

- 5:15 pm.....Public Affairs Committee Meeting

BEMIDJI CITY COUNCIL AGENDA

Monday, February 1, 2016

Council Chambers
City Hall – 317 4th Street NW
6:00 P.M.



- ROLL CALL
- PLEDGE OF ALLEGIANCE TO THE FLAG
- STATE OF THE CITY ADDRESS, Mayor Albrecht
- AMENDMENTS TO AGENDA

I. MINUTES

- 1) Regular Council: January 19, 2016
- Sp. Work Session: January 25, 2016
- Sp. BEDA Meeting: January 25, 2016

II. CONSENT AGENDA

Items in the Consent Agenda are approved with one motion without discussion/debate. The Mayor will ask if any Council member 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.

- 2) Claims Submitted by Finance Officer in the amount of \$384,032.74
- 3) Claims Submitted by VenuWorks for the Sanford Center in the amount of \$ 65,438.65
- 4) Approve Commission/Board Appointments/Reappointments for 2016
- 5) Resolution Approving State of Minnesota Joint Powers Agreements with the City of Bemidji on Behalf of its City Attorney and Police Department
- 6) Council Travel Authorization – CGMC Legislative Action Day, St. Paul – March 16 – Meehlhause, Johnson

III. CITIZENS WITH BUSINESS BEFORE THIS COUNCIL – NOT ON 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, irrelevant, or overly argumentative. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. All comments will be taken under advisement by the Council. **PLEASE BE ADVISED THAT THE COUNCIL WILL TAKE NO ACTION AT THIS TIME.**

IV. REPORT(S)

- Bemidji Youth Advisory Commission
- Bemidji State Student Senate

Bemidji—Regional Center Amenities with Small Town Character

V. NEW BUSINESS

- 7) Consider Award of Quote for Wastewater Treatment Facility Clarifier Painting – City Project 16-05
- 8) Bemidji's Wellhead Protection Plan, Part 1 – Mike Strodman, Mn Rural Water Assoc.

VI. UPCOMING MEETINGS

- Monday, February 8 5:30 p.m. Work Session – Greater Bemidji Update, Red Lake Promise Zones & Quiet Zones
- Tuesday, February 16 6:00 p.m. Regular Council Meeting

VII. MAYOR AND COUNCIL REPORTS

- Please limit your committee reports to 4 minutes

VIII. ADJOURN

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – January 19, 2016

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Tuesday, January 19, 2016 at 6:00 p.m. in the Council Chambers of City Hall, Mayor Albrecht presiding.

Upon roll call, the following Councilmembers were declared present: Albrecht, Meehlhause, Johnson, Hellquist, Olson, Erickson, Larson

Staff Present: City Manager Nate Mathews, Public Works Director/City Engineer Craig Gray, Finance Director Ron Eischens, City Clerk Kay Murphy

STATE OF THE CITY ADDRESS

Mayor Albrecht gave the annual State of the City Address stating the state of the City of Bemidji is strong and vibrant. The Mayor highlighted projects and achievements completed in 2015. The full "State of the City Address" is available on the City's website and on file in the Clerk's office.

AMENDMENTS TO AGENDA

Mayor Albrecht called for any amendments to the agenda. **Motion by Olson, seconded by Johnson, to approve the agenda as prepared. Motion carried by unanimous vote.**

MINUTES

The following minutes were presented for approval:

Council Meeting	January 4, 2016
BEDA Meeting	January 4, 2016
Work Session	January 11, 2016

Motion by Meehlhause, seconded by Johnson, to approve the minutes as prepared. Motion carried by unanimous vote.

CONSENT AGENDA

The following Consent Agenda items were presented for approval. **Motion by Johnson, seconded by Olson, to approve the Consent Agenda items as follows:**

1. Claims submitted by the Finance Officer in the total amount of \$3,847,830.62
2. Claims submitted by Venuworks for the Sanford Center in the total amount of \$27,060.01
3. Miscellaneous Business License Renewals for 2016
4. Purchase of a 2016 Bobcat Skid steer with attachments – Bobcat of Bemidji (\$69,080.56)
5. **RESOLUTION NO. 5996:** Accepting a Donation from Enbridge Energy in the amount of \$1,600 – Fire Department

Motion carried by unanimous vote.

CITIZENS NOT ON AGENDA

No one appeared.

COMMITTEE REPORTS

Paul Bunyan Transit – Lezlie Grubich, Executive Director, reviewed the history of Paul Bunyan Transit and reported on current operations and ridership numbers.

PUBLIC HEARING

Westwood Acres Mobile Home Park Closure

Mayor Albrecht stated that the purpose of the hearing is to conduct a public hearing pursuant to Minnesota Statutes, Section 327C.095, Subd. 4; review the closure statement of the westerly half of Westwood Acres Mobile Home Park and any impact the partial Park closing may have on the displaced residents and the Park owner. Furthermore, to appoint a neutral third party to facilitate the process for requesting funds to help with the cost of relocation of displaced residents. The City Attorney has asked former County Attorney, Tim Faver, and he has agreed to act as the Neutral Third Party (NTP). Felix recommended that the hourly rate of pay for the NTP be set at \$40 per hour.

Pursuant to published notice, a public hearing was held regarding input on the closure of the westerly half of Westwood Acres Mobile Home Park. Mayor Albrecht opened the Public Hearing at 6:50 p.m.

Charles Gillespie, 329 Westwood Acres, stated that the process has been open and informative. However, due to the age of his mobile home, it may result in him being homeless.

City Clerk Murphy noted the receipt of a letter from Amanda Vojak, 1600 23rd Street NW – Trailer 506, who has financial concerns and was concerned about where she would move with her family.

With no further comments, the Mayor closed the Public Hearing at 6:55 p.m.

Discussion by the Council followed regarding the number of mobile homes that will be moved and availability at other mobile home parks. Jim Cole, Crown Properties, indicated that two have moved and 14 more are scheduled to move to Hillcrest Manor and, a total of 28 mobile homes are to be relocated.

Motion by Meehlhause, seconded by Erickson, appointing Tim Faver as Neutral Third Party to facilitate any applications received requesting funds under the Minnesota Manufactured Home Relocation Trust Fund during the park closure process, and setting the NTP rate of compensation at \$40 per hour. Motion carried unanimously.

ORDINANCE

City Manager Mathews requested that the hearing be continued until February 16 as there are right-of-way issues to discuss with the property owner.

Motion by Olson, seconded by Meehlhause, to continue the Public Hearing for an Ordinance Amending an Uncoded Section of the Bemidji City Code (Authorizing the Sale of Real Property to Klinefelter Ventures, LLC) to February 16, 2016. Motion carried unanimously.

UPCOMING COUNCIL MEETINGS

COUNCIL/STAFF REPORT

- Council members provided updates on current events and meetings.
- City Manager Mathews reported that a group of residents are working with the Downtown Business Alliance regarding a summer concert series. It will be a 9-week series on Wednesday evenings, 6-8 p.m., at Paul Bunyan Park.

ADJOURN

There being no further business, motion by Meehlhause, seconded by Johnson, to adjourn the meeting. Motion carried. Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Kay M. Murphy
City Clerk

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Special Work Session – January 25, 2016

Pursuant to due call and notice, a special work session of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, January 25, 2016, at 5:30 p.m. in the Conference Room of City Hall, Mayor Albrecht presiding.

Upon roll call, the following Councilmembers were declared present: Albrecht, Meehlhause, Johnson, Olson, Erickson, Larson Absent: Hellquist

Staff Present: City Manager Nate Mathews, City Attorney Alan Felix, Parks & Recreation Director Marcia Larson, City Clerk Kay Murphy

Others Present: EAPC and Associates - Craig Clark

Mayor Albrecht stated that the purpose of the special work session was to review the plans for South Shore Park.

Director Larson provided background stating that a comprehensive public input process, the Master Plans for South Shore Park were adopted by the City Council on July 9, 2012. Based on available funding and priorities areas an updated Concept Plan for South Shore was recommended by the Parks & Trails Commission and approved by the Council on September 28, 2015. In November of 2015, the Council approved a contract with EAPC and Associates for design and bidding services. The Parks & Trails Commission met on January 21, 2016, to review a preliminary South Shore Park design and unanimously recommended the preliminary design for Council's consideration.

Craig Clark, EAPC, reviewed the access to the park, general layout of the park, park amenities. He noted that an area for a future playground has been delineated as a placeholder as funds become available. Clark further stated that the fire department requires that the building be accessible within 200 feet or 400 feet (if sprinkled) for emergency vehicles. He stated that sprinkling the building and heating a small closet area would be less expensive than construction of a 20 ft. access road or construction of a drop-off/parking area. The consensus of the City Council was to sprinkle the building at this time.

Director Larson stated that there are no funds to complete the drop off area or a parking lot. Councilor Larson expressed concerns about the distance from the parking lot to the entrance to the park. Discussion continued regarding the drop off area and Council consensus was to budget its construction in five years.

Director Larson stated that the staff will work with Prairie Restoration as part of the Lessard Sams Outdoor Heritage funds project on placement of natural vegetation in the park.

Motion by Olson, seconded by Meehlhause, approving the preliminary layout/design for South Shore Park and approve construction and closeout services contract with EAPC in the amount of \$8,400 (hourly not to exceed). Motion carried unanimously.

ADJOURN

There being no further business, motion by Olson, seconded by Larson, to adjourn the meeting. Motion carried. Meeting adjourned at 6:43 p.m.

Respectfully submitted,

Kay M. Murphy
City Clerk

**SPECIAL
BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY
MINUTES**

Monday, January 25, 2016

Pursuant to due call and notice, a special meeting of the Bemidji Economic Development Authority (BEDA) of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, January 25, 2016, at 6:19 p.m. in the Conference Room of City Hall, President Albrecht presiding.

Upon roll call, the following Commissioners were declared present: Albrecht, Meehlhause, Johnson, Erickson, Olson, Larson Absent: Hellquist

Staff Present: Executive Director Nate Mathews, Assistant Treasurer Ron Eischens, BEDA Secretary Kay Murphy, City Attorney Alan Felix

Others Present: Lake-n-Woods Realty – Bob Kiewatt, Chris Hamilton
Dana Snortz

President Albrecht stated that the purpose of the Special BEDA meeting was to review and discuss offers for the purchase of land - Lot 1 and 2, Block 2 in the South Shore Development.

Motion by Meehlhause, seconded by Olson, to close the meeting in accordance with Minnesota Statute Section 13D.05, Subd. 3(b) for the purpose of reviewing confidential or non-public appraisal data relating to the acquisition of real property, as well as to discuss, develop, and/or consider offers or counter-offers for the proposed sale of BEDA property. Motion carried unanimously. Meeting closed at 6:20 p.m.

Motion by Olson, seconded by Meehlhause, to reopen the meeting. Motion carried unanimously. Meeting reopened at 7:52 p.m.

ADJOURN

There being no further business, motion by Meehlhause, seconded by Olson, to adjourn the meeting. Motion carried. Meeting adjourned at 7:53 p.m.

Respectfully submitted,

Kay M. Murphy
B.E.D.A. Secretary

Bill List Summary

February 1st, 2016

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
18584	MN Dept. Of Health	150.00
18595 - 18675	See Attached List	<u>383,882.74</u>
		\$ 384,032.74
	TOTAL	\$ 384,032.74

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 01/28/2016 - 11:12AM
Warrant Request Date: 02/02/2016
DAC Fund:



COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Accela, Inc. #774375	000000000	702.00
2	Ace On The Lake	000018595	1,170.55
3	Albrecht, Rita	000000000	252.96
4	Alliance Benefit Group	000018596	90.00
5	Ameripride	000000000	602.35
6	Artisan Beer Company	000018597	457.30
7	Auto Value Bemidji	000018598	39.98
8	Battery Wholesale Inc-Bemidji	000018599	75.60
9	Bellboy Corporation	000000000	805.23
10	Beltrami County Auditor/Treasurer	000018600	93,070.42
11	Beltrami County Sheriff	000018601	2,223.86
12	Bemidji Coca-Cola Bottling Co, Inc	000018602	345.40
13	Bemidji Paper Sales, Inc.	000000000	1,208.44
14	Bernick's	000000000	14,969.64
15	BlueTarp Financial, Inc.	000018603	106.22
16	Bonded Lock & Key of Bemidji	000018604	10.40
17	Bound Tree Medical, LLC	000018605	328.93
18	Breakthru Beverage Minnesota Wine & Spirits, LLC	000018606	14,161.31
19	Brumback, Sheryllyn	000018607	141.61
20	Buena Vista Ski Area	000018608	705.00
21	Burlage, Lisa	000018609	1,200.00
22	Cenex Fleetcard	000018610	13,956.84
23	Compass Minerals America Inc.	000018611	15,900.23
24	Cummins NPower LLC	000018612	1,277.00
25	D & D Beverage, LLC	000000000	956.00
26	D-S Beverages	000018613	16,430.64
27	Dakota Supply Group, Inc.	000000000	1,410.07
28	Design Angler Inc.	000018614	408.00
29	Dick's Plumbing & Heating, Inc	000018615	108.85
30	DLT Solutions, Inc.	000018616	1,046.37
31	Docu Shred	000018617	37.07
32	Eckles Township	000018618	1,252.43
33	Element Payment Services, Inc.	000000000	92.43
34	Emergency Automotive Technologies, Inc.	000000000	201.31
35	Evergreen Youth & Family Services	000018619	125.00
36	Fastenal Company	000018620	27.99
37	Fenner, Kevin	000000000	54.81
38	Ferguson Enterprises #3093	000018621	42.15
39	First Lutheran Church	000018622	100.00
40	FleetPride, Inc.	000018623	273.76
41	Flexible Pipe Tool Company	000000000	314.30
42	Giovanni's	000018624	44.45
43	Gopher State One-Call	000000000	100.00
44	Grafix Shoppe	000018625	849.65
45	Grainger	000018626	19.68

Page Total: \$187,696.23

Line	Claimant	Voucher No.	Amount
46	Great River Rescue	000018627	300.00
47	Guardian Pest Control, Inc	000018628	58.60
48	Hanson, Teresa	000000000	150.00
49	Hawkins, Inc.	000000000	2,564.46
50	HD Waterworks Supply	000018629	11,686.90
51	Heimkes, Paul R.	000018630	494.00
52	Hesch Construction, LLC	000018631	2,664.60
53	Hokuf, Chad	000000000	517.40
54	Ink Spot Press	000018632	77.75
55	Iverson Corner Drug, Inc.	000018633	11.98
56	Jim Hirt Trucking, Inc	000018634	1,037.54
57	Johnson Bros., Inc.	000018635	18,670.78
58	Johnson, Ron	000000000	253.50
59	Kennedy & Graven Charter	000018636	520.60
60	Kerby, Bryan	000000000	402.80
61	League of MN Cities	000018637	40.00
62	Macqueen Equipment, Inc.	000000000	2,827.48
63	Maid In Bemidji, Inc.	000000000	339.00
64	McKinnon Co., Inc.	000018638	4,400.70
65	McMaster-Carr Supply Co.	000000000	219.10
66	Menards-Bemidji	000000000	64.54
67	MN Dept of Health	000018639	200.00
68	MN Dept of Revenue ACH	000000000	63,742.00
69	MN Energy Resources	000000000	13,374.18
70	MN Valley Testing Lab, Inc.	000000000	169.00
71	Mobile Music Machine	000018640	450.00
72	MTI Distributing Co.	000018641	60.60
73	Municipal Code Corporation	000018642	760.00
74	NAPA Auto Parts	000000000	451.63
75	NCL of Wisconsin, Inc	000000000	112.91
76	Nei Bottling, Inc.	000018643	176.05
77	Neofunds By Neopost	000018644	5.48
78	North Country Business Product	000000000	5,744.03
79	Northwoods Ice, Inc.	000018645	84.00
80	O'Reilly Auto Parts	000018646	18.80
81	Olson, Reed	000000000	252.96
82	Osmundson Towing	000018647	100.00
83	Paul Bunyan Communications	000018648	1,511.56
84	Paustis & Sons	000018649	1,964.05
85	Phillips Wine & Spirits	000018650	9,110.43
86	Portable Welding	000018651	185.00
87	Postmaster	000018652	465.82
88	PowerPlan OIB	000018653	546.32
89	Quill Corporation	000018654	572.93
90	Red Power Diesel Service, Inc.	000018655	606.08
91	RMB Environmental Laboratories, Inc.	000018656	420.00
92	Roger's Two Way Radio, Inc.	000018657	252.50
93	Sadeks Repair & Welding, Inc.	000018658	161.08
94	Sand Creek Group, LTD.	000018659	4,920.00
95	Scherer, Kimberly	000018660	360.00
96	SkillPath Seminars	000018661	299.25
97	Skumave, Kori	000000000	150.00
98	Southern Wine & Spirits of Minnesota	000018662	4,253.34
99	Southside Tow & Rec, Inc	000018663	1,383.75
100	Spee-Dee Delivery Service, Inc.	000018664	25.26
101	Staples Advantage	000018665	1,220.87
102	Swenson, Joe	000000000	68.00

Page Total: \$161,479.61

Line	Claimant	Voucher No.	Amount
103	Thomson Reuters-West	000018666	217.50
104	UPS Store	000018667	10.45
105	US Bank Merchant Billing	000000000	7,321.44
06	Verizon Wireless	000018668	140.04
107	Vinocopia, Inc.	000000000	887.99
108	VisitBemidji	000000000	19,673.91
109	W N Miller Company, Inc.	000018669	406.38
110	Waste Management of WI-MN	000018670	884.90
111	Wells Fargo-ACH	000000000	50.39
112	Wes Plumbing & Heating	000018671	5.00
113	West Central Lighting, Inc.	000018672	136.45
114	Widseth, Smith & Nolting	000018673	3,420.00
115	Wiebolt Electric, Inc.	000018674	1,229.45
116	Wine Merchants	000018675	323.00
Page Total:			\$34,706.90
Grand Total:			\$383,882.74

VenuWorks of Bemidji, LLC
Unpaid Bills Detail
As of January 22, 2016

	<u>Open Balance</u>
Arrowhead Radio & Security	
	70.51
Total Arrowhead Radio & Security	<u>70.51</u>
Beltrami County Solid Waste	
	543.76
Total Beltrami County Solid Waste	<u>543.76</u>
Bemidji Coca-Cola Company	
	575.10
	1,278.57
	70.00
Total Bemidji Coca-Cola Company	<u>1,923.67</u>
Bemidji Pioneer	
	275.00
	379.90
	100.50
	471.90
	300.00
	605.00
	200.00
	993.75
Total Bemidji Pioneer	<u>3,326.05</u>
Bemidji Sunrise Rotary	
	45.00
Total Bemidji Sunrise Rotary	<u>45.00</u>
Bemidji Welders Supply, Inc.	
	25.18
	175.31
Total Bemidji Welders Supply, Inc.	<u>200.49</u>
BSU Athletic Dept - Nonprofit Groups	
	268.59
	187.18
	184.91
	237.44
	192.94
	174.74
Total BSU Athletic Dept - Nonprofit Groups	<u>1,245.80</u>
City of Bemidji - Parks & Recreation Dept	
	260.68
	157.28
Total City of Bemidji - Parks & Recreation Dept	<u>417.96</u>

VenuWorks of Bemidji, LLC
Unpaid Bills Detail
As of January 22, 2016
Open Balance

City of Bemidji MN	
	2,000.00
Total City of Bemidji MN	<u>2,000.00</u>
ColePapers	
	-139.03
	55.99
	143.19
Total ColePapers	<u>60.15</u>
Dakota Supply Group	
	22.70
	33.17
	14.25
Total Dakota Supply Group	<u>70.12</u>
Dennis Noska	
	250.00
Total Dennis Noska	<u>250.00</u>
G & R Controls, Inc.	
	7,231.00
	189.05
Total G & R Controls, Inc.	<u>7,420.05</u>
Granite City Armored Car, Inc.	
	36.09
Total Granite City Armored Car, Inc.	<u>36.09</u>
Higgins Heating, INC	
	722.50
	158.50
	97.00
	175.00
	241.25
	117.50
	330.50
	167.00
Total Higgins Heating, INC	<u>2,009.25</u>
Holmes Murphy	
	114.00
	21.00
Total Holmes Murphy	<u>135.00</u>

VenuWorks of Bemidji, LLC
Unpaid Bills Detail
As of January 22, 2016
Open Balance

Infinity Pro Sports	
	75.00
	75.00
Total Infinity Pro Sports	<u>150.00</u>
Johnson Brothers Liquor Co.	
	588.84
Total Johnson Brothers Liquor Co.	<u>588.84</u>
K&KH Enterprises	
	433.04
Total K&KH Enterprises	<u>433.04</u>
KRCQ-FM	
	360.00
Total KRCQ-FM	<u>360.00</u>
Marco	
	27.00
	309.92
Total Marco	<u>336.92</u>
Midwest Meetings	
	575.00
Total Midwest Meetings	<u>575.00</u>
Minnesota Energy Resources Corp	
	7,472.60
Total Minnesota Energy Resources Corp	<u>7,472.60</u>
MN Dept of Labor & Industry	
	60.00
	100.00
Total MN Dept of Labor & Industry	<u>160.00</u>
Musco Sports Lighting, LLC	
	483.28
Total Musco Sports Lighting, LLC	<u>483.28</u>
NAPA	
	556.64
Total NAPA	<u>556.64</u>
OfficeMax	
	109.47
	169.93
	230.93
	<u>230.93</u>

VenuWorks of Bemidji, LLC
Unpaid Bills Detail
As of January 22, 2016

	<u>Open Balance</u>
Total OfficeMax	510.33
Paul Bunyan Television	
	1,550.00
	<u>700.00</u>
Total Paul Bunyan Television	2,250.00
Phillips Wine & Spirits	
	1,183.66
Total Phillips Wine & Spirits	<u>1,183.66</u>
R.P Broadcasting, Inc.	
	399.50
Total R.P Broadcasting, Inc.	<u>399.50</u>
Spectrum Reach	
	107.10
Total Spectrum Reach	<u>107.10</u>
Sysco North Dakota, Inc.	
	1,335.24
	1,599.06
	213.60
	1,869.60
	2,868.42
	<u>1,488.35</u>
Total Sysco North Dakota, Inc.	9,374.27
Tiger Oak Plaza	
	595.00
Total Tiger Oak Plaza	<u>595.00</u>
US Foods	
	877.50
Total US Foods	<u>877.50</u>
VenuWorks, Inc.	
	9,263.94
	<u>9,615.00</u>
Total VenuWorks, Inc.	18,878.94
Waste Management	
	347.13
	45.00
Total Waste Management	<u>392.13</u>
TOTAL	<u><u>65,438.65</u></u>

COUNCIL AGENDA ITEM



Meeting Date: February 1, 2016

Action Requested: 2016 Appointments and Reappointments

Prepared By: Kay M. Murphy, City Clerk *KM*

Reviewed By: Nate Mathews, City Manager

This year there was a high turnover on various commissions/boards. I advertised in the Pioneer, on the City's website and on Channel 2 to fill vacancies. The new applications were reviewed by the Mayor, as well as, the board/commission and the following recommendations were made:

New Appointments

Melissa Chernugal	HRA Board (Tenant Rep)
Jorge Prince	HRA Board
Cyndi Fenske	Library Board
Stephen Pflieger	Library Board
D. Annette Meyer	Parks & Trails Commission
Mitch Blessing	Public Arts Commission
Candace West	Public Arts Commission

The attached list shows all appointments and reappointments for 2016. If you would like to review the applications, they are available in my office.

Recommendation:

Approve the 2016 City Commission/Boards Appointments.

2016 CITY COMMISSION/BOARD APPOINTMENTS

Tuesday, January 26, 2016

Term	New Term	First Name	Last Name	Commission/Board	Comments
01/31/16	01/31/19	VACANT		Heritage Preservation Commission	
01/31/16	01/31/19	Cynthia	Gennes	Heritage Preservation Commission	
01/31/16	01/31/19	David	Kostamo	Heritage Preservation Commission	
01/31/16	01/31/17	Melissa	Chernugal	Housing & Redevelopment Authority	NEW-Tenant Rep
01/31/16	01/31/20	Jorge	Prince	Housing & Redevelopment Authority	NEW
01/31/16	10/31/19	Tim	Brockman	Housing Appeals Board	Contractor
01/31/16	01/31/19	Lois	Jenkins	Housing Appeals Board	Homeowner
01/31/16	01/31/19	Cyndi	Fenske	Library Board	1st Term/NR
01/31/16	01/31/19	Stephen	Pfleger	Library Board	1st Term/NR
01/31/16	01/31/19	Michael	Herbert	Merit Hearing Board	
01/31/16	01/31/19	Tom	Anderson	Parks & Trails Commission	
01/31/16	01/31/19	Donald	Heinonen	Parks & Trails Commission	
01/31/16	01/31/19	D. Annette	Meyer	Parks & Trails Commission	
01/31/16	01/31/19	Mitch	Blessing	Public Arts Commission	Resident
01/31/16	01/31/19	Katie	Carter	Public Arts Commission	Resident
01/31/16	01/31/19	Candace	West	Public Arts Commission	Non-Resident
01/31/16	01/31/17	VACANT		Transit - Joint Powers Board	At Large

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BEMIDJI ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Bemidji on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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 Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Chief of Police, Michael 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.

To assist the Authorized Representative with the administration of the agreement, Captain James Marcotte is appointed as the Authorized Representative's designee.

3. That the Beltrami County Attorney, Annie Claesson-Huseby, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. 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.

To assist the Authorized Representative with the administration of the agreement, Assistant County Attorney, Dave Frank is appointed as the Authorized Representative's designee.

4. That the Rita C. Albrecht, Mayor for the City of Bemidji, and the Nathan Mathews, City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

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

Ayes:
Nays:
Absent:

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Bemidji on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Mike Mastin, 613 Minnesota Avenue NW, Bemidji, MN 56601, (218) 333-9111, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement 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. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Bemidji on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 105106, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means 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, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, 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. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA 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.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or 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 the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment 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, remedy or option or in any way affect the validity of this Subscriber Amendment. 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.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment 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 Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

COUNCIL AGENDA ITEM



Meeting Date: February 1, 2016

Action Requested: Approve Quotes for Wastewater Treatment Facility Clarifier Painting – City Project 16-05

Prepared By: Craig Gray, Director of Public Works/City Engineer *CG*

Reviewed By: Nate Mathews, City Manager

Discussion

The wastewater treatment facility has two primary clarifiers that are part of the treatment process. These clarifiers need to be drained, cleaned, sandblasted and repainted.

Staff prepared proposal packages and sent them to qualified contractors. The following quotes were received:

	<u>Base Quote</u>	<u>Add Alternate</u>
Tom Avant Painting	\$ 65,000	\$ 9,000
Champion Coatings	\$ 77,600	\$ 19,600
TMI Coatings	\$ 99,660	\$ 43,489
Eagle Construction	\$ 111,500	\$ 59,000
Lakehead Constructors	\$ 122,000	\$ 111,000

The alternate is to clean and recoat the concrete interior of the tank if it is determined, upon draining, that it is needed. It is our hope that this work will not be needed but we had the contractors provide a price so that it could be done without a change order if the plant superintendent needed it completed.

Finance

The 2016 Capital Improvement Plan includes \$100,000 for this project. The project will be funded from the sanitary sewer utility fund.

Recommendation

It is recommended that the city council award the low quote to Tom Avant Painting in the amount of \$65,000 with a bid alternate of \$9,000 if needed.

Amendment to the Wellhead Protection Plan

Part I

**Wellhead Protection Area Delineation
Drinking Water Supply Management Area Delineation
Well and Drinking Water Supply Management Area Vulnerability Assessments**

For

City of Bemidji

November 2015



**Tracy J. Lund, P.G.
District Hydrologist
Source Water Protection Unit**

Introduction

This summary documents the amended delineation of the wellhead protection area (WHPA), drinking water supply management area (DWSMA), emergency response area (ERA), and the vulnerability assessments for the city of Bemidji's drinking water supply wells and DWSMA (PWSID 1040002). These were initially prepared in September of 2006 and must now be amended as the public water supply's wellhead plan has nearly expired.

Protection Area Boundaries

The city of Bemidji's DWSMA is unchanged and the WHPA only slightly, both still representing a 10-year time of travel (Figure 1). The amount of water pumped by the city's wells has decreased significantly since the previous WHPA delineations so that the DWSMA could now accommodate a 12-16 year time of travel.

Vulnerability Assessments and Management Implications

The vulnerability of the DWSMA remains unchanged and is uniformly moderate. The moderate vulnerability of the DWSMA suggests that wells, contaminated sites and various other activities and land uses pose a potential threat to the city's water supply wells. The remainder of the city's wellhead protection plan will outline strategies for effectively managing potential contaminant sources within the DWSMA.

Documentation

MDH rule criteria and guidelines were used to assess the adequacy of the existing delineation and vulnerability assessments and evaluate the impact of newer data. The results of this assessment showed that a full update of the Part 1 plan is not necessary and instead this brief synopsis is adequate to amend the Part 1 plan. The documentation of this assessment is available from MDH upon request.

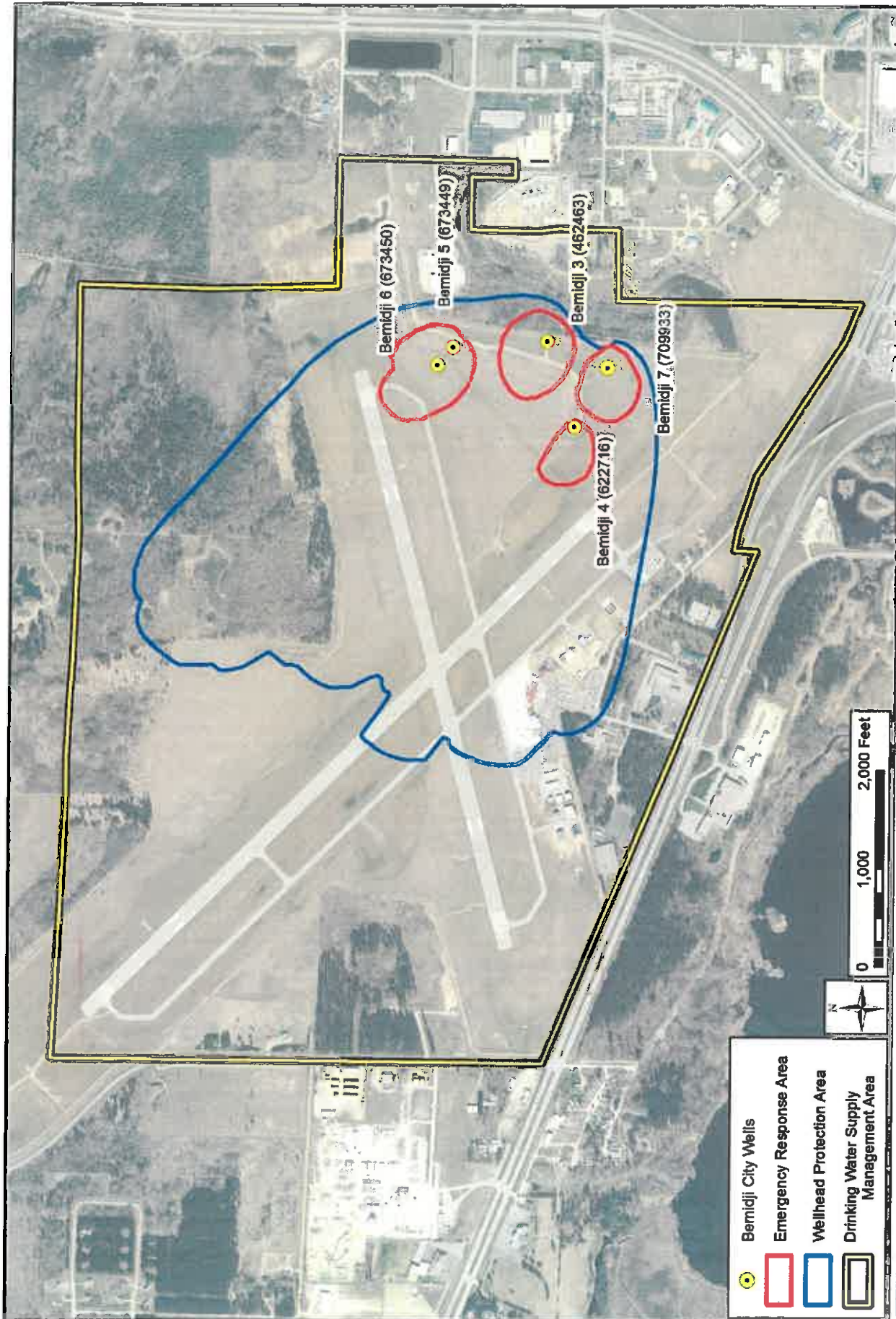


Figure 1
 Amended Wellhead Protection and Drinking Water Supply Management Areas
 City of Bemidji



-  Bemidji City Wells
-  Emergency Response Area
-  Wellhead Protection Area
-  Drinking Water Supply Management Area

Date: January 14, 2016

To: Michael Kelly, Chairperson, Northern Township Board
Rita Albrecht, Mayor, City of Bemidji
William Patnaude, Manager, Beltrami County Soil and Water Conservation District
Karen Weller, Airport Manager, Bemidji Regional Airport
Chris Parthun, Planner, Minnesota Department of Health

From: Todd Anderson, City of Bemidji

Re: Wellhead Protection Plan, Part 1, for the City of Bemidji

The City of Bemidji is in the process of amending its wellhead protection plan for its drinking water supply wells. As required by the Minnesota Wellhead Protection Rule (part 4720.5330, subpart 6), the Minnesota Department of Health approved Part 1 of the wellhead protection plan for our system. This portion of the plan includes information pertaining to:

1. The delineation of the wellhead protection area,
2. The drinking water supply management area boundary, and
3. The well and drinking water supply management area vulnerability assessment.

Enclosed please find the items listed above. If you would like a complete copy of the Part 1 report containing the technical information used to delineate the wellhead protection area, drinking water supply management area, and vulnerability of the wells and aquifer, please contact me at 218-333-1854. Consistent with the Wellhead Protection Rule (part 4720.5330, subpart 7), a Public Information Meeting has been scheduled on February 1, 2016 at 6:00 at Bemidji City Hall, 317 4th Street W. to discuss issues and concerns with this portion of the plan. We welcome your participation at this event.

If you have any questions concerning this matter, please contact me.

cc: Craig Gray, Director of Public Works, City of Bemidji
Trudi Witkowski, Minnesota Department of Health
Mike Strodtman, Source Water Protection Specialist, Minnesota Rural Water Association

William Patnaude
Beltrami County
701 Minnesota Ave NW, Suite 113
Bemidji, MN 56601

Michael Kelly
Northern Township
445 Town Hall Road NW
Bemidji, MN 56601

Karen Weller
Bemidji Regional Airport
3824 Moberg Dr NW
Bemidji, MN 56601

Rita Albrecht
City of Bemidji
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