

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 16, 2025

Council Chambers

City Hall – 317 4th Street NW

**COUNCIL MEETING WILL BEGIN AS
SOON THEREAFTER FOLLOWING
BEDA MEETING**

6:00 PM

ROLL CALL



PLEDGE OF ALLEGIANCE TO THE FLAG

AMENDMENTS TO THE AGENDA

CONSENT AGENDA #1

Items in the Consent Agenda are approved with one motion without discussion/debate. The Mayor will ask if any Councilmember wishes to remove an item. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.

- 1) Claims Submitted by Finance Officer in the Amount Of \$2,563,135.40
- 2) Claims Submitted by ASM Global for the Sanford Center in the Amount of \$36,101.89
- 3) Resolution Authorizing Grant Agreement with Minnesota Department of Transportation for State Funded Program for IIJA Discretionary Grant Assistance
- 4) Resolution Approving State of Minnesota JPA with the City of Bemidji on Behalf of its Police Department Regarding the Minnesota Internet Crimes Against Children Task Force (ICAC)
- 5) Resolution Approving the First Amendment to the Real Property Declaration for the Grant Agreement Between the City of Bemidji and the State of Minnesota for the Bemidji Regional Airport Development Park BDPI Project
- 6) Resolution Approving Gambling Premises Permit for Lawful Gambling to BYHA at the Corner Bar
- 7) Approve Opioid Grant Funding and Agreement with Beltrami County Opioid Steering Committee.
- 8) Approve Purchase of Tommy Gate Lift Gate (Parks)
- 9) Approve Grant Agreement for Office of Violence Against Women Analyst
- 10) Approve Change Order #2 for the Cameron Park Restroom Project for \$1,000
- 11) Approve Comparable Cities List for Grading and Compensation Study
- 12) Declare Surplus Equipment and Authorize Disposal
- 13) Declare Neilson Reise's Ice Plant and Associated Piping as Surplus Property

CONSENT AGENDA #2

- 14) Claims Submitted by Finance Officer to VisitBemidji in the Amount of \$1,185.25

CITIZENS WITH BUSINESS BEFORE THIS COUNCIL-NOT ON AN AGENDA

Public Comment – Please give your name, address, and state your concern/comment. Visitors may share their concerns with City Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive or overly argumentative. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. COMMENTS WILL BE TAKEN UNDER ADVISEMENT BY THE COUNCIL.

ORDINANCES

- 15) Consider Ordinance Amending the City of Bemidji Council-Manager Charter Amending Chapter 12 Entitled "General Provisions", Adding Section 12.17 Charter Violations
 - a. Motion to Publish Summary of Said Ordinance

REPORT

- 16) HRDC Update on Comprehensive Plan

COUNCIL COMMITTEE REPORTS

CLOSED MEETING

Consider Potential Closed Session Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b). Consideration of pending litigation concerning the consolidated boundary adjustment proceedings involving Northern Township and the City of Bemidji, Minnesota Office of Administration File Numbers OAH 71-0330-40846 and OAH 71-0330-40869.

REOPEN MEETING

Reopen meeting if closed and consider possible action therefrom.

UPCOMING MEETINGS

- 17) Monday, June 23 - Work Session (Neilson Reise Facility Use/Grant Update and City Operations Discussion)
Monday, June 30 - Work Session (If Needed)
Monday, July 7 - Council Meeting
Monday, July 14 - Planning Board

ADJOURN

Bill List Summary

June 16th, 2025

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
42672	Postmaster	\$1,268.56
42676 - 42778	See Attached List	<u>2,561,866.84</u>
		2,563,135.40
	TOTAL	\$ 2,563,135.40

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 06/11/2025 - 11:23AM
Warrant Request Date: 6/17/2025
DAC Fund:



Batch: 00417.06.2025

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	218 Landscapes	000042676	2,785.00
2	A & K Contracting	000042677	914.00
3	Ace On The Lake	000042678	1,809.70
4	Acme Tools-Bemidji	000042679	453.13
5	American Engineering Testing, Inc.	000042680	2,500.00
6	Artisan Beer Company	000042681	552.10
7	Arvig	000042682	510.00
8	Baycom, Inc.	000042683	8,570.00
9	Bellboy Corporation	000000000	2,929.73
10	Beltrami County Auditor/Treasurer	000042684	219,171.91
11	Beltrami County Dare Advisory	000000000	174.95
12	Beltrami County Solid Waste	000042685	126.25
13	Beltrami County Treasurer	000042686	2,000.00
14	Beltrami Electric Coop	000042687	1,148.77
15	Bemidji Coca-Cola Bottling Co, Inc	000042688	667.50
16	Bemidji Coop Ass'n, Inc.	000042689	108.35
17	Bemidji Paper Sales, Inc.	000042690	1,008.80
18	Bernick's	000000000	42,192.41
19	Bessler Electric	000042691	11,401.02
20	Bluefin Payment Systems	000000000	3,343.26
21	Bonded Lock & Key of Bemidji	000042692	5,091.70
22	Brasel,Nathan	000000000	562.35
23	Breakthru Beverage Minnesota Beer, LLC	000042693	570.00
24	Breakthru Beverage Minnesota Wine & Spirits, LLC	000042694	26,544.87
25	Central McGowan, Inc	000042695	290.66
26	Chris Ellis Towing & Recovery	000042696	225.00
27	City of Bemidji	000042697	47.34
28	City of Bemidji - ACH	000000000	9,097.62
29	Clarity Glass	000042698	2,517.70
30	Cleaning Maid Simple	000000000	1,215.00
31	Climate Control, Inc.	000042699	825.00
32	ComplianceGo, LLC	000042700	600.00
33	Cool Threads	000042701	2,455.45
34	Core & Main	000042702	322.18
35	CSG Forte Payments, Inc.	000000000	821.54
36	Culligan	000042703	1,874.44
37	Dahlheimer Beverage Brainerd	000000000	5,441.35
38	DEMCO	000000000	194.03
39	Dickson,Robert	000042704	549.22
40	D-S Beverages	000042705	48,568.19
41	DSGW Architects	000042706	240.00
42	EAPC Architects Engineers	000042707	3,696.00
43	Earl F. Andersen, Inc.	000042708	2,412.95
44	Eckman,Caden	000000000	59.99

Page Total: \$416,589.46

Line	Claimant	Voucher No.	Amount
45	Fed Ex	000042709	99.66
46	Ferguson Waterworks #2516	000042710	207.48
47	Flaherty & Hood, P. A.	000042711	6,110.00
48	FleetPride, Inc.	000042712	82.18
49	Freeberg & Grund, Inc.	000042713	610.00
50	Fulton,Joshua	000000000	60.00
51	Gopher State One-Call	000000000	434.10
52	Grafix Shoppe	000042714	805.24
53	Grand Forks Fire Equipment LLC	000000000	486.43
54	Granite City Armored Car, Inc.	000042715	803.40
55	Guardian Fleet Safety	000042716	29,449.78
56	Guardian Pest Control, Inc	000042717	159.68
57	Hawkins, Inc.	000042718	20,897.17
58	HBI Radio Bemidji	000042719	1,546.00
59	Home City Ice Co.	000042720	919.34
60	Ink Spot Press	000042721	1,989.33
61	Ironhide Equipment, Inc.	000000000	426.64
62	Jim Hirt Trucking, Inc	000042722	1,412.91
63	Johnson Bros., Inc.	000042723	33,956.31
64	Jon's Refuse Solutions, Inc	000042724	2,576.50
65	JT Properties, LLC	000042725	6,539.00
66	Katzenmeyer,Martin	000000000	93.60
67	Kenny's	000042726	639.12
68	Kimley-Horn & Associates, Inc.	000000000	42,941.83
69	Klockow Brewing Company	000042727	417.00
70	L & M Supply, Inc.	000042728	1,406.81
71	Larry's Carpet & Ceramic, Inc.	000042729	50.00
72	Larry's Machine Shop	000042730	222.72
73	Lawson Products, Inc.	000042731	488.36
74	League of MN Insurance Trust	000042732	393,159.00
75	Macqueen Emergency Group	000000000	601.88
76	Marco, Inc.	000000000	461.52
77	Marshall-Bond Pumps, Inc.	000042733	1,271.32
78	Martin-McAllister	000042734	650.00
79	Mastin,Mike	000000000	16.00
80	Maverick Beverage Company	000042735	1,348.40
81	McKinnon Co., Inc.	000042736	34,421.00
82	Menards-Bemidji	000042737	1,346.11
83	Midwest Playscapes Inc.	000042738	2,484.00
84	Miller,Kent	000000000	159.99
85	Minnesota Pump Works	000042739	3,030.52
86	Minnesota Recreation and Parks Association	000042740	620.00
87	MN Dept of Health	000042741	9,515.00
88	MN Dept of Revenue (C)	000000000	102.10
89	MN Energy Resources	000000000	2,869.97
90	MN Valley Testing Lab, Inc.	000000000	46.00
91	Moore Engineering, Inc.	000042742	49,500.00
92	NAPA Auto Parts/Premier	000042743	1,062.30
93	Nature's Edge Garden Center	000042744	736.56
94	Naylor Heating & Refrigeration, LLC	000000000	3,754.14
95	Nei Bottling, Inc.	000042745	201.00
96	Nistler,Thomas	000000000	60.00
97	Northern Paving Inc.	000042746	1,019.15
98	NW Tire, Incorporated	000042747	781.24
99	O'Reilly Auto Parts	000042748	16.86
100	Paskvan Real Estate LLLP	000042749	1,725.00
101	Paustis & Sons	000042750	834.50

Page Total: \$667,624.15

Line	Claimant	Voucher No.	Amount
102	Phillips Wine & Spirits	000042751	10,910.62
103	Polk County Solid Waste	000042752	1,099.40
104	Postmaster	000042753	2,395.90
105	Priority Payment Systems	000000000	31.62
106	Puddle Duck Properties LLC	000042754	11,165.27
107	Quadient Leasing	000042755	2,636.04
108	Reiersen Construction, Inc.	000000000	225,306.49
109	Rice Lake Construction Group	000042756	762,312.28
110	RIHM Leasing Inc.	000042757	1,258.78
111	RMB Environmental Laboratories, Inc.	000042758	1,430.64
112	Roger's Two Way Radio, Inc.	000042759	60.00
113	Royal Bay Owners' Assoc.	000042760	500.00
114	Russell,Dylan	000000000	189.00
115	Sanitation Products Inc.	000042761	113.44
116	Schroeder,Scott	000000000	161.81
117	SenSource	000042762	300.00
118	Sherwin-Williams Co	000042763	1,873.96
119	SiteOne Landscape Supply, LLC	000042764	1,540.00
120	Skumavc,Kori	000000000	54.25
121	Southern Glazer's of MN	000042765	13,769.40
122	Southside Tow & Rec, Inc	000042766	708.11
123	Sparky's Construction, Inc.	000042767	173,213.02
124	Springbrook Software LLC	000000000	1,719.00
125	Streicher's	000042768	30.00
126	Superior Outdoors LLC	000042769	706.00
127	Team Laboratory Chemical, LLC	000042770	1,194.00
128	Terace,Clement	000000000	12.98
129	The Library Store, Inc.	000042771	791.77
130	Thomson Reuters-West	000042772	211.09
131	Town Law Center PLLP	000042773	537.50
132	US Bank - ACH	000000000	223,035.43
133	US Bank Merchant Billing	000000000	403.85
134	Verified First	000042774	912.20
135	Vessco, Inc.	000000000	22,562.00
136	Vestis	000042775	1,477.30
137	Vinocopia, Inc.	000000000	2,896.21
138	Wells Fargo.Business Track	000000000	1,168.61
139	Wes Plumbing & Heating	000042776	7,602.96
140	WEX Health, Inc	000000000	526.75
141	Wine Merchants	000042777	157.20
142	WW Thompson Concrete Products	000042778	468.90
143	Ziegler, Inc.	000000000	209.45

Page Total: \$1,477,653.23

Grand Total: \$2,561,866.84

**Sanford Center
Cash Requirements
As of Jun 17, 2025**

Filter Criteria includes: 1) Invoices Due (no discount available). Report order is by ID. Report is printed in Detail Format.

Vendor	Description	Date	Amount Due
3D - Virtual REALty	Building Marketing - Online 3D Virual Tour	5/29/25	<u>1,780.00</u>
ASM Global	June Management Fee	6/2/25	10,609.00
ASM Global	June IT Fees	6/4/25	<u>1,162.50</u>
ASM Global	ASM Global		<u>11,771.50</u>
Becker Arena Products Inc	General Building Repair	6/3/25	<u>548.30</u>
Bridgepay Network Solutions	Merchant Gateway Fee	6/5/25	<u>19.95</u>
Carbonhouse	Website Host	6/1/25	<u>700.00</u>
Central McGowan Inc	Food and Beverage CO2	5/31/25	<u>55.06</u>
City of Bemidji	Utility - Water & Sewer	5/31/25	<u>2,156.31</u>
Dacotah Paper Co	General Building Maintenance	6/10/25	89.73
Dacotah Paper Co	Janitorial Supplies	6/10/25	<u>1,288.67</u>
Dacotah Paper Co	Dacotah Paper Co		<u>1,378.40</u>
Guardian Pest Solutions	Pest Control	6/10/25	<u>284.88</u>
Hard Target, Inc.	Contracted EMT Reimburseable	6/1/25	<u>1,440.00</u>
Luekens Village Foods - North	Inventory - Food	6/10/25	<u>39.93</u>
Luekens Village Foods - South	Inventory - Food	5/14/25	<u>7.18</u>
Marco Technologies LLC	Copier/Printer Rental	6/7/25	<u>413.78</u>
Marsh USA LLC	Workers Comp Insurance	6/3/25	<u>2,393.00</u>
Midwest Alarm Company Inc	General Building Repair	5/27/25	<u>2,316.34</u>
NLFX Professional	Contracted AV Reimburseable	6/10/25	90.00
NLFX Professional	Contracted AV Reimburseable	6/10/25	<u>90.00</u>
NLFX Professional	NLFX Professional		<u>180.00</u>
Dennis A. Noska	HVAC Maintenance	5/25/25	<u>200.00</u>
ODP Business Solutions, LLC	Office Supplies	5/20/25	<u>245.51</u>
Orbis Payment Services, Inc	PCI Compliance	6/6/25	<u>115.00</u>

**Sanford Center
Cash Requirements
As of Jun 17, 2025**

Filter Criteria includes: 1) Invoices Due (no discount available). Report order is by ID. Report is printed in Detail Format.

Vendor	Description	Date	Amount Due
Paul Bunyan Communications	Utility - Telephone	6/1/25	<u>1,576.00</u>
Paustis Wine Company	Inventory - Wine	6/6/25	<u>352.00</u>
Performance Food Group	Inventory - Food	6/4/25	1,481.05
Performance Food Group	Inventory - Food	6/9/25	<u>1,206.62</u>
Performance Food Group	Performance Food Group		<u>2,687.67</u>
Robert Anderson	Reimbursement: Operating Supplies, Event Supplies, Office Supplies, Toolcat Fuel, Food Inventory, Show Marketing Reimbursable, Online 3D Virutal Tour, Square, Adobe, X/Twitter, & Canva Subscribtions	6/9/25	<u>4,001.27</u>
T&K Outdoors, Inc	Storage Container Rent	6/2/25	<u>100.00</u>
Tennant Sales & Service Co	Floor Scrubber Repair	6/4/25	<u>238.41</u>
Vestis Group, Inc	Laundry & Linen	5/29/25	147.52
Vestis Group, Inc	Laundry & Linen	6/5/25	<u>147.52</u>
Vestis Group, Inc	Vestis Group, Inc		<u>295.04</u>
WM Corporate Services, Inc	Utility - Trash Removal	6/3/25	<u>806.36</u>
			<u><u>36,101.89</u></u>

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: Consider Approval of Agreement & Resolution Accepting IIJA Discretionary Grant Funds

Prepared By: Samuel C. Anderson, City Engineer/DPW

Background:

The Hannah Avenue NW & Middle School Drive NW reconstruction project is being funded with a combination of RAISE grant, State Aid construction, and IIJA State Discretionary funding. The IIJA funding requires a separate agreement with the State in order to execute the funding for use on the project. The current agreement states the City will use \$630,068.32 based on the current contractor bid results, but if the project costs increase, the City has access to up to \$1.6 million in IIJA funding through an amendment to this agreement. Any funds not needed for this current city project can be made available for the future MnDOT TH 197 project.

Recommendation:

It is recommended that the city council pass a motion to approve the attached resolution and authorize the Mayor and City Manager to execute the attached grant agreement.

**STATE OF MINNESOTA
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE AND
IIJA DISCRETIONARY MATCH
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Bemidji
317 4th Street NW
Bemidji, MN 56601

Contact: Sam Anderson

RECITALS

1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IIJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a). Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$630,068.32**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Sam Anderson
City Engineer
1351 5th Street NW
Bemidji, MN 56601
218-333-1851
sam.anderson@ci.bemidji.mn.us.

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices

of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination. The State or Commissioner of Administration may unilaterally terminate this agreement at any time with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The

Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors , (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with	
2023 State IIJA Match Fund Grant, SAAS Acct 426	\$630,068.32	General Fund Grant Funds:	
Other:		SAP 105-132-003 Construction	\$203,932.04
	\$ _____	SAP 105-132-003 Construction	\$426,136.28
Subtotal	\$630,068.32	Subtotal	\$630,068.32
Public Entity Funds:		Items paid for with	
Matching Funds		Non-	
Local Match	\$121,750.08	General Fund	
		Grant Funds:	
		Phase 1 of the TH 197 project	\$3,721,100.08
Other:		Trainees Participating	\$650.00
Federal (RAISE)	\$3,600,000.00		
Subtotal	\$3,721,750.08	Subtotal	\$3,721,750.08
TOTAL FUNDS	\$4,351,818.40	TOTAL PROJECT COSTS	\$4,351,818.40

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

From: noreply@formstack.com
To: [MN_DOT_Grant_Support](#)
Subject: IJJA Match application | Minnesota Department of Transportation | Dec 8, 2023 2:38 PM
Date: Friday, December 8, 2023 2:42:50 PM
Attachments: [IJJAmatchapplication_Submission_1172428635.pdf](#)
[150568416_SF424C.pdf](#)
[150568439_RAISE_2022_Award_Letters_-_MN_Hwy_197_\(Paul_Bunyan_Drive\)_Safety_and_Mobility_Improvement_Project.pdf](#)

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.



Formstack Submission For: [IJJA-match-application](#)
Submitted at 12/08/23 2:38 PM

Entity Legal Name:	Minnesota Department of Transportation
Mailing address:	395 John Ireland Boulevard Saint Paul, MN 55155
SWIFT Vendor Number:	
Type of applicant :	State government
Name:	JT Anderson
Title:	District Engineer - MnDOT D2
Phone number:	(218) 755-6549
Email address:	J.T.Anderson@state.mn.us
Name:	Darren Laesch
Title:	Assistant District Engineer - MnDOT D2

Phone number:	(218) 766-4246
Email address:	darren.laesch@state.mn.us
Transportation mode :	State highway
Program/project title:	Hwy 197 (Paul Bunyan Drive) Safety and Mobility Improvement Project
Brief program/project description:	Reconstruction of Hwy 197, Middle School Drive, Hannah Avenue and Gillette Drive.
Program/project location :	Bemidji, MN
Congressional district of program/project :	District 8
Estimated start date:	May 01, 2025
Estimated end date :	Nov 15, 2027
State Project Number or SAP Number, if applicable :	SP 0416-55; SP 105-132-003; SP 105-142-002
Name of federal awarding agency/office:	U.S. Department of Transportation Office of the Secretary (OST)
Name of OST grant program:	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)
Name of FAA grant program:	
Name of FHWA grant program:	
Name of FRA grant program:	
Name of FTA grant program:	
Name of Maritime	

Administration grant program:	
Category:	
Category:	
Category :	
Category :	
Category :	
Category :	
Category :	
Category :	
Assistance Listing Number (ALN):	20.933
Federal Funding Opportunity Number :	DTOS59-22-RA-RAISE
Date of notice of award:	Aug 11, 2022
Amount of federal funds requested:	18000000
Amount of federal funds awarded:	18000000
Total project cost (as proposed on application):	26000000
Match requirement percentage for the federal program:	80%/20% MnDOT; 88%/12% City of Bemidji
Upload PDF of SF-424 from application:	View File
Upload Notice of Award	

**letter/confirmation
from federal awarding
agency :**

[View File](#)

**Is there anything else
you'd like to add?:**

This was an application that was submitted jointly by MNDOT and the City of Bemidji. Federal Fund award was split as follows:

MnDOT: \$14.4M - Improvements on Hwy 197 (Paul Bunyan Drive)
City: 3.6M Improvements for Middle School Drive and Hannah Avenue

The \$8M of Non-Federal listed in the application consists of \$2.6 M in Design, \$1.3M in Right-of-way and \$4.1M Construction.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION NO.

A RESOLUTION ACCEPTING IIJA DISCRETIONARY GRANT ASSISTANCE FOR SP 105-132-003 AND SP 105-142-002

(Hannah Avenue NW from 23rd Street NW to State Highway 197)
(Middle School Drive NW from 23rd Street NW to State Highway 197)

WHEREAS, the City of Bemidji has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$630,068.32 by reason of the lowest responsible bid;

THEREFORE, BE IT RESOLVED, that the City of Bemidji does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate and will return any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

The foregoing resolution was offered by Councilmember _____, and upon due second by Councilmember _____, was passed by the following vote:

Yeas:
Nays:
Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

CERTIFICATION

State of Minnesota }
 }
County of Beltrami }

I hereby certify that the above is a true and correct copy of Resolution No. _____ duly passed, adopted and approved by the City Council of said City on _____.

(Seal)

City Clerk

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: Approve the Joint Powers Agreement between the City of Bemidji and the State of Minnesota.

Prepared By: Mike Mastin, Chief of Police.

Background:

The Bemidji Police Department has collaborated with the State of Minnesota, Bureau of Criminal Apprehension as part of the Internet Crimes Against Children Task Force (ICAC) for nearly 10 years. This collaboration has helped many victims and built strong cases to assist in the prosecution of offenders. Recently, the ICAC Task Force has updated the Investigative and Operational Standards. This update requires a new Joint Powers Agreement.

Recommendation:

Approve the Joint Powers Agreement between the City of Bemidji and the State of Minnesota.



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA" or "Lead Agency"), and the City of Bemidji on behalf of its Police Department at 613 Minnesota Ave NW Bemidji, MN 56601 ("Governmental Unit" or "Affiliate Agency"). The BCA and Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, BCA and Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Governmental Unit wishes to participate in the Minnesota Internet Crimes Against Children ("ICAC") Task Force. The Parties wish to work together to investigate and prosecute crimes committed against children, including the criminal exploitation of children committed and/or facilitated by or through the use of computers. The Parties further wish to disrupt and dismantle organizations engaging in these activities. This Agreement identifies what the Parties, either individually or jointly, will provide under this Agreement and identifies the consideration to be paid by BCA to Governmental Unit, if any, for equipment, training, and expenses (including travel and overtime) incurred by Governmental Unit as a result of investigations conducted pursuant to this Agreement.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five (5) years from the date it is effective unless terminated earlier pursuant to Clause 13.

2. Purpose

Governmental Unit and BCA enter into this Agreement for the purpose of facilitating the Governmental Unit's participation in the ICAC Task Force, which implements a three-pronged approach of prevention, education, and enforcement to combat internet crimes against children. This Agreement also provides the mechanism to reimburse Governmental Unit for equipment, training, and expenses (including travel and overtime), if any, that it incurs as a result of its participation in the ICAC Task Force.

3. Definitions

- 3.1 **"Affiliate" or "Affiliate Agency"** is an agency that is working with a *Lead Agency* as part of a regional or state ICAC Task Force. An *Affiliate* has agreed in writing to adhere to these *Standards*. Governmental Unit is the *Affiliate Agency* for purposes of this Agreement.
- 3.2 **"Authorized Personnel"** are those who lack powers of arrest but have been authorized to participate in *Investigations* directed by law enforcement personnel (e.g., agency personnel, digital evidence experts, etc.).
- 3.3 **"Commander"** means the BCA Special Agent in Charge ("SAIC") who serves as the leader of the ICAC Task Force.
- 3.4 **"Contraband Image"** is a visual depiction of any kind (including computer generated) in any form (including live streaming) that depicts or conveys the impression that: (1) a minor or purported minor is engaged in

Sexually Explicit Activity; or (2) an adult is engaging in *Sexually Explicit Activity* in the presence of a minor or purported minor.

- 3.5 “**CGI**” is a wholly computer-generated visual depiction in any form (including printed/digital or video).
- 3.6 “**Crime**” is any offense (or group thereof) *Investigated* by law enforcement that involves (or involve) the exploitation/victimization of children facilitated by technology.
- 3.7 “**Deconfliction**” is a process whereby law enforcement can submit *Investigative* information to each other and/or to ICAC-related databases in order to determine whether other *Members* or other law enforcement agencies have information concerning the same targets or *Crimes*.
- 3.8 “**Employee**” is a sworn or compensated individual of a law enforcement agency who is working under the direction and control of a law enforcement agency.
- 3.9 “**Investigation**” is an investigation into a *Crime*. Likewise, “*Investigate*,” “*Investigated*,” “*Investigating*,” and “*Investigative*” are used within the same context.
- 3.10 “**Investigative Persona**” any identity established or created by an *Employee* to aid an *Investigation*.
- 3.11 “**Investigator**” is a *Member* who is a part of the *Sworn Personnel* of a *Task Force*.
- 3.12 “**Lead Agency**” is the law enforcement agency that receives the ICAC grant and is designated by the Office of Juvenile Justice Delinquency Prevention (“OJJDP”) within the Department of Justice to act as the *Lead Agency* for the corresponding *Task Force*. BCA is the *Lead Agency* for purposes of this Agreement.
- 3.13 “**Member**” is a *Lead* or *Affiliate Agency’s Employee* who is either *Sworn Personnel* or *Authorized Personnel* and who has been designated to work on ICAC-related matters for his/her respective agency and *Task Force*.
- 3.14 “**Partner**” is a civilian or non-sworn organization that OJJDP has recognized as a legitimate source of assistance.
- 3.15 “**Sexually Explicit Activity**” is real or simulated: (1) sexual intercourse of any kind; (2) masturbation; (3) sadistic/masochistic conduct; and/or (4) lascivious exhibition of the anus, breast, genitals, or pubic area of any person.
- 3.16 “**Supervisor**” is a *Member* who has been designated by his/her respective agency to supervise *Investigations* and other ICAC-related matters.
- 3.17 “**Standards**” are all of the provisions of this Agreement and the ICAC Task Force Program Operational and Investigative Standards established by OJJDP.
- 3.18 “**Sworn Personnel**” are *Members* with powers of arrest.
- 3.19 “**Task Force**” is the *Lead Agency* and their *Affiliate(s)* (combined) as designated by OJJDP for a particular state or region.
- 3.20 “**Vigilante**” is a non-*Partner* activist or activist organization engaged in investigative tactics or other law enforcement-like activities.

4. Responsibilities of Governmental Unit and BCA

4.1 Governmental Unit will:

- 4.1.1 Assign one or more *Employees* as *Members* of the ICAC Task Force. All *Employees* of Governmental Unit assigned as *Members*, and while performing ICAC *Investigations* and assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that *Member*. All services, duties, acts, or omissions performed by the ICAC Task Force *Member* will be within the course and duty of the *Member’s* employment and therefore covered by the workers’ compensation and other compensation programs of Governmental Unit including fringe benefits.
- 4.1.2 Conduct *Investigations* in accordance with all applicable *Standards* and conclude *Investigations* in a timely manner.
- 4.1.3 Submit Performance Measure data to the ICAC Data System (IDS) by the end of each month for the duration of this Agreement. The BCA must fulfil its reporting requirements as a recipient of the OJJDP grant award for MN ICAC Task Force in partnering with law enforcement agencies. Failure to timely provide OJJDP with Performance Measure data may jeopardize the BCA’s future grant qualifications as well as result in the delinquent law enforcement agency’s denial to participate in the Minnesota ICAC Task Force.
- 4.1.4 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project *Commander* to assist in reimbursement deadlines.
- 4.1.5 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement, an operational plan, and an explanation of how it qualifies under the required criteria in Clauses 5.1 and 5.2 below.

- 4.1.6 Allow BCA to inform *Affiliate Agencies* and *Partners* of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.7 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 BCA will:

- 4.2.1 Provide a Special Agent in Charge ("SAIC") who will serve as the *Commander* of the *Task Force*.
- 4.2.2 Provide daily direction and assign duties and other assignments to *Members*.
- 4.2.3 Review and approve or decline reimbursement requests under Clause 4.1.5 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by the Governmental Unit acting through its *Members* or *Employees*.

5. Standards

Governmental Unit and its *Members* will adhere to all applicable *Standards*, including, but not limited to, the following:

- 5.1 *Investigate* activities related to internet *Crimes* and the exploitation of children through the use of computers.
- 5.2 *Investigate* organizations to disrupt and dismantle *Crimes* committed against children.
- 5.3 Comply with the ICAC Task Force Program Operational and Investigative Standards, as established by OJJDP.
- 5.4 *Investigators* assigned by the Governmental Unit to the ICAC Task Force must be licensed peace officers.
- 5.5 Follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures.
- 5.6 Follow proper legal procedures in securing evidence, including electronic devices.
- 5.7 Understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 5.8 Use, as appropriate, the most current investigative technologies and techniques.
- 5.9 Obtain approval from the BCA ICAC Project *Commander* before conducting a pro-active undercover chat operation with anticipated multiple targets.
- 5.10 Make reasonable efforts to *Deconflict* active *Investigations*.
- 5.11 Document *Investigations*.
- 5.12 Not collaborate with *Vigilantes* or approve, condone, encourage, or promote the activities of *Vigilantes*.
- 5.13 *Investigations* shall be conducted in an approved work environment, using approved equipment, as designated by the *Commander* or a *Supervisor*. Personally owned equipment, accounts, and networks shall not be used in *Investigations*.
- 5.14 As part of an active *Investigation*, *Members* shall not upload, transmit, or forward any *Contraband Images* to those outside their respective agency (e.g., suspects, witnesses, ESPs, etc.), except where otherwise permitted by law (e.g., to sworn law enforcement, to NCMEC employees, etc.).
- 5.15 During active *Investigations*, *Members* may use visual depictions as a representation of any *Investigative Persona/person/purported person* or as proof-of-life evidence under two circumstances only:

First, when the following factors are met:

- 1. The visual depiction (whether or not modified to suit *Investigative* needs by, e.g., age regression) is of an actual person;
- 2. That person is an *Employee*;
- 3. The *Employee* has given his or her written consent for the visual depiction to be used;
- 4. Regardless of whether or not the *Employee* was a minor when the visual depiction was taken, the *Employee* nevertheless was at least 18 years old when the *Employee* gave consent for such use; and,
- 5. The visual depiction does not depict or convey the impression of *Sexually Explicit Activity*.

Second, when the visual depiction is *CGI* and does not depict or convey the impression of *Sexually Explicit Activity*.

6. Payment

- 6.1 To receive reimbursement for equipment, training, and expenses (including travel and overtime) incurred by Governmental Unit as a result of conducting *Investigations* pursuant to this Agreement, Governmental Unit must

make a request for reimbursement to the BCA Authorized Representative under the required criteria outlined in the ICAC Task Force Operational and Investigative Standards established by OJJDP.

- 6.2 The *Commander* or his/her successor will review the reimbursement request and approve or deny the request within seven (7) business days of receipt of the request by BCA's Authorized Representative.
- 6.3 Subsequent to receiving notice of approval of a reimbursement request, Governmental Unit must submit an expense form to the BCA Authorized Representative no later than fifteen (15) business days after the end of the month during which the expense is incurred.
- 6.4 BCA will reimburse Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 6.5 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive any further reimbursement under this Agreement.

7. Authorized Representatives

BCA's Authorized Representative is the following person, or her successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East, Saint Paul, MN 55106
Telephone: 651-793-7000
E-mail Address: bobbijo.pazdernik@state.mn.us

Governmental Unit's Authorized Representative is the following person, or his/her successor:

Name: Mike Mastin, Chief
Address: 613 Minnesota Ave NW
Bemidji, MN 56601
Telephone: 218.333.9111
E-mail Address: mmastin@ci.bemidji.mn.us

If Governmental Unit's Authorized Representative changes at any time during this Agreement, Governmental Unit must immediately notify BCA's Authorized Representative identified above.

8. Assignment, Amendments, Waiver, and Agreement Complete

- 8.1 **Assignment.** Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 8.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3 **Waiver.** If BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 8.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between BCA and Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability

BCA and Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

10. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

11. Government Data Practices

Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes

Chapter 13 and other applicable law, as it applies to all data provided by BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this Clause by either Governmental Unit or BCA.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify BCA. The BCA will give Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

12. Venue

The venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Expiration and Termination

13.1 Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13.2 In the event that federal funding is no longer available, BCA will email Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to Governmental Unit; and Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

14. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 9, Liability; 10, Audits; 11, Government Data Practices; and 12, Venue.

[Remainder of page intentionally left blank; signature page follows]

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 3000085301

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Title: _____

Date: _____

ADMIN ID: _____

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BEMIDJI ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of Bemidji on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bemidji, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Bemidji on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Police Chief, Mike Mastin, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Jorge S. Prince, the Mayor for the City of Bemidji, and Richard Spiczka, the City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

The forgoing resolution was offered by Councilmember _____, and upon a second by Councilmember _____, was passed by the following vote:

Yeas:

Nays:

Absent:

Passed on this ____ day of _____, ____.

ATTEST:

APPROVED:

Michelle Miller, City Clerk

Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: Resolution Approving the First Amendment to the Real Property Declaration for the Grant Agreement Between the City of Bemidji and the State of Minnesota for the Bemidji Regional Airport Development Park BDPI Project

Prepared By: Katie Nolting, Bemidji City Attorney/Airport Authority Attorney

Background:

As the Council is aware, the City is the grant holder on behalf of the Bemidji Regional Airport Authority (Airport Authority) for the Bemidji Regional Airport Development Park BDPI Project (Planning Area #3). The Airport Authority has an executed lease agreement for one parcel in Planning Area #3 and is planning on starting work on the infrastructure this summer.

While collaborating with City staff to ensure the infrastructure meets all necessary requirements, will meet the needs of all parties, and is an appropriate use of taxpayer funds, the placement of the roadway has changed to use more of the existing infrastructure that is already in place. With this change, an amendment is required to the Real Property Declaration that was filed with the Beltrami County Recorder's Office, which shows the part of the property that is encumbered by the grant agreement.

As the grant holder, the Council needs to approve this amendment. Therefore, a resolution is attached to approve the first amendment to the Real Property Declaration for the DEED Planning Area #3 Grant Agreement. Also attached is a copy of the First Amendment to the Real Property Declaration, which is to be executed by the City after the passing of the attached resolution, along with Exhibits A and B to the First Amendment to the Real Property Declaration. I have included Exhibits C (the amended road layout) and D (the original road layout) for demonstrative purposes. The Airport Authority has worked with DEED and the Minnesota Office of Budget Management on these amendments.

Recommendation:

Approve the Resolution Approving the First Amendment to the Real Property Declaration for the Grant Agreement Between the City of Bemidji and the State of Minnesota for the Bemidji Regional Airport Development Park BDPI Project.

THE CITY COUNCIL
OF THE CITY OF BEMIDJI

RESOLUTION NO. _____

APPROVING THE FIRST AMENDMENT TO THE REAL PROPERTY DECLARATION FOR THE
GRANT AGREEMENT BETWEEN THE CITY OF BEMIDJI AND THE STATE OF MINNESOTA
FOR THE BEMIDJI REGIONAL AIRPORT DEVELOPMENT PARK BDPI PROJECT

WHEREAS, the Bemidji Regional Airport Authority (Authority) is a Joint Powers Entity between the City of Bemidji (City) and Beltrami County (County) established pursuant to Minn. Stat. §360; and

WHEREAS, the City, at the request of the Authority, applied for and received a grant on behalf of the Authority from the State of Minnesota Department of Employment and Economic Development (DEED) to fund the infrastructure needed to develop the Bemidji Regional Airport Development Park BDPI Project (also known as Planning Area #3); and

WHEREAS, the Grant Agreement was executed by DEED on October 31, 2023 and by the City of November 27, 2023 and recorded with the Beltrami County Recorder's Office on September 29, 2023; and

WHEREAS, since the execution of the Grant Agreement, the Authority has been collaborating with the City to ensure the design of the infrastructure for Planning Area #3 to the City's specifications, specifically where the new roadway, water, and sewer infrastructure will be built, while utilizing the infrastructure that is already in place; and

WHEREAS, in utilizing the infrastructure already present on the property, the Authority and City agree the redesign of the infrastructure is appropriate and fiscally responsible; and

WHEREAS, said redesign requires an amendment to the Real Property Declaration that was previously filed with the Beltrami County Recorder's Office to accurately depict the property encumbered by the Grant Agreement; and

WHEREAS, to date, no work has been started on Planning Area #3 infrastructure.

NOW, THEREFORE, BE IT RESOLVED, by the Bemidji City Council (Council) as follows:

Approves the First Amendment to the Real Property Declaration for the Grant Agreement between the City of Bemidji and the State of Minnesota Department of Employment and Economic Development.

The foregoing resolution was introduced by Councilmember _____ and duly seconded by Councilmember _____. The following Councilmembers voted in favor of the resolution: _____. The following Councilmembers voted against the resolution: _____. The following Councilmembers were absent: _____. Whereupon the resolution was adopted.

ADOPTED:

Jorge S. Prince, Mayor

Michelle Miller, City Clerk

**STATE OF MINNESOTA
REAL PROPERTY DECLARATION**

BEMIDJI REGIONAL AIRPORT DEVELOPMENT PARK BDPI PROJECT

FIRST AMENDMENT TO REAL PROPERTY DECLARATION

THIS FIRST AMENDMENT TO REAL PROPERTY DECLARATION (“First Amendment”) is made as of June 24, 2025, by the City of Bemidji, a Minnesota municipal corporation (“City”) concerning certain real property in County of Beltrami, State of Minnesota, used by the City of Bemidji for public works purposes that is legally described in the attached **Exhibit A** and all facilities situated thereon (collectively, the “Restricted Property”).

WHEREAS, the Restricted Property contains water treatment and public works facilities and is state bond financed property within the meaning of Minn. Stat. § 16A.695, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

WHEREAS, the Restricted Property is subject to the terms, conditions, provisions, and limitations contained in a certain GRANT AGREEMENT-CONSTRUCTION GRANT, with project funding ID BDPI-23-0004-O-FY24, dated August 18, 2023, between the Minnesota Department of Employment and Economic Development and the City of Bemidji (the “Funding Agreement”); and

WHEREAS, the City recorded an original Real Property Declaration, denoting the above restrictions, with the Beltrami County Recorder’s Office on September 29, 2023 as Document No. A000618169 (the “Original Declaration”); and

WHEREAS, the Original Declaration identified the Restricted Property by a legal description attached herein as **Exhibit B** (the “Original Legal Description”); and

WHEREAS, no work has been performed on the original proposed roadway in the original plans for the Restricted Property; and

WHEREAS, in further review of the plans for the Restricted Property, to be fiscally responsible, the proposed roadway was realigned to provide maintenance access for the existing infrastructure already in the Restricted Property; and

WHEREAS, the Original Legal Description is hereby amended by the legal description attached herein as **Exhibit A** (the “Amended Legal Description”); and

WHEREAS, the City of Bemidji wishes to amend the Original Declaration to release the inadvertently included property, to add the realigned proposed roadway to the Restricted Property, and to record the terms, conditions, provisions, and limitations of the Funding Agreements against the Restricted Property; and

WHEREAS, this First Amendment has been approved by the City Council of the City of Bemidji.

NOW, THEREFORE, the Original Declaration is amended as follows:

1. **Exhibit A** attached to the Original Declaration is hereby amended and replaced with **Exhibit A** attached hereto.
2. The Recitals above are incorporated herein.
3. In all other respects, the Original Declaration shall remain unchanged.

[Signature pages follow]

CITY OF BEMIDJI

By: _____
Jorge Prince, Its Mayor

And: _____
Michelle Miller, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF BELTRAMI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jorge Prince and Michelle Miller, the Mayor and City Clerk, respectively, of the City of Bemidji, a Minnesota municipal corporation, on its behalf.

Notary Public

This instrument was drafted by:
Katie S. Nolting
#346573
Bemidji City Attorney/Bemidji Airport Authority Attorney
317 4th Street NW
Bemidji, MN 56601
218-759-3580
Katie.nolting@ci.bemidji.mn.us

Consented to by:

State of Minnesota
Minnesota Management and Budget

By: _____
Erin Campbell
Commissioner

State of Minnesota)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Erin Campbell, the Commissioner of the Department of Minnesota Management and Budget.

(Notary Seal)

Notary Public
My commission expires: _____

EXHIBIT A

TO

FIRST AMENDMENT TO DECLARATION

AMENDED LEGAL DESCRIPTION OF RESTRICTED PROPERTY:

That part of the Northwest Quarter, Section 36, Township 147, Range 34, Beltrami County, Minnesota, described as follows:

An 80-foot-wide corridor, the centerline of said corridor described as follows:

Commencing at the northwest corner of said Section 36; thence on an assumed bearing of South 00 degrees 39 minutes 54 seconds East, along the west line of said Section, 1179.73 feet; thence North 76 degrees 37 minutes 20 seconds East, 89.19 feet to the easterly right-of-way of County Road 9, the POINT OF BEGINNING of the of centerline to be described; thence continuing North 76 degrees 37 minutes 20 seconds East, 368.75 feet; thence northeasterly 135.23 feet along a curve concave to the northwest having a central angle of 77 degrees 28 minutes 56 seconds and a radius of 100.00 feet; thence North 00 degrees 51 minutes 36 seconds West, tangent to the last described curve, 69.79 feet; thence northeasterly 130.75 feet along a curve concave to the southeast having a central angle of 74 degrees 54 minutes 49 seconds and a radius of 100.00 feet; thence North 74 degrees 03 minutes 12 seconds East, tangent to the last described curve, 905.58 feet to the terminating point of the described centerline.

And

An area of land beginning at the terminating point of said centerline described as follows:

Beginning at the terminating point of said centerline; thence North 15 degrees 56 minutes 48 seconds West, 156.00 feet; thence North 74 degrees 03 minutes 12 seconds East, 226.00 feet; thence South 15 degrees 56 minutes 48 seconds East, 196.00 feet; thence South 74 degrees 03 minutes 12 seconds West, 226.00 feet; thence North 15 degrees 56 minutes 48 seconds West, 40.00 feet returning to the point of beginning and there terminating.

EXHIBIT B

TO

FIRST AMENDMENT TO DECLARATION

ORIGINAL LEGAL DESCRIPTION FROM ORIGINAL DECLARATION:

That part of the Northwest Quarter, Section 36, Township 147, Range 34, Beltrami County, Minnesota, described as follows:

A 66-foot-wide corridor, the centerline of said corridor described as follows:

Commencing at the northwest corner of said Section 36; thence on an assumed bearing of South 00 degrees 39 minutes 54 seconds East, along the west line of said Section, 1197.86 feet; thence North 74 degrees 00 minutes 57 seconds East, 90.21 feet to the easterly right-of-way of County Road 9, the POINT OF BEGINNING of the of centerline to be described; thence continuing North 74 degrees 00 minutes 57 seconds East, 240.37 feet; thence North 24 degrees 51 minutes 25 seconds East, 270.79 feet; thence North 74 degrees 03 minutes 12 seconds East, 1076.06 feet to the terminating point of the described centerline.

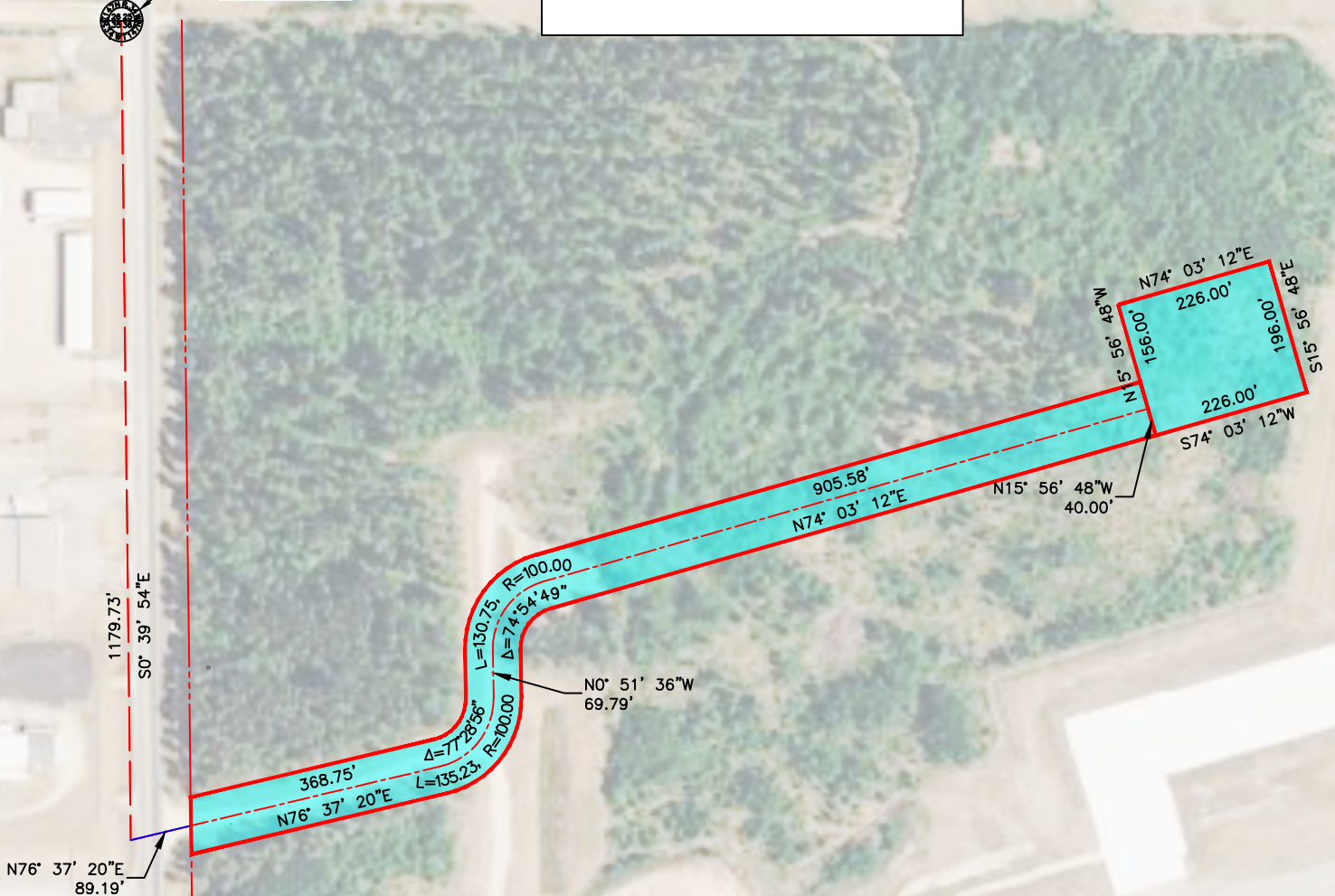
And

An area of land beginning at the terminating point of said centerline described as follows:

Beginning at the terminating point of said centerline; thence North 15 degrees 56 minutes 48 seconds West, 163.00 feet; thence North 74 degrees 03 minutes 12 seconds East, 226.00 feet; thence South 15 degrees 56 minutes 48 seconds East, 196.00 feet; thence South 74 degrees 03 minutes 12 seconds West, 226.00 feet; thence North 15 degrees 56 minutes 48 seconds West, 33.00 feet returning to the point of beginning and there terminating.

EXHIBIT C

NORTHWEST
CORNER
SECTION 36



PROPOSED LEGAL DESCRIPTION

That part of the Northwest Quarter, Section 36, Township 147, Range 34, Beltrami County, Minnesota, described as follows:

An 80-foot-wide corridor, the centerline of said corridor described as follows:

Commencing at the northwest corner of said Section 36; thence on an assumed bearing of South 00 degrees 39 minutes 54 seconds East, along the west line of said Section, 1179.73 feet; thence North 76 degrees 37 minutes 20 seconds East, 89.19 feet to the easterly right-of-way of County Road 9, the POINT OF BEGINNING of the of centerline to be described; thence continuing North 76 degrees 37 minutes 20 seconds East, 368.75 feet; thence northeasterly 135.23 feet along a curve concave to the northwest having a central angle of 77 degrees 28 minutes 56 seconds and a radius of 100.00 feet; thence North 00 degrees 51 minutes 36 seconds West, tangent to the last described curve, 69.79 feet; thence northeasterly 130.75 feet along a curve concave to the southeast having a central angle of 74 degrees 54 minutes 49 seconds and a radius of 100.00 feet; thence North 74 degrees 03 minutes 12 seconds East, tangent to the last described curve, 905.58 feet to the terminating point of the described centerline.

And

An area of land beginning at the terminating point of said centerline described as follows:

Beginning at the terminating point of said centerline; thence North 15 degrees 56 minutes 48 seconds West, 156.00 feet; thence North 74 degrees 03 minutes 12 seconds East, 226.00 feet; thence South 15 degrees 56 minutes 48 seconds East, 196.00 feet; thence South 74 degrees 03 minutes 12 seconds West, 226.00 feet; thence North 15 degrees 56 minutes 48 seconds West, 40.00 feet returning to the point of beginning and there terminating.

LEGEND

- DESCRIBED PROJECT CORRIDOR
- SECTION LINE
- RIGHT-OF-WAY LINE

DATE: 06/04/25

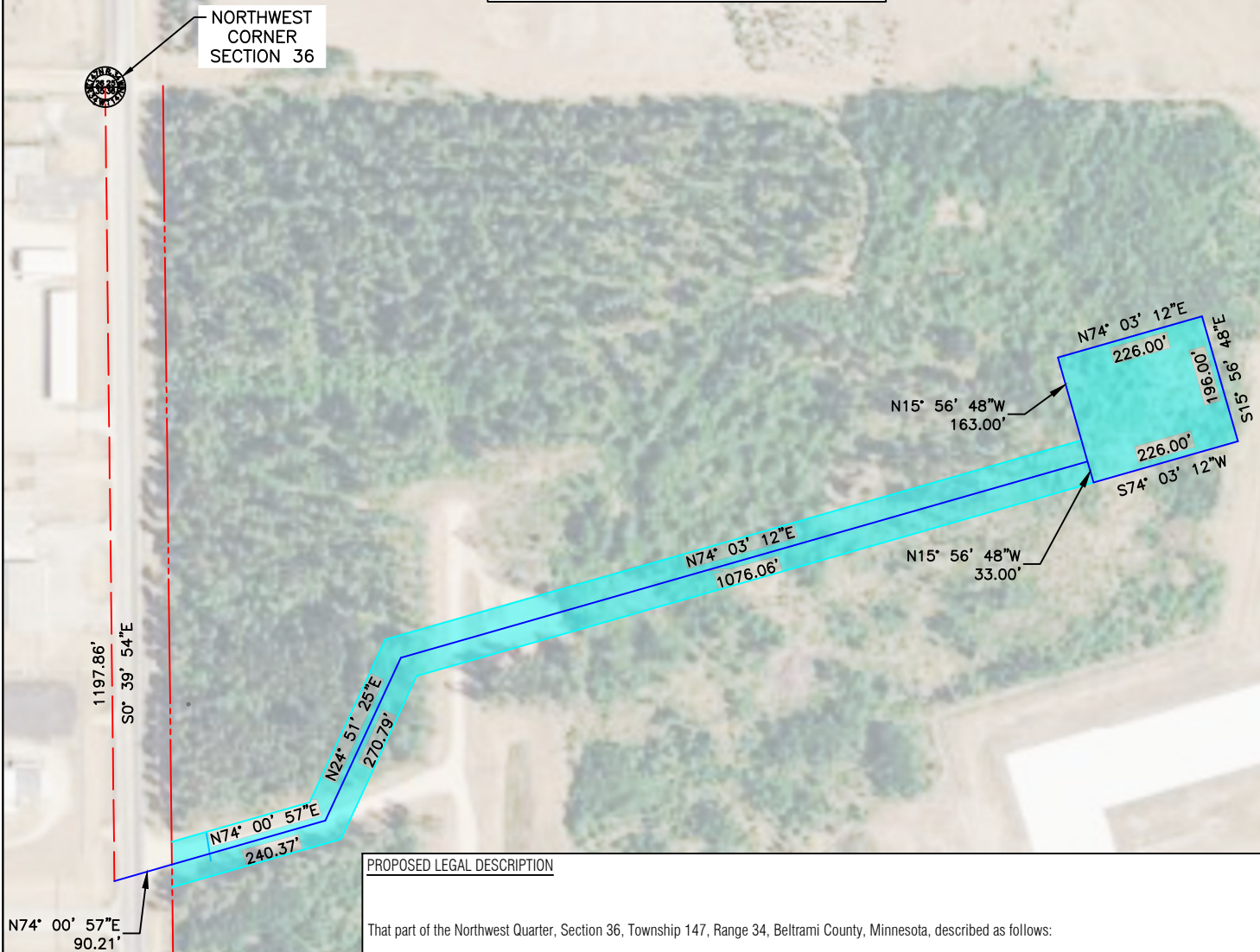
BEMIDJI REGIONAL AIRPORT

BUSINESS PARK PROJECT (PA 3)



210 24TH ST NW, SUITE 100, BEMIDJI, MN 56601
PHONE: (218) 444-8004 FAX: (218) 444-8562

EXHIBIT D



PROPOSED LEGAL DESCRIPTION

That part of the Northwest Quarter, Section 36, Township 147, Range 34, Beltrami County, Minnesota, described as follows:

A 66-foot-wide corridor, the centerline of said corridor described as follows:

Commencing at the northwest corner of said Section 36; thence on an assumed bearing of South 00 degrees 39 minutes 54 seconds East, along the west line of said Section, 1197.86 feet; thence North 74 degrees 00 minutes 57 seconds East, 90.21 feet to the easterly right-of-way of County Road 9, the POINT OF BEGINNING of the of centerline to be described; thence continuing North 74 degrees 00 minutes 57 seconds East, 240.37 feet; thence North 24 degrees 51 minutes 25 seconds East, 270.79 feet; thence North 74 degrees 03 minutes 12 seconds East, 1076.06 feet to the terminating point of the described centerline.

And

An area of land beginning at the terminating point of said centerline described as follows:

Beginning at the terminating point of said centerline; thence North 15 degrees 56 minutes 48 seconds West, 163.00 feet; thence North 74 degrees 03 minutes 12 seconds East, 226.00 feet; thence South 15 degrees 56 minutes 48 seconds East, 196.00 feet; thence South 74 degrees 03 minutes 12 seconds West, 226.00 feet; thence North 15 degrees 56 minutes 48 seconds West, 33.00 feet returning to the point of beginning and there terminating.

LEGEND



DESCRIBED PROJECT CORRIDOR



SECTION LINE



RIGHT-OF-WAY LINE

DATE: 06/04/25



210 24TH ST NW, SUITE 100, BEMIDJI, MN 56601
PHONE: (218) 444-8004 FAX: (218) 444-8562

BEMIDJI REGIONAL AIRPORT

BUSINESS PARK PROJECT (PA 3)

RESOLUTION NO.

APPROVING MINNESOTA GAMBLING PREMISES PERMIT FOR LAWFUL GAMBLING TO BEMIDJI YOUTH HOCKEY ASSOCIATION AT THE CORNER BAR

WHEREAS, Bemidji Youth Hockey Association, has submitted an application to the City of Bemidji requesting approval of a Minnesota Gambling Premises Permit application located at The Corner Bar, 602 2nd St SE, Bemidji; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes; and

WHEREAS, the City Council has expressed no opposition which would prohibit such activity at the premises noted above.

NOW THEREFORE, BE IT RESOLVED, that the City of Bemidji approves the Gambling Premises Permit application for Bemidji Youth Hockey Association, located at The Corner, 602 2nd ST SE. The City Clerk is hereby authorized to sign and attach a copy of this resolution to the application to be submitted to the Gambling Control Board.

The foregoing resolution was offered by Councilmember _____, who moved its adoption, and on due second by Councilmember _____ was passed by the following vote:

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:
 Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Bemidji Youth Hockey Association License Number: X-00578
 Chief Executive Officer (CEO) Laura Carlton Daytime Phone: 218-209-1495
 Gambling Manager: James Marcotte Daytime Phone: 218-556-1487

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: THE CORNER BAR

List any previous names for this location:

Street address where premises is located: 602 2nd St SE
(Do not use a P.O. box number or mailing address.)

City:	OR	Township:	County:	Zip Code:
Bemidji			Beltrami	56601

Does your organization own the building where the gambling will be conducted?

☐ Yes ☒ No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☒ Yes ☐ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☒ Yes ☐ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: First National Bank Bemidji Bank Account Number: 4023517
 Bank Street Address: 1600 Paul Bunyan Dr NW City: Bemidji State: **MN** Zip Code: 56601

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>3000 Division St W</u>	<u>Bemidji</u>	MN	<u>56601</u>
<u>15200 Brune Rd NE</u>	<u>Bemidji</u>	MN	<u>56601</u>
<u>19251 Power Dam Rd NE</u>	<u>Bemidji</u>	MN	<u>56601</u>

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Bemidji</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

Signature of Chief Executive Officer (designee may not sign) _____

Date _____

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

Consent Form

Organization A listed below consents to Organization B conducting electronic gambling and/or bar bingo at the premises.

Organization A: <u>X-03134</u> <u>BEMIDJI BASEBALL</u> <u>ASSOCIATION, INC</u>	Organization B*: <u>X-00578</u> <u>BEMIDJI YOUTH</u> <u>HOCKEY ASSOCIATION</u>
Name and Address of Permitted Premises: <u>STUBTAYA, INC</u> <u>602 2ND ST SE BEMIDJI MN 56601</u>	
Premises Permit Number: <u>03134-015</u>	Effective Date of Consent: <u>7/1/2025</u>
Circle One or Both: Electronic Pull-Tabs and/or Bar Bingo	

David E. Bahr BBA
Chief Executive Officer (CEO) Signature, Organization A

DAVID E. BAHR
Print Name

Date: 6-6-25

* Organization B: Provide the signed written consent to the Gambling Control Board with your premises permit application.

LG215 Lease for Lawful Gambling Activity**LEASE INFORMATION**

Organization:	License/Site Number:	Daytime Phone:
Bemidji Youth Hockey Association	00578	218-556-1487
Address:	City:	State: Zip:
PO Box 1141	Bemidji	MN 56619
Name of Leased Premises:	Street Address:	
<i>THE CORNER BAR</i>	602 2nd St SE	
City:	State: Zip:	Daytime Phone:
Bemidji	MN 56601	218-751-8872
Name of Legal Owner:	Business/Street Address:	
<i>STUBTAVA INC Steve Carter</i>	<i>602 2nd St SE</i>	
City:	State: Zip:	Daytime Phone:
<i>BEMIDJI</i>	<i>MN 56601</i>	<i>218-751-8872</i>
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
<i>Same STEVE CARTER</i>	<i>SW 3 ELLIOT RD NE</i>	
City:	State: Zip:	Daytime Phone:
<i>BEMIDJI</i>	<i>MN 56601</i>	<i>218-766-8761</i>

Check applicable item:

- ☒ **New or amended lease.** Effective date: _____. Submit changes at least ten days **before** the effective date of the change.
- ☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- | | |
|--|---|
| ☐ Pull-Tabs (paper) | ☒ Electronic Pull-Tabs |
| ☐ Pull-Tabs (paper) with dispensing device | ☒ Electronic Linked Bingo |
| ☐ Bar Bingo ☐ Bingo | Electronic games may only be conducted: |
| ☐ Tipboards | 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or |
| ☐ Paddlewheel ☐ Paddlewheel with table | 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100. |

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: _____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15%, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: _____%, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: _____%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:

Date:

6/4/15

Signature of Organization Official (Lessee):

Date:

6-4-25

Print Name and Title of Lessor:

STEVIE CARTER

Print Name and Title of Lessee:

JAMES MARCOTTE
GAMBLING
MANAGER

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: To approve the Bemidji Fire Department's request to accept grant funding from the Beltrami County Opioid Steering Committee.

Prepared By: Justin Sherwood, Fire Chief

Background:

The Bemidji Fire Department continues to respond to an increasing number of opioid-related emergencies, reflecting the growing impact of opioid use disorders within our community. To enhance our response capabilities and improve outcomes for individuals experiencing opioid-related crises, the Bemidji Fire Department applied for funding to the Beltrami County Opioid Steering Committee. Bemidji Fire Department intends to use opioid funding to provide specialized training to our firefighters and provide a higher level of service to those suffering from addiction.

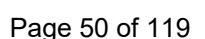
Recommendation:

Staff recommends that the city authorize and accept the grant from the Beltrami County Opioid Steering Committee for \$4050.00



REQUEST FOR PROPOSALS (RFP)

Released: 1/6/2025



Information Session:

- **For all Potential Applicants:** This is an opportunity for applicants to learn more about the application and committee priorities.
- **Virtual Meeting:** Monday, February 3, 3:00 PM.
- **Link and Recording:** Please RSVP to amy.bowles@co.beltrami.mn.us to receive the meeting link and the recording link.
- **Recording:** the informational meeting will be recorded for those that cannot attend. You can watch the recording <https://www.co.beltrami.mn.us/services/public-health/opioid-steering-committee/>

Questions and Answers:

- **FAQ:** Please submit questions about process, priorities, and application by Monday February 10, by Noon, to amy.bowles@co.beltrami.mn.us.
- **Posting:** FAQ can be found on the Opioid Steering Committee website on Friday, February 14 at <https://www.co.beltrami.mn.us/services/public-health/opioid-steering-committee/>

RFP Part 1: Overview

1.1 General Information

- **Announcement Title:** Beltrami County and Opioid Steering Committee: Call to Action and Remediation Uses for Settlement Dollars
- **Beltrami County Website:** <https://www.co.beltrami.mn.us/services/public-health/>
- **Application Deadline:** February 28, 2025 by Noon.

1.2 Funding and Project Dates

Funding

Funding will be allocated through a competitive process. If selected, you may submit eligible expenditures when the grant agreement is fully executed, and the grant has reached its effective date.

This is a competitive grant with a total estimated \$70,000 for funding period two July 2025-December 2026.

Funding	Funding Period 2 July 2025 – December 2026	Funding Period 3 July 2026 – December 2027
Estimated Amount to Fund	\$70,000	\$70,000
Estimated Number of Awards	TBD	TBD

Funding	Funding Period 2 July 2025 – December 2026	Funding Period 3 July 2026 – December 2027
Estimated Award Maximum	\$30,000	TBD
Estimated Award Minimum	\$5,000	TBD

Project Dates

The estimated funding start date is based on contract agreement and awardee acceptance of funding.

1.3 Eligible Applicants

Eligible applicants must meet the criteria of this application. The goal of this funding is to facilitate the growth of services provided in Beltrami County through establishing new or expanding existing programs. Successful applicants will be working to make a sustainable impact through activities that support one or more of the following categories: harm reduction, prevention, criminal justice, treatment, and recovery.

Approved Activities

The Minnesota Opioids State-Subdivision and Memorandum of Agreement includes a list of opioid remediation uses. The intent of these activities is not intended to limit the work of Beltrami County organizations. The County is held accountable to report on remediation uses within these categories on a yearly basis.

- A. Treatment:
 - (1) Treat Opioid Use Disorder (OUD)
 - (2) Support People in Treatment and Recovery
 - (3) Connect People Who Need Help to the Help They Need (Connections to Care)
 - (4) Address the Needs of Criminal Justice-Involved Persons
 - (5) Address the Needs of the Perinatal Population, Caregivers, and Families, including Babies with Neonatal Opioid Withdrawal Syndrome (NAS)
- B. Prevention:
 - (1) Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
 - (2) Prevent Misuse of Opioids
 - (3) Prevent Overdose Deaths and Other Harms (Harm Reduction)
- C. Other Strategies
 - (1) First Responders
 - (2) Leadership, Planning, and Coordination
 - (3) Training
 - (4) Research
 - (5) Post-Mortem

BELTRAMI COUNTY OPIOID SETTLEMENT: GRANT APPLICATION

Recipients of the Opioid Settlement funds from Beltrami County will, in their role, lead efforts that build upon local efforts that support community health improvement plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety.

RFP Part 2: Funding Details

2.1 Priorities

Health Equity Priorities

It is the intent of the Opioid Steering Committee and Beltrami County Board to ensure fairness, precision, equity, and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making.

Opioid funding shall be used to support new or existing services in **Beltrami County** that is sustainable.

This funding will serve Beltrami County residents experiencing health disparities such as:

- Poverty
- Racial and ethnic discrimination
- Disability
- Lack of insurance
- Transportation
- Geographic location
- Age
- Concerns about confidentiality
- Incarceration
- Children of caregiver with Opioid Use disorder (OUD)
- Mental health, historical trauma

Grant outcomes will include:

- Report supporting success of project work.
- Number of individuals served or impacted.
- At end of the project, Opioid Steering Committee and Beltrami County will assess continued funding based on sustainment, outcomes, and success.

2.2 Eligible Projects

The applicant recipients shall choose from one of the Opioid Remediation Uses and consider:

- The State Memorandum [MN MoA.pdf \(state.mn.us\)](https://www.co.beltrami.mn.us/services/public-health/opioid-steering-committee/)
 - <https://www.co.beltrami.mn.us/services/public-health/opioid-steering-committee/>

All grantees will agree to the following grant requirements:

1. Work collaboratively with the Beltrami County Public Health Chief Strategists, Opioid Steering Committee, and Beltrami County Board of Commissioners.

2. Submit detailed budget expenses by October 5, 2025, and January 5, 2026, July 5, 2026, and January 5, 2027 (quarterly)
3. Submit data to support project work by October 5, 2025, and January 5, 2026, July 5, 2026, and January 5, 2027 (quarterly)

Ineligible Expenses

Ineligible expenses include but are not limited to:

- Fundraising
- Taxes, except sales tax on goods and services
- Lobbyists, political contributions
- Bad debts, late payment fees, finance charges, or contingency funds
- Per the MOA, Opioid Settlement Funds can only be utilized for future remediation activities.

All questions regarding spending will be directed to amy.bowles@co.beltrami.mn.us

2.3 Review and Selection Process

Review Process

Funding will be allocated through a competitive process with review by a committee representing a broad range of professionals with experience in program planning and project management, knowledge of health services, clinic experience, adolescent development, schools, and experience with grant writing and reviewing grants. Reviewers will be required to identify any conflicts of interest and steps will be taken to mitigate the conflict or the reviewer will not review an application if a conflict is identified. The review committee will evaluate all eligible and complete applications received by the deadline.

RFFA Part 3: Application and Submission Instructions

3.1 Application Deadline

Application Due Date	Application Submission
February 28, 2025, no later than 12:00 PM (Noon).	Email to amy.bowles@co.beltrami.mn.us

Late applications will not be accepted. It is the applicant's sole responsibility to allow sufficient time to address all potential delays caused by any reason whatsoever. Application will receive a confirmation email from amy.bowles@co.beltrami.mn.us once application is received.

3.2 Application Instructions

You must submit the following forms in the order listed below for the application to be considered complete:

- Form A: Application Face Sheet
- Form B: Project Narrative, 12-point font, single spaced, maximum 4 pages
- Form C: Budget Justification, 12-point font, single spaced, maximum 4 pages
- Form D: Due Diligence

Applicants needing the application in a different format, please email amy.bowles@co.beltrami.mn.us for a word document. Applicants are not required to use the format provided. Applicants are required to ensure all forms are complete when submitted.

Form A: Application Face Sheet

General Applicant Information – you can use this form or create your own, be sure to answer all questions completely using 12-point font.

Applicant Legal Name (do not use a “doing business as” name, must match what is in SWIFT if a current vendor): Bemidji Fire Department – Justin Sherwood

Business Address (street, city, state, zip): 318 5th Street NW, Bemidji, MN 56601

Minnesota Tax Identification Number: 8020508

Federal Tax Identification Number: 41-6004972

SWIFT Vendor ID Numbers (if you have one):

Director of Applicant Agency Information

Name: Justin Sherwood

Business Address (street, city, state, zip): 318 5th Street NW Bemidji, MN 56601

Phone Numbers: 218-333-1899

Email: firechief@ci.bemidji.mn.us

Financial Contact for this Application

Name: Sherry Rutledge

Phone Numbers: 218-759-3569

Email: sherry.rutledge@ci.bemidji.mn.us

Contact Person for this Application:

Name: Justin Sherwood

Business Address (street, city, state, zip): 318 5th Street NW Bemidji, MN 56601

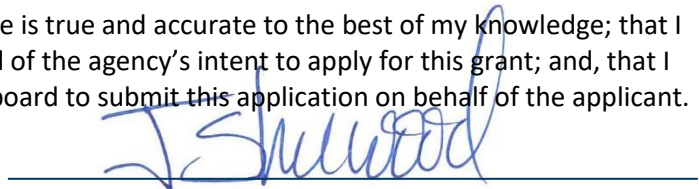
Email: firechief@ci.bemidji.mn.us

Requested Funding

Total Amount Requested \$4050.00

I certify that the information contained above is true and accurate to the best of my knowledge; that I have informed this agency's governing board of the agency's intent to apply for this grant; and, that I have received approval from the governing board to submit this application on behalf of the applicant.

Signature of Authorized Agent for Applicant:



Date of Signature: 02/28/2025

Form B: Project Narrative

Project Overview (you can type in this space below or create your own template)

Describe how you will use the Opioid funding and your agency's capacity to effectively provide services with your targeted populations.

Remember, this funding cannot be used to pay for past services, but per the MOA must be used to pay for services that take place after the initiation of the grant. Evidence-Based Research and Models are encouraged by the MOA.

PLEASE SEE ATTACHED DOCUMENT

Organizational Capacity to Support Services or Activities and Your Organization's Background

Briefly describe your organization and tell why it will be successful by answering the questions below:

QUESTION	RESPONSE
What is your organization's history, current mission, and goals?	
Describe your organization and tell why it will be successful with the funding.	

Project Narrative

Describe your project in detail in the "response box".

Question	Response
What are the goals and objectives for your project (please include a timeline)?	Please see attached document
What geographic area is being served?	
Describe the population to be served.	
Describe your collaborating partners.	
Describe your needs assessment and identify any unmet needs, gaps or barriers and explain how receiving this funding would address these gaps.	

Form C: Budget Justification

Instructions: You will need to account for all your program costs under six different line items. The following paragraphs provide detailed information on what costs go into each category. You will be required to show detailed calculations to support your costs (template following descriptions).

Funding Descriptions:

Salary and Fringe:

For each proposed funded position, indicate the title, the full time equivalent (FTE) on this grant, the expected rate of pay, and the total amount applicant expects to pay the position for the year.

Contractual Services

Applicants must identify any subcontracts that will occur as part of carrying out the duties of this grant program as part of the Contractual Services budget line item in the proposed budget.

Applicant responses must include:

- Description of services to be contracted.
- Anticipated contractor/consultant's name (if known) or selection process to be used.
- Total amount to be paid to the contractor.

Travel

List the expected travel costs for staff working on the grant, including mileage, parking, hotel, and meals. All trainings outside of Minnesota require approval.

Supplies and Expenses

Briefly explain the expected costs for items and services the applicant will purchase to run the program. These might include additional telephone equipment; postage; printing; photocopying; office supplies; training materials; and equipment.

Other

Include in this section any expenses the applicant expects to have for other items that do not fit in any other category. Some examples include but are not limited to staff training and incentives. Funds cannot be used for cash assistance paid directly to individuals.

Indirect Costs

Indirect costs are expenses of doing business that cannot be directly attributed to a specific program or budget line item. You are not required to request funding to cover indirect costs. The following are examples that could be included in indirect costs:

BELTRAMI COUNTY OPOID SETTLEMENT: GRANT APPLICATION

The total allowed for indirect costs can be charges up to your federally approved indirect rate, or up to a **maximum of 10%**.

Budget Template: you can use this form or create your own. Be sure to use whole dollar amounts, no decimals.

Salary and Fringe

Justification:

Fringe Benefits Breakdown:

Total Salary and Fringe Requested \$_____

Travel

Justification:

Total Travel Requested \$_____

Supplies and Expenses

Justification:

Total Supplies and Expenses Requested \$_____

Contractual

Justification:

Total Contractual Requested
\$_____ \$4050.00_____

Other

Justification:

Total Other Requested \$_____

Direct Cost Total

Add up the totals.

Subtotal \$_____

Indirect

If applicable, enter the indirect cost rate being requested. The maximum that can be used is 10%.

_____ %

Multiply the indirect percentage by the **Direct Cost Total** and enter the dollar amount here.

\$ _____

Total

This is the total sum of funding being requested by applicant. Be sure to double check your calculations as errors could result in a delay in executing a grant agreement. Use whole dollar amounts, no decimals.

\$4050.00

Total \$ _____

Form D: Due Diligence Form

Section 1: Organization Structure	
1.	How many years has your organization been in existence? ☐ Less than 5 years ☒ 5 or more years
2.	How many paid employees does your organization have (part-time and full-time)? ☐ 1 ☐ 2-4 ☒ 5 or more
3.	Does your organization have a paid bookkeeper? ☐ No ☐ Yes, an internal staff member ☒ Yes, a contracted third party

Section 2: Systems and Oversight and Financial Health	
4.	Does your organization have internal controls in place that require approval before funds can be expended? ☐ No ☒ Yes
5.	Does your organization have written policies and procedures for the following processes? • Accounting • Purchasing • Payroll ☐ No ☐ Yes, for one or two of the processes listed, but not all ☒ Yes, for all the processes listed
6.	Can your organization's accounting system identify, and track grant program-related income and expense separate from all other income and expense? ☐ No ☒ Yes

BELTRAMI COUNTY OPOID SETTLEMENT: GRANT APPLICATION

7. Are there any unresolved findings or exceptions?

☒ No

☐ Yes

8. From how many different funding sources does total revenue come from?

☐ 1-2

x 3-5

☐ 6+

9. From how many different funding sources does total revenue come from?

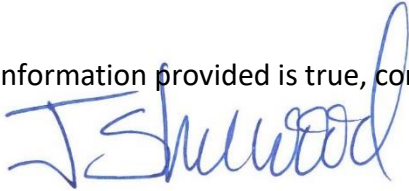
☐ 1-2

x 3-5

☐ 6+

Signature

I certify that the information provided is true, complete, and current to the best of my knowledge.

- **SIGNATURE:** 
- **NAME & TITLE:** Justin Sherwood
- **PHONE NUMBER:** 218-333-1899
- **EMAIL ADDRESS:** firechief@ci.bemidji.mn.us

RFP Part 4: Appendix

Appendix A: Criteria for Scoring

A numerical scoring system will be used to evaluate eligible applications. Reviewers are also encouraged to provide comments along with their scores. Scores will be used to develop final recommendations. Applicants are encouraged to score their own application using the evaluation scoresheet before submitting their application. *This step is not required but may help ensure applications address the criteria evaluators will use to score applications.* Do not submit with your application.

Point System: *Total points per application available 90*

Below are examples of the scoring system and definitions points awarded.

- **5 points:** Maximum impact, innovative, high impact to Beltrami community, Evidence-based.
- **4 points:** Very Good, likely to influence, sustainable, clear, consistent, substantial rationale.
- **3 points:** Good, likely sustainable, community need, minor weaknesses, or errors.
- **2 points:** Somewhat poor, unlikely sustainable, shortcoming that affect impact of success.
- **1 point:** Poor, didn't follow directions, doesn't align with remediation uses, not sustainable.
- **0 point:** Missing or not submitted, not eligible for funding.

Form B: Project Narrative	Points Available
Project Overview: use of Evidence-Based Research and Models	0-10
History, mission, goals	0-5
Projected success of organization	0-5
Project goals and objectives	0-10
Geographic area and population served	0-5
Collaborating Partners	0-5
Unmet needs, needs assessments, gaps	0-10
Total Score for form B	0-50

BELTRAMI COUNTY OPIOID SETTLEMENT: GRANT APPLICATION

Form C: Budget and Budget Justification	Points Available
Budget applicable to remediation use	0-10
Budget narrative is clear and consistent with the proposed objectives	0-10
Total Score for form C	0-20

Application Overall	Points Available
Application Face Sheet (Form A)	0-5
Project Narrative followed 12-point font, single spaced, maximum 4 pages (Form B)	0-5
Budget Justification followed 12-point font, single spaced, maximum of 4 pages (Form C)	0-5
Due Diligence complete (Form D)	0-5
Total Points	0-20

Reviewer notes:

Not Scored	Yes, No, Comments
Did applicant receive previous funding from Beltrami County Opioid Settlement funds?	Yes or No
A. If Yes, did applicant use funds appropriately, meet goals set in prior project and goals, and comply with contract?	Comments:
B. If no, did applicant apply for prior funding?	Yes or No
C. If applicant applied and not awarded, why?	Comments:
D. Recommend for funding (amount), why?	Comments:

FORM B: Project Overview

The Bemidji Fire Department continues to respond to an increasing number of opioid-related emergencies, reflecting the growing impact of opioid use disorder within our community. To enhance our response capabilities and improve outcomes for individuals experiencing opioid-related crises, we intend to use opioid funding to provide specialized training for our firefighters.

This funding will enable our members to participate in a four-hour certification course, "Operational Readiness for First Responders: Practical Strategies for Addressing Opioid Use Disorder and Co-occurring Conditions," offered through Minnesota State University, Mankato. This course is designed to equip first responders with essential knowledge and practical strategies to effectively manage opioid-related emergencies, administer life-saving interventions such as naloxone, and address the complexities of OUD, including mental health considerations and harm reduction approaches.

The Bemidji Fire Department has the capacity and infrastructure to implement this training effectively. With an established professional development framework, structured training schedules, and a strong commitment to continuous education, we are well-positioned to integrate this course into our training program. Our department regularly conducts medical and emergency response training, ensuring members are prepared to handle various incidents, including opioid-related calls.

Additionally, this initiative aligns with our ongoing efforts to strengthen community partnerships with healthcare providers, law enforcement, and public health agencies. By equipping our firefighters with advanced training in opioid response, we will enhance our ability to provide compassionate, informed care while improving coordination with other stakeholders involved in combating the opioid crisis in Bemidji.

This investment in targeted training will ultimately improve patient outcomes, enhance firefighter preparedness, and contribute to a more effective, community-centered response to the opioid epidemic.

Organizational Capacity to Support Services or Activities and Your Organization's Background

Established in 1897, the Bemidji Fire Department is an all-hazards fire department that responds to various emergencies, including fire suppression, emergency medical services (EMS), hazardous materials incidents, water and ice rescues, and technical rescue operations. Over the years, the department has evolved to meet the community's changing needs, adapting to advancements in fire service, emergency response, and public safety strategies.

Mission statement

To protect life, property, and the environment with honor, integrity, and compassion.

Goals and Objectives

The department's strategic goals focus on:

- **Enhancing Emergency Response:** Improving response times and operational efficiency to meet the growing demands of the Bemidji area.
- **Firefighter Training and Development:** Providing continuous professional development and specialized training ensures firefighters are prepared for all emergencies.
- **Community Risk Reduction:** Expanding fire prevention, public education, and safety outreach programs to reduce risks within the community.
- **Strengthening Partnerships:** Collaborating with local, regional, and state agencies to improve coordination and resource sharing of emergency response.
- **Advancing Technology and Equipment:** Ensuring the department has modern tools, apparatus, and resources to handle evolving emergency scenarios effectively.

Project Narrative

Secure Funding (Month 1): Submit grant application and confirm funding approval.

Course Enrollment & Scheduling (Month 2-3): Coordinate with Minnesota State University, Mankato to register firefighters for the "Operational Readiness for First Responders" certification course.

Conduct Training Sessions (Month 3): Implement a structured training schedule to ensure all firefighters complete the four-hour certification course.

Evaluate Training Effectiveness (Month 4) Gather participant feedback and assess knowledge retention through post-training surveys and evaluations.

Operational Integration (Month 4-5): Incorporate training lessons into standard operating procedures (SOPs) and emergency response protocols.

Community & Partner Engagement (Month 6): Collaborate with local public health agencies, hospitals, and law enforcement to align opioid response efforts.

Sustainability Planning (ongoing): Develop a plan for future training cycles and identify opportunities for refresher courses.

Geographic area being served.

The Bemidji Fire Department provides emergency services in 522 square miles in Beltrami and Hubbard Counties, which includes 15 townships and three cities.

Describe the population being served:

The Bemidji Fire Department serves a diverse population across 522 square miles in Beltrami and Hubbard Counties, including the City of Bemidji, rural communities, and tribal lands. The area encompasses a mix of urban, suburban, and rural environments, with a population that includes permanent residents, seasonal visitors, college students from Bemidji State University, and members of the Red Lake Nation and Leech Lake Band of Ojibwe. The region faces significant economic challenges, with higher-than-average poverty rates, particularly among Indigenous populations and rural communities. Limited access to healthcare, housing instability, and substance use disorders, including opioid addiction, contribute to increased emergency service demands. These socioeconomic factors make targeted intervention efforts and enhance first responder training critical for improving public health and safety.

Describe your collaborating partners.

- **Bemidji Police Department** – Enhancing coordination on opioid-related emergency responses, law enforcement interventions, and community safety initiatives.
- **Beltrami County Sheriff's Office** – Supporting joint efforts in rural and unincorporated areas, improving response coordination and naloxone deployment.
- **Sanford Health Bemidji** – Partnering on medical training, patient care best practices, and data-sharing for improved emergency response effectiveness.
- **Beltrami County Public Health** – Assisting in opioid prevention, harm reduction strategies, and public education efforts.
- **Red Lake Nation and Leech Lake Band of Ojibwe Health Services** – Ensuring culturally responsive training and strengthening partnerships in Indigenous communities, where opioid use disorder has had a significant impact.
- **Bemidji State University** – Engaging students and faculty in public safety research, education efforts, and potential volunteer initiatives.
- **Minnesota Department of Health (MDH)—Opioid Response Program:** This program provides additional guidance, funding support, and best practice recommendations.
- **Bemidji Ambulance Service** - As the transport service in the Bemidji Area, we coordinate on opioid overdose cases and work to improve patient care strategies.

Importance of Opioid Response Training Funding for the Bemidji Fire Department

The Bemidji Fire Department serves a 522-square-mile area in Beltrami and Hubbard Counties, responding to increasing opioid-related emergencies. With high poverty rates, limited access to healthcare, and a growing opioid crisis affecting both urban and rural communities, our firefighters are encountering more cases of opioid overdoses and substance use-related medical emergencies than ever before.

This funding is essential as it will enable our first responders to receive specialized training in recognizing, managing, and treating opioid-related emergencies. Through the Operational Readiness for First Responders course at Minnesota State University, Mankato, our firefighters will gain advanced knowledge in naloxone administration, response strategies for opioid use disorder, and the management of patients with co-occurring mental health conditions.

Without this funding, our department would face challenges in providing this level of specialized training, which would limit our ability to deliver the most effective, evidence-based care to individuals experiencing opioid overdoses. Additionally, the funding will help strengthen collaborations with local healthcare providers, law enforcement, and public health agencies, ensuring a coordinated community-wide response to the opioid crisis.

This investment will save lives, improve patient outcomes, and enhance overall public safety in Bemidji and the surrounding communities by equipping our firefighters with the skills and knowledge needed to handle these complex emergencies.

Contractual Services

Minnesota State University: Mankato

Certification Program: Operational Readiness for First Responders: Practical Strategies for Addressing Opioid Use Disorder and Cooccurring Conditions

Time: Four-hour program

Contact: Shannon Dodson: 952-222-0647

Contract Amount: \$4050.00



Minnesota State University
6417 Penn Ave S
Ste 8 iPMB 1053
Minneapolis, Minnesota 55423
U.S.A

QUOTE

QTE-0000105

Bill To
Bemidji Fire Department
ATTN: Fire Chief Justin Sherwood

Quote Date : 31 Jan 2025

#	Item & Description	Qty	Rate	Amount
1	Certificate Program - Operational Readiness for First Responders: Practical Strategies for Addressing Opioid Use Disorder and Co-occurring Conditions	9	450.00	4,050.00
Sub Total				4,050.00
Total				\$4,050.00

Notes

To pay by check, please make check to: Zschool, LLC
Please mail check to: Remote Bookkeeper Ellen Greenberg
35 Hillcrest Drive
Colts Neck, NJ 07722

**BELTRAMI COUNTY OPIOIDS FUNDING MEMORANDUM OF AGREEMENT
FOR
OPIOID REPORTING COMPLIANCE
AND
ADDENDUMS**

THIS AGREEMENT, by and between the Beltrami County, (referred to as the “County”), through its local Public Health Department, Beltrami County Department of Health and Human Service, 616 America Avenue NW, Bemidji, Minnesota 56601, (referred to as the “Agency”), and **Bemidji Fire Department, 318 5th Street NW, Bemidji, MN 56601** (referred to as the “Provider”) is for the period of **July 1, 2025** through December 31, 2026.

WHEREAS, The County is in receipt of Opioid Settlement Funds through the State of Minnesota, and

WHEREAS, the County desires to use Opioid Settlement Funds to mitigate the effects of the opioid epidemic within Beltrami County, and

WHEREAS, the Provider represents that it is duly qualified and willing to furnish such services and is eligible to receive funding through the County from the Minnesota State Opioid Settlement Funds, and

WHEREAS, the County has identified the Provider as being in need of support for programs and services to support persons impacted by opioids.

WHEREAS, the Agency, County, and Provider share a common desire to abate and alleviate the impacts of harm to the people by misconduct, marketing, distribution, and dispensing of an opioid analgesic

I. Definitions

- a. “Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A** consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions. Approved uses shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds.
- b. “Local Government” means Beltrami County and all cities within the geographic boundaries outlined by the State of Minnesota.
- c. “Memorandum of Agreement” or “MOA” means this agreement, the Beltrami County Opioids Funding Memorandum of Agreement for Opioid Reporting Compliance and Addendums.
- d. “Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements to the County for the purposes of opioid remediation activities.

II. Allocation of Opioid Settlement Funds

- a. Amount Awarded: The total obligation of County and Agency for all compensation and reimbursements to Provider under this grant project agreement will not exceed **\$4050.00**. Provider must obtain prior written approval from Agency for any budget modifications.
- b. Method of distribution. Reimbursement will be in accordance with Provider's activities addressed in **Exhibit A**, which is attached and incorporated into this agreement.
- c. Activity Worksheets and Invoices: Provider will submit quarterly Activity Worksheets **Exhibit B** and Invoices **Exhibit C** as outlined below:
 - i. **Exhibit B** and **Exhibit C** Schedule Due Dates:
 1. October 15, 2025
 2. January 15, 2026
 3. April 15, 2026
 4. July 15, 2026
 5. October 15, 2026
 6. January 15, 2027 – final invoice due 15 days after expiration of grant agreement
 - ii. All activity worksheets and invoices will be sent via email to the following two recipients:
 1. amy.bowles@co.beltrami.mn.us
 2. joshua.burnham@co.beltrami.mn.us
 - iii. The Agency will make payment within thirty-five (35) days from the receipt of the invoice. If the invoice is incorrect or otherwise improper, the Agency will notify the Provider within ten (10) working days of receiving the incorrect invoices. Upon receiving the corrected invoice, the Agency will make payment within thirty-five (35) days.
 - iv. The Provider will bill only for services actually delivered. Provider agrees to the "Limitations on use of funds," found in the **Exhibit A**.

III. Requirements and Compliance

- a. Compliance with National Settlement. Provider agrees to invoice for activities listed in the MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT, **Exhibit A**.
- b. Auditing and preservation of records
- c. Subcontracting. 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.
- d. Standards, Licenses, Certifications, and Trainings. The Provider represents that it will remain qualified to furnish services in accordance with the grant application, Minnesota State Statutes, and the Rules of this Agreement. The provider agrees to

use only qualified personnel and arrange for staff trainings as required in Minnesota Statutes and the Rules of this Agreement.

- e. Public Access. Agency will submit annual reporting and provide the State of Minnesota with access to data related to grant activities as directed in the MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT.

IV. 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 Agency, 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 Contractor 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 Parties and their 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.

V. INDEMNITY AND INSURANCE

- A. Hold Harmless and Indemnification: The Provider agrees to defend, indemnify, and hold the Agency, 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 Agency, 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 Agency or the subcontractors, partners, or independent contractors or any of their agents or employees under this Agreement.

- B. Provider shall maintain commercial and professional liability insurance at all times throughout this Agreement. 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 Agency 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.

VI. **CANCELLATION AND TERMINATION OF CONTRACT**

- A. **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.
- B. **Written Notice of Termination:** 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: Bemidji Fire Department, 318 5th Street NW, Bemidji, MN 56601
[REDACTED]. Agency notice will be delivered to Beltrami County Public Health Director, Beltrami County, 616 America Ave NW, Bemidji, Minnesota 56601.
- C. **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 (Minnesota Statutes, Section 245B.07, Subdivision 3 and Minnesota Rules, Part 9505.2190).
 7. Transfer the person's records to the new Agency of services and work cooperatively with the new Agency until a smooth transition is made.
- D. **Duties of Agency Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the 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 Provider 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.
- E. **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.

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

[Signatures to follow on next page]

FOR THE COUNTY

Craig Gaasvig, Board Chair
Beltrami County Board of Commissioners

Date

Amy Bowles
Beltrami County Public Health Director

Date

FOR THE PROVIDER

Provider

Date

APPROVED AS TO FORM AND EXECUTION

David L. Hanson
Beltrami County Attorney

Date

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit.

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment
2. Improve oversight of Opioid Treatment Programs to ensure evidence-based or evidence-informed practices.
3. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
4. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
5. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

2. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
3. Develop and support best practices on addressing OUD in the workplace.
4. Engage non-profits and the faith community as a system to support outreach for treatment.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies.
2. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
5. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome (“NOWS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

3. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
4. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to, focusing on risk factors and early interventions.
2. Public education relating to drug disposal. Drug take-back disposal or destruction programs.
3. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
4. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the public.
2. Public education relating to emergency responses to overdoses.
3. Public education relating to immunity and Good Samaritan laws.
4. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

I. LEADERSHIP, PLANNING, TRAINING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

DRAFT

EXHIBIT B

Date Spent: _____ Amount: _____

Brief Description of the funded program and how funding was distributed/spent:

Did you provide culturally relevant Services? ☐ YES ☐ No

Provide Description:

Target Population Served (select all that apply):

- | | | | | | |
|---|---|--------------------------------------|-------------------------------------|---|---------------------------------------|
| ☐ American Indian | ☐ Asian | ☐ Hispanic | ☐ Low-income | ☐ Pregnant | ☐ under 1 year |
| ☐ Native Hawaiian | ☐ Homeless | ☐ age 1 to 18 | ☐ LGBTQ | ☐ Individual with Disabilities | |
| ☐ African American | ☐ Justice Involved | ☐ Other _____ | | | |

Did you use any of the following evidence-based practices?

- | | | |
|---|---|--|
| ☐ 12-step Facilitation Therapy | ☐ Building Assets, Reducing Risks (BARR) | ☐ Buprenorphine Boot Camp Training |
| ☐ Buprenorphine for opioids (MOUD) | ☐ Cognitive-Behavioral Therapy for SUD | ☐ LifeSkills Training (LST) |
| ☐ Contingency Management with motivational incentives or tangible reinforcements | ☐ Project ECHO | |
| ☐ Co-Occurring Disorders and Integrated Dual Diagnosis Treatment (IDDT) | ☐ Motivational Interviewing | |
| ☐ Naloxone distribution and education | ☐ Peer support for substance abuse | ☐ Sober Housing |
| ☐ Permanent supported housing model - _____ | ☐ Project Venture | |
| ☐ Yellow Line Project | ☐ Treatment Courts – Juveniles/Adult | ☐ Screening, intervention, referral (SBIRT) |
| ☐ Wraparound service | ☐ Other - _____ | |

What primary remediation category did this funding serve?

- | | | |
|---|---|---------------------------------------|
| ☐ Treat Opioid Use Disorder | ☐ Support People in Treatment and Recovery | ☐ Training |
| ☐ Prevent Misuse of Opioids | ☐ Connect People to Services and/or help | ☐ Research |
| ☐ First Responders | ☐ Criminal-Justice Involved persons | ☐ Post-mortem. |
| ☐ Prevent Misuse | ☐ Perinatal population, infant with Neonatal Opioid withdrawal syndrome. | |
| ☐ Prevent Overdose | ☐ Prevent Over prescribing, ensure appropriate dispensing of opioids | |
| ☐ Leadership, planning, and coordination | | |

Data Needed Per Activity:

Number of Item(s) Purchased: _____ (Or number of people hoped to serve)

Number of Items Used: _____ (or number of people actually served)

Brief Description of Successes and/or barriers:

Processes Measured (Staff trained, people attending group, obtaining housing, employment, unification with children):

Additional outcomes measured (length of days in sobriety, number of people served by sex, race, age):

What would you do different?

EXHIBIT C
Beltrami County Opioid Invoice

To: Beltrami County

Public Health, Opioid Settlement Dollars

Quarter Date Range: _____

Email to: joshua.burnham@co.beltrami.mn.us and amy.bowles@co.beltrami.mn.us

FROM:

Recipient Name:

Company Name:

Street Address:

City, ST ZIP Code:

Phone: Phone:

Date Emailed: _____

INSTRUCTIONS: All allocation of Opioid Settlement Dollars must fit into one of the approved remediation of uses categories listed in Exhibit A of the MOA. *Attach receipts of expenses or proof of expense.*

DATE SPENT	ATTACHED INVOICE NUMBER/NAME	DESCRIPTION OF APPROVED REMEDIATION	TOTAL
		SUB TOTAL	

X

Signature, Title, Date

10% Indirect (Optional)	
INVOICE TOTAL	

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025
Action Requested: Approved purchase of new Tommy Gate lift gate
Prepared By: Scott Schroeder, Parks Superintendent

Background:

The Parks and Recreation Department has identified a need to replace our current lift gate. The current piece of equipment has excessive wear and tear. The current lift gate is mounted on a vehicle that was declared surplus back on May 5th, 2025. The vehicle and lift gate will be sold as one unit on a public auction site in the future. The lift gate is used for a variety of tasks involving heavy items. It is an essential piece of equipment for operations within the Parks and Recreation department.

Crysteel Truck Equipment, Fridley, MN State Contract Price: \$4,025.00

Recommendation:

It is recommended that the City Council pass a motion approving the purchase of the 2025 Tommy Gate supplied from Crysteel Truck Equipment out of Fridley, MN for the purchase price of \$4,025.00 to be funded from the Parks Departments CIP budget.



1130 73rd Avenue NE
Fridley, MN 55432
(763) 571-1902
1-800-795-1902

Highway 60 East
Lake Crystal, MN 56055
(507) 726-6041
1-800-722-0588

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 6/11/2025

Reference: Tommy Gate Quote

Company: City of Bemidji

Address: 1351 5th Street NW

Contact: Corbin Miller

Phone#: 218-760-3624

City: Bemidji

Email: Corbin.Miller@ci.bemidji.mn.us

State: MN

Dealer	Chassis Estimated Delivery
Truck Make Ford	CA or CT 8' box
Model Year 2011	Transmission
Truck Model F250	Cab Color

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 264964

RELEASE NO: T-763(5)

CONTRACT PERIOD: FEB 1, 2025, THROUGH JANUARY 31, 2026

EXTENSION OPTION: Up to 27 months

1-UNIT

STATE COOPERATIVE PRICING

QTY		Price Each	Extended
	5.0 Liftgates		
1	5.27 G2-60-1542 EA38	\$3,900.00	\$3,900.00
1	5.169 Winter Grade Hydraulic Fluid	\$50.00	\$50.00
1	Freight to Bemidji Public Works	\$ 75.00	\$ 75.00

Total Package Price

\$4,025.00

PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES

Cost Per Loaded Mile for Delivery:

\$4.00

Starting Point:

Lake Crystal, MN

*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT

**NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.

***ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Fridley
Contact Person:	Rob Weldon
Street Address:	1130 73rd Ave NE
City, State, Zip:	Fridley, MN 55432
Phone #:	(763) 235-5487
Toll Free #:	(800) 795-1280
Email Address:	rweldon@crysteeltruck.com

OPTIONS -- The below options are NOT included in the above package pricing

<u>5.0 Liftgates OPTIONS</u>			
1	5.27	Install of G2-60-1542 EA38	\$900.00
1	5.163	Galvanizing Option	\$870.00

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: The Bemidji Police Chief is seeking approval to enter into the agreement with the State of MN, 9th Judicial District.

Prepared By: Mike Mastin, Chief of Police

Background:

The Bemidji Police Department wishes to enter into an agreement with the State of Minnesota 9th Judicial District to support the Beltrami County Domestic Violence court. The Office of Violence against Women, U.S. Dept of Justice will provide overtime funding for the Bemidji Police Department Crime Analyst to support the Beltrami County Domestic Violence court through surveillance and analysis as described in the grant agreement.

Recommendation:

Approve the attached agreement.

STATE OF MINNESOTA CONTRACT

Contract for Services (non-technology related)

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Ninth Judicial District Administration Office, address 616 America Ave NW, Suite 250, Bemidji, MN 56601 (hereinafter "STATE") and Bemidji Police Department, an independent contractor, not an employee of the State of Minnesota, address 613 Minnesota Ave NW, Bemidji, MN 56601 (hereinafter "CONTRACTOR"),

WHEREAS, the STATE, pursuant to Minnesota Statutes 2024, Section 484.68, subd. 3, is empowered to manage the administrative affairs of the courts of the judicial district, and

WHEREAS, the STATE desires to have a surveillance analyst to monitor jailhouse telephone calls, visitation videos, and social media posts of domestic violence court qualified defendants during their pre-trial phase but lacks sufficient staff, and

WHEREAS, this project is supported by Grant No. 15JOVW-24-GG-01627-ICJR, awarded by the Office of Violence Against Women, U.S. Department of Justice. As a Sub-Recipient, the CONTRACTOR agrees to follow all requirements of the Department of Justice Grant Guidelines Special Conditions. The Special Conditions have been provided to the CONTRACTOR and by entering into this contract, agree to be bound by the requirements with the CONTRACTOR, and

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

- I. **DUTIES.** CONTRACTOR, who is not a STATE employee, shall provide the services set forth herein. All such services shall be performed by mutually agreed upon CONTRACTOR's employee. The services are as follows:
 - A. To promote best practice in the Beltrami County Domestic Violence Court and the Coordinated Community Response (CCR) project, the CONTRACTOR will provide a surveillance analyst to monitor jailhouse telephone calls, visitation videos, and social media posts of domestic violence court qualified defendants during their pre-trial phase.
 1. Analyst will be proficient in intimate-partner sexual assault, domestic violence, dating violence and stalking, and have power-of-arrest authority.
 2. Analyst will monitor compliance of pre-trial orders, including protective orders, for Beltrami County Domestic Violence Court eligible cases.
 3. Analyst will receive referrals for monitoring from Minnesota Department of Corrections

(Probation), Beltrami County and City Attorney's Office, and/or the Domestic Violence Court Coordinator.

4. Analyst will commit to maintaining a case file for each referral and commit to tracking information and data about the case.
 - a. The information collected by the analyst will be added to a case file in the Contractor's records management system. The data will remain in the records management systems until the Contractor's established data retention period expires.
 - b. The data will be shared with the Domestic Violence Court Coordinator for grant reporting and project analysis. The shared data will be retained according to MJB policy.
5. The analyst will be supervised by a detective sergeant. Based on surveillance, if what was learned is criminal the analyst will forward the information to the detective sergeant for investigation. If what was learned is a violation of probation, the information will be forwarded to the Department of Corrections for follow up and investigation.
6. Analyst will offer project specific policies, procedures, and best practices to be utilized by other communities, when requested.
7. Analyst will commit to using a trauma-informed approach when communicating with the victim.
8. Analyst will follow policies of the Department of Justice Office on Violence Against Women as described in the special condition guidelines regarding victim confidentiality and information sharing between all project partners.

II. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration** for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the STATE as follows:

1. Compensation: The CONTRACTOR will provide a surveillance analyst to work a not to exceed 12.0 hours per month reimbursed at the following rates:
 - a. \$65.27/hour July 1, 2025 – December 31, 2025
 - b. \$67.55/hour January 1, 2026 – December 31, 2026
 - c. \$69.57/hour January 1, 2027 – September 30, 2027

The not to exceed billable amount for 2025 is \$4,699.44. The not to exceed billable amount for 2026 is \$9,727.20. The not to exceed billable amount for 2027 is \$7,513.56.

2. There shall be no reimbursement for travel and subsistence expenses incurred by CONTRACTOR in performance of this contract. The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR shall not exceed twenty-one thousand nine hundred forty and 20/100 (\$21,940.20).

- B. Terms of Payment.** Payments shall be made by the STATE promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the

STATE'S authorized agent pursuant to Section VII. An invoice shall be submitted on a monthly basis for billable costs incurred by the CONTRACTOR during the immediately preceding month.

- III. **TIME REQUIREMENTS.** Time is of the essence. CONTRACTOR shall comply with all of the time requirements described in this contract.
- IV. **CONDITIONS OF PAYMNET.** All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- V. **TERM OF CONTRACT.** This contract shall be effective on 7/1/2025 and shall remain in effect until 9/30/2027 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **CONTRACTOR UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED, AND THE STATE'S AUTHORIZED REPRESENTATIVE NOTIFIES CONTRACTOR TO BEGIN WORK.**
- VI. **CANCELLATION.**
 - A. This contract may be cancelled by the STATE at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
 - B. The STATE may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.
- VII. **STATE'S AUTHORIZED REPRESENTATIVE.** The STATE'S Authorized Representative for the purposes of administration of this contract is DEBORAH BAER, NINTH JUDICIAL DISTRICT DOMESTIC VIOLENCE COURT COORDINATOR, OR THEIR SUCCESSOR. Such representative shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section II (B).

- VIII. **ASSIGNMENT.** CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which CONTRACTOR may be merged, acquired or consolidated or which may purchase all or substantially all of the business assets of CONTRACTOR. CONTRACTOR shall notify the STATE in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The STATE reserves the right to require the acquiring person/entity to promptly become a signatory to this contract and any and all amendments or other document so as to help assure the full performance of this contract.
- IX. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- X. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- XI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
- XII. **CONFIDENTIALITY, DISCLOSURE AND USE.** CONTRACTOR shall not disclose to any third party any information that is both: (A) made available by the STATE or its agents to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released.
- XIII. **RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS.**
- A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors either individually or jointly with others and which arise out of the performance of this contract, including any report, study, computer software, database, model, invention, photograph, negative, audio or

video recording, or other item or documents (hereafter "MATERIALS"). CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created by CONTRACTOR, its employees or subcontractors, individually or jointly with others shall be considered "works made for hire" as defined by the United States Copyright Act. CONTRACTOR shall remit all of the MATERIALS to the STATE upon completion, termination or cancellation of this contract. CONTRACTOR, its employees and subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied or reproduced or used for any purpose other than the performance of the CONTRACTOR'S obligations under this contract without the written permission of the STATE'S authorized representative. Nothing in this Article shall be construed to limit the CONTRACTOR'S obligation to comply with Article XI of this contract.

- B. CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Without limiting section X, CONTRACTOR shall indemnify and defend the STATE at CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in CONTRACTOR'S or the STATE'S opinion is likely to arise, CONTRACTOR shall, at the STATE'S discretion, either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. AFFIRMATIVE ACTION.

- A. **Covered Contracts and Contractors.** If this contract exceeds \$100,000 and CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principal place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance, (also known as a "Workforce Certificate"), must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by

the federal government or other governmental entity, and obtain a Workforce Certificate from the Minnesota Commissioner of Human Rights. If CONTRACTOR is exempt from obtaining a Workforce Certificate as required by Minn. Stat. § 363A.36, CONTRACTOR shall certify in writing to the Commissioner of Human Rights that it is exempt, and determination of exempt status shall be made by the Commissioner of Human Rights. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in MN or another state, CONTRACTOR must comply as provided in this Affirmative Action section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to "compliance.MDHR@state.mn.us."

B. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the "Commissioner" as indicated by a Workforce Certificate. The law addresses the issuance of fines, and suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

C. Minn. R. Parts 5000.3400-5000.3600 provide:

1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

2. **Disabled Workers.** The contractor must comply with the following affirmative action requirements for disabled workers:

a. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates

of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

D. Consequences. The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, issuance of fines, or suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.

E. Certification. CONTRACTOR hereby certifies and warrants that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 (including, where applicable, federal affirmative action requirements) and is aware of the consequences for non-compliance.

XV. WORKERS' COMPENSATION. In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, the CONTRACTOR shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.

XVI. **ANTITRUST.** CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVII. **OTHER PROVISIONS.**

A. **Warranties.**

1. **Original Works.** In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain, all software, documentation, information and other materials provided or furnished by CONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.
2. **Professional Services.** CONTRACTOR represents and warrants to the STATE that it has the proper training, skill and background so as to be able to perform all services required of CONTRACTOR pursuant to this contract in a competent and professional manner, and all such work shall be of professional quality.
3. **Mutual Representations and Warranties.** CONTRACTOR and the STATE each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.

B. **Injunctive Relief.** Without limiting section X, CONTRACTOR acknowledges that the STATE will be irreparably harmed if CONTRACTOR'S obligations under sections XII and XIII of this contract are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the STATE for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.

C. **Relationship of the Parties.** CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the STATE.

1. Within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract. CONTRACTOR may conduct other business unrelated to this contract during the term of this contract as long as it does not affect in any significant way CONTRACTOR'S performance under this contract and CONTRACTOR's compliance with all other terms and conditions of this contract.
2. CONTRACTOR understands and agrees that the STATE is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this contract and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this contract. Without limiting section X, CONTRACTOR will indemnify the STATE for any damages or expenses, including attorney's fees, and legal expenses, incurred by the STATE as a result of CONTRACTOR's failure to pay any such taxes or other amounts. At the STATE's request, CONTRACTOR shall provide proof of payment of any such required taxes or other amounts.
3. CONTRACTOR will pay interest on late payments to its permitted subcontractors as specified in Minn. Stat. § 16A.1245.
4. This contract shall not be considered or construed to be a partnership or joint venture. Neither CONTRACTOR nor the STATE shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
5. CONTRACTOR hereby waives and foregoes the right to receive any benefits given by the STATE to its regular employees, including, but not limited to, health benefits and vacation and sick leave benefits. CONTRACTOR agrees that if any government agency or court of law claims that CONTRACTOR is an employee, CONTRACTOR agrees that CONTRACTOR is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the CONTRACTOR by virtue of CONTRACTOR's services to the STATE, and is effective for the entire duration of this contract. This waiver is effective independently of CONTRACTOR's employment status as adjudged for taxation purposes or for any other purpose.

D. Consent to Release of Certain Data. Under Minn. Stat. § 270C.65 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.

- E. Publicity and Endorsement.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work. CONTRACTOR must not claim that the STATE endorses its products or services.
- F. Notices.** Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to CONTRACTOR; (2) at the address first set forth herein, if to the STATE, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King, Jr. Blvd, St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.
- G. Non-Exclusivity.** This contract shall not preclude CONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the STATE under this contract; provided, however, that such materials prepared by CONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of CONTRACTOR to provide services of any kind to any person or entity as CONTRACTOR in its sole discretion deems appropriate.
- H. Facilities and Use Conditions.** Without limiting CONTRACTOR's responsibilities under any other section of this contract, to the extent that CONTRACTOR utilizes STATE provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform CONTRACTOR's duties under this contract, CONTRACTOR must comply with all policies of the STATE and the Minnesota judicial branch as they relate to the acceptable use or operation of STATE facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and Drug Free Workplaces the same may be amended and replaced from time to time .
- I. Equal Pay Certificate.** The STATE cannot enter into an agreement that exceeds \$500,000 with a CONTRACTOR who has 40 or more full time employees in Minnesota or a state where CONTRACTOR has its primary place of business, on a single day during the prior

twelve months, unless CONTRACTOR has a valid Equal Pay Certificate issued by the Minnesota Department of Human Rights or has certified in writing that it is exempt. CONTRACTOR certifies that it is in compliance with Minnesota Statutes section 363A.44 and is aware of the consequences for non-compliance. CONTRACTOR represents and warrants that as of the effective date of this contract CONTRACTOR employs less than 40 full-time employees on a single working day. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in Minnesota or another state CONTRACTOR must comply as provided in this Equal Pay Certificate section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to "compliance.MDHR@state.mn.us".

J. Miscellaneous.

1. The provisions of sections VII, X, XI, XII, XIII, XVI, and XVII shall survive any cancellation or termination of this contract as shall any other provisions which by their nature would be intended or expected to survive such cancellation or termination.
2. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
3. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this contract, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
4. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.

5. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other agreement between the parties, the terms of this contract shall govern.

[continued on next page]

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. CONTRACTOR

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute).

By: *Mike Mastin, [Signature]*
Title: *Chief of Police*
Date: *06-11-2025*

By:

Title:

Date:

3. Funds have been encumbered as required by State Court Finance Policy by:

By:

Title:

Date:

2. STATE

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By:

Title:

Date:

By:

Title:

Date:

4. Chief Justice of the Minnesota Supreme Court
(Per policy for procurement exceeding \$500,000)

By:

Title:

Date:

5. Approved as to form and execution for
STATE by:

By:

Title:

Date:

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: Approve Change Order #2 for Cameron Park in the amount of \$1000.

Prepared By: Marcia Larson, Parks and Recreation Director

Background:

On January 6, 2025, the City Council awarded the quote for Cameron Park Restroom Project to Frenzel Construction for the amount of \$144,000. The project includes rehabilitating and updating the restrooms and making better use of the space to include storage and programming/public space. The construction project is in progress. Weekly construction meetings are held to review construction progress. Change Order 2 for \$6,396.53 for access control was approved on April 21, 2025.

Change Order #2 for \$1000.00 is attached and recommended by the Architect and staff for the additional privacy screen in the men's restroom. This provides privacy and separation.

Financial

Frenzel Construction's contract for the project as approved with change order #1 is \$150,396.53. It is recommended \$1000.000 for Change Order #2 be allocated out of the Parks Department Budget. Change Order #2 will increase the contract to 151,396.53.

The Parks and Recreation Commission reviewed and approved Change Order #2 at their regular meeting on June 11, 2025.

Recommendation:

Approve Change Order #2 for Cameron Park in the amount of \$1000.



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*Cameron Park Restroom
2504 Birchmont Dr. NE
Bemidji, MN 56601**CONTRACT INFORMATION:**Contract For: General Construction
Date: January 7th, 2025**CHANGE ORDER INFORMATION:**Change Order Number: TWO (2)
Date: May 27th, 2025**OWNER:** *(Name and address)*City of Bemidji
317 4th Street NW
Bemidji, MN 56601**ARCHITECT:** *(Name and address)*DSGW Architects
2 West 1st Street, Suite 201
Duluth, MN 55802**CONTRACTOR:** *(Name and address)*Frenzel Construction, Inc.
6975 Danielle Lane NE
Bemidji, MN 56601**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Labor and materials to supply and install an additional urinal screen.

ADD: \$1,000.00

TOTAL NET ADD THIS CHANGE ORDER:

\$1,000.00

The original Contract Sum was

\$ 144,000.00

The net change by previously authorized Change Orders

\$ 6,396.53

The Contract Sum prior to this Change Order was

\$ 150,396.53

The Contract Sum will be increased by this Change Order in the amount of

\$ 1,000.00

The new Contract Sum including this Change Order will be

\$ 151,396.53

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be SAME

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

DSGW Architects

Frenzel Construction, Inc.

City of Bemidji

ARCHITECT *(Firm name)*CONTRACTOR *(Firm name)*OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Matt Smith, AIA, Senior Architect

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

05/27/2025

DATE

DATE

DATE

Frenzel Construction Inc.
7048 Island View Drive NE
Bemidji, MN 56601
fcinc@paulbunyan.net



Estimate

ADDRESS

Marcia Larson
City of Bemidji -- Parks &
Recreation
City of Bemidji - Parks &
Recreation

ESTIMATE # 1928-601

DATE 05/02/2025

ACTIVITY	DESCRIPTION	AMOUNT
Construction	Labor and materials to supply and install an additional urinal screen.	1,000.00
TOTAL		\$1,000.00

Accepted By

Accepted Date

ESTIMATE IS GOOD FOR 5 DAYS

Any unforeseen changes will be charged @ \$145.00 per man hour - plus materials.
30% down to start job. The rest due upon completion. If you have any questions concerning this
estimate, please call Pat @ 218-766-2669

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: Council approval of the recommended comparable cities list.

Prepared By: Rich Spiczka, City Manager

Background:

In order to complete our grading and compensation study we need to establish comparable cities for comparison. In the past the determination was done in various ways. Staff had some input into cities that they felt compared for various reasons and Baker Tilly used their expertise to determine what they thought was the best representative list based on the criteria below. As part of this process, Baker Tilly identified 10 peer organizations that closely resemble our community in key characteristics such as:

- Population size
- General fund value
- Cost of labor
- Cost of living

These criteria help ensure that the comparisons reflect organizations with similar operational scale, economic environments, and workforce challenges. However, because no two jurisdictions are exactly the same, Baker Tilly adjusts the raw data to account for these differences, allowing for accurate and equitable salary comparisons across similar roles.

By examining what these peer organizations pay for comparable positions, we can benchmark our current wages and determine whether we are leading, lagging, or in line with the market. This process allows us to:

- Identify gaps in our current pay structure
- Ensure we're offering competitive wages that attract and retain high-quality staff
- Promote internal equity, so employees performing similar work are compensated fairly
- Avoid future issues such as wage compression or recruitment challenges

Baker Tilly will provide data-driven recommendations for any necessary wage adjustments. These proposed changes will be evaluated for their financial impact and, where appropriate, may be phased in over time to align with budgetary constraints.

Peer Organizations recommended by Baker Tilly in the Study:

- City of Fergus Falls
- City of North Mankato

- City of Albert Lea
- City of Buffalo
- City of Hutchinson
- City of Mankato
- Beltrami County
- City of Red Wing
- City of Alexandria
- City of Northfield

These organizations represent a balanced cross-section of municipalities and counties with similar service responsibilities and workforce needs. Their inclusion provides a strong foundation for evaluating our current compensation strategy and identifying areas for improvement.

Recommendation:

Approve Comparable Cities List for Grading and Compensation Study.

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025
Action Requested: Declare Surplus Equipment and Authorize Disposal
Prepared By: David LaZella, Police Captain

Background:

According to the Bemidji City Code Subdivision IV, Sec. 2-541, Disposal of Excess Property, the City Manager may, from time to time, recommend to the Council that certain property owned by the City is no longer needed for a municipal purpose and should be sold.

The Police Department recommends that the following vehicle be declared surplus:

2013 Ford Police Interceptor SUV: VIN: 1FM5K8ARXDGA31499
2018 Ford Police Interceptor SUV: VIN: 1FM5K8AR8JGA71657
2019 Chevrolet Tahoe Pursuit SUV: VIN: 1GNSKDEC2KR369543

****These vehicles are in operating condition and will be able to be sold and re-titled.**

Based on vehicle mileage, operating and physical condition, these 3 vehicles are no longer viable to be used as a police vehicle.

Recommendation:

Staff recommends that the City Council declare both vehicles surplus and authorize the City Manager to dispose of said property.

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025

Action Requested: Declare Neilson Reise's Ice Plant and Associated Piping as Surplus Property

Prepared By: Rich Spiczka, City Manager

Background:

According to the Bemidji City Code Subdivision IV, Sec. 2-541, Disposal of Excess Property, the City Manager may, from time to time, recommend to the Council that certain property owned by the City is no longer needed for a municipal purpose and should be sold. The Neilson Reise Arena's ice plant is no longer in operation. It is an R-22 refrigerant system which is no longer used. The R-22 refrigerant was abated in 2021 per the attachment. With a possibility of a tenant occupying the arena, in the near future, the ice plant and rink floor piping should be removed.

Recommendation:

Declare Neilson Reise's Ice Plant and Associated Piping as Surplus Property



DATE
08/25/2021 -
08/26/2021

WO#
46197-35668

Jobsite Details

CUSTOMER
Commercial Refrigeration Systems, Inc.

SITE NAME
Commercial Refrigeration Systems - City (Store
#1)
1230 23rd Street Northwest, Bemidji, MN 56601

PO#
220MECC

PHONE
(218) 749-3366

Job Summary

Units/Circuits Recovered: 1

Cylinders Recovered: 0

Refrigerant Recovered

Product	Purity Range (%)	Weight (lb)
R-22	97-100%	7313.00
Total Recovered		7313.00

Gas Breakdown

R-22 @ 100%

7313.00 LBS

REMOVED

Equipment Summary

TYPE	MAKE	MODEL	SERIAL #
Other	RINK MASTER	135	87274
RECOVERED WEIGHT	RECOVERED REFRIGERANT	PURITY	DECOMMISSIONED ID
Unknown	Unknown	Unknown	708822
RECOVERY CYLINDERS			
NOTES: REFRIGERANT RECOVERY SERVICE			

Technician Report

TECHNICIAN NAME	EPA CERTIFICATION #	CERTIFICATION LEVEL
Tyler Pehoski	805687512710	Universal



CERTIFICATE OF ABATEMENT

I hereby certify that all refrigerant was removed for **Commercial Refrigeration Systems**, In as detailed herein from the units and cylinders listed at the specified location(s) and on the specified date(s).

I also certify that:

- An EPA certified technician was used to perform the service and complete EPA documentation as required by the EPA – Clean Air Act.
- EPA certified and AHRI certified equipment was used to recover the refrigerants. The units were recovered to EPA required levels.
- Recovered refrigerant was transported to an EPA certified reclamation facility.



Michael Chevalier

Michael Chevalier
Rapid Recovery

Intertek
1717 Arlingate Lane
Columbus, OH 43228



**REFRIGERANT RECOVERY/RECYCLING EQUIPMENT
CERTIFICATION PROGRAM**
Program of the Air-Conditioning, Heating and Refrigeration Institute

INSPECTION REPORT

REPORT SERIAL NUMBER: RRRE-20004-1-A
INSPECTION STATUS: NO SUBSTANTIVE CHANGES - PASS
TESTED FOR: AHRI Certification Program for
Refrigerant Recovery/Recycling Equipment
2111 Wilson Blvd., Suite 500
Arlington, VA 22201

UNIT INSPECTED: RAPREC SUPPORT, INC. (MODEL EM-2, EL MACHINO)
UNIT SERIAL NUMBER: 101246
UNIT TYPE: RECOVERY
REFRIGERANTS: R-114, R-134A, R-22, R-407C AND R-410A

COMPRESSOR MANUFACTURER: DORIN
COMPRESSOR MODEL: 2GVS, WITH 6 1/2" DIA. PULLEY AND HENRY S-9010 OIL LEVEL CONTROLLER
COMPRESSOR SERIAL NO.: 18050038Z

MOTOR (BELT/DIRECT DRIVE): BELT DRIVE THROUGH CLUTCH, HONDA GX270 GASOLINE POWERED ENGINE, 9.0 HP,
MOTOR PULLEY 4 1/4" DIA., MANUALLY THROTTLE CONTROLLED

INLET ACCUMULATOR TYPE: CARLY, 6" DIA. X 13" HIGH, 1/4" FPT PORTS, 1/2" MFLARE HEAT EXCHANGER PORTS
DISCHARGE SEPARATOR TYPE: TEMPRITE 503, 1/2" FPT PORTS, 3/4" MFLARE OIL RETURN PORT

CONDENSER TYPE: (2X) FINNED TUBE, 3 ROWS, 14"W X 14"H, 3/8" DIA. TUBING
CONDENSER BLOWER TYPE: (2X) DAYTON, MODELS 5ZCN7A (CW) AND 5ZCP7A (CCW), 10 1/4" DIA., BELT-DRIVEN
BY HONDA ENGINE WITH 3 1/4" DIA. MOTOR PULLEY AND 5" DIA. BLOWER PULLEY

RECEIVER: NONE

CRO VALVE SETTING/ VERIFIED: MANUALLY THROTTLED BASED ON INCOMING AND DISCHARGE REFRIGERANT
PRESSURES, SUCTION - SPORLAN CRO-6-0/60, CONDENSER - SPORLAN ORI-6-65/225

LABELS: AHRI 740 LABEL, EPA STATEMENT

OTHER COMPONENTS: (2X) 1/2" MFLARE HOSE SUCTION PORTS AND HOSE ON HOSE REEL, 1/4" MFLARE HOSE
DISCHARGE PORT AND HOSE, VALVES FOR PUMP/OUT MODE, HP SWITCH AT 425 PSI

CONDITION OF UNIT: Unit appears to be new with no observable defects.

DATE INSPECTED: August 28, 2020

INSPECTION PROCEDURE: Certification Program Operational Manual, OM-740 dated January 2018.

NOTICE:

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BRANDON BUTTON
LEAD ENGINEER

Project Number G104419866

REVIEWED BY: 
JOHN SENEDIK
SENIOR CHEMIST / REVIEWER

Intertek
1717 Arlingate Lane
Columbus, OH 43228



**REFRIGERANT RECOVERY/RECYCLING EQUIPMENT
CERTIFICATION PROGRAM**
Program of the Air-Conditioning, Heating and Refrigeration Institute

INSPECTION REPORT

REPORT SERIAL NUMBER: RRRE-20003-1-A
INSPECTION STATUS: NO SUBSTANTIVE CHANGES - PASS
TESTED FOR: AHRI Certification Program for
Refrigerant Recovery/Recycling Equipment
2111 Wilson Blvd., Suite 500
Arlington, VA 22201

UNIT INSPECTED: RAPREC SUPPORT, INC. (MODEL LP-2, LA PODEROSA)
UNIT SERIAL NUMBER: 60162
UNIT TYPE: RECOVERY
REFRIGERANTS: R-11, R-123, R-22 AND R-410A

COMPRESSOR MANUFACTURER: DORIN
COMPRESSOR MODEL: 2GV5, WITH 3/4" DIA. PULLEY FOR LOW PRESSURE AND 6/4" DIA. PULLEY FOR HIGH PRESSURE
COMPRESSOR SERIAL NO.: 18090103Z

MOTOR (BELT/DIRECT DRIVE): BELT DRIVE, LEESON MODEL C5K17FB66A, 2 HP, 1725 RPM, WITH 4/4" DIA. PULLEY FOR LOW PRESSURE AND 3/4" DIA. PULLEY FOR HIGH PRESSURE

INLET SEPARATOR TYPE: NONE
DISCHARGE SEPARATOR TYPE: TEMPRITE MODEL 502, 3/4" PORTS, WITH BALL VALVE ON OIL RETURN PORT

CONDENSER TYPE: FLATPLATE HEAT EXCHANGER, 11 1/4" H X 4 3/4" W X 3 1/2" D
CONDENSER FAN TYPE: NONE, WATER COOLED, GARDEN HOSE FITTINGS

RECEIVER: NONE

CRO VALVE SETTING/ VERIFIED: NONE, MANUALLY THROTTLED, VAPOR ONLY

LABELS: AHRI 740 LABEL, EPA STATEMENT

OTHER COMPONENTS: 1/2" AND (2x) 3/4" MFLARE HOSE SUCTION PORTS AND HOSES, 1/2" → 3/8" MFLARE HOSE DISCHARGE PORT, VALVES FOR PUMP/OUT MODE, TUBE FRAME ACTS AS ACCUMULATOR

CONDITION OF UNIT: Unit appears to be new with no observable defects.

DATE INSPECTED: August 28, 2020

INSPECTION PROCEDURE: Certification Program Operational Manual, OM-740 dated January 2018.

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BRANDON BUTTON
LEAD ENGINEER
Project Number G104419861

REVIEWED BY: 
JOHN SENEDIK
SENIOR CHEMIST / REVIEWER

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 06/10/2025 - 9:45AM
Warrant Request Date: 6/17/2025
DAC Fund:



Batch: 00416.06.2025

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	VisitBemidji	000000000	1,185.25
Page Total:			\$1,185.25
Grand Total:			\$1,185.25

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025
Action Requested: Consider Ordinance Amending Charter
Prepared By: Michelle Miller, City Clerk

Background:

The Charter Commission, at their April 16, 2025 meeting, voted in favor to move forward with a charter amendment by ordinance for Chapter 12, General Provisions by adding Section 12.17. Charter Violations.

Pursuant to Minnesota Statutes, Section 410.12, Subd. 7 – Upon recommendation of the charter commission the city council may enact a charter amendment by ordinance. Within one month of receiving a recommendation to amend the charter by ordinance, the city must publish notice of a public hearing on the proposal and the notice must contain the text of the proposed amendment. The city council must hold the public hearing on the proposed charter amendment at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance.

Recommendation:

Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance.

CITY OF BEMIDJI

ORDINANCE NO. , 3RD SERIES

AN ORDINANCE AMENDING THE CITY OF BEMIDJI COUNCIL-MANAGER CHARTER AMENDING CHAPTER 12 (GENERAL PROVISIONS)

THE CITY OF BEMIDJI DOES ORDAIN:

SECTION 1. The City of Bemidji Council-Manager Charter, Chapter 12 entitled "General Provisions", is hereby amended to read as follows:

CHAPTER 12

GENERAL PROVISIONS

Section 12.17 CHARTER VIOLATIONS. A violation of this Charter by a councilmember or employee of the City of Bemidji may be charged with Misconduct of a Public Official, under Minn. Stat. §609.43.

SECTION 2. This ordinance shall become effective ninety (90) days after its passage and publication according to law.

Yeas:
Nays:
Absent:

Public Hearing:
Adoption:

Attest:

Approved:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025
Action Requested: Publish Summary of Ordinance
Prepared By: Michelle Miller, City Clerk

Background:

Request to publish the following summary of an ordinance as allowed by City Charter Section 3.09:

LEGAL NOTICE

ORDINANCE NO. , 3rd SERIES: Ordinance Amending the City of Bemidji Council-Manager Charter Amending Chapter 12 Entitled "General Provisions", Adding Section 12.17 Charter Violations. This Ordinance was approved by the City Council on Monday, June 16, 2025. This Ordinance shall become effective 90 days after publication. A complete copy of the Ordinance is available by contacting the City Clerk, 317 4th Street NW, Bemidji, MN 56601 (218-759-3570).

Recommendation:

Authorize publication of Ordinance summary.

CITY COUNCIL AGENDA ITEM



Meeting Date: June 16, 2025
Action Requested: HRDC Update on Comprehensive Plan
Prepared By: Rich Spiczka, City Manager

Background:

Verbal update on progress of where the HRDC is with the Comprehensive Plan process and update on what the public can expect to see in regard to it in the upcoming months.

Recommendation:

Update from HRDC.