



BELTRAMI COUNTY

REGULAR MEETING AGENDA

Beltrami County Board of Commissioners
January 7, 2025
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.**

Swearing-In Ceremony of Elected Officers

**Election of 2025 Board Chair
Election of 2025 Board Vice-Chair**

4. **Citizens Addressing the Board – 5:00 p.m.**

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

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

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

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

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

CONSENT AGENDA

5:00 p.m.

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held December 17, 2024 as presented. Minutes of the Board of Commissioners Work Meeting held on December 17, 2024. [pg. 1](#)
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** [pg. 13](#)
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** [pg. 14](#)
- 7d. **Extension: Approval of Extension Committee Appointment** [pg. 15](#)
- 7e. **Health & Human Services: Approval of Housing Trust Fund Administration Contract and Report** [pg. 17](#)
- 7f. **Health & Human Services: Approval of Bills Paid** [pg. 46](#)

REGULAR AGENDA

5:10 p.m.

- 8. **Classification of Tax-Forfeited Parcels** [pg. 47](#)
- 9. **2025 Commissioner Committee Assignments** [pg. 48](#)
- 10. **AMC Appointments & Delegates** [pg. 54](#)
- 11. **Northern Township Revised Resolution of Support** [pg. 56](#)
- 12. **Additional Items**

COMMISSIONERS' BUSINESS ITEMS

- 13. **Legislative/Lobbying Issues** [pg. 59](#)
- 14. **Commissioners' Reports**
- 15. **Review Upcoming Meeting Schedule**
- 16. **Adjourn**

**Date: January 7, 2025
Beltrami County Commission
Consent Agenda**



AGENDA BILL

SUBJECT: Approval of the Minutes

RECOMMENDATIONS: Approval, as presented

DEPARTMENT OF ORIGIN: County Administration

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

DATE SUBMITTED: January 2, 2025

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 17, 2024**

The Beltrami County Board of Commissioners met in regular session on December 17, 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

Chairman John Carlson thanked fellow commissioners and staff for their work and efforts during the past year. He also highlighted several major projects and accomplishments during 2024.

CITIZENS ADDRESSING THE BOARD

- Patricia Heart, resident from Cass Lake thanked the Board and Staff for all the hard work they do for the citizens of Beltrami County.

APPROVAL OF AGENDA

The following items were added to the Regular agenda:

- Administrator's Performance Appraisal
- Moved from the Consent to the Regular Agenda:
 - Audit Statement of Work - 2024 Audit Services
 - Audit Statement of Work - 3 Year Contract

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 December 3, 2024, and the Minutes of the Board of Commissioners Regular Meeting held December 3, 2024, as submitted.

Approved Auditor/Treasurer Warrant Payment Listing

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

Approved Payment of Auditor/Treasurer Bills

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

Approved On-Sale Liquor License Application

The Board, by adoption of its Consent Agenda, approved the On-Sale Liquor License Application for Putnam Resorts, DBA Kohl's Resort.

Approved Public Defender Contract Extensions

The Board, by adoption of its Consent Agenda, approved the Public Defender and Legal Services Representation Contract Extensions for Donald G. Kirchner and George L. Duranske III.

Approved Extension Memorandum of Agreement

The Board, by adoption of its Consent Agenda, approved the 2025-2027 University of Minnesota Extension Memorandum of Agreement.

Approved Emergency Preparedness Facility Use Memorandum of Understanding

The Board, by adoption of its Consent Agenda, approved the Emergency Preparedness Facility Use Memorandum of Understanding renewal for another three year term.

Approved Opioid Steering Committee Amendments

The Board, by adoption of its Consent Agenda, approved the amendments to the Opioid Steering Committee Guidelines as submitted.

Approved Health & Human Services Family Foster Care Licenses

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

Approved Health & Human Services Warrant Payment List

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

Approved 2025 Revenue Acceptance Authority

The Board, by adoption of its Consent Agenda, approved the Health and Human Services 2025 Revenue Acceptance Authority, allowing the HHS Director and Division Directors signatory authority to manage incoming revenues that are a part of the approved 2025 county budget.

Approved County Burial Policy

The Board, by adoption of its Consent Agenda, approved the County Burial Policy, Application and negotiated costs, as submitted.

Approved Determination of Need Application to Expand Day Services

The Board, by adoption of its Consent Agenda, approved the Determination of Needs Application to Expand Day Services, allowing the Health and Human Services Director and Division Directors, signatory authority to work with the State of MN to expand day services for county residents.

Approved Resolutions Supporting Bike/Pedestrian Trail Along CSAH

7

The Board, by adoption of its Consent Agenda, approved two resolutions supporting grants for the Bike/Pedestrian Trail along CSAH 7:

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.

And

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.

Approved Township Maintenance Agreement & Resolution for Summit Township

The Board, by adoption of its Consent Agenda, approved the Resolution and Maintenance Agreement for road maintenance services in Summit Township.

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.

Approved Personnel Policy Updates

The Board, by adoption of its Consent Agenda, approved the changes to the Beltrami County Personnel Policy, as submitted by the Human Resource Director.

REGULAR AGENDA

Public Hearing: Local Option Transit Sales Tax Project List

A motion was made by Commissioner Gaasvig and seconded by Commissioner Anderson to open the public hearing at 5:05 pm. Unanimously carried

Highway Engineer Bruce Hasbargen distributed a copy of the project list for use of the transit sales tax and commented on the five year plan.

No citizens provided public comment.

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 Local Option Transit Sales Tax Project List Resolution as submitted. Unanimously carried.

Public Transit Board 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.

A motion was made by Commissioner Gaasvig and seconded by Commissioner Anderson to approve the Joint Resolution to dissolve the Joint Powers Agreement for operation of public transit system and the Bemidji/Beltrami County Transit Board. Motion carried 3:1 Gould voted No.

Commissioner Gould provided a summary of the history and purpose of the Public Transit Board.

Commissioner Gaasvig also provide remarks, including that now that Paul Bunyan Transit is a 501c(3) the Public Transit Board is no longer needed to oversee or be their fiscal agent.

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.

Administrator's Performance Appraisal

The Board found that Administrator Barry exceed expectations. His knowledge, skills and abilities have helped advance critical and complex projects and initiatives above and beyond his normal duties. He has helped the county to avoid, recover or earn, almost \$10M in equivalent savings over the past year.

A motion was made by Commissioner Gaasvig and seconded by Commissioner Anderson, to approve Amendment 2 to the Employment Agreement with County Administrator Barry. Unanimously carried.

Audit Statement of Work - 2024 Audit Services and Three Year Contract

Commissioner Gould requested Auditor-Treasurer JoDee Treat explain the difference between the 2024 Audit Services and the Three Year Contract.

Ms. Treat explained that the 2024 Audit Services Statement of Work is for the first year (2024) services of the Three Year Contract. Both items are presented for approval.

A motion was made by Commissioner Gould and seconded by Commissioner Anderson, to approve the 2024 Audit Services Statement of Work and the Three Year Contract for Audit Services. Unanimously carried.

COMMISSIONERS' BUSINESS

Legislative/Lobbying Issues & Commissioners' Reports

- Commissioner Anderson introduced his wife, who is present at this meeting, to the Board.
- Commissioner Gaasvig gave several committee updates
- Commissioner Gould gave several committee updates
- Commissioner Carlson gave several committee updates and a shout-out to everyone for the United Way Chili Cook-off

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be January 7, 2025, in the Board Room of the County Administration Building.

MEETING ADJOURNMENT

A motion to adjourn the Board meeting at 5:32 p.m. was made by Commissioner Anderson seconded by Commissioner Gould and unanimously carried.

John Carlson, Chair

Thomas H. Barry, County Administrator

WORK MEETING MINUTES

**Beltrami County Board of Commissioners
December 17, 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, and Commissioner Richard Anderson. Commissioner Joe Gould arrived late and Commissioner Tim Sumner was absent.

1. Call to Order

John Carlson called the meeting to order at 3:02 pm

2. CLOSED SESSION

A motion was made by Commissioner Gaasvig and seconded by Commissioner Anderson to begin the closed session for the purpose of conducting the County Administrator's annual performance evaluation. Unanimously carried.

A motion was made by Commissioner Anderson and seconded by Commissioner Gaasvig to end the closed session at 3:41 pm and return to the regular Work Agenda. Unanimously carried.

3. Introduction of New Employees

None.

4. Identify Future Work Meeting Topics

None.

5. University of MN Extension Memorandum of Agreement

Extension Services Regional Director, Tony Hansen, reviewed the 2025-2027 Memorandum of Agreement between Beltrami County and the UofM Extension.

Mr. Hansen highlighted several items in the agreement, including the package price for 1 FTE 4-H Youth Development Educator position and the two SNAPED positions, none of which are funded by the County.

6. Personnel Policy Updates

Human Resources Director, Ann Schroeder, reviewed updates to the Personnel Policy. These updates reflect developments throughout the years, recommendations from the County Class/Comp Work Group and input from MCIT.

7. Policy Review Committee Discussion

Administrator, Tom Barry distributed a draft Scope of Work document provided by Commissioner Gould with some guideline and procedural recommendations if the Board chooses to develop a policy review committee. If a committee is developed, the Board should identify the members, develop a scope of work for the committee, and establish the goals and expected outcomes of the committee.

Members of the Board will review the document and have a future Board meeting agenda item to discuss further.

8. Administrator’s Report

- Land Review Committee will be providing a board update soon
- Still working on the Northern Township Sewer Project
 - Updated Resolution coming soon
- On Boarding Commissioner Elect Winger on January 2
- January 7 Board meeting will be swearing in of all commissioners and recognition of exiting Commissioner Anderson
- Staff Years of Service recognitions will be held December 18-19
- County offices will be closed December 25 and January 1 for the Holidays

9. Other Business Items

a) Review Bills

b)

10. Review Agenda for the December 17, 2024 Regular Board Meeting

The following items were added to the Regular Agenda:

- Administrator’s Performance Appraisal
- Moved from the Consent to the Regular Agenda:
 - Audit Statement of Work – 2024 Audit Services
 - Audit Statement of Work – 3 Year Contract

11. Adjourn

The Work Session was adjourned at 4:18 p.m.



Meeting Date: January 7, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Auditor Warrants

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

DEPARTMENT OF ORIGIN: Auditor-Treasurer

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

DATE SUBMITTED: January 2, 2025

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: January 7, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Commissioner Warrants

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

DEPARTMENT OF ORIGIN: Auditor-Treasurer

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

DATE SUBMITTED: January 2, 2025

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: January 7, 2025
Beltrami County Commission
Consent Agenda

CONSENT AGENDA BILL

SUBJECT: Appointment of County Extension Committee Member

RECOMMENDATIONS: Accept the Extension Committee's recommendation for filling a committee vacancy

DEPARTMENT OF ORIGIN: Extension

CONTACT PERSON: Tony Hansen 218-828-2286

Attachments: Extension Committee Recommendation Memo

Budget Impact: None

Summary Statement:

The Beltrami County Extension Committee consists of six citizen representatives, two County Commissioners, and the County Auditor or their designee. At the end of 2024 committee members Amber Bury and Paul Conklin will be concluding their terms on the committee.

The committee recommends Val Kinnae of Bemidji, Minnesota, to be appointed to the Extension Committee for a three-year term starting in January of 2025.

Aside from this one recommended appointment, the committee will still have one vacant citizen representative spot (District 1) heading into 2025.

Memo

12.19.2024

To: Beltrami County Commissioners

From: Tony Hansen, Regional Director, University of Minnesota Extension

Re: Committee Appointment

During the October 2024 Beltrami County Extension Committee the committee recognized members Amber Bury and Paul Conklin whose terms are coming to an end. The committee also discussed possible recommendations for filling these vacancies. Amber Bury recommended Val Kinnae to fill her role as at-large representative. Val Kinnae is involved with the Beltrami County Master Gardeners group, which is supported by the University of Minnesota Extension.

Extension Regional Director Tony Hansen contacted Val to confirm her interest in serving on the committee.

The committee recommends Val Kinnae of Bemidji, Minnesota, to be appointed to the Extension Committee for a three-year term starting in January of 2025. Val would serve as the at-large representative on the committee.

Thank you for consideration of this recommendation.

Tony Hansen
Regional Director- Northeast
hans8122@umn.edu
218-282-2286



Meeting Date: January 7, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Housing Trust Fund Administration Contract and Report

RECOMMENDATIONS: Review contract application and approve contract as written

DEPARTMENT OF ORIGIN: Health and Human Services

CONTACT PERSON: Anne Lindseth, Director 218-333-4195

DATE SUBMITTED: 12/31/24

CLEARANCES: Tom Barry, County Administrator

BUDGET IMPACT: No levy impact, administration costs out of Housing Trust Fund allocations

EXHIBITS: Contract Application and Contract

SUMMARY STATEMENT: The Beltrami County Housing Trust Fund (HTF) administration RFP was awarded to the United Way of the Bemidji area in late 2023. An RFP process will be done every 5 years for the administration of this fund. Attached you will find the contract application for annual contract renewal and the 2025 contract for continuation of the United Way of the Bemidji area to administer the Beltrami County Housing Trust Fund. The contract application provides an accounting of the HTF 2024 activities and expenditures as requested by the Housing Trust Fund Ordinance #50.

BELTRAMI COUNTY HEALTH AND HUMAN SERVICES

PROVIDER/CONTRACTOR FACE SHEET

I. Identifying Information

Organization Name: United Way of Bemidji Area

Address: Physical: 716 Paul Bunyan Dr NW, Bemidji, MN Mailing: PO Box 27, Bemidji, MN

Type of Organization:

- Corporate for-profit
 Not-for-profit [501(c)3]
 Partnership
 Sole Proprietorship
 Government Agency
 Other: _____

II. Officers Of The Organization (if applicable)

** (note – check the right hand column for those with authority to sign billings and receive payments)

<u>Denae Alamano</u>	<u>Executive Director</u>	<u>PO Box 27, Bemidji, MN 56619</u>	<u>✓</u>	<u>\$\$\$</u>
Name (Primary Contact)	Title	Address		YES
<u>218-444-8929</u>	<u>N/A</u>	<u>director@UnitedWayBemidji.org</u>		
Phone	FAX	Email		

Name (Secondary Contact)	Title	Address	<input type="checkbox"/>
Phone	FAX	Email	

Name (Secondary Contact)	Title	Address	<input type="checkbox"/>
Phone	FAX	Email	

**** Attach Board of Directors list, if applicable, including contact information**

III. Applicable Licenses, Certifications, Registrations (include MA, MN Health Care Provider Enrollment, and/or other numbers as applicable; example: Housing with Services Registration)

Type	Issued By	License Number	Date Issued	Expiration Date
n/a				

***Copies of all licenses, certifications and registrations must be provided to Beltrami County prior to contract execution, as well as all current insurance coverage: home, auto, etc.**

IV. Check All Funding Sources Plan To Accept

- Medical Assistance Waiver
 - AC (Alternative Care)
 - CAC (Community Alternative Care)
 - CADI (Community Alternatives for Disabled Individuals)
 - EW (Elderly Waiver)
 - MR/RC (Mental Retardation/Related Conditions)
 - TBI (Traumatic Brain Injury)
- Medical Assistance
- GRH (Group Residential Housing)
- GRH with Difficulty of Care
- Consolidated Chemical Dependency Treatment Fund (CCDTF)
- CCSA/County Levy Funds
- State Grants (SILS, CSP, Mental Health Initiative, etc.)
- Others (list): _____

V. Populations To Be Served

- X Families/Youth Mentally Ill Chemically Dependent Medically Fragile
- Brain Injured X Elderly Developmentally Disabled Disabled Under 65
- X Homeless _____ _____ _____

List any program/service specialties: The Housing Trust Fund will be used according to state and federal statutes.

VI. Proposal Summary United Way of Bemidji Area is requesting to continue to house and administer Beltrami County's Local Housing Trust (LHTF) that serves Beltrami County residents, in order to spur the development of housing stock and to ensure that housing remains affordable, stable, and sustainable.

VII. Amount Of Funds/Contract Limit Requested: \$not to exceed state/federally funded amount unless otherwise specified OR

Unit Rate: \$ _____

AGREEMENT: It is understood and agreed by the applicant that any funds provided pursuant to this application are to be spent for the purposes set forth herein as approved by the Beltrami County Board of Commissioners and in accordance with applicable laws and rules. Further, it is understood that the budget, expenditures and services may be subject to periodic review by the County. If funds are not needed to implement the original approved plan, they may be withdrawn after thirty (30) days notice and reallocated to other programs. If funds are not being administered in accordance with the approved plan and budget, they may be withdrawn upon ninety (90) days notice.

Signature: *Dean Allen*
Director/Owner Applicant Agency/Business

Date: December 26, 2024

PROGRAM NARRATIVE – DOCUMENTS

A. **Organizational Description** – Describe your organization by addressing the following points:

1. **Purpose:** What changes do you want to see for this next contract period (for your clients and for your organization?)
2. **Projected number to be served/program capacity**
3. **Staff positions and schedules:** Only if there have been changes since beginning of current contract
4. **Job descriptions:** Only if there have been changes
5. **Documentation of staff training:** In compliance with licensing rule(s)
6. **Organizational chart:** Only if changes have occurred since last contract period
7. **Fee schedule:** Only if clients are charged for services

B. **Client/project Description**

1. Describe the individuals you are currently serving
2. Explain how persons learn about your services – how do you market your organization in this area?
3. What is your admission and discharge criteria and what happens to individuals when they leave your program?

C. **Project Description**

1. How do you define success with the persons you serve?
2. How do your services improve the quality of life of persons you serve? (What do you measure to show progress toward client goals/outcomes – example: a skill you might teach someone and charting success of the person in using that skill)
3. How do you know your clients' quality of life is better? (What type of data do you measure? How long do you track data for trends? Example: do you track number of hospitalizations from year to year and what does that tell you about the services you provide?)
4. What are some of the practices or activities you offer that help you stand out as a provider?

D. Outcomes and Indicators

Please state the desired outcome(s) you would like to see for the people/community you serve, as well as the indicators (measures) you will monitor. Refer to the following as a format to utilize:

Example Only:

Outcome: Clients will be offered services to help them live as independently in their own homes as possible.

Indicator A: Up to twenty (20) persons will utilize skilled nursing and therapy services during the next year, such as wound care and medication set-ups, and occupational and physical therapies, respectively.

Indicator B: Up to thirty two (32) persons will utilize non-skilled nursing services such as home health aide and homemaker during the next year.

Indicator C: Up to eighteen (18) persons will utilize Children's Therapeutic Services and Supports such as psychotherapy, skills training and behavioral aide services during the next year.

Program Narrative

A. Organizational Description

- a. **Purpose:** The purpose of this contract request is for United Way of Bemidji Area to continue to house and administer a Local Housing Trust Fund (LHTF) that serves Beltrami County residents, in order to spur the development of housing stock and to ensure that housing remains affordable, stable, and sustainable.

In collaboration with Beltrami County, United Way proposes to continue to allocate Housing Trust Fund dollars in a manner that mimics United Way's tried-and-true allocations process, which includes hosting key stakeholders to serve on a Housing Trust Fund Cabinet, an in-depth financial review of all applying entities to ensure financial accountability, and an application review process that is fair and equitable.

- b. **Projected number to be served/program capacity:** The number of people served will depend on the number of housing units created and the number of individuals and families assisted through case management and/or rental assistance.
- c. **Staff positions and schedules:** United Way staff positions that are applicable to the Local Housing Trust Fund work include:
 - i. Community Development Officer
 - ii. Allocations Officer
 - iii. Executive Director
 - iv. Contracted Operations Manager
- d. **Job descriptions:** Job descriptions for the staff roles have not changed from the prior year.
- e. **Documentation of staff training:** While United Way staff are trained regularly, no documentation is provided, as United Ways have no licensing requirements.
- f. **Organizational chart:** No changes since last year.
- g. **Fee schedule:** N/A

B. Client Description

United Way works with local, non-profit partner agencies to provide programs and services to individuals and families in Beltrami, Hubbard, and Clearwater Counties. Through United Way's programs 5000 individuals are served. Through United Way's partner agencies over 60,000 individuals are served. People learn about our programs through referrals from other non-profits, school teachers and staff, and family and friends. United Way markets our programs through local media, both print and radio, and social media. We have no admission/discharge criteria, as that is not applicable to our programs.

The Housing Trust Fund serves both agencies that provide supportive housing services and organizations developing affordable housing units. While the LHTF does not have typical 'clients', it does serve, per the county ordinance, individuals who are Very Low Income, Low Income, and Moderate Income.

C. Project Description

United Way of Bemidji Area is eager to continue to house and administer a Local Housing Trust Fund that serves Beltrami County residents. United Way approaches the LHTF in a similar manner to other United Way initiatives/allocations, with the added caveat of ensuring that we are working hand-in-hand with Beltrami County, to be good stewards of

the LHTF, while also following best-practices of LHTFs as outlined in the Local Housing Trust Fund Manual by Minnesota Housing Partnership.

The steps of our LHTF allocations process are: 1) Discovery of the issue; 2) Solution presentation; 3) Policies and Procedures; 4) Grant Application; 5) Committee-based allocation of funds; 6) Evaluation. While these categories are broad, they apply to every allocations process at United Way and will now discuss each in more detail, specifically regarding the LHTF.

- 1) **Discovery of the Issue.** Housing, like many other broad community issues, is a topic of discussion at almost any meeting in Bemidji, whether it's a social services meeting or a business meeting, as a lack of housing in Bemidji affects everyone. For the past couple of years, United Way staff have been learning about our area's lack of safe and affordable housing, whether it's through community meetings or our involvement with the Ridgeway Neighborhood Initiative or the Red Pine Estates crisis. Discovery of the issue is not necessarily a difficult step, as the needs and gaps in Beltrami County are staggering. Over the last couple of years, United Way has been a part of a couple of relevant housing projects in our community including Ridgeway Neighborhood Initiative and Red Pine Estates. Since the development of the LHTF Cabinet, United Way and the Cabinet have been working together to learn about local housing issues, current local housing solutions, along with other solutions presented by LHTFs across the country. By learning about the needs in our area and projects already in the works, the Cabinet was prepared to set priorities for how the funds should be used.
- 2) **Solution Presentation.** Beltrami County's Housing Trust Fund is one solution to the lack of affordable housing in our area. Key stakeholders for the Trust Fund Cabinet were identified and recruited through an open RFP process. Interested applicants submitted a letter of interest. United Way, along with Beltrami County, worked diligently to ensure that the Cabinet was a diverse mix of business, non-profit, and governmental entities to ensure that the Cabinet consists of stakeholders who truly understand housing and development in our area. The Cabinet includes a local construction manager, banker, County employees, County Commissioner, rural representative, and more.
- 3) **Policies and Procedures.** After the creation of a LHTF Cabinet and the educational pieces of learning of housing needs and possible solutions, the Trust Fund Cabinet and United Way staff, in partnership with Beltrami County were tasked with determining some key logistical pieces. The policies and procedures that were put into place were: 1) how to prioritize grants for increasing housing stock vs those for case management and rental assistance, 2) whether the funds are allocated on an on-going basis or only during an open application period, 3) whether a pre-application was needed, 4) how grants would be submitted, 5) what kinds of requirements would be in each grant application, and much more. In determining all policies and procedures, United Way ensured that Beltrami County Ordinance 50 (Ordinance Establishing a Housing Trust Fund in Beltrami County) and MN statute 477A.03 were followed, as well as working closely with Beltrami County Health & Human Services staff.

- 4) **Grant Application.** Based on the work in Step 3, Policies and Procedures, United Way staff created two grant applications that were approved by the Trust Fund Cabinet. Two applications were needed, as housing support services and construction/development projects had different requirements and information needed. The housing support services application was opened in the fall of 2024, with three agencies applying for funds. In December 2024, the LHTF Cabinet made a recommendation to fund two agencies for supportive services. In December 2024, the pre-application for construction/development projects opened.
- 5) **Committee-Based Allocation of Funds.** United Way staff worked with the Trust Fund Cabinet to determine a rubric and application-review process that considers the priorities the committee chose, the financial status of the applying entity, and the potential successes of the project, including the number of units created and/or the number of families/individuals helped. United Way processes ensure that bias is removed from the process and that all applying agencies are treated fairly and equitably.
- 6) **Evaluation.** United Way is working with the Cabinet to ensure that evaluations and reporting requirements are such that appropriate metrics can be made that include the number of units created and/or the number of families/individuals helped through case management and/or rental assistance.

D. Outcomes and Indicators

Outcome: Housing stock in Beltrami County will increase

Indicator A: Number of needed low-income units decreases

Indicator B: Dollars from grant are utilized to off-set the funding gap that exists for contractors and developers wanting to build low-income housing

Outcome: Housing is stabilized for low-income families

Indicator A: Multiple agencies request funds for housing case-management and/or rental assistance

Indicator B: Barriers are reduced for low-income families after they receive housing vouchers

To date, no outcomes have been yet, as the Cabinet has yet to allocate dollars. The focus of 2024 was on steps 1-4 above.

United Way of Bemidji Area Board of Directors 2025:

Bud Kaney, Bemidji Brewing	President	justin@bemidjibeer.com
Lori Lundberg, Northwoods Lumber	Vice President	lori@northwoodslumber.com
Amber Coauette, Karvakko	Treasurer	amber.coauette@karvakko.com
Arlene Hogquist, Beltrami Electric	Secretary	ahogquist@beltramielectric.com
Rob Belanger, Independent Contractor	Past President	robertbelanger42@yahoo.com
Andrea Kingbird, White Earth Nation	At-Large	andrea.yardley@hotmail.com
Drew Hildenbrand, ISD #31	At-Large	drew_hildenbrand@isd31.net
Jeff Lind, Beltrami County		jeffrey.lind@co.beltrami.mn.us
Jason Rylander, Bernick's		jrylander@bernicks.com
Megan Steigauf, Sanford Health		Megan.Steigauf@SanfordHealth.org
Kev Jackson, Paul Bunyan Broadcasting		kjackson@pbbroadcasting.com
Heidi Myhre, Merry Piglets		hello@shopmerrypiglets.com
Anna Carlson, Bemidji State University		Anna.Carlson@bemidjistate.edu

FINANCIAL INFORMATION

The County needs to know how funds it authorizes have been used. Use the format below (or something similar you already are using) to show how funds have been used and how funds plan to be used in 2025. On the following page, show the positions that will be involved in this project and their funding source, if county funds do not pay the full salary please indicate how the remainder of the salary is covered.

2024 Housing Trust Fund Revenue/Expenditures

Beltrami County Funds	\$ 1,076,184.50
Other: Interest Income	\$ 10,427.77
 Total Revenue	 \$ 1,086,612.27

2024 EXPENDITURES

Line Item	County Funds	Other Funds	Total Budget
Salaries (direct care)	\$49,182.87		
Fringe Benefits	\$2,459.14		
Health Insurance	\$4,918.29		
Staff Travel			
Staff Training/Recruitment			
Vehicle(s) Expenses			
Client Transportation			
Facility Costs (utilities, repairs, etc)	\$4,469.18		
Phone	\$354.87		
Supplies Program Office	\$324.45		
	\$487.19		
Equipment	\$2,692.88		
Contracted Services	\$5,925.00		
Administration - Insurance	\$3,319.39		
Administration – Audit	\$1,437.50		
TOTAL	\$75,570.50		\$75,570.00

*Please note that these are United Way's expenses for the allowed 10% administrative cost of the Housing Trust Fund for the 2023 dollars received by United Way in 2024. While United Way received half of the 2024 HTF dollars in 2024, those administrative allowances (\$32,048.45) will be carried over to the 2025 budget. No funds have been allocated to other entities yet, and those dollars (\$978,993.82) will also carry over to 2025.

2024 SALARIES

Please list employees and all positions that were involved in the project and the source of funds.

Name	Position	FTE	County Funds	Other Funds	Total
Denaé Alamano	Executive Director	0.18	\$9,031.85		
Annie Butler Ricks	Community Development Officer	0.19	\$9,348.39		
Halen Groenke	Allocations Officer	0.63	\$30,802.63		
TOTAL			\$49,182.87		

Revised November 2024

PROJECTED 2025 REVENUE

Beltrami County Funds	\$ 507,425.50
Other: Carried Over Admin Funds	\$ 32,048.45
Other: Carried Over Allocation Funds	\$ 978,993.82
Total Revenue	\$ 1,518,467.77

PROJECTED EXPENDITURES

Line Item	County Funds	Other Funds	Total Budget
Salaries (direct care)	\$41,000		
Fringe Benefits	\$2,050		
Health Insurance	\$4,100		
Staff Travel			
Staff Training/Recruitment			
Vehicle(s) Expenses			
Client Transportation			
Facility Costs (utilities, repairs, etc)	\$4,500		
Phone	\$350		
Supplies	Program \$150		
	Office \$150		
Equipment – IT/Software	\$2,500		
Contracted Services	\$4,300		
Administration – Insurance	\$3,500		
Administration – Audit	\$1,500		
Profit/Margin			
TOTAL	\$64,100		\$64,096.90

*Please note that these are United Way’s expected expenses in 2025 for the allowed 10% administrative cost of the Housing Trust Fund for the 2024 dollars received by United Way in 2024 and 2025. The Housing Trust Fund Cabinet will allocate funds to other housing entities in 2025, but no estimates are provided as it is dependent on the applications received. The HTF Cabinet could approve allocations up to ~\$1.4 million dollars in 2025.

SALARIES

Please list employees and all positions that will be involved in the project and the source of funds.

Name	Position	FTE	County Funds	Other Funds	Total
Dena Alamano	Executive Director	0.10	\$4,100		
Annie Butler Ricks	Community Development Officer	0.20	\$8,200		
Halen Groenke	Allocations Officer	0.70	\$28,700		
TOTAL			\$41,000		

Revised November 2024

BELTRAMI COUNTY HEALTH AND HUMAN SERVICES

**PROVIDER QUESTIONNAIRE
SUPPLEMENT TO CONTRACT APPLICATION**

Our agency would appreciate your feedback regarding your contractual arrangement with Beltrami County. We value your comments and welcome them, and ask that you take a few moments to complete the following questions:

1. What additional support or information in connection with contracts and meeting contract requirements would be helpful to you as a contracted provider?

None.

2. What can Beltrami County Health and Human Services do to assist you in the contracting process or to improve service provision?

N/A

3. Please list questions regarding the contract process or requirements that you would like Beltrami County Health and Human Services to clarify.

None.

4. Is there something specific that you like or dislike?

A fillable PDF would be wonderful for this process, as Word documents can be difficult.

Thank you for your time in completing this questionnaire. Your comments are very much appreciated!

Provider Name (optional): _____

Individual Completing Form: Annie Butler Ricks
Date: 12/26/2024

**BELTRAMI COUNTY HEALTH AND HUMAN SERVICES
CRIMINAL BACKGROUND CHECK VERIFICATION LIST**

Service Provider _____ Contact Person _____
 Address _____
 Street _____ City, State, Zip _____
 Telephone _____ FAX _____
 Email _____

LAST NAME	FIRST NAME	DATE APPROVED		
		MONTH	DAY	YEAR
No changes since last contract submission.				

Signature/Certification
 By signing below, the contracting agency hereby certifies and represents that the individuals listed herein have successfully passed a criminal background check and that the information provided is current, accurate and complete. The contracting agency further certifies that it will notify Beltrami County of any changes to said information on a regular basis.

Agency Name _____

Authorized Signature _____ Title _____

Date _____

BELTRAMI COUNTY HOUSING TRUST FUND AGREEMENT

THIS AGREEMENT, by and between Beltrami County, 701 Minnesota Avenue NW, Bemidji, Minnesota 56601, (herein “County”), and United Way of Bemidji Area, 716 Paul Bunyan Dr. NW Bemidji, MN 56601. (herein “Provider”), is for the period of January 1, 2025, through December 31, 2025.

WITNESSETH

WHEREAS, Minnesota Statutes, § 462C.16 authorizes a local government to establish a local housing trust fund by ordinance; and

WHEREAS, pursuant to the same statute, § 462C.16, Beltrami County is a local government, and

WHEREAS, the County enacted a local ordinance – Beltrami County Ordinance Number 50, An Ordinance Establishing A Housing Trust Fund In Beltrami County – adopted on July 11, 2023; and

WHEREAS, pursuant to Beltrami County Ordinance Number 50, the County sought requests for proposal (RFP) for the establishment of said Housing Trust Fund (HTF); and

WHEREAS, the Provider submitted an RFP to the County dated September 25, 2023, detailing its plan for creating and administering a HTF in Beltrami County; said RFP response is attached as Exhibit A, and incorporated into this agreement by reference; and

WHEREAS, the County has accepted the Providers RFP response; The Housing Trust Fund will go out for competitive RFP every 5 years and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of creating a HTF in Beltrami County pursuant to Minnesota Statutes, § 462C.16;

WHEREAS, local housing trust fund established pursuant to Minnesota Statutes, § 462C.16 may be funded, in whole or in part, by any money available to the local government; and

WHEREAS, the County desire to finance the initial creation of its HTF with Local Homeless Prevention Aid pursuant allocation to Minnesota Statutes, § 477A.30;

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

I. PROVIDER’S RESPONSIBILITIES

- A. The Provider agrees to creating and administering a Housing Trust Fund in Beltrami County as described in the Provider’s proposal, attached as Exhibit A, and incorporated into this agreement by reference.
- B. The Provider agrees to comply with Beltrami County Ordinance Number 50, as well

as all Minnesota law in the creation of said HTF. Furthermore, Provider agrees to comply with all individual funding stream requirements. The Provider agrees to furnish the following information to the County:

1. An explicit description of the services to be provided;
 2. A description of the staffing, including job descriptions and professional qualifications of personnel;
 3. An organizational chart;
 4. Supporting documents as requested
- C. The Provider agrees to coordinate services with county staff in order to avoid duplication of services, achieve cost-efficiencies, and provide a continuum of services that address community housing needs.
- D. The provider agrees to create processes for the community to access trust fund dollars for allowable uses. Allowable uses are outlined in Beltrami County Ordinance #50.
- E. The provider agrees to create a Board of Trustees that makes recommendations to the Beltrami County Board of Commissioners for Housing Trust Fund disbursements over \$50,000 and approves Housing Trust Fund disbursements under \$50,000. This boards make up will include county leadership representation.

II. SERVICES TO BE PURCHASED

- A. The County agrees to purchase, and the Provider agrees to provide, effective management and oversight of a local housing trust fund.

III. COST AND DELIVERY OF PURCHASED SERVICES

- A. The County and the Provider agree that services to be furnished under this Agreement to eligible persons or organizations are not available without cost. Provider shall retain for its operating costs an amount, not to exceed 10%, of all moneys used to finance the HTF; notwithstanding the foregoing, Provider shall follow all statutory or policy administrative reimbursement requirements and direction for each individual funding stream.
- B. Program costs for the Provider are detailed in the approved budget, as outlined in Exhibit A, as submitted by the Provider to the County.
- C. Upon request by the County, documentation of the Provider's staff compensation shall be submitted quarterly, which identifies each position, the hourly rate of pay and actual compensation paid (wages, benefits, and payroll taxes) in a format agreed upon by the County.

IV. ELIGIBILITY FOR SERVICES

- A. The Parties understand and agree that Minnesota Statutes, § 477A.30 establishes a Use of Proceeds for Local Homeless Prevention Aid.
- B. The Parties understand and agree that the Provider shall adopt the Use of Proceeds standards listed in Minnesota Statutes, § 477A.30 for the initial financing of the HTF.
- C. The Parties understand and agree that the HTF may be funded by more than one source and that each individual funding source may have a unique set of approved uses and eligibility requirements.
- D. The Parties understand and agree that the Provider shall follow all statutory or policy requirements and direction for each individual funding stream.

V. RECORD DISCLOSURES, REPORTS AND EVALUATION

- A. The County shall monitor and evaluate the Provider's performance under this Contract. County procedures for monitoring and evaluating may include, but are not limited to: on-site visits to the Provider's facility(ies); review of files; review of the Provider's financial, statistical and program records; a review of reports and data supplied by the Provider at the County's request; and cost reports.
- B. Within ninety (90) days of the close of this Agreement, the Provider agrees to furnish to the County a detailed, un-audited year-end revenue and expense statement and balance sheet for the term of this Contract.
- C. The Provider agrees to maintain complete financial books for each individual funding stream, and records according to generally accepted accounting principles, which shall fully document receipts and expenditures under this Agreement. Manual or electronically stored records shall include, but not be limited to: ledgers, vouchers, receipts, bank statements, cancelled checks, payroll and cash account records, and other supporting documents. The Provider further agrees to maintain all financial records pertaining to this Contract for six (6) years for audit purposes at United Way of Bemidji Area, 716 Paul Bunyan Dr. NW Bemidji, MN 56601. This shall be in accordance with Minnesota Statutes, § 16C.05, Subd. 5.
- D. The Provider shall furnish the County with such other reports as the County may from time-to-time reasonably require.
- E. The Provider shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of services.

VI. STANDARDS, LICENSES, CERTIFICATIONS AND TRAINING

- A. The Provider represents that it will remain qualified to furnish the purchased services in accordance with the applicable provisions of federal laws, Minnesota Statutes and Rules and this Agreement.
- B. The Provider agrees to use only qualified personnel to furnish any services pursuant to this Agreement. If licensing or certification is a necessary prerequisite for provision of services, the Provider ensures that personnel and services are properly licensed or certified in accordance with the provisions of state law and Minnesota rules. The Provider shall make every reasonable effort to maintain sufficient staff, facilities, and equipment to deliver the purchased services.
- C. The Provider agrees to furnish or arrange for staff training as required in Minnesota Rules and Minnesota Statutes. A copy of the staff training plan shall be provided to the County as requested.
- D. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs A, B, and C, as stated above, may be cause for cancellation of this Agreement effective as of the receipt of notice of cancellation.

VII. SAFEGUARD OF RECIPIENT INFORMATION AND HIPAA COMPLIANCE

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

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

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

IX. BONDING, INDEMNITY, AND INSURANCE

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

Provider or the subcontractors, partners, or independent contractors or any of their agents or employees under this Agreement.

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

1. By reason of any service, recipients suffer personal injury, death, or property loss or damages, either while participating in or receiving from the Provider the care and services to be furnished by the Provider under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Provider, its employees or assigns.
 2. By reason of any service, a recipient causes injury to, or damage to, the property of another person during any time when the Provider, the Provider's assigns or employees thereof have undertaken or are furnishing the care or services called for under this Agreement.
- C. County will defend, indemnify, and hold harmless Provider and/or its employees and agents from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of County or its agents or employees, or with regard to the legality of the County Housing Trust Fund Ordinance (Number 50), in the performance of or with relation to any of the work or services to be performed or furnished pursuant to this Agreement.
- D. Insurance: Any insurance required to be carried by the Provider shall be primary and not in excess to any other coverage by the County.

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

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

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

The County should be included as an additional insured on all liability policies; professional liability and workers compensation are the exception.

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

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

Commercial General Liability:

The Minimum Limits of Liability must be:

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

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

Professional Liability Coverage:

The Minimum Limits of Liability must be:

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

Automobile Liability:

The Minimum Limits of Liability must be:

Combined Single Limit of \$1,500,000 for Each Occurrence

- ◆ The policy must include All Owned Autos, Hired and Non-owned
- ◆ Beltrami County must be listed as an Additional Insured with respect to this Agreement.

Worker's Compensation and Employer's Liability Coverage:

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

X. PROVIDER DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors or the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Agreement have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security

Act, 42 USC 1320a-7. In addition, Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal money from providers who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Chapter 16C, Section 16C.03, Subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend providers who seek to contract with the State/County. Providers may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

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

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

Directions for Online Access to Excluded Providers:

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

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

XI. SUBCONTRACTING

- A. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without express written approval from the County. All subcontractors shall be subject to and shall meet all of the requirements of this Agreement.
- B. The Provider shall ensure that any and all subcontracts to provide services under this Agreement shall contain the following language:

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

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

XII. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this Agreement, including the payment provisions as specified above for the full term or any portion or extension of the agreement period, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered

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

XIII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. The Provider, in accordance with Minnesota Statutes, Chapter 13, Section 13.46, Subdivisions 7, 8, and 9, agrees to allow personnel from the County, the Minnesota Department of Human Services and the Minnesota Department of Health, where applicable, access to the Provider's records at reasonable hours to exercise their responsibility to monitor purchased services.
- B. The Provider agrees to cooperate fully with the County in the development and implementation of both qualitative and quantitative assessment of the Provider's services. Evaluation data collected will be used by the Beltrami County Board of Commissioners in its funding decisions. The Provider will submit financial, statistical, service utilization and outcome reports to the County each quarter or as requested.
- C. In the event there is a revision of State or Federal regulations that might result in the Provider's ineligibility for Federal or State financial participation, all parties will review this Agreement and renegotiate those terms necessary to bring this Agreement into compliance with the new regulations. It is understood and agreed that in the event the reimbursement to the Provider from State and Federal sources is not obtained or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
- D. No claim for services furnished by the Provider, not specifically provided in this Agreement, will be allowed by the County, nor shall the Provider do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of this Agreement.

- E. In accordance with Minnesota Statutes, Chapter 245, Section 245.466, Subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement.
- F. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- G. Before the termination date of this Agreement, the County may evaluate the performance of the Provider in regards to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

XIV. CANCELLATION AND TERMINATION OF CONTRACT

- A. Revocation of the Provider's license(s) shall be cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- B. **With or Without Cause:** This Agreement may be terminated without cause by either party upon thirty (30) calendar days written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) business days written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period.
- C. **Termination by County – Lack of Funding:** Notwithstanding any provision of this Agreement to the contrary, the County may **immediately terminate** this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota state agencies, federal or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The County or other Financially Responsible Agency is not obligated to pay for any services performed by the Provider after written Notice of Termination for lack of funding is sent to the Provider. The County or other Financially Responsible Agency will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- D. **Written Notice of Termination:** Other than noted in Section XIII, part C of this Agreement, this Agreement shall continue in effect until terminated by either party, upon thirty (30) days written notice, delivered by certified mail or in person to the other party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid, and addressed to the party authorized to receive notice, as provided herein. Provider notice will be delivered to United Way of Bemidji Area, 716 Paul Bunyan Dr. NW Bemidji, MN 56601. County notice will be delivered to Beltrami County Administrator, Beltrami County, 701 Minnesota Avenue NW, Bemidji, Minnesota 56601.

- E. **Duties of the Provider Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:
1. Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination.
 2. Immediately notify all persons who are receiving services pursuant to this Contract.
 3. Cancel all orders and subcontracts to the extent that they relate to the performance cancelled by the Notice of Termination.
 4. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.
 5. Submit a final invoice for services provided prior to termination, within thirty (30) calendar days of the date of termination.
 6. Retain the records of the persons for at least five (5) years following the termination of services.
 7. Transfer the person's records to the new Provider of services and work cooperatively with the new Provider until a smooth transition is made.
- F. **Duties of County or Other Financially Responsible Agency Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the County or other Financially Responsible Agency shall:
1. Not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized in writing by the County or other Agency with Financial Responsibility.
 2. Within thirty (30) calendar days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
- G. **Effect of Termination:** Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Contract adequately prior to the effective date of termination.
- H. In the event of default by the Provider, the County may cancel this Agreement immediately by sending written notice of cancellation to the Provider at its principal business address. The Provider's failure to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the County. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the County Board, under resolution of the Board.
- I. In the event of default by the County, the Provider may cancel this Agreement

immediately by sending written notice to Beltrami County Health and Human Services at its principal business address. The County's failure to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the Provider.

XV. ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as a previous agreement presently in effect between the Provider and County relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a court of law upholds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement.
- C. The parties further understand and agree that this Agreement shall be automatically extended for an additional period of up to ninety (90) days from the end date of this Agreement in the event a new Agreement between the parties is desired, but not entered into, prior to the expiration date contained in this Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

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

[Signatures to follow on next page]

For the County


Craig Gaasvig, Board Chair
Beltrami County Board of Commissioners

Date

Thomas Barry
Beltrami County Administrator

Date

For the Provider



Denae Alamo
Executive Director, United Way of the Bemidji Area

12-26-2024
Date

Approved as to Form and Execution

David L. Hanson
Beltrami County Attorney

Date



Meeting Date: January 7th, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Health and Human Services Warrants

RECOMMENDATIONS: Approval of bills paid

DEPARTMENT OF ORIGIN: Health and Human Services

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

DATE SUBMITTED: 12/26/24

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: January 7, 2024
Beltrami County Commission
Regular Agenda**

AGENDA BILL

SUBJECT: Classification of Tax-Forfeited Parcels

RECOMMENDATIONS: Approve land review committee's recommendations for the classification of select tax-forfeited parcels.

DEPARTMENT OF ORIGIN: Natural Resources Management

CONTACT PERSON: Shane Foley, Director, 333-4163

DATE SUBMITTED: December 20th, 2024

CLEARANCES: Land Review Committee

BUDGET IMPACT: \$0

EXHIBITS: PowerPoint presentation of parcels including land review committee recommendations at the meeting (not attached)

SUMMARY STATEMENT: Minnesota Statute 282.01 requires all parcels forfeited prior to 2024 to be classified as conservation or non-conservation lands. The County Board must allow any person or agency to make or submit comments about the pending classification prior to or at the meeting. The public has been given appropriate notice of the meeting. Parcels classified as "conservation" remain under the administration of the county, "non-conservation" lands are allowed to be sold, or required to be sold depending on the year of forfeiture.



Date: January 7, 2025
Beltrami County Commission

REGULAR MEETING AGENDA BILL

SUBJECT: 2025 Commissioner Committee Assignments

RECOMMENDATIONS: Review and Approve the 2025 Commissioner Committee Assignments

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON:

Tom Barry, County Administrator 333-4109

DATE SUBMITTED: January 2, 2025

CLEARANCES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS: 2024 Commissioner Committee Assignments

SUMMARY STATEMENT:

Review the 2024 Commissioner Committee assignments and make any changes/additions/corrections, as needed for 2025.

Coastig



Committees - 2025	Per Diem Eligible	Commissioner District					Meeting Date & Time	Contact Information
		D1	D2	D3	D4	D5		
Association of Minnesota Counties (including Policy Committees)	Y	D	D	D		D	As Needed	Julie Ring 651-789-4325
Bemidji Regional Airport Authority Board	Y	D				D	Monthly: 3 rd Wednesday @ 5:00 pm	Kyle Christiansen 218-444-2438
Blackduck Ambulance	Y	D				A	Monthly: 3 rd Thursday @ 9:30 am	
Blackduck EMS Joint Powers Board	Y	D				A	Monthly: 3 rd Thursday @ 10:30 am	
Cass Lake Fire Association	Y	D					Monthly: 4th Wednesday @ 6:30 pm	
ConCom/PLT Fund Committee	Y	D				D	As Needed	
County Public Defender Committee	N	D				D	As Needed	County Attorney 218-333-4219
E-911 Committee	N	D				D	As needed	Chris Muller 218-333-8386
Fair Board	Y	D				A	Monthly: 3 rd Monday @ 7:00 pm	Vern Holzhueter 218-444-8169
Headwaters Regional Dev Board (HRDC)	Y	D					Monthly: 3 rd Thursday @ 7:00 pm	Kal Larson 218-333-6539
Jail Sub-Committee - Finance	N	D					As Needed	Administrator 218-333-4019
Joint Airport Zoning Board (JAZB)	Y	D				D	As needed	Kyle Christiansen 218-444-2438
Kirchigami Regional Library Board	Y	A					Bi-Monthly: 3 rd Thursday @ 6:00 pm (Plus May-July)	Kirchigami Regional Library Board
Kirchigami Regional Library Board	Y	D				A	Monthly: 4th Friday @ 10:00 am	
Mississippi Headwaters Board	Y	D				A	Monthly: 4th Friday @ 10:00 am	Chris Muller 218-333-4163
Northwest Regional Radio Board	Y	D				A	Bi-Monthly	Brent Ruid 218-333-4157
One Watershed/One Plan 1W1P Policy Committee Headwaters	Y	D				D	Headwaters	Brent Ruid 218-333-4159
Planning Commission	N	D					Monthly: 4 th Monday	
Polk County Incinerator Advisory Board	Y	D				A	Quarterly: 9:30 am - 1:00 pm in Fosston	
Solid Waste Committee	N	D				D	Monthly: 3 rd Tuesday @ 10:00 am	Brian Olsson 218-333-8187

Interested in: Negotiations Personnel

could



Committees - 2023	Per Diem Eligible	Commissioner District					Meeting Date & Time	Contact Information
		D1	D2	D3	D4	D5		
Association of Minnesota Counties (including Policy Committees)	Y	D	D	D		D	As Needed	Julie Ring, 651-789-4325
Beltrami HRA	Y		D				2nd Wednesday alternating months 3:00 pm	Sandy Hennum, 218-333-6532
BICAP	Y		D		A		Monthly: 2nd Thursday @ 4:00 pm	Barb Moran 218-333-9827
Greater Bemidji	Y		A			D	Monthly: 3rd Friday @ 7:30 am	Dave Hengel, 218-444-5757
Hope House Board	Y		D				Monthly 1st Thursday 4:30 pm	Robin Wold 218-444-6748
Housing Trust Fund Board of Trustees	Y		D				Quarterly as needed	Anne Lindseth 218-333-8119
Jail Sub-Committee - Programming	N		D				As Needed	Administrator 218-333-4109
Joint Powers Natural Resource Board	Y		D			A	Monthly: 3rd Monday 10:00 am	
Kitchigami Regional Library Board	Y	A	D				Bi-Monthly: 3rd Thursday @ 6:00 pm (Plus May-July)	Kitchigami Regional Library Board
Land Review Committee	N		D		D		As Needed	Richard Moore, 218-333-4163
Law Library Board	N		D				As Needed	
Minnesota Rural Counties (MRC)	Y		D				B-Monthly 1st Monday @ 10:00 am	
Northern Lights Library Board	Y		D				Quarterly: Saturday 10:00 am in Moorhead	Kathy Enger 218-477-2934
Northwest Juvenile Center Board	Y		D		D		Odd Months 3rd Thursday @ 10:00 am Even Months - 3rd Monday @ 7:30 am	Mindy O'Brien 218-751-3196
Opioid Settlement Committee	N		D				Monthly: 2nd Monday @ 2:00 pm - 4:00 pm	Amy Bowles 218-333-8116
State Community Health Services (SCHAC) Advisory Committee	Y		D				Monthly 3rd Friday/one conference in St Cloud	Amy Bowles 218-333-8116

interested in: Casslake Fine
LenCon
Fairboard
HRDC

Wagner / Anderson



Committees - 2025	Per Diem Eligible	Commissioner District					Meeting Date & Time	Contact Information
		D1	D2	D3	D4	D5		
Association of Minnesota Counties (including Policy Committees)	Y	D	D	D		D	As Needed	Juie Ring, 651-789-4325
Behavioral Health Community Collaborative	Y			D			Even Months: 2 nd Thursday @ 8:00 am	Jeff Lind, 218-333-4196
Beltrami Area Service Collaborative (BASC)	Y			D			Even Months: Wednesday @ 8:00 am	Kim Graham 218-333-8194
BICAP	Y		D	A			Monthly: 2 nd Thursday @ 4:00 pm	Barb Moran 218-333-9827
County Extension Committee	N			D		D	Quarterly: 4 th Monday @ 9:30 am	Tony Hansen 218-327-5958
Ditch Committees	Y			D		A	As Needed	Bruce Hasbargen 218-333-8180
E-911 Committee	N		D	D			As needed	Chris Muller 218-333-8386
Fair Board	Y		D	A			Monthly: 3 rd Monday @ 7:00 pm	Vern Holzmeier 218-444-8169
Household Hazardous Waste	Y			D			Quarterly: 9:00 am in Bagley	
Jail Steering Committee	N			D			As Needed	Administrator 218-333-4108
Land of the Dancing Sky AAA	Y			A		D	Quarterly: 3 rd Monday	Shannon Hendrickson, 218-745-6733
Land Review Committee	N		D	D			As Needed	Richard Moore, 218-333-4163
Negotiations/Mediation	N			D			As Needed	Ann Schroeder, 218-333-4155
Newsletter Committee	N			D		D	As Needed	Diane Moe, 218-333-8478
Northwest Juvenile Center Board	Y		D	D			Odd Months 3 rd Thursday @ 10:00 am Even Months - 3 rd Monday @ 7:30 am	Mindy O'Brien 218-751-3196
Personnel Committee	N			D			As Needed	Ann Schroeder 218-333-4155
PrimeHealth Board	Y			A		D	Quarterly: 11:00 am in Alexandria	Jim Przybilla, 320-335-5250
PrimeWest Health System	Y			D		A	Monthly: 1 st Thursday in Alexandria	Jim Przybilla, 320-335-5250
Solid Waste Committee	N	D		D			Monthly: 3 rd Tuesday @ 10:00 am	Brian Olson 218-333-8187

Summer



Committees - 2025	Per Diem Eligible	Commissioner District					Meeting Date & Time	Contact Information
		D1	D2	D3	D4	D5		
One Watershed One Plan IW/P Policy Committee Red Lake	Y				D		Upper/Lower Red Lake	Brent Rud 218-333-4158
One Watershed One Plan IW/P Policy Committee Thief River Falls	Y				D		Thief River Falls	Brent Rud 218-333-4159

Carlson



Committees - 2025	Per Diem Eligible	Commissioner District					Meeting Date & Time	Contact Information
		D1	D2	D3	D4	D5		
Association of Minnesota Counties (including Policy Committees)	Y	D	D	D	D	D	As Needed	Julie Ring, 651-789-4325
Bemidji Regional Airport Authority Board	Y	D	D	D	D	D	Monthly: 3 rd Wednesday @ 5:00 pm	Kyle Christiansen 218-444-2438
Blackduck Ambulance	Y	D	D	D	D	D	Monthly: 3 rd Thursday @ 9:30 am	
Blackduck EMS Joint Powers Board	Y	D	D	D	D	D	Monthly: 3 rd Thursday @ 10:30 am	
Conf/PLT Fund Committee	Y	A	D	D	D	D	As Needed	
County Extension Committee	N	D	D	D	D	D	Quarterly: 4 th Monday @ 9:30 am	Tony Hansen 218-327-5958
County Public Defender Committee	N	D	D	D	D	D	As Needed	County Attorney 218-333-4219
Ditch Committees	Y	D	D	D	D	D	As Needed	Bruce Hasbargen 218-333-8180
Specialty Courts Steering Committee (DWI/Drug/Domestic Violence)	N	D	D	D	D	D	As Needed	Pam Norenburg, 218-759-4368
Greater Bemidji	Y	A	D	D	D	D	Monthly: 3 rd Friday @ 7:30 am	Dave Hengel, 218-444-5757
Jail Sub-Committee - Design & Operations	N	D	D	D	D	D	As Needed	Administrator 218-333-4109
Joint Airport Zoning Board (JAZB)	Y	D	D	D	D	D	As needed	Kyle Christiansen 218-444-2438
Joint Powers Natural Resource Board	Y	D	D	D	D	D	Monthly: 3 rd Monday 10:00 am	
Land of the Dancing Sky AAA	Y	A	D	D	D	D	Quarterly: 3 rd Monday	Shannon Hendrickson, 218-745-6733
Mississippi Headwaters Board	Y	D	D	D	D	D	Monthly: 4th Friday @ 10:00 am	
Newsletter Committee	N	D	D	D	D	D	As Needed	Diane Moe, 218-333-8478
Northwest Regional Radio Board	Y	D	D	D	D	D	Bi-Monthly	Chris Muller 218-333-4163
One Watershed/One Plan I/W/P Policy Committee Headwaters	Y	D	D	D	D	D	Headwaters	Brent Rud 218-333-4157
Polk County Incinerator Advisory Board	Y	D	D	D	D	D	Quarterly: 9:30 am - 1:00 pm in Fosston	
PrimeHealth Board	Y	A	D	D	D	D	Quarterly: 11:00 am in Alexandria	Jim Pryzbilla, 320-335-5250
PrimeWest Health System	Y	D	D	D	D	D	Monthly: 1 st Thursday in Alexandria	Jim Pryzbilla, 320-335-5250

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 Take Delegate, need alternate winger?



Date: January 7, 2025
Beltrami County Commission

REGULAR MEETING AGENDA BILL

SUBJECT: AMC Appointments & Delegates

RECOMMENDATIONS: Discuss and Approve County AMC Appointments & Delegates

DEPARTMENT OF ORIGIN: ADMINISTRATOR

CONTACT PERSON: Tom Barry, County Administrator 333-4109

DATE SUBMITTED: December 30, 2024

BUDGET IMPACT: None

ATTACHMENTS: AMC Appointment & Delegate List

SUMMARY STATEMENT:

As a member of the Association of Minnesota Counties (AMC), each year counties are encouraged to appoint at least one commissioner or county official to each of the five AMC policy committees. Individuals may not serve as a voting member on more than one policy committee. Counties must also designate voting delegates who are permitted to cast votes on behalf of the County during official AMC meetings/business. The proposed Appointment and Delegate List is attached.



AMC 2025 POLICY COMMITTEE & VOTING DELEGATE APPOINTMENTS

2025 AMC POLICY COMMITTEE APPOINTMENTS

Counties must appoint at least one commissioner or county official to each of the five AMC policy committees. Individuals may not serve as a voting member on more than one policy committee.

2025 County Board Chair	Craig Gaasvig
2025 Vice Chair	Joe Gould

Policy Committee	2025 Policy Committee Member
Environment & Natural Resources Policy Committee	Joe Gould
General Government Policy Committee	Tim Sumner
Health & Human Services Policy Committee	Scott Winger
Public Safety Policy Committee	Tom Barry
Transportation & Infrastructure Policy Committee	Bruce Hasbargen

2025 AMC VOTING DELEGATE APPOINTMENTS

Please type (or clearly print) the names of your county's appointed AMC Voting Delegates for 2024 in the spaces below. Voting delegates are permitted to cast votes on behalf of one's county during official AMC meetings/business.

1	Tim Sumner	<p>ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS</p> <p>Section 1. Association Delegates Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.</p>
2	Joe Gould	
3	Scott Winger	
4	Craig Gaasvig	
5	John Carlson	
6	Tom Barry	
7	JoDee Treat	
8	Bruce Hasbargen	

Please return to Matthew Cook via mcook@mncounties.org



Date: January 7, 2024
Beltrami County Commission
Regular Meeting Agenda

REGULAR MEETING AGENDA BILL

SUBJECT: Northern Township Infrastructure Resolution

RECOMMENDATIONS: Approve the Revised Resolution of Support for Northern Township's Birchmont Beach Roadway Sewer Infrastructure Project

DEPARTMENT OF ORIGIN: ADMINISTRATOR

CONTACT PERSON: Tom Barry, County Administrator 333-4109

DATE SUBMITTED: December 30, 2024

CLEARANCES: Administrator

ATTACHMENTS: Revised Resolution

BUDGET IMPACT: None

SUMMARY STATEMENT:

Northern Township has been working on plans to install sewer infrastructure on the north side of Lake Bemidji for years. Several concepts have been evaluated over the past few years and on March 1, 2022, the County Board approved a Resolution of Support for the project. To help further the project, on April 16th, 2024, the County Board approved an Access and Soil Boring Permit on a parcel of County land that it wanted to explore to potentially locate a mechanical treatment plant on. As the project has evolved, the Resolution has become outdated. The Township has requested approval of a revised resolution (attached) that reflects more accurately the current project scope for petitioning the State Legislature for funding.

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

DATE: January 7, 2025

RESOLUTION # XXXXXXXX

MOTION OF COMMISSIONER: XXXXXXXX

SECONDED BY COMMISSIONER: XXXXXXXX

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED A RESOLUTION OF
SUPOORT FOR NORTHERN TOWNSHIP INFRASTRUCTURE**

WHEREAS, Lake Bemidji is an historic and spiritual water body which serves as an important cultural and recreational resource to Beltrami County; and

WHEREAS, the combination of a high-water table and many aging residential and commercial septic systems on the Northwest and North end of Lake Bemidji pose a potential health risk and threaten the water quality of Lake Bemidji; and

WHEREAS, Ruttger's Resort, the MN DNR Regional Headquarters and Lake Bemidji State Park, which are located on the Northwest and North end of Lake Bemidji, all need to replace their aging septic systems; and

WHEREAS, Ruttger's Resort, the MN DNR Regional Headquarters and Lake Bemidji State Park have expressed their support for a proposed sanitary sewer project extending along Birchmont Beach Road to serve their facilities; and

WHEREAS, the proposed sanitary sewer project will help maintain water quality of a shared natural resource of great importance to our region and improve resident's land usability; and

WHEREAS, Combining the proposed sanitary sewer project with the planned Beltrami County CSAH20 roadway improvement project will greatly reduce costs and be less disruptive to businesses, residents and tourists; and

WHEREAS, the extension of sanitary sewer services in this area has been a regional planning goal for over 50 years;

NOW, THEREFORE BE IT RESOLVED that the Beltrami County Board of Commissioners do hereby offer written support for the Northern Township Sewer Extension Project and further support and encourage allocation of any State or federal funding that may help fund this important water quality project and the CSAH 20 Reconstruction Project.

	<u>YES</u>	<u>NO</u>
Gaasvig		
Gould		
Winger		
Sumner		
Carlson		

STATE OF MINNESOTA)
) ss.
 COUNTY OF BELTRAMI)

I, Thomas H. Barry, County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on January 7, 2025, now on file in my office and have found the same to be a true and correct copy thereof.

Thomas H. Barry, County Administrator



DATE: January 7, 2025
Beltrami County Commission
Regular Meeting Agenda

AGENDA BILL

SUBJECT: Commissioners' Business Items

RECOMMENDATIONS: Discussion

DEPARTMENT OF ORIGIN: N/A

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

DATE SUBMITTED: January 2, .2025

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)
4th Tuesday @ 6:30 pm**

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

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

January 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