



# BELTRAMI COUNTY

## REGULAR MEETING AGENDA

Beltrami County Board of Commissioners  
December 17, 2024  
5:00 p.m.

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

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

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

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

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

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

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

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

**CONSENT AGENDA**  
*5:00 p.m.*

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held December 3, 2024 as presented. Minutes of the Board of Commissioners Work Meeting held on December 3, 2024. [pg. 1](#)
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** [pg. 18](#)
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** [pg. 19](#)
- 7d. **Auditor/Treasurer: Approval of Audit Statement of Work – 2024 Audit Services** [pg. 20](#)
- 7e. **Auditor/Treasurer: Approval of Audit Statement of Work – Three-Year Contract** [pg. 34](#)
- 7f. **Auditor/Treasurer: Approval of On-Sale Liquor License Application** [pg. 48](#)
- 7g. **Administration: Approval of Public Defender Contract Extensions** [pg. 49](#)
- 7h. **Extension: Approval of Memorandum of Agreement** [pg. 52](#)
- 7i. **Health & Human Services: Approval of Emergency Preparedness Facility Use Memorandum of Understanding** [pg. 64](#)
- 7j. **Health & Human Services: Approval of Opioid Steering Committee Amendments** [pg. 71](#)
- 7k. **Health & Human Services: Approval of Family Foster Care Licenses** [pg. 75](#)
- 7l. **Health & Human Services: Approval of Bills Paid** [pg. 77](#)
- 7m. **Health & Human Services: Approval of 2025 Revenue Acceptance Authority** [pg. 78](#)
- 7n. **Health & Human Services: Approval of County Burial Policy** [pg. 84](#)
- 7o. **Health & Human Services: Approval of Determination of Need Application to Expand Day Services** [pg. 92](#)
- 7p. **Highway: Approval of Resolutions Supporting Bike/Pedestrian Trail Along CSAH 7** [pg. 97](#)
- 7q. **Highway: Approval of Township Maintenance Agreement & Resolution for Summit Township** [pg. 100](#)
- 7r. **Human Resources: Approval of Personnel Policy Updates** [pg. 107](#)

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

- 8. **Public Hearing: Local Option Transit Sales Tax Project List** [pg. 116](#)
- 9. **Public Transit Board Dissolution** [pg. 121](#)
- 10. **Additional Items**

**COMMISSIONERS' BUSINESS ITEMS**

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

[pg.124](#)

Date: December 17, 2024  
Beltrami County Commission  
Consent Agenda



**AGENDA BILL**

**SUBJECT:** Approval of the Minutes

**RECOMMENDATIONS:** Approval, as presented

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**DEPARTMENT OF ORIGIN:** County Administration

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

**DATE SUBMITTED:** December 11, 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  
December 3, 2024**

The Beltrami County Board of Commissioners met in regular session on December 3, 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, and Richard Anderson were present. Commissioner Tim Sumner was absent.

**GENERAL COMMENTS - BOARD CHAIR**

None.

**CITIZENS ADDRESSING THE BOARD**

None.

**APPROVAL OF AGENDA**

No additions or corrections were made to the Agenda.

**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 19, 2024, and the Minutes of the Board of Commissioners Regular Meeting held November 19, 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.

Approval of 2025 Business Renewals

The Board, by adoption of its Consent Agenda, approved the 2025 renewals of Business Licenses, including Liquor, Wine/Strong Beer, Set-up, 3.2, Tobacco and Auctioneer, as submitted.

Approval of 2025 Legislative Lobbyist Contract

The Board, by adoption of its Consent Agenda, approved the 2025 Government Relations Proposal from Flaherty & Hood and authorize the expenditure of \$30,000 for services as submitted.

Approval of Airport Authority Position Appointment

The Board, by adoption of its Consent Agenda, approved and accepted the Airport Authority's recommendation to appoint John Knorr to the Airport Authority Board.

Approval of 2025 Legal Newspaper Designation

The Board, by adoption of its Consent Agenda, approved designation of the legal newspaper for the year 2025 to the Bemidji Pioneer.

Approval of Parenting Solutions Contract

The Board, by adoption of its Consent Agenda, approved the Health & Human Services 2025 Contract with Parenting Solutions, 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.

Approval of 2025 Social Services Contracts

The Board, by adoption of its Consent Agenda, approved a list of contracts included in the 2025 County Social Services budget, as submitted.

Approval of Local Option Transit Sales Tax Public Hearing Date

The Board, by adoption of its Consent Agenda, approved the Local Option Transit Sales Tax Public Hearing date for December 17, 2025, at 5:00 pm, as submitted.

Approval of Fidlar Software Renewal

The Board, by adoption of its Consent Agenda, approved and signed the 5 year life cycle (AVID) extension software agreement and Schedule D Addendum.

Approval of EMBER Services Agreements

The Board, by adoption of its Consent Agenda, approved the service agreements with Sanford Health to provide SUD and Mental Health Services in the County Jail, as submitted.

Approval of Resolution of Support for 9 County C&D Group to Apply for Recycling Grant Program

The Board, by adoption of its Consent Agenda, approved the Resolution of support for the 9 County C&D Group to apply for the EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant Program:

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, Mahnomen, 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.

**REGULAR AGENDA**

Swearing in of Deputy Pendleton

Sheriff Jason Riggs performed the swearing in ceremony of newly hired, Deputy Henry Pendleton.

Public Hearing - Ordinance to Regulate Cannabis Businesses

A motion was made by Commissioner Gould, and seconded by Commissioner Anderson, to open the Public Hearing on the Ordinance to Regulate Cannabis Businesses at 5:06 pm. Unanimously carried.

Environmental Services Director, Brent Rud provided a summary of the draft Ordinance.

No public comment was received.

A motion was made by Commissioner Gaasvig, and seconded by Commissioner Gould, to close the Public Hearing on the Ordinance to Regulate Cannabis Businesses. Unanimously carried.



A motion was made by Commissioner Gaasvig, and seconded by Commissioner Gould, to approve the Ordinance to Regulate Cannabis Businesses as presented. Unanimously carried.

2025 Legislative Platform

The County's 2025 Legislative Platform consisting of 9 items was presented to the Board during the Work Session.

Commissioner Gould proposed adding a tenth item to the platform around Housing. Specifically: The County Supports Legislative Proposals aimed at addressing housing shortages and affordability issues through additional State investments as well as the creation of financing mechanisms from the State, including tax credits to incentivize private investment in housing infrastructure.

A motion was made by Commissioner Gould, and seconded by Commissioner Anderson, to approve the Beltrami County 2025 Legislative Platform with the addition of a tenth item addressing Housing with the language stated. Unanimously carried.

Approval of Commissioner Salary Resolution

A motion was made by Commissioner Gould, and seconded by Commissioner Anderson, to adopt the 2025 Commissioner Salary Resolution, which includes the same increases offered to all union and non-union employees; a 3% COLA adjustment taking effect the pay period containing January 1, 2025 resulting in an annual salary of \$36,919.67. Unanimously carried.

WHEREAS, the Beltrami County Board of Commissioners is responsible for setting compensation of county employees, elected officials, appointed officials and board members; and

WHEREAS, the Beltrami County Board of Commissioners considered the duties and responsibilities of each individual position; and

WHEREAS, the Beltrami County Board of Commissioners considered the salaries of elected officials in other comparable counties;

NOW, THEREFORE, BE IT RESOLVED, that the Beltrami County Board of Commissioners approve setting the County Commissioners salary at \$36,919.67 annually, excluding per diem payments, for the calendar year 2025.

Approval of Commissioner Per Diem Rates Resolution

Administrator Barry distributed a revised copy of the Proposed Resolution with a correction to the language in the per diem rates paragraph to align with language in the Commissioner's Per Diem Policy. Clarification was also made regarding the Household

Hazardous Waste Committee; it should remain on the list and the Public Transit Joint Powers should be removed, as it no longer exists.

Commissioner Gould suggested adding the following committees to the per diem list:

- MN Rural Counties - was approved for per diem in January 2024
- Opioids Settlement
- NACO
- Bemidji Day at the Capitol
- Management Team
- Budget
- Negotiations
- Jail Committees
- Land Review
- Law Library
- Community Health Assessment
- Community Health Board-related committees
- Policies Committee

A motion was made by Commissioner Gould, and seconded by Commissioner Anderson, to approve the Resolution to set the per diem rates and committee list for reimbursement, which are the same as they were in 2024, and include the addition of the MN Rural Counties (MRC), retaining the Household Hazardous Waste Committee and removal of the Public Transit Joint Powers Board.

A motion amendment was made by Commissioner Gould to add Opioids Settlement, NACO, Bemidji Day at the Capitol, Management Team, Budget, Negotiations, Jail Committees, Land Review, Law Library, Community Health Assessment, Community Health Board-related committees, and Policies Committees to the per diem list. Motion died for lack of a second.

A motion amendment was made by Commissioner Gould to add NACO, Bemidji Dat at the Capitol, Budget, and Negotiations committees to the per diem list. Motion died for lack of a second.

A motion amendment was made by Commissioner Gould to add Budget and Negotiations Committees to the per diem list. Motion died for lack of a second.

Original motion carried unanimously.

**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
MN Rural Counties (MRC)
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
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, in alignment with the Commissioners Per Diem Policy, as follows: Tier 1 payments shall be \$50.00 and Tier 2 payments shall be \$75.00. This

authorization is contingent on the request for payment per diem and mileage being submitted within 60 days of the date of the meeting or meetings.

#### Set Board Meeting Schedule for 2025

The Board was in agreement during the Work Session to change the Chat-about schedule to the Wednesday following a board meeting at 9:30 am. They also made the following changes to the Management Team Schedule:

- April 9 to Commissioner Gaasvig
- July 9 to Commissioner Gould
- August 13 Commissioner Gould
- September 10 Commissioner Carlson

A motion was made by Commissioner Gaasvig, and seconded by Commissioner Anderson to approve the Board Meeting Schedule for 2025 with changes to the Chat-about schedule and Management Team schedule as discussed. Unanimously carried.

#### **COMMISSIONERS' BUSINESS**

##### Legislative/Lobbying Issues & Commissioners' Reports

- Commissioner Gaasvig provided several committee updates
- Commissioner Gould provided several committee updates and asked other members of the board for approval to make a hotel reservation for Saturday before the AMC conference that begins Sunday afternoon, in lieu of a Tuesday night reservation as he will not be staying for the Wednesday events.

A motion was made by Commissioner Gould to authorize a hotel reservation for Saturday, December 7, the day prior to the Annual AMC Conference. Motion died for lack of a second.

- Commissioner Carlson gave a shout-out the Veteran Services Director, Shane Gustafson on his work to secure the MN Department of Veteran Affairs Competitive Grant for the Northern Warriors Outreach Program. It was discussed that authorization of temporary ARPA dollars may be necessary if the Grant requirements cannot accommodate pre-spending of funds.

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be December 17, 2024, in the Board Room of the County Administration Building.

**MEETING ADJOURNMENT**

A motion to adjourn the Board meeting at 5:41 p.m. was made by Commissioner Anderson, seconded by Commissioner Gaasvig and unanimously carried.

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John Carlson, Chair

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Thomas H. Barry, County Administrator

**TRUTH IN TAXATION/BUDGET MEETING AGENDA**

Meeting opened at 6:00 pm by Board Chair John Carlson.

Chairman Carlson addressed the audience. Those in attendance with questions about property taxes and property values should meet with County Assessor, Kaleb Besser in the adjacent conference room at this time. The Public Hearing being conducted for the Budget meeting will be broken into three hearings; 1) 2025 Property Tax Levy and 2025 Budget 2) 2025 County Fee Schedule and 3) Transportation Improvement Plan.

Public Hearing

A motion was made by Commissioner Anderson, and seconded by Commissioner Gassvig, to open the Public Hearing for the 2025 Property Tax Levy and Budget. Motion carried 3:0 Gould abstained.

County Administrator, Tom Barry reviewed the Budget Process, proposed budget and proposed levy.

Citizens addressing the board:

- Joe Nipp, resident from Blackduck remarked that the budget has doubled. He asked that the County tighten their belt like everyone else.
- Patricia Heart, Resident from Cass Lake appreciated the work of the county and staff on the budget. Ms. Heart stressed

that if citizens were hoping to make changes, they should be contacting their legislators.

- Charles Biberger, resident from Tenstrike, asked if the Board gave consideration to an individual's income when estimating property taxes.
- Doug Martinka, resident from Bemidji, asked how the levy related to property taxes. Mr. Martinka also stated that the property tax statement only had one phone number on it and it would be helpful to have other relevant numbers listed as well.

A motion was made by Commissioner Anderson, and seconded by Commissioner Gassvig, to close the Public Hearing. Unanimously carried.

Adoption of the 2025 Property Tax Levy Resolution & Budget Resolution

A motion was made by Commissioner Gaasvig, and seconded by Commissioner Anderson, to approve the Resolution to establish the 2025 Property Tax Levy and the Resolution setting the 2025 Expenditure Budget.

A motion amendment was made by Commissioner Gould to add \$85,000 from County reserves to the Opioid Settlement Fund. Motion died for lack of a second.

A motion amendment was made by Commissioner Gould to add \$9,000 to the Kitchigami Library Fund - \$16,000 to Bemidji and \$3,000 to Blackduck. Motion died for lack of a second.

The original motion carried 3:1. Gould voted No.

2025 Final Levy Resolution

BE IT RESOLVED, that the Beltrami County Board of Commissioners do hereby approve the 2024 County Proposed Property Tax Levy of \$33,305,714 a Levy growth of 7.88%:

<b>2025 Final Levy</b>		
	2024	2025
<b>Regular Levies (Operations)</b>		
Revenue Fund	18,436,943	19,727,900
Human Services	8,413,234	9,509,970
Road & Bridge	2,954,761	3,004,457
	29,804,938	32,242,327
<b>Debt Service Levies:</b>		
Jail Debt Service	380,613	373,437
Judicial Center Debt Service	686,400	689,950
	1,067,013	1,063,387
	<b>\$30,871,951</b>	<b>\$33,305,714</b>

2025 Budget Resolution

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

	<b>2024 Budget</b>	<b>2025 Budget</b>
<b>Expenditures</b>		
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
<b>Total Expenditures</b>	<b>104,284,903</b>	<b>118,139,910</b>

Adoption of the 2025 Proposed Fee Schedule

A motion was made by Commissioner Anderson and seconded by Commissioner Gaasvig to open the public hearing on the 2025 Proposed Fee Schedule. Motion carried unanimously.

Administrator Barry introduced the Fee Schedule and the three departments that would be reviewing their fee schedule changes: Brent Rud with Environmental Services, Bruce Hasbargen with Public Works and Anne Lindseth with Health and Human Services.

Environmental Services Director, Brent Rud pointed out one more change/addition to the fee schedule that was left out. The Short Term Rental Ordinance has application fees that should also be listed on the Fee Schedule.

Citizens addressing the Board:

- Charles Biberg, resident from Tenstrike asked where the monies collected from building permits went. Staff's answer was that they went to offset staff time and expenses and keep the cost off the property tax levy. Mr. Biberg also asked for clarification on what/how a data request works.

A motion was made by Commissioner Anderson, and seconded by Commissioner Gaasvig, to close the Public Hearing. Unanimously carried.

A motion was made by Commissioner Gaasvig and seconded by Commissioner Anderson to approve the 2025 Proposed Fee Schedule with the addition of the word "State" to the Cannabis License Fee, and adding the Short Term Rental Application Fees from the Short Term Rental Ordinance.

A motion amendment was made by Commissioner Gould to waive 2025 fees for building permits, septic fees and entrance fees. Motion died for lack of a second.

Original motion carried 3:1. Gould voted no.

#### Adoption of the Transportation Improvement Plan

A motion was made by Commissioner Anderson and seconded by Commissioner Gaasvig to open the public hearing on the 5-year Transportation Improvement Plan. Unanimously carried.

Highway Engineer Bruce Hasbargen reviewed the project list and answered questions from the Board.

Citizens addressing the Board:

Charles Biberg, resident from Tenstrike asked questions specific to what road resurfacing means.

A motion was made by Commissioner Anderson, and seconded by Commissioner Gaasvig, to close the Public Hearing. Unanimously carried.

A motion was made by Commissioner Anderson and seconded by Commissioner Gaasvig to approve the County 5-year Transportation Improvement Plan. Unanimously carried.



**MEETING ADJOURNMENT**

A motion to adjourn the Budget meeting at 7:05 p.m. was made by Commissioner Anderson, seconded by Commissioner Gaasvig and unanimously carried.

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John Carlson, Chair

# WORK MEETING MINUTES

**Beltrami County Board of Commissioners  
December 3, 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 Richard Anderson, Commissioner Joe Gould. Commissioner Tim Sumner was absent.

**1. Call to Order**

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

**2. Introduction of New Employees**

None.

**3. Identify Future Work Meeting Topics**

- Development of a Policy Review Committee

**4. EMBER Services Agreements**

Chief Deputy Jarrett Walton and Jail Administrator Calandra Allen discussed the Sheriff's Office work over the last several years with Sanford Health of Bemidji to develop and provide comprehensive mental health and SUD services for inmates at the Beltrami County Jail (EMBER Project). This project will also support and enhance the RESET Program that is already doing good work in the jail. This project is the first of its kind and will be a work in progress and a model for others. The contract/service agreements with Sanford Health to define terms, services and costs associated with the EMBER Program are included on the Regular Board meeting agenda.

**5. 2025 Legislative Platform Discussion**

Administrator Barry and Staff presented 9 Legislative priorities for the 2025 Legislative Platform for the Board to discuss.

1. State Bonding Bill
2. Behavioral Health Continuum of Care
3. Cost Share for State Direct Care and Treatment Facilities
4. Elimination of the County Share of the Behavioral Health Fund
5. Legislative Changes with Unfunded Financial Impacts to Counties
6. Health & Human Services Systems Transformation and Modernization
7. Child Protection Opioid Response Allocation
8. Transportation
9. Solid Waste

This list is on the Regular Board Agenda for further discussion and approval.

**6. 2025 Legislative Lobbyist Contract Review**

Administrator Barry reviewed the benefits that County has gained from the prior years services of Flaherty & Hood. 2025 Legislative Session starts January 14, 2025. The County has identified nearly a dozen legislative priorities in its 2025 Legislative Platform. Several of these 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 the same rate as in 2024; \$30,000. This item is on the Regular Board Consent Agenda for approval.

**7. MNCare & Medical Assistance Eligibility Expansion Update**

Economic Assistance Division Director, Curt Anderson discussed the effects of the MN Legislature healthcare spending bill passed in June of 2023, allowing undocumented Minnesotans who meet income eligibility requirements to access MNCare health insurance. This program will be funded by the State and be a traditional fee-for-service model. Some of the work in determining eligibility will be done at the County/Tribal level and the remainder at the State level. Mr. Anderson indicated that it does not appear that the work load at the county level will increase due to this new legislation.

**8. Development Fund Update**

Natural Resource Management Director, Shane Foley, provided an estimate for the 2024 NRM year end budget of \$685,000. Allocations would be anticipated as follows:

- Apportionment for Forest Development (30%) = \$205,500
- 2024 budgeted for Forest Management = \$175,000
  - Seedlings, herbicide, trenching, planting, bud capping
- 2024 ACTUAL Forest Development cost = \$179,584
- Remaining \$25,916 available for County Development Fund in 2025

There is a \$19,000 residual balance in the Fund. The December timber auction is not included in this estimate.

**9. Transit Sales Tax Projects Renewal Public Hearing Date**

Highway Engineer, Bruce Hasbargen presented the project list for the Local Option Sales Tax (LOST) transportation projects and requested the Board to set the Public Hearing Date for 5:00 pm at the December 17, 2024 Regular Board Meeting. This is a 0.5% tax specific to transportation projects.

**10. 2025 Board Meeting Schedule Review**

Tentative meeting schedule for 2025 Board Meetings, Chat-About, BATO and the Management Team. The Board is in support of changing the Chat-About schedule to the Wednesday after board meetings at 9:30 am.

Management Team Meeting Schedule changes are:

- April 9 to Commissioner Gaasvig
- July 9 to Commissioner Gould
- August 13 Commissioner Gould
- September 10 Commissioner Carlson

**11. 2025 Commissioner Committee Assignments Review**

Commissioner Committee assignments were reviewed and multiple meeting details were updated as well as committee assignment suggestions made. It was decided by the Board to make final committee assignments at the first meeting in January to allow incoming Commissioner Winger the opportunity to participate in the process.

**12. Administrator's Report**

- Annual AMC Conference is next week
- Staff performance appraisals process has begun.
- Jail Project update – pause on meetings in December
- 100% Graduation Ceremony on December 4
- Working on Public Defender Contract renewals
- United Way Chili cook-off fundraiser tomorrow, December 4
- Chamber of Commerce Gala at the Sanford Center, December 5

**13. Other Business Items**

**a) Review Bills**

**b)**

**14. Review Agenda for the December 3, 2024 Regular Board Meeting**

No additions or corrections were made to the Agenda.

**15. Adjourn**

The Work Session was adjourned at 4:46 p.m.



Meeting Date: December 17, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Auditor Warrants

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

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** December 11, 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 17, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Commissioner Warrants

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

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** December 11, 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 17, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Audit Statement of Work: 2024 Audit Services**

**RECOMMENDATIONS:** Approve the Statement of Work – 2024 Audit Services for Beltrami County’s financial audit with CliftonLarsonAllen, LLP for the 12/31/24 audit.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** December 10, 2024

**CLEARANCES:** NA

**BUDGET IMPACT:** The annual financial audit is required by Statute and included in the County’s Budget.

**EXHIBITS:** Contract

**SUMMARY STATEMENT:**

Beltrami County is currently in the first year of a three-year contract with independent auditing firm CliftonLarsonAllen, LLC. The Statement of Work spells out the scope, responsibilities and fees of the audit of Beltrami County’s Financials for the year ending December 31, 2024.

Once approved by the Board, the Board Chair and Auditor-Treasurer will sign the Statement of Work electronically.



December 2, 2024

### ***Statement of Work - Audit Services***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated October 27, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Beltrami County ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2024.

Douglas P. Host is responsible for the performance of the audit engagement.

#### **Scope of audit services**

We will audit the financial statements of the the governmental activities, each major fund, and the aggregate remaining fund, which collectively comprise the basic financial statements of Beltrami County, and the related notes to the financial statements as of and for the year ended December 31, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

#### **Nonaudit services**

We will also provide the following nonaudit services:

- Prepare the data collection form

#### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement



when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe

the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the introductory section and that your annual report will be issued by September 30, 2025. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Capital assets may not be reported at the correct value
- Management override of internal controls
- Improper revenue recognition
- Lack of adequate segregation of duties

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect

auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material

effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial

statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also

agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

#### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' reports thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.



With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit

documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

#### **Fees**

Our professional fee is \$89,250.00 (\$65,000 for the financial statement audit, \$20,000 for the single audit and \$4,250 for the technology and support fee). This fee estimate assumes 4 federal programs will be required to be audited as major for single audit purposes. If additional federal programs are required to be audited as major, the additional procedures required will be billed at our standard hourly rates less a 15% discount. If accounting assistance or consulting is requested, those additional procedures will be billed at our standard hourly rates less a 15% discount. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

#### **Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

#### **Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

#### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Beltrami County.

CLA

CliftonLarsonAllen LLP

*Douglas P. Host*

Douglas P. Host, Principal

SIGNED 12/2/2024, 8:12:23 PM CST

Client

Beltrami County

SIGN:

John Carlson, Board Chair

DATE:

Beltrami County

SIGN:

JoDee Treat, Auditor/Treasurer

DATE:



**Meeting Date: December 17, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Audit Statement of Work: Three-Year Contract**

**RECOMMENDATIONS:** Approve the three-year contract with CliftonLarsonAllen, LLP for Beltrami County's annual financial audit commencing with the 12/31/24 audit.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** December 10, 2024

**CLEARANCES:** NA

**BUDGET IMPACT:** The annual financial audit is required by Statute and included in the County's Budget.

**EXHIBITS:** Contract \*

**SUMMARY STATEMENT:**

Beltrami County is allowed by the Office of the State Auditor to contract for our audit services with a CPA firm. The Auditor-Treasurer's Office sent out four quote packets and received one audit quote. A three-year contract with independent auditing firm CliftonLarsonAllen, LLC for the years ending December 31, 2024, 2025, 2026 with the corresponding fees of \$89,250, \$96,075 and \$103,425 respectively. Once approved by the Board, the Board Chair and Auditor-Treasurer will sign the Statement of Work electronically.



December 2, 2024

### ***Statement of Work - Audit Services***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated October 27, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Beltrami County ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the years ended December 31, 2024, December 31, 2025 and December 31, 2026.

Douglas P. Host is responsible for the performance of the audit engagement.

#### **Scope of audit services**

We will audit the financial statements of the the governmental activities, each major fund, and the aggregate remaining fund, which collectively comprise the basic financial statements of Beltrami County, and the related notes to the financial statements as of and for the years ended December 31, 2024, December 31, 2025 and December 31, 2026.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

#### **Nonaudit services**

We will also provide the following nonaudit services:

- Prepare the data collection form

#### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the introductory section and that your annual report will be issued by September 30, 2025. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in



Government Auditing Standards, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Capital assets may not be reported at the correct value
- Management override of internal controls
- Improper revenue recognition
- Lack of adequate segregation of duties

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require

auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB

Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control,

including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that

contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

#### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' reports thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit

documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

### **Fees**

Our professional fee for the December 31, 2024 audit is \$89,250.00 (\$65,000 for the financial statement audit, \$20,000 for the single audit and \$4,250 for the technology and support fee). The fee for the December 31, 2025 audit is \$96,075 (\$70,000 for the financial statement audit, \$21,500 for the single audit and \$4,575 for the technology and support fee). The fee for the December 31, 2026 audit is \$103,425 (\$75,500 for the financial statement audit, \$23,000 for the single audit and \$4,925 for the technology and support fee). These fee estimate assume 4 federal programs will be required to be audited as major programs for single audit purposes. If additional federal programs are required to be audited as major, the additional procedures required will be billed at our standard hourly rates less a 15% discount. If accounting assistance or consulting is requested, those additional procedures will be billed at our standard hourly rates less a 15% discount. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

### **Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

### **Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

### **Agreement**



We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Beltrami County.

CLA

CliftonLarsonAllen LLP

*Douglas P. Host*

Douglas P. Host, Principal

SIGNED 12/3/2024, 8:56:52 AM CST

Client

Beltrami County

SIGN: \_\_\_\_\_

John Carlson, Board Chair

DATE: \_\_\_\_\_

Beltrami County

SIGN: \_\_\_\_\_

JoDee Treat, Auditor/Treasurer

DATE: \_\_\_\_\_



Meeting Date: December 17, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Liquor License

**RECOMMENDATIONS:** Approve the On-Sale Liquor License application for Putnam Resorts DBA Kohl's Resort.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** December 10, 2024

**CLEARANCES:** The Beltrami County Sheriff and Beltrami County Attorney have reviewed and signed the application. We do not process a license until approval of both officials and the Board of Commissioners.

**BUDGET IMPACT:** NA

**EXHIBITS:** Application on file

**SUMMARY STATEMENT:**

Kohl's Resort currently holds a Wine/Strong Beer License. Putnam Resorts DBS Kohl's Resort are applying for an On-Sale Intoxicating Liquor License. They have received Township approval and have submitted all applicable documentation.



Date: December 17, 2024  
Beltrami County Commission  
Meeting Agenda

CONSENT AGENDA BILL

**SUBJECT: Public Defender Contracts**

**RECOMMENDATIONS:** Approve the Public Defender and Legal Services Representation Contract Extensions for Donald G. Kirchner and George L. Duranske III

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

**DATE SUBMITTED:** December 6, 2024

**ATTACHMENT(S):**

- 1) Contract Extension Agreement for Donald G. Kirchner
- 2) Contract Extension Agreement for George L. Duranske III

**BUDGET IMPACT:** None, already budgeted

**SUMMARY STATEMENT:**

The County has historically relied on outsourcing its Public Defender obligation. The County is obligated to provide counsel for indigent persons in paternity cases, parents in juvenile matters, guardians, ad litem, indigent wards in guardianship and other indigent matters. The County's current contracts with both Donald G. Kirchner and George L. Duranske III are expiring on December 31st, 2024. Both Attorneys and the County Staff are agreeable to continuing services for an additional year.







Meeting Date: December 17, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT: University of Minnesota Extension Memorandum of Agreement**

**RECOMMENDATIONS:** Approval of University of Minnesota Extension  
Memorandum of Agreement

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**DEPARTMENT OF ORIGIN:** Extension

**CONTACT PERSON:** Tony Hansen, Regional Director, 218-828-2286

**DATE SUBMITTED:** 11/21/2024

**CLEARANCES:** N/A

**BUDGET IMPACT:**

**EXHIBITS:** 8.7.2024 Beltrami County Extension Memorandum of Agreement

**SUMMARY STATEMENT:**

The 2025-2027 Memorandum of Agreement (MOA) for Beltrami County and the University of Minnesota Extension outlines the responsibilities and commitments of each party in supporting Extension staff and programming services in Beltrami County. The MOA also notes the package price for 1.0 FTE 4-H Youth Development Educator position.

**Agreement**  
**Between the Regents of the University of Minnesota**  
**And**  
**Beltrami County, Minnesota**  
**For providing Extension programs locally and**  
**employing Extension Staff**

This Agreement ("Agreement") between the County of Beltrami Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University's state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and the



grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County: Tom Barry  
County Administrator  
7-1 Minnesota Avenue, NW, Suite 200  
Bemidji, MN 56601  
E-mail: tom.barry@co.beltrami.mn.us

If to University: University of Minnesota  
Minnesota Extension  
Attn: Dean Beverly R. Durgan  
240 Coffey Hall  
1420 Eckles Avenue  
St. Paul, MN 55108  
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

*– Signature Page Follows –*

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**County of Beltrami**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

DATE \_\_\_\_\_

Approved as to form:

BY \_\_\_\_\_  
County Attorney

DATE \_\_\_\_\_

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Dean, University of Minnesota Extension

DATE \_\_\_\_\_

**Agreement between the Regents of the University of Minnesota through its Extension and Beltrami County, Minnesota**

**Exhibit A: Extension Programs and Positions Supported by the County**

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

**Table A: Programs**

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator- 4-H Youth Development	1	\$100,000	1	\$103,000	1	\$106,100

**Table B: Administrative Support Specialist- *Not Applicable***

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Administrative Support	2025		2026		2027	
	Hours	Price	Hours	Price	Hours	Price
Administrative Support Specialist						

**Table C: Short-term Temporary Casual Program Staff (e.g. College Intern; Summer Coordinator)- *Not Applicable***

County agrees to provide the funds identified below to support University-hired short-term temporary casual program staff. Salary and fringe vary by classification and experience. Unless otherwise noted, the University has the flexibility to hire individuals into the classification that matches the employee's qualifications and best serves the county Program needs. Funds provided will be used to cover salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Casual Program Staff	2025 Total Funds	2026 Total Funds	2027 Total Funds

**Table D: Grant/Partner Funded Positions**

County is not obligated to provide funds and the University shall not bill for the following grant or partner-funded positions. County agrees to provide “local support” as specified in paragraph 4 of the Agreement unless otherwise specified. University agrees to provide salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

Program	Position/Working Title	Grant/Funding Partner	Local Support
Family, Health, and Wellbeing	2 SNAP-Ed Health & Wellness Coordinators	MN Dept of Human Services	As specified in the Agreement, paragraph 4 except for a computer
4-H Youth Development	4-H Short-term Temporary Casual Staff	Beltrami County 4-H	As specified in the Agreement, paragraph 4 except for a computer

# **Agreement between the Regents of the University of Minnesota through its Extension And Beltrami County, Minnesota**

## **Exhibit B: Program Deliverables**

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

### **4-H Youth Development:**

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

### **Family, Health and Wellbeing:**

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.
2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

# **Agreement between the Regents of the University of Minnesota through its Extension and Beltrami County, Minnesota**

## **Exhibit C: University Recommendations**

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

### **1. Technology recommendations for Extension employees located in county Extension offices**

- **Hardware:** Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
  - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- **Software:** Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
  - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
  - Microsoft Office is used to create documents, spreadsheets, and presentations.
  - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
  - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- **Website Access:**
  - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- **Social Media Access**
  - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- **Access to electronic county forms/documents required for the position.**
- **Support from County IT.**



## **2. Recommendations for time and responsibilities of county-hired administrative support specialists**

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.
- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

### **Example Position Description Extension Administrative Support Specialist**

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

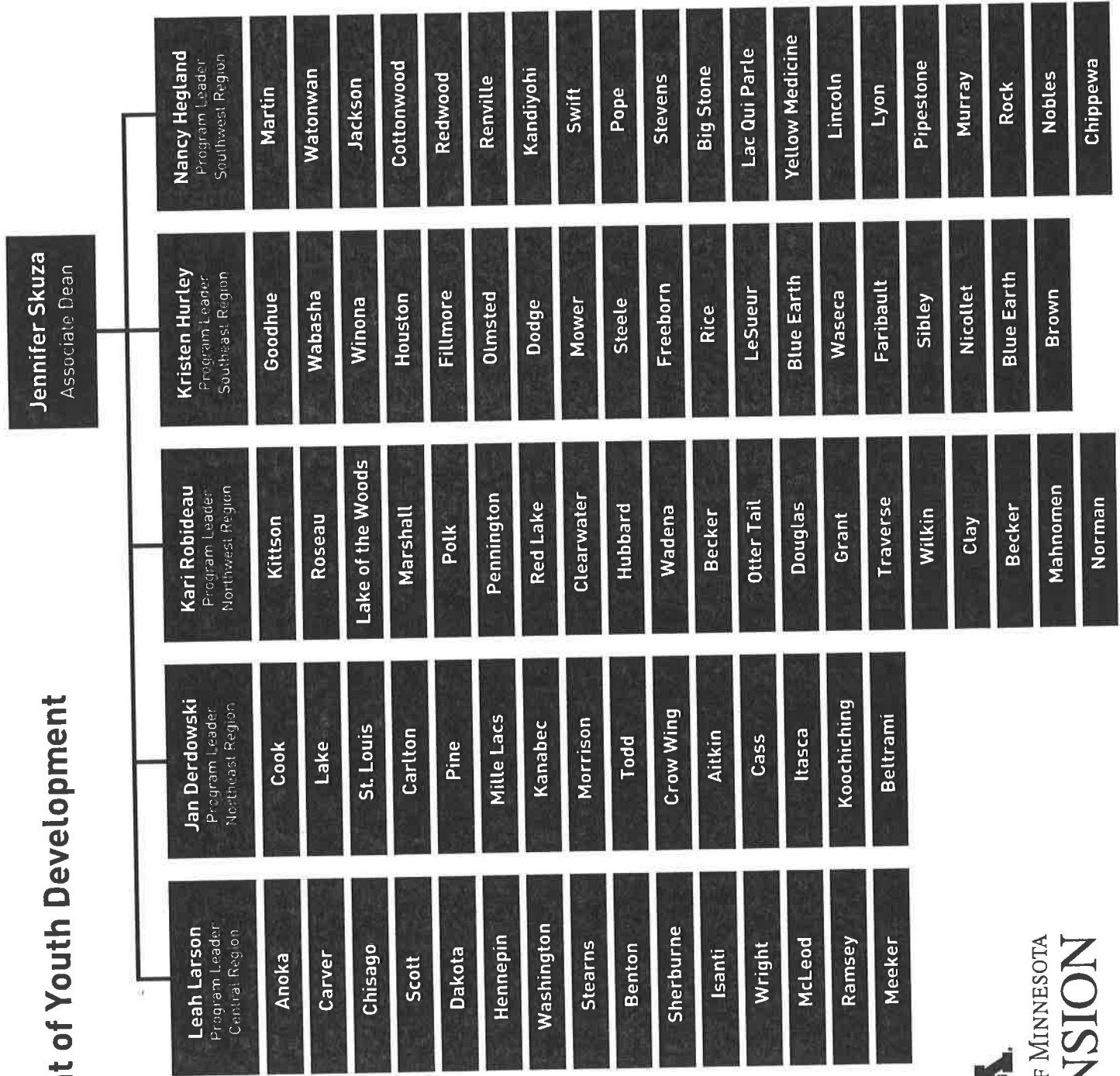
#### **County Program Support**

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

#### **Office and General Administration**

- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

# Department of Youth Development





**Meeting Date: Dec. 17, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Emergency Preparedness Facility Use Memorandum of Understanding(MOU)**

**RECOMMENDATIONS: Sign MOU as presented**

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**DEPARTMENT OF ORIGIN: Health and Human Services**

**CONTACT PERSON: Anne Lindseth, Director**

**DATE SUBMITTED: 12/5/24**

**CLEARANCES: Tom Barry, County Administrator**

**BUDGET IMPACT: None**

**EXHIBITS: Letter and MOU**

**SUMMARY STATEMENT:** Every three years the Beltrami County Emergency Operations Team, which is a collaboration lead by Emergency Management and Public Health, establish MOU's to ensure appropriate resources in a variety of emergency situations. Beltrami County facilities can be used in emergencies to provide mass dispensing, space, reunification support, shelter, incident command and storage. Establishing an MOU is part of that process and the county board will need to authorize the use of county space for this purpose by signing the MOU.

December 5, 2024

John Carlson, Board Chair  
Beltrami County Board of Commissioners  
701 Minnesota Ave NW  
Bemidji, MN 56601

Dear Mr. Carlson,

Each county in the state of Minnesota is responsible to work with community partners to establish resources in support of emergency situations that affect the community. These situations can vary from a serious storm to a communicable disease outbreak. Beltrami County works to have a strong network of partnerships to ensure the health and safety of our residents.

Our own county facilities can be used to support the needs of the community in an emergency. Each partner provides unique strengths and resources that could be needed in some, but not all emergency scenarios. I have attached a Memorandum of Understanding(MOU) that establishes commitment to assist when called upon by Beltrami County Emergency Operations in an emergency situation. This is a renewal MOU with a term of three years.

If you have questions or concerns regarding the MOU please reach out. We do hope to establish continued partnership by early 2025.

Please sign and return one signed copy to Beltrami County Health & Human Services and retain a copy for your files.

Thank you.



Anne Lindseth  
Director  
Beltrami County Health and Human Services

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BELTRAMI COUNTY EMERGENCY OPERATIONS TEAM**

**AND**

**Beltrami County Board of County Commissioners**

**EMERGENCY USE FACILITY and Use of Personnel**

*THIS AGREEMENT IS MADE this day of 2024 by and between Beltrami County Emergency Operations, hereinafter "County" and, Beltrami County Board of County Commissioners hereinafter "Owner", to support emergency public services to designated populations affected by a disaster or public health emergency.*

**A. DUTIES AND RESPONSIBILITIES**

**The Owner could provide the following (check box):**

- Provide access to facility use and resources:
  - commercial kitchen
  - mass dispensing
  - family assistance center
  - family reunification
  - shelter
  - communication and incident command center
  - storing of supplies, medications, or other emergency supplies.
  - animal shelter
  
- Be responsible for the cost of utilities to the extent of normal utility usage.
  
- Provide access to transportation resources.

**The County agrees to the following:**

1. *Provide specialized equipment necessary to support facility and personnel operations.*
  
2. *Provide reasonable compensation for facility supplies used for purposes related to emergency operation.*
  
3. *Provide reasonable compensation for additional operating utility costs incurred by the Owner due to emergency operations during using the facility.*

**B. TERM.**

*This Agreement shall renew for a term of three calendar years on the anniversary of the effective date. unless either party provides written notice to the other of intent to withdraw from the agreement.*

**C. OTHER CONSIDERATIONS**

*The parties agree to the following:*

- 1. No modifications or changes will be made to the facility/property without the express written approval of the Owner and County.*
- 2. Prior to occupancy, representatives of both parties will inspect the facility/property and will note any discrepancies found in writing.*
- 3. Prior to vacating the facility, representatives of both parties will inspect the facility/property to note any discrepancies in writing. Normal wear and tear are considered to be the responsibility of the Owner.*

**D. INSURANCE**

*The County agrees that in order to protect itself from claims arising out of the use of the premises under this Agreement, it will at all times during the term of this Agreement keep in force coverage providing:*

- 1. General Liability, Public Officials Liability, Automobile Liability and Workers' Compensation coverages*
- 2. All such coverages shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes 466.04 for all claims subject to those statutory limitations.*
- 3. Certificates of Insurance evidencing the coverages under this clause will be provided to Owner upon request and at other times during the term of this Agreement as requested by the Owner.*

*Indemnification:*

*(Only If Political Subdivision of the State of Minnesota): Both parties to this Agreement recognize each other as political subdivisions of the State of Minnesota.*

*County agrees to indemnify, defend, hold harmless, Owner, its officers, employees and agents for any and all claims arising out of the County's use of the location(s) provided under this Agreement, including operations of the County.*

*The County's obligation to indemnify Owner under this clause shall be limited in accordance with statutory tort liability limitations as set forth in Minnesota Statute 466.04 to limit the County's total liability for all claims arising from a single occurrence, including Owner's claim for indemnification, to the limits prescribed under section 466.04.*

E. NOTICE AND CORRESPONDENCE

*All notices and correspondence, which may be necessary or proper for either party, shall be addressed as follows:*

TO EMERGENCY MANAGEMENT:

Beltrami County Emergency Management

Attention: Chris Muller, Director  
613 Minnesota Ave NW Bemidji,  
Minnesota 56601

TO COMMUNITY HEALTH SYSTEMS ADMINISTRATOR:

Emergency Preparedness Coordinator:

Attention: Amy Bowles, Public Health Director  
616 America Ave NW Bemidji,  
Minnesota 56601

TO THE OWNER:

Attention: John Carlson, Board Chair  
Beltrami County Board of Commissioners

F. INTERPRETATION

*This agreement shall be interpreted according to the laws of the State of Minnesota, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Minnesota.*

*This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties.*

*A SIGNATURE PAGE FOR EACH PARTY SHALL BE ATTACHED*

(Next page)



IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

FOR THE OWNER:

\_\_\_\_\_  
Commissioner John Carlson, Board Chair

Date: \_\_\_\_\_

FOR THE COUNTY:

\_\_\_\_\_  
Amy Bowles, Beltrami County Public Health Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris Muller, Beltrami County Emergency Management Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David Hanson, Beltrami County Attorney

Date: \_\_\_\_\_

\_\_\_\_\_



**Meeting Date: Dec. 17, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Opioid Steering Committee**

**RECOMMENDATIONS: Approve amendments to Steering Committee Guidelines**

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**DEPARTMENT OF ORIGIN: Health and Human Services**

**CONTACT PERSON: Amy Bowles, PH Director and CHS Administrator #8116**

**DATE SUBMITTED: 12/5/2024**

**CLEARANCES: Anne Lindseth**

**BUDGET IMPACT: none**

**EXHIBITS: Steering Committee Guidelines**

**SUMMARY STATEMENT:** The committee has voted to make two adjustments to the opioid steering committee guidelines as follows:

- Steering committee co-chair for 2025 will be Anne Lindseth. It was previously Monica Thul, Public Health Program Manager.
- Generalized commissioner assignment language as this may change in the future when annual assignments are decided.

# OPIOID SETTLEMENT

## STEERING COMMITTEE GUIDELINES

### Mission, Vision, Members

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- 1. Mission
  - a. Allocate opioid settlement dollars to meet the needs of Beltrami County.
- 2. Members and their alternates:
  - a. Chief Strategists: Public Health – Amy Bowles Anne Lindseth
  - b. Members must reside or work in Beltrami County
  - c. County Members: Anne Lindseth, Jason Riggs, Jeff Lind, Carissa Golden, Joe Kleszyk, Amanda Sachau, Assigned County Commissioner, David Hanson
  - d. Community Advisory Members: Dr. Joseph Corser, Selena Beasley, Melinda Broden, Joseph Beaudreau, Jennifer Greenleaf, David LaZella, Jenny Vance,

### Roles and Responsibilities of Members

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- 1. Annual review and assessment of community needs.
- 2. Team will be visible and create opportunities for transparency to county and stake holders. Will host, minimum of 1 (one) community meeting every year per MOA This will serve to keep the county compliant with outreach to the municipalities.
- 3. Each member will read and be familiar with the Opioid Settlement MOA.
- 4. Identify community organizations and programs that are successful or need additional support.
- 5. Team will review allocation of dollars that ensure sustainability, reflective of community input and needs.
- 6. Team will identify and define the following:

## OPIOID SETTLEMENT

### STEERING COMMITTEE GUIDELINES

- a. Who is our ideal audience? What is the population size; number of people that will be impacted by allocation of dollars?
- b. What are the priorities of the community members?
- c. What will it cost, what training is needed, and who will lead this work?
- d. How will this project be sustained?
- 7. Members have a shared commitment to prevent misuse, reduce harm, support criminal justice system, and identify treatment and recovery options related to the catastrophic effects the opioid epidemic has on the Beltrami communities.
- 8. County members will attend 80% of regular schedule meetings to maintain membership. Steering committee will meet monthly (12 times per year) unless otherwise determined by a majority vote of the committee. A majority vote is needed to refill any vacancies.
  - a. Advisory Community members will attend 80% of the 6 (six) of bi-monthly meetings: serving for a minimum of a 2-year term.
- 9. Keep record of meeting minutes and a quorum (5) is needed for voting purposes.
- 10. Steering Committee will make recommendations of funding priorities to the Chief Strategist which will be presented to the Beltrami County Board for final approval.

## Role of Public Health Chief Strategists

- 1. Serves as the lead agency and Chief Strategists to identify, collaborate, and respond to local issues to determine appropriate ways to leverage and disburse Opioid Settlement Funds.
- 2. Shall act as facilitator to the Steering Committee.. Health and Human Services Director and Public Health Director will be co-chairs.
- 3. Will assist committees by, but not limited to or exclusive of, disseminating agendas, scheduling meetings, disseminating meeting minutes, manage application for Steering Committee, manage applications and materials related to funding and repository, present and make recommendations to the Beltrami County Board of Commissioners.
- 4. Reporting allocation and spending of funds according to the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum.

## **OPIOID SETTLEMENT**

### **STEERING COMMITTEE GUIDELINES**

- 5.** Communicate with HHS Finance Manger on allocation of dollars, balance, and confirmation of funds.
- 6.** Make meeting minutes available to the public.

## **Amendments and Approval**

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- 1.** Amendments of these guidelines can be proposed by any member. Proposed amendments will receive a majority vote of the committee and be presented to Beltrami County Board of Commissioners by Chief Strategist for approval.
- 2.** Adoption and Review: will be passed by a majority vote and reviewed every other year by the Steering Committee.



**Date: December 17, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

## **AGENDA BILL**

**SUBJECT:** Family Foster Care Licensing

**RECOMMENDATIONS:** County Board Approval

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

**CONTACT PERSON (Name and Phone Number):** Anne Lindseth, 218-333-4195

**DATE SUBMITTED:** December 2<sup>nd</sup>, 2024

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

**BUDGET IMPACT:** None

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

**BELTRAMI COUNTY BOARD MEETING  
December 17, 2024**

**LICENSING OF FOSTER FAMILY HOMES FOR CHILDREN**

**NEW LICENSURE**

None

**RENEWAL**

Diane Morrison  
3846 Adelia Dr SE  
Bemidji, MN 56601

**Closed**

Kathy & John Carrlson (relative only, adoption finalized)  
711 19<sup>th</sup> St NW  
Bemidji, MN 56601

Marci & Patrick Plemel (relative only, TPLPC finalized)  
1228 30<sup>th</sup> St NW, Apt 108  
Bemidji, MN 56601



Meeting Date: December 17th, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Health and Human Services Warrants

**RECOMMENDATIONS:** Approval of bills paid

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**DEPARTMENT OF ORIGIN:** Health and Human Services

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

**DATE SUBMITTED:** 12/11/24

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

**BUDGET IMPACT:** Budgeted Expenditures

**EXHIBITS:** Warrant Listing provided during work session

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





Meeting Date: 12/17/24  
Beltrami County Commission  
Consent Agenda

AGENDA BILL

**SUBJECT:** HHS 2025 Revenue Acceptance Authority

**RECOMMENDATIONS:** Approve a motion allowing HHS Director and Division Directors signatory authority to manage incoming revenues that are part of the approved 2025 county budget.

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**DEPARTMENT OF ORIGIN:** HEALTH & HUMAN SERVICES DEPARTMENT

**CONTACT PERSON:** Jeffrey Lind, Social Services Division Director

**DATE SUBMITTED:** December 11, 2024

**CLEARANCES:** Anne Lindseth, HHS Director

**BUDGET IMPACT:** See Exhibit A

**EXHIBITS:** Exhibit A (County Revenue Sources)

**SUMMARY STATEMENT:** Revenue Sources acceptance

As in previous years HHS is requesting board approval for Health and Human Services Director and Division Directors be granted authority to sign agreements to accept incoming monies that have already been approved through the approval of the County/ Health and Human Services budget.

Any new Money/Grants/Revenue sources/Contracts or major changes to the funds or funding would be brought to the Board for approval: Attached is the Current Revenue list for Beltrami County Health and Human Services.

This is not an exhaustive list of revenues. The revenues listed are those that have associated agreements, possible amendments and associated documents necessary for the funds to be released to the county. Board approval would grant signatory authority on these documents when necessary to accept the funds.

State Grant Name	County Contact	Description	2025 Grant Amount	County Match	State Contact
Basic Sliding Fee Child Care Assistance Program	Curt Anderson	Provides financial assistance to help families with low incomes pay for child care so that parents may pursue employment or education leading to employment, and that children are will cared for and prepared to enter	\$ 1,068,447.00	\$ 46,251.00	<a href="mailto:rhonda.lord@state.mn.us">rhonda.lord@state.mn.us</a>
Emergency General Assistance	Curt Anderson	Emergency Assistance for clients Conduct timely investigations of public assistance cases managed by Beltrami, Clearwater and Lake of the Woods County following FPI	\$ 8,705.00		<a href="mailto:jeremy.galley@state.mn.us">jeremy.galley@state.mn.us</a>
Fraud Prevention Investigation	Curt Anderson	Outline of Beltrami County's guideline to provide Access to Health Care services and obtain DHS approval of those Procedures	\$ 158,936.00		<a href="mailto:michelle.dehn@state.mn.us">michelle.dehn@state.mn.us</a>
Health Care Access	Curt Anderson	allocated consolidated fund following statute- This fund covers employment and training for cash assistance recipients, emergency assistance and a capped percentage of IMU costs	100% reimbursement of cost		<a href="mailto:Brian.Ombongl@transportation.DHS@state.mn.us">Brian.Ombongl@transportation.DHS@state.mn.us</a>
Minnesota Family Investment Program (MIFIP) Consolidated Support Services Grant	Curt Anderson	PDM funding supports county efforts to obtain electronic information from federal and state data sources to identify enrollees who may no longer be eligible for Medicaid or Minnesota Care.	\$ 929,764.00		<a href="mailto:jonathan.hausman@state.mn.us">jonathan.hausman@state.mn.us</a>
Periodic Data Match (PDM)	Curt Anderson		\$ 27,291.00		<a href="mailto:Lynn.Nguyen@state.mn.us">Lynn.Nguyen@state.mn.us</a>
Region 2 Adult Mental Health Initiative	Anne Lindseth	Region 2 grant with MOU between Hubbard, Lake of the Woods, Clearwater and Beltrami	\$ 1,439,281.00		<a href="mailto:Pamela.Sanchez@state.mn.us">Pamela.Sanchez@state.mn.us</a>
Mental Health Crisis	Anne Lindseth	Regional Grant for 24 hour telephone screening and triage for mental health crisis. Dispatch of crisis team to individuals to do crisis assessment and intervention.	\$ 2,275,826.00		<a href="mailto:sherry.greene@state.mn.us">sherry.greene@state.mn.us</a>
Mental Health ARPA Crisis	Jeff Lind	This is used to enhance the crisis response for those experiencing a mental Health crisis.	\$ 95,765.00		<a href="mailto:ienna.beeson.brevig@state.mn.us">ienna.beeson.brevig@state.mn.us</a>

Adult Protection Grant	Jeff Lind	The Adult Protective Services grant provides funding to be used for staffing for protection of vulnerable adults or to expand protective services	\$ 129,645.00	<a href="mailto:lynn.t.nguven@state.mn.us">lynn.t.nguven@state.mn.us</a>
Child Protection Grant	Jeff Lind	These funds must be used to address staffing for child protection or expand child protection services and must not be used to replace current county expenditures for these purposes.	\$ 212,027.00	<a href="mailto:Rebecca.wilcox@state.mn.us">Rebecca.wilcox@state.mn.us</a>
Child Protection Opioid Epidemic Response Account	Jeff Lind	Agency plan for use of grant funds	\$ 35,673.00	<a href="mailto:l.johnson@state.mn.us">l.johnson@state.mn.us</a>
Children's Mental Health Respite	Jeff Lind	These monies provide for respite services for youth at risk of out of home placement.	N/A at this time	<a href="mailto:Mary.paulson@state.mn.us">Mary.paulson@state.mn.us</a>
Children's Mental Health Screening	Jeff Lind	These monies are a part of the monies we give to BASC to re-grant out to local service providers to enhance mental health services and programs.	\$ 32,356.00	<a href="mailto:Regina.Acevedo@state.mn.us">Regina.Acevedo@state.mn.us</a>
Community Support Program	Jeff Lind	These monies are used to support people with MH issues. They provide for direct services to the client and support Hope house in providing drop-in services for clients	\$ 226,413.00	<a href="mailto:Pamela.Sanchez@state.mn.us">Pamela.Sanchez@state.mn.us</a>

Developmental Disability Semi-Independent Living Services (DD SILS)	Jeff Lind	Services needed by an adult with a developmental disability or related condition to live successfully in the community. 15% county match covered with Levy.	\$ 75,209.00	\$ 11,281.00	<a href="mailto:lynn.t.nguyen@state.mn.us">lynn.t.nguyen@state.mn.us</a>
Family Assessment Response (FAR)	Jeff Lind	Ensures children's safety and family stability by building on families' strengths and responding to individual needs. Children and parents get the help they need without being labeled.	\$ 14,071.00		<a href="mailto:Erin.Klumper@state.mn.us">Erin.Klumper@state.mn.us</a>
Family Support Grant	Jeff Lind	The FSG provides funding to families of children with certified disabilities. The goal is to prevent or delay out-of-home placement of children with disabilities and promote family health and social well-being by providing	\$ 10,000.00		<a href="mailto:Lynn.Nguyen@state.mn.us">Lynn.Nguyen@state.mn.us</a>
Parent Support Outreach	Jeff Lind	This is an early intervention program designed for families with young children	\$ 9,848.00		<a href="mailto:chad.hoag@state.mn.us">chad.hoag@state.mn.us</a>
Successful Transition to Adulthood for Youth (STAY)	Jeff Lind	provide youths ages 14 and older who are in out-of-home placement with a written independent living plan documenting needs and goals	\$ 27,000.00		<a href="mailto:Kim.Lemcke@state.mn.us">Kim.Lemcke@state.mn.us</a>
Transitions to Community	Jeff Lind	Funding to move person with mental illness out of St. Peter who no longer meet hospital level of care but need support above the waiver dollars available	\$ 100,000.00		<a href="mailto:allison.rose@state.mn.us">allison.rose@state.mn.us</a>
Vulnerable Children and Adults Grant	Jeff Lind	used to keep vulnerable children and adults safe and improve their well being	\$ 862,750.00		<a href="mailto:Yvonne.goodskv@state.mn.us">Yvonne.goodskv@state.mn.us</a>
Child and Teen Checkup Administrative Services (C&TC)	Amy Bowles	The Child and Teen Checkups (C&TC) program is Minnesota's federal Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program for children through age 20. It is administered by the Minnesota Department of Human Services (DHS) and not covered under the MDH master grant contract	\$ 166,685.00		<a href="mailto:amy.zeitz@state.mn.us">amy.zeitz@state.mn.us</a>

Strong Foundations (Family Home visiting)	Amy Bowles	Strong Foundations stabilizes and sustains existing home visiting programs while supporting start-up implementation of new home visiting programs seeking to address some of Minnesota's greatest disparities over a five-year period	\$ 192,500.00	no	health.fhvgrants@state.mn.us Biringer and Sue Evy Catherine
Health Resources and Services Administration (HRSA)	Amy Bowles	Increase access to home visits for pregnant moms. Ends 8/31/25 Partnership with Sanford Health	\$ 138,299.00	no	Donna.Bunger@sanfordhealth.org
Local Public Health Grant (LPH)	Amy Bowles	Flexible, stable, non-categorical grant funding to support local public health infrastructure and develop action plans to address the local priorities.	\$ 276,136.00	75%	health.ophp@state.mn.us Finley, deeann.finley@state.mn.us (Dee) DeeAnn
Public Health Emergency Preparedness Grant (PHEP)	Amy Bowles	Funds support priority activities guided by 15 public health preparedness capabilities (national standards for state and local planning) to identify risks, determine priorities, and plan for public health threat caused by natural, accidental, or intentional means.	\$ 44,585.00	no	amy.smith@state.mn.us or health.phep@state.mn.us
Temporary Assistance for Needy Families Home Visiting and Teen Pregnancy Prevention (TANF)	Amy Bowles	Fund family home visiting for families at or below 200 percent poverty and who are at risk including but not limited to child abuse, child neglect or juvenile delinquency. Can be used for WIC and group teen pregnancy prevention efforts.	\$ 54,856.00	no	health.fhvgrants@state.mn.us Biringer and Sue Evy Catherine
Title V/Maternal Child Health	Amy Bowles	Funding for broad array of MCH services to improve the health and wellbeing of pregnant women, infants, children and adolescents, children and youth with special health care needs.	\$ 57,622.00	50%	Elizabeth Taylor-Schiro/Biidabiniikwe elizabeth.taylor-schiro@state.mn.us
CDC Infrastructure Public Health	Amy Bowles	Funding to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce. Ends 2027	\$ 146,000.00	no	alicia.waters@state.mn.us
Response Sustainability Grant	Amy Bowles	The commissioner of health must establish a local and Tribal public health emergency preparedness and response grant program that must align with the Centers for Disease Control and Prevention's issued report: Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health.	\$ 111,095.00	no	amy.smith@state.mn.us or health.phep@state.mn.us

<p><b>Women, Infants and Children (WIC)</b></p>	<p><b>Amy Bowles</b></p>	<p>WIC provides funding for nutrition and breastfeeding support for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk.</p>	<p>\$ 261,600.00</p>	<p>no</p>	<p>kayla.k.vang@state.mn.us health.wic@state.mn.us</p>
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Meeting Date: Dec. 17,2024  
Beltrami County Commission  
Consent Agenda

AGENDA BILL

**SUBJECT:** County Burial Policy

**RECOMMENDATIONS:** Approve Policy, application and negotiated costs as presented

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**DEPARTMENT OF ORIGIN:** Health and Human Services

**CONTACT PERSON:** Anne Lindseth, Director

**DATE SUBMITTED:** 12/11/2024

**CLEARANCES:** Tom Barry, County Administrator

**BUDGET IMPACT:** Costs for county burials are budgeted into the HHS budget annually.

**EXHIBITS:** Policy and Application, Cost sheet

**SUMMARY STATEMENT:** The county is responsible for burials for those without means per statute 261.035. Annually the burial policy is reviewed by HHS staff and if changes are needed the policy is sent to the county board for approval. Costs are negotiated with area funeral homes. The negotiated costs are in the attached cost sheet. That cost sheet will not be published with the application. As county costs are different than costs for the general public the policy no longer includes the negotiated costs.

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**BELTRAMI COUNTY HEALTH & HUMAN SERVICES**  
**County Burial Assistance Policy & Application**  
**January 1, 2025**

- **Please read entire policy and application thoroughly to understand the process.**
- **Application for a County Burial must be received at the County within 7 days of a Beltrami County residents' death (excluding Holidays) or application will be denied.**
- **A decedent being a recipient of a public assistant program (FS, MA, MFIP, etc..) does not automatically make them eligible or qualify for a county burial.**
- **Assets and income will need to be verified and submitted and reviewed before an approval or denial of a county burial.**
- **Application must be made prior to any funeral arrangement being completed for a county burial. Beltrami County does not reimburse for funeral costs after the fact.**

**PURPOSE/AUTHORITY**

In accordance with MN Statue 261.035, Beltrami County will provide for the immediate burial or direct cremation for residents of the county who have no apparent means to provide for the decedent's funeral or final disposition. If neither the wishes of the decedent or the practices of the decedent's faith tradition are known, nor the county has information about the existence or location of any next of kin, the county may authorize and provide for cremation of the person's remains and interment. As allowed by law, the County will attempt to recover its costs from the estate of the deceased.

Beltrami County will consider application for county burial for a baby that has deceased after a live birth as defined in 4600.0100, Sub Part 4, MN Health Department Rule or when a child is stillborn past gestational age of 20 weeks as defined in 4600.100, Sub Part 3, MN Health Department Rule and in accordance with fetal death reporting guidelines as defined in 4600.1800, MN Health Department Rule.



## **APPLICATION PROCESS**

Application for a county burial can be made by a relative, friend of the deceased, or a funeral home director. Applications must be made prior to any funeral arrangement, application must be completed and within 7 days (excluding holidays) of the person's passing. Verification of the balance in any accounts held by the decedent, at time of death and 60 days prior to death, is required before the application can be reviewed for approval. It is understood that if any Go Fund Me or other such accounts have or will be set up to pay for funeral or memorial expenses, county burial approval will be denied.

***County payment must be accepted as payment in full for items included in the county burial policy.*** The county funded disposition is not intended to supplement other monies available for such services. No substitutions will be allowed and if insisted upon, the family and/or friends will be obligated to pay for the entire cost of the funeral. Items of a special nature (i.e. oversized casket or outside receptacle) will be individually considered and need to be prior authorized.

If a request is approved, it is understood that all resources (including but not limited to assets, balances of certificates of deposit/checking/savings accounts, life insurance, etc.) of the decedent shall be obtained by Beltrami County to offset the expense of the county burial. After approximately thirty (30) days, the county will close out any accounts held by the decedent. In addition, where applicable, any death benefit available must be applied for and shall be turned over to the county. If other resources or assets become available to the deceased estate, it is understood that the county will be notified immediately.

Beltrami County will not pay for any extra fees associated with the disposition of the remains. Only the actual price of the lot and actual grave digging expense will be paid. Receipts for these services must accompany the voucher submitted by the funeral home. The only allowable expenses for a county burial are outlined in the Disposition Allowance Expense sheet below. No exceptions.

If burial assistance is requested for decedents for whom Beltrami County is financially responsible, but all the burial services are being provided in another county, the out of county funeral homes must agree to the terms of Beltrami County's Burial Policy or an agreement reached between the funeral home and Beltrami County prior to any funeral arrangements being made.

All applications and reimbursement for Beltrami County burials will be determined on a case-by-case basis.

## **ELIGIBILITY DETERMINATION**

Must be a resident of Beltrami County or as determined by Policy for County of Financial Responsibility. Resources owned by the deceased at the time of death, and within 60 days prior to death, are considered available to help defray the burial costs. Verifications are required.

If available assets and income exceed \$4,000.00 or more burial assistance will be denied.

Eligibility for burial assistance can only be determined after a completed application is submitted to Beltrami County. Determination of eligibility for county burial assistance will be made after the receipt of all required information. Required information includes:

- A completed and signed application form within 7 days from date of death (excluding holidays).
- Verifications of all the decedent assets and income at time of death and 60 days prior to death.
- Any other requested verifications needed to determine eligibility.

If an application is incomplete or received without required verifications, the application may be denied unless arrangements are made with Beltrami County for an extension in receiving such verifications. Non-cooperation by applicant will result in a denial of application for county burial.

### **ASSETS/INCOME**

Real estate property owned whether homestead or not are grounds for immediate denial of county burial. Available assets and income include, but are not limited to, all vehicles and recreational vehicles, boats, trailers, RV's, etc. will need to be determined or verified for current value. All financial institution accounts, nursing home accounts, capital credit ownership, retirement accounts, pensions, life insurance policies, social security, veteran's benefits, or burial trusts will all be considered whether jointly held or not.

**YOU MAY RETURN YOUR COMPLETED, SIGNED APPLICATION TO:**

1. **ONLINE:** <https://www.co.beltrami.mn.us>
2. **DROP OFF:** Beltrami County Health & Human Services – second floor reception area.  
616 America Ave. NW  
Bemidji, MN 56601
3. **FAXING:** 218-333-4131
4. **CONTACT:** Hannah 218-333-8319  
Shelly 218-333-4145

**DISPOSITION ALLOWANCE EXPENSES**

<b>*Immediate Earth Burial</b>		<b>**Immediate Cremation</b>	
Professional Services	Included	Professional Services	Included
Embalming	N/A	Embalming	N/A
Local transportation for initial removal of the body to funeral home and cemetery.	Included	Local transportation for initial removal of the body.	Included
Consultation with the family or responsible party; staff and facilities to respond to initial requests for service; coordinating service plans with cemetery, crematory and/or other parties involved in the final disposition of the deceased; securing official documents including notify Social Security Administration and filing Death Certificate with the state along with other necessary registrations and sheltering of the deceased.	Included	Consultation with the family or responsible party; staff and facilities to respond to initial requests for service; coordinating service plans with cemetery, crematory and/or other parties involved in the final disposition of the deceased; securing official documents including notify Social Security Administration and filing Death Certificate with the state along with other necessary registrations and sheltering of the deceased.	Included
Basic Casket	Included	Alternative container for immediate cremation	Included
Oversized casket, when necessary Upon prior approval	Included if needed	Urn	Included
Outside receptacle (grave box) when required by cemetery	Included	Cremation Fee (maximum)	Included
Visitation	None	Visitation	None
Graveside Service	None	Graveside Service	None
Non-local transportation (if required) outside of Beltrami County	Per loaded mile	Non-local transportation (if required) outside of Beltrami County	Per loaded mile
Outside of State Transportation or Burial	None	Outside of State Transportation or Burial	None
Single Grave Space	Actual cost	Single Grave Space	Actual cost
Opening/Closing	Actual cost	Opening/Closing	Actual cost

- **Any out of state transportation or burial sites costs will be the responsibility of who ever is making those arrangements and not the responsibility of Beltrami County.**
- **Beltrami County does NOT reimburse for the cost of burials/cremations. If payments or arrangements to the funeral home, cemetery or cremation services are made prior to the application for burial assistance OR approval of a pending application, the application for services will be denied.**



**BELTRAMI COUNTY BURIAL ASSISTANCE APPLICATION**

County Burials must always be preauthorized. If you have not already done so, please inform the Funeral Homes that you are applying for county assistance, as they must adhere to the Burial Allowance Policy approved by the Beltrami County Board of Commissioners.

Deceased Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Tribal Member:  Yes  No Reservation Affiliation: \_\_\_\_\_

Last Residence: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_\_

City & State of Death: \_\_\_\_\_

Surviving Spouse/Parent: \_\_\_\_\_

Name of Funeral Home: \_\_\_\_\_

Funeral Home Contact and Phone: \_\_\_\_\_

To the best of your knowledge, please list all known assets of the deceased.

Account Type	Yes	No	Location	Last Known Balance or Value
Nursing Home Acct.	<input type="checkbox"/>	<input type="checkbox"/>		
Checking/Money Market	<input type="checkbox"/>	<input type="checkbox"/>		
Savings Acct.	<input type="checkbox"/>	<input type="checkbox"/>		
Retirement / Pension Acct.	<input type="checkbox"/>	<input type="checkbox"/>		
Cert. of Deposit	<input type="checkbox"/>	<input type="checkbox"/>		
Life Insurance / Annuities	<input type="checkbox"/>	<input type="checkbox"/>		
Vehicles/Boats/RV's/ Recreational Vehicles	<input type="checkbox"/>	<input type="checkbox"/>		
Burial Trust	<input type="checkbox"/>	<input type="checkbox"/>		
SS/VA Benefit	<input type="checkbox"/>	<input type="checkbox"/>		
Real estate (house, land)	<input type="checkbox"/>	<input type="checkbox"/>		
Go Fund Me/Misc	<input type="checkbox"/>	<input type="checkbox"/>		

**RIGHTS AND RESPONSIBILITIES**

Please read the following statements. If you do not understand a statement, please ask that it be explained to you. Sign below to indicate that you have read and understood the statements.

- I will provide proof of all income and assets listed above to determine County Burial Assistance eligibility. I understand that eligibility cannot be determined until all assets and income are verified. Verification must be received within 7 days of the date of application (excluding holidays) or within approved extension time. Verifications must be verified 60 days prior to death and as of the date of death.
- I allow Beltrami County to exchange information with the funeral director to determine eligibility for County Burial Assistance for the decedent listed on this application. I also allow Beltrami County to obtain information about the income and assets of the deceased from any resources available to Beltrami County.
- I declare, under any applicable penalties of criminal liability provided in the laws of the State of Minnesota that all statements contained in this application, to the best of my knowledge and belief, are true, correct, and complete.
- I agree to notify Beltrami County if any resources not listed in this application are located after I have completed this form. I understand that all resources of the deceased must first be used to defray any burial expenses authorized or paid for by Beltrami County.
- I understand that if I knowingly provide false information on this application, I may be subject to prosecution for fraud and legal action may be initiated to recover any burial expenses paid by Beltrami County.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Information about person completing application: (please print)**

Name: \_\_\_\_\_

Relationship to Deceased: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_



**Health and Human Services**  
 616 America Ave NW, Bemidji, MN 56601  
 Anne Lindseth, Director  
 anne.lindseth@co.beltrami.mn.us  
 Telephone: 218-333-8300

<b>*Immediate Earth Burial</b>		<b>**Immediate Cremation</b>	
Professional Services	\$2,455.00	Professional Services	\$2,100.00
Embalming	N/A	Embalming	N/A
Local transportation for initial removal of the body to funeral home and cemetery.	Included	Local transportation for initial removal of the body.	Included
Consultation with the family or responsible party; staff and facilities to respond to initial requests for service; coordinating service plans with cemetery, crematory and/or other parties involved in the final disposition of the deceased; securing official documents including notify Social Security Administration and filing Death Certificate with the state along with other necessary registrations and sheltering of the deceased.	Included	Consultation with the family or responsible party; staff and facilities to respond to initial requests for service; coordinating service plans with cemetery, crematory and/or other parties involved in the final disposition of the deceased; securing official documents including notify Social Security Administration and filing Death Certificate with the state along with other necessary registrations and sheltering of the deceased.	Included
Basic Casket	\$628.00	Alternative container for immediate cremation	Included
Oversized casket, when necessary Additional maximum	\$300.00	Urn	Included
Outside receptacle (grave box) when required by cemetery (maximum)	\$700.00	Cremation Fee (maximum)	\$446.00
Visitation	None	Visitation	None
Graveside Service	None	Graveside Service	None
<b>Maximum Sub-Total</b>	<b>\$4,083.00</b>	<b>Maximum Sub-Total</b>	<b>\$2,546.00</b>
Non-local transportation (if required) outside of Beltrami County	\$2.25 per loaded mile	Non-local transportation (if required) outside of Beltrami County	\$2.25 per loaded mile
Single Grave Space	Actual cost	Single Grave Space	Actual cost
Opening/Closing	Actual cost	Opening/Closing	Actual cost

- Any out of state transportation or burial sites costs will be the responsibility of who ever is making those arrangements and not the responsibility of Beltrami County.
- Beltrami County does NOT reimburse for the cost of burials/cremations. If payments or arrangements to the funeral home, cemetery or cremation services are made prior to the application for burial assistance OR approval of a pending application, the application for services will be denied.

Revised 1/1/25

Approved by Beltrami County Board



Meeting Date: December 17th, 2024  
Beltrami County Commission  
Consent Agenda

AGENDA BILL

**SUBJECT:** Determination of Need to expand Day Services

**RECOMMENDATIONS:** Approve a motion allowing HHS Director and Division Directors signatory authority to Work with the State of MN to expand Day Services for County Residents

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**DEPARTMENT OF ORIGIN:** HEALTH & HUMAN SERVICES DEPARTMENT

**CONTACT PERSON:** Jeffrey Lind, Social Services Division Director

**DATE SUBMITTED:** December 11, 2024

**CLEARANCES:** Anne Lindseth, Director

**BUDGET IMPACT:** See Exhibit A

**EXHIBITS:** Exhibit A Determination of Need application

**SUMMARY STATEMENT:** Beltrami County is in need of Day Services for our Adult population. Recently the Department of Human Services did a site visit to a local provider of this service, after inspecting the premises, they issued a correction order that the provider was unable to comply with due to structural changes that would have been required. Based upon the required change and increased costs, the provider chose to discontinue providing this specific service for this population.

The Occupational Development Center has decided to begin providing this service here in Beltrami County, with an emphasis on employment and skill building programming. ODC will begin providing programming to those that were left without services and will likely expand beyond that as referrals are received upon receiving a license from the state of Minnesota.

DAY SERVICES

# Determination of need application to expand day services

## Instructions

Lead agencies must use this form when they want to develop new day services or expand, change or increase existing day services for people with disabilities.

For more information on the request process and DHS' legal authority, see the Day services need determination page in the Community-Based Services Manual (CBSM).

**When completed, submit this form and any additional documentation using the "submit" button on Page 4.**

## Lead agency information

DATE 12/2/0202	NAME OF LEAD AGENCY Beltrami County	CONTACT PERSON'S NAME Jeff Lind	CONTACT PERSON'S TITLE/POSITION Social Services Divisi	PHONE (218) 333-4196
CONTACT PERSON'S EMAIL jeffrey.lind@co.beltrami.mn.us		CITY Bemidji	STATE MN	ZIP CODE 56601

## Day services provider information

SERVICE PROVIDER NAME Occupational Development Center,	CONTACT PERSON Kacey Malterud	PHONE (218) 558-3011
CONTACT PERSON'S EMAIL kmalterud@odcmn.org	CONTACT PERSON'S TITLE/POSITION Compliance Director	FAX NUMBER (218) 681-7635
STREET ADDRESS 1219 Naylor Dr SE	CITY Bemidji	STATE MN
ZIP CODE 56601	CORPORATE (PARENT) NAME	
NPI/UMPI NUMBER	DHS LICENSE NUMBER 1068435	

## Request

Based on the service and support needs identified in the Coordinated Services and Support Plans and Addendums (CSSP and CSSP Addendum), we request to: (check all that apply)

<input type="checkbox"/>	<b>Develop a new facility-based, day services program</b>
IF SO:	<ul style="list-style-type: none"> <li>Provide a summary of the need for services and supports as identified within the CSSPs and CSSP Addendums</li> <li>Provide a summary of the proposed services and supports to be provided to people.</li> </ul>
<input type="checkbox"/>	<b>Develop a new congregate, community-based, day services program</b>
IF SO:	<ul style="list-style-type: none"> <li>Provide a summary of the needs for services and supports as identified within the CSSPs and the CSSP Addendums</li> <li>Provide a summary of the proposed services and supports to be provided to people</li> </ul>
<input checked="" type="checkbox"/>	<b>Develop a new day services program satellite facility</b>
IF SO:	<ul style="list-style-type: none"> <li>Provide a summary of need</li> <li>Provide the number of people that will be served</li> </ul>

CONTINUED ON NEXT PAGE



<input type="checkbox"/>	<b>Increase DHS licensed day services program facility capacity</b> (e.g., increase the number of people with disabilities who receive day services within the service provider's facility) IF SO • Provide a summary of need, the number of people that will be served
<input type="checkbox"/>	<b>Increase the number of service days providing day services</b> (not to exceed 23 days a month)
<input type="checkbox"/>	<b>Change the location of the day services provider's facility/site</b> IF SO • Provide the present and future addresses • Provide the increases in primary, usable square footage within the new facility(s) for the purpose of increasing the number of people with disabilities who receive day services.
<input type="checkbox"/>	<b>Change the fundamental program/services provided to people</b> IF SO • Provide a summary of the proposed services and supports to be provided
<input type="checkbox"/>	<b>Change the DHS license to serve a different age group of people</b>

**Requirements**

The lead agency must base the development of new day services or the expansion and modification of existing day services upon service needs identified in the Coordinated Services and Support Plan and Addendum (CSSP and CSSP Addendum) as required by Minn. Stat. §256B.092, subd. 1b.

Do all the people who either currently receive or who will receive day services have a current CSSP and CSSP addendum that meets the statutory requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
--	---

**Changes**

In column A, list the current license conditions. In column B, list any proposed changes. If you do not request a change in column B, write N/A.

CHANGES	COLUMN A (CURRENTLY)	COLUMN B (PROPOSED)
No more than this number of persons can be served on site at any one time.		
Age of persons served (as stated on License)		

**Lead agency board comments and approval**

DHS suggested changes to a current providers programming that they can not change, as such this provider will no longer be providing this service. ODC has decided to move forward with taking on Day Support services with an emphasis on employment sand skill development service for Beltrami County residents. This is a much needed service here in Beltrami County.

The lead agency (county/tribal) board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY/TRIBAL BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE	DATE OF COUNTY/TRIBAL BOARD ACTION
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## Additional requirements

Answer the following items (If the items are not relevant to this application, write N/A).

1. Describe how the lead agency's proposed day services determination of need request application is related to the service needs identified in the lead agency's:

- A. Community health and human services plan
- B. Community social services administration (CSSA) plan
- C. Lead agency needs determination/gaps analysis reporting
- D. CSSPs and CSSP addendums for people with developmental disabilities.

This service was being provided locally by Adult Day Services of Bemidji. DHS required changes to their structure that they were unable to comply with. The Occupational Development Center has agreed to pick up these services and will be serving the current clients and will continue to take on more as space and license allows.

2. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that were considered and ruled out as viable alternative options to day services, and why.

There were no other options as DHS required program changes that a current provider is unable to comply with. This service is a much needed service here in Beltrami County and ODC has offered to provide them in a way that meets the needs of Beltrami County Residents.

3. Describe how your lead agency provided information about informed choice and viable/alternative service and support options to day services.

With out the new provider there will only be one option. We intend to ensure clients have options for Day Services programing that meets their diverse needs.

4. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that could be used as viable alternative options to day services in the future.

Adult Day Services, Assistive technology, ILS, Individualized Home Supports, Integrated Community Supports,, all of these services are severely limited due to a lack of regional resources.

5. Describe how the lead agency's proposed request ensures that current and prospective people receiving day services and supports will have all of the following:
- A. Individualized services and supports that meet their needs and preferences
  - B. Individualized opportunities to seek competitive employment and work at competitively paying jobs in the community with people without disabilities and with or without support services
  - C. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities.

Case manager will employ a person centered approach to look at the individual needs of each person serviced in this program.

6. The lead agency assures the day services provider has policies and practices that protect and support:

A. The right to privacy, dignity and respect?	<input checked="" type="radio"/> Yes <input type="radio"/> No
B. Personal autonomy, independence and control of resources?	<input checked="" type="radio"/> Yes <input type="radio"/> No
C. Accessibility and freedom from restraint?	<input checked="" type="radio"/> Yes <input type="radio"/> No
D. Individualized services and supports that meet people's needs and preferences?	<input checked="" type="radio"/> Yes <input type="radio"/> No
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	<input checked="" type="radio"/> Yes <input type="radio"/> No
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	<input checked="" type="radio"/> Yes <input type="radio"/> No

### What if I have questions?

If you have questions, or need help, contact the DSD Response Center via email [DSD.ResponseCenter@state.mn.us](mailto:DSD.ResponseCenter@state.mn.us) (preferred) or by phone at 651-431-4300 or 866-267-7655.

To send via U.S. mail, write to:

Minnesota Department of Human Services, Community Supports Administration  
 Disability Services Division, ATTN: DSD Response Center  
 PO Box 64967  
 St. Paul, MN 55164-0967

### How do I submit this application?

Use the submit button below to email this complete form to DHS. If applicable, remember to attach your documentation to the email before you send it.





**Meeting Date: December 17, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** Bike/Pedestrian Trail along CSAH 7

**RECOMMENDATIONS:** Approve resolutions supporting project and grant applications

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**DEPARTMENT OF ORIGIN:** Public Works - Highway

**CONTACT PERSON:** Bruce Hasbargen, Public Works Director/County Engineer

**DATE SUBMITTED:** 12/9/24

**CLEARANCES:** none

**BUDGET IMPACT:** These two grants do not require a match

**EXHIBITS:** Two resolutions

**SUMMARY STATEMENT:**

There has been ongoing consideration to develop a pedestrian/bike trail along CSAH 7 (Division Street) from town out to the High School and further out to the Gene Dillion Elementary School.

The City of Bemidji has received funding to construct the section of trail from Park Avenue out to the Jefferson Avenue roundabout (Phase 1).

Beltrami County has received funding to construct the section of trail from the Jefferson roundabout out to the High School entrance (Phase 2).

The State currently has two grant opportunities that would provide 100% funding: MnDOT Active Transportation Infrastructure Program Grant and MnDOT Safe Routes to School Infrastructure Program Grant. With Board support we would submit applications for both grants for construction of the section of trail from the High School entrance out to the Becida Rd roundabout (Phase 3).

**Resolution Supporting the County State Aid Highway (CSAH) 7 Multi-Use Trail Project and Application for the Minnesota Department of Transportation (MnDOT) Safe Routes to School Infrastructure Program Grant**

**WHEREAS, CSAH 7 is a main route into the City of Bemidji from the southwest part of Beltrami County; and**

**WHEREAS, the Bemidji High School and Gene Dillion Intermediate School are located along CSAH 7 and they generate significant traffic from all types of users of the school facilities; and**

**WHEREAS, CSAH 7 is part of the Mississippi River Bike Trail and the Great River Road which generate bicycling and other traffic; and**

**WHEREAS, the MnDOT Safe Routes to School Infrastructure Program Grant can help provide funds for an off-street trail; and**

**WHEREAS, the Beltrami County Board of Commissioners desires funding for Phase 3 of the CSAH 7 multi-use trail project.**

**NOW THEREFORE BE IT RESOLVED that the Beltrami County Board of Commissioners supports the CSAH 7 multi-use trail project.**

**BE IT FURTHER RESOLVED that the Beltrami County Board of Commissioners supports the application for the MnDOT Safe Routes to School Infrastructure Program Grant to help fund Phase 3 of this project.**

**BE IT FURTHER RESOLVED that the Beltrami County Board of Commissioners supports funding the engineering, right of way, inspection, non-eligible costs, as well as eligible costs in excess of the grant amount.**

**Resolution Supporting the County State Aid Highway (CSAH) 7 Multi-Use Trail Project and Application for the Minnesota Department of Transportation (MnDOT) Active Transportation Infrastructure Program Grant**

WHEREAS, CSAH 7 is a main route into the City of Bemidji from the southwest part of Beltrami County; and

WHEREAS, the Bemidji High School and Gene Dillion Intermediate School are located along CSAH 7 and they generate significant traffic from all types of users of the school facilities; and

WHEREAS, CSAH 7 is part of the Mississippi River Bike Trail and the Great River Road which generate bicycling and other traffic; and

WHEREAS, the MnDOT Active Transportation Infrastructure Program Grant has graciously provided funding for Phase 2 of the CSAH 7 multi-use trail project; and

WHEREAS, the Beltrami County Board of Commissioners desires funding for Phase 3 of the CSAH 7 multi-use trail project.

NOW THEREFORE BE IT RESOLVED that the Beltrami County Board of Commissioners supports the CSAH 7 multi-use trail project.

BE IT FURTHER RESOLVED that the Beltrami County Board of Commissioners supports the application for the MnDOT Active Transportation Infrastructure Program Grant to help fund Phase 3 of this project.

BE IT FURTHER RESOLVED that the Beltrami County Board of Commissioners supports funding the engineering, right of way, inspection, non-eligible costs, as well as eligible costs in excess of the grant amount.



**Meeting Date: Dec. 17, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Twp and City Maintenance Agreements**

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

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**DEPARTMENT OF ORIGIN: Highway**

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

**DATE SUBMITTED: Dec. 9, 2024**

**CLEARANCES: None**

**BUDGET IMPACT: None**

**EXHIBITS: Summit Township Maintenance Agreement and Resolution**

**SUMMARY STATEMENT:**

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

## TOWNSHIP ROAD MAINTENANCE AGREEMENT

**THIS AGREEMENT** is entered into this 9 day of December, 2024, between the Township of SUMMIT, located within Beltrami County (hereinafter referred to as "the Township"), and Beltrami County, a political subdivision of the State of Minnesota (hereinafter referred to as "the County").

IT IS HEREBY AGREED THAT:

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

**A. Blading of Gravel Roads:**

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

The optimum frequency will be blading twice per month. However, the frequency will be dependent on road and weather conditions. Blading is most effective when adequate moisture is present in the gravel surface. Blading of dry material degrades the aggregates, causes loss of binder, and leaves a loose surface which reduces the life of the gravel road. Additional blading may be done in the spring and fall to help maintain the road surface.

2. The County will maintain the shoulder area that slopes directly away from the edge of the driving surface. Periodic shoulder gravel reclamation may be performed to reduce high shoulders.
3. The Township will furnish a gravel road with a properly crowned driving surface, adequate gravel, a shoulder area that slopes away from the edge of the driving surface, and a ditch. If not provided the County reserves the right to discontinue blading services.
4. The Township will furnish roads with adequate clearance for equipment and turn-around location. If not provided the County reserves the right to discontinue blading service.
5. The Township will be responsible for all ditch and culvert maintenance, road repairs, graveling, frost boil repairs and all items not specifically described in items 1 & 2 above.

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

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



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

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

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

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

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

- B. Engineering services require a minimum advanced notice of fifteen (15) months prior to the desired start of work. Projects of high complexity may require additional advanced notice.
- C. Services may include full construction plans, bid proposal, cost estimate, documentation for permits (MPCA, WCA, DNR, and COE), advertising for bids, contract administration, and staffing for construction inspection.
- D. The County will continue to provide town bridge safety inspections at no cost to the Township.

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

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

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

- A. The Township shall promptly inform the County of any known conditions requiring maintenance, repair, or warnings.
- B. The Township shall be responsible for making decisions regarding road closure due to hazardous conditions. In the event the County becomes aware of hazardous conditions that it deems serious enough to warrant immediate warnings or closure, it shall first attempt to receive approval from the Township Board Chairman prior to taking action. If contact cannot be made within a reasonable period of time, the County is authorized to take protective measures. In the event that hazardous conditions require the County to install warning signs and closures, the Township will be billed for the sign rental, delivery, and pick up.

- C. The Township shall at all times maintain liability insurance in the minimum amounts established by Minn. Stat. 466, as amended.
  - D. The Township shall be responsible for maintaining traffic signs on all Township Roads.
  - E. The Township is responsible for taking and investigating citizen complaints regarding Township Roads.
- VI. Payment:** For all the services provided herein, the price to be paid by the Township shall not be less than the cost to the County for the use of labor, equipment, materials and contracted services. The rates will be set by the County Board annually.
- A. Basic Services A. and B.
    - 1. Will be billed at an hourly rate as set by the County Board.
  - B. Additional Services
    - 1. Will be billed at the hourly rate set by the County Board.
  - C. Engineering Services
    - 1. Will be billed at the employee labor rate, including the labor benefit additive, for all time spent on the project.
    - 2. The cost of any outside services or fees shall be billed directly to the Township or the Township will reimburse the County at cost, with no markup.
    - 3. Any County owned materials used on the project will be billed at the County inventory rate plus a handling and administration fee set by the County Board.
  - D. Materials and Contracted Services
    - 1. Materials will be billed at the County inventory rate plus a handling and administration fee set by the County Board.
    - 2. Contracted Services will be billed directly to the Township or the Township reimburse the County at cost, with no markup.
    - 3. Contracted Services will also be billed for all employee time spent on the project at the employee labor rate, including the labor benefit additive.
  - E. All services will be billed monthly.
  - F. Payment shall be made by the Township within forty-five (45) days of receipt of billing from the County. All unpaid balances are subject to a 1.5% per month interest penalty.
  - G. For any unpaid balances the Township acknowledges that such amount can be deducted from the Township's annual Town Road allotment.

**VII. Indemnification:** Each party shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each party agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Contract. Liability limits shall be accordance with the minimums specified in Minn. Stat. Ch. 466 or its successors and nothing herein shall constitute a waiver by either party of said limitations or exceptions to liability.

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

SUMMIT TOWNSHIP

BELTRAMI COUNTY

By: [Signature]  
Township Chairman

By: \_\_\_\_\_  
County Board Chair

A Township resolution authorizing the execution of this agreement was approved by the Township Supervisors on the 9 day of December, 2024. DL

\_\_\_\_\_  
Attested by Township Clerk

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

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

APPROVED AS TO FORM AND EXECUTION

\_\_\_\_\_, 2024

\_\_\_\_\_  
County Attorney

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

DATE:

RESOLUTION #

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

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

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

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

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

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

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

YES

NO

Gaasvig  
Gould  
Anderson  
Sumner  
Carlson

---

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF BELTRAMI        )

I, Tom Barry County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on December 17, 2024, now on file in my office and have found the same to be a true and correct copy thereof.

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Thomas H. Barry, County Administrator



Meeting Date: December 17, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT: Personnel Policy Updates**

**RECOMMENDATIONS:** Adopt the changes to the Beltrami County Personnel Policy as presented as part of the consent agenda.

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**DEPARTMENT OF ORIGIN:** Human Resources

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

**DATE SUBMITTED:** December 11, 2024

**CLEARANCES:** County Class/Comp Work Group, Management Team, and Finance

**BUDGET IMPACT:** N/A

**EXHIBITS:** Personnel Policy Changes Index, Vehicle Use and Procedure, Wireless Communication Device

**SUMMARY STATEMENT:** Our personnel policy establishes a foundation for both employees and management, promoting consistency and clarity in workplace procedures. It helps ensure that policies are applied effectively, minimizing confusion and mitigating potential risks. The recent updates reflect developments throughout the year, recommendations from the County Class/Comp Work Group, and input from MCIT.

## Personnel Policy Changes Index

Effective 12/18/2024

### **8.2.1 Overtime**

We are proposing this change to the personnel policy for nonexempt employees by shifting the overtime threshold from 8 hours per day to 40 hours per payroll work week. This adjustment brings it in line with the practices observed by comparable office union employees, ensuring consistency and fairness across similar roles.

~~8.2.1 For each hour worked in excess of forty (40.0) in a regular payroll work week or eight (8.0) hours in a regular workday, an employee will receive pay at the rate of one and one half (1.5) times the employee's regular wage or one and one-half (1.5) hours of compensatory time off. For those employees regularly scheduled to workdays in excess of eight (8.0) hours (i.e., four ten-hour days per week) overtime will be paid or compensatory time earned for each hour worked in excess of forty (40.0) in a workweek or for each hour worked in excess of the regularly scheduled work day.~~

### **14 Expense Reimbursement**

Adjustments made due to the creation of the Vehicle Use and Incident procedures and Wireless Communication Device policy.

Reimbursement requests should be submitted within 60 days on the expense reimbursement form. Stipend requests must be submitted within the required time noted on authorization form(s).

~~14.2 COUNTY MOTOR POOL VEHICLES: Employees are urged to use vehicles from the county motor pool whenever possible. If a motor pool vehicle is not available, department heads and/or their designees may allow for the use of privately owned vehicles.~~

~~14.3 DRIVER'S LICENSE AND INSURANCE: Proof of a valid driver's license and auto insurance is required for employees who drive while conducting county business. Employees who operate county vehicles may have their driver's license status verify on an annual basis. Supervisors are required to verify proof of a valid driver's license for any employees who operate a vehicle for county business, and proof of insurance for any employees who drive personal vehicles in the course of their employment.~~

~~14.32.1 PRIVATELY OWNED VEHICLES: Refer to Article XX for complete vehicle use and procedures including driver's license requirement, auto insurance requirement, and obtaining approval for the use of a personal vehicle for county business. Employees who have supervisor authorization to use their personal vehicle to conduct official county business will be reimbursed for mileage at the current rate established by the Internal Revenue Service (IRS). The county will not authorize the use of motorcycles to conduct county business due to the hazards associated with this type of vehicle.~~

~~14.6.4 WIRELESS COMMUNICATION DEVICE: Refer to Article XX for the complete wireless communication device procedures and obtaining approval for the use of a wireless communication device. Approved employee-owned stipend approval cannot be retroactive and stipend authorization will be the first pay period following the approval date. Approved stipend level 1 is \$30.00/month and level 2 is \$60.00/month.~~

### **21.9 Transition to a New Compensation Plan**

The language has been revised to ensure that employees earning above their grade classification are still eligible for a COLA, supporting our efforts to promote employee retention and recognize the value of their contributions.

c. Employees being paid at a rate above the maximum rate established for their position classification shall have their base wage frozen at that level their current wage, only receiving applicable annual cost of living adjustments until such time as the maximum rate for their position equals the employee's wage.

### 22.1 Basis for Requesting a Job Evaluation Review

The language has been simplified, and the factors have been expanded beyond the limited set currently listed. This revision aligns with the use of the current evaluation method, which takes into account all aspects of the position.

A new job is being created/proposed for creation. ~~All new jobs that are being proposed for inclusion in the budget for the next calendar year should be reviewed before the budget process begins.~~

An existing job is being vacated and the County Administrator, the Director of Human Resources and/or the department head determine that a full review should be conducted.

There has been ~~a recent~~ significant changes in the position based on the defined Systematic Analysis and Factor Evaluation (SAFE) values associated with skill levels comprised of work characteristics and job factors -in the duties or responsibilities that influence complexity of skills, enhanced education requirements, or working conditions of the job sufficient to warrant reconsideration, as determined by the County Administrator, the Director of Human Resources and the department head. ~~Reconsideration of positions will happen no more than once per year, and then only with substantive change.~~

### 22.5.3 Lower Pay Grade

Revised to ensure that employees earning above their grade classification are still eligible for a COLA, helping to promote employee retention. It's important to note that this change should not be confused with a reorganization that eliminates a position or the creation of a new position.

If an incumbent's current position is moved to a lower pay grade and their salary is higher than the new range, the incumbent's base wagesalary will be frozen at their current wage, only receiving applicable annual cost of living adjustments. ~~until the range is adjusted upward and the salary falls within the range.~~

### 22.5.5 Red-Circle Rates

Repetitive of 21.9 and 22.5.3.

### 32. Code of Ethics

General ethics statement added; language is from SHRM.

Beltrami County expects all employees to conduct County business with integrity and to comply with all applicable laws in a manner that excludes considerations of personal advantage or gain.

### 35.10.3 Key Card Replacements pg 62

Request to add in current practice timeframe for clarification.

If you subsequently find the card within three business days, you may turn it in for a refund.

### Incorporate Attached Wireless Communications Device Policy Addendum

This provision has been created to establish a fair and consistent practice for all employees, ensuring equity and transparency across the organization.

### Incorporate Attached Vehicle Use and Procedure Policy Addendum

This change is presented to establish fair and consistent practices for all employees, based on the recommendations of MCIT, and to update an outdated county memo that contained inaccurate information.

### Approval of General Structure Changes

Class/Comp Study job titles and department names, index updates, article number adjustments, and reorganization of article placements will be made to incorporate the above changes and addendum policies into the relevant sections of the personnel policy.



**ARTICLE 1. PURPOSE**

The purpose of this Vehicle Use and Procedure Policy is to establish clear standards and expectations for Beltrami County employees while operating county owned vehicles, leased vehicles or personal vehicles for business purposes. It is the employee's responsibility to operate any vehicle while conducting county business in a safe manner and to drive defensively to prevent injuries and property damage. The county endorses all applicable local, state, and federal motor vehicle regulations relating to driver responsibility. This Policy also provides the procedure for auto accidents and incidents. This policy is in addition to Personnel Policy Expense Articles 14.2.1. Beltrami County reserves the right to amend or alter the terms of this policy.

**ARTICLE 2. POLICY**

This Policy applies to all authorized personnel who operate county vehicles and operate a personal vehicle while conducting county business. Authorized personnel include county employees, appointed and elected officials and authorized individuals hereafter referred to as employees.

- All employees operating vehicles must comply with state and municipal vehicle and traffic laws, and any applicable state or federal regulations.
  - Employees on prescription medication that may affect their ability to drive should not operate any county vehicle nor personal vehicle conducting county business. In this situation, employees should notify their supervisor or Human Resources.
- Employees driving a county vehicle must adhere to this policy regardless of whether they are on county paid time or not.
- Employees holding jobs requiring driving for business must, as a condition of employment, be able to meet the driver approval standards if needed to perform essential job functions.
- Employees may be subject to disciplinary action, up to and including termination for violations of this policy.
- Supervisors are tasked with monitoring incidents, accidents, and moving violations, and must report any concerns to the Human Resources Department.
- The privilege of operating a county vehicle may be revoked for various reasons and does not automatically grant permission to claim mileage reimbursement when using a personal vehicle. Examples of grounds for revocation include:
  - Non-compliance with this policy, county policies/procedures, or relevant laws.
  - Abuse or misuse of a county vehicle.
  - Loss of driver's license.
  - An employee's driving record demonstrating a pattern of unsafe or irresponsible driving.
- The county will not authorize the use of personal recreational vehicles to conduct county business due to the hazards associated with this type of vehicle. Such as but not limited to motorcycles, all-terrain vehicles, aircraft, and snowmobiles.
- Due to the unique nature of positions, equipment and duties for certain staff in the Sheriff's Office and the Public Works Department, personnel must also refer to departmental policies.

**ARTICLE 3. VALID INSURANCE AND LICENSE**

Beltrami County provides insurance coverage for all county-owned vehicles through the Minnesota Counties Insurance Trust (MCIT). Employees using personal vehicles for county business must maintain adequate personal auto insurance, as it is the employee's sole responsibility to ensure sufficient coverage. MCIT's insurance may be primary or secondary, depending on the situation, coverage, and whether a county or personal vehicle is used. Please note that neither the County nor MCIT covers losses to personal property while using either type of vehicle. It is crucial for employees to report any claims promptly, as failure to do so may result in denial of the claim.

Any employee without a valid driver's license will not be allowed to operate a county vehicle. Drivers must always carry their state driver's license while operating county vehicles. Licenses must be the proper classification for the vehicle driven. Employees who operate county vehicles or operates a vehicle for county business may have their driver's license status verify on an annual basis by their supervisor or the Human Resources Department.

Employees who hold a job that requires the use of a vehicle to perform job duties, either regularly or occasionally, are required to report any driver's license revocations or suspension immediately to their supervisors.

- This includes the revocation, suspension, or failure to obtain or renew applicable state and/or federal certification.
- Notification by the employee must take place prior to the start of their next shift immediately after being notified of a suspension/revocation or pending suspension/revocation.
- Supervisors must immediately report such cases to Human Resources.
- Following the loss of driving privileges, operation of a motor vehicle in relation to county business is prohibited unless an appropriate temporary driver's license has been issued by the State.
- Management will consider the factors regarding the employee's ability to continue employment to perform their normal assigned duties without a valid driver's license in accordance with this policy and applicable laws.

#### **ARTICLE 4. USE OF VEHICLE**

To reserve a County vehicle for use, contact your supervisor. When operating County vehicles:

- No other drivers are permitted to operate a county vehicle.
- Except in restricted areas on county property, no county vehicle shall be left unattended with the key in the ignition and all parked vehicles shall be locked when not in use. Do not leave valuable items visible in the vehicle.
- No smoking is allowed in county vehicles or equipment.
- All trash removed from the interior.
- Follow department guidelines which may include:
  - mileage tracked
  - fuel filled
  - vehicle washed
  - vehicle serviced or oil changed
- County vehicles are intended for county business; however, limited incidental personal use is permitted to encourage their use as a cost-effective alternative to mileage reimbursement.

- Employees may transport family members home, to school, or appointments if it does not significantly increase mileage. Family members are not permitted to travel more than 15 miles in a county vehicle per day.
- Employees are encouraged to utilize vehicles from the county motor pool whenever feasible.
  - If a motor pool vehicle is unavailable, department heads or their designees may approve the use of personal vehicles.
  - Employees with special circumstances that request to use their personal vehicle, must receive prior authorization from their supervisor.

**ARTICLE 5. INCIDENT PROCEDURES**

Employees shall follow the procedures below when involved in an incident/accident involving a county vehicle or a personal vehicle while conducting county business. **In all instances, employees must report the situation to their supervisor immediately but no later than 24 hours after the incident.**

- **Accidents.** An accident must be reported to law enforcement immediately no matter how inconsequential. It is unlawful to leave the scene of an accident and the employee should gather this information:
  - names and addresses of driver's involved
  - license number and registration number of the car(s) involved
  - names and addresses of passengers for witness purposesCounty insurance information is located in the glove compartment of county vehicles.
- **Breakdowns.** Professional assistance should be sought whenever necessary but employees may perform minor repairs, such as changing a flat tire, provided they are capable and only when it is safe to do so. If the employee is unable to complete the repair or feels uncomfortable attempting it, they should immediately contact a tow company or roadside assistance for help.
- **Claims.** If an employee receives any notice of claims or summons is served, contact the Human Resources Director. An employee injured by the negligence of others may have a claim against the responsible party. If an employee is awarded a settlement, the employee may owe reimbursement for any worker's compensation benefits received due to the injury.
- **Citations.** Employees are responsible for any traffic citations they receive while operating county vehicles and are to be paid by the employee immediately. Under no circumstances are traffic or parking fines to be charged to the county.
- **Damage to public/private property.** Any accident or other incident involving damage to public/private property, no matter how minor, must be reported. Call law enforcement immediately.
- **Injury.** If an employee is in any vehicle accident or incident, a First Report of Injury form must be filled out by employee and supervisor then returned to the Human Resources Department immediately.
- **Reporting.** Supervisors are responsible for completing a vehicle incident report form, taking pictures to document all incidents and accidents, and obtaining repair estimates. Supervisors will immediately inform the Executive Administrative Specialist of the incident

or accident. The Administrative Specialist will submit the incident report form for insurance purposes.

- **Statements.** Employees should make no opinion of fault nor voluntary statement other than in reply to questions of investigating officers.
- **Testing.** Drug/alcohol testing will be administered pursuant to the Personnel Policy Article 29.4, Sheriff's Office Policy or U.S. Department of Transportation Policy after any applicable incident/accident.

**ARTICLE 1. PURPOSE**

This policy is intended to define acceptable and unacceptable uses of wireless communications devices, including but not limited to cellular telephones and tablets, while engaged in activities or duties related to County employment. Its application is to ensure wireless communications device usage is consistent with the best interests of the County without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of wireless communications devices and to ensure that County employees exercise the highest standards of propriety in their use.

**ARTICLE 2. POLICY**

Wireless communications devices are intended for the use of County employees in the conduct of their work for the County.

To ensure that any wireless communications devices are used in a manner that supports and enhances effective County service and workplace performance, it is critical that the use of such devices:

- In no way limits the conduct of work of the employee or other employees.
- Does not result in any personal profit gained or outside employment served.
- Is in accordance with all applicable local, state, and federal laws and regulations.
- Is in accordance with County policies and conduct expectations.

County issued devices are owned by the County. Employee-owned devices are owned by the employee. Employees will only be authorized to collect a stipend if their position qualifies dependent on wireless communication needs or assigned requirements of an employee's position. The use of an employee-owned device to receive codes or passwords for multi-factor authentication does not qualify for reimbursement purposes. Employees are not eligible to receive a County issued device and a stipend for their employee-owned devices.

**ARTICLE 3. PROCEDURE**

All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of any wireless communications devices at all times. Employees whose job responsibilities include regular or occasional driving and who use a wireless communications device for business use, are expected to refrain from using their wireless communications device while driving a motor vehicle, except in a legally permitted manner that will not detract from ability to safely operate the motor vehicle. Safety must come before all other concerns. Employees who are charged with traffic violations resulting from the use of a wireless communications device whether County owned or employee-owned, will be solely responsible for all liabilities that result from such actions.

Department heads and supervisors may prohibit employees from carrying any wireless communications devices during working hours, while performing specific work duties, or when entering certain work areas. When authorized by the department head or supervisor any personal use of an employee-owned communication device must not interfere with working operations and must be completed as quickly as possible; a county owned device is ONLY authorized to be used for the completion of the employee's work duties, no personal use. Participating in excessive or disruptive personal use of any communication device may be addressed as a performance issue.

Employees who abuse or misuse any communication device may be subject to disciplinary action up to and including termination of employment. The County is not responsible for damage to your employee-owned device while carrying out your duties whether you are collecting a stipend for your device or not.

The MIS Department may determine which cell phones or smart devices are supported and to be used by the County. Only County owned devices that do not have a cellular data plan may be permitted to use the County wireless network at the discretion of the MIS Department. If a device qualifies to use the County wireless network, it will require being managed by the MIS Department.

For County issued devices, department heads assigning County issued devices to employees are responsible for sourcing and purchasing of devices, auditing the usage on an annual basis, and responsible for cancelling any usage. The employee must turn in the County issued device upon the separation of service and may be requested to turn in the device during an extended leave of absence whether the leave is voluntary or involuntary.

For employee-owned devices, department heads determine the business need and stipend level for relevant employees individually regardless of their position, auditing the usage on an annual basis, and responsible for cancelling any stipends. The stipend is intended to cover a portion of the employee's wireless device expenses related to work duties. There are two levels of stipends:

1. To qualify for level 1, employees must regularly be required to use a wireless device during at least 50% of their workday for offsite *communication*.
2. To qualify for level 2, employees must regularly be required to use a wireless device during at least 50% of their workday for offsite *communication and data* or required to monitor/respond to communications after hours daily.

Employees should be aware that wireless communications devices may contain records about County business and are subject to the Minnesota Government Data Practices Act whether the employee is using a County provided device or using an employee-owned device (such as an employee-owned device with County stipend plan or employees that have the email application setup on their device). What this means is that if a request were received, the County would be under the obligation to determine what information is public data and what information is private data and would need access to the employee's wireless communications device records and possibly the device itself in order to provide the data that is being requested. The County reserves the right to inspect any wireless communications device used as part of County employment when warranted to verify or maintain compliance with County policies, respond to data requests, or to monitor employee performance. In case of lost or stolen device, MIS may have the ability to wipe the email and/or device itself on any wireless communication device used for County business.

Department heads are responsible for the coordination of this procedure for their employee(s) and department and the completion of the Wireless Communication Device Form. Beltrami County reserves the right to cancel, amend, or alter the terms of this policy.



Date: December 17, 2024  
Beltrami County Commission  
Regular Agenda

## AGENDA BILL

**SUBJECT:** Local Option Sales Tax Public Hearing

**RECOMMENDATIONS:** Receive public comments, review, and approve LOST Project List Resolution

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**DEPARTMENT OF ORIGIN:** Highway

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

**DATE SUBMITTED:** December 9, 2024

**CLEARANCES:** None

**EXHIBIT:** LOST project list and Resolution

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

### **SUMMARY STATEMENT:**

Counties are allowed to enact a Local Option Sales Tax for specific transportation projects. The County first adopted the LOST in 2013. It was readopted in 2016 with a new project list. The LOST provides significant funding which has been used to improve county roads. With the recently approved 5-Year Transportation Improvement Plan we are nearing the end of the eligible project list.

The proposed LOST project list includes projects in the 5-Year Transportation Improvement Plan and potential projects in an additional 5-years.

NOTICE OF PUBLIC HEARING  
Local Option Transit Sales Tax Project List

Notice is hereby given that the Beltrami County Board of Commissioners will hold a Public Hearing on the adoption of the project list for the Local Option Sales Tax for Transportation Tuesday, December 17, 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 the proposed project list eligible for the Local Option Sales Tax.

Dated this day, December 4, 2024

Bruce Hasbargen  
County Engineer



## 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 MIN 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 Annebell	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

## RESOLUTION TO REVISE THE TRANSPORTATION SALES AND USE TAX PROJECT LIST

**Whereas,** the Beltrami County Board of Commissioners is committed to improving the condition of roads in Beltrami County, and

**Whereas,** Minnesota Statute 297A.993 Subdivision 1, authorizes the County Board of Commissioners to adopt a county-wide sales tax for transportation at a rate of up to one-half of one percent and an excise tax of \$20 per motor vehicle after holding a public hearing and passing an official resolution, and

**Whereas,** 297A.993, Subdivision 2, requires proceeds of the county-wide sales tax for transportation to be dedicated exclusively to fund capital costs of specific transportation projects or improvements, both capital and operating costs of specific transit projects or improvements, payment of the capital costs of a safe routes to school program, payment of transit operating costs, or payment of the capital cost of constructing buildings and other facilities for maintaining transportation or transit projects or improvements; and

**Whereas,** 297.993 Subdivision 2, requires the sales tax to terminate when revenues raised are sufficient to finance the identified projects; and

**Whereas,** the Beltrami County Board, on December 17, 2013, approved imposing a transportation sales tax of one-half of one percent and an excise tax of \$20 per motor vehicle, with the proceeds of the tax dedicated to paying for the transportation project list as submitted; and

**Whereas,** the Beltrami County Board, on December 13, 2016, approved a revision to the transportation sales and use tax project list as submitted; and

**Whereas,** the Beltrami County Board desires to update the transportation sales and use tax project list.

**NOW THEREFORE BE IT RESOLVED,** the Beltrami County Board of Commissioners approves the continuation of the transportation sales tax of one-half of one percent and an excise tax of \$20 per motor vehicle as provided for in Minnesota Statute 297A.993.

**BE IT FURTHER RESOLVED,** the Beltrami County Board of Commissioners approves a revision to the transportation sales and use tax project list to include the following projects:

Route	Termini	Length	Type of Work	Estimated Cost
20	CSAH 21 to CR 414	1.5	Reconstruction	\$ 3,500,000
7	Co. line to CSAH 14	6.6	Surface Treatment	\$ 1,325,000
27	CSAH 12 to CSAH 20	4.1	Resurfacing	\$ 1,700,000
29	In Tenstrike to TH 71 to CSAH 23	3.6	Resurfacing	\$ 1,500,000
43	In Tenstrike to TH 71	0.22	Resurfacing	\$ 150,000
31	TH 71 to CSAH 32	5.6	Resurfacing	\$ 2,300,000
91/307	CSAH 43 to 0.4 miles east	0.4	Reconstruction	\$ 450,000
3	US 2 to CSAH 22	4.9	Surface Treatment	\$ 1,300,000
15	Townhall Rd to Turtle River	5.2	Surface Treatment	\$ 1,875,000
22	CSAH 15 to TH 71	7.1	Reconstruction	\$ 9,400,000
32	W CO LINE TO TH 89	10.7	Resurfacing	\$ 4,400,000
	Highway Maintenance Facility		Building	\$ 4,000,000

16	CSAH 5 to CSAH 14	5.6	Resurfacing	\$ 2,000,000
32	TH 89 to CSAH 31	17.7	Surface Treatment	\$ 4,500,000
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54	So. Co line to E. Co. line	2.1	Resurfacing	\$ 875,000
11	CSAH 7 to US 2	2.5	Resurfacing	\$ 900,000
6	CSAH 6 and 11 intersection		Roundabout	\$ 1,500,000
23	2.8 MI N SHOTLEY TO TH 72	5.6	Resurfacing	\$ 2,000,000
93	CSAH 36 to TH 72 Kelliher	0.2	Resurfacing	\$ 100,000
94	CSAH 36 to TH 72 Kelliher	0.4	Resurfacing	\$ 175,000
42	CSAH 15 to CSAH 21	0.5	Reconstruction	\$ 1,000,000
21	TH 197 to Annebell	1.3	Reconstruction	\$ 7,000,000
11	CSAH 50 to TH 197	1	Resurfacing	\$ 350,000
25	CSAH 4 to CSAH 8	3.3	Resurfacing	\$ 1,200,000
46	1.5 miles west of TH 71 to TH 71	1.5	Resurfacing	\$ 525,000
40	CSAH 9 to TH 71	2.5	Reconstruction	\$ 2,500,000
43	TH 71 to CR 307	1.47	Resurfacing	\$ 525,000
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14	CSAH 14 to US 2 (Spirit Ave)	0.3	Resurfacing	\$ 125,000
30	Blackduck to E. Co. Line	5.8	Widen/Reconstruction	\$ 7,000,000
15	CSAH 26 to CSAH 32	6.9	Widen/Reconstruction	\$ 8,000,000
5	Solway to CSAH 22	5.1	Widen/Reconstruction	\$ 6,000,000
			Total	\$ 82,925,000



Date: December 17, 2024  
Beltrami County Commission

REGULAR MEETING AGENDA BILL

**SUBJECT: Public Transit Board Dissolution**

**RECOMMENDATIONS:** Approve The Joint Resolution to Dissolve the Joint Powers Agreement for Operation of the Public Transit System and the Bemidji/Beltrami County Transit Board

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**DEPARTMENT OF ORIGIN:** Administration

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

**DATE SUBMITTED:** December 13, 2024

**CLEARANCES:** County Attorney

**BUDGET IMPACT:** N/A

**ATTACHMENTS:** Dissolution Resolution

**SUMMARY STATEMENT:**

After years of inactivity, the Beltrami County/City of Bemidji Public Transportation Board (PTB) met in quorum on October 9, 2024. Much discussion centered around the history, purpose, transition, and current need of the PTB. After discussion, the PTB approved a motion to recommend joint dissolution. On November 18, 2024 the City of Bemidji and the County met in a Special Joint Meeting for the purpose, in part, of discussing dissolution of the Public Transit Joint Powers Agreement and the PTB. The City and the County passed a motion at the Special Joint Meeting to have staff draft a Joint Resolution to dissolve the PTB. To do so, both the Bemidji City Council and Beltrami County Board of Commissioners would each have to pass the joint resolution authorizing the dissolution.

**CITY OF BEMIDJI  
RESOLUTION NO. \_\_\_\_\_**

**COUNTY OF BELTRAMI, MINNESOTA  
RESOLUTION NO. \_\_\_\_\_**

**JOINT RESOLUTION TO DISSOLVE THE JOINT POWERS AGREEMENT FOR  
OPERATION OF PUBLIC TRANSIT SYSTEM AND THE BEMIDJI/BELTRAMI  
COUNTY TRANSIT BOARD**

**WHEREAS**, the City of Bemidji, hereinafter referred to as the "City", and the County of Beltrami, Minnesota, hereinafter referred to as the "County", previously, pursuant to Minnesota Statute Section 471.59, entered into a Joint Powers Agreement titled "JOINT POWERS AGREEMENT FOR OPERATION OF PUBLIC TRANSIT SYSTEM", hereinafter referred to as the "Agreement", for the establishment of Bemidji/Beltrami County Transit Board with the purpose to oversee the implementation, funding, operation and maintenance of a joint public transit system; and

**WHEREAS**, the City and County now desire jointly to dissolve the Agreement and the Bemidji/Beltrami County Transit Board because an alternative transit system and funding source is available for the implementation of a public transit system directly through Paul Bunyan Transit, a Minnesota Nonprofit Corporation. The Agreement and the Bemidji/Beltrami County Transit Board are no longer necessary to oversee the implementation, funding, and operation and maintenance of the countywide public transit system; and

**WHEREAS**, in accordance with Minn. Stat. § 471.59, Subd. 4, the City and County now desire jointly to dissolve the Agreement and the Bemidji/Beltrami County Transit Board according Section X of the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Beltrami County, Minnesota and the City Council of the City of Bemidji, Minnesota as follows:

Subdivision 1. TERMINATION. Pursuant to Section X of the Agreement, the Agreement shall remain in full force and effect unless and until terminated by a joint resolution passed by the City Council and County Board. The City and the County met in a Special Joint Meeting on November 18, 2024 for the purpose, in part, of discussing dissolution of the Agreement and the Bemidji/Beltrami County Transit Board. The City and the County passed a motion at the Special Joint Meeting to have staff draft a Joint Resolution of Dissolution. Since the City and the County jointly agree to dissolve the Bemidji/Beltrami County Transit Board, the Bemidji/Beltrami County Transit Board, and the Agreement, shall be dissolved upon signed approval by both entities. The effective date of termination shall be the date in which the last entity (City or County) provides signed approval.

Subdivision 2. ALTERNATIVE TRANSIT OPERATIONS. Paul Bunyan Transit, a Minnesota Nonprofit Corporation is the agency that will serve as the principal transit agency for the City and the County, including the entire geographic area of Beltrami County.

Subdivision 3. **DISCHARGE OF DEBT OR LIABILITY.** Any debts or outstanding liabilities that survive beyond the agreement shall be promptly resolved by the City and County pursuant to Section XI of the Agreement.

Subdivision 4. **DISPOSITION AND DISTRIBUTION OF PROPERTY.** Any real or personal property owned by the Public Transit Authority shall be promptly transferred or disposed of by the City and County pursuant to Section XI of the Agreement. No property shall be disposed of until payment or performance of all obligations arising out of the Agreement is complete.

Subdivision 5. **CONCLUSION. IN WITNESS WHEREOF,** the City of Bemidji has caused this Joint Resolution to dissolve the Bemidji/Beltrami County Transit Board, and the Agreement, to be signed in its corporate name by its Mayor and City Manager and sealed with the Corporate Seal of the City; and the County of Beltrami has caused this Joint Resolution to dissolve the Bemidji/Beltrami County Transit Board, and the Agreement, to be signed in its corporate name by the Chair of the Board of County Commissioners and the County Administrator and sealed with the official seal of the County.

### City of Bemidji, Minnesota

**ADOPTED** by the City Council of the City of Bemidji, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE CITY OF BEMIDJI**

\_\_\_\_\_  
Jorge S. Prince, Mayor

ATTEST:

\_\_\_\_\_  
Michelle R. Miller, City Clerk

\_\_\_\_\_  
Richard M. Spiczka, City Manager

### County of Beltrami, Minnesota

**ADOPTED** by the Board of Commissioners for the County of Beltrami, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR COUNTY OF BELTRAMI**

\_\_\_\_\_  
John Carlson, Chair

ATTEST:

\_\_\_\_\_  
Diane Moe, Administrative Specialist

\_\_\_\_\_  
Tom Barry, County Administrator



**DATE: December 17, 2024**  
**Beltrami County Commission**  
**Regular Meeting Agenda**

**AGENDA BILL**

**SUBJECT:** Commissioners' Business Items

**RECOMMENDATIONS:** Discussion

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**DEPARTMENT OF ORIGIN:** N/A

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

**DATE SUBMITTED:** December 11, 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 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)**  
**4<sup>th</sup> 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 8	Craig Gaasvig
January 22	Joe Gould
February 5	Scott Winger
February 19	Tim Sumner
March 5	John Carlson
March 19	Craig Gaasvig
April 2	Joe Gould
April 16	Scott Winger
May 7	Tim Sumner
May 21	John Carlson
June 4	Craig Gaasvig
June 18	Joe Gould
July 2	Scott Winger
July 16	Tim Sumner
August 6	John Carlson
August 20	Craig Gaasvig
September 3	Joe Gould
September 17	Scott Winger
October 8	Tim Sumner
October 22	John Carlson
November 5	Craig Gaasvig
November 19	Joe Gould
December 3	Scott Winger
December 17	Tim Sumner

**Management Team Schedule**  
**County Commissioner's Conference Room**  
**Monthly @ 8:30 am**

*Subject to change*

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