Performance/Payment Bond	3.88/GSF	375,886
		<b>Subtotal</b>	<b>592.74/GSF</b>	<b>57,457,219</b>
0.20	%	KA Builders Risk	1.29/GSF	125,295
		<b>Subtotal</b>	<b>594.03/GSF</b>	<b>57,582,514</b>
0.95	%	KA General Liability	6.14/GSF	595,152
		<b>Subtotal</b>	<b>600.17/GSF</b>	<b>58,177,666</b>
1.10	%	Subcontractor Default Insurance	5.96/GSF	577,824
0.10	%	Warranty	0.58/GSF	56,674
		<b>Subtotal</b>	<b>606.72/GSF</b>	<b>58,812,165</b>
	%	Construction Testing		
		<b>Subtotal</b>	<b>606.72/GSF</b>	<b>58,812,165</b>
	%	Special Inspection		
		<b>Subtotal</b>	<b>606.72/GSF</b>	<b>58,812,165</b>
	%	Owner Testing		
		<b>Subtotal</b>	<b>606.72/GSF</b>	<b>58,812,165</b>
5.00	%	KA Construction Contingency	29.23/GSF	2,833,706
		<b>Subtotal</b>	<b>635.95/GSF</b>	<b>61,645,871</b>
	%	Project Design Progression Contingency		
		<b>Subtotal</b>	<b>635.95/GSF</b>	<b>61,645,871</b>
	%	Owner Construction Contingency		
		<b>Subtotal</b>	<b>635.95/GSF</b>	<b>61,645,871</b>
	%	Project Escalation		
		<b>Subtotal</b>	<b>635.95/GSF</b>	<b>61,645,871</b>
	%	Design Fee		
		<b>Subtotal</b>	<b>635.95/GSF</b>	<b>61,645,871</b>
	%	KA Preconstruction Fee		
1.63	%	KA Construction Fee	10.33/GSF	1,001,745
		<b>Subtotal</b>	<b>646.28/GSF</b>	<b>62,647,616</b>
<b>96,935.00</b>	<b>GSF</b>	<b>Total Estimate</b>	<b>646.28/GSF</b>	<b>62,647,616</b>

## EXHIBIT A-2 - ALTERNATES

### ALTERNATES INCLUDED IN GUARANTEED MAXIMUM PRICE (GMP)

**Alternate-1: Add full height polycarbonate guards at Area B (2<sup>nd</sup> level) Mental Health unit per drawing sheet A6.1A, in lieu of base bid metal guardrail system.**

❖ Add from Base GMP Estimate: **\$181,410.00**

**Alternate-3B: Add to provide CAT-6A low voltage cabling for Security Camera cabling only, indicated to be standard CAT-6 in base bid documents. Remainder of low voltage cabling to remain CAT-6.**

❖ Add from Base GMP Estimate: **\$35,020.00**

**Voluntary Alternate-1: Add to provide Vortex Hybrid fire suppression system at rooms 1016, 1038, 1500 in lieu of Clean Agent system. Novec 13 and FM200 Clean Agent gas are no longer manufactured in the USA. China can supply, but the gas is unreliable.**

❖ Add from Base GMP Estimate: **\$22,125.00**

**Voluntary Alternate-2: Add to provide Acorn Detention Plumbing Fixtures by Work Scope-22A (Plumbing Systems). This will match-up with the same manufacturer (Acorn) as being provided with the Detention Cells Work Scope-13A**

❖ Add from Base GMP Estimate: **\$22,125.00**

### ALTERNATES NOT INCLUDED IN GUARANTEED MAXIMUM PRICE (GMP)

**Final Decision and written acceptance by Owner are required no later than December 31, 2024**

**Alternate-2: Add to provide Riello heating boiler equipment in lieu of base bid Fulton boiler.**

❖ Add from Base GMP Estimate: **\$138,686.00**

**Alternate-3A: Add to provide CAT-6A low voltage cabling at ALL locations indicated to be standard CAT-6 in base bid documents. Note: this is add amount for balance of CAT-6A cabling above and beyond the Camera CAT-6A cabling already included in Alternate-3B above.**

❖ Add from Base GMP Estimate: **\$62,691.00**

**EXHIBIT A-3 - LIST of DRAWINGS, PLANS, and SPECIFICATIONS**

<u>Title</u>	<u>Description</u>	<u>Date</u>
T1.0	TITLE SHEET	August 1, 2024
AP1.1	AREA PLAN	August 1, 2024
CP1.0	CODE COMPLIANCE SUMMARY - OCCUPANCY PLAN	August 1, 2024
CP1.1	SMOKE COMPARTMENT PLAN	August 1, 2024
CP1.2	FIRST LEVEL - CODE COMPLIANCE PLAN	August 1, 2024
CP1.3	SECOND LEVEL - CODE COMPLIANCE PLAN	August 1, 2024
CP1.4	FIRST LEVEL - FIRE SUPPRESSION FIXTURE COVERAGE	August 1, 2024
CP1.5	SECOND LEVEL - FIRE SUPPRESSION FIXTURE COVERAGE	August 1, 2024
CP2.1	FIRST LEVEL - DOC GUIDELINE COMPLIANCE PLAN	August 1, 2024
CP2.2	SECOND LEVEL - DOC GUIDELINE COMPLIANCE PLAN	August 1, 2024
SW1.0	INMATE AREA PLANS	August 1, 2024
SW1.1	FIRST LEVEL - SECURITY WALL AND ENCLOSURE PLAN	September 26, 2024
SW1.1P	FIRST LEVEL PLENUM - SECURITY WALL AND ENCLOSURE PLAN	September 26, 2024
SW1.2	SECOND LEVEL - SECURITY WALL AND ENCLOSURE PLAN	September 26, 2024
SW1.2P	SECOND LEVEL PLENUM - SECURITY WALL AND ENCLOSURE PLAN	September 26, 2024
SW2.1	FIRST LEVEL - SECURITY GLAZING PLAN	August 1, 2024
SW2.2	SECOND LEVEL - SECURITY GLAZING PLAN	August 1, 2024
SURVEY	CERTIFICATE OF SURVEY – For Reference	December 8, 2023
C-100	SITE PLAN – OVERVIEW	August 1, 2024
C-101	SITE PLAN – REMOVALS	October 9, 2024
C-102	SITE PLAN – EXISTING TOPOGRAPHY	August 1, 2024
C-103	SITE PLAN – DIMENSIONS	October 9, 2024
C-104	SITE PLAN – FIRE SYSTEM	August 1, 2024
C-200	GRADING PLAN – OVERVIEW	October 9, 2024
C-300	UTILITY PLAN – OVERVIEW	October 9, 2024
C-301	UTILITY PLAN – SANITARY SEWER WATERMAIN	October 9, 2024
C-302	UTILITY PLAN – STORM	October 9, 2024
C-400	PROFILE VIEWS	October 9, 2024
C-401	DETAILS-1	August 1, 2024
C-402	DETAILS-2	October 9, 2024
C-500	TREE PRESERVATION PLANTING	October 9, 2024
C-501	SWPPP	August 1, 2024
C-502	SWPPP DETAILS	August 1, 2024
C-503	SWPPP-EROSION NOTES	August 1, 2024
C-504	SWPPP-BMP TIMELINE	August 1, 2024
C-505	SWPPP-NARRATIVE	August 1, 2024
C-506	SWPPP-SPECIAL/IMPAIRED WATERS	August 1, 2024
-----	BELTRAMI JAIL LANDSCAPE & IRRIGATION PLAN	November 4, 2024
A0.1	ARCHITECTURAL SITE PLAN	October 9, 2024

### EXHIBIT A-3 - LIST of DRAWINGS, PLANS, and SPECIFICATIONS

A0.2	ARCHITECTURAL SITE ENLARGED PLANS	August 1, 2024
A1.1	FIRST LEVEL - FLOOR PLAN`	October 9, 2024
A1.1A	FIRST LEVEL AREA A - FLOOR PLAN	August 1, 2024
A1.1A DIM	FIRST LEVEL AREA A - DIMENSION PLAN	August 1, 2024
A1.1A FN	FIRST LEVEL AREA A - FINISH PLAN	October 15, 2024
A1.1B	FIRST LEVEL AREA B - FLOOR PLAN	October 9, 2024
A1.1B DIM	FIRST LEVEL AREA B - DIMENSION PLAN	October 9, 2024
A1.1B FN	FIRST LEVEL AREA B - FINISH PLAN	October 15, 2024
A1.1C	FIRST LEVEL AREA C - FLOOR PLAN	October 9, 2024
A1.1C DIM	FIRST LEVEL AREA C - DIMENSION PLAN	October 9, 2024
A1.1C FN	FIRST LEVEL AREA C - FINISH PLAN	October 15, 2024
A1.2	SECOND LEVEL - FLOOR PLAN	August 1, 2024
A1.2A	SECOND LEVEL AREA A - FLOOR PLAN	October 15, 2024
A1.2A DIM	SECOND LEVEL AREA A - DIMENSION PLAN	August 1, 2024
A1.2A FN	SECOND LEVEL AREA A - FINISH PLAN	October 15, 2024
A1.2B	SECOND LEVEL AREA B - FLOOR PLAN	August 1, 2024
A1.2B DIM	SECOND LEVEL AREA B - DIMENSION PLAN	August 1, 2024
A1.2B FN	SECOND LEVEL AREA B - FINISH PLAN	October 15, 2024
A1.2C	SECOND LEVEL AREA C - FLOOR PLAN	October 9, 2024
A1.2C DIM	SECOND LEVEL AREA C - DIMENSION PLAN	August 1, 2024
A1.2C FN	SECOND LEVEL AREA C - FINISH PLAN	August 1, 2024
A1.PC	PRECAST CONCRETE WALL PLAN	October 9, 2024
A1.PC DIM	PRECAST CONCRETE WALL DIMENSION PLAN	October 9, 2024
WT.1	WALL TYPES	August 1, 2024
A2.1	FIRST LEVEL - REFLECTED CEILING PLAN	August 1, 2024
A2.1A	FIRST LEVEL AREA A - REFLECTED CEILING PLAN	August 1, 2024
A2.1B	FIRST LEVEL AREA B - REFLECTED CEILING PLAN	August 1, 2024
A2.1C	FIRST LEVEL AREA C - REFLECTED CEILING PLAN	October 9, 2024
A2.2	SECOND LEVEL - REFLECTED CEILING PLAN	August 1, 2024
A2.2A	SECOND LEVEL AREA A - REFLECTED CEILING PLAN	August 1, 2024
A2.2B	SECOND LEVEL AREA B - REFLECTED CEILING PLAN	August 1, 2024
A2.2C	SECOND LEVEL AREA C - REFLECTED CEILING PLAN	August 1, 2024
A2.3	CEILING DETAILS	August 1, 2024
A2.4	CEILING DETAILS AND ENLARGED REFLECTED CEILING PLANS	August 1, 2024
A3.1	ROOF PLAN	August 1, 2024
A3.1A	ROOF PLAN - AREA A	August 1, 2024
A3.1B	ROOF PLAN - AREA B	August 1, 2024
A3.1C	ROOF PLAN - AREA C	August 1, 2024
A3.2	ROOF DETAILS	August 1, 2024
A3.3	ROOF DETAILS	August 1, 2024
A3.4	ROOF DETAILS	August 1, 2024
A3.5	ROOF DETAILS	October 15, 2024
A4.1	EXTERIOR ELEVATIONS – OVERALL	September 26, 2024
A4.2	EXTERIOR ELEVATIONS – ENLARGED	October 9, 2024
A4.3	EXTERIOR ELEVATIONS – ENLARGED	October 9, 2024
A4.4	EXTERIOR ELEVATIONS – ENLARGED	September 26, 2024
A4.5	INSULATED PRECAST CONCRETE WALL PANEL ELEVATIONS	August 1, 2024
A4.6	INSULATED PRECAST CONCRETE WALL PANEL ELEVATIONS	October 9, 2024

### EXHIBIT A-3 - LIST of DRAWINGS, PLANS, and SPECIFICATIONS

A4.7	INSULATED PRECAST CONCRETE WALL PANEL ELEVATIONS	August 1, 2024
A4.8	INSULATED PRECAST CONCRETE WALL PANEL ELEVATIONS	October 9, 2024
A4.9	INSULATED PRECAST CONCRETE WALL PANEL ELEVATIONS	August 1, 2024
A4.10	PRECAST PANEL ELEVATION DETAILS	August 1, 2024
A4.11	PRECAST PANEL ELEVATION DETAILS	October 9, 2024
A4.12	PRECAST PANEL ELEVATION DETAILS	August 1, 2024
A5.1	BUILDING SECTIONS	August 1, 2024
A5.2	WALL SECTIONS	August 1, 2024
A5.3	WALL SECTIONS	August 1, 2024
A5.4	WALL SECTIONS	September 26, 2024
A5.5	WALL SECTIONS	August 1, 2024
A5.6	WALL SECTIONS	August 1, 2024
A5.7	WALL SECTIONS	August 1, 2024
A6.1	STAIR FLOOR PLANS AND SECTIONS	August 1, 2024
A6.1A	STAIR FLOOR PLANS AND SECTIONS - ALT 1	October 9, 2024
A6.2	STAIR FLOOR PLANS AND SECTIONS	August 1, 2024
A6.3	STAIR FLOOR PLANS AND SECTIONS	August 1, 2024
A6.4	STAIR FLOOR PLANS AND SECTIONS	August 1, 2024
A6.5	STAIR FLOOR PLANS AND SECTIONS	October 15, 2024
A6.6	STAIR FLOOR PLANS AND SECTIONS	August 1, 2024
A6.7	STAIR FLOOR PLANS AND SECTIONS	August 1, 2024
A6.8	STAIR DETAILS	August 1, 2024
A6.9	TIER FRAME ELEVATIONS	October 9, 2024
A6.10	TIER FRAME ELEVATIONS	October 9, 2024
A7.1	OPENING SCHEDULE - NON-DETENTION	October 15, 2024
A7.2	OPENING SCHEDULE - DETENTION	October, 15 2024
A7.3	FIRST LEVEL - DOOR HARDWARE PLAN	October 15, 2024
A7.4	SECOND LEVEL - DOOR HARDWARE PLAN	October 15, 2024
A7.5	DOOR AND FRAME ELEVATIONS	October 15, 2024
A7.6	DOOR AND FRAME ELEVATIONS	October 15, 2024
A7.7	FRAME DETAILS	October 9, 2024
A7.8	FRAME DETAILS	August 1, 2024
A7.9	FRAME DETAILS - TIER FRAMES	October 9, 2024
A8.1	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 9, 2024
A8.2	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 15, 2024
A8.3	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 9, 2024
A8.4	ENLARGED PLANS AND INTERIOR ELEVATIONS	August 1, 2024
A8.5	ENLARGED PLANS AND INTERIOR ELEVATIONS	September 26, 2024
A8.6	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 9, 2024
A8.7	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 9, 2024
A8.8	ENLARGED PLANS AND INTERIOR ELEVATIONS	August 1, 2024
A8.9	ENLARGED PLANS AND INTERIOR ELEVATIONS	September 26, 2024
A8.10	ENLARGED PLANS AND INTERIOR ELEVATIONS	August 1, 2024
A8.11	ENLARGED PLANS AND INTERIOR ELEVATIONS	August 1, 2024
A8.12	ENLARGED PLANS AND INTERIOR ELEVATIONS	August 1, 2024
A8.13	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 9, 2024
A8.14	ENLARGED PLANS AND INTERIOR ELEVATIONS	September 26, 2024
A8.15	ENLARGED PLANS AND INTERIOR ELEVATIONS	September 16, 2024

### EXHIBIT A-3 - LIST of DRAWINGS, PLANS, and SPECIFICATIONS

A8.16	ENLARGED PLANS AND INTERIOR ELEVATIONS	September 26, 2024
A8.17	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 9, 2024
A8.18	ENLARGED PLANS AND INTERIOR ELEVATIONS	October 9, 2024
A9.1	EXTERIOR DETAILS	August 1, 2024
A9.2	EXTERIOR DETAILS	October 15, 2024
A9.3	EXTERIOR DETAILS	October 9, 2024
A9.4	INTERIOR DETAILS	October 15, 2024
A9.5	INTERIOR DETAILS	August 1, 2024
A9.6	INTERIOR DETAILS	September 26, 2024
A9.7	CASEWORK DETAILS	October 9, 2024
A9.8	CASEWORK DETAILS	October 9, 2024
A9.9	CASEWORK DETAILS	October 9, 2024
S0.0	STRUCTURAL TITLE SHEET	August 1, 2024
S0.1	SPECIAL INSPECTIONS PROGRAM	October 9, 2024
S1.1	OVERALL FOUNDATION PLAN	October 9, 2024
S1.1A	FOUNDATION PLAN AREA A	August 1, 2024
S1.1B	FOUNDATION PLAN AREA B	October 9, 2024
S1.1C	FOUNDATION PLAN AREA C	October 9, 2024
S1.2A	SECOND LEVEL FRAMING PLAN - AREA A	August 1, 2024
S1.2B	SECOND LEVEL FRAMING PLAN - AREA B	October 9, 2024
S1.3A	ROOF FRAMING PLAN AREA A	August 1, 2024
S1.3B	ROOF FRAMING PLAN AREA B	October 15, 2024
S1.3C	ROOF FRAMING PLAN AREA C	August 1, 2024
S2.0	SECTIONS & DETAILS	October 9, 2024
S3.0	SECTIONS & DETAILS	August 1, 2024
S3.1	SECTIONS & DETAILS	August 1, 2024
S3.2	SECTIONS, PLANS & DETAILS	October 15, 2024
M0.1	MECHANICAL TITLE SHEET	August 1, 2024
M1.1A	FIRST LEVEL - AREA A - FLOOR PLAN - FIRE PROTECTION	August 1, 2024
M1.1B	FIRST LEVEL - AREA B - FLOOR PLAN - FIRE PROTECTION	September 26, 2024
M1.1C	FIRST LEVEL - AREA C - FLOOR PLAN - FIRE PROTECTION	August 1, 2024
M1.2A	SECOND LEVEL - AREA A - FLOOR PLAN - FIRE PROTECTION	August 1, 2024
M1.2B	SECOND LEVEL - AREA B - FLOOR PLAN - FIRE PROTECTION	September 26, 2024
M1.2C	SECOND LEVEL - AREA C - FLOOR PLAN - FIRE PROTECTION	August 1, 2024
M2.0A	UNDERFLOOR - AREA A - FLOOR PLAN – PLUMBING	October 15, 2024
M2.0B	UNDERFLOOR - AREA B - FLOOR PLAN – PLUMBING	October 15, 2024
M2.0C	UNDERFLOOR - AREA C - FLOOR PLAN – PLUMBING	October 15, 2024
M2.1A	FIRST LEVEL - AREA A - FLOOR PLAN – PLUMBING	October 15, 2024
M2.1B	FIRST LEVEL - AREA B - FLOOR PLAN – PLUMBING	October 15, 2024
M2.1C	FIRST LEVEL - AREA C - FLOOR PLAN – PLUMBING	October 15, 2024
M2.2A	SECOND LEVEL - AREA A - FLOOR PLAN – PLUMBING	October 15, 2024
M2.2B	SECOND LEVEL - AREA B - FLOOR PLAN – PLUMBING	October 15, 2024
M2.2C	SECOND LEVEL - AREA C - FLOOR PLAN – PLUMBING	October 15, 2024
M2.3	ENLARGED PLANS – PLUMBING	October 15, 2024
M2.4	RISER DIAGRAM – AREA A – WASTE & VENT – PLUMBING	October 15, 2024
M2.5	RISER DIAGRAM – AREA A – WASTE & VENT – PLUMBING	October 15, 2024

### EXHIBIT A-3 - LIST of DRAWINGS, PLANS, and SPECIFICATIONS

M2.6	RISER DIAGRAM – AREA B – WASTE & VENT – PLUMBING	October 15, 2024
M2.7	RISER DIAGRAM – AREA B – WASTE & VENT – PLUMBING	October 15, 2024
M2.8	RISER DIAGRAM – AREA C – WASTE & VENT – PLUMBING	October 15, 2024
M2.9	RISER DIAGRAM – AREA A – DOMESTIC WATER – PLUMBING	October 15, 2024
M2.10	RISER DIAGRAM – AREA A – DOMESTIC WATER – PLUMBING	October 15, 2024
M2.11	RISER DIAGRAM – AREA B – DOMESTIC WATER – PLUMBING	September 26, 2024
M2.12	RISER DIAGRAM – AREA B – DOMESTIC WATER – PLUMBING	September 26, 2024
M2.13	RISER DIAGRAM – AREA C – DOMESTIC WATER – PLUMBING	October 15, 2024
M3.1A	FIRST LEVEL - AREA A - FLOOR PLAN – PIPING	August 1, 2024
M3.1B	FIRST LEVEL - AREA B - FLOOR PLAN – PIPING	October 15, 2024
M3.1C	FIRST LEVEL - AREA C - FLOOR PLAN – PIPING	October 15, 2024
M3.2A	SECOND LEVEL - AREA A - FLOOR PLAN – PIPING	October 15, 2024
M3.2B	SECOND LEVEL - AREA B - FLOOR PLAN – PIPING	October 15, 2024
M3.2C	SECOND LEVEL - AREA C - FLOOR PLAN – PIPING	October 15, 2024
M4.1A	FIRST LEVEL - AREA A - FLOOR PLAN – HVAC	September 16, 2024
M4.1B	FIRST LEVEL - AREA B - FLOOR PLAN – HVAC	October 9, 2024
M4.1C	FIRST LEVEL - AREA C - FLOOR PLAN – HVAC	October 15, 2024
M4.2A	SECOND LEVEL - AREA A - FLOOR PLAN – HVAC	September 26, 2024
M4.2B	SECOND LEVEL - AREA B - FLOOR PLAN – HVAC	September 26, 2024
M4.2C	SECOND LEVEL - AREA C - FLOOR PLAN – HVAC	September 16, 2024
M4.3	ENLARGED PLANS – MECHANICAL	September 26, 2024
M5.1A	ROOF LEVEL - AREA A – MECHANICAL	August 1, 2024
M5.1B	ROOF LEVEL - AREA B – MECHANICAL	September 26, 2024
M5.1C	ROOF LEVEL - AREA C – MECHANICAL	September 26, 2024
M6.1	MECHANICAL SCHEDULES	October 15, 2024
M6.2	MECHANICAL SCHEDULES	September 16, 2024
M6.3	MECHANICAL SCHEDULES	October 9, 2024
M7.1	MECHANICAL DETAILS	August 1, 2024
M7.2	MECHANICAL DETAILS	August 1, 2024
M7.3	MECHANICAL DETAILS	October 15, 2024
M7.4	MECHANICAL DETAILS	August 1, 2024
M7.5	MECHANICAL DETAILS	August 1, 2024
M7.6	MECHANICAL DETAILS	August 1, 2024
M7.7	MECHANICAL DETAILS	September 26, 2024
M7.8	MECHANICAL DETAILS	September 26, 2024
M7.9	MECHANICAL DETAILS	August 1, 2024
M7.10	MECHANICAL DETAILS	August 1, 2024
M7.11	MECHANICAL DETAILS	August 1, 2024
M7.12	MECHANICAL DETAILS	August 1, 2024
E0.1	ELECTRICAL TITLE SHEET	September 16, 2024
E1.1	SITE PLAN – ELECTRICAL	September 16, 2024
E2.1A	FIRST LEVEL - AREA A - FLOOR PLAN – LIGHTING	September 16, 2024
E2.1B	FIRST LEVEL - AREA B - FLOOR PLAN – LIGHTING	October 9, 2024
E2.1C	FIRST LEVEL - AREA C - FLOOR PLAN – LIGHTING	October 9, 2024
E2.2A	SECOND LEVEL - AREA A - FLOOR PLAN – LIGHTING	September 26, 2024
E2.2B	SECOND LEVEL - AREA B - FLOOR PLAN – LIGHTING	September 26, 2024
E2.2C	SECOND LEVEL - AREA C - FLOOR PLAN – LIGHTING	September 16, 2024

### EXHIBIT A-3 - LIST of DRAWINGS, PLANS, and SPECIFICATIONS

E3.1A	FIRST LEVEL - AREA A - FLOOR PLAN – POWER	September 16, 2024
E3.1B	FIRST LEVEL - AREA B - FLOOR PLAN – POWER	October 9, 2024
E3.1C	FIRST LEVEL - AREA C - FLOOR PLAN – POWER	October 9, 2024
E3.2A	SECOND LEVEL - AREA A - FLOOR PLAN – POWER	August 1, 2024
E3.2B	SECOND LEVEL - AREA B - FLOOR PLAN – POWER	August 1, 2024
E3.2C	SECOND LEVEL - AREA C - FLOOR PLAN – POWER	August 1, 2024
E3.3	ROOF PLAN – POWER	August 1, 2024
E4.1A	FIRST LEVEL - AREA A - FLOOR PLAN – SYSTEMS	August 1, 2024
E4.1B	FIRST LEVEL - AREA B - FLOOR PLAN – SYSTEMS	October 9, 2024
E4.1C	FIRST LEVEL - AREA C - FLOOR PLAN – SYSTEMS	October 9, 2024
E4.2A	SECOND LEVEL - AREA A - FLOOR PLAN – SYSTEMS	August 1, 2024
E4.2B	SECOND LEVEL - AREA B - FLOOR PLAN – SYSTEMS	August 1, 2024
E4.2C	SECOND LEVEL - AREA C - FLOOR PLAN – SYSTEMS	August 1, 2024
E5.1A	FIRST LEVEL - AREA A - FLOOR PLAN – SECURITY	September 16, 2024
E5.1B	FIRST LEVEL - AREA B - FLOOR PLAN – SECURITY	October 15, 2024
E5.1C	FIRST LEVEL - AREA C - FLOOR PLAN – SECURITY	October 9, 2024
E5.2A	SECOND LEVEL - AREA A - FLOOR PLAN – SECURITY	August 1, 2024
E5.2B	SECOND LEVEL - AREA B - FLOOR PLAN – SECURITY	August 1, 2024
E5.2C	SECOND LEVEL - AREA C - FLOOR PLAN – SECURITY	August 1, 2024
E5.3A	FIRST LEVEL - AREA A - FLOOR PLAN - SECURITY CONTROLS	August 1, 2024
E5.3B	FIRST LEVEL - AREA B - FLOOR PLAN - SECURITY CONTROLS	August 1, 2024
E5.3C	FIRST LEVEL - AREA C - FLOOR PLAN - SECURITY CONTROLS	August 1, 2024
E5.4A	SECOND LEVEL - AREA A - FLOOR PLAN - SECURITY CONTROLS	August 1, 2024
E5.4BC	SECOND LEVEL - AREAS B & C - FLOOR PLAN - SECURITY CONTROLS	August 1, 2024
E6.1	ENLARGED ELECTRICAL PLANS	October 9, 2024
E6.2	ENLARGED ELECTRICAL PLANS	August 1, 2024
E6.3	ENLARGED ELECTRICAL PLANS	August 1, 2024
E6.4	ENLARGED ELECTRICAL PLANS	September 26, 2024
E6.5	ENLARGED ELECTRICAL PLANS	September 26, 2024
E6.6	ENLARGED ELECTRICAL PLANS	September 16, 2024
E7.1	POWER RISER DIAGRAM	August 1, 2024
E7.2	POWER RISER DIAGRAM	August 1, 2024
E8.1	SCHEDULES – ELECTRICAL	October 9, 2024
E8.2	SCHEDULES – ELECTRICAL	September 16, 2024
E8.3	SCHEDULES – ELECTRICAL	September 16, 2024
E8.4	SCHEDULES – ELECTRICAL	September 16, 2024
E8.5	SCHEDULES – ELECTRICAL	September 16, 2024
E8.6	SCHEDULES – ELECTRICAL	September 16, 2024
E8.7	SCHEDULES – ELECTRICAL	October 15, 2024
E8.8	SCHEDULES – ELECTRICAL	October 15, 2024
E8.9	SCHEDULES – ELECTRICAL	September 16, 2024
E8.10	SCHEDULES – ELECTRICAL	August 1, 2024
E8.11	SCHEDULES – ELECTRICAL	August 1, 2024
E8.12	SCHEDULES – ELECTRICAL	August 1, 2024
E8.13	SCHEDULES – ELECTRICAL	August 1, 2024
E8.14	SCHEDULES – ELECTRICAL	August 1, 2024
E9.1	DETAILS – ELECTRICAL	September 16, 2024
E9.2	DETAILS – ELECTRICAL	August 1, 2024

**EXHIBIT A-3 - LIST of DRAWINGS, PLANS, and SPECIFICATIONS**

E9.3	DETAILS – ELECTRICAL	September 16, 2024
E9.4	DETAILS – ELECTRICAL	September 16, 2024
E9.5	DETAILS – ELECTRICAL	September 16, 2024
E9.6	DETAILS – ELECTRICAL	September 16, 2024
E9.7	DETAILS – ELECTRICAL	September 16, 2024
FS100	FOODSERVICE EQUIPMENT OVERALL PLAN	August 1, 2024
FS101	FOODSERVICE EQUIPMENT PLAN AND SCHEDULE	September 16, 2024
FS200	FOODSERVICE EQUIPMENT ELEVATIONS AND SECTIONS	August 1, 2024
FS201	FOODSERVICE EQUIPMENT ELEVATIONS AND SECTIONS	August 1, 2024
FS300	FOODSERVICE EQUIPMENT SPECIAL CONDITIONS DETAILS	August 1, 2024
FS301	FOODSERVICE EQUIPMENT SPECIAL CONDITIONS PLAN	August 1, 2024
FS400	FOODSERVICE EQUIPMENT STANDARD DETAILS	August 1, 2024
FS401	FOODSERVICE EQUIPMENT STANDARD DETAILS	August 1, 2024
FSE100	FOODSERVICE EQUIPMENT ELECTRICAL SCHEDULE	August 1, 2024
FSE101	FOODSERVICE EQUIPMENT ELECTRICAL PLAN	September 16, 2024
FSM100	FOODSERVICE EQUIPMENT MECHANICAL SCHEDULE	August 1, 2024
FSM101	FOODSERVICE EQUIPMENT MECHANICAL PLAN	September 16, 2024

**SPECIFICATIONS**

<u>Title</u>	<u>Description</u>	<u>Date</u>
Volume 1 of 4	Division 00 through 06	August 1, 2024
Volume 2 of 4	Division 07 through 13	August 1, 2024
Volume 3 of 4	Division 21 through 23	August 1, 2024
Volume 4 of 4	Division 26 through 33	August 1, 2024

**ADDENDAS**

Klein McCarthy Architects Addendum No. One (1)	September 16, 2004
Klein McCarthy Architects Addendum No. Two (2)	September 26, 2024
Klein McCarthy Architects Addendum No. Three (3)	October 9, 2024
Klein McCarthy Architects Addendum No. Four (4)	October 15, 2024

## EXHIBIT A-4 – ASSUMPTIONS & CLARIFICATIONS

### General

- A. Owner/Construction Manager Agreement with Beltrami County shall supersede Divisions 00 and 01 of the specifications from Klein McCarthy Architects dated August 1, 2024 should there be any conflicts. The Owner/Construction Manager Agreement shall govern.
- B. Guaranteed Maximum Price (GMP) Amendment “A” prepared by Kraus-Anderson Construction Company must be executed by the Owner prior to November 30, 2024.
- C. Contractual Substantial Completion shall be tied to a Certificate of Occupancy approval by the State Building Code Official as the main Authority Having Jurisdiction (AHJ), and shall not be tied to any final occupancy clearances required from the State Department of Corrections (DOC) in conjunction with the 3<sup>rd</sup> party Security Commissioning or Consulting being procured directly by the Owner.
- D. We exclude 3<sup>rd</sup> party Security Systems Commissioning or Consulting expenses that may be required for final Owner occupancy. Owner to provide these services outside of the Construction Managers contract.
- E. Guaranteed Maximum Price (GMP) Estimate includes our Preconstruction Services fee of \$115,000 as a Cost of the Work. Delete the A133-2019 contract item 7.9.1.9.
- F. Costs for Performance of Payment Bond has been included in our Guaranteed Maximum Price (GMP) Estimate, per our executed Contract Agreement.
- G. Costs for temporary electrical, water and gas consumption, during construction are included in our Guaranteed Maximum Price (GMP) Estimate.
- H. Owner Furnished Products (FFE) – all Fixtures, Furnishings and Equipment identified within the contract documents as “OPOI” (Owner Provided Owner Installed), are excluded from our Guaranteed Maximum Price (GMP) Estimate. This includes all interior standard and loose detention furnishings and equipment not identified in the documents, as well as all exterior site furnishings and equipment, unless specifically indicated to be furnished or installed by Contractor (OPCI).
- I. Minnesota Sales and Use Tax is included for all material and incidental purchases associated with the Guaranteed Maximum Price. Construction Manager has provided to the Owner the preliminary cost amount identified by the bidding subcontractors of MN Sales and Use Tax included within the bid proposals. Monthly G702 & G703 pay-applications will then identify the actual MN Sales and Use Tax amount included with each pay-ap as an attachment, for the Owners use in requesting a rebate from the State of Minnesota pursuant to MN State Statute 297A.71, subdivision 3. Construction Manager will assist the Owner in preparing the submittal package/s to the State for reimbursement requests.
- J. Cost for Builders Risk insurance is included within the Guaranteed Maximum Price.
- K. Cost for State and local building permits are included within the Guaranteed Maximum Price, as well as Municipal Sewer Access/Water Access Connection Charges (SAC/WAC) fees.
- L. Cost for any State, County or municipality plan review fees are excluded from this estimate and are to be paid by the Owner (or Architect as a reimbursable expense).
- M. Liquidated damages are included and acknowledged as identified within the executed A133 – 2019 contract agreement between Owner and Construction Manager as

## EXHIBIT A-4 – ASSUMPTIONS & CLARIFICATIONS

Constructor. Owner and the Design Team shall provide timely decisions and approvals within fourteen (14) calendar days or as mutually agreed upon by all parties, of all information related to maintaining the critical path of the construction schedule, thus enabling the Construction Manager to meet its obligation.

- N. We assume unrestricted access to the project site utilizing state, county and municipal city roads and streets, without weight/load limitations during spring road restrictions.
- O. We assume no liability for existing City street conditions either prior to or post construction. We include street patching to match existing profile construction at new utility services connection points only, per City requirements.
- P. Any requirements on the inclusion of WMBE owned or disadvantaged businesses or other EEO goals are excluded.
- Q. Prevailing Wages are excluded.
- R. We exclude any LEED (Leadership in Energy and Environmental Design) certifications or specific construction requirements to obtain any level of certification.
- S. This estimate does not provide for any Owner Contingency dollars. We recommend an Owner contingency be carried for this project, to cover design scope revisions, concealed or unforeseen conditions, A/E document errors, code issues or Building Official revisions and adjustments, etc.
- T. We include a 5% Contractors Contingency to protect the Construction Manager against any, and all risks, assumed by the Construction Manager, including but not limited to the following:
  - 1. Changes in cost due to market conditions, price increases, and other variables.
  - 2. Contract default in payment or performance by a subcontractor or supplier.
  - 3. Cost of corrective work.
  - 4. Cost of acceleration or overtime premiums.
  - 5. Scope clarification between subcontractors.
  - 6. Means, methods and materials.

*The Contractors Contingency is for the Construction Managers exclusive use in performing the work and may be used at the sole discretion of the Construction Manager. If upon final completion of the project there are any unused funds remaining in the Contractors Contingency, the Construction Manager shall return 100% of such unused funds to the Owner in the form of a deduct change order.*

- U. Code required 3<sup>rd</sup> party special testing and inspections required by the State are excluded, and are to be provided and paid for by the Owner.
- V. Code required 3<sup>rd</sup> party commissioning services required by the State are excluded, and are to be provided and paid for by the Owner.
- W. The Guaranteed Maximum Price (GMP) Amendment and project schedule as submitted do not account for potential impacts related to COVID-19 pandemics. We will endeavor to collaborate with appropriate parties to address these issues as their impact is defined on the scope and schedule of the project. We expect any COVID-19 impacts on price and schedule, if any, to be appropriately addressed by industry-standard force majeure contract provisions.

## EXHIBIT A-4 – ASSUMPTIONS & CLARIFICATIONS

- X. Owner and Architect shall adjust the design documents as necessary to meet any Value Engineering estimated budget values selected, and issue appropriate Proposal Requests (PR's).
- Y. This GMP Submittal shall include the following; This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.
- Z. Owner acknowledges and authorizes the Construction Manager to self-perform Work Scope 6A – Carpentry Package.

### **Site Improvements & Foundations**

- A. Soil corrections are not included, or assumed, in this estimate including unsuitable soils, contaminated soils, ledgerrock removal or large rock boulders in excess of 2.99 cubic yards.
- B. Geotechnical Soils report (by Braun Intertec), has been provided to Kraus-Anderson as informational guidance only to determine job sequencing, means and methods of performing the Earthwork systems, etc. We cannot assume any liability for design interface between Civil and Structural design disciplines.
- C. We assume full access to the project site including any property easements and boundaries that may associated with the proposed property location.
- D. We include an 8' high chain link fence and gates at the Generator Pad as indicated on sheet A0.1 and specification section 32 3113.
- E. We include an 8' high decorative metal fence and gates at the Dumpster Enclosure as indicated on sheet A0.1 and A0.2 and specification section 32 3119.
- F. We include new site utility services as identified on the Civil documents. Water connections will require the City to isolate and valve shut the municipal water main service feeding the property location. We exclude "wet-tapping" the new water service connection.
- G. We include landscaping and irrigation systems as identified in the Landscaping plan and scope sheet issued by the Owner on October 21, 2024, and modified on November 4, 2024.
- H. We include site furnishings only as identified on the Architectural Site Plan sheet A0.1 and specification sections 32 3300 and 32 3313.
- I. We exclude all exterior monument or vehicle directional signage, which will be procured directly by Owner.
- J. We include new Handicap parking and designated parking post and panel signs as indicated on the Architectural Site Plan sheet A0.1.
- K. We include a 4" asphalt paving section as indicated on the Civil documents, not 6" thick as recommended by the Geotechnical report.

## EXHIBIT A-4 – ASSUMPTIONS & CLARIFICATIONS

### **Structural**

- A. Cast-in-place concrete footings, foundations, slabs and composite toppings are included as identified on the structural documents.
- B. We exclude any spray-applied fireproofing at load bearing precast, steel columns and beam structures, as nothing is identified on the contract documents.
- C. We have not included any concrete flatness or testing outside of standard ACI tolerances.
- D. We exclude concrete slab mix-design moisture vapor reducing admixtures (MRVA).

### **Exterior Enclosure**

- A. Select “hold-out” precast wall panels (6 each locations) will be required to accommodate building access for the prefabricated detention cell modules delivery, rigging and installation. Hold out panels will require a horizontal joint/seam to be designed by the precast manufacturer, to allow a “header” panel to still be installed during initial building erection thus allowing the parapet and roofing system to be completed. “Hold-out” panels will be installed after all temporary exterior building wall access is no longer needed.
- B. We include (2) 8’ x 4’ precast wall finishes “Mock-up” panels.
- C. We include security bars in precast concrete wall panels to match what is called out for the CMU walls, as nothing was specifically indicated for the precast. Design team to issue appropriate ASI to add this into the documents.

### **Roofing Systems**

- A. Ballasted 60 mil EPDM roofing system is included at all roofing areas as specified and indicated including 20-year manufacturer’s warranty
- B. Break-away skylights are included as indicated.

### **Interior Construction**

- A. Interior non-load bearing CMU wall partitions are included as indicated. We include top of CMU wall steel angle bracing clips as indicated on structural detail 24/S3.0. We do not assume or include any continuous steel closure angles as nothing is specifically called out on architectural details (refer to Wall Types sheet WT.1).
- B. Ballistic Resistant Panels (Level-3) are included at Reception-Lobby window wall as indicated (placed behind gypsum wallboard).
- C. Interior door and wayfinding signage are excluded, and to be part of Owners FF&E package.
- D. We include exterior building signs indicated and specified only.
- E. We include supply and installation of Toilet Accessories as specified and indicated, both standard accessories and detention. Paper towel, soap and hand sanitizing dispensers are to be provided by Owner (OPCI) as part of the FF&E package as specified, and installed by Construction Manager.
- F. Exterior and interior window treatment, film or shades are excluded and to be part of Owners FF&E package (OPOI).
- G. We include all new Food Service equipment indicated and specified. We include removal/disassembly, transportation and reinstallation of existing food service

## EXHIBIT A-4 – ASSUMPTIONS & CLARIFICATIONS

equipment indicated as “Existing/Relocate”, from the existing Jail facility kitchen, at same time as Owner commits to a “move-in” date. We do not include removal/disassembly, transportation or reinstallation of any existing equipment that is indicated as “Existing/Owner to Relocate”. We also assume all relocated equipment MEP hook-up services are consistent with the new building services design.

### **Detention Cells & Equipment**

- A. We include 146 prefabricated steel detention cells (including Janitor Closet modules) per specification section 13 3423a, as manufactured by Coastal Detention Holding – Trussbilt (Huron, SD), as part of overall Detention work scope being completed by Noah Detention Construction (Freeport, FL).
- B. We include section 05 5963 Detention Enclosures, including (13) SK-1 and (33) SK-2 Kane operable steel (Vantage) wall locking skylight enclosures. Also includes 12-gauge L-shield detention sprinkler enclosures/covers.
- C. We include section 08 3113.53 Detention Access Doors & Frames, including (20) 24” x 24” security access panels to be “field-located”, (14) A19A 12” x 24” and (4) A19B 24” x 48” security access panels.
- D. We include section 08 3463 Detention Doors & Frames, including (86) SHM frames (CMU walls), (52) 3-sided SHM frames (Precast openings), (6) borrowed lite frames (Precast openings), (10) window frames (Precast openings), (30) SHM Windows, (142) SHM swing doors, (2) SHM sliding doors, and all full height polycarbonate tier frames A24F at Mezzanine level locations indicated.
- E. We include section 08 5654 Detention Windows, including (5) DW1, (2) DW2, (6) DW3 and (5) DW4 detention windows.
- F. We include section 08 5659 Transaction Accessories, including (1) detention package receiver, (1) pass drawer, (1) key cabinet.
- G. We include section 08 7163 Detention Door Hardware, including (146) cell hardware sets, (142) detention swing door hardware sets, (2) detention sliding devices, detention locks for all security access panels and fire protection cabinets, (4) paper pass locks, spares as specified.
- H. We include section 08 8853 Security Glazing, including all security glazing at Detention Modular Cells, and Detention Windows DW1 thru DW4.
- I. We include section 10 2813.63 Detention Toilet Accessories, including (6) detention safety hooks, (20) detention framed mirrors, (8) 18” and 42” detention grab bars, (4) 36” and L-shaped grab bars, (4) shower seats, (6) shower curtains and tracks, (10) recessed detention toilet paper holders.
- J. We include section 10 4415 Detention Fire Protection Cabinets, including (13) A7C semi-recessed detention fire cabinets with extinguishers, (2) A7F surface mounted detention fire cabinets with extinguishers.
- K. We include section 11 1916 Detention Gun Lockers, including (1) A22A 6-compartment surface mounted keyless pistol locker, (1) A22B 8-compartment surface mounted keyless pistol locker, (1) A22C 6-compartment recessed keyless pistol locker, (1) 8-compartment recessed keyless pistol locker.

## EXHIBIT A-4 – ASSUMPTIONS & CLARIFICATIONS

- L. We include section 12 5500 Detention Furniture, including (14) A18K freestanding double-bunks, (11) A18A detention lounge chairs, (23) A18J DT-1 four-person detention tables, (6) A18I DT-1ADA four-person detention tables, (7) A18H DT-2 two-person detention table, (12) A22J Kryptomax floor mounted stools, (23) A22G detention TV enclosures for 42" TVs, (2) A22P fully recessed detention restraint cabinets, A22R 12-gauge steel detention enclosures/angles indicated.
- M. We include section 13 3423a Prefabricated Steel Detention Cells, including (146) prefabricated detention cells (including Janitor Closet modules) indicated, including all plumbing fixtures (as mfr. by: Acorn).
- N. We exclude all freestanding Gametop tables, chairs shown in rooms C100 D100, H100, G100, J100, L100 on the overall first level floor plan. These are assumed to be provided by Owner.

### **Conveying Systems**

- O. Elevators and/or lifts are excluded.
- P. Property Storage conveying equipment is excluded and to be part of Owners FF&E package.

### **Plumbing Systems & Laundry Equipment**

- A. We included all domestic water systems, equipment and fixtures, faucets and trim including all piping and insulation.
- B. Detention plumbing fixtures (non-modular cell locations) as manufactured by Acorn are being provided per Voluntary Alternate-2, and included within the Guaranteed Maximum Price (GMP).

### **Mechanical HVAC Systems**

- A. We include mechanical HVAC systems, with roof mounted air-handling and air-cooled chiller equipment.
- B. We include new Fulton Vantage VTG-4000 condensing boiler system as specified for base bid. Refer to optional Alternate-2 for add amount to use Riello RTC-4000 condensing boiler in lieu of Fulton.
- C. BAS controls by Honeywell (WEBs N4) are included for all BAS control systems as an extension of the existing County control system. Installing subcontractor will be Wir3d Electric out of Fargo, ND.
- D. We include all mechanical piping, equipment, ductwork, insulation, alarms and labeling indicated.
- E. We include all testing and balancing of new mechanical HVAC systems indicated.

### **Fire Protection**

- A. All work to be designed and installed in accordance with NFPA 13, State and City requirements, subject to the following:
  - Sprinklers designed to NFPA 13 throughout.
  - Fire pump is excluded.
- B. Nitrogen Generator for supervisory air in preaction piping.

## EXHIBIT A-4 – ASSUMPTIONS & CLARIFICATIONS

- C. Air compressor and dry heads in vestibules and walk-in cooler/freezer.
- D. Note: Novec 13 and FM200 clean agent system gas are no longer available or manufactured in the USA. This can be purchased from China, but is not a reliable source. The low responsive Fire Protection subcontractor recommends using a Vortex hybrid fire suppression system in lieu of Clean Agent at the three (3) rooms identified (1016, 1038, 1500), which we are including with our Guaranteed Maximum Pricing. Design team will need to issue a change to the contract documents to reflect this scope revision.

### **Electrical Systems**

- A. We include providing a new 2,500 amps at 480/277 volt 3-phase electrical service. A new utility transformer to be provided by the local utility company.
- B. We include a new 1,200 kW 480 volt 3-phase, 4-wire outdoor diesel generator to provide designated back-up power for the facility, with a sound attenuated enclosure rated at 60 dB at 50'. Enclosure will have a base mounted belly tank with fuel capacity capable of 72 hours run time at full load.
- C. We include all new low voltage systems indicated and specified, including rough-in pathways and CAT-6 cabling/devicing, equipment room racks, and wall mounted punch-downs.
- D. We include all new CCTV security surveillance camera systems including CAT-6A cabling, per Alternate-3B, for Cameras.
- E. We exclude any Audio-Visual (A/V) systems. Owner to provide as part of FFE package.
- F. We include all Security electronics systems indicated and specified, using Accurate Controls as the vendor.
- G. See Add Alternate pricing options for low voltage cabling upgrade to use CAT-6A, per Alternate-3A, and Alternate-3B, in lieu of base bid cabling CAT-6.



Date: November 19, 2024  
Beltrami County Commission

REGULAR AGENDA BILL

**SUBJECT: Classification & Compensation Study**

**RECOMMENDATIONS:** Adopt Baker Tilly's Classification & Compensation Study With Implementation Option 3 and Add a 1% Market Adjustment Above the Approved 2% COLA for 2025 to Update the Plan to 2025 Market Rates and Authorize Staff to Fund the Implementation

---

**DEPARTMENT OF ORIGIN:** Human Resources Department

**CONTACT PERSONS:** Ann Schroeder, HR Director 218-333-4155

**DATE SUBMITTED:** November 14, 2024

**CLEARANCES:** Administrator

**BUDGET IMPACT:** ~ \$3.3M

**SUMMARY STATEMENT:**

In March, the Board of County Commissioners authorized the solicitation of proposals for a Human Resources Consulting Firm to undertake a Compensation and Classification Study of all positions within the County. The last time this study was conducted was over 11 years ago. The Study is essential in ensuring that the County maintains accurate job descriptions, position classifications, and market rate wages.

A Class/Comp Committee was appointed by the County Board and developed a comprehensive Request for Proposal (RFP) and advertised the project for several weeks. The County received 4 quality responses. The Committee then evaluated those responses and invited two firms to interview, before finally selecting Baker Tilly as the recommended consultant.

Baker Tilly has completed its work and presented the findings to the County Board for consideration.

**DATE: November 19, 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:** November 12, 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

**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)**  
**4<sup>th</sup> 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	<del>Joe Gould</del> Tom Barry
November 19	Richard Anderson
December 3	<del>Richard Anderson</del> John Carlson
December 17	<del>John Carlson</del> Richard Anderson

**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	<del>Tim Sumner</del> John Carlson
October 9	<del>John Carlson</del> Craig Gaasvig
November 13	<del>Craig Gaasvig</del> Tim Sumner
December 11	Joe Gould