



BELTRAMI COUNTY

REGULAR MEETING AGENDA

Beltrami County Board of Commissioners
December 3, 2024
5:00 p.m.

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

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

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

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

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

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

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

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

CONSENT AGENDA
5:00 p.m.

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held November 19, 2024 as presented. Minutes of the Board of Commissioners Work Meeting held on November 19, 2024. **Pg.1**
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** **Pg.11**
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** **Pg.12**
- 7d. **Auditor/Treasurer: Approval of 2025 Business Renewals** **Pg.13**
- 7e. **Administration: Approval of 2025 Legislative Lobbyist Contract** **Pg.15**
- 7f. **Administration: Approval of Airport Authority Position Appointment** **Pg.19**
- 7g. **Administration: Approval of 2025 Legal Newspaper Designation** **Pg.22**
- 7h. **Health & Human Services: Approval of Parenting Solutions Contract** **Pg.30**
- 7i. **Health & Human Services: Approval of Bills Paid** **Pg.46**
- 7j. **Health & Human Services: Approval of 2025 Social Services Contracts** **Pg.47**
- 7k. **Highway: Approval of Local Option Transit Sales Tax Public Hearing Date** **Pg.49**
- 7l. **Recorder: Approval of Fidar Software Renewal** **Pg.51**
- 7m. **Sheriff: Approval of EMBER Services Agreements** **Pg.76**
- 7n. **Solid Waste: Approval of Resolution of Support for 9 County C&D Group to Apply for Recycling Grant Program** **Pg.110**

REGULAR AGENDA
5:10 p.m.

- 8. **Swearing in of Deputy Pendleton** **Pg.115**
- 9. **Public Hearing – Ordinance to Regulate Cannabis Businesses** **Pg.117**
- 10. **2025 Legislative Platform** **Pg.133**
- 11. **Approval of Commissioner Salary Resolution** **Pg.139**
- 12. **Approval of Commissioner Per Diem Rates Resolution** **Pg.141**
- 13. **Set Board Meeting Schedule for 2024** **Pg.144**
- 14. **Additional Items**

COMMISSIONERS' BUSINESS ITEMS

- 15. **Legislative/Lobbying Issues** [Pg.148](#)
- 16. **Commissioners' Reports**
- 17. **Review Upcoming Meeting Schedule**
- 18. **Adjourn**

BUDGET MEETING AGENDA
6:00 p.m.

- 1. **Public Hearing:**
 - a) **Adoption of the 2025 Property Tax Levy Resolution** [Pg.151](#)
 - b) **Adoption of the 2025 Budget Resolution** [Pg.154](#)
 - c) **Adoption of the 2025 Proposed Fee Schedule** [Pg.156](#)
 - d) **Adoption of the Transportation Improvement Plan** [Pg.169](#)
- 2. **Adjourn**

**Date: December 3, 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 26, 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 19, 2024**

The Beltrami County Board of Commissioners met in regular session on November 19, 2024, at the County Board Room, County Administration Building, Bemidji, Minnesota.

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

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

GENERAL COMMENTS - BOARD CHAIR

None.

CITIZENS ADDRESSING THE BOARD

- Kelly Thelen, resident from Boot Lake Road in Park Rapids MN, addressed the Board with a public awareness message regarding child sexual abuse and low conviction rates for offenders. Reports of crime are increasing. The Board is being asked to support private organizations who want to supply support and housing to victims and their families as well as adding the issue to their Legislative Priorities and support HF432 legislation from the 2023-2024 Session.

APPROVAL OF AGENDA

No additions or corrections were made to the Agendas.

GENERAL BUSINESS

Approved Agenda and Amendments

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

Approved Consent Agenda

A motion to approve the Consent Agenda was made by Commissioner Anderson, seconded by Commissioner 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 November

12, 2024, and the Minutes of the Board of Commissioners Regular Meeting held November 12, 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 and Certified 2025 Ditch Benefit Percentages

The Board, by adoption of its Consent Agenda, approved the Ditch assessments payable in 2025 as recommended and submitted by the County Engineer and Auditor-Treasurer

Approved Resolution to Reappoint County Assessor

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.

Approved Resolution to Submit and Adopt the One Watershed One Plan Upper & Lower Red Lake Plan to BWSR

The Board, by adoption of its Consent Agenda, approved the Resolution to submit the final draft plan to BWSR for the Upper & Lower Red Lake One Watershed One Plan, and if approved by BWSR, adopt as the official County Water Plan for the Upper and Lower Red Lake Watershed.

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.

Approved and Authorized Memorandum of Agreement for Implementation of 1W1P Upper & Lower Red Lake Plan

The Board, by adoption of its Consent Agenda, approved and authorized the Memorandum of Agreement titled "Upper/Lower Red Lake Watershed Comprehensive Watershed Management Plan Implementation Agreement", as submitted.

Approved Setting Public Hearing Date for Ordinance to Regulate Cannabis Businesses

The Board, by adoption of its Consent Agenda, approved setting the Public Hearing Date for the Ordinance to Regulate Cannabis Businesses for December 3, 2024, as submitted.

Approved Health & Human Services Family Child Care Licenses

The Board, by adoption of its Consent Agenda, approved the family child care licenses, as submitted.

Approved Health & Human Services Family Foster Care Licenses

The Board, by adoption of its Consent Agenda, approved the family foster care licenses, 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 Resolution and Agreement for Road Maintenance with the City of Solway

The Board, by adoption of its Consent Agenda, approved the Resolution and 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.

Approved Consumer Scale Agreement

The Board, by adoption of its Consent Agenda, approved the Consumer Scale Agreement with D&D Ventures, Inc., as submitted.

Approved Resolution to Enroll Deputy in PERA Police & Fire Plan

The Board, by adoption of its Consent Agenda, approved the Resolution to enroll Deputy Henry Pendelton in the PERA Police and Fire Plan:

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).

REGULAR AGENDA

Jail Bid Results and GMP Amendment

Kraus Anderson, the County's Construction Manager at Risk, delivered the results of the recent construction bids and presented the Guaranteed Maximum Price (GMP) during the Work Session.

A motion was made by Commissioner Gaasvig, and seconded by Commissioner Anderson, to approve the Jail Bid Results and guaranteed Maximum Price (GMP) Amendment and Exhibits in a total of \$62,647,616.00. Unanimously carried.

Discussion included further investigation into the Bid Alternate 3B - To provide CAT-6A low voltage cabling for security camera cabling only at \$35,020.00.

Classification and Compensation Study

Human Resources Director, Ann Schroeder, Baker Tilly Representatives and Administrator Tom Barry presented the process, facts and findings for the classification and compensation study during the Work Session.

A motion was made by Commissioner Anderson, and seconded by Commissioner Gaasvig, to adopt Baker Tilly's Classification and 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. Unanimously carried.

COMMISSIONERS' BUSINESS

Legislative/Lobbying Issues & Commissioner's Reports

- Commissioner Sumner commented on attending the Management Team Meeting and is plan to pick up all his Committee Assignments in 2025.
- Commissioner Gaasvig provided several committee updates and included a request for an update from Natural Resources Management on estimated funding for the Development Fund prior to the end of the year.
- Commissioner Gould provided serval committee updates and included a quest to consider a budget amendment to provide funding to the Kitchigami Regional Library.
- Commissioner Carlson reported on attending the election canvassing and thanked the Auditor-Treasurer's office and everyone who help in providing a smooth election process.

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be December 3, 2024, in the Board Room of the County Administration Building.

MEETING ADJOURNMENT

A motion to adjourn the Board meeting at 5:14 p.m. was made by Commissioner Gould, seconded by Commissioner Anderson, and unanimously carried.

John Carlson, Chair

Thomas H. Barry, County Administrator

WORK MEETING MINUTES

Beltrami County Board of Commissioners
November 19, 2024
3:00 pm

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

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

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

1. Call to Order

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

2. Introduction of New Employees

Jail Administrator, Calandra Allen introduced one new Corrections officer and Environment Services Director, Brent Rud introduced three new staff.

3. Identify Future Work Meeting Topics

None.

4. Northern Dental Access Center

Jeanne Edvold Larson, Executive Director of the Northern Dental Access Center provided a report on the history, growth and services they provide. Thanks to the support, foresight and collaborations of the Beltrami County Board six years ago, the Northern Dental Access Center opened its doors in 2009. Since that time, they have grown and expanded to multiple locations, areas of services, patient and staff growth and significant regional economic impact.

5. Jail Bid Results & GMP Amendment

Larry Filippi with Contegry Group, along with Patrick Weerts and Steven Trudeau with Kraus Anderson, the Construction Manager at Rist, delivered the results of the recent construction bids and presented the Guaranteed Maximum Price (GMP). The original overall project budget was established at \$80,000,000.00. Bids for construction were received in a pre-qualification phase, resulting in over 100 bids on 32 packages. After construction bids were received and thoroughly vetted and verified, approximately 43% of the bids went to local firms. Total building construction cost amounted to \$62,647,616, which is significantly under the original construction budget.

Questions were raised regarding the add alternate item for CAT-6A cabling for security cameras at \$35,020. This item will be reviewed with the electrical engineer.

6. Paul Bunyan Drug Task Force Update

Sheriff's Office, Commander Dave Hart updated the Board on the activities of the Paul Bunyan Drug Task Force (PBTF). The Task Force is a multi-agency, multi-jurisdictional violent crime enforcement team. Of the 9 member agencies, Beltrami County far exceeds the others in drug related activities, including seizures, arrests, overdoses, etc.

The return on investment for the work of the Drug Task Force is significant and made possible through agency contributions and quarterly grants.

7. Ordinance to Regulate Cannabis Businesses

Environmental Services Director, Brent Rud presented the Draft Ordinance to Regulate Cannabis Businesses. Mr. Rud reviewed the process to date, which included a Planning Commission Public Hearing on November 13. The next step for this ordinance will include scheduling a public hearing at the December 3 County Board meeting, taking action at that meeting, or the next in order to have the Ordinance effect on January 1, 2025 when the Interim Ordinance expires. The State Office of Cannabis Management is also working on the administrative rules at this time as well. They hope to have those finalized by next summer.

8. One Watershed One Plan Upper & Lower Red Lake Update

Environmental Services Director, Brent Rud discussed the status of the draft plan that was created for the Upper & Lower Red Lake One Watershed One Plan (1W1P). Next step is to submit the Plan to BWSR for approval and then to the Policy Committee members, which includes Beltrami County, Beltrami SWCD, Red Lake Watershed District and the Red Lake Band of Ojibwe, for their approval as well.

9. Classification and Compensation Study

Human Resource Director, Ann Schroeder reviewed the goals and purpose of the Study. Specifically, to develop a pay structure that will allow the county to maintain a fair and equitable plan for employees and ensure that it is solid enough to determine comparable work value for all classes of employees and for all positions. Ms. Schroeder then introduced Sarah Towne and Thomas Patton, representatives from Baker Tilley, who joined the meeting via Zoom to review the Study and discuss the process. Ms. Towne walked through the five step process, in detail, that was used to complete the project:

1. Data Collection
2. Position Review
3. Market Analysis
4. Pay Plan Development
5. Project Completion – currently at this step

Four implementation scenarios were offered for consideration, none of which recommend a pay decrease for any employee as a result of the study.

Recommendations from Baker Tiller were to:

- Approve the pay plan and position grade assignments
- Approve an implementation scenario

- Continue efforts to maintain the classification and compensation system with routine reviews, pay structure and salary adjustments and adopt general and annual increases

Administrator, Tom Barry followed Baker Tilly's presentation with the recommendation from the County's Class/Comp Study Committee to implement Scenario Three : Employees move to the same step they are currently at within the existing plan plus a 1% addition to the 2% market adjustment. This implementation is in the budget for 2025. Implementation roll out would be to all non-union positions effective within the January 1,2025 pay period and presentation to all unions for MOA consideration as the language to implement this Study is not in the current contracts.

Mr. Barry also commended and thanked the Board for their unwavering support of staff through this process and to the Committee, Baker Tilly and all Staff for their hard work on this project.

8. Administrator's Report

- Second Health & Human Services Budget Committee review complete
- 2025 Legislative Platform will be presented at the next Board meeting
- Current commissioner committee assignments distributed for review and future discussion
- Dec 4 United Way Chili Cookoff and basket fundraiser. All are invited.

9. Other Business Items

a) Review Bills

b)

10. Review Agenda for the November 19, 2024 Regular Board Meeting

No additions or corrections were made to the agendas.

11. Adjourn

The Work Session was adjourned at 4:45 p.m.



Meeting Date: December 3, 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 26, 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: December 3, 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 26, 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: December 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: 2025 Business License Renewals

RECOMMENDATIONS: Approve 2025 Renewals of Business Licenses, including Liquor, Wine/Strong Beer, Set-up, 3.2, Tobacco, and Auctioneer.

DEPARTMENT OF ORIGIN: Auditor-Treasurer

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

DATE SUBMITTED: November 27, 2024

CLEARANCES: Renewal applications will be presented to the County Attorney and Sheriff for review. Issuance of any license is conditional on receiving these approvals.

BUDGET IMPACT: NA

EXHIBITS: Applicant List

SUMMARY STATEMENT:

Each License on the list is a renewal of an existing license that has already gone through the approval process in the prior year.

**Beltrami County
2025 Business License Renewals**

Liquor License Renewals:

Bemidji Town & Country Club
Bliss Outdoors LLC
Break on the Lake Resort
Concordia Language Villages
Gillman's Grocery
Hillcrest Supper Club
Horizon Warehouse Liquor
JR's Corner Access LLC
Kitchi Landing Resort
Lakes Liquor Store
Lazy's Inc
Lost Acres Resort
Morning Star Resort
My Store LLC
Pike Hole Bar & Restaurant
Red Lake Adventures LLC
Rogers Resort & Campground LLC
Ruttger's Birchmont Lodge
Scenic Store
Ruzek Brothers Inc.
The 89 Bar & Grill
West Wind
Wishbone Resort

Temporary Liquor License Renewals:

Bemidji Jaycees
BHS Fishing Team
United Way

Wine/Strong Beer License Renewals:

Bemidji Speedway
Fourtown Store/Little Willie LLC
Jake's Pizza
Paradise Resort
Kohl's Resort

Set-up License Renewals:

Fourtown Store/Little Willie LLC
Hillman's Store

Auctioneer License Renewals:

Roni Laine Henry

Second Hand Goods License Renewals:

None

Tobacco License Renewals:

Bemidji Co-op Association
DG Retail, LLC dba Dollar General
DG Retail, LLC dba Dollar General
Dick's Head Shop LLC
Fourtown Store/Little Willie LLC
Gillman's Grocery
Hillman's Store
Horizon Warehouse Liquor
JD's Outpost Bar & Grill
Jensen Store LLP
Kelliher Municipal Liquor Store
Lake's Liquor Store
Lake's Market Inc.
Leever's Foods, Inc
Liquor Lodge
My Store - Solway
My Store - Turtle River LLC
My Store LLC
Northdale Oil Inc.
Pete's Place South
Pour Willies
Rogers Resort & Campground LLC
Scenic Store
The 89 Bar & Grill LLC
Timberline Sports, Inc.
Village One Stop

3.2 License Renewals

Bemidji Speedway
Chippewa Pines Resort
Fourtown Store/Little Willie LLC
Greenwood Golf Course
Hillman's Store/Tall Tale Tavern
Jake's Pizza
Kohl's Resort
My Store - Solway
My Store - Turtle River LLC
Paradise Resort
Pete's Place South
Rogers Resort & Campground LLC
Scenic Store
Wishbone Resort



Date: December 3, 2024
Beltrami County Commission

CONSENT AGENDA BILL

SUBJECT: Legislative Lobbyist

RECOMMENDATION: Approve the 2025 Government Relations Proposal from Flaherty & Hood and Authorize the Expenditure of \$30,000 for Said Services

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON:

Tom Barry, County Administrator 218-333-4109

DATE SUBMITTED: November 26, 2024

CLEARANCES: Administrator

BUDGET IMPACT: \$30,000 (already budgeted)

ATTACHMENTS: Flaherty & Hood Proposal

SUMMARY STATEMENT:

The 2025 Minnesota Legislative Session starts January 14, 2025. The County has identified nearly a dozen legislative priorities in its 2025 Legislative Platform. Several of these legislative priorities are critical to the County and will likely require additional spearheading at the State Capitol. Flaherty & Hood has offered to continue to provide legislative consulting services to the County for the 2025 calendar year at a cost of \$30,000 (no increase above the 2024 rate).

November 5, 2024

Tom Barry
County Administrator
Beltrami County
701 Minnesota Avenue, Suite 200
Bemidji, MN 56601

VIA EMAIL

Dear Tom,

Thank you for your inquiry regarding government relations services for the 2025 legislative session. Flaherty & Hood, P.A. is a law and government relations firm whose primary focus is on representing the needs of rural Minnesota at the Minnesota State Capitol. We believe that our firm's experience and expertise uniquely qualify us to represent the County's interests at the legislature and state agencies. It was a pleasure to work with you over previous legislative sessions. This letter serves as both proposal and agreement for Flaherty & Hood, P.A. ("Firm") to provide state government relations and lobbying services to Beltrami County ("County") in 2025.

Scope of Services

Flaherty & Hood will provide the following legislative services to Beltrami County:

- Consult with the County on development of legislative priorities & strategy.
- Draft necessary legislation and amendments with appropriate counsel.
- Secure legislative bill authors and co-authors as necessary.
- Directly lobby of committee chairs, key legislators, the Governor's Administration, and key state agency officials and staff.
- Update or create handouts and other materials on county priorities.
- Monitor progress of relevant bills through the legislative process.
- Coordinate testimony for legislative hearings.
- Be the voice as directed by the County at the Legislature.
- Provide the county with timely updates from the Legislature.
- Participate in events and meetings as requested by the County.
- Coordinate proper responses with the County to identified bill introductions.

Project Management

Flaherty & Hood Senior Lobbyist Erik Simonson will serve as the primary contact for the County at the firm and will oversee the execution of activities described in this agreement. Mr. Simonson will be assisted by other Flaherty & Hood staff as necessary. Shareholder Attorney/Lobbyist Bradley Peterson will be ultimately responsible for the delivery of services to the County.

Term of Agreement

The term of services outlined in this agreement will commence when this agreement has been approved by the Beltrami County Board, fully executed by both parties, and a copy of the executed agreement has been received by Flaherty & Hood, or on December 1, 2024, whichever comes later. The term of services will continue through November 30, 2025.

Compensation

The cost of the services outlined in this agreement is \$30,000. This is a flat fee rate that will be billed in three installments of \$10,000 with invoices sent in each of February, May, and August 2025. There may be additional reasonable expenses, such as printing, postage, travel, and/or meal expenses, related to the execution of County business that will be billed separately.

Termination

This agreement may be terminated by either party prior to November 30, 2025 by providing 30 days written notice to the other, at which time a pro-rated portion of the total fee owed will be promptly billed and paid.

Amendment to Agreement

The County and Firm may agree to any amendments to the scope of services (for example: significant involvement in state agency rulemaking processes) and/or compensation by mutual consent of both parties. The amendment must be in writing, describe the additional services, terms or compensation agreed to, and be signed by the designated representative of the County and a representative of the Firm.

Conflict of Interest

By entering into this agreement, the County understands that Flaherty & Hood represents other entities and local governments at the legislature. Flaherty & Hood advocates for each client's interests strenuously on their own merits. If a conflict of interest arises, the Firm will immediately engage both parties to come to a mutually satisfactory resolution.

Minnesota Campaign Finance Board Requirements

The services outlined under this agreement will require Flaherty & Hood lobbyists to maintain their registration as lobbyists for Beltrami County with the Minnesota Campaign Finance Board (CFB). Lobbyists and entities that hire lobbyists are subject to certain rules and requirements. By entering into this agreement, the County agrees to comply with all relevant lobbying regulations and requirements. Please reach out to any member of Flaherty & Hood staff with questions.

Conclusion

Flaherty & Hood is pleased to provide legislative services to Beltrami County for the 2025 session and we are confident that we can have a significant impact in advancing your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,
FLAHERTY & HOOD, P.A.

By:



Bradley Peterson, Shareholder Attorney, Flaherty & Hood, P.A.

11/5/2024

Date

Accepted By:

Tom Barry, County Administrator, Beltrami County

Date

ADDENDUM

Both Parties agree to the following as a condition of exercising this Engagement Letter:

1. Flaherty & Hood, P.A. will not directly represent any City or Township in Beltrami County, MN during the 2025 Legislative Session and during the term of this engagement letter (which may be extended by mutual agreement) on the legislative topics or activities represented by the Scope of Work for which this Engagement Letter covers.



Meeting Date: December 3, 2024
Beltrami County Commission
Consent Agenda

CONSENT AGENDA BILL

SUBJECT: Appointment of Airport Authority Position

RECOMMENDATIONS: Accept the Airport Authority's Recommendation to Appoint John Knorr to the Airport Authority Board

DEPARTMENT OF ORIGIN: ADMINISTRATOR

CONTACT PERSON: Tom Barry 333-4109

Attachments: Letter from John Knorr and Appointment Memo from Katie Nolting

Budget Impact: None

Summary Statement:

The Airport Authority Joint Powers Agreement which created the Bemidji Regional Airport Authority (Authority) requires one member of the Board to be a lay member, in this case meaning a non-elected member of the public. The current lay member is John Knorr. Mr. Knorr has informed the Authority that he is willing to serve another three (3) year term. The Authority is respectfully recommending the City Council and County Board reappoint Mr. Knorr as the lay member to the Authority for the three (3) year term beginning on January 1, 2025.

704 Durand Drive NW
Puposky, MN 56667
October 29, 2024

Mr. Kyle Christiansen
Executive Director
Bemidji Regional Airport

Mr. Christiansen

Please accept this letter as my formal request to continue to serve on the Bemidji Regional Airport Authority. I have had the privilege to serve on the Airport Authority for the preceding nine (9) years. I believe I can continue to be of service to the Authority and would be honored if the Bemidji City Council and the Beltrami County Commission would reappoint me.

Thank You.



John L. Knorr



MEMORANDUM

TO: Bemidji City Council and Beltrami County Board of Commissioners
FROM: Katie Nolting, Bemidji City Attorney/Airport Authority Attorney
DATE: November 18, 2024
RE: Appointment of Lay Member to the Bemidji Regional Airport Authority

Both the current and recommended amendments to the Joint Powers Resolution (JPR) which created the Bemidji Regional Airport Authority (Authority) requires one member to be a lay member, in this case meaning a non-elected member of the public. Specifically, subdivision 2 of the JPR requires the lay member appointment. The JPR does not have any requirements on how the lay member should be appointed, other than the individual shall be "a resident of either the City or County and shall be mutually appointed for a three-year term by the City Council and the County Board."

The current lay member is John Knorr. Mr. Knorr has informed the Authority that he is willing to serve another three (3) year term. A letter from Mr. Knorr indicating his willingness to continue to serve on the Authority as the lay member is attached.

The Authority has a discussion at its September and October meetings whether to post the lay member opening. When Mr. Knorr indicated he was willing to serve another term, the Authority discussed that due to having a new Executive Director starting in July of 2024, no requirement for a public posting, and Mr. Knorr's willingness to remain on the Authority for another term, the continuity of Mr. Knorr, and his historical knowledge would be advantageous to the Authority.

Therefore, the Authority is respectfully recommending the City Council and County Board reappoint Mr. Knorr as the lay member to the Authority for the three (3) year term beginning on January 1, 2025.

RECOMMENDATION

The City Council and County Board approve John Knorr as the lay member of the Bemidji Regional Airport Authority for a three (3) year term beginning on January 1, 2025.



Meeting Date: December 3, 2024
Beltrami County Commission
Consent Agenda

CONSENT AGENDA BILL

SUBJECT: Designation of Legal Newspaper for the Year 2025

RECOMMENDATIONS: Select and designate the Bemidji Pioneer as the Legal Newspaper for Beltrami County for the year 2025

DEPARTMENT OF ORIGIN: ADMINISTRATOR

CONTACT PERSON: Tom Barry, County Administrator 333-4109

DATE SUBMITTED: November 26, 2024

ATTACHMENTS: A) Bemidji Pioneer Bid Package

BUDGET IMPACT: Included in Budget

SUMMARY STATEMENT:

Each year the County is required to solicit bids for the legal newspaper in which county legal ads will be placed. There are numerous statutory requirements for publication, with the largest being the twice monthly Board minutes, the Delinquent Tax Notice and the annual Financial Statement.

As the only eligible newspaper, The Bemidji Pioneer was provided the information concerning the bid process and submittal deadline. The Bemidji Pioneer has submitted a 2025 bid that reflects no increase over the 2024 rate.

NOTICE FOR BID

The Beltrami County Board of Commissioners will receive sealed bids for the publication of the Annual Financial Statement, all legal Public Notices and all Legal Publications as required by M.S. Sections 331A.01 and 375.12 for 2025. The Financial Statement shall be set in 6 point type. All legal notices and other legal publications shall be set in 7 point type.

Bids will be received until 4:30 p.m. on Monday, December 2, 2024 at the office of the County Administrator and in the following manner:

- Bids per Standard Advertising Unit (S.A.U)
- Rate per S.A.U. on printing of second notice
- Discounts allowed

The successful bidder must be a qualified newspaper under M.S. Section 331A.02 and must present the County with a \$1,000 Printer's Bond with bid.

Dated this 7th day of November, 2024.

Thomas H. Barry
County Administrator



701 Minnesota Ave. NW Ste. 200
Bemidji, MN 56601
Phone: 218-333-8478



802 Paul Bunyan
Drive
Suite 19
Bemidji, MN 56619



218-333-9200

November 18, 2024

Mr. Thomas Barry
Beltrami County Administrator
701 Minnesota Ave NW, Suite 220
Bemidji, MN 56601-3178

Dear Mr. Barry:

Please find enclosed our 2025 legal publication bid for Beltrami County. This will be on a 6 column format.

All materials submitted for publication will be billed at the rate of \$9.00 S.A.U. for the first insertion and \$8.15 S.A.U. for subsequent insertions.

Enclosed is a copy of our current Printer's Bond.

We look forward in working with you in 2024.

Respectfully submitted,

A handwritten signature in cursive script that reads "Pete Mohs".

Pete Mohs
Publisher

Minnesota



Western Surety Company

PRINTING CONTRACT BOND

Effective Date: March 5th, 2024

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 58201623

That we, Bemidji Pioneer Forum Communications Co.,
 as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the
 State of Minnesota, as Surety, are held and firmly bound unto the County,
 of Beltrami, Minnesota, as Oblige, in the sum of not to exceed
One Thousand and 00/100 DOLLARS (\$ 1,000.00),
 lawful money of the United States of America, to be paid unto the Oblige, its successors and assigns for
 which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators and
 assigns firmly by these presents.

THE CONDITION of the above obligation is such that WHEREAS the Principal has been awarded a
 printing contract by the Oblige dated _____ (the "Contract") and gives
 this bond to secure the Principal's performance of the Contract.

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill its obligations under the
 Contract, then this obligation to be void; otherwise to remain in full force and virtue through the original
 term of the Contract. Any extension or renewal of the original Contract will require a separate bond. In no
 event shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount
 stated above.

Dated this 1st day of March, 2024.

BEMIDJI PIONEER FORUM COMMUNICATIONS
CO. _____, Principal

By _____

WESTERN SURETY COMPANY, Surety

By Larry Kaston
Larry Kaston, Vice President



Bemidji Pioneer	Wednesday		Saturday	
	Average Print	Average Digital	Average Print	Average Digital
56601 Bemdiji MN	2164	993	2269	995
56619 Bemdiji MN	36	20	36	20
56630 Blackduck MN	96	26	106	26
56647 Hines MN	31	8	31	8
56650 Kelliher MN	24	10	30	10
56663 Pennington MN	14	3	15	3
56666 Ponemah MN	5	2	5	2
56667 Puposky MN	34	13	34	13
56670 Redby MN	10	6	9	6
56671 Red Lake MN	34	19	49	19
56678 Solway MN	35	24	35	24
56683 Tenstrike MN	35	14	35	14
56685 Waskish MN	2	2	2	2
All Other MN	513	509	536	510
All Other US	34	221	34	222
TOTAL	3067	1870	3226	1874
Numbers reflect average gross distribution from 9/1/23 to 8/13/24. Retailer returns <160 copies/issue.				
Digital Subscriber's zip codes are self-reported by subscriber.				

**Statement of Ownership, Management, and Circulation
(All Periodicals Publications Except Requester Publications)**

1. Publication Title THE BEMIDJI PIONEER/BEMIDJI PIONEER (THE)	2. Publication Number 144840	ISSN 8991812	3. Filing Date 09/17/2024
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7. Complete Mailing Address of Known Office of Publication PO BOX 455 BEMIDJI, BELTRAMI, MN 56619-0455			Contact Person TAMMIE BROOKS
			Telephone (218) 333-9200
8. Complete Mailing Address of Headquarters or General Business Office of Publisher 802 PAUL BUNYAN DR SE STE 19 BEMIDJI, MN 56601			
9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor			
Publisher (Name and complete mailing address) Pete Mohs 506 JAMES ST PO BOX 974 BRAINERD, MN 56401-2942			
Editor (Name and complete mailing address) Annalise Braught 802 PAUL BUNYAN DR SE STE 19 BEMIDJI, MN 56601			
Managing Editor (Name and complete mailing address) Annalise Braught 802 PAUL BUNYAN DR SE STE 19 BEMIDJI, MN 56601			
10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)			
Full Name	Complete Mailing Address		
Forum Communications Company	101 5TH ST N, FARGO, ND 58102-4826		
Jane Black Marcil	101 5TH ST N, FARGO, ND 58102-4826		
William C Marcil	101 5TH ST N, FARGO, ND 58102-4826		
Norman D Black Jr. Trust	101 5TH ST N, FARGO, ND 58102-4826		
Jane Black Marcil & William C	101 5TH ST N, FARGO, ND 58102-4826		
11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box <input checked="" type="checkbox"/> None			
Full Name	Complete Mailing Address		

13. Publication Title THE BEMIDJI PIONEER/BEMIDJI PIONEER (THE)		14. Issue Date for Circulation Data Below 08/31/2024	
15. Extend and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Numbers of Copies (Net press run)		4955	5299
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	536	540
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	1951	1965
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS	468	572
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail)	0	0
c. Total Paid Distribution (Sum of 15b (1), (2), (3), (4))		2955	3077
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside County Copies included on PS Form 3541	7	6
	(2) Free or Nominal Rate In-County Copies included on PS Form 3541	24	22
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)	0	0
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	0	0
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3), (4))		31	28
f. Total Distribution (Sum of 15c and 15e)		2986	3105
g. Copies not Distributed		163	64
h. Total (Sum of 15f and 15g)		3149	3169
i. Percent Paid ((15c / 15f) times 100)		98.96 %	99.10 %
16. If total circulation includes electronic copies, report that circulation on lines below.			
a. Paid Electronic Copies		1806	2130
b. Total Paid Print Copies (Line 15C) + Paid Electronic Copies		4761	5207
c. Total Print Distribution (Line 15F) + Paid Electronic Copies		4792	5235
d. Percent Paid (Both Print and Electronic Copies)		99.00 %	99.00 %
<input checked="" type="checkbox"/> I Certify that 50% of all my distributed copies (Electronic and Print) are paid above a nominal price.			
17. Publication of Statement of Ownership			
<input checked="" type="checkbox"/> If the publication is a general publication, publication of this statement is required. Will be printed in the 09/21/2024 issue of this publication. <input type="checkbox"/> Publication not required.			

18. Signature and Title of Editor, Publisher, Business Manager, or Owner	Title	Date
Pete Mohs	Publisher	09/17/2024 08:24:52 AM
I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).		

PS Form 3526, September 2007 (Page 2)

PRIVACY NOTICE: See our privacy policy on www.usps.com



Meeting Date: Dec. 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Health and Human Services – Parenting Solutions.

RECOMMENDATIONS: Approve contract as presented

DEPARTMENT OF ORIGIN: Health & Human Services

CONTACT PERSON: Curtis Anderson, Economic Assistance Director, 218-333-4199

DATE SUBMITTED: November 21, 2024

CLEARANCES: Anne Lindseth, H&HS Director

BUDGET IMPACT:

- None. Contract is funded through the DHS Consolidated Fund. No cost change from last year's contract limitation amount (\$52,380).

EXHIBITS: 2024 Contract

SUMMARY STATEMENT:

Parenting Solutions has served Beltrami County customers through referrals from Health and Human Services as well as jail staff under a county contract over the past nineteen months. The program has shown successful growth in parenting skills and assisted in parents making progress on a variety of support plans through HHS. Beltrami County Health and Human Services, via our Workforce Impact Program, is requesting to continue the contract with Parenting Solutions to allow parenting support services to MFIP/DWP recipients or other county clients under 200% of poverty using consolidated funds (non-levy).

Parenting Solutions goal is to help any and all fathers, custodial or non-custodial, or anyone filling in as a father figure (stepdad, grandparents, foster parents) learn healthy parenting skills and behaviors, as well as overcome barriers that have prevented them from providing emotional and financial support for their children. By participating in this voluntary step-by-step, multi-class program, participants learn an array of parenting skills that include healthy discipline, communication, and co-parenting skills to become more loving and nurturing parents.

Attached is the completed contract signed by Joseph Johnson of Parenting Solutions. Please review and sign for contract acceptance. There is no change in the contract amount limitation from last year (\$52,380).

**PURCHASE OF SERVICE AGREEMENT – HOST COUNTY CONTRACT
PARENTING SOLUTIONS SERVICES**

THIS AGREEMENT, by and between the Beltrami County Board of Commissioners, (referred to as the "County"), through its local social services agency, Beltrami County Department of Health and Human Services, 616 America Avenue NW, Bemidji, Minnesota 56601, (referred to as the "Agency"), and **Parenting Solutions, 304 West Main Ave Frazee, MN 56544** (referred to as the "Provider") is for the period of January 1, 2025 through December 31, 2025.

WITNESSETH

WHEREAS, Minnesota Statutes, Chapter 256J.626, establishes the Minnesota Family Investment Program Consolidated Fund; and

WHEREAS, federal and state funds are available for the purchase of services pursuant to 42 CFR Parts 1 to 399 and Parts 414 to 426; 45 CFR Part 160; and Minnesota Statutes, Chapters 256 and 256B; and

WHEREAS, the Provider represents that it is duly qualified and willing to furnish such services and is eligible to receive funding through the County from the Minnesota Department of Human Services grants for community support program services; and

WHEREAS, the Agency has identified persons who are in need of community support program services in accordance with Minnesota Statutes, Chapter 245 and 256, and the Agency, pursuant to Minnesota Statutes, Chapters 256; 256E; and 373 wishes to purchase these services from the Provider; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Provider agree as follows:

I. PROVIDER'S RESPONSIBILITIES

- A. The Provider agrees to furnish a full range of Community Support Program services for participants who meet the following eligibility requirements: Families with a minor child, or a noncustodial parent of a minor child receiving assistance, with incomes below 200 percent of the federal poverty guideline for a family of the applicable size, are eligible for services funded under the consolidated fund. Counties and tribes must give priority to families currently receiving MFIP, the diversionary work program, or family stabilization services, and families at risk of receiving MFIP or diversionary work program.
- B. In compliance with Minnesota Statutes, Chapters 245; 256; and 256E, and Minnesota Rules, Chapter 9535, Parts 9535.1700 to 9535.1760, the Provider agrees to furnish the following information in the county's Application for Contract, which is incorporated herein by reference and is on file in the Agency's offices:
 - 1. An explicit description of the services to be provided;
 - 2. A description of the staffing, including job descriptions and professional qualifications of personnel;
 - 3. An organizational chart;
 - 4. The licensed program capacity and/or current number of program participants;
 - 5. Program content;
 - 6. Program budget; and
 - 7. Supporting documents as requested
- C. The Provider agrees to assist service recipients with case management, parenting support, child support services, father and family activities, GED and educational services, benefits assistance, and employment services.

- D. All individuals receiving services under this Contract shall have a goal plan. This plan will be developed with the Provider and available to the county caseworker.
- E. In addition, the Provider agrees to furnish outreach services (such as home visits, health and wellness checks, and problem solving), daily living skills training, family support and protection of recipient's rights.
- F. The Provider agrees to coordinate services with county case managers and residential and community based providers, in order to avoid duplication of services, achieve cost-efficiencies, and provide a continuum of services that address individual needs.
- G. The Provider shall within five (5) days, notify the Agency case manager whenever a recipient refuses services or agrees to an immediate termination of services
- H. The Provider agrees to maintain at all times during the term of this Contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes, Chapter 245A and Minnesota Statutes, Chapter 626, Section 626.556. It is recommended by the Agency that background studies be completed and approved before staff can provide services with or without supervision.
- I. The Provider shall furnish the Agency with a copy of its written procedures for discharging a person or terminating services to a person. The written procedures shall include notification to the case manager, the person to be discharged, and/or the person's parent or legal representative prior to the termination of services; assistance in developing or securing alternative services and ensuring a smooth transition to other services; the review and approval of the proposed action by the interdisciplinary team; and other procedures agreed to by the Provider and the Agency.
- J. The Provider agrees to notify the Agency in writing within ten (10) days whenever the Provider is unable to, or is going to be unable to provide the quality or quantity of services in a specific person's plan to achieve the measureable objectives as required by this Agreement. Upon such notification, the Agency and the Provider shall determine whether the person's plan should be modified.

II. SERVICES TO BE PURCHASED

- A. The County agrees to purchase and the Provider agrees to furnish services under Parenting Solutions/Nurturing Fathers Curriculum as described by the Agency and in accordance with the type, amount, frequency and duration stated in the client's individual plan for each person served under this Agreement. The amount, type, frequency and duration of the purchased services shall be directed toward the client's achievement of goals and objectives stated in his/her plan.
- B. The Provider shall in writing, within thirty (30) days, notify the Agency whenever it is unable to, or going to be unable to furnish the required quality or quantity of purchased services as noted in Section I of this Agreement. Upon such notification, the County will require modification or cancellation of said Agreement. Nothing in this Agreement shall be construed as requiring the Provider to furnish services, or the Agency to continue purchasing services from the Provider for any eligible person.
- C. The County is committed to including outcomes as a critical element in defining and managing contracted services. The County and the Provider agree that this is a significant component of an effective delivery system and agree as follows:

The Provider's outcomes shall be consistent with the outcome measures contained in this Agreement and the Provider will maintain records and submit reports showing actual results. The Provider's actual outcome achievement will be a factor to be considered in contracting decisions by the County. Management of services with respect to outcomes is a continuing process requiring ongoing refinement and the County and the Provider agree to maintain a commitment to that process.

- D. A contract renewal request will be submitted by the provider annually outlining program information and outcome measures.

III. COST AND DELIVERY OF PURCHASED SERVICES

- A. The County has the authority to determine rates and contract limits with respect to this Agreement, pursuant to Minnesota Statutes, Chapter 256J.
- B. The unit cost for providing services to recipients eligible for payment under Minnesota Statutes, Chapter 256E, Section 256E.12 and Minnesota Rules, Chapter 9535, Parts 9535.1700 to 9535.1760 is based on a per hour charge for services delivered. This contract is limited to **\$52,380 (fifty two thousand three hundred eighty)** for services provided to Beltrami County residents that are the responsibility of Beltrami County. This contract will be funded with \$52,380 in MFIP Consolidated Fund grant dollars.

Payment for services rendered will be made in twelve payments throughout the year. Beltrami County will receive monthly reports from the provider detailing hours of service for specific services provided through this contract. These hours will be applied to the following rates. If the number of hours applied to the rate of pay for the specific service does not meet the contract amount this will be taken into account as future contracts for these services are considered.

For the Provider's Program, The Provider shall be reimbursed the following rates for services furnished to eligible recipients:

- I. \$ 46,800 salary plus fringe, based on one 10-hour day per week x 52 weeks.
- II. \$5,580 mileage (180 miles/week x 50 weeks at .62 per mile)

- C. The Provider certifies that payment claims for purchased services will be in accordance with the rates of payment and amounts authorized by the Agency or county of financial responsibility. The Provider agrees to submit all charges in a form and manner acceptable to the Agency's invoice processing system. The Provider agrees that reimbursement shall be on the basis of actual cost of services to eligible persons.
- D. The County and the Provider agree that services to be furnished under this Agreement to eligible persons are not available without cost.
- E. The Agency or county of financial responsibility only if authorized by them shall incur financial responsibility for services not included in the per-hour costs.
- F. Upon request by the Agency, documentation of the Provider's staff compensation shall be submitted quarterly, which identifies each position, the hourly rate of pay and actual compensation paid (wages, benefits and payroll taxes) in a format agreed upon by the Agency.
- G. The Provider shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the purchased services.

III. ELIGIBILITY FOR SERVICES

- A. The parties understand and agree that eligibility of the recipient to receive the purchased services is to be determined in accordance with eligibility criteria established by Minnesota Statutes, Chapter 256J.626, and by the Agency or financially responsible county. Eligibility includes families with a minor child, or a noncustodial parent of a minor child receiving assistance, with incomes below 200 percent of the federal poverty guideline for a family of the applicable size, are eligible for services funded under the consolidated fund. Counties and tribes must give priority to families currently receiving MFIP, the diversionary work program, or family stabilization services, and families at risk of receiving MFIP or diversionary work program. Eligibility must be established prior to the recipient receiving services.
- B. The parties understand and agree that the Agency or county of financial responsibility shall determine preliminary and final recipient eligibility, screen and authorize payment prior to services being provided. No payment of grant funds will be made for recipients receiving services without such authorization, unless other mutually agreed upon arrangements have been made between the Provider, Agency or county of financial responsibility.
- C. The Agency shall notify the Provider at the time of placement of the agreed upon units of service to be furnished and of the dates of service. If, prior to the expiration of the service period, the Agency has determined that the recipient is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the Provider within ten (10) days of the determination. The Agency shall notify the recipient of the proposed termination of services in writing at least ten (10) days prior to the proposed Agency action and of the recipient's right to appeal the proposed Agency action.
- D. The Provider shall notify the Agency within ten (10) working days if a determination is made that a recipient who has a county case manager is no longer eligible to receive the purchased services or that services are no longer needed or appropriate. The Provider agrees to notify recipients of proposed termination of services at least ten (10) days prior to the proposed action, and of the recipient's right to appeal this proposed action. The Provider shall not discharge or terminate services to a recipient prior to the proposed date unless delay would seriously endanger the health, safety or well-being of other recipients.

IV. INDIVIDUAL SERVICE AND TREATMENT PLANNING

- A. The parties understand and agree that when the agency has an open case management case all services provided to eligible persons under the terms of this Agreement shall be in accordance with the individual and family case plan. The Provider agrees to develop the recipient's plan and coordinate service delivery with the recipient's county case manager.
- B. All services provided to eligible persons under the terms of this Agreement shall be directed toward the recipient's achievement of the goals and objectives identified in the recipient's individual case plan. Performance of the Provider will be monitored and evaluated in accordance with recipient outcomes as specified in the plan.
- C. When the Agency has an open case management case it shall not delegate the development of the agency required case plan to the Provider.

VI. BILLING AND PAYMENT FOR PURCHASED SERVICES THROUGH THE COUNTY

- A. The Provider shall submit billing invoices within five (5) working days following the month during which the purchased services were delivered to eligible persons. Invoices shall be submitted to the Agency in a format approved by the Agency.

- B. The County will make payment within thirty-five (35) days from the receipt of the invoice. If the invoice is incorrect or otherwise improper, the Agency will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Agency will make payment within thirty-five (35) days.
- C. The Provider agrees to notify the County if full or partial payment is received from any other source for any eligible person that was also paid by the County. In such cases, the Provider shall return to the County any duplicate payment by the County for such eligible persons.
- D. The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues. Further, the parties agree that the County shall have no responsibility for the collection or subsidization of bad debts related to other revenue for purchased services.
- E. The Provider agrees not to include in the charges for services any administrative or program costs assignable to private pay or third-party payers.
- F. The Provider will bill only for services actually delivered.
- G. The Provider will ensure all reimbursable expenses are turned in promptly. The Agency will not reimburse any expenses related to this contract received from the Provider after 15 Feb 2026.

VII. DISCONTINUATION/TERMINATION OF SERVICES FOR INDIVIDUALS

- A. **Provider Inability to Furnish Services** - The Provider shall, within no more than ten (10) business days of its determination, notify the Agency or the County of Financial Responsibility, of its determination that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services for an individual person. A transition plan must be developed with the person's case manager/care coordinator. The Agency or County of Financial Responsibility will implement the transition plan within the subsequent twenty (20) calendar days of notification of inability to provide services. The Provider shall not discharge or terminate services to a client prior to the proposed date of discharge unless delay would seriously endanger the health, safety or well-being of other residents
- B. **Safety of the Person** - If the Agency or other County of Financial Responsibility has sufficient reason to believe that the safety or well-being of a person receiving services maybe endangered by actions of the Provider, its agent and/or employees, the Agency or other County of Financial Responsibility may require that the Provider immediately terminate furnishing services to the person. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the Agency or other County of Financial Responsibility to determine that the safety and well-being of the person has been assured. No payment shall be made for the period during which services are suspended or terminated. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis for the work or services satisfactorily performed.
- C. **Notice of Discharge/Termination** - The Provider agrees to give at least a thirty (30) day written notice to the Agency or County of Financial Responsibility, the person to be discharged, and the person's responsible party or legal representative, whenever the Provider proposes to discharge or terminate service(s) to a person who has received services.
Unless other legal requirements impose a longer notice period, in which case the longer notice period applies. This notice of action must include the specific grounds for termination and document attempts to address those reasons with the Agency or County

of Financial Responsibility. The Provider shall not terminate services or discharge a person before giving such notice or before the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others. This includes the Provider terminating service(s) to a person because of non-payment of a Medical Assistance spend-down.

- D. **Written Procedures** - The Provider shall furnish to the Agency or County of Financial Responsibility a copy of its written procedures for discharging a person or terminating services to a person. The written procedures shall include provision for notification to the case manager, the person to be discharged, and the person's responsible party or legal representative prior to the termination of services. The written procedures shall state that the Provider will assist the Agency or County of Financial Responsibility in developing or securing alternative services and ensuring a smooth transition to other services; include the review and approval of the proposed action by the interdisciplinary team and other procedures agreed to by the Provider and the Agency or County of Financial Responsibility. A written summary of information and transfer of records will be included in the procedures.

VIII. RECORD DISCLOSURES, REPORTS AND EVALUATION

- A. The County shall monitor and evaluate the Provider's performance under this Contract. County procedures for monitoring and evaluating may include, but are not limited to, on-site visits to the Provider's facility(is); review of client files; review of the Provider's financial, statistical and program records; a review of reports and data supplied by the Provider at the County's request; and cost reports.
- B. Within ninety (90) days of the close of this Agreement, the Provider agrees to furnish to the County a detailed un-audited year-end revenue and expense statement and balance sheet for the term of this Contract.
- C. The Provider agrees to maintain complete financial books and records according to generally accepted accounting principles which shall fully document receipts and expenditures under this Agreement. Manual or electronically stored records shall include, but not be limited to:
Ledgers, vouchers, receipts, bank statements, cancelled checks, payroll and cash account records, and other supporting documents. The Provider further agrees to maintain all financial records pertaining to this Contract for six (6) years for audit purposes at **Parenting Solutions, 304 West Main Ave Frazee, MN 56544**. This shall be in accordance with Minnesota Statutes, Chapter 16C, Section 16C.05, Subdivision 5.
- D. The Provider shall furnish the County with such other reports as the County may from time to time reasonably require.
- E. The Provider shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of services.

IX. STANDARDS, LICENSES, CERTIFICATIONS AND TRAINING

- A. The Provider represents that it will remain qualified to furnish the purchased services in accordance with the applicable provisions of federal laws, Minnesota Statutes and Rules and this Contract.
- B. The Provider agrees to use only qualified personnel to furnish any services pursuant to this Agreement. If licensing or certification is a necessary prerequisite for provision of services, the Provider ensures that personnel and services are properly licensed or certified in accordance with the provisions of state law and Minnesota rules. The Provider shall make every reasonable effort to maintain sufficient staff, facilities and equipment to deliver the

purchased services.

- C. The Provider agrees to furnish or arrange for staff training as required in Minnesota Rules and Minnesota Statutes. A copy of the staff training plan shall be provided to the Agency as requested.
- D. Some program recipients, eighteen (18) years and older served under this current Contract may fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, Chapter 626, Section 626.5572. The Provider must follow all reporting requirements as defined in Minnesota Statutes, Section 626.557. The Provider must also show that staff training is completed in the areas of what must be reported, local common entry point contacts and follow up within the Provider's agency.
- E. The Provider, whether it does/does not furnish services to persons under the age of eighteen (18) must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, Chapter 626, Section 626.556. The Provider and its designees are responsible as a mandated reporter and must follow all reporting requirements as defined in Minnesota Statutes, Chapters 245A and 626. The Provider must also show that staff training is completed in the areas of what must be reported, local common entry point contacts and follow up within the Provider's agency.
- F. The Provider agrees to comply with the County's Limited English Proficiency Plan and the U.S. Department of Health and Human Services Office of Minority Health's "National Standards for Culturally and Linguistically Appropriate Services in Health Care." For Medical Assistance funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance funded services shall be the financial responsibility of the Provider.
- G. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs A, B, C, D, E and F as stated above, may be cause for cancellation of this Agreement effective as of the receipt of notice of cancellation.

X. SAFEGUARD OF RECIPIENT INFORMATION AND HIPAA COMPLIANCE

- A. The use or disclosure, by any party, of information concerning an eligible recipient in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, Minnesota Government Data Practices Act, or for any responsibility with respect to the purchased services herein is prohibited except on written consent of such eligible recipient, the recipient's attorney or the recipient's responsible parent or guardian.
- B. To the extent that the Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR 160.103, Provider is a business associate of Beltrami County for purposes of the Health Insurance Portability and Accountability Act of 1996. Furthermore, by signing this Agreement, the Provider agrees to comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and its implementing regulations (45 CFR Parts 160-164).
- C. The Provider and its designees will ensure the privacy and protection of client records according to state and federal laws, including Minnesota Statutes, Chapter 13; and Minnesota Rules, Chapter 1205.
- D. The individual employed by the Provider who is designated to ensure compliance with

Minnesota Statutes, Chapter 13, Section 13.46, Subdivision 10, Paragraph (d), and Health Insurance Portability and Accountability Act shall be Joseph Johnson, Owner Parenting Solutions.

- E. The County shall ensure that a joint Release of Information document is completed to provide private information to the Provider pursuant to Minnesota Rules, Chapter 1205, Parts 1205.0100 to 1205.2000.

XI. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NONDISCRIMINATION

- A. The Provider agrees to comply with the Civil Rights Act of 1964, including Title VI (42 USC 2000d), Executive Order No. 13166 on compliance with Limited English Proficiency requirements; Title VII (42 USC 2000e), Executive Order No. 11246 on discrimination on the basis of sex; the Rehabilitation Act of 1973 as amended by Section 504; the Minnesota Human Rights Act (Minnesota Statutes, Chapter 363A); and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities and in the rendering of purchased services herein on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.
- B. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Chapter 363A, and Section 363A.36. This section only applies if the contract is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous twelve (12) months.
- C. It is the County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, age or disability, but that they also take affirmative action to ensure positive progress in Equal Employment Opportunity.

XII. FAIR HEARING AND GRIEVANCE PROCEDURES

- A. The Agency agrees to provide for a fair hearing and grievance procedures for each person receiving services under this Agreement in conformance with Minnesota Statutes, Chapter 256, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- B. The Agency will advise applicants and eligible persons of their rights to a fair hearing in the appeal process, including, but not limited to, their right to appeal a denial or exclusion from the program or failure to recognize an eligible person's choice of service and of his/her rights to a fair hearing in these respects.

XIII. BONDING, INDEMNITY AND INSURANCE

- A. Bonding: The Provider will be required to maintain at all times during the term of this Contract a fidelity bond or insurance coverage for employee dishonesty, with a minimum amount of \$25,000.00, covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Provider's bond or insurance certificate shall be delivered to the Agency at the beginning of this Contract term and on an annual basis thereafter.
- B. Hold Harmless and Indemnification: The Provider agrees to defend, indemnify, and hold harmless Beltrami County, its employees and officials from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any

act or omission on the part of the Provider, or its subcontractors, partners or independent providers or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Provider or the subcontractors, partners, or independent providers or any of their agents or employees under this Agreement.

The Provider agrees that it will at all times indemnify and hold harmless the County from any and all liability for loss, damage or injuries arising from its performance under this Agreement if:

1. By reason of any service recipients suffer personal injury, death, or property loss or damages either while participating in or receiving from the Provider care and services to be furnished by the Provider under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Provider or its employees or assigns;
2. By reason of any service a recipient causes injury to, or damage to, the property of another person during any time when the Provider, the Provider's assigns or employees thereof have undertaken or are furnishing the care or service called for under this Agreement.

C. Certificate of Insurance:

Any insurance required to be carried by the contractor shall be primary and not in excess to any other coverage by the County.

The contractor's insurance companies are preferred to maintain a financial rating that is a current A.M. best rating of no less than A: VII, if the contractor is self-insured, review of financial information may be required.

Coverage must be in force for the complete term of the contract. If the insurance expires during the term of the contract a new certificate of the insurance must be received by the member at least 10 days prior to the expiration date. The insurance must meet the terms of the original contract.

The contractor must provide a minimum of 60 days' advance notice to the County of any substantial Change or cancelation of any of the insurance policies listed on the certificate of insurance.

The County should be included as an additional insured on all liability policies, professional liability and worker's compensation are the exception.

The Contractor is responsible for any deductible or self-insured retention contained within the contractor's insurance program.

In the event the contractor fails to keep in effect at all times the specified insurance coverage, the County may in addition to any other remedies in may have, terminate the occurrence of such event, subject to the provisions of the contract.

Commercial General Liability:

The Minimum Limits of Liability must be:

\$3,000,000 Aggregate

\$3,000,000 Products and Completed Operations Aggregate

\$1,500,000 Each Occurrence

The policy shall be written on an occurrence basis, not a claims-made basis. Beltrami County must be listed as an Additional Insured with respect to this Agreement. An excess or umbrella liability policy may be used in conjunction with primary coverage to meet the minimum limit requirements.

Professional Liability Coverage:

The Minimum Limits of Liability must be:
\$2,000,000 Per Wrongful Act or Occurrence
\$4,000,000 Annual Aggregate

Automobile Liability:

The Minimum Limits of Liability must be:
Combined Single Limit of \$1,500,000 for Each Occurrence
The policy must include All Owned Autos, Hired and Non-owned
Beltrami County must be listed as an Additional Insured with respect to this Agreement.

Worker's Compensation and Employer's Liability Coverage:

Worker's Compensation limits are to be statutory per applicable state and federal laws.
The Provider's Minimum Limits of Coverage must be:
Bodily Injury by Accident: \$500,000 Each Accident
Bodily Injury by Disease: \$500,000 Each Employee
Bodily Injury by Disease: \$500,000 Policy Limit

XIV. PROVIDER DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors or the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. In addition, Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal money from providers who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Chapter 16C, Section 16C.03, Subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend providers who seek to contract with the State/County. Providers may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Provider certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or county; and
- B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

- E. Shall immediately give written notice to the Agency's Contracting Officer should the Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing theft, embezzlement, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property.

*" Principals" for the purpose of this certification means officers; directors; owners; partners; and Persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment and similar positions.)

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at oig.hhs.gov/fraud/exclusions.html.

If you do not have access to the website, and/or need the information in an alternative format, contact: Beltrami County Human Services at (218)333-4223.

XV. SUBCONTRACTING

- A. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without written approval from the Agency. All subcontractors shall be subject to and shall meet all of the requirements of this Agreement.

- B. The Provider shall ensure that any and all subcontracts to provide services under this Agreement shall contain the following language:

"The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing and may take any appropriate administrative action or sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the agreement between the County Board and the Provider. The Provider specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees, costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to this Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment of the United States Constitution or any other waiver of immunity."

- C. The Provider agrees to be responsible for the performance of any subcontractors to ensure Compliance with the subcontract and Minnesota Rules.

XVI. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this Agreement, including the payment provisions as specified above for the full term or any portion or extension of the agreement period, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with

Beltrami County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of Beltrami County. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider. Its officers, agents, contractors or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, county, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

XVII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. The Provider, in accordance with Minnesota Statutes, Chapter 13, Section 13.46, Subdivisions 7, 8, and 9, agrees to allow personnel from the County, the Minnesota Department of Human Services and the State Department of Health, where applicable, access to the Provider's records at reasonable hours to exercise their responsibility to monitor purchased services.
- B. The Provider agrees to cooperate fully with Beltrami County Health and Human Services in the development and implementation of both qualitative and quantitative assessment of the Provider's services. Evaluation data collected will be used by the Beltrami County Board of Commissioners in its funding decisions. The Provider will submit financial, statistical, service utilization and outcome reports to the County each quarter or as requested.
- C. In the event there is a revision of State or Federal regulations that might result in the Provider's ineligibility for Federal or State financial participation, all parties will review this Agreement and renegotiate those terms necessary to bring this Agreement into compliance with the new regulations. It is understood and agreed that in the event the reimbursement to the Provider from State and Federal sources is not obtained or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
- D. No claim for services furnished by the Provider, not specifically provided in this Agreement, will be allowed by the Agency, nor shall the Provider do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of this Agreement.
- E. In accordance with Minnesota Statutes, Chapter 245, Section 245.466, Subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement.
- F. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- G. Before the termination date of this Agreement, the Agency may evaluate the performance of the Provider in regards to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

XVIII. CANCELLATION AND TERMINATION OF CONTRACT

- A. Revocation of the Provider's license shall be cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- B. **With or Without Cause:** This Contract may be terminated without cause by either party upon thirty (30) calendar days' written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) business days' written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period. Notwithstanding the foregoing, termination based on noncompliance with Section XVIII, Conditions of the Parties' Obligations, shall occur on the date provided in the written Notice of Termination.
- C. **Termination by County – Lack of Funding:** Notwithstanding any provision of this Contract to the contrary, the County may **immediately terminate** this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota state agencies, federal or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. The County or other Financially Responsible Agency is not obligated to pay for any services performed by the Provider after written Notice of Termination for lack of funding is sent to the Provider. The County or other Financially Responsible Agency will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.
- D. **Written Notice of Termination:** Other than noted in Section XIX, part C of this Contract, this Agreement shall continue in effect until terminated by either party, upon thirty (30) days written notice, delivered by certified mail or in person to the other party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice, as provided herein. Provider notice will be delivered to **Parenting Solutions, 304 West Main Ave Frazee, MN 56544**. County notice will be delivered to Becky Secore, Director, Beltrami County Health and Human Services, 616 America Avenue NW, Bemidji, MN 56601.
- E. **Duties of the Provider Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:
1. Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.
 2. Immediately notify all persons who are receiving services pursuant to this Contract.
 3. Cancel all orders and subcontracts to the extent that they relate to the performance cancelled by the Notice of Termination.
 4. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.
 5. Submit a final invoice for services provided prior to termination, within thirty (30) calendar days of the date of termination.
 6. Retain the records of the persons for at least five (5) years following the termination of services (Minnesota Statutes, Section 245B.07, Subdivision 3 and Minnesota Rules, Part 9505.2190).
 7. Transfer the person's records to the new Provider of services and work cooperatively with the new Provider until a smooth transition is made.
- F. **Duties of County or Other Financially Responsible Agency Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the County or other Financially Responsible Agency shall:

1. Not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized in writing by the County or other Agency with Financial Responsibility.
 2. Within thirty (30) calendar days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.
- G. **Effect of Termination:** Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Contract adequately prior to the effective date of termination.
- H. In the event of default by the Provider, the County may cancel this Agreement immediately by sending written notice of cancellation to the Provider at its principal business address. The Provider's failure to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the County. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the County Board, under resolution of the Board.
- I. In the event of default by the County, the Provider may cancel this Agreement immediately by sending written notice to Beltrami County Health and Human Services at its principal business address. The County's failure to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the Provider.

XIX. MISCELLANEOUS

The Provider acknowledges and agrees that the Minnesota Department of Human Services is a third party beneficiary, and as a third party beneficiary, is an affected party under this Agreement. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of this Agreement between the County Board and the Provider. The Provider specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to this Agreement or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

XX. ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as a previous agreement presently in effect between the Provider and County relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a court of law upholds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement.

- C. The parties further understand and agree that this Contract shall be automatically extended for an additional period of up to ninety (90) days from the end date of this Contract in the event a new contract between the parties is desired, but not entered into, prior to the expiration date contained in this Contract. The purpose of this extension is to ensure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

IN WITNESS WHEREOF, Beltrami County and the Provider have executed this Contract as of the day and year first written above. The Provider, having signed this Contract, and the Beltrami County Board of Commissioners having duly approved this Contract and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth according to Minnesota Statutes, Chapter 256, Section 256.0112.

FOR THE COUNTY

John Carlson, Chairperson
Beltrami County Board of Commissioners


Date: _____



Curt Anderson, Economic Assistance Division Director
Beltrami County Health and Human Services

Date: 11/01/24

FOR THE PROVIDER



Joseph Johnson
Parenting Solutions

Date: 12/1/24

APPROVED AS TO FORM AND EXECUTION

David Hanson
Beltrami County Attorney

Date: _____



Meeting Date: December 3rd, 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: 11/27/2024

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.



Date: December 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: 2025 Social Services Contracts

RECOMMENDATIONS: Motion to approve as written

DEPARTMENT OF ORIGIN: HEALTH & HUMAN SERVICES DEPARTMENT

CONTACT PERSON: Jeffrey Lind

DATE SUBMITTED: November 26, 2024

CLEARANCES: Anne Lindseth, David Hanson

BUDGET IMPACT: See Exhibit A

EXHIBITS: Exhibit A (County Social Services Contracts) *in the signature file*

SUMMARY STATEMENT: These contracts are to provide needed services to Beltrami County residents. They range from Behavioral Health to Child Protection related services and are necessary for the health and welfare of our county residents. Funding for these contracts comes from various sources and is important to our resident's welfare and our overall community health. Funding for all listed contracts has been included in the 2025 county budget.

WOLFE Center: This contract funds shelter services for homeless individuals. The contract is for \$10,000 and is funded through Adult Mental Health Initiative.

CONSENT AGENDA

Beltrami Area Service Collaborative Respite Services: Beltrami County Service Collaborative funds are used to support respite care services for youth with Mental Health concerns, these funds are funded through a grant from the State and are not to exceed that Grant amount.

Bi-CAP Housing Locator: Beltrami County HHS funds \$30,000 from the Adult Mental Health Initiative (AMHI). This contract funds housing case management services provided to clients with Mental Illness, it included assistance with applications, location of housing options, landlord mitigation, and general tenant behavior for those that have had difficulties with housing.

Land of the Dancing Sky Area on Aging: Beltrami County HHS funds \$8,107 which is the local match. This contract is for intake, information and referrals, meals, advocacy, and Senior Linkage Line. This is funded through county levy.

Evergreen Shelter: This contract serves as the Host County Contract for all Evergreen Services. It includes Shelter and Evaluation services. Funds are paid out of Child placement dollars.

GOAL Oriented Assisted Living: Beltrami County HHS funds \$75,209. This contract supports clients that live in their own homes but need continuing support to do so. Services are paid from through a state grant.

Hope House/Community Support Systems, this contract is for \$281,908. These funds are to support clients with SPMI and are funding through the Adult Mental Health Initiative and our Community Support Program(CSP) grant from the state.

Lutheran Social Services: This contract is for guardianship services and is for \$20,000 that is paid through a PrimeWest grant and County Levy.

Meridian Services Inc.: This contract is for contracted case management services and is paid for through waiver funding(state MA funds). The clients that receive this service are placed out of county.

Northwoods Community Assisted Treatment: This contract is for \$18,000 and comes out of the Adult Mental Health initiative. The services fund medication setup and reminder calls that assist clients to remain in their own homes.

Occupational Development Center: This contract is funded at \$5,000 and it funds assisted work environments for clients with disabilities. This is paid through a mixture of State and Federal funds.

Sanford Health of Northern Minnesota: Outpatient Mental Health Services, this contract is for \$14,650, it is funded through county levy and AMHI funds. It assists in paying for uninsured and underinsured clients receiving mental health services which is required of the County by statute.

Sanford Health of Northern Minnesota: Community Support Program(CSP) services. This contract is for \$25,000, it is paid from through the CSP grant and AMHI funds, both state funding sources.

Sanford Health of Northern Minnesota: This contract is for clinical supervision funded at \$19,800 through the AMHI and the Children Mental Health Screening Grant and covers required clinical supervision for staff working with mentally ill clients

Sanford Health of Northern Minnesota: This contract funds Mobil Crisis Services and is not to exceed the State Grant funded amount.

Stellher Human Services: This contract funds Mobil Crisis Services and is not to exceed the State Grant funded amount.

CONSENT AGENDA



Date: December 3, 2024
Beltrami County Commission
Consent Session

AGENDA BILL

SUBJECT: Local Option Sales Tax Public Hearing

RECOMMENDATIONS: Set hearing date for consideration of new LOST project list

DEPARTMENT OF ORIGIN: Highway

CONTACT PERSON (Name and Phone Number): Bruce Hasbargen, County Engineer
333-8180

DATE SUBMITTED: November 25, 2024

CLEARANCES: None

EXHIBIT: draft LOST project list

BUDGET IMPACT: The LOST provides significant funding for the improvement of county roads.

SUMMARY STATEMENT:

Counties are allowed to enact a Local Option Transit Sales Tax for specific projects. The County first adopted the LOST in 2013. It was readopted in 2017 with a new project list. The LOST provides significant funding which has been used to improve county roads. With the proposed 5-Year Transportation Improvement Plan we are nearing the end of the 2017 project list.

Attached is a new LOST project list to be considered for adoption.

Suggest having the Public Hearing at the next regular Board meeting on December 17th, 5pm.

Local Option Sales Tax for Transportation Project List

RD NO.	LOCATION	M I L E S	TYPE OF PROJECT	PROJECT COST	ADDITIONAL COSTS	TOTAL PROJECT COST
20	CSAH 21 to CR 414	1.5	Reconstruction	\$ 3,000,000	\$ 500,000	\$ 3,500,000
7	Co. line to CSAH 14	6.6	Surface Treatment	\$ 1,300,000	\$ 25,000	\$ 1,325,000
27	CSAH 12 to CSAH 20	4.1	Resurfacing	\$ 1,650,000	\$ 50,000	\$ 1,700,000
29	In Tenstrike to TH 71 to CSAH 23	3.6	Resurfacing	\$ 1,450,000	\$ 50,000	\$ 1,500,000
43	In Tenstrike to TH 71	0.22	Resurfacing	\$ 125,000	\$ 25,000	\$ 150,000
31	TH 71 to CSAH 32	5.6	Resurfacing	\$ 2,250,000	\$ 50,000	\$ 2,300,000
91/307	CSAH 43 to 0.4 miles east	0.4	Reconstruction	\$ 400,000	\$ 50,000	\$ 450,000
3	US 2 to CSAH 22	4.9	Surface Treatment	\$ 1,250,000	\$ 50,000	\$ 1,300,000
15	Townhall Rd to Turtle River	5.2	Surface Treatment	\$ 1,800,000	\$ 75,000	\$ 1,875,000
22	CSAH 15 to TH 71	7.1	Reconstruction	\$ 8,800,000	\$ 600,000	\$ 9,400,000
32	W CO LINE TO TH 89	10.7	Resurfacing	\$ 4,300,000	\$ 100,000	\$ 4,400,000
	Highway Maintenance Facility		Building	\$ 3,500,000	\$ 500,000	\$ 4,000,000
16	CSAH 5 to CSAH 14	5.6	Resurfacing	\$ 2,000,000		\$ 2,000,000
32	TH 89 to CSAH 31	17.7	Surface Treatment	\$ 4,400,000	\$ 100,000	\$ 4,500,000
13	CSAH 26 to CSAH 32	7.7	Resurfacing	\$ 2,700,000		\$ 2,700,000
54	So. Co line to E. Co. line	2.1	Resurfacing	\$ 850,000	\$ 25,000	\$ 875,000
11	CSAH 7 to US 2	2.5	Resurfacing	\$ 900,000		\$ 900,000
6	CSAH 6 and 11 intersection		Roundabout	\$ 1,300,000	\$ 200,000	\$ 1,500,000
23	2.8 MI N SHOTLEY TO TH 72	5.6	Resurfacing	\$ 2,000,000		\$ 2,000,000
93	CSAH 36 to TH 72 Kelliher	0.2	Resurfacing	\$ 75,000	\$ 25,000	\$ 100,000
94	CSAH 36 to TH 72 Kelliher	0.4	Resurfacing	\$ 150,000	\$ 25,000	\$ 175,000
42	CSAH 15 to CSAH 21	0.5	Reconstruction	\$ 1,000,000		\$ 1,000,000
21	TH 197 to Annabell	1.3	Reconstruction	\$ 6,000,000	\$ 1,000,000	\$ 7,000,000
11	CSAH 50 to TH 197	1	Resurfacing	\$ 350,000		\$ 350,000
25	CSAH 4 to CSAH 8	3.3	Resurfacing	\$ 1,200,000		\$ 1,200,000
46	1.5 miles west of TH 71 to TH 71	1.5	Resurfacing	\$ 500,000	\$ 25,000	\$ 525,000
40	CSAH 9 to TH 71	2.5	Reconstruction	\$ 2,500,000		\$ 2,500,000
43	TH 71 to CR 307	1.47	Resurfacing	\$ 500,000	\$ 25,000	\$ 525,000
31	TH 71 to TH 71	1.8	Resurfacing	\$ 625,000	\$ 25,000	\$ 650,000
27	CSAH 20 to CSAH 22	3.9	Resurfacing	\$ 1,400,000		\$ 1,400,000
14	CSAH 14 to US 2 (Spirit Ave)	0.3	Resurfacing	\$ 100,000	\$ 25,000	\$ 125,000
30	Blackduck to E. Co. Line	5.8	Widen/Reconstruction	\$ 6,000,000	\$ 1,000,000	\$ 7,000,000
15	CSAH 26 to CSAH 32	6.9	Widen/Reconstruction	\$ 7,000,000	\$ 1,000,000	\$ 8,000,000
5	Solway to CSAH 22	5.1	Widen/Reconstruction	\$ 5,000,000	\$ 1,000,000	\$ 6,000,000
				\$ 76,375,000	\$ 6,550,000	\$ 82,925,000



Date: December 3, 2024
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Fidlar Software Renewal

RECOMMENDATIONS: Approve and sign the 5 year Life Cycle (AVID) extension and schedule D addendum

DEPARTMENT OF ORIGIN: County Recorder

CONTACT PERSON (Name and Phone Number): Charlene D. Sturk
218-333-8345

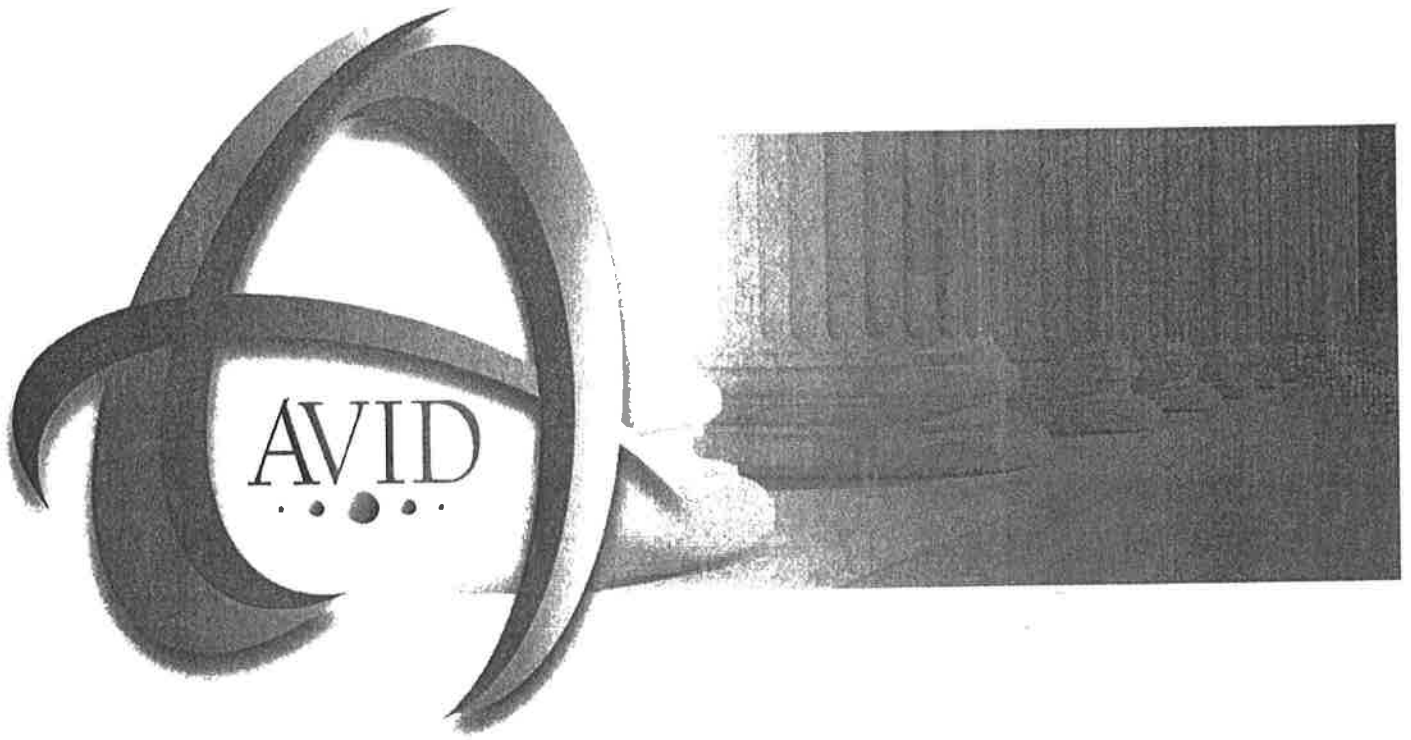
DATE SUBMITTED: November 26, 2024

CLEARANCES:

BUDGET IMPACT: None

EXHIBITS: Fidlar Partnership Renewal Proposal and Schedule D Addendum

SUMMARY STATEMENT: We have been utilizing the Fidlar software since March, 2004. We pay for our indexing software at a rate per document for year 2025: \$1.49, 2026: \$1.54, 2027:\$1.59, 2028: \$1.64 and 2029: \$1.69. This is a 3% increase per year. The advantage of staying with our Fidlar partner is the other software programs they offer has increased revenue for Beltrami County without incurring any cost. Tapestry the online searching software for the occasional user for 2023 the revenue was \$7,244, Laredo for the subscription based user the revenue was \$28,144 and Monarch the sale of recorded document images the revenue was \$20,593. Fidlar offers Property Fraud Alert at no cost to the county or the property owners.



Beltrami County, MN

LifeCycle Renewal



Angela Stark
November 19, 2024



Beltrami County, MN

LifeCycle Renewal

November 19, 2024

• Overview	3
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• Remote Access Revenue	12
• LifeCycle Extension	13

OVERVIEW

Beltrami County MN Partnership Renewal

Fidlar Technologies has participated in the document recording and management industry since our founding in 1854. In the beginning, we provided books and ledgers to the recording industry. When the industry moved towards automation in 1985, Fidlar transitioned into providing automated records management solutions.

From that point forward, Fidlar has led the industry by releasing new and improved products that take advantage of the latest technology. Fidlar's land records document management software systems are users in over 270 counties, across 15 states. In the state of MN, we currently partner with 20 counties running our land records software

Our company headquarters is located in Davenport, Iowa and all but our 2 staff members in our Exeter, NH location are based in our main office.

Fidlar Technologies
350 Research Parkway, Davenport, IA 52806
Ernest Rikken, Owner Dave Steil, Owner
563-345-1200
ernier@fidlar.com daves@fidlar.com
Alex Rikken Vice President Cell: 309-236-4822 alexr@fidlar.com
Premier provider of technology and services for the management of public information



PARTNERSHIP REVIEW

CURRENTLY UTILIZED PRODUCTS AND SERVICES

Land Recording Solution: AVID

Beltrami County is utilizing Fidar's AVID Land Records program. Counties using AVID have found an increase in their efficiency, accuracy, and data integrity by saving time, moving to a more electronic workflow and taking advantage of the newer technology available within AVID versus the previous system. Following is a summary of some of the benefits which Beltrami County has realized with the use of AVID

- AVID's upfront scanning of documents has served 2 beneficial purposes. It has greatly reduced the movement of paper around the office. Also, by scanning the images immediately, this assures you are adhering to "Race to Courthouse" standards. When an electronic document (or batch of documents) are received, these documents automatically enter the AVID queue, seamlessly integrating with paper documents that have scanned up-front. The AVID queue intuitively, with no manual step needed maintains the race order of the documents. This feature results in a well-maintained order to your document numbers.
- The AVID queue has nearly eliminated abandoned documents. As mentioned above, the queue maintains the list of documents to be processed.
- AVID also provides a single data-entry field (AVID Entry) that removes the need to navigate to multiple, separate fields or screens (Parties, Subdivision, Tract, etc) to enter data – data that is not auto-indexed can be entered in the order it displays on the documents eliminating much of the scrolling back and forth between images that is inherent in more traditional recording systems. AVID recognizes the format of typed data and populates the appropriate field based on this recognition.
- When entering party names in the AVID Entry field, the last name of the entered party remains in the field for easy repetition of the last name.
- If a document needs to be rejected during the indexing process, rather than manually filling out a rejection sheet that is scanned as the last page of the document, the indexers have the option of rejecting the document in the system, selecting the rejection reason from a list.



Beltrami County MN Partnership Renewal

- AVID includes the capability of eReturning documents that arrived at the Register of Deeds office in paper format. Many counties return the documents via mail AND electronically. The advantage of returning documents via the electronic process is that it helps keep the “where is my document?” phone calls to a minimum. The paper documents can then be returned via the standard method. This combination satisfies both customers who prefer the traditional method of receiving their documents back and the customers that embrace technology.

iNSPECT 2.0 - Assisted Indexing Technology

Standardization of Data:

Let's take “First National Bank” for example. That could appear within your repository as:

- First National Bank
- 1st National Bank
- First Natl Bank
- First National BK

The inconsistency of this creates problems for the Title Community. Each time they miss a record due to an inconsistent naming convention, they expose themselves to risk. With iNSPECT from Fidlar, you are on your way towards Standardization of Data. Each time an image is analyzed by iNSPECT, all logical variations of how that index field was entered are presented to you. You can choose the naming convention that meets with your direction.

The end result will be a greater trust placed by the Private Sector within your repository which equates to increased relevance of your office.

Currently, iNSPECT within your office is capturing between 70-72% of index fields and 83% of all parties.

Assisted vs. Automated Indexing:

iNSPECT's philosophy is to find the information on the document and trust to the expertise of the indexer to place the correct information into the index field. Other “Automated-Indexing” systems automatically place index information into the field which can lead to an index getting “Click-Happy” where the end-result is garbage data being stored.



Integrated eRecording

eRecording provides many benefits to your document submitters in ease of recording and quicker return of documents. eRecording also allows the county staff to save time in processing documents and is able to provide faster service to their customers.

Iris - Aliases

We interviewed 9 title companies across the Midwest in 2016. One of the questions I asked was: "How much time do you spend searching all name iterations to insure you have captured everything?"

The answers I received ranged from 30 minutes per order on the low-end to 90 minutes per order on the high-end. Regardless, it is safe to say that a significant amount of time is spent by title companies making sure that nothing falls through the cracks.

Also, it became very obvious during those interviews that title company margin is under attack and they are trying to find anything possible to lower their costs.

Enter Iris from Fidlar. With Iris, a title company can create their own "alias list." For example, let's use the name John Carlson. Without Iris, the title company will probably search:

- John Carlson
- Jonathan Carlson
- Johnny Carlson
- Jon Carlson
- John Carlsen
- And more!!!

Also, let's look at the bank consolidation of 2008. If I want to search documents where Wells Fargo is the Grantor, I will probably also have to search:

- Wachovia
- Washington Mutual
- Suntrust

With Iris, EACH INDIVIDUAL title company can create their own alias list so that if they search "John Carlson", all the other iterations AUTOMATICALLY appear without performing individual searches. This literally means the title company can save between 30-90 minutes per search. Also, we have come to realize that these title companies come to recognize that their alias lists are part of their "secret-sauce." Many will use their alias list as part of their value proposition to their customers.



Swift

Returning ALL Documents back Electronically:

On October 3rd, 2015, our industry changed. This is the day that TRID was introduced by the Consumer Fraud Protection Bureau (CFPB)

One of the elements of TRID is that settlement of closings has to occur within 72 hours of the transaction. Non-compliance creates a "ding" against the title company. Enough "dings" could lead to fines levied upon the title company.

Fidlar incorporates a product called Swift into the AVID recording system. With Swift, each time a document (either one submitted on paper or electronic) is recorded, it is AUTOMATICALLY emailed back to the submitter. This allows the title company to take care of settlement in advance of receiving the paper copies back.

Swift also allows you to email back REJECTED DOCUMENTS as soon as they are rejected. Think about it, if the title company has to wait to receive rejected documents in the mail before taking care of fixation, the entire 72 hours could be used just in postage time.

With Swift, they will receive IMMEDIATE notification of rejection and can get to work on correcting the error far before they would receive any document back in the mail.

This allows the title company to maintain compliance which makes your office shine in their eyes!

Anchor

Validation of Subdivision Limits:

As more documents are being created out of town/state, it seems the accuracy of documents is on the decline.

Anchor, a module within AVID is designed to provide a gentle "tap on the shoulder" when information on a document appears to be awry.

For example:

If the Green Acres subdivision has lots 1-12 and the document creator mistakenly puts Lot 13 on the document, what happens?

In the world of Anchor, once 13 is entered, it is recognized as being "out-of-range".

Now, depending on office policy, a one of a few things will happen:



Beltrami County MN Partnership Renewal

1. Index the document as presented and move on
2. Index the document as presented but notify the submitter of the error.
3. Sit the document aside and notify the submitter.

There is no right or wrong answer. The answer depends on office policy. What is important is that the software recognized a potential problem and allows YOU to take command of the situation.

Imagine the satisfaction a title company would realize if they received a call informing them that they essentially just submitted a document for recording on a piece of land that doesn't exist. You want the Recorder's office to remain relevant? If you provide service like that, you're on your way.

TCM (Torrens Certificate Management)

Torrens Certificate Manager (TCM) provides users with a streamlined workflow to process Torrens certificates. TCM provides orderly processing methods and promotes a standardized user experience to efficiently manipulate certificates accurately. Torrens certificates will no longer have to be physically processed, allowing for your office to work in a paperless manner.

In addition to making Torrens processing easier for your staff, TCM also simplifies the overall process for your customers. TCM has the ability to accept and handle Torrens documents that were submitted as an eRecording, providing your office with more efficient processing capabilities. Optionally, your remote searchers will be able to find your Torrens certificates online via our remote access products Laredo & Tapestry.

The cohesive functions of TCM allow for documents to be processed from start to finish in a paperless manner, the digital workflow allows for a drastic decrease in processing time for your office. Your staff will save additional time due to TCM being fully integrated with our AVID land records management system. TCM enables the user to work from a singular interface screen, providing stronger and smoother functionality for processing certificates.

Property Fraud Alert

You currently have 461 PFA subscribers. **This means there is an opportunity within Beltrami County for PFA growth. Outreach opportunities which are available:**

1. PFA flyers in tax bills
2. PFA flyers in utility bills
3. PFA outreach within the title community



Beltrami County MN Partnership Renewal

Fidlar can help facilitate such activities.

ADDITIONAL AVAILABLE PRODUCTS AND SERVICES

Below are just SOME of the products/services you can look forward to as part of your new agreement. Please know these are just the products/services which are available or known today. Fidlar is always innovating and the best part of that Beltrami County will ALWAYS receive all new products for no additional charge.

Laredo Connect

We are in the process of launching Integrated Laredo Billing (otherwise known as Laredo Connect). Among the exciting highlights of Laredo Connect are:

- Able to replace all instances of Escrow Draw Down in the marketplace today (including the version used in Maine)
- Works in County Hosted, Replication and Bastion environments
- Online portal for customers to pay and view billing activity
 - Users can pay via credit card online to refill their account per county
 - Reporting features so user can see all their activity and where/when they spent funds
 - Users can have one master login to this portal (a la Laredo Anywhere) and view all the counties they have accounts with
 - Email/text alerts are generated for specific events (and is configurable by the user):
 - When a minimum amount is in the account
 - When account refilled
 - When Laredo bill comes due
 - Etc.
 - Mobile friendly
- Admin functionality to support the service and issue refunds
 - Only used internally by Fidlar support (all refunds must go through us if they paid online via credit card)
- Laredo subscription is auto turned off if subscription is unpaid and Escrow account is empty
- Laredo Admin functionality to associating Users with Customers * (*see note below*)
- If a Customer is both Escrow and Charge, use Escrow until empty then switch to Charge
- Escrow accounts that are filled at the county (via cash/check) and inputted via AVID have the activity reflected on the online portal activity
- Track and store ALL activity that occurs
- Funds are transferred to the county daily via ACH



Beltrami County MN Partnership Renewal

- Integrate Laredo charges into AVID for counties who do not offer Escrow but the Laredo user pays the bill via our online portal
- Laredo Connect 1.0 sets the groundwork for 2.0 where we have an integrated payment solution within AVID for credit card bricks, PayPal, Square, Amazon Pay, etc.
 - Basically, any method the county wants to allow customers to pay with can be an option with minimal redundancy in the AVID workflow and as integrated as possible

Honor Rewards

Honor Rewards was designed to provide your office a means to express gratitude to your Veteran Community.

Via the Honor Rewards website, Veterans can sign-up for a custom-made Honor Rewards identification card. Then, they can use this card in exchange for discounts on goods and services in your local community.

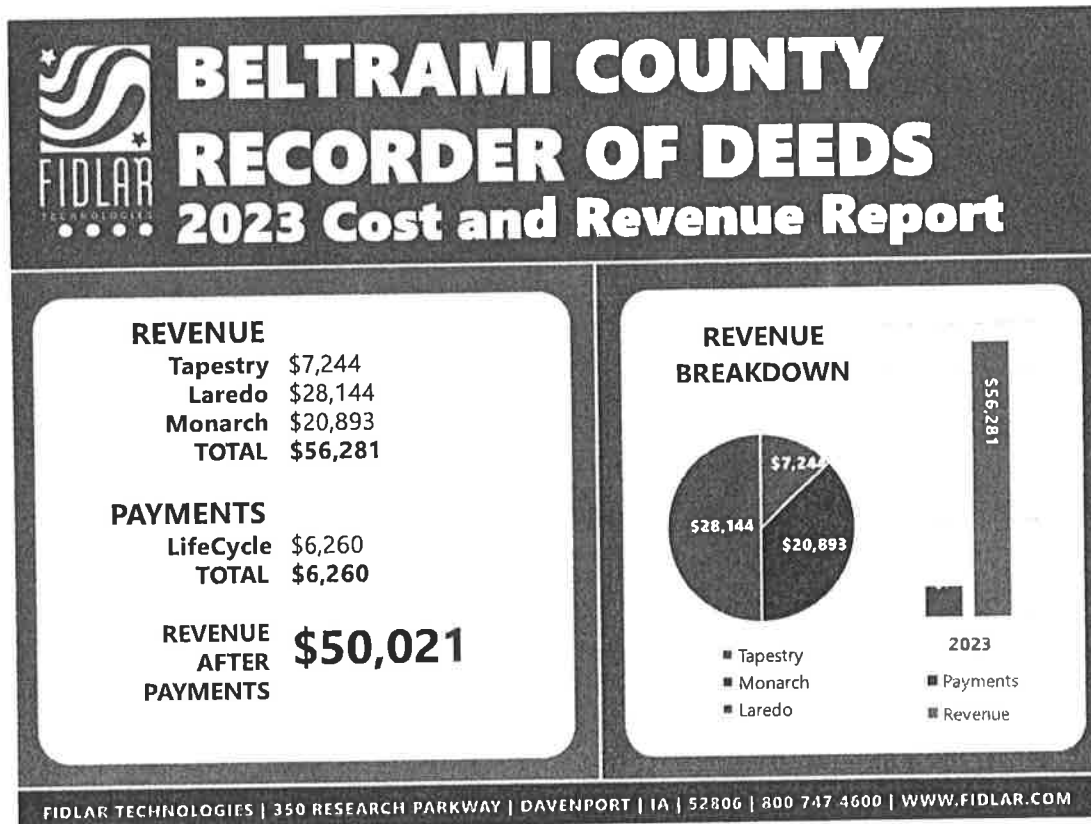
Your office is responsible for signing up local merchants. However, Fidlar provides all the marketing peripheral required to make any campaign a huge success.



2023 TAPESTRY AND MONARCH REVENUE

During the 2023 calendar year (annualized), Beltrami County realized the following revenue with regards to Tapestry, Laredo and Monarch. **It should provide great comfort to the county that your Tapestry, Laredo and Monarch revenues are exceeding the cost of your contract.**

Tapestry:	\$7,244
Monarch:	\$20,593
Laredo:	\$28,144
Total:	\$56,281



Beltrami County, MN Register of Deeds 5 Year Land Records Life Cycle Extension

This Extension is made this 19th day of November 2024 between Beltrami County, MN and Fidlar Technologies (“Fidlar”). Beltrami County, MN and Fidlar hereby agree that the Computer System and Software License Sales Agreement dated March 31, 2011 between Beltrami County, MN and Fidlar (the “Agreement”) is hereby extended for a 5-year period commencing on 1/1/2025 and terminating on 12/31/2029. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 5-year term of this Extension.

SOFTWARE SERVICES SUMMARY

AVID LifeCycle	5 Year Investment Plan	
Software (LifeCycle)		Year 1 \$1.49/doc Year 2 \$1.54/doc Year 3 \$1.59/doc Year 4 \$1.64/doc Year 5 \$1.69/doc
	AVID Software	Included
	eRecording	Included
	Auto Redaction	Included
	Assisted Indexing (iNSPECT)	Included
	Search for public stations	Included
	Future software products	Included
	Iris	Included
	TCM	Included
	Swift	Included
	Future recording systems	Included
	Unlimited Support calls	Included
Services		
	Install and Configuration	Included
	Workflow	Included
	Project Management	Included
	Data Conversion	Included
	Image Conversion	Included
	Training	Included
Remote Access		
	Laredo/Tapestry Monarch	See Schedule D in place
Community Outreach		
	Property Fraud Alert	Included
	Honor Rewards	Included



5 YEAR PAYMENT MILESTONES AND DATES:

LifeCycle Payments would continue to be invoiced on same schedule for the next 5 years:

2025 \$1.49/doc

2026 \$1.54/doc

2027 \$1.59/doc

2028 \$1.64/doc

2029 \$1.69/doc

FIDLAR TECHNOLOGIES LIFECYCLE SERVICE INCLUDES:

- The use of our AVID software product during the life of this contract
- The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents
- The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents
- Software Maintenance to the currently licensed Fidar developed Software Products
- Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents
- The installation, maintenance, or support of 3rd party software and hardware now or in the future
- Any form of ownership or perpetual license to Fidar developed software products
- Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- Use of Fidar developed remote access products except as outlined in Schedule D, currently in place



Beltrami County MN Partnership Renewal

- Support to new or existing Fidlar Technologies Products not covered by this contract
- Operating System versions or their support or installation
- Database Management System versions or their support or installation
- Diagnosis or correction of problems caused by operator negligence
- Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.

BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION HAS BEEN READ AND ACCEPTED:

BELTRAMI COUNTY, MN

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE D
MN Beltrami
Updated 10/28/2024

Remote Access Products
Community Service Products

This Schedule D replaces any previously signed Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

REMOTE ACCESS

LAREDO

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client (access may be terminated by Fidlar should the end-user agreement be breached). After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com/laredo.

Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

	Fidlar License Fee to County per UserID Subscription
Per-Minute Plans	
0-250 minutes	\$33/mo and 0.10 per minute overage
251-1000 minutes	\$60/mo and 0.08 per minute overage
1001-3000 minutes	\$99/mo and 0.06 per minute overage
3001-6000 minutes	\$121/mo and 0.05 per minute overage
Unlimited	\$132/mo
Additional Unlimited	\$50/mo (for companies with multiple unlimited subscriptions)

Revised 6/2021

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.

END USER FEES

The Client understands that it is empowered to charge fees to end users pursuant to Minnesota Statutes section 13.03 and other applicable law and hereby assigns to Fidar the above portions of end user fees as an actual cost to the Client during the term of this Agreement.

The Client understands that end-user access fees for Laredo are set by the county.

TAPESTRY

The Client has the option to participate in Fidar's Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of access fees from the end users. At the end of each calendar month, Fidar will provide a credit to the Client based on the parameters below.

TAPESTRY PRICING:

Fidar agrees to pay Client:

- \$3.25 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results

The Client understands that access fees for Tapestry are set by Fidar. Fidar will notify Client at least 30 days in advance before such fees are changed.

MONARCH

Fidar Technologies' Monarch software is designed to allow land record's data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription only access.

Fidar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.

Revised 6/2021

Under the terms of this agreement, Fidlar Technologies will only market access to County data and images with the specific permission of the county.

Fidlar License Fee to County per User Subscription	Cost
Present Day Images	\$.04
Present Day Data	\$.04
Historic Images	\$.04
Historic Data	\$.04
On Demand Images/Data	Refer to Tapestry pricing
Security Options	
How many days will the information be delayed	5 days
Images will be watermarked w/ text (if Y see *below)	Yes

*"Enter watermark text here"

"Licensed to "insert company name" and not for sublicense, relicense or any other transfer"

OFFICIAL RECORDS ONLINE N/A

Official Records Online (ORO) makes it possible for visitors to the ORO website (www.officialrecordsonline.com) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at Client's discretion), accept payment, and validate requestor identity.

ORO PRICING:

Client determines base pricing for each document type made available via ORO.

Fidlar will charge a convenience fee of \$7.50/transaction (includes copies). This fee will be deducted from the ORO service fee if over \$7.50. If the service fee offered is less than \$7.50, Fidlar will instead bill the county each month.

Fidlar Convenience and Maintenance Fee	Cost
Per Order	\$7.50

Revised 6/2021

Client agrees to put a link to www.officialrecordsonline.com from their web site for the online ordering of these document types.

COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidlar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, www.propertyfraudalert.com. Subscribers will ONLY be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

HONOR REWARDS DESCRIPTION:

Fidlar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. Client is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidlar's Honor Rewards program includes:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards for your county
- Delivery of the ID cards approximately every 2-3 weeks (it is Client's responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN THIS CONTRACT

Revised 6/2021

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

Beltrami County Recorder

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



350 Research Parkway
 Davenport, IA 52806
 800.747.4600

Fidlar Vendor Number (Completed By Fidlar): _____	
County Name: Beltrami County	
State:	Minnesota
Date:	10/28/2024

Schedule D Questionnaire

Does this Schedule D contain changes from a prior schedule D?

- Yes (What are they?)—Monarch Fees to County increased for Fidlar- Tapestry pricing changed.
- No

Tapestry

1. What is the Tapestry Search Fee for this county? \$8.75
2. What is the Tapestry Print Fee for this county? \$1.00
3. What is the Tapestry Print Results Fee for this county? \$9.95

Laredo

1. List the Laredo Subscriber Pricing plans (Schedule D lists the Fidlar License Fee to the County so there is no need to list this here.).

<u>Per-Minute Plans</u>	<u>Laredo Subscriber Pricing</u>
0-250 minutes	\$70/mo and 0.25 per minute overage
251-1000 minutes	\$120/mo and 0.20 per minute overage
1001-3000 minutes	\$220/mo and 0.15 per minute overage
3001-6000 minutes	\$320/mo and 0.10per minute overage
Unlimited	\$500/mo
Additional Unlimited User	\$100/mo (for businesses with multiple unlimited subscriptions)

2. What is the Laredo Subscriber Print Fee for this county? \$0.35

Revised 11/2020



350 Research Parkway
Davenport, IA 52806
800.747.4600

Fidlar Vendor Number (Completed By Fidlar): _____

3. Will Fidlar set up Laredo users?

Yes

X No

Monarch

<i>Total Fee to Subscriber</i>	<i>Cost</i>
What is the total cost to Subscriber for Present Day Images?	\$.20
What is the total cost to Subscriber for Present Day Data?	XX
What is the total cost to Subscriber for Historic Images?	\$.20
What is the total cost to Subscriber for Historic data?	XX
<i>On Demand Fees</i>	
On Demand Data Searches (must match Tapestry Search fees)	\$8.75
On Demand Images (must match Tapestry print fees)	\$1.00

Revised 11/2020



350 Research Parkway
 Davenport, IA 52806
 800.747.4600

Fidlar Vendor Number (Completed By Fidlar): _____

ORO-N/A

1. What kinds of certified documents do you want to offer?

	1 st Copy Cost	Additional Copy Cost	Max. # of Requests per Transaction	Non-Certified Copy Cost	Non-Refundable Search Fee
Birth					
Death					
Marriage					
Land Records					
Divorce					
Misc Court Doc					

***If you receive a request and after searching for it find that you do not have the record, do you want to be able to charge a non-refundable Search Fee? If so, please fill out the far-right column above. If you do not want to charge the customer a Search Fee, the record will be marked and submitted as "Not Found," effectively zeroing out the order and not charging the customer.**

2. Please fill blank below to label the total service fee the county would like to charge per order:

\$7.50 Fidlar's Service Fee

_____ County Service Fee

_____ TOTAL Service Fee

3. In addition to the FedEx Expedited we automatically offer, which delivery methods do you want to offer for records being shipped to the customer?

US Mail Cost to ship documents: _____

FedEx

- County will determine the flat fee for US Mail, if applicable.

4. Do you want the requestor to answer the Security questions before completing their transaction? (ORO is integrated with an ID verification service; the customer must answer 3 of 4 questions about themselves correctly)

Yes

No

5. Do you want the requestor to provide you with additional identity validation (such as a downloaded or mailed copy of their driver's license or ID)?

Yes

Revised 11/2020



350 Research Parkway
Davenport, IA 52806
800.747.4600

Fidlar Vendor Number (Completed By Fidlar): _____

No

6. What mailing address would you like to associate with this service?

7. What county phone number would you like to associate with this service?

(____) _____

8. Please create a user name for each staff members you would like to access the ORO fulfillment site. (There are no character restrictions)

User Name: _____ Password: _____

Email: _____

User Name: _____ Password: _____

Email: _____

User Name: _____ Password: _____

Email: _____

User Name: _____ Password: _____

Email: _____



SCHEDULE G

This Schedule G replaces any previously signed Schedule G and Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

SELECT 1 OF THE FOLLOWING 2 OPTIONS:

OPTION 1: _____ By checking here and signing below, you acknowledge you have the authority to utilize remote access revenue to offset Fidlar invoices and you authorize Fidlar to hold credits on account to do so. Should you choose this option, credits will be held in a non-interest bearing account and a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Examples of remote access revenue: Tapestry & Monarch

Please select the types of Fidlar invoices you would like to use your remote access revenue on:

_____ LIFECYCLE _____ BASTION/INFO REP _____ HANDS FREE MICROFILM
_____ LAREDO BILLING _____ CONTRACT SERVICES _____ MEDIA CONVERSION PROJECTS
_____ OTHER - PLEASE LIST: _____

Any excess revenue held on account after applying to selected invoices and reviewing projected needs will be refunded to you via Check/ACH.

OPTION 2: _____ By checking here and signing below, you acknowledge that Fidlar will refund all remote access credit earned via ACH or Check.

I/WE ACKNOWLEDGE THAT THIS INSTRUCTION SHEET HAS BEEN READ AND IS ACCEPTED:

Beltrami County, MN Recorder	<u>2ND SIGNATURE ONLY REQUIRED FOR OPTION 1</u> Beltrami County
Dated: _____	Dated: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

If you choose to receive remote access revenue and/or refunds via ACH, please fill in the necessary ACH Details:

Routing Number: _____ Account Number: _____

For Internal Use Only:



Meeting Date: December 3, 2023
Beltrami County Commission
Consent Agenda

CONSENT AGENDA BILL

SUBJECT: EMBER Services Agreements

RECOMMENDATIONS: Approve the Service Agreements with Sanford Health to
Provide SUD and Mental Health Services in the County Jail

DEPARTMENT OF ORIGIN: Beltrami County Sheriff's Office

CONTACT PERSON: Jarrett Walton, Chief Deputy, 218-333-4207

DATE SUBMITTED: November 26, 2024

CLEARANCES: County Administrator Tom Barry/County Attorney David Hanson

BUDGET IMPACT: Already Budgeted

EXHIBITS:

- 1) EMBER Program Services Agreement
- 2) Psychotherapy Services Agreement

SUMMARY STATEMENT:

The Beltrami County Sheriff's Office has been working for several years with Sanford Health Bemidji to develop and provide Comprehensive Mental Health and SUD services for inmates at the Beltrami County Jail (EMBER Project). We would like to enter into a contract/service agreements (see attached) with Sanford Health to define terms, services and costs associated with the EMBER Program. Collectively, the two service agreements constitute the EMBER Program.

EMBER PROGRAM SERVICE AGREEMENT

THIS AGREEMENT is made effective December 1, 2024, by and between Beltrami County, through the Beltrami County Sheriff's Office, 701 Minnesota Avenue NW, Bemidji, Minnesota 56601, (herein "County"), and Sanford Health of Northern Minnesota, 1705 Anne Street NW Bemidji, MN 56601, (herein "Provider").

WITNESSETH

WHEREAS, pursuant to Minnesota Statutes, § 402.02, the County has identified a certain population within Beltrami County that is in need of mental health services; and

WHEREAS, Minnesota Statutes, Chapter 245, Sections 245.461 to 245.4863 establishes the Minnesota Comprehensive Adult Mental Health Act and Community Support and Day Treatment Services; and

WHEREAS, in accordance with Minnesota Statutes, §§ 387.11, and 641.15, the Beltrami County Sheriff shall keep and maintain a County Jail and the County shall provide suitable medical care for inmates, including mental health care; and

WHEREAS, the County has authorized its Sheriff to offer Embrace/Motivate/Belief/Execute/Remedy ("EMBER") services and to provide mental health services inside of the Beltrami County Jail; and

WHEREAS, the Provider represents that it is duly qualified and willing to furnish such services and is eligible to receive funding through the County; and

WHEREAS, the Provider submitted a request for quote (RFQ) response to the County detailing its plan for EMBER services in the Beltrami County Jail; and

WHEREAS, the County has accepted the Provider's RFQ response and desires to establish the terms of the EMBER services through this Agreement.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Provider agree as follows:

I. PROVIDER'S RESPONSIBILITIES

- A. The Provider agrees to furnish comprehensive behavioral health (EMBER) services in the Beltrami County Jail in accordance with Minnesota Department of Human Services Rules and as described in this Agreement. Client-specific services will be provided as described in each client's individual treatment plan.
- B. The Provider agrees to coordinate services with county case managers and residential and community-based providers, in order to avoid duplication of services, achieve

cost-efficiencies, and provide a continuum of services that address individual needs. In the event the Provider is unable to provide specific services in a client's service/care plan, or anticipates it will be unable to do so, the parties shall work together to determine available alternatives, including potential modification of the applicable plan.

- C. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees, agents, and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes, Chapter 245A and Minnesota Statutes, Chapter 626, Section 626.556. The County intends to complete these background studies before Provider's employees, agents, and volunteers can provide services with or without supervision.
- D. The Provider agrees to develop, review annually and ensure that its staff is prepared to implement an emergency response plan. This plan must include a contingency plan for emergencies when the lack of immediate care and supervision would pose a serious threat to the health and safety of the clients being served by the Provider. As appropriate, the plan must be customized specifically for each site where clients are served.

II. SERVICES TO BE PROVIDED

- A. The Provider agrees to provide comprehensive behavioral health (EMBER) services in the Beltrami County Jail, to be defined to include the following services, and any other services as may be agreed-upon by the parties in writing (the "Services"):
 - 1. Comprehensive Substance Use Assessment
 - 2. Medication Management
 - 3. Individual and Group Substance Use Treatment
 - 4. Care Coordination to support internal (during incarceration) and external (planning and follow along discharge).
 - 5. Peer Recovery
- B. The Services are anticipated to be provided through in-person and virtual encounters, with the latter further addressed in the Telemedicine Services Agreement at Exhibit A. The County agrees to provide physical space sufficient for Provider to provide the Services on-site, and agrees to purchase and/or supply all necessary, non-medical equipment attendant to the delivery of these Services. The County additionally agrees to provide information technology infrastructure necessary for the delivery of telehealth services. The County shall reasonably coordinate with the Provider to

ensure all clients are available as and when necessary for the delivery of the Services contemplated by this Agreement.

III. BILLING OF SERVICES

- A. The County and the Provider agree the Services are not available without cost. The Provider certifies that payment claims for the Services do not reflect any costs assignable to private pay or third-party payers, nor do they exceed the rates charged to those payers.
- B. In the event any Services provided to eligible persons may be reimbursed by private health insurance, Title XIX Medical Assistance, Minnesota Care or General Assistance Medical Care, or any other funding source, the Provider shall bill such third-parties before billing the County, in accordance with Minn. Stat. § 641.15 subd. 2, or successor statute.
- C. For Services in section IIA(2) which are not reimbursable by any third-party payers or payment sources, the County agrees to pay the then-current Medicaid rate for the specific Services provided, in accordance with Minn. Stat. § 641.15 subd. 2, or successor statute. For all other Services, the Provider shall be reimbursed at the rate of \$150.00 per hour for the Services. The Provider agrees to submit all charges in a form acceptable to the County's invoice processing system on a monthly basis.
- D. The County will make payment within thirty-five (35) days from the receipt of the invoice. If the invoice is incorrect, the County will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the County will make payment within thirty-five (35) days.
- E. The Provider agrees to notify the County if full or partial payment is received from any other source for any eligible person that was also paid by the County. In such cases, the Provider shall return to the County any duplicate payment by the County for such eligible persons.
- F. The Provider shall make every reasonable effort to maintain sufficient resources to deliver the Services, and will collaborate with the County in the event sufficient resources are not available, as more fully described in Section I(B).

IV. ELIGIBILITY FOR SERVICES

The parties shall collaborate to identify those inmates who are eligible for Services under this Agreement. Client eligibility shall be determined either through a recommendation from the jail's step-down assessment, or through consultation in the weekly mental health meeting between the County and the Provider. The final eligibility determination for any client shall be made by the County. The County shall communicate to the Provider which Services are authorized for payment.

- A. If the County has sufficient reason to believe that the safety or well-being of a client receiving Services may be endangered by actions of the Provider, its employees, agents, and/or volunteers, the County may require that the Provider immediately terminate furnishing Services to the client. The County may also remove the client from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the client has been assured. If it is determined that the safety and well-being of the client will remain in jeopardy, the County may terminate this Agreement for a specific individual. No payment shall be made for the specific client at issue, for the period during which Services are suspended or terminated for that client. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis for the work or Services satisfactorily performed for the client at issue.

V. INDIVIDUAL SERVICE AND TREATMENT PLANNING

- A. The Parties understand and agree that all Services provided to an eligible client under the terms of this Agreement shall be in accordance with his or her individual community support plan and individual treatment plan. The Provider agrees to develop the client's treatment plan and coordinate service delivery with the client's case manager, to the extent required under Minnesota Statutes, Chapter 245, Section 245.4711, Subdivision 5. The County shall use best efforts to facilitate meetings and coordination between the case manager and the Provider to ensure continuity and successful integration of individual treatment plans, and any applicable community support plan.
- B. All Services provided to eligible persons under the terms of this Agreement shall be directed toward the client's achievement of the goals and objectives identified in the client's individual treatment plan. Performance of the Provider will be monitored and evaluated in accordance with client outcomes as specified in the individual treatment plan and individual community support plan.
- C. The Provider agrees to have a plan in place for backup assistance when staff are not available and lack of immediate care and supervision would pose a serious threat to the health and well-being of the person(s) served. The Provider shall furnish this plan to the County.

VI. RECORDS, RECORD DISCLOSURES, REPORTS AND EVALUATION

- A. Any and all patient/client records and charts produced as a result of the Provider's performance under this Agreement shall be and remain the property of the Provider. Both during and after the term of this Agreement, the County shall be permitted to inspect and/or duplicate, at the County's sole cost and expense, any individual chart

or record to the extent necessary to meet the County's responsibilities to such patient(s)/client(s) and/or to assist in the defense of any claim to which such chart or record may be pertinent; provided, however, that such inspection or duplication shall only be permitted and conducted as permitted by law and by commonly accepted standards of patient confidentiality. The County shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by the County pursuant to this section.

- B. The County shall monitor and evaluate the Provider's performance under this Agreement. County procedures for monitoring and evaluating may include, but are not limited to: review of client files; review of the Provider's financial, statistical and program records; a review of reports and data supplied by the Provider at the County's request; and cost reports. All rights of review and monitoring granted to the County under this Section VI(B), and this Agreement as a whole, are limited solely to those records, reports, documents, data, and other information which are directly related to the Services being provided under this Agreement.
- C. Within ninety (90) days of the close of this Agreement, upon request by the County, the Provider agrees to furnish to the County a detailed un-audited year-end revenue and expense statement and balance sheet for the term of this Agreement.
- D. The Provider further agrees to maintain all pertinent financial records pertaining to this Agreement for six (6) years for audit purposes at Sanford Health of Northern Minnesota, 1705 Anne Street NW, Bemidji, MN 56601. This shall be in accordance with Minnesota Statutes, Chapter 16C, Section 16C.05, Subdivision 5.
- E. The Provider shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of Services.

VII. STANDARDS, LICENSES, CERTIFICATIONS AND TRAINING

- A. The Provider represents that it will remain qualified to furnish the Services in accordance with the applicable provisions of federal law, Minnesota Statutes and Rules, and this Agreement.
- B. The Provider agrees to use only qualified personnel to furnish any Services pursuant to this Agreement. If licensing or certification is a necessary prerequisite for provision of Services, the Provider ensures that personnel and Services are properly licensed or certified in accordance with the provisions of all applicable laws and regulations.
- C. The Provider shall provide the Services in accordance with all applicable law. This shall include, but not be limited to, compliance with all federal state and privacy laws (including HIPAA), as well as all state reporting requirements.

- D. The Provider agrees to comply with the County's Limited English Proficiency Plan and the U.S. Department of Health and Human Services Office of Minority Health's "National Standards for Culturally and Linguistically Appropriate Services in Health Care." For Medical Assistance funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance funded services shall be the financial responsibility of the County.

VIII. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS, AND NON-DISCRIMINATION

- A. The Provider agrees to comply with the Civil Rights Act of 1964, including Title VI (42 USC 2000d), Executive Order No. 13166 on compliance with Limited English Proficiency requirements; Title VII (42 USC 2000e), Executive Order No. 11246 on discrimination on the basis of sex; the Rehabilitation Act of 1973 as amended by Section 504; the Minnesota Human Rights Act (Minnesota Statutes, Chapter 363A); and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities and in the rendering of Services herein on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.
- B. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Chapter 363A, Section 363A.36. This section only applies if the contract is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous twelve (12) months.
- C. It is the County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, age or disability, but that they also take active steps to ensure positive progress in Equal Employment Opportunity.

IX. BONDING, INDEMNITY, AND INSURANCE

- A. Bonding: The Provider will be required to maintain at all times during the term of this Agreement, a fidelity bond or insurance coverage for employee dishonesty, with a minimum amount of \$25,000.00, covering the activity of each person authorized to receive or distribute monies under the term of this Agreement. A copy of the Provider's bond or insurance certificate shall be delivered to the County at the beginning of this Agreement term and on an annual basis thereafter.
- B. Hold Harmless and Indemnification: To the fullest extent provided by law, each party agrees to defend, indemnify, and hold the other party, its employees, agents,

trustees, officers, and officials, harmless from any third-party claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission of the indemnifying party, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or Services to be performed or furnished by the indemnifying party under this Agreement.

- C. Insurance: Any insurance required to be carried by the Provider shall be primary and not in excess to any other coverage by the County.

The Provider's insurance companies are preferred to maintain a financial rating that is a current A.M. best rating of no less than A:VII, if the Provider is self-insured, review of financial information directly related to the self-insurance may be required.

Coverage must be in force for the complete term of the Agreement. If the insurance expires during the term of the Agreement a new certificate of the insurance must be received by the member at least 10 days prior to the expiration date. The insurance must meet the terms of the original contract.

The Provider must provide a minimum of sixty (60) days advance notice to the County of any substantial change or cancelation of any of the insurance policies listed on the certificate of insurance.

The Provider is responsible for any deductible or self-insured retention contained within the Provider's insurance program.

In the event the Provider fails to keep in effect at all times the specified insurance coverage, the County may in addition to any other remedies it may have, terminate the occurrence of such event, subject to the provisions of the Agreement.

Commercial General Liability:

The Minimum Limits of Liability must be:

- \$3,000,000 Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,500,000 Each Occurrence

- ◆ The policy shall be written on an occurrence basis, not a claims-made basis. Beltrami County must be listed as an Additional Insured with respect to this Agreement. An excess or umbrella liability policy may be used in conjunction with primary coverage to meet the minimum limit requirements.

Professional Liability Coverage:

The Minimum Limits of Liability must be:

- \$2,000,000 Per Wrongful Act or Occurrence
- \$4,000,000 Annual Aggregate

Worker's Compensation and Employer's Liability Coverage:

- ◆ Worker's Compensation limits are to be statutory per applicable state and federal laws.
- ◆ The Provider's Minimum Limits of Coverage must be:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit

X. PROVIDER DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors or the owners, managers, or employees of the subcontractors assigned to provide Services pursuant to this Agreement have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. In addition, Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from providers who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Chapter 16C, Section 16C.03, Subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend providers who seek to contract with the County. Providers may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

The Provider certifies to the best of its actual knowledge that it, its officer, directors, and employees performing under this Agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or county; and
- B. Have not within a three-year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any

subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

- E. Shall immediately give written notice to the County should the Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing theft, embezzlement, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property.

XI. SUBCONTRACTING

- A. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without express written approval from the County. All subcontractors shall be subject to and shall meet all of the requirements of this Agreement. For clarity, this Section XI shall not apply to any assignment or delegation to another Sanford entity sharing common ownership with the Provider.
- B. The Provider agrees to be responsible for the performance of any subcontractors to ensure compliance with the subcontract and Minnesota Rules.

XII. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this Agreement, including the payment provisions, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County. The parties are independent contractors engaged for the sole purposes embodied in this Agreement.

XIII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. The Provider, in accordance with Minnesota Statutes, Chapter 13, Section 13.46, Subdivisions 7, 8, and 9, agrees to allow personnel from the County, the Minnesota Department of Human Services and the Minnesota Department of Health, where applicable, access to the Provider's records which are directly applicable and relevant to the Services at reasonable hours to exercise their responsibility to monitor the Services.
- B. The Provider agrees to reasonably cooperate with the County in the development and implementation of both qualitative and quantitative assessment of the Provider's Services. Evaluation data collected will be used by the Beltrami County Board of

Commissioners in its funding decisions.

- C. In the event there is a revision of State or Federal regulations that might result in the Provider's ineligibility for Federal or State financial participation, all parties will review this Agreement and renegotiate those terms necessary to bring this Agreement into compliance with the new regulations.
- D. No claim for Services furnished by the Provider, not specifically provided in this Agreement, will be allowed by the County, nor shall the Provider do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the County.
- E. In accordance with Minnesota Statutes, Chapter 245, Section 245.466, Subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement.
- F. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

XIV. TERM AND TERMINATION

- A. This Agreement shall commence on August 1, 2024, and remain in force through July 31, 2026, unless earlier terminated or later renewed by the parties.
- B. **With or Without Cause:** This Agreement may be terminated without cause by either party upon thirty (30) calendar days written notice to the other party. Either party may terminate this Agreement for cause by giving ten (10) business days written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period. In the event this Agreement is cancelled within one (1) year of its execution, the parties shall not enter into a subsequent agreement for the Services on substantially different terms until after the one-year anniversary of this Agreement's execution.
- C. **Termination by County – Lack of Funding:** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota state agencies, federal or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The County or other Financially Responsible Agency is not obligated to pay for any Services performed by the Provider after written Notice of Termination for lack of funding is sent to the Provider. The County or other Financially Responsible Agency will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- D. **Duties of the Provider Upon Termination:** Upon receipt of a Notice of

Termination, and except as otherwise provided, the Provider shall:

1. Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination.
2. Cancel all orders and subcontracts to the extent possible and to the extent that they relate to the performance cancelled by the Notice of Termination.
3. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.
4. Submit a final invoice for Services provided prior to termination, within ninety (90) calendar days of the date of termination.
5. Retain all client and pertinent financial records pertaining to the Services for at least six (6) years.
6. Transfer the client's records to the new provider of Services (as applicable) and work cooperatively with the new Provider to ensure an orderly transition of Services.

E. Duties of County Upon Termination: Upon receipt of a Notice of Termination, and except as otherwise provided, the County shall:

1. Not be liable for any Services provided after the date of the Notice of Termination, except as previously authorized and not cancelled by the Notice of Termination, as stated above, or as authorized in writing by the County or other Agency with Financial Responsibility.
2. Within ninety (90) calendar days of receipt of a final invoice, make final payment for any Services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.

F. Effect of Termination: Termination of this Agreement shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Agreement adequately prior to the effective date of termination.

XV. NOTICES

A. Any notice to be given under this Agreement shall be deemed effective upon deposit in the United States mail, addressed as follows:

To Provider: Sanford Health of Northern Minnesota
Attn: Behavioral Health
1705 Anne St.
Bemidji, MN 56601

with copy to: Sanford Health of Northern Minnesota
Attn: Legal Department
P.O. Box 2010
801 Broadway N.

Fargo, ND 58122-1000

To County: Beltrami County Administrator
701 Minnesota Ave. NW
Bemidji, MN 56601

With copy to: Beltrami County Sheriff's Office
613 Minnesota Ave. NW
Bemidji, MN 56601

XVI. ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties as to the Services is contained in this Agreement, which supersedes all oral agreements and negotiations between the parties relating to the same.
- B. The provisions of this Agreement are severable. If a court of law upholds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, Beltrami County and the Provider have executed this Agreement as of the day and year first written above. The Provider, having signed this Agreement, and the Beltrami County Board of Commissioners having duly approved this Agreement and pursuant to such approval and the proper County officials having signed this Agreement.

[Signatures to follow on next page]

FOR THE COUNTY

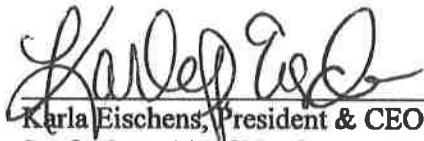
John Carlson, Board Chair
Beltrami County Board of Commissioners

Date

Jason Riggs
Beltrami County Sheriff

Date

FOR THE PROVIDER



Karla Eischens, President & CEO
Sanford Health of Northern Minnesota



Date

APPROVED AS TO FORM AND EXECUTION

David L. Hanson
Beltrami County Attorney

Date

Exhibit A

Telemedicine Services Agreement (with Addendum)

TELEMEDICINE SERVICES AGREEMENT

This Telemedicine Services Agreement (this "Agreement") is made effective August 1, 2024, by and between the Beltrami County Sheriff's Office, hereinafter referred to as "Facility," and Sanford Health of Northern Minnesota, Sanford Clinic North, and Sanford Clinic, hereinafter collectively referred to as "Sanford"

WHEREAS, Facility desires to have Sanford provide the services of qualified providers (collectively, "Providers") for the purpose of providing the professional services set forth in the EMBER Program Service Agreement through the use of electronic communication or other communication technologies (collectively, the "Services"), upon the terms and conditions specified herein; and

WHEREAS, the Providers are licensed in the State of Minnesota qualified to perform the Services required by this Agreement; and,

WHEREAS, Facility desires to engage Sanford on a non-exclusive basis to furnish its Providers to provide the Services and Sanford desires to accept such engagement upon the terms and conditions set forth herein; and,

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed:

1. **Appointment.** Facility hereby engages Sanford to furnish on a non-exclusive basis, and Sanford agrees to furnish the Providers to provide the Services upon the terms and conditions specified herein. While Facility shall not exercise control or direction over the manner or method by which Sanford and its Providers shall provide the Services contemplated hereunder, such Services shall be provided in a manner consistent with the customary professional standards governing such Services, and the terms of this Agreement.

2. **Qualifications.** During the entire term of this Agreement, Sanford and its Providers shall maintain all necessary licenses, permits and certifications to provide the Services in the State of Minnesota.

3. **Sanford Responsibilities.** In addition to other obligations and responsibilities set forth in this Agreement, Sanford agrees to provide services on an as needed basis, subject to staff availability. Sanford agrees to provide scheduled Services upon a schedule mutually agreed to by both parties. Sanford and its Providers agree to provide Services in accord with Sanford's policies and procedures. Sanford and its Providers providing Services under this Agreement shall not have been excluded from participation in any federal or state Medicare or Medicaid program.

a) Sanford's governing body shall:

(i) Determine, in accordance with state law, which categories of practitioners are eligible candidates for appointment to its medical staff.

- (ii) Appoint members of the medical staff after considering the recommendations of the existing members of the medical staff.
 - (iii) Assure that the medical staff has bylaws.
 - (iv) Approve medical staff bylaws and other medical staff rules and regulations.
 - (v) Ensure that the medical staff is accountable to the governing body for the quality of care provided to patients.
 - (vi) Ensure the criteria for selection are individual character, competence, training, experience, and judgment.
 - (vii) Ensure that under no circumstances is the accordence of staff membership or professional privileges in the hospital dependent solely upon certification, fellowship or membership in a specialty body or society.
- b) As an organization(s) accredited by the Joint Commission and meeting applicable regulatory requirements, Sanford has credentialed and granted practice privileges to each covering Provider providing services hereunder. Facility desires to rely on Sanford's credentialing of such covering Providers. As part of its credentialing process, Sanford has verified that each covering Provider has the appropriate medical training, certification(s), and other credentials necessary to provide the Services hereunder. During the term of this Agreement, Sanford will continue to meet the standards of the Joint Commission and the Conditions of Participation with respect to credentialing of each covering Provider.
- c) Sanford represents and warrants to Facility that: (i) Sanford is a Medicare-participating organization; (ii) each covering Provider providing services hereunder on Sanford's behalf has been appropriately credentialed and privileged by Sanford; (iii) Sanford will ensure that each covering Provider only renders those Services that are within the scope of such individual's privileges as granted by Sanford and Facility; and (iv) Sanford will notify Facility of any action taken that constitutes a reportable event to the National Practitioner Database ("NPDB"), as described in 42 U.S.C. § 11133; (v) Sanford's hospitals are Joint Commission-accredited organizations. Sanford shall have full responsibility for the aggregation and verification of credentialing and/or background documentation ("Primary Source Documentation") for Sanford's covering Providers. Sanford shall provide Facility with copies of the Primary Source Documentation upon request.

4. **Facility's Responsibilities.** In addition to the other responsibilities set forth in this Agreement, Facility shall be solely responsible for providing appropriate technical and staff support as necessary for the Providers to provide the Services under this Agreement.

5. **Payment for Services.**

- a) The parties agree to abide by the compensation and billing provisions set forth in the EMBER Program Service Agreement dated August 1, 2024, between the parties.
- b) The parties agree that any compensation that may be paid to Sanford for Services represents the fair market value of the Services provided and is not predicated on the volume or value of any referrals or business otherwise generated between the parties.

6. **Term and Termination.** The term of this Agreement shall commence on August 1, 2024, and shall continue in force until the termination of the EMBER Program Service Agreement contract between the parties.

7. **Independent Contractor Status.** This Agreement shall not be construed in any manner to make Sanford's employees the employees of Facility. Facility shall not be responsible for the withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Facility shall not be responsible for workers' compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Facility to its own employees. Sanford and its employees are independent contractors with respect to Facility.

8. **Non-Referral.** The parties understand and agree that they are entering into this Agreement as part of an arms' length transaction and referral of patients to either party is not (a) a condition to the execution or consummation of this Agreement; or, (b) consideration, in whole or in part, for the execution or consummation of this Agreement.

9. **Good Faith Agreement to Amend.** It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties' ability to legally carry out the spirit of the Agreement and their good-faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which termination shall be effective on the effective date of the state or federal law, rule, regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

10. **Notice.** Any notice required by this Agreement shall be deemed to be duly given when hand delivered or mailed by registered or certified mail, postage prepaid, or sent by courier service providing proof of delivery, addressed to the recipient thereof at the address set forth below or at such other address as may be subsequently designated in writing by either party to the other party:

If to Facility: Beltrami County Sheriff's Office
613 Minnesota Ave. NW
Bemidji, MN 56601

If to Sanford: Sanford Health, Virtual Care
Attn: Amanda Henry, Director of Business Development &
Customer Success
1305 W. 18th St.
Sioux Falls, SD 57105

11. **Non-Discrimination.** Neither party shall exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, creed, religion, sex, disability, age, marital status, veteran status, status with regard to public assistance, sexual orientation, or any other protected class in admission to, participation in, or receipt of the services and benefits of any of the party's programs and activities.

12. **Confidentiality and Access to Information.** Both Sanford and Facility agree that all information regarding patients, as well as all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of this Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law, regulation, and third party reimbursement agreements.

13. **Government Access to Books and Records.** In accordance with Section 1861(V)(I) of the Social Security Act relating to costs incurred by a provider in connection with matters for which payment may be made under such Act with respect to any services furnished pursuant to a contract between the provider and any of its subcontractors, it is hereby agreed that until the expiration of four (4) years after the furnishing of such services pursuant to this contract, Sanford shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents, and records of Sanford which are necessary to certify the nature and extent of such costs. Furthermore, if Sanford carries out any of the duties of the contract, with a value or costs of \$10,000 or more over 12-month period, with a related organization, such subcontract shall contain a clause to the same effect requiring the related organization to make such books and records available in the same manner.

14. **Ownership of Records.** Any and all patient records and charts produced as a result of Sanford's performance under this Agreement shall be and remain the property of Sanford. Both during and after the term of this Agreement, the Facility shall be permitted to inspect and/or duplicate, at the Facility's sole cost and expense, any individual chart or record to the extent necessary to meet the Facility's professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent; provided, however, that such inspection or duplication shall only be permitted and conducted as permitted by law and by commonly accepted standards of patient confidentiality. The Facility shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by the Facility pursuant to this section.

15. **Miscellaneous.**

- a) The captions appearing herein are for the convenience only and are not a part of this Agreement nor do they limit or amplify any term or provision herein.
- b) No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- c) If any term or provision of this Agreement is now or hereafter is determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
- d) The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and permitted assigns of the parties hereto.
- e) The terms and provisions hereof shall apply without regard to number or gender of words and expressions used herein.
- f) This Agreement, and any attached addendums, constitute the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral representations, warranties and agreements between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by written agreement executed by all parties.
- g) This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- h) This Agreement may not be assigned by either party without the prior written consent of the other party.

BELTRAMI COUNTY

SANFORD

By:

Its:

Date:

By:

Its:

Date:

Karla Esseten

President & CEO

11/15/24

PSYCHOTHERAPY SERVICE AGREEMENT

THIS AGREEMENT is made effective August 1, 2024, by and between Beltrami County, through the Beltrami County Sheriff's Office, 701 Minnesota Avenue NW, Bemidji, Minnesota 56601, (herein "County"), and Sanford Health of Northern Minnesota, 1705 Anne Street NW Bemidji, MN 56601, (herein "Provider").

WITNESSETH

WHEREAS, pursuant to Minnesota Statutes, § 402.02, the County has identified a certain population within Beltrami County that is in need of mental health services; and

WHEREAS, in accordance with Minnesota Statutes, §§ 387.11, and 641.15, the Beltrami County Sheriff shall keep and maintain a County Jail and the County shall provide suitable medical care for inmates, including mental health care; and

WHEREAS, the Provider and the County have engaged in extensive discussions about services to be offered within the jail, including Embrace/Motivate/Belief/Execute/Remedy ("EMBER") services.

WHEREAS, the parties have negotiated the terms of delivery for EMBER services in a separate agreement, which are reimbursable in part through state programs created to support these services.

WHEREAS, the County has additionally identified a need for psychotherapy services within the County Jail. These services are not reimbursable through private, government, or other third-party (inmate) insurance coverage.

WHEREAS, recognizing the important need existing in the inmate population, the County has agreed to purchase these psychotherapy services at fair market value for eligible inmates in the County Jail from the Provider, on the terms and conditions embodied in this Agreement.

WHEREAS, the Provider represents that it is duly qualified and willing to furnish such services and is eligible to receive funding through the County.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and the Provider agree as follows:

I. PROVIDER'S RESPONSIBILITIES

- A. The Provider agrees to furnish psychotherapy services, as more fully described in Section II, in the Beltrami County Jail. Client-specific services will be provided as described in each client's individual treatment plan.
- B. The Provider agrees to coordinate services with county case managers and residential and community-based providers, in order to avoid duplication of

services, achieve cost-efficiencies, and provide a continuum of services that address individual needs. In the event the Provider is unable to provide specific services in a client's service/care plan, or anticipates it will be unable to do so, the parties shall work together to determine available alternatives, including potential modification of the applicable plan.

- C. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees, agents, and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes, Chapter 245A and Minnesota Statutes, Chapter 626, Section 626.556. The County intends to complete these background studies before Provider's employees, agents, and volunteers can provide services with or without supervision.
- D. The Provider agrees to develop, review annually and ensure that its staff is prepared to implement an emergency response plan. This plan must include a contingency plan for emergencies when the lack of immediate care and supervision would pose a serious threat to the health and safety of the clients being served by the Provider. As appropriate, the plan must be customized specifically for each site where clients are served.

II. SERVICES TO BE PROVIDED

- A. The Provider agrees to provide psychotherapy services in the Beltrami County Jail, to be defined to include the services listed in subsections (1) and (2), with along with directly-related travel, documentation, and administrative work, and any other services as may be agreed-upon by the parties in writing (the "Services").
 - 1. Risk Screening/Assessment
 - 2. Individual and/or Group Therapy
- B. The County agrees to provide physical space sufficient for Provider to provide the Services on-site, and agrees to purchase and/or supply all necessary, non-medical equipment attendant to the delivery of these Services. The County shall reasonably coordinate with the Provider to ensure all clients are available as and when necessary for the delivery of the Services contemplated by this Agreement.

III. COMPENSATION/BILLING

- A. The County and the Provider agree the Services are not available without cost, and are not subject to available, public or private third-party insurance coverage.
- B. The County agrees to pay the Provider at the rate of \$65.00 per hour for the Services. The Provider agrees that this represents full and complete payment for

the Services, and the Provider will not bill or attempt to collect any additional amounts from clients or third-party payers for the Services.

- C. The County will make payment within thirty-five (35) days from the receipt of the invoice. If the invoice is incorrect, the County will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the County will make payment within thirty-five (35) days.
- D. The Provider shall make every reasonable effort to maintain sufficient resources to deliver the Services, and will collaborate with the County in the event sufficient resources are not available, as more fully described in Section I(B).

IV. ELIGIBILITY FOR SERVICES

- A. The parties shall collaborate to identify those inmates who are eligible for Services under this Agreement. Client eligibility shall be determined either through a recommendation from the jail's step-down assessment, or through consultation in the weekly mental health meeting between the County and the Provider. The final eligibility determination for any client shall be made jointly by the County and the Provider. The County shall communicate to the Provider which Services are authorized for payment.
- B. If the County has sufficient reason to believe that the safety or well-being of a client receiving Services may be endangered by actions of the Provider, its employees, agents, and/or volunteers, the County may require that the Provider immediately terminate furnishing Services to the client. The County may also remove the client from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the client has been assured. If it is determined that the safety and well-being of the client will remain in jeopardy, the County may terminate this Agreement for a specific individual. No payment shall be made for the specific client at issue, for the period during which Services are suspended or terminated for that client. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis for the work or Services satisfactorily performed for the client at issue.

V. INDIVIDUAL SERVICE AND TREATMENT PLANNING

- A. The Parties understand and agree that all Services provided to an eligible client under the terms of this Agreement shall be in accordance with his or her individual community support plan and individual treatment plan. The Provider agrees to develop the client's treatment plan and coordinate service delivery with the client's case manager, to the extent required under Minnesota Statutes, Chapter 245, Section 245.4711, Subdivision 5. The County shall use best efforts to facilitate

meetings and coordination between the case manager and the Provider to ensure continuity and successful integration of individual treatment plans, and any applicable community support plan.

- B. All Services provided to eligible persons under the terms of this Agreement shall be directed toward the client's achievement of the goals and objectives identified in the client's individual treatment plan. Performance of the Provider will be monitored and evaluated in accordance with client outcomes as specified in the individual treatment plan and individual community support plan.

VI. RECORDS, RECORD DISCLOSURES, REPORTS AND EVALUATION

- A. Any and all patient/client records and charts produced as a result of the Provider's performance under this Agreement shall be and remain the property of the County. Both during and after the term of this Agreement, the Provider shall be permitted to inspect and/or duplicate, at the Provider's sole cost and expense, any individual chart or record to the extent necessary for continuity of care and/or to assist in the defense of any claim to which such chart or record may be pertinent; provided, however, that such inspection or duplication shall only be permitted and conducted as permitted by law and by commonly accepted standards of patient confidentiality. The Provider shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by the Provider pursuant to this section.
- B. The County shall monitor and evaluate the Provider's performance under this Agreement. County procedures for monitoring and evaluating may include, but are not limited to: review of client files; review of the Provider's financial, statistical and program records; a review of reports and data supplied by the Provider at the County's request; and cost reports. All rights of review and monitoring granted to the County under this Section VI(B), and this Agreement as a whole, are limited solely to those records, reports, documents, data, and other information which are directly related to the Services being provided under this Agreement.
- C. Within ninety (90) days of the close of this Agreement, upon request by the County, the Provider agrees to furnish to the County a detailed un-audited year-end revenue and expense statement and balance sheet for the term of this Agreement.
- D. The Provider further agrees to maintain all pertinent financial records pertaining to this Agreement for six (6) years for audit purposes at Sanford Health of Northern Minnesota, 1705 Anne Street NW, Bemidji, MN 56601. This shall be in accordance with Minnesota Statutes, Chapter 16C, Section 16C.05, Subdivision 5.
- E. The Provider shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of Services.

VII. STANDARDS, LICENSES, CERTIFICATIONS AND TRAINING

- A. The Provider represents that it will remain qualified to furnish the Services in accordance with the applicable provisions of federal law, Minnesota Statutes and Rules, and this Agreement.
- B. The Provider agrees to use only qualified personnel to furnish any Services pursuant to this Agreement. If licensing or certification is a necessary prerequisite for provision of Services, the Provider ensures that personnel and Services are properly licensed or certified in accordance with the provisions of all applicable laws and regulations.
- C. The Provider shall provide the Services in accordance with all applicable law. This shall include, but not be limited to, compliance with all federal state and privacy laws (including HIPAA), as well as all state reporting requirements.
- D. The Provider agrees to comply with the County's Limited English Proficiency Plan and the U.S. Department of Health and Human Services Office of Minority Health's "National Standards for Culturally and Linguistically Appropriate Services in Health Care." For Medical Assistance funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance funded services shall be the financial responsibility of the County.

VIII. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS, AND NON-DISCRIMINATION

- A. The Provider agrees to comply with the Civil Rights Act of 1964, including Title VI (42 USC 2000d), Executive Order No. 13166 on compliance with Limited English Proficiency requirements; Title VII (42 USC 2000e), Executive Order No. 11246 on discrimination on the basis of sex; the Rehabilitation Act of 1973 as amended by Section 504; the Minnesota Human Rights Act (Minnesota Statutes, Chapter 363A); and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities and in the rendering of Services herein on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.
- B. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Chapter 363A, Section 363A.36. This section only applies if the contract is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous twelve (12) months.
- C. It is the County's policy that all providers desiring to do business with the County

adhere to the principles of Equal Employment Opportunity. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, age or disability, but that they also take active steps to ensure positive progress in Equal Employment Opportunity.

IX. BONDING, INDEMNITY, AND INSURANCE

- A. **Bonding:** The Provider will be required to maintain at all times during the term of this Agreement, a fidelity bond or insurance coverage for employee dishonesty, with a minimum amount of \$25,000.00, covering the activity of each person authorized to receive or distribute monies under the term of this Agreement. A copy of the Provider's bond or insurance certificate shall be delivered to the County at the beginning of this Agreement term and on an annual basis thereafter.
- B. **Hold Harmless and Indemnification:** To the fullest extent provided by law, each party agrees to defend, indemnify, and hold the other party, its employees, agents, trustees, officers, and officials, harmless from any third-party claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission of the indemnifying party, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or Services to be performed or furnished by the indemnifying party under this Agreement.
- C. **Insurance:** Any insurance required to be carried by the Provider shall be primary and not in excess to any other coverage by the County.

The Provider's insurance companies are preferred to maintain a financial rating that is a current A.M. best rating of no less than A:VII, if the Provider is self-insured, review of financial information directly related to the self-insurance may be required.

Coverage must be in force for the complete term of the Agreement. If the insurance expires during the term of the Agreement a new certificate of the insurance must be received by the member at least 10 days prior to the expiration date. The insurance must meet the terms of the original contract.

The Provider must provide a minimum of sixty (60) days advance notice to the County of any substantial change or cancelation of any of the insurance policies listed on the certificate of insurance.

The Provider is responsible for any deductible or self-insured retention contained within the Provider's insurance program.

In the event the Provider fails to keep in effect at all times the specified insurance coverage, the County may in addition to any other remedies it may have, terminate

the occurrence of such event, subject to the provisions of the Agreement.

Commercial General Liability:

The Minimum Limits of Liability must be:

\$3,000,000 Aggregate

\$3,000,000 Products and Completed Operations Aggregate

\$1,500,000 Each Occurrence

- ◆ The policy shall be written on an occurrence basis, not a claims-made basis. Beltrami County must be listed as an Additional Insured with respect to this Agreement. An excess or umbrella liability policy may be used in conjunction with primary coverage to meet the minimum limit requirements.

Professional Liability Coverage:

The Minimum Limits of Liability must be:

\$2,000,000 Per Wrongful Act or Occurrence

\$4,000,000 Annual Aggregate

Worker's Compensation and Employer's Liability Coverage:

- ◆ Worker's Compensation limits are to be statutory per applicable state and federal laws.
- ◆ The Provider's Minimum Limits of Coverage must be:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit

X. PROVIDER DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors or the owners, managers, or employees of the subcontractors assigned to provide Services pursuant to this Agreement have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. In addition, Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from providers who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Chapter 16C, Section 16C.03, Subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend providers who seek to contract with the County. Providers may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

The Provider certifies to the best of its actual knowledge that it, its officers, directors, and employees performing under this Agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or

local governmental department or county; and

- B. Have not within a three-year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the County should the Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing theft, embezzlement, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property.

XI. SUBCONTRACTING

- A. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without express written approval from the County. All subcontractors shall be subject to and shall meet all of the requirements of this Agreement. For clarity, this Section XI shall not apply to any assignment or delegation to another Sanford entity sharing common ownership with the Provider.
- B. The Provider agrees to be responsible for the performance of any subcontractors to ensure compliance with the subcontract and Minnesota Rules.

XII. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this Agreement, including the payment provisions, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered

employees, agents and representatives of the County. The parties are independent contractors engaged for the sole purposes embodied in this Agreement.

XIII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. The Provider, in accordance with Minnesota Statutes, Chapter 13, Section 13.46, Subdivisions 7, 8, and 9, agrees to allow personnel from the County, the Minnesota Department of Human Services and the Minnesota Department of Health, where applicable, access to the Provider's records which are directly applicable and relevant to the Services at reasonable hours to exercise their responsibility to monitor the Services.
- B. The Provider agrees to reasonably cooperate with the County in the development and implementation of both qualitative and quantitative assessment of the Provider's Services. Evaluation data collected will be used by the Beltrami County Board of Commissioners in its funding decisions.
- C. In the event there is a revision of State or Federal regulations that might result in the Provider's ineligibility for Federal or State financial participation, all parties will review this Agreement and renegotiate those terms necessary to bring this Agreement into compliance with the new regulations.
- D. No claim for Services furnished by the Provider, not specifically provided in this Agreement, will be allowed by the County, nor shall the Provider do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the County.
- E. In accordance with Minnesota Statutes, Chapter 245, Section 245.466, Subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement.
- F. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

XIV. TERM AND TERMINATION

- A. This Agreement shall commence on August 1, 2024, and remain in force through July 31, 2026, unless earlier terminated or later renewed by the parties.
- B. **With or Without Cause:** This Agreement may be terminated without cause by either party upon thirty (30) calendar days' written notice to the other party. Either party may terminate this Agreement for cause by giving ten (10) business days' written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period. In the event this Agreement is cancelled within one (1) year of its execution, the parties shall not enter into a subsequent

agreement for the Services on substantially different terms until after the one-year anniversary of this Agreement's execution.

- C. **Termination by County – Lack of Funding:** Notwithstanding any provision of this Agreement to the contrary, the County may **immediately terminate** this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota state agencies, federal or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The County is not obligated to pay for any Services performed by the Provider after written Notice of Termination for lack of funding is sent to the Provider. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- D. **Duties of the Provider Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:
1. Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination.
 2. Cancel all orders and subcontracts to the extent possible and to the extent that they relate to the performance cancelled by the Notice of Termination.
 3. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.
 4. Submit a final invoice for Services provided prior to termination, within ninety (90) calendar days of the date of termination.
 5. Retain all pertinent records pertaining to the Services for at least six (6) years.
- E. **Duties of County Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the County shall:
1. Not be liable for any Services provided after the date of the Notice of Termination, except as previously authorized and not cancelled by the Notice of Termination, as stated above, or as authorized in writing by the County.
 2. Within ninety (90) calendar days of receipt of a final invoice, make final payment for any Services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
- F. **Effect of Termination:** Termination of this Agreement shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Agreement adequately prior to the effective date of termination.

XV. NOTICES

- A. Any notice to be given under this Agreement shall be deemed effective upon deposit

in the United States mail, addressed as follows:

To Provider: Sanford Health of Northern Minnesota
Attn: Behavioral Health
1705 Anne St.
Bemidji, MN 56601

with copy to: Sanford Health of Northern Minnesota
Attn: Legal Department
P.O. Box 2010
801 Broadway N.
Fargo, ND 58122-1000

To County: Beltrami County Administrator
701 Minnesota Ave. NW
Bemidji, MN 56601

with copy to: Beltrami County Sheriff's Office
613 Minnesota Ave. NW
Bemidji, MN 56601

XVI. ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties as to the Services is contained in this Agreement, which supersedes all oral agreements and negotiations between the parties relating to the same.
- B. The provisions of this Agreement are severable. If a court of law upholds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, Beltrami County and the Provider have executed this Agreement as of the day and year first written above. The Provider, having signed this Agreement, and the Beltrami County Board of Commissioners having duly approved this Agreement and pursuant to such approval and the proper County officials having signed this Agreement.

[Signatures to follow on next page]

FOR THE COUNTY

**John Carlson, Board Chair
Beltrami County Board of Commissioners**

Date

Jason Riggs
Beltrami County Sheriff

Date

FOR THE PROVIDER



Karla Eischens, President & CEO
Sanford Health of Northern Minnesota

11/15/24

Date

APPROVED AS TO FORM AND EXECUTION

David L. Hanson
Beltrami County Attorney

Date



Meeting Date: 12-3-24
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Resolution of Support for the 9 County C&D Group to apply for the EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant Program

RECOMMENDATIONS: Sign and Support the 9 County C&D EPA Grant Application

DEPARTMENT OF ORIGIN: Solid Waste

CONTACT PERSON: Brian Olson, Director, 333-8278

DATE SUBMITTED: 11-25-24

CLEARANCES:

BUDGET IMPACT: 2024-2026 (Currently Planned for in 2024 Pro Forma)

EXHIBITS: Draft Resolution, 11-2-23 MPCA Letter

SUMMARY STATEMENT:

Beltrami County and 8 Other Counties (Clearwater, Hubbard, Mahnomens, Norman, Polk, Cass, Marshall & Red Lake) have developed a regional plan for Demolition Debris Management, planning for the Minnesota Pollution Control Agency Letter Dated November 2, 2023. The Group has been applying for all Grants that we can relate this project to, and ask County Boards support our efforts.

**RESOLUTION OF THE BELTRAMI COUNTY
BOARD OF COMMISSIONERS**

**EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant Program
Beltrami County Support for Hubbard County Hub & Spoke Regional Recycling Project**

RESOLUTION (_____)

The following Resolution (_____) was offered by Commissioner _____ :

WHEREAS, the State of Minnesota (MN) is in the process of changing the rules which regulate the operation of unlined Construction and Demolition Debris (C&D) landfills. All changes would require the closure of all unlined C&D landfills that do not capture and treat leachate; and

WHEREAS, many of these C&D landfills are already subsidized by the Counties in which they are located to reduce the tip fees charged for materials. The intent of the subsidy is to discourage illegal disposal which would lead to environmental degradation and harmful Greenhouse Gas (GHG) emissions; and

WHEREAS, the cost to modify these C&D landfills to meet the new rules is not economically feasible for small volume facilities in very rural areas. The result is most of the small unlined C&D landfills have indicated they will close once the rules are implemented; and

WHEREAS, many of the smallest and most vulnerable C&D landfills in MN are found within our nine (9) County region of Northwest MN (9 County Group) which includes: Beltrami, Cass, Clearwater, Hubbard, Mahnomon, Marshall, Norman, Red Lake and Polk Counties; and

WHEREAS, numerous underserved or disadvantaged communities, identified as Environmental Justice (EJ), reside within this nine (9) County region, including the three (3) Tribal Nations of Leech Lake, Red Lake and White Earth, of which the 9 County Group is working in cooperation and partnership with; and

WHEREAS, the 9 County Group have engaged in a cooperative effort to organize and develop a "Hub & Spoke" system to replace these C&D landfills likely to be closed. Hubbard County, one of the 9 County Group, was selected to lead this cooperative effort to secure a SWIFR grant to fund this Hub & Spoke system; and

WHEREAS, if SWIFR funds are awarded to the 9 County Group's Hub & Spoke project, Hubbard County would provide an equitable distribution of the funds across the 9 Counties to establish the Spokes and one County to establish a Hub to serve those Spokes; and

WHEREAS, the project would result in the reuse, recycling or composting of C&D wastes which otherwise would be disposed of in unlined C&D Landfills; and

WHEREAS, the project would result in the creation of new, or expansion of existing, infrastructure to increase waste diversion activities such as recycling, reuse, composting and special material handling and provide an environmentally protective disposal option for materials that cannot be diverted; and

WHEREAS, the creation of the Hub & Spoke system in the 9 County region, GHG and CO emissions will be reduced by aggregating into one large load what would otherwise have required multiple small loads hauling to the Hub.

THEREFORE BE IT RESOLVED, Beltrami County supports Hubbard County (MN) efforts to secure SWIFR grant funds on behalf of the 9 County Group cooperative to implement a regional Hub & Spoke project; and

BE IT FURTHER RESOLVED, if SWIFR grant funds are allocated to the 9 County Group’s regional Hub & Spoke project, Beltrami County pledges to implement its portion of the Hub & Spoke system.

Commissioner _____ seconded the foregoing Resolution and it was declared adopted upon the following vote: YEAS: _____ NAYS: _____

STATE OF MINNESOTA

)

) SS

COUNTY OF BELTRAMI

)

I, Thomas H. 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 December 3, 2024, now on file in my office and have found the same to be true and correct copy thereof.

Thomas H. Barry, County Administrator

November 2, 2023

RE: Construction & Demolition Debris Landfill Rulemaking Update

Dear Construction & Demolition Debris Landfill Owners and Operators:

The purpose of this letter is to help you stay informed on developing changes to the Construction & Demolition (C&D) system in Minnesota. C&D debris is generated during construction, renovation, and demolition. In Minnesota, there are over 90 C&D landfills or portions of landfills that are constructed without liners or leachate collection systems. Without liners or leachate collection systems, leachate will contaminate soils and eventually find its way to groundwater. For these reasons, Minnesota's current C&D debris disposal system is not protective of the environment. To better protect soil and groundwater from contamination, the Minnesota Pollution Control Agency (MPCA) is proposing new rules that are more protective of groundwater and require all landfills: be lined with leachate collection systems, be capped with protective covers, have more stringent operating - location - and closure requirements, require groundwater monitoring, and have financial assurance to mitigate future liabilities and facilitate proper closure. **The MPCA is also proposing to eliminate the unlined C&D permit by rule facilities.**

Facts supporting this proposed rule are as follows:

- C&D Debris is not inert as was assumed in the 1988 Demolition Landfill Rules.
- Prevention of pollution is always preferred over mitigation and remediation.
- Unlined landfills release leachate into groundwater.
- The 2019 Groundwater Report identified system wide impacts to the groundwater which indicates that changes to the rules and regulations are necessary.
- There are currently three unlined C&D landfills that have impacted residential drinking water sources. These sites have received alternative drinking water sources.
- Minnesota's groundwater is a highly valuable and sensitive resource.
- Minnesota does not allow groundwater to be degraded beyond its highest use, which is drinking water.
- Similar states in our region have ceased unlined landfilling of C&D materials.

The MPCA is also **proposing a transition period of up to seven years to close existing unlined C&D landfill areas with environmentally protective covers.** MPCA recommends that all unlined C&D landfill owners and operators contact your assigned permit engineer and hydrologist to discuss the proposed rule concepts, and how they may impact your facilities. This discussion will help you plan the future of the landfill with respect to the proposed rule concepts, closure of any existing unlined C&D landfill areas, as well as transitioning to a proposed new C&D management system that includes providing more recycling, reuse, or Beneficial Use opportunities, and developing regional partnerships for collecting and transferring material to an approved lined facility. Also, the MPCA is actively pursuing financial assistance for grants to assist in providing funds to offset the transition costs to a new system and enhanced cover closure costs.

November 2, 2023

The MPCA is currently in the process of drafting the proposed new C&D rules. We currently expect rule completion within the 2024 calendar year. If you wish to stay updated on this process, please subscribe to the email subscription service, 'GovDelivery' here:

<https://public.govdelivery.com/accounts/MNPCA/subscriber/new>, and sign up for the "Land Rulemaking/Rulemaking: Construction and Demolition Debris Landfills" communications. You can also visit the [C&D rulemaking webpage](#) for updates. Additionally, MPCA recommends signing up for two additional topics related to solid waste management and permitting information in Minnesota while signing up for the rulemaking topic as we send out newsletters through those sign ups throughout the year that will also provide updates on the rulemaking process:

1. Waste and recycling/Sustainable Building and Construction & Demolition Materials Management
2. Waste and recycling/Solid Waste Matters

Sincerely,

David J. Benke

This document has been electronically signed.

David J. Benke

Division Director

Resource Management & Assistance Division

DJB/GK:kj



**Meeting Date: Dec. 3rd, 2024
Beltrami County Commission
Regular Agenda**

AGENDA BILL

SUBJECT: Deputy Oath (Swearing In)

RECOMMENDATIONS: The Beltrami County Sheriff will swear in Deputy Henry Pendleton

DEPARTMENT OF ORIGIN: Sheriff's Office

CONTACT PERSON: Jason Riggs, Beltrami County Sheriff 218-333-4136

DATE SUBMITTED: 11/21/2024

CLEARANCES: County Administrator

BUDGET IMPACT: None

EXHIBITS: Oath of Office

SUMMARY STATEMENT:

Sheriff Jason Riggs will be swearing in Deputy Henry Pendleton at the December 3rd regular meeting. Deputy Pendleton's family will be present and his 9 year old daughter will be pinning on his badge.

**STATE OF MINNESOTA)
SS
COUNTY OF BELTRAMI)**

I Henry Pendleton do solemnly swear:

To support the constitution of the United States, the constitution and laws of the State of Minnesota,

To serve the citizens of Beltrami County, the State of Minnesota and the United States of America honestly and faithfully;

To conduct myself at all times in accordance with the highest moral standards and never commit any act that will reflect discredit on the Beltrami County Sheriff's Office or any member thereof;

To be loyal to my supervisors and fellow employees and treat all members of the public without fear, favor or discrimination to class, color, race or creed and have the courage to hold myself and others accountable for our actions;

and at all times, to fulfill my oath as Beltrami County Deputy Sheriff.

All this I solemnly swear to the best of my knowledge and ability, so help me, God.

Employee's Signature

**STATE OF MINNESOTA)
SS
COUNTY OF BELTRAMI)**

KNOW ALL MEN BY THESE PRESENT, THAT I, **Jason Riggs**, Sheriff of Beltrami County, Minnesota do hereby appoint Henry Pendleton as a Beltrami County Sheriff's Deputy
Date of Employment _____

Dated this _____ day of _____

Jason Riggs, Sheriff of Beltrami County, MN

Subscribed and sworn to before me this _____ day of _____, 2024

(Notary)



Meeting Date: December 3, 2024
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: Public Hearing on Ordinance to Regulate Cannabis Businesses

RECOMMENDATIONS: Conduct public hearing regarding draft cannabis ordinance and consider taking action regarding the draft ordinance

DEPARTMENT OF ORIGIN: Environmental Services Department

CONTACT PERSON: Brent Rud 218-333-4158

DATE SUBMITTED: 11-26-24

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: Public Hearing Notice and Draft Ordinance of Beltrami County to Regulate Cannabis Businesses

SUMMARY STATEMENT: The Planning Commission has completed the preparation of a draft cannabis ordinance, conducted a public hearing, and has recommended approval of this draft ordinance to regulate cannabis businesses. The County Board is holding a public hearing to gather additional comments from the public regarding this draft ordinance prior to taking action on the draft ordinance.

Currently, there is a moratorium ordinance in effect in Beltrami County until January 1, 2025 which prohibits new cannabis businesses. This draft ordinance describes how many cannabis retail businesses would be allowed in the County, where they could be located, and the process for obtaining the required approvals prior to opening a cannabis business in Beltrami County.

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 20, 2024

Thomas H. Barry
County Administrator

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



Date: December 3, 2024
Beltrami County Commission

REGULAR MEETING AGENDA BILL

SUBJECT: 2025 Legislative Platform

RECOMMENDATIONS: Approve the County's Legislative Platform for 2025

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON:

Tom Barry, County Administrator 218-333-4109

DATE SUBMITTED: November 26, 2024

CLEARANCES: Administrator

BUDGET IMPACT: N/A

ATTACHMENTS: Draft 2025 Legislative Platform

SUMMARY STATEMENT:

The 2025 Minnesota Legislative Session is just around the corner, so it is important to solidify the County's legislative priorities in advance of the Session. Doing so will allow the County to communicate its priorities to local legislators and others before the Session begins.



State Legislative Platform for the 2025 Session

Summary Overview:

- 1) **State Bonding Bill** – Request the Legislature include the Northwest Regional Demolition Waste Hub and Spoke System in the next Bonding Bill.
- 2) **Behavioral Health Continuum of Care** – Requesting legislative investments and direction provided to the Minnesota State Department of Human Services, Department of Youth and Family Services and Direct Care and Treatment to improve Minnesota’s mental health and developmental disabilities continuum of care.
- 3) **Cost Share for State Direct Care and Treatment Facilities** – Request updating and overhauling the State Direct Care and Treatment Division system and funding requirements which disadvantages and heavily burdens counties.
- 4) **Elimination of the County Share of the Behavioral Health Fund** – Due to State Substance Use Disorder (SUD) Reform and changes to access and financial controls, Counties should no longer be financially responsible for a county share in costs that are paid through the Behavioral Health Fund.
- 5) **Legislative Changes with Unfunded Financial Impacts to Counties** – Health and Human Services Perspective: County systems can no longer absorb legislated workloads without the necessary funding for implementation and sustainability.
- 6) **Health and Human Services Systems Transformation and Modernization** – Requesting support and funding to offset the County’s cost of implementation of new State-provided technologies.
- 7) **Child Protection Opioid Response Allocation** - Restore lost funding to county and tribal social service agencies to provide prevention and child protection services to children and families who are affected by addiction.
- 8) **Transportation** – Support continued comprehensive transportation funding that includes new revenue for roads and bridges.
- 9) **Solid Waste** – Beltrami County supports continued comprehensive funding for managing solid waste statewide as well as increased product stewardship among manufacturers, retailers, and consumers with an emphasis on Extended Producer Responsibility.

2025 Legislative Platform Details

1) State Bonding Bill

The Minnesota Pollution Control Agency has a goal to close all unlined demolition landfills in the State. Beltrami County has an unlined landfill that is expected to be closed (not reissued a permit). Beltrami County has worked with a coalition of 8 other counties to study the options. A “Hub and Spoke” concept was determined to best meet the new MPCA rules and county needs. The 9 County Coalition has submitted a request for bonding to help pay for the \$67 project. Beltrami County respectfully requests that the State Legislature include the NW Regional 9 County Demolition Waste Hub and Spoke project in its State Bonding Bill. If funding through bonding is unavailable to support projects like this, then Beltrami County opposes any rule changes that are unfunded mandates. Counties can’t take on this additional burden on their own. Beltrami County is the second poorest County in the State of Minnesota with a poverty rate near 20%. Only 1/3 of the land within the County’s jurisdictional limits is taxable. We simply don’t have the funds for these types of state mandated regulatory closures.

2) Behavioral Health Continuum of Care

Beltrami County Health and Human Services supports legislative investments in enhancing Minnesota’s mental health and developmental disabilities continuum of care for both children and adults so that it appropriately serves those most in need of care. Increased state funding and regional investments are needed to address gaps in Minnesota’s mental health infrastructure to ensure that appropriate and culturally competent services are available for children and adults with high needs. Minnesota’s mental and behavioral health infrastructure must include crisis stabilization and rehabilitation services, along with ongoing community support services to ensure placements in jails and emergency rooms are limited.

The State of Minnesota must develop a sufficient state-operated safety net of mental and behavioral health facilities that meet the needs of members of our communities that are disproportionately impacted when our current services are insufficient. Necessary facilities and services with an appropriate level of care include Minnesota State-Operated Community Services (MSOCS), Child and Adolescent Behavioral Health Hospitals (CABHH), crisis beds, high acuity placements, and both secure and non-secure therapeutic treatment options for adults and children involved with the criminal justice system. Beyond these inadequacies, forensic beds continue to be limited in Minnesota and individuals remain “stuck” in beds that are inappropriate for their needs but unable to move because there is not an appropriate facility bed available. While there has been legislative pressure to expand access there is still insufficient availability to the continuum of care this population requires and counties continue to bear the costs associated. Bonding dollars should be leveraged to support local government and state-run facilities when developing, building, or remodeling facilities, in addition to providing adequate programming dollars to ensure facilities are appropriately staffed in the current workforce shortage. Counties need supplemental funding sources for costs associated with the lack of appropriate care facilities that result in exorbitant placement costs to serve this population.

3) Cost Share for State Direct Care and Treatment Facilities

Counties are billed 100% of the cost of care when an individual no longer meets medical criteria for hospitalization and are housed in most state-run facilities, yet counties are often powerless to move the individuals to their next bed due to the lack of beds and funding for programming. Further, individuals now needing a hospital bed as a result of commitment cannot be served because there are no beds available (those beds are occupied by individuals who should have been moved to a forensic bed). One of the results of this is individuals who are mentally ill are being stuck in a jail cell or in a community placement that does not meet their needs. Currently, Minnesota's safety net appears to be hospital emergency rooms, jails, and other inappropriate settings. We need to plan for a more coordinated, efficient, person-centered way to meet the needs of our residents. We can no longer afford to ignore the need for more beds in multiple areas of the mental health system including Direct Care and Treatment. Minnesota Statutes, section 253B.18, subdivision 1 (b), requires "once a patient is admitted to a treatment facility pursuant to a commitment under this statute, treatment must begin regardless of whether a review hearing will be held under subdivision 2 . . ." If this appropriate bed is not available, counties are not able to move the individual to an appropriate bed; yet, under current statute, counties must pay 100% of the cost of care until the Department of Human Services frees up a bed. Minnesota Statutes, section 246.54, provides for a provision to charge the county for 100% of the cost of care when the facility determines it is clinically appropriate for the client to be discharged. Last year Legislation improving this situation passed (SF2934) and was signed into law as Chapter 61. The language is in article 8, Section 5 and 6. Unfortunately it was limited to the effective date of July 1, 2023, forward to June 30, 2025. Beltrami County is asking that this legislation be made permanent and expanded to any bills in which the inability to move a client from one state-run facility to another state-run facility is specifically due to the lack of beds in the state-run system.

4) Elimination of the County Share of the Behavioral Health Fund

Substance use disorder reform was passed during the 2017 legislative session. Substance Use Disorder (SUD) reform seeks to transform the service continuum from an acute episodic model to a chronic and longitudinal model. This reform establishes a specific model of "Direct Access." The "Rule 25" process has been the method for eligible people to access publicly paid SUD treatment services in Minnesota and has been since the late 1980s. Effective July 1, 2022, comprehensive assessments replaced the Rule 25 assessments, and the Rule 25 process is now obsolete. Counties and Tribes cannot authorize treatment services using this process as of July 1, 2022. Those counties who can meet the credentialing requirements to provide services will do so as providers. Counties must accept financial responsibility for individuals eligible for SUD treatment and maintain a cost share up to 22.95% under the Behavioral Health Fund (which replaces the Rule 24 funds) as payor only, counties and are no longer in a decision-making role, yet currently under statute remain financially responsible for eligible clients. Use of the Behavioral Health Fund has opened to also fund SUD treatment to persons needing access to SUD treatment while confined to local jails. While this is a positive step to assist people in finding health, it has increased usage of the fund and has magnified the complexities of determining county of financial responsibility in the process. Individuals themselves are confused about what county is responsible for their care as many are experiencing homelessness or are in transition at the time, they need treatment. Due to SUD Reform and changes to access and financial controls, Counties should no longer be financially responsible for a county

share in costs that are paid through the Behavioral Health Fund. It would be a more equitable approach to streamline the process of determining eligibility to assure it is determined consistently across the state. This streamlined process could be implemented more easily if the task of determining the county of financial responsibility and the county cost share was eliminated.

5) Legislative changes with Unfunded financial impacts to counties: Health and Human Services Perspective

Legislation continues to pass that increases county health and human services workloads with no associated funding. Counties cannot continue to absorb additional work that is legislated without staff to do the work and funding to support those staff. The continued disregard for what it takes to fulfill legislative requirements that are passed will strain counties budgets and will not meet the philosophy of the legislated changes due to lack of staff and financial resources.

Here are two examples from the last legislative session affecting HHS:

- **African American Family Preservation and Child Welfare Disproportionality Act:** This legislation passed during the 2024 legislative session with no additional funding for counties to cover the additional workload required by the legislation. While Beltrami County already performs “active efforts” for a large percentage of cases due to ICWA/MIFPA, this legislation requires additional documentation and oversight that we and most counties are not staffed to provide. This legislation will impact nearly all child protection cases in Beltrami County. This bill goes into effect 7/1/2027 so we have time to advocate for changes in the legislation or related funding in upcoming sessions.
- **Age of Criminality:** The age at which a child can enter the juvenile justice system used to be age 10 and was legislatively changed to age 13 during the 2024 session with the change going into effect 8/1/2026. This means that those youth between 10 and 13 who commit a crime will be diverted to the child protection system instead of the juvenile justice system. A placement in a correctional facility will no longer be an option, only placement in a mental health facility or a family foster care setting will be allowed. Unfortunately youth mental health placements are limited and likely a youth that has committed a substantial crime will be extremely challenging to place in foster care. There are no funds to support the added case load this will result in for county HHS agencies nor any funds to develop more facilities that would adequately serve this population.

6) Health and Human Services Systems Transformation and Modernization

Beltrami County Health and Human Services supports major state investment in systems transformation and modernization – which must include appropriate county collaboration, oversight, and guidance – to achieve efficient service delivery in health and human services. Counties rely on the state for statewide technology infrastructure in health and human services. Too many of our current statewide systems operate on antiquated technology platforms that are inefficient and burdensome for county staff. These technological shortcomings, plus cumbersome and inefficient administrative rules, and requirements, prolong administrative work and create roadblocks for county workers which compromises productivity and adds costs to counties. Even given improvements to systems like METS, the efficiency and effectiveness of the system and its lack of interconnectivity with other data and technology systems makes the work done at the county level more difficult, time-consuming, and costly. Counties need our state systems to be flexible, nimble, and responsive to our community’s

needs; significant investment and improvement in the modernization process at the state is needed. Minnesota needs to prioritize modernization projects that improve user experience and reduce the administrative burden for case workers and the people they serve. Counties need a stronger voice in modernization decisions by the state. Counties need access to their data in real time and they must have the ability to disaggregate data (break it up by county) to analyze their local performance. The state must allocate a portion of state transformation funds and enhanced federal funding to counties for local innovation efforts and to offset the county cost of implementation of new state-provided technologies. The state must also invest funds into technology enhancement projects that allow all counties to participate. When only counties that can fund projects are allowed to participate that creates inequities across the state.

7) Child Protection Opioid Response Allocation

During the 2024 legislative session the Minnesota legislature expanded the funding allocation to allow for additional projects and programs to be funded by this funding source. This reduced the funding amount available to support county social service agencies to provide prevention and child protection services to children and families who are affected by addiction. Beltrami County has some of the highest rates of drug overdose deaths in the state, was recently designated a High Intensity Drug Trafficking Area by the federal government and has almost a 10X higher rate of neonatal abstinence syndrome than the rest of the state. Families in Beltrami County need the support that has historically been provided by this funding stream to reduce disparities in the child protection system and keep children with their families whenever possible. An announced reduction of 81% after county budgets were set for 2025 is not something Beltrami County is able to accommodate. Those most affected by this funding loss will be vulnerable families and children in an area of the state that's statistics show desperately need this funding.

8) Transportation

Beltrami County supports continued transportation funding through bonding for programs including: Local Bridges, Local Road Improvements, Greater MN Transit, Safe Routes to School, Active Transportation and Local Road Wetland Replacement.

9) Solid Waste

Beltrami County supports continued comprehensive funding for managing solid waste statewide including:

- Allocating 100 percent of the Solid Waste Management Tax revenue to State and county waste management activities
- Increasing funding for SCORE Grants to counties
- Funding bonding requests for waste management projects like the 9 County Hub and Spoke Demolition Landfill Project

Beltrami County also supports the Solid Waste Administrators Association Legislative Policy Platform which includes increased product stewardship among manufacturers, retailers, and consumers with an emphasis on Extended Producer Responsibility (EPR). EPR includes producer-led programs that reduce a product's life cycle impacts from design through end-of-life management.



Meeting Date: December 3, 2024
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: Commissioners Salary Resolution

RECOMMENDATIONS: Discuss and Approve the Commissioners Salary Resolution

DEPARTMENT OF ORIGIN: Administration

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

DATE SUBMITTED: November 26, 2024

CLEARANCES: County Administrator

BUDGET IMPACT: Included in Budget

EXHIBITS: Commissioner Salary Resolution

SUMMARY STATEMENT: The Commissioner's salaries included in the resolution reflect the same increases that have been offered to all union and non-union employees. A 2025 COLA adjustment of 3% will take effect with the pay period containing January 1, 2025. This amounts to a total annual Commissioner salary of \$36,919.67 for 2025.



Meeting Date: December 3, 2024
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: Commissioners Per Diem Resolution

RECOMMENDATIONS: Discuss and Approve the Commissioners Committee List
and Per Diem Rates

DEPARTMENT OF ORIGIN: Administration

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

DATE SUBMITTED: November 26, 2024

CLEARANCES: County Administrator

BUDGET IMPACT: Included in Budget

EXHIBITS: Commissioner Committee List and Per Diem Rates Resolution

SUMMARY STATEMENT: The per diem rates included in the attached resolution are the same as they were in 2024. This list establishes eligibility for per diem reimbursement. Note: Only the committees listed on the resolution are eligible for per diem payments. If a Commissioner has accepted a committee assignment, but the committee is not included in the resolution, no per diem can be paid per M.S. 375.055.

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

DATE:

RESOLUTION #

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

**THE BOARD, BY ADOPTION OF ITS REGULAR AGENDA, APPROVED COMMISSIONER
COMMITTEE LIST & PER DIEM RATES**

WHEREAS, the various members of the Beltrami County Board of Commissioners from time to time are obligated by law, appointment, or duty to attend several functions of their office at times other than regular Board meetings, and;

WHEREAS, Minnesota Statute 375.055 provides for establishment of a schedule of per diem payment for said activities, and;

WHEREAS, the following duties, committees, or commissions are deemed as eligible committees:

Association of Minnesota Counties (including Policy Committees)
Behavioral Health Community Collaborative
Beltrami Area Service Collaborative (BASC)
Beltrami County Township Officers (BATO)
Beltrami HRA
Bemidji Regional Airport Authority Board
BICAP
Blackduck Ambulance
Blackduck EMS Joint Powers Board
Cass Lake Fire Association
ConCon/PILT Fund Committee
Ditch Committees
Fair Board
Greater Bemidji
Headwaters Regional Dev Board (HRDC)
Hope House Board
Housing Trust Fund Board of Trustees
Household Hazardous Waste
Joint Airport Zoning Board (JAZB)
Joint Powers Natural Resource Board
Kitchigami Regional Library Board
Land of the Dancing Sky AAA
Mississippi Headwaters Board
Northern Lights Library Board
Northwest Juvenile Center Board
Northwest Regional Radio Board
One Watershed/One Plan 1W1P Policy Committee – Mississippi Headwaters
One Watershed/One Plan 1W1P Policy Committee – Upper/Lower Red Lake
One Watershed/One Plan 1W1P Policy Committee – Thief River Falls

Public Transit Joint Powers Board (pending dissolution)
Polk County Incinerator Advisory Board
PrimeHealth Board
PrimeWest Health System
State Community Health Services (SCHAC) Advisory Committee

Also, any official committee or subcommittee identified as eligible for per diem at a Regular County Board Meeting, and as appointed by the County Board of Commissioners through the course of the year.

NOW, THEREFORE, BE IT RESOLVED, that members of the Beltrami County Board of Commissioners be permitted per diem payments of \$50.00 per day for half-day (3 hours or less) and \$75.00 per day for full day for attending eligible committee meetings plus mileage expense at the current County rate. Multiple meetings on the same day, at different locations, will be allowed a per diem for each meeting, not to exceed four meetings a day. This authorization is contingent on request for payment per diem and mileage being submitted within 60 days of the date of the meeting or meetings.

YES

NO

Gaasvig
Carlson
Anderson
Sumner
Gould

STATE OF MINNESOTA)
) ss.
COUNTY OF BELTRAMI)

I, Thomas H. 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 December 19, 2023 now on file in my office and have found the same to be a true and correct copy thereof.

Thomas H. Barry, County Administrator



Date: December 3, 2024
Beltrami County Commission

REGULAR MEETING AGENDA BILL

SUBJECT: 2025 Board Meeting Schedule

RECOMMENDATIONS: Approve the 2025 Board Meeting Schedule

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON:

Tom Barry, County Administrator 333-4109

DATE SUBMITTED: November 26, 2024

CLEARANCES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS: Proposed 2025 Board Meeting Schedule

SUMMARY STATEMENT:

Tentative Board Meeting dates and locations for the year 2025 are attached for review, with the understanding that meetings may change throughout the year, as directed by the Board. Also included is the Chat-About radio session schedule, the BATO meeting schedule and the Management Team meeting schedule.

The radio station as requested that the Board consider changing the Chat-About sessions to the Wednesday morning after the board meeting at 9:30 am rather than the Tuesday morning of the board meeting day.

BELTRAMI COUNTY BOARD OF COMMISSIONERS
PROPOSED 2025 MEETING SCHEDULE
AS OF: January 1, 2025 subject to change

January 7, 2025

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

January 21, 2025

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

February 4, 2025

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

February 18, 2025

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

March 4, 2025

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

March 18, 2025

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

April 1, 2025

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

April 15, 2025

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

May 6, 2025

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

May 20, 2025

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

June 3, 2025

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

June 17, 2025

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. BOARD OF APPEAL & EQUALIZATION

July 1, 2025

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

July 15, 2025

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

August 5, 2025

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

August 19, 2025

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

September 2, 2025

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

September 16, 2025

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

October 7, 2025

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

October 21, 2025

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

November 4, 2025

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

November 18, 2025

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

December 2, 2025

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 16, 2025

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

Township Officer Meeting:
Northern Town Hall
Beltrami Association of Officers (BATO)
4th Tuesday @ 6:30 pm

March 25 Tim Sumner
June 24 Joe Gould
October 28 Scott Winger

2025 Chat-About Radio Sessions:
Arrive to tape interview at 9:30 a.m.

January 7	Craig Gaasvig
January 21	Joe Gould
February 4	Scott Winger
February 18	Tim Sumner
March 4	John Carlson
March 18	Craig Gaasvig
April 1	Joe Gould
April 15	Scott Winger
May 6	Tim Sumner
May 20	John Carlson
June 3	Craig Gaasvig
June 17	Joe Gould
July 1	Scott Winger
July 15	Tim Sumner
August 5	John Carlson
August 19	Craig Gaasvig
September 2	Joe Gould
September 16	Scott Winger
October 7	Tim Sumner
October 21	John Carlson
November 4	Craig Gaasvig
November 18	Joe Gould
December 2	Scott Winger
December 16	Tim Sumner

Management Team Schedule
County Board Room
Monthly @ 8:30 am

Subject to change

January 2	Scott Winger - Orientation
January 15	Tim Sumner
February 12	John Carson
March 12	Craig Gaasvig
April 9	Joe Gould
May 14	Scott Winger
June 11	Tim Sumner
July 9	John Carson
August 13	Craig Gaasvig
September 10	Joe Gould
October 15	Scott Winger
November 12	Tim Sumner
December 10	John Carlson



**DATE: December 3, 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 26, 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

December 3, 2024

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

December 17, 2024

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

Township Officer Meeting:
Northern Town Hall
Beltrami Association of Officers (BATO)
4th Tuesday @ 6:30 pm

April 23 Craig Gaasvig
 October 22 John Carlson

2024 Chat-About Radio Sessions:
Arrive to tape interview at 9:30 a.m.

August 6	Craig Gaasvig
August 20	Joe Gould
September 3	Richard Anderson
September 17	Tom Barry
October 1	John Carlson
October 15	Craig Gaasvig
November 12	Joe Gould Tom Barry
November 19	Richard Anderson
December 3	Richard Anderson John Carlson
December 17	John Carlson 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	Tim Sumner John Carlson
October 9	John Carlson Craig Gaasvig
November 13	Craig Gaasvig Tim Sumner
December 11	Joe Gould

NOTICE OF PUBLIC HEARING
Adoption of Budget, Levy, Capital Improvement Plan and County Fee Schedule

Notice is hereby given that the Beltrami County Board of Commissioners will hold a Public Hearing on the Final 2025 Property Tax Levy, Final 2025 County Budget, the 2025 County Fee Schedule, and the 2025 Capital Improvement Plan for Beltrami County. The Public Hearing will be held on Tuesday, December 3, 2024 at 6:00 pm

A complete copy of the Budget and Levy, Fee Schedule and Capital Improvement Plan are available for public review in the County Administrator's Office, Second Floor, Beltrami County Administration Building, 701 Minnesota Ave NW, Bemidji, MN 56601 or may be seen on the Beltrami County website: www.co.beltrami.mn.us.

Dated this day, November 20, 2024
Tom Barry, County Administrator



Date: December 3, 2024
Beltrami County Commission

BUDGET MEETING AGENDA BILL

SUBJECT: FY 2025 Final Property Tax Levy

RECOMMENDATIONS: Adopt the Resolution for the 2025 Final Levy

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON:

Tom Barry, County Administrator	333-4109
JoDee Treat, Auditor/Treasurer	333-4175

DATE SUBMITTED: November 26, 2024

CLEARANCES: Auditor/Treasurer and Administrator

BUDGET IMPACT: \$2,433,763

ATTACHMENTS:

- 1) 2025 Property Tax Levy Resolution

SUMMARY STATEMENT:

A driving goal for the development of the 2025 Budget was to confine Property Tax Levy growth, despite continued inflationary and economic pressures. The majority of growth in the Levy is attributable to: 1) increases in Jail Operating expenses (medical and food contracts, out of county housing and transport costs), 2) contracted staffing increases and insurance rates, and 3) an imbalance in the HHS Budget. The various drivers add up to most of the needed increase in levy of about \$2.4M. This dollar amount accounts for the entire increase in levy of 7.88%.

2025 Proposed Levy

2025 Proposed Levy				
	2024	2025	\$ Change	% Change
Regular Levies (Operations)				
Revenue Fund	18,436,943	19,727,900	1,290,957	7.00%
Human Services	8,413,234	9,509,970	1,096,736	13.04%
Road & Bridge	2,954,761	3,004,457	49,696	1.68%
	29,804,938	32,242,327	2,437,389	8.18%
Debt Service Levies:				
Jail Debt Service	380,613	373,437	(7,176)	-1.89%
Judicial Center Debt Service	686,400	689,950	3,550	0.52%
	1,067,013	1,063,387	(3,626)	-0.34%
	\$30,871,951	\$33,305,714	\$2,433,763	7.88%



Date: December 3, 2024
Beltrami County Commission

BUDGET MEETING AGENDA BILL

SUBJECT: FY 2025 Budget

RECOMMENDATIONS: Adopt the FY 2025 Budget and Expenditure Resolution of \$118,139,910

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON:

Tom Barry, County Administrator	333-4109
JoDee Treat, Auditor/Treasurer	333-4175

DATE SUBMITTED: November 26, 2024

CLEARANCES: Auditor/Treasurer and Administrator

BUDGET IMPACT: \$118,139,910

ATTACHMENTS:

- 1) 2025 Expenditure Budget Resolution

SUMMARY STATEMENT:

The County Board is required to formally adopt an expenditure budget for 2025. The expenditures are the drivers in the services that the County is able to provide.

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

DATE: 12-3-3034

RESOLUTION #

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

**THE BOARD, BY ADOPTION OF ITS BUDGET AGENDA, APPROVED RESOLUTION TO ESTABLISH THE
2025 EXPENDITURE BUDGET**

BE IT RESOLVED, that the Beltrami County Board of Commissioners do hereby approve the 2025 County Expenditure Budget in the amount of \$118,139,910

	2024 Budget	2025 Budget
Expenditures		
General Government	19,128,248	20,560,167
Public Safety	17,187,169	17,401,630
Highway & Streets	20,918,965	27,818,027
Sanitation	6,675,310	8,138,632
Human Services	33,823,618	34,511,712
Health	1,734,060	2,027,247
Culture & Recreation	1,076,893	1,081,673
Conservation	1,768,851	1,772,264
Economic Development	352,026	245,671
Capital Outlay	280,000	733,000
Debt Service	1,339,763	3,849,887
Total Expenditures	104,284,903	118,139,910

YES

NO

Gaasvig
Gould
Anderson
Sumner
Carlson

STATE OF MINNESOTA)
) ss.
COUNTY OF BELTRAMI)

I, Thomas H. 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 December 3, 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



Date: December 3, 2024
Beltrami County Commission

BUDGET MEETING AGENDA BILL

SUBJECT: 2025 Fee Schedule

RECOMMENDATIONS: Adopt the 2025 Fee Schedule as Proposed

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON:

Tom Barry, County Administrator 333-4109

DATE SUBMITTED: November 26, 2024

CLEARANCES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS: Proposed 2025 County Fee Schedule

SUMMARY STATEMENT:

The proposed Fee Schedule was reviewed by department heads and several proposed changes were made. The proposed fee schedule is attached.



BELTRAMI COUNTY

2025 PROPOSED Fee Schedule

Adopted:

GENERAL ADMINISTRATIVE FEES & CHARGES (Unless Higher Fee is Approved for Department)

	Current Fee	Proposed change
Photocopying (County business)	5 pages or less: no charge Over 5 pages: \$0.25/page	
Photocopying (Non-County business)	\$3.00 plus \$0.25/page	
Photocopying (Archive Book copy fee)	\$5.00/page	
Fax (County business)	25 pages or less: no charge Over 25 pages: \$0.25/page	
Fax (Non-County business)	\$3.00 plus \$0.25/page	
Notary Fee	\$2.00	
NSF Fee	\$30.00	
General Research & Computer Generated List Fees		(Not otherwise addressed in Departmental Fee Schedules)
Base Research Rate/Public Data Request	\$50/hour (1 hr minimum)	
Personnel Time	Hourly Rate plus Benefits	
• 10 pages or under	\$10.00	
• 11 to 100 pages	\$25.00	
• Additional pages	\$0.02/page	
Computer Time	\$0.00	
Supplies: Computer Paper	\$0.02/page	
Computer Disks	\$2.00/disk	
Copies	\$0.25/copy if over 5 Pages	
Labels	\$0.02/label	
Shipping	Actual Cost to Send Results	
Property Management Portal	Subscription Fee	
Property and Tax Records Fees	\$50.00/month (3 month minimum) No transaction fee	
County Administration Building Meeting Room Reservation	\$50.00	
Solid Waste Service Fee	Current Fee	
Residential	\$171.00/year	\$176.00/year
Seasonal	75% of residential/year	
Low income/disabled rate if application approved	50% of residential/year	
Out of County MSW	\$171.00/ton	185.00/ton
C & D (Demolition Landfill)	\$17.00/yard	\$18.00/yard

C & D (Demolition Landfill w/o solid waste ID/Fee)	\$38.00	\$40.00
Demo-Clean Shingles (Demo Landfill)	\$10.00/yard \$15/Non-resident	
Stumps (Landfill)	\$5.00/yard	
Non-Resident/Commercial Tree Debris	\$5.00/yard	
Crushed Concrete (when available at the Demo Landfill)	\$23.00/cubic yard	
C & D (Blackduck & Bemidji Transfer Stations)	\$20.00/yard	
Furniture, bypass & treated wood	\$20.00/yard \$171.00/ton	\$178.00/ton
Shredding	\$25.00 min \$75.00/cart	
Commercial self haul license	\$10.00/year	
Bemidji & Blackduck Commercial self haul MSW w/License	Tier System See Attachment A	
Commercial Hauler License	\$200.00/year Late fee \$25.00	
Certified Scale Weight	\$5.00/each	
E-Bike batteries	\$25.00/each	
Commercial Disposal Fee		
Appliances	\$30.00/each	
Compost	\$45/ton	
Electronics	\$0.60/lb	
Tires	\$3.75/passenger \$17.50/semi \$375.00/ton Commercial/Ag Off Road Tires \$475.00/ton	\$4.50/passenger \$19.00/semi \$450.00/ton \$500.00/ton
Commercial Oil filter	\$5.00/lb	
Lamps (Neon/UV/LED,HID)	Current State Contract price	
Fluorescent tubes	\$0.25/each/4 ft \$0.50/each More than 4 ft	
Ballasts	\$1.50/lb	
Administrative Fees		
Sorting/Clean-up Fee	\$100.00/hr	with ½ hr minimum
NSF Fee	\$30.00	
Late Payment Fee	1.5%/month after 30 days	
Min. Remote Transfer Site Clean-up Fee	\$250.00	
Haul Rate	\$2.56/mile	

AUDITOR/TREASURER FEES

Licenses:	Current Fee	Proposed change
Ordination Filing Fee	\$35.00	
Duplicate Marriage License	\$25.00	
Marriage Certificate Amendment	\$20.00	\$40.00
Marriage Ceremony		\$50.00
Fireworks Permit	\$25.00	
Pawn/Second Hand Goods		
• Pawn/Second Hand Goods License	\$75.00	
• Pawn – Manually Entered Monthly	\$3 per transaction \$100 minimum	
• New Applicant Investigation Fee	In State maximum \$500.00 Out of State maximum \$10,000.00	
• Renewal Investigation Fee	\$60.00	
Cannabis Registration	Initial \$500.00 or 50% of license fee, whichever is less	
Cannabis Registration Renewal	\$1,000.00 or 50% of license fee, whichever is less	
Cigarette License	\$100.00	
Cigarette License Transfer Fee	\$25.00	
Transient Merchant	\$150.00	
Transient Merchant Late Application Fee	\$25.00 additional	
Auctioneer License	\$20.00	
Liquor Licenses		
• On Sale	\$1,250.00**	
• On Sale near Bemidji	\$2,000.00**	
• Off Sale	\$500.00**	
• Sunday Sale	\$200.00	
• Seasonal	75% of License Fee	
• Northern & Turtle Lake Township	Plus 20%	
• Set-up (Club Licenses)	State \$250.00 County \$100.00	
• Wine/Strong Beer	\$300.00	
• New Investigation Fee In State	minimum \$100.00 maximum \$500.00	
• New Investigation Fee Out of State	Actual Cost up to \$5,000.00	
• Renewal Investigation Fee	\$60.00	
• Duplicate Display License Fee	\$10.00	
• Late Application Fee	Up to \$100.00	
• Temporary License	\$75.00	
**Prorated per month after January		
Beer Licenses		
• On Sale	\$75.00	
• Off Sale	\$25.00	
• Combination On/Off	\$100.00	
• Late Application Fee	\$20.00	
• Temporary Beer – On Sale	\$25.00	
• Investigation Fee	Same as Liquor License Fees	

Service	Current Fee
Base Research Rate	\$50.00/hr
Registered Voter Certification	\$5.00
Passport Photo	\$15.00
• Each Additional	\$5.00
Driver's License Manual	\$7.00
Motorcycle Manual	\$7.00
Commercial Driver's License Manual	\$15.00
Certified Bonding Information Request	\$100.00
Certified 10 Largest Taxpayer List	\$100.00
Certified Audit Reports	\$50.00
Delinquent Tax List	\$50.00
Bulk Tax Roll	\$0.05/parcel
Refunds of Overpayment	Any amount over \$10
Bail Bond Accounting Fee	\$25.00
Unclaimed Property/Missing Heir Report	\$25.00
Tax Abatement	\$25.00
Escrow Annual Fee	\$5.00/parcel
Escrow Annual Fee – Local Bank	\$3.00/parcel
Escrow Noncompliant Submission	\$25.00
Escrow Refund/Correction Fee	\$25.00
Escrow Out of Balance Research Fee	\$50.00/hour
Special Assessment Delinquent Solid Wste	\$25/parcel
Special Assessment Initial Fee	\$100.00
Special Assessment Maintenance Fee (10+ parcels)	\$50.00 Plus \$1.00/parcel
Special Assessment Maintenance Fee (Less than 10 parcels)	\$1.00/parcel
Special Assessment Abatement/Adjustment	\$25/1-10 parcels \$50/11-25 parcels \$100/26+ parcels
TIF Initial Fee	\$400.00
TIF Maintenance Fee (10+ parcels)	\$250.00
Confession of Judgment Fee	\$100.00
Repurchase Application Fee	\$100.00
Delinquent Tax Publication Fee	\$25.00
Forfeiture Auditor Treasurer Fee	\$100.00
Forfeiture Sheriff Service	\$60.00
Forfeiture Eviction Attorney Fee	\$50.00
Forfeiture Eviction Court Filing	\$250.00
Forfeiture Eviction Writ Fee	\$40.00
Supplemental Certificate	\$100.00/plus recording fee

COUNTY ASSESSOR

Service	Current Fee
Manual Split of Taxes	\$20.00
New Parcel Set-up	\$10.00/parcel
Assessment Fee for townships per parcel	Adjusted based on COLA
Bulk Assessment Roll	\$0.05/parcel

COUNTY RECORDER & REGISTRAR OF TITLES

Service	Current Fee
Plat Fee (copy or email)	\$10.00
Mail/E-mail Request Fee	\$5.00 plus \$1.00/page
Partial Plat Photocopy Fee	\$5.00
Report Fee	\$100.00/month all docs or \$20.00/month per doc type
Refunds of Overpayment	Any amount over \$10.00
Deposit of Papers (MS 600.23)	\$200.00/year
Certified Mail	\$5.00 or Actual Cost
Recorder Fax Fee	\$5.00 plus \$1.00/page
Copy Charge from Books	\$5.00 per copy
CIC Document Review for other governing agencies	\$100.00
Electronic Bulk Images	\$0.20/image

NATURAL RESOURCE MANAGEMENT

Service	Current Fee
Agricultural Leases	\$26.75/acre
Balsam Bough Permit	\$50.00
Easements	Land value and timber value within easement, plus recording fee Application fee \$250.00
Land Exchange	Application fee: \$250.00
Maple Syrup Permit	\$25.00 per requested area
Salvage Permit	\$25.00
Sand and Gravel Permit	Township \$1.50/cubic yard includes \$0.10 per cubic yard reclamation fee County Highway Dept \$1.00/cubic yard includes \$0.10 per cubic yard reclamation fee Natural Resource Management \$0.10 per cubic yard reclamation fee
Movil Maze Shelter	\$75.00/day \$100/Damage deposit

Three Island Park Shelter	\$60.00/day \$100/ Damage deposit Plus \$25/day for additional space for tents, etc.
Timber Stumpage Base Rates	Set Annually by Department
Timber Trespass (M.S. 90.301)	Double Stumpage (casual & involuntary) Triple Stumpage (willful)
Harvest Extension (1-year when authorized)	10% of un-cut balance (based on bid price)
Overrun Accounts (Logger harvests more timber than was estimated and paid for)	Timber Overrun Payment due 30 days from date of overrun – 10% annual interest for overruns exceeding 30 days
Timber Sale Down Payment	15% of appraised value day of auction sale. Balance of 15% “bid- up” value due with 15 days of sale date.
Special Use Leases	Reviewed individually and set by County Board
Recreation Map	\$4.00
Plans (free on website)	
• Forest Management Plan	\$10.00/copy
• Recreation Trails Plan	\$10.00/copy
• Park Plan	\$10.00/copy
Timber Sale Permits/maps (free on website)	
• Responsible Operators	Free
• Other interested parties	\$3.00/copy
ENVIRONMENTAL SERVICES	
Service	Current Fee Proposed Change
Building Permit Fee (Commercial or Residential)	\$125/Minimum \$150/Minimum
Accessory Buildings	\$0.38/sf (footprint) \$0.39/sf
Decks	\$0.27/sf \$0.28/sf
Fences	\$75.00 \$80.00
Violations – Work Without Required Permits	Regular fee plus administrative fee (minimum 2 hours) \$75.00 \$80.00
Sanitary Sewer Permits (New)	\$200.00 \$225.00
Sanitary Sewer Permits (Repair)	\$150.00 \$175.00
Sanitary Permit Privy	\$50.00 \$100.00
Sanitary Permit for Holding Tank	\$250.00 \$300.00
Soils Verification	\$100.00 \$125.00
Administrative Fee	\$60.00/hr \$65.00/hr
Commercial Sanitary Sewer Permit	
Small (0-999GPD)	\$300.00 \$325.00
Medium (1,000-2,499 GPD)	\$450.00 \$475.00
Large (2,500-9,999 GPD)	\$600.00 \$625.00
Variance Application	\$550.00 \$600.00

After the fact Application Variance Recording Fee	Double application fee \$46.00	
<hr/>		
Shoreland Alteration		
• Shoreland Alteration Permit	\$125.00	
Conditional Use Permit	\$550.00	\$600.00
Recording Fee	\$46.00	
Plats (including PUD & CIP)	\$450.00 plus \$50.00 per lot	\$600.00
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Division		
Preliminary Request	\$50.00 per parcel	
Approved Division	\$75.00 per parcel	
Public Gathering Permit (plus actual costs if they exceed permit fee)	Tier 1: \$1,000 Tier 2: \$2,500 Tier 3: \$5,000	
<hr/>		
Wetland Service Fees		
Completed Combined WCA Project Application	\$300 (\$900 if application issued after the fact)	
Exemption Certificate	\$20.00	\$40.00
Wetland Onsite Replacement	\$300.00	\$500.00
Appeal on Wetland Decision	\$500.00	
Wetland Bank Concept Plan Review Part A	\$300.00	
Wetland Bank Full Application	\$1200.00 (Additional hours over 20, \$60.00/hr)	\$1300.00 \$65.00/hr

HIGHWAY DEPARTMENT

Service	Current Fee	Proposed change
Equipment Rental Cost Schedule (Intergovernmental Only)	Motor grader blading/plowing \$180/hr Tandem truck plowing \$180/hr Mowing \$135/hr Steaming Culverts \$160/hr Other Equipment Internal Equipment Rate +Operator Labor Rate Patching/Crack Filling \$180.00/hr Plus Materials	
Labor (Intergovernmental Only)	Employee Labor Rate Plus Labor Benefit Additive	
Materials (Intergovernmental Only)	Salt & Sand Culverts, Aprons, Bands Blades, Cutting Edges Set Monthly by Dept. plus 8% handling & Admin Fee	
Mail Box Support, includes installation	On County Roads No Charge Off County Roads \$200.00	\$225.00

Specific Service Sign	\$300/each	
Adopt-a-Highway Sign	\$0.00	
		Proposed change
Right-of-Way Management Fees	Current Fee	
Registration Fee	\$0	
Excavation/Obstruction/Utility Permit Fee	\$100 up to 1 mile \$50 each additional mile	
Construction Performance Bond	\$100,000 for utility companies \$1,500 Commercial \$500 Residential	
Permit Extension Fee	\$0	
Delay Penalty	\$500.00/day plus any damages charged by the construction contractor and including any liquidated damages consistent with the contract	
Work done without Permit Fee	\$1000.00 plus costs to correct damages (both excavation & obstruction fees will be considered to be \$500 for this item)	
	Municipalities of Beltrami County must register but shall be exempt from fees	
Entrance Permit	\$100 Residential Plus \$500 construction performance deposit \$250 Commercial Plus \$1,500 construction performance deposit	\$150.00
Moving Permit	\$25/oversize single trip w/legal axel weight \$200/annual oversize up to 14' H x 14.5' W x 95" L/legal axel weight \$50/single trip overweight Plus \$500 each bridge load rating review \$300/annual for 6 axel 90,000 construction materials & raw agricultural products \$500/annual for 7 axel 97,000 construction materials & raw agricultural products	
Special Event Permit	\$0 Government Sponsored \$100 Private/Non- Govt Sponsored	

SHERIFF'S OFFICE

Service	Current Fee
Notice of Intent to Redeem	\$100.00
Dangerous Dog	\$100.00
Civil Service, plus mileage	\$60.00
• Duplicate certificate of service	\$10.00/each
Mileage Rate, based on round trip	Current IRS Rate, minimum fee \$10
Collections after Execution	8% of amount collected
Filing Fee	\$46.00
Sale Notices, posting three times	\$70.00
Legal Not Found, plus mileage	\$60.00
Securing Property in Replevin, Attachment or Execution, Escorts, Court Orders, Private Events	\$60.00 per document served plus (2) Deputy's time (2 hour min) plus mileage
Sheriff's Sale, per sale held	\$60.00
Certificate of Sale	\$50.00
Redemption of Property	\$250.00 (\$50.00 non-refundable)
Levy	\$50.00
Writ of Execution Deposit in Advance of Service	\$120.00 Additional funds may be needed
Deputy Time Based on Overtime Plus Benefits plus County Squad Costs	\$100.00/hr (2 hr minimum)
Lockout (remove evicted party) Based on Deputy Time (up to 2 Deputies)	\$100.00/hr/each Deputy (2 hr minimum) Plus mileage
Background Checks	\$5.00 per check
Handgun Permit	
• New Permit	\$100.00
• Renewal(up to 90 days before expire) (within 30/days after expire)	\$75.00 \$85.00
(31 days after expire)	\$100.00
• Gun Transferee Permit	N/C
• Replace lost or stolen permit	\$10.00
Intake of Firearms – Domestic violence & court ordered	\$26/firearm (due immediately) thereafter \$26/month/firearm. 90 days w/0 payment, weapon is considered abandoned
Explosives Permit for Govt entity or Contractor for Govt entity	\$0.00
Explosives Permit for Non-Govt entity	\$15.00
To Members of the public: Copies, photographs, video, audio, data on CD or DVD, data stored electronically	Actual Cost
	Actual Cost includes search & retrieval (research fee), printing costs, employee time to print/copy or transfer and cost of CD, DVD or jump drive

To Data Subject: Copies, photographs, video, audio, data on CD or DVD, data stored electronically	Actual Cost
	Actual Cost no matter how many copies & includes employee time to make copy (includes paper or copy to electronic medium), cost of storage medium, no charge for search and retrieval
Employee time (search & retrieval)	\$28.00/hour
	Billed at the rate of the lowest paid employee able to complete the task \$33.00-88.00/hr
(transcription)	\$35.00/hour
Boat & Water Permit Admin Fees	
• Swim raft or object that constitutes a hazard to navigation	\$10.00/2 yrs
• Races, competitions & Exhibitions	\$20.00/event N/C for non-profits
Fingerprinting	\$25.00
• Duplicate copies (2)	\$5.00
Forfeited Vehicle Storage Fees	\$50/first 24 hrs \$10/day thereafter Plus actual towing expense
Immobilization Removal	\$5,000.00
Security Video Research & Recording	\$50/hr to research, retrieve & save to usb thumb drive \$13/per drive

JAIL

Service	Current Fee
Booking Fee	\$25.00
Portable Breath Test (PBT)	\$10.00
Huber Work Release Fee	\$20.00
Medical Co-Pay/Doctor/Nurse visit	\$5.00 nurse/\$10.00/doctor
Prescription Service Fee	Actual cost of prescription
OTC Medications	\$1.00
Electronic Monitoring	\$15.00-\$17.00/day
Drug Testing Fee –	\$5.00 for subsequent test, \$25.00 for appeals/requests to send to Medtox for testing
Out of County – Court Ordered Drug Test	\$25.00
Research, copying & other related expenses	See Sheriff Fees

GIS

Service	Current Fee
Special Requests & Technical Services	\$60.00/hour
County Surveyor Plat Checking Fee	\$80.00/hour
Labels	\$1.00/sheet
Data written to CD-R/DVD-R	\$5.00/disc

911/Addressing Fees

Locatable Address Application Fee	\$100.00
Noncompliant Address Assessment Fee (individuals who do not follow application process to obtain an address)	\$100.00 if paid by end of current tax year, after that \$200.00/time and certified to property taxes to ensure payment
911 Assessment Fee	\$10.00/year

Maps

Aerial Photo/GIS Map- 8-1/2"x11"	Property Owner: First Copy Free Add'l = \$1.00/each Non-Property Owner = \$1.00/each
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Aerial Photo/GIS Map 11"x17"	Property Owner: First Copy Free Add'l = \$2.00/each Non-Property Owner= \$2.00/each
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Large Format Aerial Photo/GIS Map (larger than 11"x17")	\$10.00/each
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County Highway Maps

County Highway Map	\$4.00/each (includes tax)
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Plat Books

Plat Book, printed	\$40.00/each (includes tax)
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PDF on CD	\$20/each (includes tax)
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Plat Book and CD combo	\$45.00/each (includes tax)
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Plat Book, Individual Township or City	\$5.00/each (includes tax)
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Plat Book, Resale	\$30/each (no tax)
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Plat Book, Mail Order	Postage varies based on current USPS rate
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Plat Book Advertising:

Outside Back Cover Full Page (7.5" x 10")	\$500.00
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Outside Back Cover Half Page (7.5" x 5")	\$375.00
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Inside Cover Full Page (7.5" x 10")	\$400.00/ad
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Inside Cover Half Page (7.5" x 5")	\$300.00/ad
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Inside Full Page (7.5" x 10")	\$300.00/ad
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Inside Half Page (7.5" x 5")	\$200.00/ad
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Inside Business Card (3.5" x 2")	\$100.00/ad
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HEALTH & HUMAN SERVICES

	Current Fee	Proposed change
Out of Home Placement Fee	Varies According to Approved Dept Fee Policy	
Chemical Health Assessments	\$200.00	
Data requests from data subject – copies, photographs, videos, audio, data on electronic storage		Actual cost no matter how many copies including electronic storage device
Search and Retrieval		Employee time \$28.00/hour
Detoxification Services	\$0 to 100% Full Cost of Service, Dependent on Income & Assets	
Child Care Licensing Fees	\$50.00-100.00 Dependent upon whether it is an initial license or a renewal	
Child Care Background Study Fees	\$25.00 per person, up to a maximum of \$100.00 per year	\$44.00 per person, no maximum
Child Care Provider Change of Premises Inspection Fee	\$150.00	
Guardianship Fees		The lesser of 5% of monthly income or \$100/month
Mental Health Service Fees	\$0 to 100% Full Cost of Service, Dependent on Income & Assets	
Representative Payee Fees	Up to Maximum Allowed by Social Security Association	
Corporate Child & Adult Foster Care Licensing Inspection Fees	Actual cost of inspection, not to exceed \$250.00 annually	
Health & Human Services - Nursing Service Fees		
Flu Vaccination	\$22.00	
Child VFC/	\$10.00	
Adult UUA	\$15.00	
Mantoux	\$15.00	\$15.00/Adult \$10.00/Child
Child & Teen Checkups Sliding Fee	\$80.00	
Hair Follicle 5-panel	\$125.00	
Hair Follicle 30/60/90	\$225.00	
Paper copies/page	\$0.25	



Date: December 3, 2024
Beltrami County Commission
Public Hearing Agenda

AGENDA BILL

SUBJECT: County 5-Year Transportation Improvement Plan

RECOMMENDATIONS: Receive public comments, review, and approve TIP

DEPARTMENT OF ORIGIN: Highway

CONTACT PERSON (Name and Phone Number): Bruce Hasbargen, County Engineer
333-8180

DATE SUBMITTED: November 25, 2024

CLEARANCES: None

EXHIBIT: 5-Year Plan spreadsheet

Color Key

No Color = no change

Yellow = new project

Orange = Year change (original year listed in notes)

Gray = project is on current Local Option Sales Tax list

BUDGET IMPACT: N/A

SUMMARY STATEMENT:

The proposed 5-Year Transportation Improvement Plan was shared with the County Board in June. The County Board also conducted a road tour in October reviewing past, future and proposed projects.

Changes from the Plan approved in 2023 are noted using the color key listed above.

Additional notes:

The pedestrian/bicycle bridge project on CSAH 39 in 2025 is still be developed and will most likely need to be postponed until 2026.

The project on CSAH 20 in 2025 most likely will start in 2025 with most of the construction occurring in 2026.

BELTRAMI COUNTY 5 YEAR TRANSPORTATION IMPROVEMENT PLAN

FISCAL YEAR	RD NO	LOCATION	TYPE OF PROJECT	PROJECT NUMBER	PROJECT COST	ADDITIONAL COSTS (OVERBURNS, R/W, ETC)	TOTAL PROJECT COST	FUNDING SOURCE					TOTAL PROJECT COST	NOTES		
								FEDERAL	STATE AID REGULAR	STATE AID MATCH	OTHER STATE	COUNTY BILT LOCAL			COUNTY SALES TAX	TWP BRIDGE
20	CSAH 110 CR 414	7.5 Reconstruction		625-011	\$ 3,000,000	\$ 500,000	\$ 3,500,000	\$ 600,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
21	3 mi S of CSAH 17 over Mainmap	New Ped. Bike Bridge		660-002	\$ 660,000	\$ 140,000	\$ 800,000	\$ 600,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
22	CSAH 17 to CSAH 20	6.6 Thin Overlay		607-024	\$ 900,000	\$ 50,000	\$ 950,000	\$ 950,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
23	CSAH 19 and CSAH 24	4.1 Resurfacing		627-005	\$ 7,675,000	\$ 49,000	\$ 7,724,000	\$ 7,724,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
24	to Transition to TH 71 to CSAH 23	1.6 Resurfacing		629-005	\$ 1,550,000	\$ 50,000	\$ 1,600,000	\$ 1,600,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
25	to Transition to TH 71	0.3 Resurfacing		634-003	\$ 175,000	\$ 25,000	\$ 200,000	\$ 200,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
26	to Transition to TH 71	2.6 Resurfacing		634-006	\$ 1,850,000	\$ 50,000	\$ 1,900,000	\$ 1,900,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
27	TH 71 to CSAH 12	0.4 Reconstruction		307-023	\$ 400,000	\$ 50,000	\$ 450,000	\$ 450,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
28	CSAH 14 to 0.4 miles east			605-006	\$ 600,000	\$ 50,000	\$ 650,000	\$ 650,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
29	US 2 to CSAH 22	1.9 Mill and Overlay		615-023	\$ 1,800,000	\$ 69,000	\$ 1,869,000	\$ 1,869,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
30	Transition to TH 71	5.2 Thick Overlay		070-010	\$ 50,000	\$ 10,000	\$ 60,000	\$ 60,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
31	ISIP CSAH 7 and CSAH 22	Centerline numbers		070-016	\$ 40,000	\$ 5,000	\$ 45,000	\$ 45,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
32	ISIP CSAH 12 and CSAH 50	Centerline numbers		070-044	\$ 180,000	\$ 11,000	\$ 191,000	\$ 191,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
33	ISIP Prairie Wide edge striping			697-025	\$ 710,000	\$ 90,000	\$ 800,000	\$ 800,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
34	Transition to TH 71	0.4 miles east		800-002	\$ 250,000	\$ 250,000	\$ 500,000	\$ 500,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
35	ISIP Action Plan			2,050,000	\$ 50,000	\$ 3,000,000	\$ 3,050,000	\$ 3,050,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
36	Seal Coating			350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
37	Gravel road maintenance and improvement program			650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
38	Gravel road stabilization and dust control program			18,650,000	\$ 1,190,000	\$ 19,840,000	\$ 19,840,000	\$ 19,840,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
				TOTAL												
				BALANCE AVAILABLE												
21	CSAH 15 to TH 71	7.1 Graveling and Base		625-027	\$ 6,000,000	\$ 510,000	\$ 6,510,000	\$ 6,510,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
22	CSAH 12 to TH 71	7.1 Resurfacing		750-000	\$ 750,000	\$ 50,000	\$ 800,000	\$ 800,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
				Bridge Replacement												
23	ISIP CSAH 12 and CSAH 18	6' ground in wet reflective edge line		070-041	\$ 30,000	\$ 15,000	\$ 45,000	\$ 45,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
24	ISIP CSAH 19 and CSAH 24	6' ground in wet reflective edge line		070-047	\$ 49,000	\$ 11,000	\$ 60,000	\$ 60,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
25	ISIP Division Wide edge striping			070-045	\$ 136,000	\$ 14,000	\$ 150,000	\$ 150,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
26	ISIP County Wide	Multiple Disputes		070-050	\$ 180,000	\$ 20,000	\$ 200,000	\$ 200,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
				Seal Coating												
27	Gravel road maintenance and improvement program			1,950,000	\$ 50,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
28	Gravel road stabilization and dust control program			350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
				TOTAL												
				BALANCE AVAILABLE												

FISCAL YEAR	RD NO	LOCATION	TYPE OF PROJECT	PROJECT NUMBER	PROJECT COST	ADDITIONAL COSTS (OVERBURNS, R/W, ETC)	TOTAL PROJECT COST	FUNDING SOURCE					TOTAL PROJECT COST	NOTES		
								FEDERAL	STATE AID REGULAR	STATE AID MATCH	OTHER STATE	COUNTY BILT LOCAL			COUNTY SALES TAX	TWP BRIDGE
20	CSAH 110 CR 414	7.5 Reconstruction		625-011	\$ 3,000,000	\$ 500,000	\$ 3,500,000	\$ 600,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
21	3 mi S of CSAH 17 over Mainmap	New Ped. Bike Bridge		660-002	\$ 660,000	\$ 140,000	\$ 800,000	\$ 600,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
22	CSAH 17 to CSAH 20	6.6 Thin Overlay		607-024	\$ 900,000	\$ 50,000	\$ 950,000	\$ 950,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
23	CSAH 19 and CSAH 24	4.1 Resurfacing		627-005	\$ 7,675,000	\$ 49,000	\$ 7,724,000	\$ 7,724,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
24	to Transition to TH 71 to CSAH 23	1.6 Resurfacing		629-005	\$ 1,550,000	\$ 50,000	\$ 1,600,000	\$ 1,600,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
25	to Transition to TH 71	0.3 Resurfacing		634-003	\$ 175,000	\$ 25,000	\$ 200,000	\$ 200,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
26	to Transition to TH 71	2.6 Resurfacing		634-006	\$ 1,850,000	\$ 50,000	\$ 1,900,000	\$ 1,900,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
27	TH 71 to CSAH 12	0.4 Reconstruction		307-023	\$ 400,000	\$ 50,000	\$ 450,000	\$ 450,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
28	CSAH 14 to 0.4 miles east			605-006	\$ 600,000	\$ 50,000	\$ 650,000	\$ 650,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
29	US 2 to CSAH 22	1.9 Mill and Overlay		615-023	\$ 1,800,000	\$ 69,000	\$ 1,869,000	\$ 1,869,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
30	Transition to TH 71	5.2 Thick Overlay		070-010	\$ 50,000	\$ 10,000	\$ 60,000	\$ 60,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
31	ISIP CSAH 7 and CSAH 22	Centerline numbers		070-016	\$ 40,000	\$ 5,000	\$ 45,000	\$ 45,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
32	ISIP CSAH 12 and CSAH 50	Centerline numbers		070-044	\$ 180,000	\$ 11,000	\$ 191,000	\$ 191,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
33	ISIP Prairie Wide edge striping			697-025	\$ 710,000	\$ 90,000	\$ 800,000	\$ 800,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
34	Transition to TH 71	0.4 miles east		800-002	\$ 250,000	\$ 250,000	\$ 500,000	\$ 500,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
35	ISIP Action Plan			2,050,000	\$ 50,000	\$ 3,000,000	\$ 3,050,000	\$ 3,050,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
36	Seal Coating			350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
37	Gravel road maintenance and improvement program			650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
38	Gravel road stabilization and dust control program			18,650,000	\$ 1,190,000	\$ 19,840,000	\$ 19,840,000	\$ 19,840,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
				TOTAL												
				BALANCE AVAILABLE												
21	CSAH 15 to TH 71	7.1 Graveling and Base		625-027	\$ 6,000,000	\$ 510,000	\$ 6,510,000	\$ 6,510,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
22	CSAH 12 to TH 71	7.1 Resurfacing		750-000	\$ 750,000	\$ 50,000	\$ 800,000	\$ 800,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 900,000	\$ 1,237,393	\$ 4,700,000	\$ 62,187	
				Bridge Replacement												
23	ISIP CSAH 12 and CSAH 18	6' ground in wet reflective edge line		070-041	\$ 30,000	\$ 15,000	\$ 45,000	\$ 45,000	\$ 6,000,000	\$ 4,372,753	\$ 820,183	\$ 90				

BELTRAMI COUNTY 5 YEAR TRANSPORTATION IMPROVEMENT PLAN

CONST. YR.	RD. NO.	LOCATION	MILEAGE	TYPE OF PROJECT	PROJECT NUMBER	PROJECT COST	ADDITIONAL COSTS (OVERBILLS, R.V. EXG.)	TOTAL PROJECT COST	FUNDING SOURCE							TOTAL PROJECT COST	NOTES			
									FEDERAL	STATE AID REGULAR	STATE AID MENT	OTHER STATE	COUNTY PILT LOCAL	COUNTY LOCAL	COUNTY SALES TAX			TWP BRIDGE	OTHER	
		SDP			632-027	\$ 4,300,000	\$ 100,000	\$ 4,400,000	\$ 2,500,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000	\$ -	\$ -	\$ 4,400,000	
		SDP				\$ 3,000,000	\$ 500,000	\$ 3,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 3,500,000	
		16 CSAH 7 to CSAH 14	5.5	Resurfacing	616-005	\$ 2,500,000	\$ 50,000	\$ 2,550,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ -	\$ 2,550,000	
		HSIP District Wide edge striping				\$ 342,000	\$ 8,000	\$ 350,000	\$ 307,000	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	216 miles - LOTV handling
		Seal Coating				\$ 1,970,000	\$ 50,000	\$ 2,000,000	\$ -	\$ 1,975,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	59 miles
		Gravel road maintenance and improvement program				\$ 350,000	\$ 350,000	\$ 700,000	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	
		Gravel road stabilization and dust control program				\$ 550,000	\$ -	\$ 550,000	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000	CSAU maintenance
		TOTAL				\$ 12,693,000	\$ 708,000	\$ 13,401,000	\$ 2,807,000	\$ 4,648,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -	\$ 13,401,000	
		BALANCE ALLOCATION AVAILABLE				\$ 6,668,877	\$ 820,183	\$ 7,489,060	\$ 125,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,691,381	\$ (717,813)	\$ -	\$ 6,771,247	**transfers from main to regular
		20 TH 49 to CSAH 31	17.7	mill and overlay		\$ 4,000,000	\$ 100,000	\$ 4,100,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 4,100,000	
		13 CSAH 36 to CSAH 52	7.7	Resurfacing		\$ 2,700,000	\$ 50,000	\$ 2,750,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700,000	\$ -	\$ -	\$ 2,750,000	
		56 So. Co. line to So. Co. line	3.1	resurfacing		\$ 850,000	\$ 25,000	\$ 875,000	\$ 875,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 875,000	
		11 CSAH 74 to US 2	2.5	Resurfacing		\$ 1,000,000	\$ 50,000	\$ 1,050,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000	
		6 TH 107 to CSAH 11	1.1	intermission roadbed		\$ 1,500,000	\$ 200,000	\$ 1,500,000	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	joint project with Cass County, moved from 2022 and changed
		HSIP District Wide edge striping				\$ 205,000	\$ 10,000	\$ 215,000	\$ 184,000	\$ 31,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	170 miles - LOTV handling
		Seal Coating				\$ 1,950,000	\$ 50,000	\$ 2,000,000	\$ 1,950,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	
		Gravel road maintenance and improvement program				\$ 350,000	\$ 350,000	\$ 700,000	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	
		Gravel road stabilization and dust control program				\$ 590,000	\$ -	\$ 590,000	\$ -	\$ 590,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 590,000	CSAU maintenance
		TOTAL				\$ 13,305,000	\$ 445,000	\$ 13,750,000	\$ 934,000	\$ 2,156,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700,000	\$ -	\$ -	\$ 13,750,000	
		BALANCE ALLOCATION AVAILABLE				\$ 1,424,857	\$ 870,183	\$ 2,295,040	\$ 74,393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,691,381	\$ (717,813)	\$ -	\$ 2,295,040	
		23 28 Mile to SDH 170 to TH 72	5.6	Resurfacing		\$ 2,200,000	\$ 50,000	\$ 2,250,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -	\$ -	\$ 2,250,000	
		93 CSAH 36 to TH 72	0.2	Resurfacing		\$ 75,000	\$ 25,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	
		94 CSAH 36 to TH 72	0.4	Resurfacing		\$ 190,000	\$ 25,000	\$ 215,000	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000	
		43 CSAH 15 to CSAH 21	0.5	Intermission		\$ 1,000,000	\$ 250,000	\$ 1,250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,250,000	
		21 TH 107 to Ansonville	1.3	Resurfacing		\$ 4,000,000	\$ 1,000,000	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 5,000,000	joint project with Cass County, new sidewalk installed
		21 TH 107 to Ansonville	1.3	Resurfacing		\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	re-surfacing in LOSI Est
		Seal Coating				\$ 1,950,000	\$ 50,000	\$ 2,000,000	\$ 1,950,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	50 miles
		Gravel road maintenance and improvement program				\$ 350,000	\$ 350,000	\$ 700,000	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	
		Gravel road stabilization and dust control program				\$ 550,000	\$ -	\$ 550,000	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000	CSAU maintenance
		TOTAL				\$ 12,275,000	\$ 1,000,000	\$ 13,275,000	\$ -	\$ 2,300,000	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 5,200,000	\$ -	\$ -	\$ 13,075,000	
		BALANCE ALLOCATION AVAILABLE				\$ 2,224,857	\$ 845,183	\$ 3,070,040	\$ 174,393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,191,381	\$ -	\$ -	\$ 3,070,040	
						\$ 6,400,000	\$ 250,000	\$ 6,650,000	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700,000	\$ -	\$ -	\$ 6,650,000	
						\$ 4,175,143	\$ 1,095,183	\$ 5,270,326	\$ 1,074,393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (191,381)	\$ -	\$ -	\$ 5,079,045	