



BELTRAMI COUNTY

REGULAR MEETING AGENDA

Beltrami County Board of Commissioners
March 4, 2025
5:00 p.m.

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

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

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

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

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

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

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

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

CONSENT AGENDA

5:00 p.m.

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held February 18, 2025 as presented. Minutes of the Board of Commissioners Work Meeting held on February 18, 2025.
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing**
- 7c. **Auditor/Treasurer: Approval to Pay the Bills**
- 7d. **Auditor/Treasurer: Approval of County Investment Policy**
- 7e. **Health & Human Services: Approval of Bills Paid**
- 7f. **Natural Resource Management: Approval of Resolution to Accept Tax-Forfeited Appraisals and Set Land Sale Date**
- 7g. **Public Works-Highway: Approval of Bid Award SP 004-070-040 & SP 004-070-046**
- 7h. **Public Works-Highway: Approval of Bid Award SAP 004-592-002**
- 7i. **Public Works-Highway: Approval of Resolution & Agreement SP 004-615-023**
- 7j. **Sheriff: Approval of Morris County Jail Bed Contract**
- 7k. **Sheriff: Approval of Grant Agreement & Resolution w/MN Dept of Public Safety**

REGULAR AGENDA

5:10 p.m.

- 8. **Jail Project Development Agreement**
- 9. **Easements with the City of Bemidji**
- 10. **Solid Waste Site Foreman Position**
- 11. **2025 Development Fund Grant Appropriations**
- 12. **Additional Items**

COMMISSIONERS' BUSINESS ITEMS

- 13. **Legislative/Lobbying Issues**
- 14. **Commissioners' Reports**
- 15. **Review Upcoming Meeting Schedule**
- 16. **Adjourn**

Date: March 4, 2025
Beltrami County Commission
Consent Agenda



AGENDA BILL

SUBJECT: Approval of the Minutes

RECOMMENDATIONS: Approval, as presented

DEPARTMENT OF ORIGIN: County Administration

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

DATE SUBMITTED: February 27, 2025

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: Attached Minutes

SUMMARY STATEMENT:

Copies of the minutes of past meetings are presented for the review and approval of the County Board.

**MINUTES OF THE PROCEEDINGS
OF THE BELTRAMI COUNTY BOARD OF COMMISSIONERS
February 18, 2025**

The Beltrami County Board of Commissioners met in regular session on February 18, 2025, at the County Board Room, County Administration Building, Bemidji, Minnesota.

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Chair Craig Gaasvig, called the meeting to order at 5:04 p.m. Commissioners Joe Gould, Tim Sumner, and Scott Winger were present. Commissioner John Carlson joined via Zoom from the Holiday Inn Express Bloomington-Mpls at 7770 Johnson Ave S, Bloomington, MN.

GENERAL COMMENTS - BOARD CHAIR

None.

CITIZENS ADDRESSING THE BOARD

- Jim Lucachick, resident on Wildwood Rd NE, inquired about any progress on his redistricting newsletter request. Mr. Lucachick also stressed to the Board, the importance of transparency, open meetings and fewer closed sessions of the Board.

APPROVAL OF AGENDA

Approved Agenda and Amendments

A motion was made by Commissioner Winger and seconded by Commissioner Gaasvig, to approve the agendas with the following amendments:

- Move from the Consent Agenda to the Regular Agenda - Easements with the City of Bemidji
- Move from the Consent Agenda to the Regular Agenda - Jail Project Payment Authority and Approval Policy
- Move from the Work Session to the Regular Agenda - Federal and State Funding Sources and Uses
- Move from the Work Session to the Regular Agenda - Administrator's Report

Carried by roll call vote 5:0.

Approved Consent Agenda

A motion to approve the Consent Agenda was made by Commissioner Winger, seconded by Commissioner Carlson. and carried by roll call vote 5:0.

CONSENT ITEMS

Approved Minutes

The Board, by adoption of its Consent Agenda, approved the Minutes of the Board of Commissioners Work Meeting held February 4, 2025, and the Minutes of the Board of Commissioners Regular Meeting held February 4, 2025, as submitted.

Approved Auditor/Treasurer Warrant Payment Listing

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

Approved Payment of Auditor/Treasurer Bills

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

Approved Auctioneer License Application

The Board, by adoption of its Consent Agenda, approved the application made by Roxanne Schmidt dba Headwaters Auction Services, for an Auctioneer License, as submitted.

Approved Resolution and Application for Repurchase of Forfeited Property in Bemidji Township

The Board, by adoption of its Consent Agenda, approved the Application and Resolution for Repurchase of forfeited lands, made by Michael Rearick for parcel 03.01335.00 located in Bemidji Township:

Whereas, Minnesota Statute 281.174 requires real estate property delinquent three years to be forfeited to the State of Minnesota;

Whereas, The property owner was delinquent three years on property tax payments;

Whereas, The Beltrami County Auditor-Treasurer's Office followed Minnesota Statute regarding required notifications and worked with the property owner to resolve the delinquency;

Whereas Efforts were unsuccessful and the properties forfeited to the State of Minnesota on December 10, 2024;

Whereas Minnesota Statute 282.241 allows for repurchase of forfeited properties during the year following the date of forfeiture, and in any case only after the adoption of a resolution by the board of county commissioners determining that

by repurchase undue hardship... resulting from the forfeiture will be corrected;

Whereas, The Beltrami County Board of Commissioners reviewed the application for repurchase and determined that allowing the repurchase will correct an undue hardship.

THEREFORE BE IT RESOLVED that the Beltrami County Board of Commissioners does hereby determine that the repurchase will correct and undue hardship, and approves the Application for Repurchase of Forfeited Lands.

Approved Jail Project Payment Authority and Approval Policy

Approved Health & Human Services Family Child Care Licenses

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

Approved Health & Human Services Family Foster Care Licenses

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

Approved Health & Human Services Warrant Payment List

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

Approved Teamsters K-9 MOU

The Board, by adoption of its Consent Agenda, approved the Memorandum of Understanding with the Teamsters for two K9s, as submitted.

Approved Resolution of Support for MN Green Corps Host Site Application

The Board, by adoption of its Consent Agenda, approved, the Resolution of Support for Minnesota Green Corps Host Site Application:

WHEREAS Beltrami County Solid Waste has applied to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2025-2026 program year; and

WHEREAS, if the MPCA selects Beltrami County Solid Waste, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with pre- scoped position description; and

WHEREAS the MPCA requires that Beltrami County Solid Waste enter into a host site agreement with the MPCA that identifies the terms, conditions, roles, and responsibilities;

BE IT RESOLVED THAT Beltrami County Solid Waste hereby agrees to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein and to comply with all of the terms, conditions, and matching provisions of the host site agreement and authorizes and directs Brian Olson, Solid Waste Director to sign the grant agreement on its behalf.

Approved Purchase of New Transfer Trailer

The Board, by adoption of its Consent Agenda, approved the request from the Solid Waste Department, for the purchase of a new transfer trailer to add to the fleet due to a 75% grant reimbursement, as submitted.

REGULAR AGENDA

Assistant County Attorney New Hire

County Attorney, David Hanson, presented his request for Board authorization to hire Heather Labat for the Assistant County Attorney position at pay Grade 17, step 7, at a rate of \$58.76 per hour.

A motion was made by Commissioner Carlson and seconded by Commissioner Gould, to approve the Attorney's Office to hire Heather Labat for the Assistant County Attorney position at pay Grade 17, step 7. Carried by roll call vote 5:0.

Juvenile Diversionary Program Funding

County Attorney, David Hanson outlined the situation whereby the Juvenile Diversion Program currently funded in part by a Title II Juvenile Justice Grant from the State of MN Public Safety, will no longer be funded. Attorney Hanson is proposing to use Attorney's Office salary savings so far in the year 2025 in excess of \$20,000, be reallocated to previously budgeted salary expenses to BASC for stop-gap funding for the Juvenile Diversion Program.

A motion was made by Commissioner Carlson and seconded by Commissioner Winger, to approve the re-allocation of County Attorney's Office salary savings of \$20,000 to salary expenses of BASC for stop gap funding of the Juvenile Diversion Program. Carried by roll call vote 5:0.

Easements with the City of Bemidji

After the presentation from City Engineer Anderson and Board discussion during the Work Session, it was determined that the Board would like input and further discussion with the County Engineer and staff.

A motion was made by Commissioner Carlson and seconded by Commissioner Winger to table the approval of easements with the City of Bemidji to a future Board Agenda. Carried by roll call vote 4:1. Gould voted No.

Jail Project Payment Authority and Approval Policy

The following correction was suggested to item 3) in the Jail Project Payment Authority and Approval Policy:

3) In some instances, when time is of the essence, it may not be possible to schedule a meeting with the D&O Committee or County Board for approval of PCOs and Cos. In this case, the County Administrator, D&C Committee Chair (Commissioner Carlson), and Commissioner Gaasvig (or Commissioner Winger as an alternate to either Commissioner), jointly shall have authorization to issue payment accordingly without any further action required by the D&O Committee or County Board, provided the PCO or CO is within the established budget or the project contingency fund.

A motion was made by Commissioner Gould and seconded by Commissioner Carlson to change the language in the Jail Project Payment Authority and Approval Policy, item 3) to designate Commissioner approvals and alternates, as stated above. Carried by roll call vote 5:0.

Federal and State Funding Sources and Uses

County Administrator, Tom Barry provided the Board an overview of the County's current situation and possible impacts of Federal and State cost shifts.

The County's budget relies over 40% on Federal and State funding sources. With the current Federal and State government uncertainties and fluctuating dynamic it is virtually impossible for the Board to prepare for future impacts.

Administrator's Report

- Actively monitoring and responding to legislative developments.
- Ongoing Airport Strategic Planning and development
- Jail Project Update
 - o Final comments on DA & SWMP sent to the City last week
 - o Still planning early April construction start

COMMISSIONERS' BUSINESS

Legislative/Lobbying Issues & Commissioners' Reports

- Commissioner Carlson provided several committee updates
- Commissioner Gould provided several committee updates
- Commissioner Winger provided several committee updates
- Commissioner Sumner provided several committee updates and commented on upcoming AMC Legislative Conference
- Commissioner Gaasvig provided several committee updates

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be March 4, 2025, in the Board Room of the County Administration Building.

MEETING ADJOURNMENT

A motion to adjourn the Board meeting at 6:14 p.m. was made by Commissioner Winger, seconded by Commissioner Gould and carried by roll call vote 5:0.

Craig Gaasvig, Chair

Thomas H. Barry, County Administrator

WORK MEETING MINUTES

Beltrami County Board of Commissioners
February 18, 2025
3:00 pm

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

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

Present: Commissioner Craig Gaasvig, Commissioner Tim Sumner, Commissioner Scott Winger, Commissioner Joe Gould. Commissioner John Carlson joined via Zoom from the Holiday Inn Express Bloomington-Mpls at 7770 Johnson Ave S, Bloomington, MN.

1. Call to Order

Craig Gaasvig called the meeting to order at 3:00 pm

2. CLOSED SESSION

A motion was made by Commissioner Winger and seconded by Commissioner Gould to begin the closed session. Motion carried by roll call vote 4:0. Carlson no vote.

A motion was made by Commissioner Gould and seconded by Commissioner Sumner to end the closed session at 3:35 pm and return to the regular Work Agenda. Motion carried by roll call vote 5:0.

3. Introduction of New Employees

None.

4. Identify Future Work Meeting Topics

None.

5. Easements with the City of Bemidji

City Engineer, Sam Anderson, reviewed the Joint City of Bemidji/MnDOT road projects scheduled for the summer of 2025 on Hannah Ave. and Middle School Dr. These projects will lead to permanent and/or temporary easements to property owned by Beltrami County and the City is requesting easements. Total request is for 5,633 sq/ft of permanent easement and 25,264 sq/ft of temporary easement.

The Board had several concerns regarding the roundabout located at Middle School Dr. and 23rd St, and the impact to the ball fields. Commissioner Carlson requested this item be removed from the Consent agenda and added to the Regular Agenda for further discussion.

6. On-Sale Liquor License Application Discussion

County Attorney, David Hanson reviewed information regarding the On-Sale Liquor License application submitted by Fox Hat Investments LLC, dba Break on the Lake Resort.

Ten Lake Township passed a Resolution refusing to consent to the issuance of the liquor license. Ninth Judicial District Court issued an order stating the renewal can be issued without township consent. The application has been reviewed and approved by the Beltrami County Sheriff and County Attorney.

The Board is in support of issuing the liquor license as requested.

7. Bemidji Day at the Capitol/Chamber Update

Scott Turn, Executive Director of the Greater Bemidji Chamber of Commerce provided an update on the Capitol event and tentative schedule. Mr. Turn did suggest that the County shorten their list for priorities for this even to around three.

Mr. Turn also spoke about the Chamber's concerns on multiple issues in our communities and the need to grow the County's tax base and also support local businesses as much as possible.

8. Opioid Steering Committee Spending Report

Public Health Director, Amy Bowles reviewed the utilization of funding over the last three years in promoting community engagement and raising awareness. Milestone include the expansion of the website, the release of RFP's and awarding grant funding as well as solidifying the committee's brand and outreach efforts.

2024 Grants were award in the amount of \$140,000 and RFP's were released in January for 2025 Grants.

9. Housing Collaborative Update

Health & Human Services Director, Anne Lindseth, discussed the Housing Trust Fund collaborative work being done and goals for 2025.

Review of 2024 included an extensive list of accomplishments and project. Goals for 2025 include:

- Continue to share information and work together
- Continue to support the community, landlords and development
- Hear more from housing seekers, agencies and businesses
- Hold the second annual First City Housing Seminar

Housing Collaborative Mission Statement: Together we promote collaborative partnerships that work to develop resources and create solutions focused on reducing housing insecurities in Beltrami County, ensuring everyone has stable housing.

10. Jail Project Payment Authority and Approval Policy

Payment and construction related costs should follow and established process. Administrator Tom Barry, presented and is recommending a Policy for the jail project payment authority and approvals.

After discussion, the Board moved this item from the Consent Agenda to the Regular Agenda to make modifications to the Policy.

11. Federal and State Funding Sources and Uses

This item was moved to the regular agenda due to time constraints.

12. Administrator's Report

This item was moved to the regular agenda due to time constraints.

13. Other Business Items

a) Review Bills

b)

14. Review Agenda for the February 18, 2025 Regular Board Meeting

The following items were added to the Regular Agenda:

- Easements with the City of Bemidji
- Jail Project Payment Authority and Approval Policy
- Federal and State Funding Sources and Uses
- Administrator's Report

15. Adjourn

The Work Session was adjourned at 5:01 p.m.



Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Auditor Warrants

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

DEPARTMENT OF ORIGIN: Auditor-Treasurer

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

DATE SUBMITTED: February 27, 2025

CLEARANCES: Beltrami Auditor-Treasurer

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing in Commissioner's Office

SUMMARY STATEMENT: Auditor Warrants are paid weekly upon approval of the Beltrami County Auditor-Treasurer. Auditor Warrants are typically standard re-occurring invoices, Fiscal Agency expenditures, or items already approved by the Board of Commissioners. The Auditor Warrant Listing will be provided for Commissioner review in the Commissioner's Office. All Warrants have been mailed to vendors the week they were processed.



BELTRAMI
county

Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Commissioner Warrants

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

DEPARTMENT OF ORIGIN: Auditor-Treasurer

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

DATE SUBMITTED: February 27, 2025

CLEARANCES: County Department Heads

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing provided during Work Session

SUMMARY STATEMENT: The Commissioner Warrant Listing will be provided at the County Board Work Session. These invoices have been approved and submitted by their respective Department Heads for payment. In compliance with Statute, all Warrants will be mailed to vendors on day three of approval.



BELTRAMI
county

Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Beltrami County Investment Policy

RECOMMENDATIONS: Approve Investment Policy

DEPARTMENT OF ORIGIN: Auditor-Treasurer

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

DATE SUBMITTED: February 26, 2025

CLEARANCES: NA

BUDGET IMPACT: NA

EXHIBITS: Investment Policy

SUMMARY STATEMENT: As was presented in the Work Session, Beltrami County follows Minnesota State Statute 118A for all investment activity. As recommended by the Minnesota Office of the State Auditor, those guidelines of 118A are memorialized as the Beltrami County Investment Policy.

PURPOSE

The purpose of this Policy is to set forth the investment objectives and parameters for the management of public funds of Beltrami County. This investment policy is designated to safeguard funds on behalf of the County, to assure the availability of operating and capital funds, and provide a competitive investment return while staying in compliance with Minnesota State Statutes.

SCOPE

In accordance with Minnesota State Statute 118A, this policy applies to all cash and investments held or controlled by Beltrami County. This policy does not apply to funds related to the issuance of debt. Additionally, any funds which have statutory investment requirements conflicting with this policy are not subject to the provisions of this policy.

RESPONSIBILITY

The County Auditor-Treasurer is designated as the Investment Officer and is responsible for investment decisions and activities in compliance with Minnesota State Statute 118A, and future amendments.

OBJECTIVES

The primary objectives of this policy are:

- **Safety of Principal:** Investment transactions shall be undertaken in a manner to ensure the preservation of capital in the overall portfolio. The objective is accomplished by minimizing:
 - **Deposit Risk:** All county deposits shall be protected by federal deposit insurance or pledged collateral.
 - **Custodial Credit Risk:** Limit the investments to the types of securities in compliance with 118A and any future amendments. Obtain necessary documentation from financial institutions, broker/dealers intermediaries and advisors with which the County will do business in accordance with this policy.
 - **Concentration Credit Risk:** Diversify the investment portfolio so that the impact of potential loss from any one type of security or issuer will be minimized.
 - **Interest Rate Risk:** Structuring the investment portfolio so that securities mature to meet cash flow needs for ongoing operations and investing operating funds primarily in shorter-term securities, liquid asset funds, money markets or similar investment pools.
 - **Foreign Currency Risk:** The County is not authorized to invest in investments which have this type of risk.
- **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the County to meet its cash flow requirements.
- **Yield:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking in to account the investment risk constraints and liquidity needs. It is understood that the return on investment is of secondary importance when compared to the safety and liquidity objectives described above. Securities may be sold prior to maturity if a security with declining credit is sold early to minimize loss of principal or a security swap would improve the quality, yield, or target duration in the portfolio.

MANAGEMENT OF INVESTMENTS

The County Auditor-Treasurer is responsible for overseeing the day-to-day management of County investments. The County Auditor-Treasurer shall be responsible for the transferring of appropriate funds to affect investment transactions, for the investment of operating funds, and bond proceeds, consistent with this policy and actions of the County Board.

DELEGATION OF AUTHORITY

In accordance with Minnesota State Statute 118A, the County Auditor-Treasurer has the authority to designate brokers and make investments in accordance with Minnesota State Statute 118A, and future amendments. Furthermore, in accordance with Minnesota State Statute 385.071 the Auditor-Treasurer may make electronic funds transfers for investment purposes.

AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Depositories shall be selected by the County Auditor-Treasurer in such a manner as prescribed by Minnesota State Statute 118A, and future amendments. Certification of Brokers will be completed annually and all brokers, dealers and other financial institutions selected by the County Auditor-Treasurer shall be provided with a current copy of this policy.

ETHICS AND CONFLICT OF INTEREST

The County Board, County Auditor-Treasurer and others involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The County Auditor-Treasurer shall disclose to the Board any material financial interests in financial institutions that conduct business with the County and further disclose any material personal financial or investment positions that could be related to the performance of the County's investment program.

AUTHORIZED INVESTMENTS AND PROFOLIO COMPOSITION

Investments and Depositories are restricted to those in compliance with Minnesota State Statute 118A, and future amendments.



Meeting Date: March, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Health and Human Services Warrants

RECOMMENDATIONS: Approval of bills paid

DEPARTMENT OF ORIGIN: Health and Human Services

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

DATE SUBMITTED: 2/26/25

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

BUDGET IMPACT: Budgeted Expenditures

EXHIBITS: Warrant Listing provided during work session

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



Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Resolution to Accept Tax-Forfeited Appraisals and Set Land Sale Date

RECOMMENDATIONS: Approve resolution for auction of tax-forfeited parcels starting on April 7th, 2025

DEPARTMENT OF ORIGIN: Natural Resources Management

CONTACT PERSON: Shane Foley, Director NRM, 333-4163

DATE SUBMITTED: 2/26/25

CLEARANCES: Beltrami County Land Review Committee, MN DNR, Beltrami County Auditor

BUDGET IMPACT: TBD at auction and through the claims process

EXHIBITS: Land sale resolution; Land sale brochure can be found on the NRM website

SUMMARY STATEMENT: MN Statute 282 provides for the classification, appraisal, and sale of land becoming the property of the State of Minnesota for non-payment of real property taxes. These parcels were forfeited to the State, or were canceled contracts for purchases or repurchases, or confessions of judgment.

The parcels will be offered for sale at an online auction site (MNBID.mn.gov) through the State of Minnesota Surplus Services. The sale will begin on April 7th, 2025 with all parcels being offered with the starting bids set at each parcel's Estimated Market Value. Properties not sold after 30 days will again be put up for auction with the starting bid set at each parcel's Minimum Bid Value (sum of delinquent taxes, assessments, fees, etc.). Surplus proceeds from the sale will be made available to "interested parties" through a claims process following completion of the auction.

BOARD OF COUNTY COMMISSIONERS

BELTRAMI COUNTY, MINNESOTA

Beltrami County – Tax-Forfeited Land Sale – Starting April 7th, 2025

Date: March 4, 2025

Resolution Number:

Motion of Commissioner:

Seconded by Commissioner:

WHEREAS, Chapter 282.01 to 282.12, Minnesota Statutes 1941, as amended, provides for the sale of such lands forfeited to the State for delinquent taxes; and,

WHEREAS, The County Board will provide appraisal of such lands as provided by law, and a list of such lands will be filed with the County Auditor for the purpose of first offering such lands for sale by online auction at not less than their Estimated Market Value (EMV); and,

WHEREAS, Any properties not sold after 30 days for at least their Estimated Market Value will be offered again for sale by online auction, at not less than their Minimum Bid Value (MBV) (sum of delinquent taxes, special assessments, penalties, interest, and other costs); and,

WHEREAS, Any properties not sold after the second 30 day auction, for at least their Minimum Bid Value, will be available to purchase at the Beltrami County Administration Building for their Minimum Bid Value;

WHEREAS, Parcels required to be reviewed, have been reviewed, and approved for sale by the Minnesota Department of Natural Resources,

WHEREAS, The County Board is by law designated with authority to provide for the sale of such lands; and,

NOW, THEREFORE, BE IT RESOLVED, These parcels shall be sold through the State of Minnesota Surplus Services online auction site (MNBid.mn.gov) on any and all terms required by the auction site, namely, all online sales must be paid in full within 10 business days of the completion of the auction. Payment must be made by money order or cashier's check made payable to "Surplus Services".

BE IT FURTHER RESOLVED, That all purchasers of land additionally shall pay a 3 percent surcharge of the total sale price to be paid to Minnesota Management and Budget, a state deed fee of \$25.00, a deed filing fee of \$46.00, and a state deed tax equal to the greater of \$1.65 or 0.33% of the basic sale price.

BE IT FURTHER RESOLVED, That where any lands herein offered for sale do not adjoin or are not located on a suitable legally established and maintained public highway or road, the township wherein said lands may be located, nor any other municipality shall not for a period of five years be obligated to the establishment, construction or additional maintenance of any public roads or the expenditure of any public funds for the benefit of the owner or occupant of any lands herein purchased by reason of the ownership or occupancy of any of this land; provided further, that nothing herein shall be construed to create any obligation, directly or indirectly, on the part of any municipality for the expenditure of any money for the benefit of said parcel after the expiration of said five-year period. Responsibility for

determining boundary lines of parcels purchased rests with the purchaser.

BE IT FURTHER RESOLVED, That the right is reserved in the interest of the public to withdraw from sale, any parcel, at any time prior to its sale.

BE IT FURTHER RESOLVED, That all lands sold hereunder are sold subject to any ordinances adopted by the County Board, and all lands are sold subject to railroad and highway easements, power and pipeline easements, and subject to all flowage rights, and any other legal easements.

BE IT FURTHER RESOLVED, That a notice of sale of such lands to be given by publication in the official newspaper of the County, as provided by law, that the County Auditor of Beltrami County offer such parcels of land for sale and that such sales to be to the highest bidder through an online auction beginning on April 7th, 2025

| Parcel # | Tax-Forfeited Legal Description | Township | EMV/MBV Values |
|---|---|---|--|
| 03.01313.00 Online Auction | SECT-06 TWP-146 RANGE-033 JONELLA ADDITION .50 AC OUTLOT A Sec Twp Rng 06 146N 33W | Bemidji Township Forfeited: 12/10/2024 Map acres: 0.5 | Est. Market Value: \$4,800.00 Min. Bid Value: \$4,768.77 |
| 12.00070.02 Online Auction | SECT-05 TWP-147 RANGE-034 19.59 AC THE NORTH 920.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST; LESS AND EXCEPT, THAT PART THEREOF CONVEYED TO THE STATE OF MINNESOTA Sec Twp Rng 05 147N 34W | Eckles Township Forfeited: 12/10/2024 Map acres: 19.59 | Est. Market Value: \$86,000.00 Min. Bid Value: \$5,575.89 |
| 15.00442.02 Online Auction | SECT-25 TWP-146 RANGE-034 5.00 AC E 660' OF S 330' OF NE1/4 OF NE1/4 Sec Twp Rng 25 146N 34W | Grant Valley Township Forfeited: 12/10/2024 Map acres: 5.0 | Est. Market Value: \$43,000.00 Min. Bid Value: \$2,232.06 |
| 34.00225.00 Online Auction | SECT-21 TWP-148 RANGE-032 3.70 AC N 32 RODS OF SW1/4 OF SW1/ 4 LESS E 990' Sec Twp Rng 21 148N 32W | Port Hope Township Forfeited: 12/10/2024 Map acres: 3.7 | Est. Market Value: \$35,900.00 Min. Bid Value: \$2,436.12 |
| 41.00145.02 Online Auction | SECT-29 TWP-156 RANGE-037 4.97 AC E1/2 OF SE1/4 OF SE1/4 OF NW1/4 Sec Twp Rng 29 156N 37W | Spruce Grove Township Forfeited: 12/10/2024 Map acres: 4.97 | Est. Market Value: \$16,300.00 Min. Bid Value: \$1,071.26 |
| 80.00259.00 Online Auction | SECT-11 TWP-146 RANGE-033 .89 AC N 86' OF SW1/4 OF SW1/4 E OF E LINE OF E BEMIDJI EXTENDED N TO 1/16 LINE Sec Twp Rng 11 146N 33W | City of Bemidji Forfeited: 12/10/2024 Map acres: 0.89 | Est. Market Value: \$9,400.00 Min. Bid Value: \$1,505.74 |

| Parcel # | Tax-Forfeited Legal Description | Township | EMV/MBV Values |
|---|---|--|--|
| 80.00260.00 Online Auction | SECT-11 TWP-146 RANGE-033 2.91 AC THAT PART OF SW1/4 OF SW1/4 LYING E OF E BNDRY LINE OF PLAT OF EAST BEMIDJI LESS S952. 9' THEREOF & N86' THEREOF Sec Twp Rng 11 146N 33W | City of Bemidji Forfeited: 12/10/2024 Map acres: 2.91 | Est. Market Value: \$30,700.00 Min. Bid Value: \$4,047.90 |
| 80.02244.00 Online Auction | SECT-05 TWP-146 RANGE-033 .31 AC SECOND FAIRVIEW ADD. TO BEM LOT-022 BLOCK-002 & LOTS 23 & 24 Sec Twp Rng 05 146N 33W | City of Bemidji Forfeited: 12/10/2024 Map acres: 0.3 | Est. Market Value: \$17,400.00 Min. Bid Value: \$5,680.55 |
| 80.03508.00 Online Auction | SECT-15 TWP-146 RANGE-033 NYMORE LOT-003 BLOCK-003 & LOT 4 Sec Twp Rng 15 146N 33W | City of Bemidji Forfeited: 12/10/2024 Map acres: 0.24 | Est. Market Value: \$68,400.00 Min. Bid Value: \$6,527.97 |
| 84.00083.00 Online Auction | SECT-28 TWP-147 RANGE-035 BYE'S FIRST ADD TO SOLWAY LOT-004 BLOCK-003 .45 AC LOT 4 INCL VACATED PORTION OF 5TH STREET AD JOIN SAID LOT Sec Twp Rng 28 147N 35W | City of Solway Forfeited: 12/10/2024 Map acres: 0.45 | Est. Market Value: \$1,900.00 Min. Bid Value: \$453.65 |
| 12.00273.04 Online Auction | SECT-24 TWP-147 RANGE-034 1.48 AC W200' OF E1/2 OF NE1/4 OF NW1/4 LESS S1011.00' THEREOF ALONG WITH THAT PART OF W1/2 OF NE1/4 OF NW1/4.... Sec Twp Rng 24 147N 34W | Eckles Township Forfeited: 12/10/2024 Map acres: 1.48 | Est. Market Value: \$24,600.00 Min. Bid Value: \$1,594.22 |
| 44.00199.01 Online Auction | SECT-20 TWP-149 RANGE-030 .97 AC A STRIP OF LAND 2 RODS WIDE ALONG THE NORTH LINE OF THE NE1/4 OF SW1/4 Sec Twp Rng 20 149N 30W | Summit Township Forfeited: 12/10/2024 Map acres: 0.97 | Est. Market Value: \$16,200.00 Min. Bid Value: \$947.19 |
| 48.00687.00 Online Auction | SECT-31 TWP-147 RANGE-032 MISSISSIPPI PORT LOT-007 BLOCK-002 11.89 AC LOTS 7 & 8 LESS W 30' OF LOT 8 & LOTS 7 & 8, BLOC K 3, N OF TOWN LINE LESS W 30' OF LOT 8 Sec Twp Rng 31 147N 32W | Turtle River Township Forfeited: 12/10/2024 Map acres: 11.89 | Est. Market Value: \$44,400.00 Min. Bid Value: \$3,005.65 |
| 80.00315.00 Online Auction | SECT-15 TWP-146 RANGE-033 THAT PART OF NE1/4 OF SW1/4 DESC A S FOLL: BEG AT PT OF INTER OF W BDRY LINE OF PERSHING AVE, P ROLONGED, WITH S BDRY LINE OF 2ND ST IN VILLAGE OF NYMORE.... Sec Twp Rng 15 146N 33W | City of Bemidji Forfeited: 12/10/2024 Map acres: 0.16 | Est. Market Value: \$54,300.00 Min. Bid Value: \$8,231.96 |
| 85.00072.01 Online Auction | SECT-01 TWP-148 RANGE-032 .08 AC N 120' OF E 330' OF NW1/4 O F SE1/4 LESS E 300' Sec Twp Rng 01 148N 32W | City of Tenstrike Forfeited: 12/10/2024 Map acres: 0.08 | Est. Market Value: \$250.00 Min. Bid Value: \$234.26 |



**Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda**

AGENDA BILL

SUBJECT: SP 004-070-040 & SP 004-070-046

RECOMMENDATIONS: Award bid to apparent low bidder

DEPARTMENT OF ORIGIN: Public Works – Highway Division

CONTACT PERSON: Bruce Hasbargen, County Engineer, 218-333-8180

DATE SUBMITTED: 2/25/2025

CLEARANCES: N/A

BUDGET IMPACT: Federal Safety Funds (HSIP) and County State Aid Funds (CSAH)

EXHIBITS: Bid Summary

SUMMARY STATEMENT:

Bids were opened on February 25, 2025, at 10 am for the SP 004-070-040 and SP 004-070-046 Centerline Rumble Projects. Surface Preparation Technologies, LLC is the apparent low bidder.

The Engineer's Estimate was \$81,582.00 and the apparent low bidder Surface Preparation Technologies, LLC has a bid price of \$53,371.06 which is approximately 34.58% under the estimate.

The main contributing factors to the bid price discrepancy were found in the cost of mobilization and traffic control. The price appears to be reasonable in comparison to other recent projects and other bids on this project.

Bid Abstract Summary

Report Date 2/25/2025 State SP 004-070-040 Federal 004-070-040 Bid Release 1/29/2025 Bid Opening 2/25/2025 10:00

| Bid Name | Total | % Over/Under Estimate |
|--|-------------|-----------------------|
| Engineer's Estimate | \$81,582.05 | |
| Surface Preparation Technologies, Inc. | \$53,371.06 | 34.58% UNDER |
| Allstates Pavement Recycling and Stabilization | \$59,785.11 | 26.72% UNDER |



Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: SAP 004-592-002

RECOMMENDATIONS: Award bid to apparent low bidder

DEPARTMENT OF ORIGIN: Highway

CONTACT PERSON: Bruce Hasbargen, County Engineer, 218-333-8180

DATE SUBMITTED: 2/19/2025

CLEARANCES: N/A

BUDGET IMPACT: None

EXHIBITS: Bid Summary

SUMMARY STATEMENT:

Bids were opened on February 20, 2025 at 10 am for the Northern Township project SAP 004-592-002. Mark Sand & Gravel is apparent low bidder.

Beltrami County is acting as fiscal agent for Local Road Improvement (LRIP) funds the township is using to reconstruct Fairgrounds Rd NW.

**SAP 004-592-002 - Northern Twp Proj - Fairgrounds Rd NW -
LRIP funds, Beltrami County acting as Fiscal Agent**

Bid Abstract Summary

Report Date
2/20/2025

Bid Release
1/20/2025

Bid Opening
2/20/2025 10am

| Bid Name | Total | % Over/Under Estimate |
|-----------------------------------|---------------------|-----------------------|
| Engineer's Estimate | \$1,215,146.00 | |
| Mark Sand & Gravel Co. | \$794,563.10 | 34.61% UNDER |
| Knife River Materials-Northern N | \$816,775.60 | 32.78% UNDER |
| Reierson Construction, Inc. | \$841,906.73 | 30.72% UNDER |
| Gladden Construction Inc | \$862,673.10 | 29.01% UNDER |
| Northern Paving | \$867,500.00 | 28.61% UNDER |



Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: SP 004-615-023 Agreement

RECOMMENDATIONS: Approve Resolution and Agreement

DEPARTMENT OF ORIGIN: Public Works – Highway Division

CONTACT PERSON: Bruce Hasbargen, County Engineer 218-333-8180

DATE SUBMITTED: February 24, 2025

CLEARANCES: N/A

BUDGET IMPACT: Project is in 5-Year TIP and budget.

EXHIBITS: Agreement and Resolution

SUMMARY STATEMENT:

Beltrami County Highway was awarded a federal grant that will be used to offset the cost of the bituminous overlay project on CSAH 15, from Townhall Rd to the Turtle River. The project is in the 5-Year Transportation Improvement Plan in 2025. The federal funds allocated to the project are from two fiscal years, 2025 and 2026. The attached agreement allows the County to construct the project this summer in advance of the 2026 funding, which will be available October 1, 2025. The attached resolution approves executing the agreement.



STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: **004-615-023**_____

FAIN Number: **STBG 0425(150)**_____

This Agreement is entered into by and between Beltrami County (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. MnDOT Contract Number dcp(1052057) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government’s agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the “Project”; and
3. The Local Government is proposing a federal aid project for CSAH 15 Bituminous Resurfacing, hereinafter referred to as the “Project”; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for fiscal years 2025 and 2026, and is identified in MnDOT records as State Project 004-615-023, and in Federal Highway Administration (“FHWA”) records as Minnesota Project STBG 0425(150); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five

(5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052057), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052057), which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

- 4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed after the end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. It is estimated that the total cost of the Project is \$2,172,000. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for STBG funds in federal fiscal years 2025 and 2026. These amounts are \$600,000 and \$650,000, respectively.
- 5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2024 for federal fiscal year 2025 and October 1, 2025 for federal fiscal year 2026. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
- 5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1052057), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or their successor.

Title: State Aid, Federal Plans Engineer

Phone: 612-271-6210

Email: angela.murphy@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Mr. Bruce Hasbargen _____, or their successor.

Title: Beltrami County Engineer _____

Phone: 218-333-8173 _____

Email: bruce.hasbargen@co.beltrami.mn.us _____

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT 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 MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the

Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government 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 the Local Government or MnDOT.

11. Workers Compensation. The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT'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 by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT 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 the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT 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. MnDOT may immediately terminate this Agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. Suspension. MnDOT 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 Local Government 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, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 15. Fund Use Prohibited.** The Local Government 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 Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government 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 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. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal

Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

- 17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 17.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 17.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 17.1.8. **Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. Local Government will comply with 2 CFR § 200.323.
- 17.1.11. Local Government will comply with 2 CFR § 200.216.
- 17.1.12. Local Government will comply with 2 CFR § 200.322.
- 17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby 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 any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

17.5. **Federal Funding Accountability and Transparency Act (FFATA).**

17.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Beltrami County

Beltrami County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Resolution for Agency Agreement

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Beltrami County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Chairman and the Administrator are hereby authorized and directed for and on behalf of Beltrami County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1058686," a copy of which said agreement was before the County Board and which is made a part hereof by reference.



Meeting Date: March 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Morrison County/Beltrami County Jail bed contract

RECOMMENDATIONS: Approve the new two-year contract between Morrison County and Beltrami County for jail inmate bed allocation which would go into effect on April 1, 2025 and end April 1, 2027

DEPARTMENT OF ORIGIN: Sheriff's Office

CONTACT PERSON: Jason Riggs, Sheriff's 218-333-4136

DATE SUBMITTED: 02/25/2025

CLEARANCES: County Attorney David Hanson, Administrator Tom Barry

BUDGET IMPACT: Negligible

EXHIBITS: Contract

SUMMARY STATEMENT:

The current Morrison County and Beltrami County inmate jail bed allocation is contract is coming to an end on April 1st. The Beltrami County Sheriff and Morrison County Sheriff have negotiated a new contract with only two changes. Bed costs are moving from \$55.00 to \$60.00 per day per bed and we have reduced the number of guaranteed beds from 20 to 17. Any additional beds beyond the daily rate would be at \$65.00 per day per bed. The rest of the contract remains the same. Both entities have the option of canceling the contract in 30 days without cause.

**Jail Services Agreement
Between
Morrison County Sheriff's Office
Little Falls, MN
And
Beltrami County Sheriff's Office
Bemidji, MN**

This agreement is between Morrison County Jail and Beltrami County Jail, both political subdivisions of the State of Minnesota.

In consideration of promises, payments, covenants and agreement contained in this agreement, the parties agree as follows:

1. Number of Beltrami County Inmates to be housed in Morrison County:

- 1.1 Morrison County will provide a minimum of seventeen (17) male minimum security jail beds to Beltrami County each day for the duration of this contract.
- 1.2 In the event that Beltrami County needs more than seventeen (17) beds, Morrison County will make the determination based on the daily population of the Morrison County Jail.
- 1.3 In the event the population in Morrison County Jail reaches physical capacity, Morrison County may notify Beltrami County and require Beltrami County to remove some of the Beltrami County inmates that are in excess of seventeen (17) inmates.

2. Jail and Health Services:

- 2.1 Morrison County shall accept Beltrami County inmates for confinement into the Morrison County Jail, except as otherwise provided herein. Morrison County shall furnish the Beltrami County inmates all routine jail medical, dental, and other healthcare services required to be provided pursuant to federal and state laws.

2.2 Beltrami County will reimburse Morrison County for the cost of all medical care incurred on behalf of Beltrami County inmates. However, major medical treatment that is not a life-threatening emergency must be authorized in advance by Beltrami County.

2.3 Beltrami County will provide Morrison County copies of all Beltrami County inmate records pertaining to the inmate's incarceration, including a copy of each inmate's medical and mental health records held by Beltrami County. Beltrami County inmates may be rejected by Morrison County for placement when booking indicates injury, disease, or mental illness beyond the ability of the Morrison County Jail to treat, or where the condition presents a danger of harm to the Beltrami County inmate or to the inmates being housed in Morrison County, as determined by Morrison County.

2.4 Beltrami County inmates shall be subject to the disciplinary authority of Morrison County in accordance with jail procedures and rules applicable to all inmates housed in Morrison County Jail.

2.5 When requested to do so by Morrison County, Beltrami County shall remove any Beltrami County inmate within twenty-four (24) hours.

3. Compensation:

3.1 Beltrami County will pay Morrison County \$1,020.00 per day for a minimum of seventeen (17) beds regardless of whether all seventeen (17) beds are used or not. Any number of inmates that exceed this number will be billed at a rate of \$65.00 per bed per day, if additional beds are needed.

4. Billing:

4.1 Morrison County shall transmit billing to Beltrami County monthly. Within forty-five (45) days after receipt Beltrami County shall pay the full amount billed.

4.2 Morrison County may charge an interest rate equal to the interest rate on the monthly county investment earnings on any billing amount not paid by Beltrami County within forty-five (45) days of receipt of the billing.

4.3 Each party may examine the other's books and records to verify charges. If any examination reveals an improper charge, the next billing statement will be adjusted appropriately.

5. Term:

5.1 This agreement shall govern services from April 1, 2025 through April 1, 2027 unless terminated earlier under provisions set forth herein. This contract shall automatically renew thereafter on an annual basis.

6. Termination:

6.1 Either party may terminate this agreement, without cause, upon thirty (30) days written notice to the other party.

7. Indemnification:

7.1 Morrison County shall indemnify and hold harmless Beltrami County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, cost, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Morrison County, its officers, agents, and employees or any of them related to the services provided under this agreement.

7.2 Beltrami County shall indemnify and hold harmless Morrison County and its officer, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, cost, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Beltrami County, its officer, agents, and employees or any of them related to the services provided under this agreement.

7.3 In the event of the concurrent negligence of the parties, Morrison County and Beltrami County's obligation hereunder shall apply to the percentage of fault attributable to Morrison County and Beltrami County or Morrison County and Beltrami County's agents, employees or officials.

7.4 In executing this agreement, Morrison County does not assume liability or responsibility for or in any way release Beltrami County from any liability or responsibility, which arises in whole or in part from existence of effect of Beltrami County ordinances, rules, or regulations. If any cause, claim, suit,

action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Beltrami County ordinance, rule or regulation is at issue. Beltrami County shall defend the same at its sole expense and if judgment is entered or damages are awarded against Beltrami County shall satisfy the same, including all chargeable costs and attorney's fees.

7.5 The term of section 7 "Indemnification" shall survive the expiration or earlier termination of the agreement.

8. General Provisions:

8.1 Transportation – Unless otherwise agreed, Beltrami County shall be responsible for the delivery and pickup of all Beltrami County inmates.

8.2 Release – Unless otherwise agreed, Beltrami County inmates will be released to the custody of Beltrami County, and Beltrami County will transport Beltrami County inmates to Beltrami County prior to their final release from custody.

8.3 Severability – If any provision of this agreement shall be held invalid, the remainder of this agreement shall be not be affected thereby.

8.4 Entire Agreement – This agreement represents the entire understanding of the parties supersedes any oral representation that are inconsistent with or modify its terms and conditions.

8.5 Modifications – All provisions of this agreement may be modified and amended with mutual written consent of the parties hereto.

8.6 Force Majeure – In the event either parties performance of any of the provisions of this agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

8.7 Contact Person – Each party shall notify the other of its coordinator who is responsible for administering its responsibilities under this agreement.

9. Legal Requirements:

9.1 Both parties shall comply with all applicable federal, state, and local laws in performing this agreement.

In witness whereof, the parties have executed this agreement this _____ day of _____, 2023.

MORRISON COUNTY

Sheriff Shawn Larsen
Morrison County Sheriff
213 1st Avenue Southeast
Little Falls, MN 56345

Lt. Tony Athman
Morrison County Jail Administrator
213 1st Avenue Southeast
Little Falls, MN 56345

Morrison County Board Chair

BELTRAMI COUNTY

Sheriff Jason Riggs
Beltrami County Sheriff
626 Minnesota Avenue Northwest
Bemidji, MN 56601

Capt. Calandra Allen
Beltrami County Jail Administrator
626 Minnesota Avenue Northwest
Bemidji, MN 56601

Beltrami County Board Chair



Meeting Date: Mar. 4, 2025
Beltrami County Commission
Consent Agenda

AGENDA BILL

SUBJECT: Grant Agreement/Resolution with MN Dept of Public Safety

RECOMMENDATIONS: Approval

DEPARTMENT OF ORIGIN: Sheriff's Office

CONTACT PERSON: Christopher Muller, PIO/EM, 218-333-8386

DATE SUBMITTED: February 20, 2025

CLEARANCES: County Board

BUDGET IMPACT: Budgeted

EXHIBITS: Grant Agreement and Resolution

SUMMARY STATEMENT: The Beltrami County Sheriff's office applied for grant funding to assist in the replacement of portable land-mobile radios used by patrol deputies. Our current radios have been aggressively used for many years and are beginning the process of replacement. While only part of the request was funded, it is enough to replace several of the aging radios. Beltrami County was awarded \$40,000.00 with a required local 5% match that is budgeted. To execute the grant, approval in the form of a resolution from the County Board of Commissioners is requested that will authorize Emergency Management Director/Public Information Officer Christopher Muller and Chief Deputy Jarrett Walton be authorized representatives to administer the grant.



| | |
|--|--|
| Minnesota Department of Public Safety (“State”) Emergency Communication Networks Division 445 Minnesota Street, Suite 1725 St. Paul, MN 55101 | Grant Program: 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program Grant Contract Agreement No.: A-DECN-ARMER-2024-BELTRACO-005 |
| Grantee: Beltrami County 701 Minnesota Ave NW Bemidji, MN 56601 | Grant Contract Agreement Term: Effective Date: 11/1/2024 Expiration Date: 6/30/2026 |
| Grantee’s Authorized Representative: Christopher Muller, Emergency Management Director/PIO Beltrami County Sheriff’s Office 603 Minnesota Ave NW Bemidji, MN 56601 Phone: 218-333-8386 Email: chris.muller@co.beltrami.mn.us | Grant Contract Agreement Amount: Original Agreement \$ 40,000.00 Matching Requirement \$ 2,105.26 |
| State’s Authorized Representative: Director Leah Palmer Minnesota Department of Public Safety, Emergency Communication Networks Division 445 Minnesota Street, Suite 1725 St. Paul, MN 55101 Phone: 651-201-7546 Email: leah.palmer@state.mn.us | Federal Funding: None FAIN: N/A State Funding: 2023 Minnesota Session Laws, Ch. 52, Art. 2, Sec. 3, Subd. 9(e) Special Conditions Attached and incorporated into this grant contract agreement. See page 3. |

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1725, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2024-2026 ARMER Equipment Grant Program Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by



the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No.: A-DECN-ARMER-2024-BELTRACO-005 / PO# 3000101490

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

Budget Summary (Report)

| Budget | | | |
|---------------------------------------|-------------|------------|--|
| Budget Category | Award | Match | |
| Equipment | | | |
| Purchasing 800mghz Land Mobile Radios | \$40,000.00 | \$2,105.26 | |
| Total | \$40,000.00 | \$2,105.26 | |
| Total | \$40,000.00 | \$2,105.26 | |
| Allocation | \$40,000.00 | \$2,105.26 | |
| Balance | \$0.00 | \$0.00 | |

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

DATE: March 4th, 2025

RESOLUTION:

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED
RESOLUTION AS SUBMITTED**

WHEREAS, the State of Minnesota funded an Allied Radio Matrix for Emergency Response (ARMER) grant through the Division of Emergency Communications Networks making funding available to public safety agencies; and

WHEREAS, these grant funds were awarded in a competitive application process; and

WHEREAS, the Beltrami County Sheriff's Office was awarded \$40,000.00 with a 5% local match for the replacement of aging land mobile radios; and

WHEREAS, the Beltrami County Sheriff's Office has successfully participated in grant programs from Emergency Communications Network in the past.

NOW, THEREFORE, BE IT RESOLVED Beltrami County accepts the ARMER grant and executes a grant agreement with the State of Minnesota Division of Emergency Communications Networks. Emergency Management Director/Public Information Officer Christopher Muller and Chief Deputy Jarrett Walton are appointed as authorized representatives for Beltrami County for the ARMER grant and are hereby authorized to execute such agreements and amendments thereto, as necessary to participate in this grant.

YES

NO

Winger
Gaasvig
Carlson
Sumner
Gould

AGENDA

(Subject)



Date: March 4, 2025
Beltrami County Commission

REGULAR AGENDA BILL

SUBJECT: Jail Project Development Agreement

RECOMMENDATIONS: Approve the Development Agreement with the City of Bemidji
for the New County Jail

DEPARTMENT OF ORIGIN: Administration

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

DATE SUBMITTED: February 27, 2025

CLEARANCES: Administrator

BUDGET IMPACT: Included in Jail Project Budget

ATTACHMENTS: City of Bemidji Development Agreement

SUMMARY STATEMENT:

The County is required to secure all permits and state and local approvals to advance the construction of the new County Jail. One such approval is from the City of Bemidji for site work, utilities, and landscaping. The City requires that a Development Agreement, which includes several exhibits and attachments, be completed and executed as part of their permitting process. The attached Development Agreement has been reviewed by the Design and Operations Team and the County Attorney.

**CITY OF BEMIDJI
PLANNING AND ZONING DEPARTMENT**

SHORT FORM DEVELOPMENT AGREEMENT

| | |
|---|---|
| Developer: | Beltrami County represented by Craig Gaasvig, County Commissioner (Chair) Contractor: Kraus-Anderson Construction Company, Steven Trudeau, Senior Project Manager |
| Project: | Beltrami County Adult Corrections Center |
| Property: | 815 Pioneer St SE, Bemidji, MN (PIN 800044500) |
| Developer Address: (if different) | 701 MINNESOTA AVE NW |
| Construction Deadlines: | Construction of the new County Adult Correctional Facility will begin the spring of 2025 and be completed by March of 2027. Landscaping will be confirmed end of summer 2027. |
| Security Escrow: | Planning = \$34,000; Erosion Control = \$5000; As-Built = \$1,500; Total = \$40,500. Landscaping escrow is held for one (1) year to insure survival of vegetation. |

This Development Agreement (“Agreement”) is made and entered into by and among the Developer, and the City of Bemidji (City). The identifying information set out above may be referenced herein by title and is incorporated in and made part of this Agreement. The City of Bemidji and the Developer may hereinafter be referred to individually as a “party” and collectively as the “parties.”

RECITALS

- A. The Developer has requested site plan approval, issuance of a building permit, if applicable, and will be requesting certificate of occupancy from the City for the Project on the Property;
- B. The proposed Project must be constructed in accordance with all applicable regulations and requires the Property to be brought into compliance with the current standards and requirements under the City of Bemidji Zoning and Subdivision Code (“Code”);
- C. The Developer proposes to complete the Project in accordance with the approved Site &/or Civil plans, which are listed in the attached Exhibit B and are incorporated herein by reference, (Collectively, the “Plans”) and the applicable requirements of the Code; and
- D. To ensure compliance with the terms and conditions of this Agreement, the Developer must obtain a certificate of project completion from the City prior to occupancy of any structures built or altered as part of the Project and release of the required Security Escrow, as described below.

AGREEMENT

In consideration of the mutual promises and agreements set out herein, and intending to be legally bound, the parties hereby agree as follows:

1. Conditioned Approval. The site plan approval and, if applicable, the building permits issued by the City for the Project are conditioned on the Developer constructing the Project in accordance with all of the following:
 - (a) Compliance with the Plans identified in the attached Exhibit B. No alterations of the Plans are permitted unless they are approved in writing by the City;
 - (b) Compliance with any additional conditions placed on the site plan approval and, if applicable, the building permits;
 - (c) Complete construction of the Project and any identified portions of the construction in accordance with the Construction Deadlines identified above;
 - (d) Compliance with all applicable federal, state, and local laws, rules, regulations, codes, and ordinances; and
 - (e) Obtain any other permits or permissions that may be required to construct the Project.

2. Certificate of Project Completion. The Developer shall not occupy any structure constructed or altered on the Property as part of the Project until the State of Minnesota has issued a certificate of occupancy. A City certificate of project completion for the Project, constructed in accordance with Exhibits B and C, shall not be issued until all work required to construct the Project in accordance with the Plans and this Agreement is completed. The certificate of project completion is separate from any certificate of project completion or certificate of occupancy issued by the State of Minnesota that may be required for the Project, and it shall not interfere with the Developer's occupancy of any structures constructed or altered on the Property.

If any portion of the work cannot be reasonably completed because of seasonal conditions or other reasons beyond the control of the Developer, the City may issue a certificate of project completion conditioned on the Developer entering into a work completion agreement for the Project in accordance with Exhibits B and C. The work completion agreement must identify the work to be completed, the revised deadlines for completing the work, the amount of Security Escrow, as hereinafter described, to be retained until completion, and any conditions related to completing the work. If the parties agree to a work completion agreement, which shall become part of this Agreement and is incorporated herein by reference, the City may issue a certificate of project completion part of the Project conditioned on the Developer completing the work in accordance with the terms and conditions of the work completion agreement.

3. Security Escrow. To ensure the Developer completes the construction of the Project in accordance with the terms of this Agreement, the Developer shall provide the City a Security Escrow in the amount(s) identified above. The City shall hold the Security Escrow and may

draw upon it to take corrective actions as may be needed in accordance with this Agreement. The City shall return any unused portion of the Security Escrow, without interest, to the Developer upon completion of the Project in accordance with the terms of this Agreement and issuance of a certificate of project completion by the City.

4. Corrective Actions. If the Developer fails to construct the Project in accordance with the Plans, Construction Deadlines, and the other terms of this Agreement, the City may perform such work on the Property as may be needed to protect the public health, safety, and welfare related to any structures or conditions on the Property. Except in emergencies, the City of Bemidji shall provide the Developer written notice of the items of noncompliance and provide the dates by which each must be corrected. If the Developer fails to correct any such items of noncompliance by the indicated dates, the City may perform such work as may be needed to address the items of noncompliance, including responding to any other public safety or nuisance matters that may exist on the Property. The corrective actions taken by the City are intended to protect the public, not to complete the Project for the Developer, and will not make the Developer eligible for the issuance of a certificate of project completion. The City may reimburse itself from the Security Escrow for all costs related to the corrective work it undertake, including administrative and professional costs. If the Security Escrow is not sufficient to fully reimburse the City for its costs, the City shall provide the Developer a detailed invoice of all such unreimbursed costs, which shall be due and payable by the Developer within thirty (30) days from the date of the invoice. If the Developer fails to pay the additional costs within thirty (30) days, the City may, in addition to withhold any further approvals requested for the Property, pursue any options available to it under law to collect the unpaid amounts which may include, without limitation, the following:
 - (a) As a special assessment imposed on the Property under Minnesota Statutes, section 429.101;
 - (b) As a service charge imposed on the Property or any other property the Developer owns in the state under Minnesota Statutes, section 366.012; or
 - (c) As a lien on the Property under Minnesota Statutes, section 514.67.
5. Right to Enter. The Developer agrees the City, including its officers, employees, agents, designees, and contractors, may enter the Property at all reasonable time to determine compliance with the terms and conditions of this Agreement and take any corrective actions as provided in this Agreement.
6. Term. This Agreement shall commence as of the date of the last party to execute it and shall remain in effect until completion of the Project and the City release of the Escrow Security. The Developer's obligations to reimburse and indemnify the City shall survive the termination of this Agreement.
7. Indemnification. The Developer hereby agree to indemnify, defend, and hold the City, including its officials, employees, contractors, designees, and agents, harmless from any claims, damages, costs (including reasonable attorney's fees), and expenses sustained or incurred related to or arising from the construction or development of the Project, except for claims made against the City for its own negligence.

8. Binding. This Agreement is binding on the parties, their heirs, successors, and assigns, and runs with the Property.
9. Administrative Costs. The Developer shall be required to reimburse the City for the costs it incurred to draft and enter into this Agreement. The Developer shall also reimburse the City for recording costs if the City, in its discretion, determines to record this Agreement with the County Recorder. If the Developer fails to reimburse the City for these costs, the City may reimburse itself from the Security Escrow.
10. Governing Law. This Agreement shall be interpreted and applied in accordance with the laws of the State of Minnesota. Any disputes regarding this Agreement shall be filed in district court, in Beltrami County, Minnesota.
11. No Third-Party Rights. This Agreement is entered into for the sole benefit of the parties and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
12. Entire Agreement. This Agreement, including the recitals and exhibits which are incorporated herein, constitute the entire agreement between the parties regarding the Project on the Property. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.
13. Non-Waiver. Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, or available the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If any party waives in writing any default or nonperformance by any other party, such waiver shall be deemed to apply only to such party and event and shall not waive any other prior or subsequent default. Nothing in this Agreement precludes or otherwise limits the authority of the City to take action to enforce any items of noncompliance with the terms of this Agreement or any applicable codes or ordinances that may arise during the term of this Agreement or in the future.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date of the last party to execute it.

DEVELOPER

By: _____ Date: _____

Craig Gaasvig, County Commissioner (Chair)

CITY OF BEMIDJI

_____ Date: _____

Jamin Carlson, Planning Director

_____ Date: _____

Richard Spiczka, City Manager

EXHIBIT A
Limit Legal Description

Limit Legal Description is copied from the County of Beltrami, Tax Records data. A Deed may be attached as well.

1. Deed/Purchase Agreement/Ownership document

Limit Legal Description:

SECT-22 TWP-146 RANGE-033 THAT PART OF S1/2 OF NW1/4 DESC AS FOLLOWS: BEGIN AT SW CORNER OF LOT 9,BLOCK 4, RIDGEWAYS SUBDIVISION,ACCORD TO RECORD PLAT THEREOF;THENCE N89°28'31"W,BEARINGS BASED ON NAD83 (1996) BELTRAMI COUNTY SOUTH ZONE, ALONG N LINE OF SAID S1/2 OF NW1/4,DISTANCE 75.00';THENCE S00°12'46"W, DISTANCE 505.27',ALONG A LINE WHICH IS PARALLEL WITH & 75.00' W'RLY AS MEAS PERPENDICULAR FROM S'RLY EXTENS OF W LINE OF SAID LOT 9 TO N'RLY R/W LINE OF PIONEER ST,INDUSTRIAL PARK ADDITION, ACCORD TO RECORD PLAT THEREOF; THENCE S89°28'31"E,ALONG N'RLY R/W LINE OF SAID PIONEER ST; DISTANCE 75.00' TO S'RLY EXTENS OF W LINE OF SAID LOT 9;THENCE S00°12'46"W,ALONG S'RLY EXTENS OF W LINE OF SAID LOT 9,DISTANCE 34.73' TO N'RLY R/W LINE OF SAID PIONEER ST; THENCE S89°47'14"E,ALONG N'RLY R/W OF SAID PIONEER ST, DISTANCE 763.62';THENCE N00°12'46"E,DISTANCE 136.63'; THENCE N89°47'14"W,DISTANCE 121.25';THENCE N00°12'46"E, DISTANCE 338.87' TO SW'RLY R/W LINE OF BN RAILROAD;THENCE N39°30'52"W,ALONG SW'RLY R/W LINE OF BN RAILROAD,DISTANCE 79.68' TO N LINE OF SAID S1/2 OF NW1/4;THENCE N89°28'31"W, ALONG SAID N LINE,DISTANCE 591.45' TO PT OF BEGIN

EXHIBIT B
Approved Civil Engineering Plans

The Site & Civil Plans that are approved for the Project, and which are incorporated herein by reference, include the following:

1. Sheet C-100 Site Plan - Overview
2. Sheet C-101 Site Plan - Removals
3. Sheet C-102 Site Plan - Existing Topography
4. Sheet C-103 Site Plan - Dimensions
5. Sheet C-104 Site Plan - Fire System
6. Sheet C-200 Grading Plan - Overview
7. Sheet C-300 Utility Plan - Overview
8. Sheet C-301 Utility Plan - Sanitary Sewer Water Main
9. Sheet C-302 Utility Plan - Storm
10. Sheet C-400 Profile Views
11. Sheet C-401 Details - 1
12. Sheet C-402 Details - 2
13. Sheet C-500 Tree Preservation
14. Sheet C-501 SWPPP
15. Sheet C-502 SWPPP Details
16. Sheet C-503 SWPPP-Erosion
17. Sheet C-504 SWPPP-BMP Timeline
18. Sheet C-505 SWPPP Narrative
19. Sheet C-506 SWPPP-Special/Impaired Waters
20. As-Built Deliverable Application
21. Permanent Stormwater BMP Maintenance Agreement
22. Stormwater Erosion Control Application
23. Digging/Utility Application
24. Sheet A0.1 Architectural Site Plan
25. Beltrami Jail Landscape & Irrigation Plan



City of Bemidji, MN

City of Bemidji

317 4th Street NW
Bemidji, MN 56601
218-759-3560

<https://www.ci.bemidji.mn.us/>

Application

ASB-2024-0011

**COMMERCIAL AS-BUILT UTILITY
DELIVERABLES**

SITE ADDRESS: 815 PIONEER ST SE BEMIDJI
PRIMARY PARCEL: 800044500
PROJECT NAME: BELTRAMI COUNTY JAIL

ISSUED:

EXPIRES:

APPLICANT: Trudeau, Steven
206 Beltrami Ave NW
Bemidji, MN 56601
2187665998

OWNER: BELTRAMI COUNTY
701 MINNESOTA AVE NW
BEMIDJI, MN 56601

Detail Name

Detail Value

Please enter the Building Permit Number:

Building Permit will be issued by
State of MN

As-Built Escrow-Commercial Property

1500.00

CONDITIONS

* As-built Utility Deliverable application must include approved Civil Plans from the Public Works department.

FEES:

Paid

Due

As-built Escrow - Commercial
Property *Amount determined
by G.I.S. Coordinator

\$1,500.00

Totals :

\$1,500.00

STORMWATER BMP MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the City of Bemidji (hereinafter referred to as the “City”), and Beltrami County (hereinafter referred to as “Owner”), its successors and assigns, with reference to the following facts and circumstances.

RECITALS:

- A. Owner owns certain real property situated in the City of Bemidji, Beltrami County, Minnesota, legally described in Exhibit A attached hereto (the “Property”)
- B. As a condition of its approval of the development or re-development of the Subject Property, the City has required that the Owner enter into an agreement for the maintenance of the Structural Stormwater Best Management Practice(s) (BMPs) located within the boundaries of the Property as the same is described and depicted in those certain construction plans prepared by Owner.
- C. The Owner desires to set forth its agreement with respect to the maintenance of the Structural Stormwater BMPs and the cost of such maintenance.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. For the purpose of this Agreement, maintenance of the Structural Stormwater BMPs Shall mean the regular inspection, routine maintenance, and major maintenance described with in the maintenance plan and as required to maintain the performance standard and function of the Structural Stormwater BMPs identified within the projects Stormwater Pollution Prevention Plan (SWPPP) and construction documents.
- 2. Owner shall be solely responsible for the maintenance of the Structural Stormwater BMPs and shall bear all costs of such maintenance.
- 3. Owner agrees to comply with all requirements related to Structural Stormwater BMPs imposed by the City of Bemidji Code of Ordinances and the Statutes of the State of Minnesota.
- 4. Owner grants the City or its agents or contractor the right of entry at reasonable times, with notice, and in a reasonable manner for the purpose of inspecting the Structural Stormwater BMPs.
- 5. If, upon inspection, the City finds that the Owner has failed to properly maintain the Structural Stormwater BMPs, the City shall notify the Owner in writing of its findings. Owner shall have ninety (90) days to bring the Structural Stormwater BMPs into compliance. In the event the work is not performed, or a schedule for undertaking the work to be performed has not been provided within the specified time and agreed to by the City, Owner agrees to allow the City to enter the property and take whatever steps it deems necessary to properly maintain the Structural Stormwater BMPs. The cost reasonably incurred by the City for performing such maintenance shall be reimbursed to the City within 30 days by the party responsible for such maintenance and, if the responsible party does not timely reimburse the City, then the City may recover its costs by levying a special assessment against the Subject Property.

Owner

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF BELTRAMI)

The foregoing instrument was acknowledged before me this ___ day of _____,
2025, by _____, the _____ of _____.

Notary Public

EXHIBIT A
Limited Legal Description

SECT-22 TWP-146 RANGE-033 THAT PART OF S1/2 OF NW1/4 DESC AS FOLLOWS:
BEGIN AT SW CORNER OF LOT 9,BLOCK 4, RIDGEWAYS SUBDIVISION,ACCORD TO
RECORD PLAT THEREOF;THENCE N89°28'31"W,BEARINGS BASED ON NAD83 (1996)
BELTRAMI COUNTY SOUTH ZONE, ALONG N LINE OF SAID S1/2 OF
NW1/4,DISTANCE 75.00';THENCE S00°12'46"W, DISTANCE 505.27',ALONG A LINE
WHICH IS PARALLEL WITH & 75.00' W'RLY AS MEAS PERPENDICULAR FROM S'RLY
EXTENS OF W LINE OF SAID LOT 9 TO N'RLY R/W LINE OF PIONEER ST,INDUSTRIAL
PARK ADDITION, ACCORD TO RECORD PLAT THEREOF; THENCE
S89°28'31"E,ALONG N'RLY R/W LINE OF SAID PIONEER ST; DISTANCE 75.00' TO
S'RLY EXTENS OF W LINE OF SAID LOT 9;THENCE S00°12'46"W,ALONG S'RLY
EXTENS OF W LINE OF SAID LOT 9,DISTANCE 34.73' TO N'RLY R/W LINE OF SAID
PIONEER ST; THENCE S89°47'14"E,ALONG N'RLY R/W OF SAID PIONEER ST,
DISTANCE 763.62';THENCE N00°12'46"E,DISTANCE 136.63'; THENCE
N89°47'14"W,DISTANCE 121.25';THENCE N00°12'46"E, DISTANCE 338.87' TO SW'RLY
R/W LINE OF BN RAILROAD;THENCE N39°30'52"W,ALONG SW'RLY R/W LINE OF BN
RAILROAD,DISTANCE 79.68' TO N LINE OF SAID S1/2 OF NW1/4;THENCE
N89°28'31"W, ALONG SAID N LINE,DISTANCE 591.45' TO PT OF BEGIN



Application

EC-2025-0001

STORMWATER EROSION CONTROL

SITE ADDRESS: 815 PIONEER ST SE BEMIDJI
PRIMARY PARCEL: 800044500
PROJECT NAME: BELTRAMI COUNTY JAIL

ISSUED:
EXPIRES:

APPLICANT: Trudeau, Steven
206 Beltrami Ave NW
Bemidji, MN 56601
2187665998

OWNER: BELTRAMI COUNTY
701 MINNESOTA AVE NW
BEMIDJI, MN 56601

PERMIT DETAILS

| Detail Name | Detail Value |
|--|---------------------------------------|
| Type of Project: | Commercial |
| Please provide a brief description of the project. [NOTE: If the project extends over winter the site will need to be temporarily stabilized until the start of the next construction season.] | New County Jail building construction |
| How much land is being disturbed? (Total in Square Feet or Acres) | 9 acres |
| NOTE: If total disturbance is 1 acre or more (43,560 sq ft = 1 acre) or it's less than 1 acre of disturbance, but the activity is part of a larger "common plan development or sale" that covers more than 1 acre, then a copy of the MPCA Construction Stormwater (CSW) permit shall be provided to the City. Click here to for more information regarding requirements or call 218-333-1856. | I acknowledge |
| How much fill will be utilized? Approx. if known or enter N/A | N/A |
| Please select the Fill Type: | Other - please describe in next field |
| Fill type, if Other specify. | N/A |
| Date to Start Work: | 03/31/2025 |
| Project Completion Date | 02/28/2027 |
| Soil Stabilization (Stabilization of exposed soils is required within 7 days) | Seed & Mulch |
| Sediment Controls (required for down gradient perimeters & stockpiles) | Silt Fence |
| Entrance/Exit Stabilization | Rock Construction Entrance |
| Storm drain inlet protection (at minimum required for downstream storm drains) | Filter Bags Inserts |
| Temporary Stabilization Over Winter (If project will not be completed before October 30th) | Seed & Mulch |
| Concrete Washout | Washout Container |



City of Bemidji, MN

City of Bemidji

317 4th Street NW
Bemidji, MN 56601
218-759-3560

<https://www.ci.bemidji.mn.us/>

I hereby acknowledge that I have received and read information concerning the City of Bemidji's Erosion and Sediment Control Requirements and the City Code Section 14 Article VII. I agree to install and maintain such controls as required throughout the duration of construction. **It is the Applicant, Landowner, and the Contractor conducting work on the site's responsibility to monitor and maintain such controls.**

| FEES: | <u>Paid</u> | <u>Due</u> |
|---------------------|-------------|-------------------|
| Escrow - Stormwater | | \$5,000.00 |
| Totals : | | \$5,000.00 |

REQUIRED INSPECTIONS

Site Inspection After Install & Prior to Construction



City of Bemidji, MN

City of Bemidji

317 4th Street NW
Bemidji, MN 56601
218-759-3560

<https://www.ci.bemidji.mn.us/>

Application

DUC-2024-0021

**DIGGING/UTILITY PERMIT
COMMERCIAL**

SITE ADDRESS: 815 PIONEER ST SE BEMIDJI
PRIMARY PARCEL: 800044500
PROJECT NAME: BELTRAMI COUNTY JAIL

ISSUED:

EXPIRES:

APPLICANT: Trudeau, Steven
206 Beltrami Ave NW
Bemidji, MN 56601
2187665998

OWNER: BELTRAMI COUNTY
701 MINNESOTA AVE NW
BEMIDJI, MN 56601

RESIDENTIAL BUILDING CONTRACTOR: Kraus Anderson Construction Company
501 8TH ST S
NOT PROVIDED
Minneapolis, MN 55404
(218) 759-0596

License: BC008368
Expires: 03/31/2025

PERMIT DETAILS

| | |
|---|--|
| Detail Name | Detail Value |
| Deferred Utility Assessment | 0.00 |
| Type of Project: | Commercial |
| Type of Work: | New Service |
| Name, Phone Number, & Email of Licensed Plumber | Casper Construction (Lance Schultz), lanceschultz@caspercon.com |
| Plumbing Contractor License Number | PR643775 |
| Please provide detailed description of work to be done. If you need more space, please upload document. | New water and sewer utility services for new Jail building |
| Service Type: | All |
| Is there existing Water, Sanitary Sewer, Stormwater? | N |
| If yes, What is existing? | N/A |
| If this is a Commercial project, please enter the Name of the Business and Phone Number here. | Beltrami County, 218-333-8475 |
| Type of Surface being disturbed: | Pavement |
| If Other was answered above please explain the type of surface disturbed here. | N/A |
| If Pavement is the type of surface disturbed, additional fees may be required. What is the size of the patch? | 722sf (Water), 372sf (Sanitary) |
| Size and Type of Existing Water Line: | 6" DIP |
| Size of Proposed Water Line: | 6+ Inch |



City of Bemidji, MN

City of Bemidji

317 4th Street NW
 Bemidji, MN 56601
 218-759-3560

<https://www.ci.bemidji.mn.us/>

Type of Proposed Water Line (Material) DIP
 Type of Proposed Water Line (Material), if Other, please describe N/A
 Water Meter Size: 6 or more inches
 Size and Type of Existing Sanitary Sewer: 8" City Sanitary Main
 Size of Proposed Sanitary Sewer 08 Inch
 Type of Proposed Sanitary Sewer (Material) PVC
 Type of Proposed Sanitary Sewer (Material), if Other, please describe N/A
 Number & Size of the Excavations Two locs (1-water, 1-san), 20' wide
 Date to Start Work: 06/30/2025
 Date to complete the work: 07/11/2025
 Will detouring traffic be necessary? Yes - please submit traffic plan under submittals
 Gopher State One Call Ticket #: TBD
 I hereby certify that I have read and examined and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with whether specified herein or not. The granting of a Permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I Certify
 This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction work is suspended or abandoned for a period of 180 days at any time after work is commenced. I Acknowledge

| FEES: | <u>Paid</u> | <u>Due</u> |
|---|--------------------|--------------------|
| Digging Permits | | \$50.00 |
| Water Meters Irrigation Only | | \$1,607.00 |
| Sewer Plumbing Inspections | | \$30.00 |
| Water Plumbing Inspections | | \$30.00 |
| Hydrostatic Fee – Water Line | | \$60.00 |
| Sewer Connection Fee (if on City Water) | | \$25,880.00 |
| Water Connection Fee | | \$11,950.00 |
| Water Meters Domestic Use | | \$7,350.00 |
| Totals : | | \$46,957.00 |

REQUIRED INSPECTIONS

Sewer

Sewer - Building

Water

- SITE PLAN GENERAL NOTES:**
1. REFER TO CIVIL DRAWINGS FOR EARTHWORK, GRADING, PAVING AND UTILITY SCOPE OF WORK.
 2. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL SCOPE OF WORK.
 3. UNLESS NOTED OTHERWISE - SLOPE GRADE AND PAVEMENTS TO DRAIN AWAY FROM BUILDING @ 1/4" PER FOOT (2.9%) MIN.
 4. REFER TO CIVIL DRAWINGS FOR DIMENSIONS OF CURB, GUTTER AND PARKING STALLS.

ARCHITECTURAL SITE PLAN - KEYNOTES

| | |
|------|---|
| AS1 | TREE: OPOI |
| AS2A | METAL BOLLARD W/ COVER |
| AS5 | LIGHTED FLAGPOLE |
| AS6 | DUMPSTER ENCLOSURE AND GATES |
| AS7 | TRASH RECEPTACLE: OPOI |
| AS10 | CONCRETE PATIO - SEE CIVIL |
| AS11 | SPLASH BLOCK |
| AS13 | APRON, SEE STRUCTURAL |
| AS14 | STOOP, SEE STRUCTURAL |
| AS16 | BIKE RACK |
| AS20 | SIGN TO ROAD: STAFF ENTRANCE AND VEHICLE SALLYPORT: OPOI |
| AS21 | SIGN TO ROAD: PUBLIC ENTRANCE AND VISITATION: OPOI |
| AS22 | SAFE EXCHANGE PARKING SPACE SIGNAGE: SEE CIVIL |
| AS23 | BOULDER: OPOI |
| AS25 | 8'-0" HIGH CHAINLINK FENCE |
| AS26 | 8'-0" HIGH CHAINLINK FENCE GATE, "20" 36" WIDE SWING GATES" |
| AS27 | INTERCOM PEDESTAL |
| AS28 | FIRE HYDRANT |
| AS29 | WHEEL STOPPER |
| AS30 | ADA PARKING SIGNAGE: SEE CIVIL |
| AS31 | CONCRETE PLANTER (48" SQUARE, 36" TALL) |
| AS32 | DUMPSTER: NIC |
| AS33 | PICNIC TABLE: OPOI |



AREAS OF HYRO SEEDING
(Approximately 101,300 SF)

Beltrami Jail Landscape & Irrigation Plan Specs
Designer: Beltrami County
Date: October 17, 2024 (Modified November 4, 2024)

Tree Quantities / Types:
(16) Northwoods Maple (minimum 1.75" caliper)
(9) Fall Fiesta Sugar Maple (minimum 1.75" caliper)
(12) Red Splendor Flowering Crabapple (minimum 1.75" caliper)
(29) Fat Albert Blue Spruce (meet City of Bemidji minimum standards for screening)
(3) Dakota Pinnacle Birch

Shrub / Plants / Grasses Quantities / Types:
(27) Spirea
(12) Hydrangea
(8) Lilly
(4) Hosta
(26) Karl Forester Feather Reed Grass
**Assume 2-gallon pot size for shrubs and 1-gallon pot size for perennials.*
**Planting areas identified to include steel edging (black) separating planting area from turf grasses.*

Boulders Quantities / Types:
(7) Boulders (3' in dia.), similar/symmetrical in size/shape.
Assume "Natural" boulders.

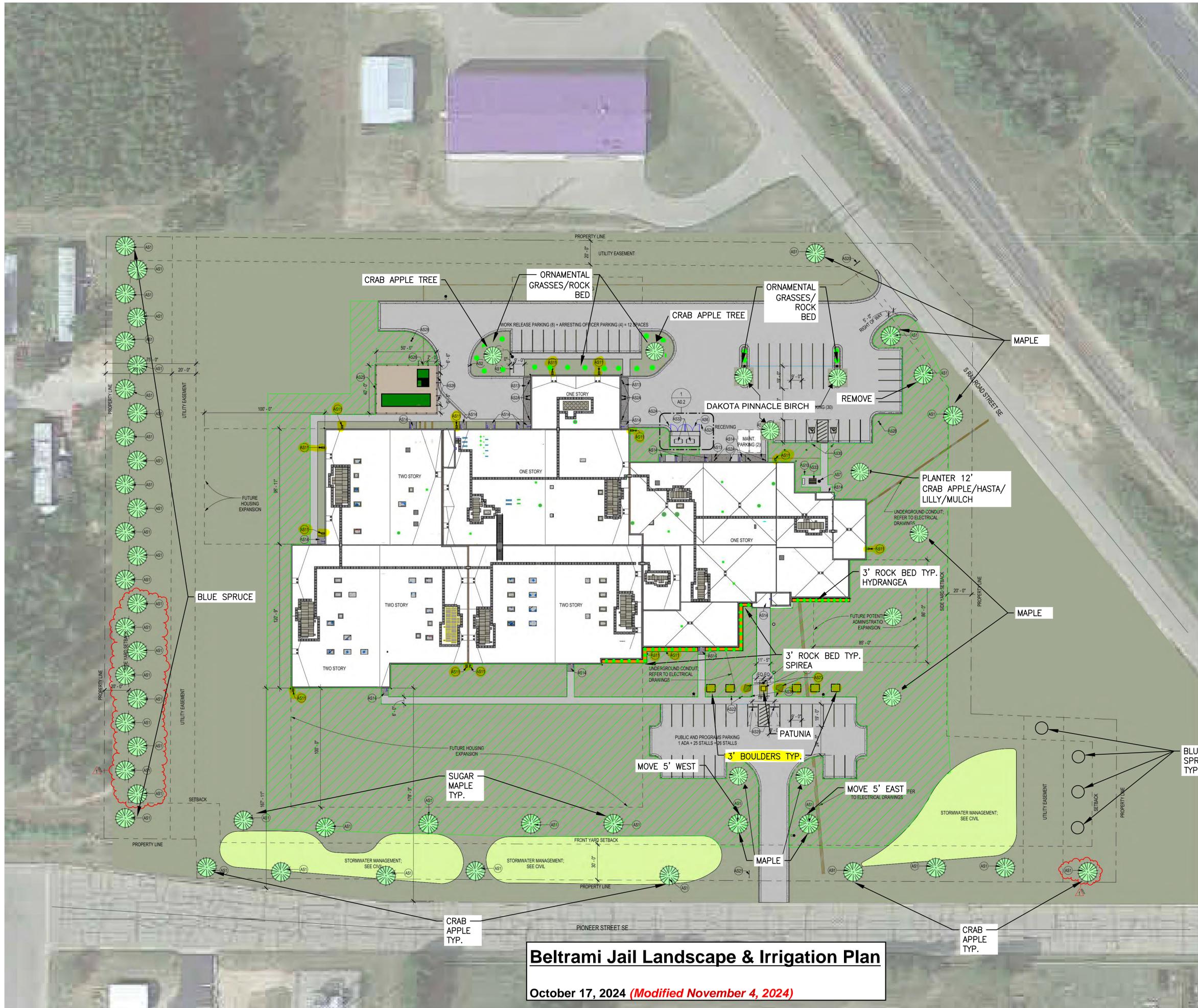
Rock Beds:
Beds will consist of soil type to promote proper growth of shrubs, weed barrier, irrigation, shrubs as identified on site landscape plan, and a minimum thickness of (4") of Bryan Red/Buf decorative rock with typical size being 1 3/4".

Planter:
Precast concrete planter per spec. section 32 3300. Planter will consist of soil type to promote proper growth of tree and plants, weed barrier, and numerous plants as listed in plant specification section above and on landscape plan.

Grass/Irrigation:
(Approximately 101,300 SF) Hydro-seeded and sprinklered/irrigated in area as shown on plan in green shaded area.

Provide add alternate for drilled-seeding at all other disturbed areas outside of Hydro-seed designated areas, out to property lines

Notes:
*All trees and shrubs must meet Bemidji MN plant hardiness temperature zone for proper growth.
*All trees and plantings must meet the City of Bemidji, MN planning and zoning requirements for size and caliper.
**Provide precast concrete splash-blocks at all locations indicated*



Beltrami Jail Landscape & Irrigation Plan
October 17, 2024 (Modified November 4, 2024)

EXHIBIT C
Planning & Building Departments Permit Applications

The Permit Applications that are approved for the Project, and which are incorporated herein by reference, include the following:

1. Planning Site Plan Review Application
2. Beltrami County Adult Corrections Center Parking Data
3. Exterior Lighting Cut Sheet
4. Commercial E911 Application



Application

SPR-2024-0059

PLANNING SITE PLAN REVIEW

SITE ADDRESS: 815 PIONEER ST SE BEMIDJI
PRIMARY PARCEL: 800044500
PROJECT NAME: BELTRAMI COUNTY ADULT CORRECTIONS CENTER

ISSUED:
EXPIRES:

APPLICANT: Reid, Danielle
6465 Wayzata Boulevard
St. Louis Park, MN 55426
9529559389

OWNER: BELTRAMI COUNTY
701 MINNESOTA AVE NW
BEMIDJI, MN 56601

PERMIT DETAILS

| Detail Name | Detail Value |
|---|--|
| Planning Plan Review Fee | 750.00 |
| What type of Site Review that is needed? | Commercial/Multi-Family |
| Please provide detailed description of work to be done. If you need more space, please upload document. | The project consists of a 243 bed jail facility. |
| I hereby certify that I am the owner or authorized agent of the owner of the above described property and that all uses will conform to the provisions of the City of Bemidji Development Code. I further certify that I will comply with all conditions placed upon this permit should this application be approved. Intentional or unintentional falsification of this application or any attachments thereto will serve to make this application and any resultant permit invalid. | I certify |
| I also authorize Bemidji Planning staff to inspect the property during review of this application and subsequent construction during reasonable times of the day. | I certify |

CONDITIONS

- * Any changes in design or layout to the reviewed & approved site plans or the overall project will require prior Planning Department approval.
- * A Planning Inspection is required after the site is staked for excavation and after the building is built and landscaping is completed.
- * Must meet all Code requirements, stated sizes & setbacks as shown on approved site plans.
- * As-built Utility Deliverable application must include approved Civil Plans from the Public Works department.
- * An escrow account is established to cover technical and legal expenses incurred by the City of Bemidji as part of the plan review. The applicant is responsible for all costs incurred by the City during plan review. If the escrow amount drops below 10% of the original deposit amount the City may require submittal of an additional escrow deposit sufficient to cover any anticipated expenses. Upon determination by the City that the project is complete or expired, the City will return the remaining escrow deposit to the applicant.



City of Bemidji, MN

City of Bemidji

317 4th Street NW
 Bemidji, MN 56601
 218-759-3560

<https://www.ci.bemidji.mn.us/>

* Must follow all MN State Building Codes.

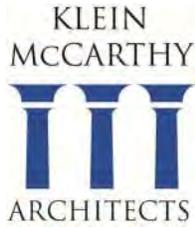
* A development agreement shall be entered into between the City and Applicant to ensure all site construction is completed to a satisfactory condition.

| FEES: | <u>Paid</u> | <u>Due</u> |
|------------------------------------|--------------------|--------------------|
| Site Analysis –Article X | \$750.00 | \$0.00 |
| Standards Review (Exclude SF Home) | | |
| Planning Escrow Deposit | | \$34,000.00 |
| Totals : | \$750.00 | \$34,000.00 |

REQUIRED INSPECTIONS

Planning Initial Site Visit

Planning Permit Inspection (11 months)



September 16, 2024

Melissa Fahrenbruch
Assistant Planner
City of Bemidji – Planning & Zoning Department
317 4th St NW.
Bemidji, Mn 56601

Re: Beltrami County Adult Corrections Center Traffic and Parking Analysis

Dear Melissa:

Klein McCarthy Architects studied the traffic and parking needs of the planned Adult Corrections Center for Beltrami County. Below outlines the planned parking spaces provided at the proposed facility.

The proposed Adult Corrections Center facility anticipates the following traffic:

- Public traffic:
 - (12) visitors per day for attorneys, bonding, and inmate visits.
 - (2) current program staff during the day shift.
 - (8) inmate program workers (Stanford).
 - Anticipated Deliveries:
 - Mail service once a day
 - UPS service once a day
- Staff/intake/delivery traffic:
 - (9) correctional staff per shift; 12 hour shifts therefore 2 shift changes a day.
 - (7-10) inmate intakes a day.
 - Arresting officer will bring inmates in the vehicle sallyport for processing.
 - (6) work release inmate average.
 - (5-10) transports to court a week.
 - Transports will occur inside the vehicle sallyport.
 - Anticipated Deliveries:
 - Food delivery 1-2 times a week
 - Commissary delivery once a week

The proposed Adult Corrections Center facility is planned for the following parking spaces:

- Public Parking
 - 26 parking spaces provided for:
 - 12 visitors for attorneys, bond agents and inmate visitation.

September 16, 2024

Page 2

- 8 ember program workers from Stanford
- 2 social workers
- 4 excess/overflow
- Staff Parking
 - 32 parking spaces provided for:
 - 18 spaces for 9 correctional staff at shift change
 - 5 administrative staff
 - 4 medical staff
 - 3 spaces for maintenance/janitorial staff
 - 2 spaces for kitchen staff
- Work Release /Arresting Officer Parking
 - 16 parking spaces
 - 8 for work release
 - 4 spaces for arresting officers
 - 4 spaces inside of vehicle sallyport garage

In total, 74 parking spaces are planned at the proposed Beltrami County Adult Corrections Center.

Sincerely,

A handwritten signature in black ink, appearing to read "Danielle Reid", is written over a light grey circular stamp.

Danielle Reid
Klein McCarthy Architects



WDGE2 LED

Architectural Wall Sconce

Precision Refractive Optic



Catalog Number

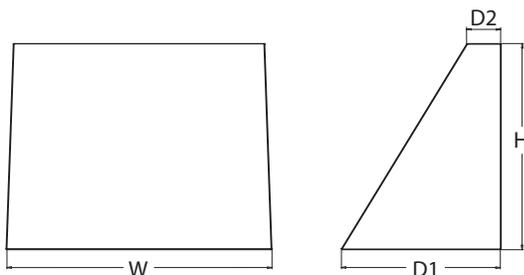
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

| | |
|-------------------------------------|----------|
| Depth (D1): | 7" |
| Depth (D2): | 1.5" |
| Height: | 9" |
| Width: | 11.5" |
| Weight: (without options) | 13.5 lbs |



Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WDGE family provides additional energy savings and code compliance.

WDGE2 with industry leading precision refractive optics provides great uniform distribution and optical control. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

WDGE LED Family Overview

| Luminaire | Optics | Standard EM, 0°C | Cold EM, -20°C | Sensor | Approximate Lumens (4000K, 80CRI) | | | | | | |
|-----------|----------------------|------------------|----------------|---------------------|-----------------------------------|--------|--------|--------|--------|--------|--------|
| | | | | | P0 | P1 | P2 | P3 | P4 | P5 | P6 |
| WDGE1 LED | Visual Comfort | 4W | | -- | 750 | 1,200 | 2,000 | -- | -- | -- | -- |
| WDGE2 LED | Visual Comfort | 10W | 18W | Standalone / nLight | -- | 1,200 | 2,000 | 3,000 | 4,500 | 6,000 | -- |
| WDGE2 LED | Precision Refractive | 10W | 18W | Standalone / nLight | 700 | 1,200 | 2,000 | 3,200 | 4,200 | -- | -- |
| WDGE3 LED | Precision Refractive | 15W | 18W | Standalone / nLight | -- | 7,500 | 8,500 | 10,000 | 12,000 | -- | -- |
| WDGE4 LED | Precision Refractive | | | Standalone / nLight | -- | 12,000 | 16,000 | 18,000 | 20,000 | 22,000 | 25,000 |

Ordering Information

EXAMPLE: WDGE2 LED P3 40K 80CRI VF MVOLT SRM DDBXD

| Series | Package | Color Temperature | CRI | Distribution | Voltage | Mounting |
|-----------|-----------------|------------------------|------------------------------------|---------------------------|------------------|--|
| WDGE2 LED | P0 ¹ | 27K 2700K | 70CRI ⁴ | T1S Type I Short | MVOLT | Shipped included SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only) ⁶ Shipped separately AWS 3/8inch Architectural wall spacer ⁷ PBBW Surface-mounted back box (top, left, right conduit entry). Use when there is no junction box available. ⁷ |
| | P1 ² | 30K 3000K | 80CRI | T2M Type II Medium | 347 ⁵ | |
| | P2 ² | 40K 4000K | LW ³ Limited Wavelength | T3M Type III Medium | 480 ⁵ | |
| | P3 ² | 50K 5000K | | T4M Type IV Medium | | |
| | P4 ² | AMB ³ Amber | | TFTM Forward Throw Medium | | |

| Options | Finish |
|---|---|
| E10WH Emergency battery backup, Certified in CA Title 20 MAEDBS (10W, 5°C min) E20WC Emergency battery backup, Certified in CA Title 20 MAEDBS (18W, -20°C min) PE⁸ Photocell, Button Type DMG⁹ 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) BCE Bottom conduit entry for back box (PBBW). Total of 4 entry points. BAA Buy America(n) Act Compliant CCE Coastal Construction ⁷ | DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DBBTXD Textured dark bronze DBL BXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone |
| Standalone Sensors/Controls PIR Bi-level (100/35%) motion sensor for 8-15' mounting heights. Intended for use on switched circuits with external dusk to dawn switching. PIRH Bi-level (100/35%) motion sensor for 15-30' mounting heights. Intended for use on switched circuits with external dusk to dawn switching. PIR1FC3V Bi-level (100/35%) motion sensor for 8-15' mounting heights with photocell pre-programmed for dusk to dawn operation. PIRH1FC3V Bi-level (100/35%) motion sensor for 15-30' mounting heights with photocell pre-programmed for dusk to dawn operation. Networked Sensors/Controls NLTAIR2 PIR nLightAIR Wireless enabled bi-level motion/ambient sensor for 8-15' mounting heights. NLTAIR2 PIRH nLightAIR Wireless enabled bi-level motion/ambient sensor for 15-30' mounting heights. <small>See page 4 for out of box functionality</small> | |



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
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WDGE2 LED
 Rev. 02/28/24

Accessories

Ordered and shipped separately.

WDGEAWS DDBXD W DGE 3/8inch Architectural Wall Spacer (specify finish)
 WDGE2PBBW DDBXD U W DGE2 surface-mounted back box (specify finish)

NOTES

- 1 PO option not available with sensors/controls.
- 2 P1-P4 not available with AMB and LW.
- 3 AMB and LW always go together.
- 4 70CRI only available with T3M and T4M.
- 5 347V and 480V not available with E10WH or E20WC.
- 6 Not qualified for DLC. Not available with emergency battery backup or sensors/controls.
- 7 For PBBW and AWS require an RFA.
- 8 PE not available in 480V or with sensors/controls.
- 9 DMG option not available with sensors/controls.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

| Performance Package | System Watts | Dist. Type | 27K (2700K, 80 CRI) | | | | | 30K (3000K, 80 CRI) | | | | | 40K (4000K, 80 CRI) | | | | | 50K (5000K, 80 CRI) | | | | | Amber (Limited Wavelength) | | | | |
|---------------------|--------------|------------|---------------------|-----|---|---|---|---------------------|-----|---|---|---|---------------------|-----|---|---|---|---------------------|-----|---|---|---|----------------------------|-----|---|---|---|
| | | | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G |
| P0 | 7W | T1S | 636 | 92 | 0 | 0 | 0 | 666 | 97 | 0 | 0 | 0 | 699 | 101 | 0 | 0 | 1 | 691 | 100 | 0 | 0 | 1 | 712 | 47 | 0 | 0 | 1 |
| | | T2M | 662 | 96 | 0 | 0 | 0 | 693 | 101 | 0 | 0 | 0 | 728 | 106 | 0 | 0 | 0 | 719 | 104 | 0 | 0 | 0 | 741 | 48 | 0 | 0 | 0 |
| | | T3M | 662 | 96 | 0 | 0 | 0 | 693 | 101 | 0 | 0 | 0 | 728 | 106 | 0 | 0 | 0 | 719 | 104 | 0 | 0 | 0 | 741 | 48 | 0 | 0 | 0 |
| | | T4M | 648 | 94 | 0 | 0 | 0 | 679 | 98 | 0 | 0 | 0 | 712 | 103 | 0 | 0 | 0 | 704 | 102 | 0 | 0 | 0 | 726 | 47 | 0 | 0 | 0 |
| | | TFTM | 652 | 95 | 0 | 0 | 0 | 683 | 99 | 0 | 0 | 0 | 717 | 104 | 0 | 0 | 0 | 708 | 103 | 0 | 0 | 0 | 730 | 48 | 0 | 0 | 1 |
| P1 | 11W | T1S | 1,105 | 99 | 0 | 0 | 1 | 1,157 | 104 | 0 | 0 | 1 | 1,215 | 109 | 0 | 0 | 1 | 1,200 | 107 | 0 | 0 | 1 | | | | | |
| | | T2M | 1,150 | 103 | 0 | 0 | 1 | 1,204 | 108 | 0 | 0 | 1 | 1,264 | 113 | 0 | 0 | 1 | 1,249 | 112 | 0 | 0 | 1 | | | | | |
| | | T3M | 1,150 | 103 | 0 | 0 | 1 | 1,205 | 108 | 0 | 0 | 1 | 1,265 | 113 | 0 | 0 | 1 | 1,250 | 112 | 0 | 0 | 1 | | | | | |
| | | T4M | 1,126 | 101 | 0 | 0 | 1 | 1,179 | 106 | 0 | 0 | 1 | 1,238 | 111 | 0 | 0 | 1 | 1,223 | 110 | 0 | 0 | 1 | | | | | |
| | | TFTM | 1,133 | 101 | 0 | 0 | 1 | 1,186 | 106 | 0 | 0 | 1 | 1,245 | 112 | 0 | 0 | 1 | 1,230 | 110 | 0 | 0 | 1 | | | | | |
| P2 | 19W | T1S | 1,801 | 95 | 1 | 0 | 1 | 1,886 | 99 | 1 | 0 | 1 | 1,981 | 104 | 1 | 0 | 1 | 1,957 | 103 | 1 | 0 | 1 | | | | | |
| | | T2M | 1,875 | 99 | 1 | 0 | 1 | 1,963 | 103 | 1 | 0 | 1 | 2,061 | 109 | 1 | 0 | 1 | 2,037 | 107 | 1 | 0 | 1 | | | | | |
| | | T3M | 1,876 | 99 | 1 | 0 | 1 | 1,964 | 103 | 1 | 0 | 1 | 2,062 | 109 | 1 | 0 | 1 | 2,038 | 107 | 1 | 0 | 1 | | | | | |
| | | T4M | 1,836 | 97 | 1 | 0 | 1 | 1,922 | 101 | 1 | 0 | 1 | 2,018 | 106 | 1 | 0 | 1 | 1,994 | 105 | 1 | 0 | 1 | | | | | |
| | | TFTM | 1,847 | 97 | 1 | 0 | 1 | 1,934 | 102 | 1 | 0 | 1 | 2,030 | 107 | 1 | 0 | 1 | 2,006 | 106 | 1 | 0 | 1 | | | | | |
| P3 | 32W | T1S | 2,809 | 87 | 1 | 0 | 1 | 2,942 | 92 | 1 | 0 | 1 | 3,089 | 96 | 1 | 0 | 1 | 3,052 | 95 | 1 | 0 | 1 | | | | | |
| | | T2M | 2,924 | 91 | 1 | 0 | 1 | 3,062 | 95 | 1 | 0 | 1 | 3,215 | 100 | 1 | 0 | 1 | 3,176 | 99 | 1 | 0 | 1 | | | | | |
| | | T3M | 2,925 | 91 | 1 | 0 | 1 | 3,063 | 95 | 1 | 0 | 1 | 3,216 | 100 | 1 | 0 | 1 | 3,177 | 99 | 1 | 0 | 1 | | | | | |
| | | T4M | 2,862 | 89 | 1 | 0 | 1 | 2,997 | 93 | 1 | 0 | 1 | 3,147 | 98 | 1 | 0 | 1 | 3,110 | 97 | 1 | 0 | 1 | | | | | |
| | | TFTM | 2,880 | 90 | 1 | 0 | 1 | 3,015 | 94 | 1 | 0 | 1 | 3,166 | 99 | 1 | 0 | 1 | 3,128 | 97 | 1 | 0 | 1 | | | | | |
| P4 | 47W | T1S | 3,729 | 80 | 1 | 0 | 1 | 3,904 | 84 | 1 | 0 | 1 | 4,099 | 88 | 1 | 0 | 1 | 4,051 | 87 | 1 | 0 | 1 | | | | | |
| | | T2M | 3,881 | 83 | 1 | 0 | 1 | 4,063 | 87 | 1 | 0 | 1 | 4,267 | 91 | 1 | 0 | 1 | 4,216 | 90 | 1 | 0 | 1 | | | | | |
| | | T3M | 3,882 | 83 | 1 | 0 | 1 | 4,065 | 87 | 1 | 0 | 1 | 4,268 | 91 | 1 | 0 | 1 | 4,217 | 90 | 1 | 0 | 1 | | | | | |
| | | T4M | 3,799 | 81 | 1 | 0 | 1 | 3,978 | 85 | 1 | 0 | 1 | 4,177 | 90 | 1 | 0 | 1 | 4,127 | 88 | 1 | 0 | 1 | | | | | |
| | | TFTM | 3,822 | 82 | 1 | 0 | 1 | 4,002 | 86 | 1 | 0 | 1 | 4,202 | 90 | 1 | 0 | 1 | 4,152 | 89 | 1 | 0 | 1 | | | | | |

| Performance Package | System Watts | Dist. Type | 27K (2700K, 70 CRI) | | | | | 30K (3000K, 70 CRI) | | | | | 40K (4000K, 70 CRI) | | | | | 50K (5000K, 70 CRI) | | | | | | | | | |
|---------------------|--------------|------------|---------------------|-----|---|---|---|---------------------|-----|---|---|---|---------------------|-----|---|---|---|---------------------|-----|---|---|---|--|--|--|--|--|
| | | | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | | | | | |
| P0 | 7W | T3M | 737 | 107 | 0 | 0 | 0 | 763 | 111 | 0 | 0 | 0 | 822 | 119 | 0 | 0 | 0 | 832 | 121 | 0 | 0 | 1 | | | | | |
| | | T4M | 721 | 105 | 0 | 0 | 0 | 746 | 108 | 0 | 0 | 0 | 804 | 117 | 0 | 0 | 1 | 814 | 118 | 0 | 0 | 1 | | | | | |
| P1 | 11W | T3M | 1,280 | 115 | 0 | 0 | 1 | 1,325 | 119 | 0 | 0 | 1 | 1,427 | 128 | 1 | 0 | 1 | 1,445 | 129 | 1 | 0 | 1 | | | | | |
| | | T4M | 1,253 | 112 | 0 | 0 | 1 | 1,297 | 116 | 0 | 0 | 1 | 1,397 | 125 | 0 | 0 | 1 | 1,415 | 127 | 0 | 0 | 1 | | | | | |
| P2 | 19W | T3M | 2,087 | 110 | 1 | 0 | 1 | 2,160 | 114 | 1 | 0 | 1 | 2,327 | 123 | 1 | 0 | 1 | 2,357 | 124 | 1 | 0 | 1 | | | | | |
| | | T4M | 2,042 | 108 | 1 | 0 | 1 | 2,114 | 111 | 1 | 0 | 1 | 2,278 | 120 | 1 | 0 | 1 | 2,306 | 121 | 1 | 0 | 1 | | | | | |
| P3 | 32W | T3M | 3,254 | 101 | 1 | 0 | 1 | 3,369 | 105 | 1 | 0 | 1 | 3,629 | 113 | 1 | 0 | 1 | 3,675 | 114 | 1 | 0 | 1 | | | | | |
| | | T4M | 3,185 | 99 | 1 | 0 | 1 | 3,297 | 103 | 1 | 0 | 1 | 3,552 | 111 | 1 | 0 | 1 | 3,597 | 112 | 1 | 0 | 1 | | | | | |
| P4 | 47W | T3M | 4,319 | 93 | 1 | 0 | 1 | 4,471 | 96 | 1 | 0 | 1 | 4,817 | 103 | 1 | 0 | 2 | 4,878 | 105 | 1 | 0 | 2 | | | | | |
| | | T4M | 4,227 | 91 | 1 | 0 | 1 | 4,376 | 94 | 1 | 0 | 2 | 4,714 | 101 | 1 | 0 | 2 | 4,774 | 102 | 1 | 0 | 2 | | | | | |



Electrical Load

| Performance Package | System Watts | Current (A) | | | | | |
|---------------------|--------------|-------------|--------|--------|--------|--------|--------|
| | | 120Vac | 208Vac | 240Vac | 277Vac | 347Vac | 480Vac |
| P0 | 7.0 | 0.061 | 0.042 | 0.04 | 0.039 | -- | -- |
| | 9.0 | -- | -- | -- | -- | 0.031 | 0.021 |
| P1 | 11.0 | 0.100 | 0.064 | 0.059 | 0.054 | -- | -- |
| | 14.1 | -- | -- | -- | -- | 0.046 | 0.031 |
| P2 | 19.0 | 0.168 | 0.106 | 0.095 | 0.083 | -- | -- |
| | 22.8 | -- | -- | -- | -- | 0.067 | 0.050 |
| P3 | 32.0 | 0.284 | 0.163 | 0.144 | 0.131 | -- | -- |
| | 37.1 | -- | -- | -- | -- | 0.107 | 0.079 |
| P4 | 47.0 | 0.412 | 0.234 | 0.207 | 0.185 | -- | -- |
| | 53.5 | -- | -- | -- | -- | 0.153 | 0.112 |

Lumen Output in Emergency Mode (4000K, 80 CRI, T3M)

| Option | Lumens |
|--------|--------|
| E10WH | 1,358 |
| E20WC | 2,230 |

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

| Ambient | | Lumen Multiplier |
|---------|-------|------------------|
| 0°C | 32°F | 1.03 |
| 10°C | 50°F | 1.02 |
| 20°C | 68°F | 1.01 |
| 25°C | 77°F | 1.00 |
| 30°C | 86°F | 0.99 |
| 40°C | 104°F | 0.97 |

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

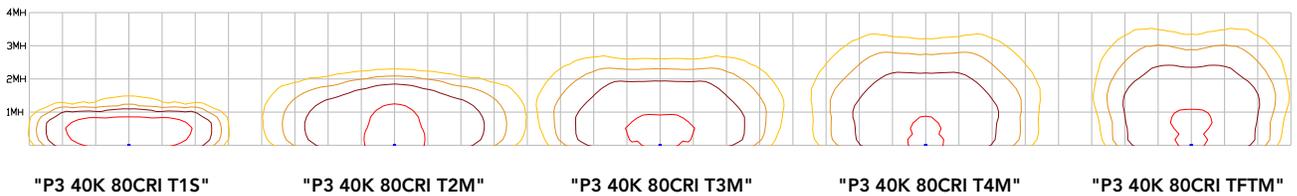
| Operating Hours | 0 | 25,000 | 50,000 | 100,000 |
|--------------------------|-----|--------|--------|---------|
| Lumen Maintenance Factor | 1.0 | >0.96 | >0.93 | >0.87 |

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting WDG2 LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.

LEGEND

- 0.25 fc
- 0.5 fc
- 1.0 fc
- 3.0 fc



MH = 10ft
Grid = 10ft x 10ft

Emergency Egress Options

Emergency Battery Backup

The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90minutes.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

Motion/Ambient Sensor (PIR, PIRH)

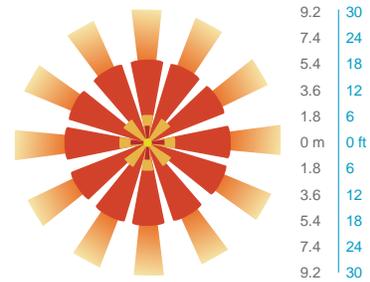
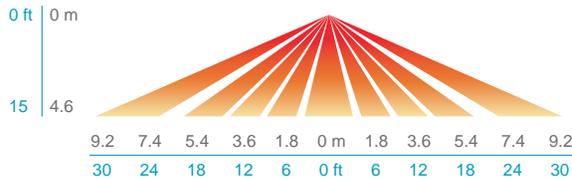
Motion/Ambient sensor (Sensor Switch MSOD) is integrated into the the luminaire. The sensor provides both Motion and Daylight based dimming of the luminaire. For motion detection, the sensor utilizes 100% Digital Passive Infrared (PIR) technology that is tuned for walking size motion while preventing false tripping from the environment. The integrated photocell enables additional energy savings during daytime periods when there is sufficient daylight. Optimize sensor coverage by either selecting PIR or PIRH option. PIR option comes with a sensor lens that is optimized to provide maximum coverage for mounting heights between 8-15ft, while PIRH is optimized for 15-40ft mounting height.

Networked Control (NLTAIR2)

nLight® AIR is a wireless lighting controls platform that allows for seamless integration of both indoor and outdoor luminaires. Five-tier security architecture, 900 MHz wireless communication and app (CLAIRITY™ Pro) based configurability combined together make nLight® AIR a secure, reliable and easy to use platform.

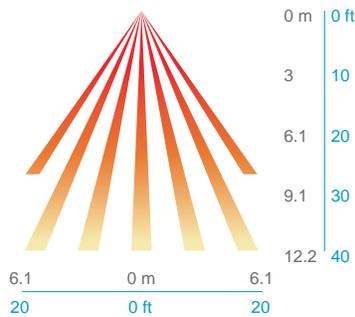
PIR

HIGH VIEW

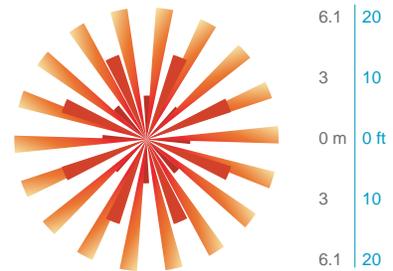


PIRH

SIDE VIEW



TOP VIEW



| Option | Dim Level | High Level (when triggered) | Photocell Operation | Motion Time Delay | Ramp-down Time | Ramp-up Time |
|--|---|-----------------------------|---------------------|-------------------|----------------|--------------------------------------|
| PIR or PIRH | Motion - 3V (37% of full output) Photocell - 0V (turned off) | 10V (100% output) | Enabled @ 5fc | 5 min | 5 min | Motion - 3 sec Photocell - 45 sec |
| PIR1FC3V, PIRH1FC3V | Motion - 3V (37% of full output) Photocell - 0V (turned off) | 10V (100% output) | Enabled @ 1fc | 5 min | 5 min | Motion - 3 sec Photocell - 45 sec |
| NLTAIR2 PIR, NLTAIR2 PIRH (out of box) | Motion - 3V (37% of full output) Photocell - 0V (turned off) | 10V (100% output) | Enabled @ 5fc | 7.5 min | 5 min | Motion - 3 sec Photocell - 45 sec |



Motion/Ambient Sensor

D = 7"
 H = 9" (Standalone controls)
 11" (nLight AIR controls, 2" antenna will be pointing down behind the sensor)
 W = 11.5"



PBBW – Surface-Mounted Back Box Use when there is no junction box available.

D = 1.75"
 H = 9"
 W = 11.5"



AWS – 3/8inch Architectural Wall Spacer

D = 0.38"
 H = 4.4"
 W = 7.5"

FEATURES & SPECIFICATIONS

INTENDED USE

Common architectural look, with clean rectilinear shape, of the WDGE LED was designed to blend with any type of construction, whether it be tilt-up, frame or brick. Applications include commercial offices, warehouses, hospitals, schools, malls, restaurants, and other commercial buildings.

CONSTRUCTION

The single-piece die-cast aluminum housing integrates secondary heat sinks to optimize thermal transfer from the internal light engine heat sinks and promote long life. The driver is mounted in direct contact with the casting for a low operating temperature and long life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP66 rating for the luminaire.

FINISH

Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS

Individually formed acrylic lenses are engineered for superior application efficiency which maximizes the light in the areas where it is most needed. The WDGE LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine consists of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L91/100,000 hours at 25°C). The electronic driver has a power factor of >90%, THD <20%. Luminaire comes with built in 6kV surge protection, which meets a minimum Category C low exposure (per ANSI/IEEE C62.41.2). Fixture ships standard with 0-10v dimmable driver.

INSTALLATION

A universal mounting plate with integral mounting support arms allows the fixture to hinge down for easy access while making wiring connections. The 3/8" Architectural Wall Spacer (AWS) can be used to create a floating appearance or to accommodate small imperfections in the wall surface. The ICW option can be used to mount the luminaire inverted for indirect lighting in dry and damp locations. Design can withstand up to a 1.5 G vibration load rating per ANSI C136.31.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. PIR options are rated for wet location. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 2700K and 3000K color temperature only and SRM mounting only.

BUY AMERICAN ACT

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations.

Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



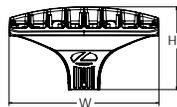
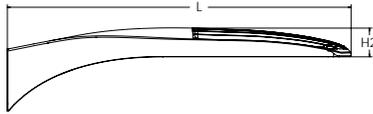
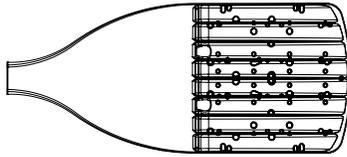
D-Series Size 1 LED Area Luminaire



d#series

Specifications

| | |
|-------------------|--|
| EPA: | 0.69 ft ² (0.06 m ²) |
| Length: | 32.71" (83.1 cm) |
| Width: | 14.26" (36.2 cm) |
| Height H1: | 7.88" (20.0 cm) |
| Height H2: | 2.73" (6.9 cm) |
| Weight: | 34 lbs (15.4 kg) |



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

| Series | LEDs | Color temperature ² | Color Rendering Index ² | Distribution | Voltage | Mounting | |
|----------|--|---|---|---|---|--|--|
| DSX1 LED | Forward optics P1 P6 P2 P7 P3 P8 P4 P9 P5 Rotated optics P10 ¹ P12 ¹ P11 ¹ P13 ¹ | (this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K | 70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI | AFR Automotive front row T1S Type I short T2M Type II medium T3M Type III medium T3LG Type III low glare ³ T4M Type IV medium T4LG Type IV low glare ³ TFTM Forward throw medium | T5M Type V medium T5LG Type V low glare T5W Type V wide BLC3 Type III backlight control ³ BLC4 Type IV backlight control ³ LCCO Left corner cutoff ³ RCCO Right corner cutoff ³ | MVOLT (120V-277V) ⁴ HVOLT (347V-480V) ^{5,6} XVOLT (277V - 480V) ^{7,8} 120 ^{16,26} 208 ^{16,26} 240 ^{16,26} 277 ^{16,26} 347 ^{16,26} 480 ^{16,26} | Shipped included SPA Square pole mounting (#8 drilling) RPA Round pole mounting (#8 drilling) SPA5 Square pole mounting #5 drilling ⁹ RPA5 Round pole mounting #5 drilling ⁹ SPA8N Square narrow pole mounting #8 drilling WBA Wall bracket ¹⁰ MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon) |

| Control options | Other options | Finish (required) |
|---|---|---|
| Shipped installed NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ^{1,12,20,21} PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ^{13,20,21} PER NEMA twist-lock receptacle only (controls ordered separately) ¹⁴ PER5 Five-pin receptacle only (controls ordered separate) ^{14,21} | PER7 Seven-pin receptacle only (controls ordered separate) ^{14,21} FAO Field adjustable output ^{15,21} BL30 Bi-level switched dimming, 30% ^{16,21} BL50 Bi-level switched dimming, 50% ^{16,21} DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) ¹⁷ DS Dual switching ^{18,19,21} | Shipped installed SPD20KV 20KV surge protection HS Houseside shield (black finish standard) ²² L90 Left rotated optics ¹ R90 Right rotated optics ¹ CCE Coastal Construction ²³ HA 50°C ambient operation ²⁴ BAA Buy America(n) Act Compliant SF Single fuse (120, 277, 347V) ²⁶ DF Double fuse (208, 240, 480V) ²⁶ Shipped separately EGSR External Glare Shield (reversible, field install required, matches housing finish) BSDB Bird Spikes (field install required) |
| | | DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white |



Ordering Information

Accessories

Ordered and shipped separately.

| | |
|--------------------|---|
| DLL127F 1.5 JU | Photocell - SSL twist-lock (120-277V) ²⁵ |
| DLL347F 1.5 CUL JU | Photocell - SSL twist-lock (347V) ²⁵ |
| DLL480F 1.5 CUL JU | Photocell - SSL twist-lock (480V) ²⁵ |
| DSHORT SBK | Shorting cap ²⁵ |
| DSX1HS P# | House-side shield (enter package number 1-13 in place of #) |
| DSXRPA (FINISH) | Round pole adapter (#8 drilling, specify finish) |
| DSXSPA5 (FINISH) | Square pole adapter #5 drilling (specify finish) |
| DSXRPA5 (FINISH) | Round pole adapter #5 drilling (specify finish) |
| DSX1EGSR (FINISH) | External glare shield (specify finish) |
| DSX1BSDB (FINISH) | Bird spike deterrent bracket (specify finish) |

NOTES

- Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
- 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
- T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- HVOLT not available with package P1 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
- XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
- XVOLT not available in packages P1 or P10. XVOLT not available with fusing (SF or DF).
- SPA5 and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
- WBA cannot be combined with Type 5 distributions plus photocell (PER).
- NLTAIR2 and PIRHN must be ordered together. For more information on nLight AIR2 visit this [link](#).
- NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50, DMG and DS. NLTAIR2 PIRHN not available with P1 and P10 using HVOLT. NLTAIR2 PIRHN not available with P1 and P10 using XVOLT.
- PIR not available with NLTAIR2 PIRHN, PER, PER5, PER7, FAO BL30, BL50, DMG and DS. PIR not available with P1 and P10 using HVOLT. PIR not available with P1 and P10 using XVOLT.
- PER/PER5/PER7 not available with NLTAIR2 PIRHN, PIR, BL30, BL50, FAO, DMG and DS. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, DMG and DS.
- BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO, DMG and DS. BL30 or BL50 must specify 120, 277 or 347V. Consult tech support for 208, 240 or 480V.
- DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50, FAO and DS.
- DS not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50, FAO and DMG.
- DS requires (2) separately switched circuits. DS provides 50/50 fixture operation via (2) different sets of leads using (2) drivers. DS only available with packages P8, P9, P10, P11, P12 and P13.
- Reference Motion Sensor Default Settings table on page 4 to see functionality.
- Reference Controls Options table on page 4.
- HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- CCE option not available with option BS and EGSR. Contact Technical Support for availability.
- Option HA not available with performance packages P4, P5, P7, P8, P9 and P13.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

Shield Accessories



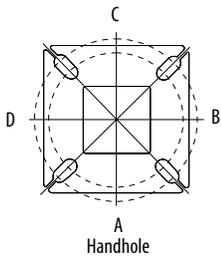
External Glare Shield (EGSR)



House Side Shield (HS)

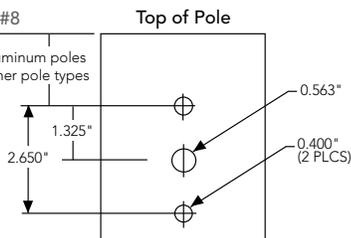
Drilling

HANDHOLE ORIENTATION



Template #8

1.75" for aluminum poles
2.75" for other pole types



Tenon Mounting Slipfitter

| Tenon O.D. | Mounting | Single Unit | 2 @ 180 | 2 @ 90 | 3 @ 90 | 3 @ 120 | 4 @ 90 |
|------------|----------|-------------|-----------|-----------|-----------|-----------|-----------|
| 2-3/8" | RPA | AS3-5 190 | AS3-5 280 | AS3-5 290 | AS3-5 390 | AS3-5 320 | AS3-5 490 |
| 2-7/8" | RPA | AST25-190 | AST25-280 | AST25-290 | AST25-390 | AST25-320 | AST25-490 |
| 4" | RPA | AST35-190 | AST35-280 | AST35-290 | AST35-390 | AST35-320 | AST35-490 |

| Mounting Option | Drilling Template | Single | 2 @ 180 | 2 @ 90 | 3 @ 90 | 3 @ 120 | 4 @ 90 |
|--|-------------------|--------|------------|------------|---------------|-----------------|------------------|
| Head Location | | Side B | Side B & D | Side B & C | Side B, C & D | Round Pole Only | Side A, B, C & D |
| Drill Nomenclature | #8 | DM19AS | DM28AS | DM29AS | DM39AS | DM32AS | DM49AS |
| Minimum Acceptable Outside Pole Dimension | | | | | | | |
| SPA | #8 | 3.5" | 3.5" | 3.5" | 3.5" | | 3.5" |
| RPA | #8 | 3" | 3" | 3" | 3" | 3" | 3" |
| SPA5 | #5 | 3" | 3" | 3" | 3" | | 3" |
| RPA5 | #5 | 3" | 3" | 3" | 3" | 3" | 3" |
| SPA8N | #8 | 3" | 3" | 3" | 3" | | 3" |

DSX1 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

| Fixture Quantity & Mounting Configuration | Single DM19 | 2 @ 180 DM28 | 2 @ 90 DM29 | 3 @ 90 DM39 | 3 @ 120 DM32 | 4 @ 90 DM49 |
|---|-------------|--------------|-------------|-------------|--------------|-------------|
| Mounting Type | | | | | | |
| DSX1 with SPA | 0.69 | 1.38 | 1.23 | 1.54 | --- | 1.58 |
| DSX1 with SPA5, SPA8N | 0.70 | 1.40 | 1.30 | 1.66 | --- | 1.68 |
| DSX1 with RPA, RPA5 | 0.70 | 1.40 | 1.30 | 1.66 | 1.60 | 1.68 |
| DSX1 with MA | 0.83 | 1.66 | 1.50 | 2.09 | 2.09 | 2.09 |

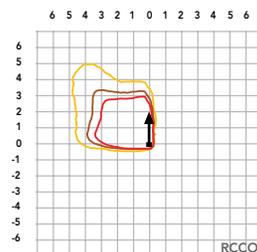
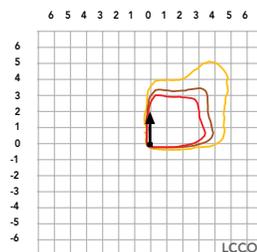
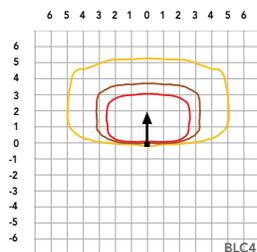
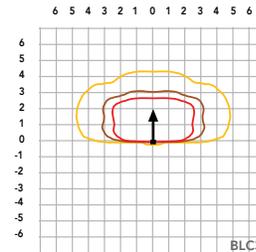
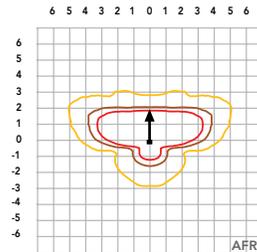
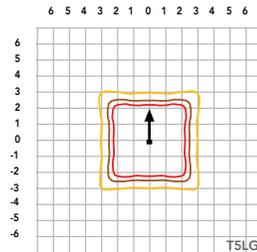
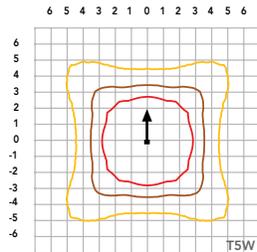
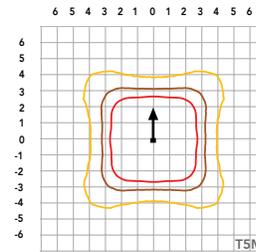
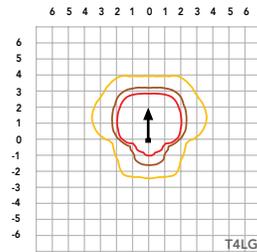
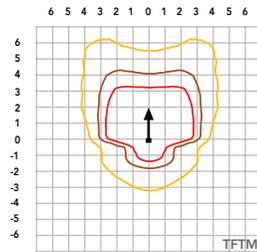
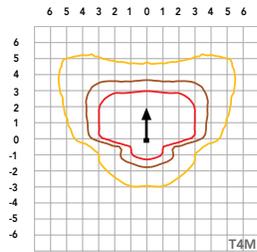
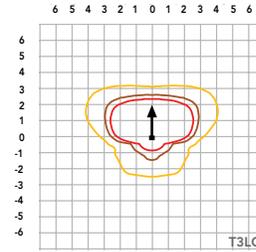
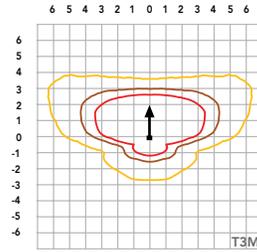
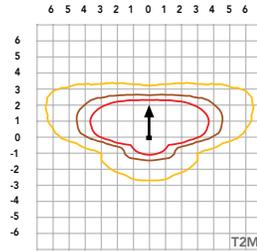
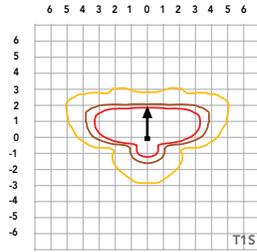
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [homepage](#).

Isofootcandle plots for the DSX1 LED P9 40K 70CRI. Distances are in units of mounting height (25').

LEGEND

- 0.1 fc
- 0.5 fc
- 1.0 fc



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

| Ambient | | Lumen Multiplier |
|-------------|-------------|------------------|
| 0°C | 32°F | 1.04 |
| 5°C | 41°F | 1.04 |
| 10°C | 50°F | 1.03 |
| 15°C | 59°F | 1.02 |
| 20°C | 68°F | 1.01 |
| 25°C | 77°C | 1.00 |
| 30°C | 86°F | 0.99 |
| 35°C | 95°F | 0.98 |
| 40°C | 104°F | 0.97 |

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Operating Hours | Lumen Maintenance Factor |
|-----------------|--------------------------|
| 0 | 1.00 |
| 25,000 | 0.95 |
| 50,000 | 0.90 |
| 100,000 | 0.81 |

FAO Dimming Settings

| FAO Position | % Wattage | % Lumen Output |
|--------------|-----------|----------------|
| 8 | 100% | 100% |
| 7 | 93% | 95% |
| 6 | 80% | 85% |
| 5 | 66% | 73% |
| 4 | 54% | 61% |
| 3 | 41% | 49% |
| 2 | 29% | 36% |
| 1 | 15% | 20% |

*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use maximum published values by package listed on specification sheet (input watts and lumens by optic type).

Electrical Load

| | Performance Package | LED Count | Drive Current (mA) | Wattage | Current (A) | | | | | |
|--------------------------------------|---------------------|-----------|--------------------|---------|-------------|------|------|------|------|------|
| | | | | | 120V | 208V | 240V | 277V | 347V | 480V |
| Forward Optics (Non-Rotated) | P1 | 30 | 530 | 51 | 0.42 | 0.24 | 0.21 | 0.18 | 0.15 | 0.11 |
| | P2 | 30 | 700 | 68 | 0.56 | 0.33 | 0.28 | 0.24 | 0.20 | 0.14 |
| | P3 | 30 | 1050 | 104 | 0.85 | 0.49 | 0.43 | 0.37 | 0.29 | 0.21 |
| | P4 | 30 | 1250 | 125 | 1.03 | 0.60 | 0.52 | 0.45 | 0.36 | 0.26 |
| | P5 | 30 | 1400 | 142 | 1.15 | 0.66 | 0.58 | 0.50 | 0.40 | 0.29 |
| | P6 | 40 | 1250 | 167 | 1.38 | 0.79 | 0.69 | 0.60 | 0.48 | 0.34 |
| | P7 | 40 | 1400 | 188 | 1.54 | 0.89 | 0.77 | 0.67 | 0.53 | 0.38 |
| | P8 | 60 | 1100 | 216 | 1.80 | 1.04 | 0.90 | 0.78 | 0.62 | 0.45 |
| | P9 | 60 | 1400 | 279 | 2.31 | 1.33 | 1.15 | 1.00 | 0.80 | 0.58 |
| Rotated Optics (Requires L90 or R90) | P10 | 60 | 530 | 101 | 0.84 | 0.49 | 0.42 | 0.37 | 0.29 | 0.21 |
| | P11 | 60 | 700 | 135 | 1.12 | 0.65 | 0.56 | 0.49 | 0.39 | 0.28 |
| | P12 | 60 | 1050 | 206 | 1.72 | 0.99 | 0.86 | 0.74 | 0.59 | 0.43 |
| | P13 | 60 | 1400 | 279 | 2.30 | 1.33 | 1.15 | 1.00 | 0.79 | 0.57 |

LED Color Temperature / Color Rendering Multipliers

| | 70 CRI | | 80CRI | | 90CRI | |
|-------|------------------|--------------|------------------|--------------------|------------------|--------------|
| | Lumen Multiplier | Availability | Lumen Multiplier | Availability | Lumen Multiplier | Availability |
| 5000K | 102% | Standard | 92% | Extended lead-time | 71% | (see note) |
| 4000K | 100% | Standard | 92% | Extended lead-time | 67% | (see note) |
| 3500K | 100% | (see note) | 90% | Extended lead-time | 63% | (see note) |
| 3000K | 96% | Standard | 87% | Extended lead-time | 61% | (see note) |
| 2700K | 94% | (see note) | 85% | Extended lead-time | 57% | (see note) |

Note: Some LED types are available as per special request. Contact Technical Support for more information.

Motion Sensor Default Settings

| Option | Unoccupied Dimmed Level | High Level (when occupied) | Photocell Operation | Dwell Time | Ramp-up Time | Dimming Fade Rate |
|---------------|-------------------------|----------------------------|---------------------|------------|--------------|-------------------|
| PIR | 30% | 100% | Enabled @ 2FC | 7.5 min | 3 sec | 5 min |
| NLTAIR2 PIRHN | 30% | 100% | Enabled @ 2FC | 7.5 min | 3 sec | 5 min |

Controls Options

| Nomenclature | Description | Functionality | Primary control device | Notes |
|----------------------------|---|--|---|---|
| FAO | Field adjustable output device installed inside the luminaire; wired to the driver dimming leads. | Allows the luminaire to be manually dimmed, effectively trimming the light output. | FAO device | Cannot be used with other controls options that need the 0-10V leads |
| DS (not available on DSX0) | Drivers wired independently for 50/50 luminaire operation | The luminaire is wired to two separate circuits, allowing for 50/50 operation. | Independently wired drivers | Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative. |
| PERS or PER7 | Twist-lock photocell receptacle | Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals. | Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM. | Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire. Cannot be used with other controls options that need the 0-10V leads. |
| PIR | Motion sensor with integral photocell. Sensor suitable for 8' to 40' mounting height. | Luminaires dim when no occupancy is detected. | Acuity Controls rSBG | Cannot be used with other controls options that need the 0-10V leads. |
| NLTAIR2 PIRHN | nLight AIR enabled luminaire for motion sensing, photocell and wireless communication. | Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Elypse. | nLight Air rSBG | nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app. Cannot be used with other controls options that need the 0-10V leads. |
| BL30 or BL50 | Integrated bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output | BLC device provides input to 0-10V dimming leads on all drivers providing either 100% or dimmed (30% or 50%) control by a secondary circuit | BLC UVOLT1 | BLC device is powered off the 0-10V dimming leads, thus can be used with any input voltage from 120 to 480V |

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

| Forward Optics | | | | | | | | | | | | | | | | | | | |
|---------------------|--------------|-----------|--------------------|-------------------|-----------------|----|-----|-----|--------|-----------------|---|---|-----|--------|-----------------|---|---|-----|--------|
| Performance Package | System Watts | LED Count | Drive Current (mA) | Distribution Type | 30K | | | | | 40K | | | | | 50K | | | | |
| | | | | | (3000K, 70 CRI) | | | | | (4000K, 70 CRI) | | | | | (5000K, 70 CRI) | | | | |
| | | | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| P1 | 51W | 30 | 530 | T1S | 7,776 | 1 | 0 | 2 | 153 | 8,104 | 1 | 0 | 2 | 159 | 8,262 | 1 | 0 | 2 | 162 |
| | | | | T2M | 7,203 | 1 | 0 | 3 | 142 | 7,507 | 2 | 0 | 3 | 147 | 7,653 | 2 | 0 | 3 | 150 |
| | | | | T3M | 7,287 | 1 | 0 | 3 | 143 | 7,594 | 1 | 0 | 3 | 149 | 7,742 | 1 | 0 | 3 | 152 |
| | | | | T3LG | 6,509 | 1 | 0 | 1 | 128 | 6,783 | 1 | 0 | 1 | 133 | 6,916 | 1 | 0 | 1 | 136 |
| | | | | T4M | 7,395 | 1 | 0 | 3 | 145 | 7,707 | 1 | 0 | 3 | 151 | 7,857 | 1 | 0 | 3 | 154 |
| | | | | T4LG | 6,726 | 1 | 0 | 1 | 132 | 7,010 | 1 | 0 | 1 | 138 | 7,146 | 1 | 0 | 1 | 140 |
| | | | | TFTM | 7,446 | 1 | 0 | 3 | 146 | 7,760 | 1 | 0 | 3 | 152 | 7,912 | 1 | 0 | 3 | 155 |
| | | | | T5M | 7,609 | 3 | 0 | 2 | 149 | 7,930 | 3 | 0 | 2 | 156 | 8,084 | 3 | 0 | 2 | 159 |
| | | | | T5W | 7,732 | 3 | 0 | 2 | 152 | 8,058 | 4 | 0 | 2 | 158 | 8,215 | 4 | 0 | 2 | 161 |
| | | | | T5LG | 7,631 | 3 | 0 | 1 | 150 | 7,953 | 3 | 0 | 1 | 156 | 8,108 | 3 | 0 | 1 | 159 |
| | | | | BLC3 | 5,300 | 0 | 0 | 2 | 104 | 5,524 | 0 | 0 | 2 | 109 | 5,631 | 0 | 0 | 2 | 111 |
| | | | | BLC4 | 5,474 | 0 | 0 | 3 | 108 | 5,705 | 0 | 0 | 3 | 112 | 5,816 | 0 | 0 | 3 | 114 |
| | | | | RCCO | 5,348 | 0 | 0 | 2 | 105 | 5,573 | 0 | 0 | 2 | 109 | 5,682 | 0 | 0 | 2 | 112 |
| | | | | LCCO | 5,348 | 0 | 0 | 2 | 105 | 5,573 | 0 | 0 | 2 | 109 | 5,682 | 0 | 0 | 2 | 112 |
| | | | | AFR | 7,776 | 1 | 0 | 2 | 153 | 8,104 | 1 | 0 | 2 | 159 | 8,262 | 1 | 0 | 2 | 162 |
| | | | | P2 | 68W | 30 | 700 | T1S | 9,997 | 1 | 0 | 2 | 147 | 10,418 | 1 | 0 | 2 | 154 | 10,621 |
| T2M | 9,260 | 2 | 0 | | | | | 3 | 137 | 9,651 | 2 | 0 | 3 | 142 | 9,839 | 2 | 0 | 3 | 145 |
| T3M | 9,368 | 2 | 0 | | | | | 3 | 138 | 9,763 | 2 | 0 | 3 | 144 | 9,953 | 2 | 0 | 3 | 147 |
| T3LG | 8,368 | 1 | 0 | | | | | 2 | 123 | 8,721 | 1 | 0 | 2 | 129 | 8,891 | 1 | 0 | 2 | 131 |
| T4M | 9,507 | 2 | 0 | | | | | 3 | 140 | 9,909 | 2 | 0 | 3 | 146 | 10,102 | 2 | 0 | 3 | 149 |
| T4LG | 8,647 | 1 | 0 | | | | | 2 | 128 | 9,012 | 1 | 0 | 2 | 133 | 9,187 | 1 | 0 | 2 | 136 |
| TFTM | 9,573 | 2 | 0 | | | | | 3 | 141 | 9,977 | 2 | 0 | 3 | 147 | 10,172 | 2 | 0 | 3 | 150 |
| T5M | 9,782 | 4 | 0 | | | | | 2 | 144 | 10,195 | 4 | 0 | 2 | 150 | 10,393 | 4 | 0 | 2 | 153 |
| T5W | 9,940 | 4 | 0 | | | | | 2 | 147 | 10,360 | 4 | 0 | 2 | 153 | 10,562 | 4 | 0 | 2 | 156 |
| T5LG | 9,810 | 3 | 0 | | | | | 1 | 145 | 10,224 | 3 | 0 | 1 | 151 | 10,423 | 3 | 0 | 1 | 154 |
| BLC3 | 6,814 | 0 | 0 | | | | | 2 | 101 | 7,101 | 0 | 0 | 2 | 105 | 7,240 | 0 | 0 | 2 | 107 |
| BLC4 | 7,038 | 0 | 0 | | | | | 3 | 104 | 7,334 | 0 | 0 | 3 | 108 | 7,477 | 0 | 0 | 3 | 110 |
| RCCO | 6,875 | 1 | 0 | | | | | 2 | 101 | 7,165 | 1 | 0 | 2 | 106 | 7,305 | 1 | 0 | 2 | 108 |
| LCCO | 6,875 | 1 | 0 | | | | | 2 | 101 | 7,165 | 1 | 0 | 2 | 106 | 7,305 | 1 | 0 | 2 | 108 |
| AFR | 9,997 | 1 | 0 | | | | | 2 | 147 | 10,418 | 1 | 0 | 2 | 154 | 10,621 | 1 | 0 | 2 | 157 |
| P3 | 102W | 30 | 1050 | | | | | T1S | 14,093 | 2 | 0 | 2 | 138 | 14,687 | 2 | 0 | 2 | 144 | 14,973 |
| | | | | T2M | 13,055 | 2 | 0 | 3 | 128 | 13,605 | 2 | 0 | 3 | 133 | 13,871 | 2 | 0 | 3 | 136 |
| | | | | T3M | 13,206 | 2 | 0 | 4 | 129 | 13,763 | 2 | 0 | 4 | 135 | 14,031 | 2 | 0 | 4 | 137 |
| | | | | T3LG | 11,797 | 2 | 0 | 2 | 115 | 12,294 | 2 | 0 | 2 | 120 | 12,534 | 2 | 0 | 2 | 123 |
| | | | | T4M | 13,403 | 2 | 0 | 4 | 131 | 13,968 | 2 | 0 | 4 | 137 | 14,241 | 2 | 0 | 4 | 139 |
| | | | | T4LG | 12,190 | 2 | 0 | 2 | 119 | 12,704 | 2 | 0 | 2 | 124 | 12,952 | 2 | 0 | 2 | 127 |
| | | | | TFTM | 13,496 | 2 | 0 | 4 | 132 | 14,065 | 2 | 0 | 4 | 138 | 14,339 | 2 | 0 | 4 | 140 |
| | | | | T5M | 13,790 | 4 | 0 | 2 | 135 | 14,371 | 4 | 0 | 2 | 141 | 14,652 | 4 | 0 | 2 | 143 |
| | | | | T5W | 14,013 | 4 | 0 | 3 | 137 | 14,605 | 4 | 0 | 3 | 143 | 14,889 | 4 | 0 | 3 | 146 |
| | | | | T5LG | 13,830 | 3 | 0 | 2 | 135 | 14,413 | 3 | 0 | 2 | 141 | 14,694 | 3 | 0 | 2 | 144 |
| | | | | BLC3 | 9,606 | 0 | 0 | 2 | 94 | 10,011 | 0 | 0 | 2 | 98 | 10,206 | 0 | 0 | 2 | 100 |
| | | | | BLC4 | 9,921 | 0 | 0 | 3 | 97 | 10,340 | 0 | 0 | 3 | 101 | 10,541 | 0 | 0 | 3 | 103 |
| | | | | RCCO | 9,692 | 1 | 0 | 2 | 95 | 10,101 | 1 | 0 | 2 | 99 | 10,298 | 1 | 0 | 2 | 101 |
| | | | | LCCO | 9,692 | 1 | 0 | 2 | 95 | 10,101 | 1 | 0 | 2 | 99 | 10,298 | 1 | 0 | 2 | 101 |
| | | | | AFR | 14,093 | 2 | 0 | 2 | 138 | 14,687 | 2 | 0 | 2 | 144 | 14,973 | 2 | 0 | 2 | 147 |

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics

| Performance Package | System Watts | LED Count | Drive Current (mA) | Distribution Type | 30K | | | | | 40K | | | | | 50K | | | | | | | | |
|---------------------|--------------|-----------|--------------------|-------------------|-----------------|----|------|-----|--------|-----------------|---|---|-----|--------|-----------------|---|---|-----|--------|---|---|---|-----|
| | | | | | (3000K, 70 CRI) | | | | | (4000K, 70 CRI) | | | | | (5000K, 70 CRI) | | | | | | | | |
| | | | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | | | | |
| P4 | 124W | 30 | 1250 | T1S | 16,416 | 2 | 0 | 3 | 132 | 17,109 | 2 | 0 | 3 | 138 | 17,442 | 2 | 0 | 3 | 141 | | | | |
| | | | | T2M | 15,207 | 3 | 0 | 4 | 123 | 15,849 | 3 | 0 | 4 | 128 | 16,158 | 3 | 0 | 4 | 130 | | | | |
| | | | | T3M | 15,383 | 2 | 0 | 4 | 124 | 16,032 | 2 | 0 | 4 | 129 | 16,345 | 2 | 0 | 4 | 132 | | | | |
| | | | | T3LG | 13,742 | 2 | 0 | 2 | 111 | 14,321 | 2 | 0 | 2 | 116 | 14,600 | 2 | 0 | 2 | 118 | | | | |
| | | | | T4M | 15,613 | 2 | 0 | 4 | 126 | 16,272 | 2 | 0 | 4 | 131 | 16,589 | 2 | 0 | 4 | 134 | | | | |
| | | | | T4LG | 14,200 | 2 | 0 | 2 | 115 | 14,799 | 2 | 0 | 2 | 119 | 15,087 | 2 | 0 | 2 | 122 | | | | |
| | | | | TFTM | 15,721 | 2 | 0 | 4 | 127 | 16,384 | 2 | 0 | 4 | 132 | 16,703 | 2 | 0 | 4 | 135 | | | | |
| | | | | T5M | 16,063 | 4 | 0 | 2 | 130 | 16,741 | 4 | 0 | 2 | 135 | 17,067 | 4 | 0 | 2 | 138 | | | | |
| | | | | T5W | 16,324 | 5 | 0 | 3 | 132 | 17,013 | 5 | 0 | 3 | 137 | 17,344 | 5 | 0 | 3 | 140 | | | | |
| | | | | T5LG | 16,110 | 3 | 0 | 2 | 130 | 16,790 | 4 | 0 | 2 | 135 | 17,117 | 4 | 0 | 2 | 138 | | | | |
| | | | | BLC3 | 11,190 | 0 | 0 | 3 | 90 | 11,662 | 0 | 0 | 3 | 94 | 11,889 | 0 | 0 | 3 | 96 | | | | |
| | | | | BLC4 | 11,557 | 0 | 0 | 3 | 93 | 12,044 | 0 | 0 | 3 | 97 | 12,279 | 0 | 0 | 4 | 99 | | | | |
| | | | | RCCO | 11,291 | 1 | 0 | 3 | 91 | 11,767 | 1 | 0 | 3 | 95 | 11,996 | 1 | 0 | 3 | 97 | | | | |
| | | | | LCCO | 11,291 | 1 | 0 | 3 | 91 | 11,767 | 1 | 0 | 3 | 95 | 11,996 | 1 | 0 | 3 | 97 | | | | |
| | | | | AFR | 16,416 | 2 | 0 | 3 | 132 | 17,109 | 2 | 0 | 3 | 138 | 17,442 | 2 | 0 | 3 | 141 | | | | |
| | | | | P5 | 138W | 30 | 1400 | T1S | 18,052 | 2 | 0 | 3 | 131 | 18,814 | 2 | 0 | 3 | 136 | 19,180 | 2 | 0 | 3 | 139 |
| | | | | | | | | T2M | 16,723 | 3 | 0 | 4 | 121 | 17,428 | 3 | 0 | 4 | 126 | 17,768 | 3 | 0 | 4 | 129 |
| T3M | 16,917 | 3 | 0 | | | | | 4 | 122 | 17,630 | 3 | 0 | 4 | 128 | 17,974 | 3 | 0 | 4 | 130 | | | | |
| T3LG | 15,111 | 2 | 0 | | | | | 2 | 109 | 15,749 | 2 | 0 | 2 | 114 | 16,055 | 2 | 0 | 2 | 116 | | | | |
| T4M | 17,169 | 3 | 0 | | | | | 5 | 124 | 17,893 | 3 | 0 | 5 | 130 | 18,242 | 3 | 0 | 5 | 132 | | | | |
| T4LG | 15,615 | 2 | 0 | | | | | 2 | 113 | 16,274 | 2 | 0 | 2 | 118 | 16,591 | 2 | 0 | 2 | 120 | | | | |
| TFTM | 17,288 | 2 | 0 | | | | | 4 | 125 | 18,017 | 2 | 0 | 5 | 130 | 18,368 | 3 | 0 | 5 | 133 | | | | |
| T5M | 17,664 | 5 | 0 | | | | | 3 | 128 | 18,410 | 5 | 0 | 3 | 133 | 18,768 | 5 | 0 | 3 | 136 | | | | |
| T5W | 17,951 | 5 | 0 | | | | | 3 | 130 | 18,708 | 5 | 0 | 3 | 135 | 19,073 | 5 | 0 | 3 | 138 | | | | |
| T5LG | 17,716 | 4 | 0 | | | | | 2 | 128 | 18,463 | 4 | 0 | 2 | 134 | 18,823 | 4 | 0 | 2 | 136 | | | | |
| BLC3 | 12,305 | 0 | 0 | | | | | 3 | 89 | 12,824 | 0 | 0 | 3 | 93 | 13,074 | 0 | 0 | 3 | 95 | | | | |
| BLC4 | 12,709 | 0 | 0 | | | | | 4 | 92 | 13,245 | 0 | 0 | 4 | 96 | 13,503 | 0 | 0 | 4 | 98 | | | | |
| RCCO | 12,416 | 1 | 0 | | | | | 3 | 90 | 12,940 | 1 | 0 | 3 | 94 | 13,192 | 1 | 0 | 3 | 95 | | | | |
| LCCO | 12,416 | 1 | 0 | | | | | 3 | 90 | 12,940 | 1 | 0 | 3 | 94 | 13,192 | 1 | 0 | 3 | 95 | | | | |
| AFR | 18,052 | 2 | 0 | | | | | 3 | 131 | 18,814 | 2 | 0 | 3 | 136 | 19,180 | 2 | 0 | 3 | 139 | | | | |
| P6 | 165W | 40 | 1250 | | | | | T1S | 21,031 | 2 | 0 | 3 | 127 | 21,918 | 2 | 0 | 3 | 133 | 22,345 | 2 | 0 | 3 | 135 |
| | | | | | | | | T2M | 19,482 | 3 | 0 | 4 | 118 | 20,303 | 3 | 0 | 4 | 123 | 20,699 | 3 | 0 | 4 | 125 |
| | | | | T3M | 19,708 | 3 | 0 | 5 | 119 | 20,539 | 3 | 0 | 5 | 124 | 20,939 | 3 | 0 | 5 | 127 | | | | |
| | | | | T3LG | 17,604 | 2 | 0 | 2 | 107 | 18,347 | 2 | 0 | 2 | 111 | 18,704 | 2 | 0 | 2 | 113 | | | | |
| | | | | T4M | 20,001 | 3 | 0 | 5 | 121 | 20,845 | 3 | 0 | 5 | 126 | 21,251 | 3 | 0 | 5 | 129 | | | | |
| | | | | T4LG | 18,191 | 2 | 0 | 2 | 110 | 18,959 | 2 | 0 | 2 | 115 | 19,328 | 2 | 0 | 2 | 117 | | | | |
| | | | | TFTM | 20,140 | 3 | 0 | 5 | 122 | 20,989 | 3 | 0 | 5 | 127 | 21,398 | 3 | 0 | 5 | 129 | | | | |
| | | | | T5M | 20,579 | 5 | 0 | 3 | 125 | 21,447 | 5 | 0 | 3 | 130 | 21,865 | 5 | 0 | 3 | 132 | | | | |
| | | | | T5W | 20,912 | 5 | 0 | 3 | 127 | 21,795 | 5 | 0 | 3 | 132 | 22,219 | 5 | 0 | 3 | 134 | | | | |
| | | | | T5LG | 20,638 | 4 | 0 | 2 | 125 | 21,509 | 4 | 0 | 2 | 130 | 21,928 | 4 | 0 | 2 | 133 | | | | |
| | | | | BLC3 | 14,335 | 0 | 0 | 3 | 87 | 14,940 | 0 | 0 | 3 | 90 | 15,231 | 0 | 0 | 3 | 92 | | | | |
| | | | | BLC4 | 14,805 | 0 | 0 | 4 | 90 | 15,430 | 0 | 0 | 4 | 93 | 15,731 | 0 | 0 | 4 | 95 | | | | |
| | | | | RCCO | 14,464 | 1 | 0 | 3 | 88 | 15,074 | 1 | 0 | 3 | 91 | 15,368 | 1 | 0 | 3 | 93 | | | | |
| | | | | LCCO | 14,464 | 1 | 0 | 3 | 88 | 15,074 | 1 | 0 | 3 | 91 | 15,368 | 1 | 0 | 3 | 93 | | | | |
| | | | | AFR | 21,031 | 2 | 0 | 3 | 127 | 21,918 | 2 | 0 | 3 | 133 | 22,345 | 2 | 0 | 3 | 135 | | | | |

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

| Forward Optics | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------|--------------|-----------|--------------------|-------------------|-----------------|----|------|-----|--------|-----------------|---|---|-----|--------|-----------------|---|---|-----|--------|---|---|---|-----|
| Performance Package | System Watts | LED Count | Drive Current (mA) | Distribution Type | 30K | | | | | 40K | | | | | 50K | | | | | | | | |
| | | | | | (3000K, 70 CRI) | | | | | (4000K, 70 CRI) | | | | | (5000K, 70 CRI) | | | | | | | | |
| | | | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | | | | |
| P7 | 184W | 40 | 1400 | T1S | 22,741 | 2 | 0 | 3 | 123 | 23,700 | 2 | 0 | 3 | 129 | 24,162 | 3 | 0 | 3 | 131 | | | | |
| | | | | T2M | 21,066 | 3 | 0 | 4 | 114 | 21,955 | 3 | 0 | 4 | 119 | 22,383 | 3 | 0 | 4 | 121 | | | | |
| | | | | T3M | 21,311 | 3 | 0 | 5 | 116 | 22,210 | 3 | 0 | 5 | 120 | 22,642 | 3 | 0 | 5 | 123 | | | | |
| | | | | T3LG | 19,036 | 2 | 0 | 2 | 103 | 19,839 | 2 | 0 | 3 | 108 | 20,226 | 2 | 0 | 3 | 110 | | | | |
| | | | | T4M | 21,628 | 3 | 0 | 5 | 117 | 22,541 | 3 | 0 | 5 | 122 | 22,980 | 3 | 0 | 5 | 125 | | | | |
| | | | | T4LG | 19,671 | 2 | 0 | 2 | 107 | 20,501 | 2 | 0 | 3 | 111 | 20,900 | 2 | 0 | 3 | 113 | | | | |
| | | | | TFTM | 21,778 | 3 | 0 | 5 | 118 | 22,697 | 3 | 0 | 5 | 123 | 23,139 | 3 | 0 | 5 | 125 | | | | |
| | | | | T5M | 22,252 | 5 | 0 | 3 | 121 | 23,191 | 5 | 0 | 3 | 126 | 23,643 | 5 | 0 | 3 | 128 | | | | |
| | | | | T5W | 22,613 | 5 | 0 | 3 | 123 | 23,567 | 5 | 0 | 4 | 128 | 24,027 | 5 | 0 | 4 | 130 | | | | |
| | | | | T5LG | 22,317 | 4 | 0 | 2 | 121 | 23,258 | 4 | 0 | 2 | 126 | 23,712 | 4 | 0 | 2 | 129 | | | | |
| | | | | BLC3 | 15,501 | 0 | 0 | 3 | 84 | 16,155 | 0 | 0 | 4 | 88 | 16,470 | 0 | 0 | 4 | 89 | | | | |
| | | | | BLC4 | 16,010 | 0 | 0 | 4 | 87 | 16,685 | 0 | 0 | 4 | 90 | 17,010 | 0 | 0 | 4 | 92 | | | | |
| | | | | RCCO | 15,641 | 1 | 0 | 3 | 85 | 16,301 | 1 | 0 | 3 | 89 | 16,619 | 1 | 0 | 3 | 90 | | | | |
| | | | | LCCO | 15,641 | 1 | 0 | 3 | 85 | 16,301 | 1 | 0 | 3 | 89 | 16,619 | 1 | 0 | 3 | 90 | | | | |
| | | | | AFR | 22,741 | 2 | 0 | 3 | 123 | 23,700 | 2 | 0 | 3 | 129 | 24,162 | 3 | 0 | 3 | 131 | | | | |
| | | | | P8 | 216W | 60 | 1100 | T1S | 28,701 | 3 | 0 | 3 | 133 | 29,912 | 3 | 0 | 4 | 139 | 30,495 | 3 | 0 | 4 | 141 |
| | | | | | | | | T2M | 26,587 | 3 | 0 | 5 | 123 | 27,709 | 3 | 0 | 5 | 128 | 28,249 | 3 | 0 | 5 | 131 |
| T3M | 26,895 | 3 | 0 | | | | | 5 | 125 | 28,030 | 3 | 0 | 5 | 130 | 28,576 | 3 | 0 | 5 | 132 | | | | |
| T3LG | 24,025 | 3 | 0 | | | | | 3 | 111 | 25,038 | 3 | 0 | 3 | 116 | 25,526 | 3 | 0 | 3 | 118 | | | | |
| T4M | 27,296 | 3 | 0 | | | | | 5 | 127 | 28,448 | 3 | 0 | 5 | 132 | 29,002 | 3 | 0 | 5 | 134 | | | | |
| T4LG | 24,826 | 3 | 0 | | | | | 3 | 115 | 25,873 | 3 | 0 | 3 | 120 | 26,378 | 3 | 0 | 3 | 122 | | | | |
| TFTM | 27,485 | 3 | 0 | | | | | 5 | 127 | 28,645 | 3 | 0 | 5 | 133 | 29,203 | 3 | 0 | 5 | 135 | | | | |
| T5M | 28,084 | 5 | 0 | | | | | 4 | 130 | 29,269 | 5 | 0 | 4 | 136 | 29,839 | 5 | 0 | 4 | 138 | | | | |
| T5W | 28,539 | 5 | 0 | | | | | 4 | 132 | 29,743 | 5 | 0 | 4 | 138 | 30,323 | 5 | 0 | 4 | 141 | | | | |
| T5LG | 28,165 | 4 | 0 | | | | | 2 | 131 | 29,354 | 4 | 0 | 2 | 136 | 29,926 | 4 | 0 | 2 | 139 | | | | |
| BLC3 | 19,563 | 0 | 0 | | | | | 4 | 91 | 20,388 | 0 | 0 | 4 | 94 | 20,786 | 0 | 0 | 4 | 96 | | | | |
| BLC4 | 20,205 | 0 | 0 | | | | | 5 | 94 | 21,057 | 0 | 0 | 5 | 98 | 21,468 | 0 | 0 | 5 | 99 | | | | |
| RCCO | 19,740 | 1 | 0 | | | | | 4 | 91 | 20,572 | 1 | 0 | 4 | 95 | 20,973 | 1 | 0 | 4 | 97 | | | | |
| LCCO | 19,740 | 1 | 0 | | | | | 4 | 91 | 20,572 | 1 | 0 | 4 | 95 | 20,973 | 1 | 0 | 4 | 97 | | | | |
| AFR | 28,701 | 3 | 0 | | | | | 3 | 133 | 29,912 | 3 | 0 | 4 | 139 | 30,495 | 3 | 0 | 4 | 141 | | | | |
| P9 | 277W | 60 | 1400 | | | | | T1S | 34,819 | 3 | 0 | 4 | 126 | 36,288 | 3 | 0 | 4 | 131 | 36,996 | 3 | 0 | 4 | 134 |
| | | | | | | | | T2M | 32,255 | 3 | 0 | 5 | 116 | 33,616 | 3 | 0 | 5 | 121 | 34,271 | 3 | 0 | 5 | 124 |
| | | | | T3M | 32,629 | 3 | 0 | 5 | 118 | 34,006 | 3 | 0 | 5 | 123 | 34,668 | 3 | 0 | 5 | 125 | | | | |
| | | | | T3LG | 29,146 | 3 | 0 | 3 | 105 | 30,376 | 3 | 0 | 4 | 110 | 30,968 | 3 | 0 | 4 | 112 | | | | |
| | | | | T4M | 33,116 | 3 | 0 | 5 | 120 | 34,513 | 3 | 0 | 5 | 125 | 35,185 | 3 | 0 | 5 | 127 | | | | |
| | | | | T4LG | 30,119 | 3 | 0 | 3 | 109 | 31,389 | 3 | 0 | 4 | 113 | 32,001 | 3 | 0 | 4 | 116 | | | | |
| | | | | TFTM | 33,345 | 3 | 0 | 5 | 120 | 34,751 | 3 | 0 | 5 | 125 | 35,429 | 3 | 0 | 5 | 128 | | | | |
| | | | | T5M | 34,071 | 5 | 0 | 4 | 123 | 35,509 | 5 | 0 | 4 | 128 | 36,201 | 5 | 0 | 4 | 131 | | | | |
| | | | | T5W | 34,624 | 5 | 0 | 4 | 125 | 36,084 | 5 | 0 | 4 | 130 | 36,788 | 5 | 0 | 4 | 133 | | | | |
| | | | | T5LG | 34,170 | 5 | 0 | 3 | 123 | 35,612 | 5 | 0 | 3 | 129 | 36,306 | 5 | 0 | 3 | 131 | | | | |
| | | | | BLC3 | 23,734 | 0 | 0 | 4 | 86 | 24,735 | 0 | 0 | 4 | 89 | 25,217 | 0 | 0 | 4 | 91 | | | | |
| | | | | BLC4 | 24,513 | 0 | 0 | 5 | 88 | 25,547 | 0 | 0 | 5 | 92 | 26,045 | 0 | 0 | 5 | 94 | | | | |
| | | | | RCCO | 23,948 | 1 | 0 | 4 | 86 | 24,958 | 1 | 0 | 4 | 90 | 25,445 | 1 | 0 | 4 | 92 | | | | |
| | | | | LCCO | 23,948 | 1 | 0 | 4 | 86 | 24,958 | 1 | 0 | 4 | 90 | 25,445 | 1 | 0 | 4 | 92 | | | | |
| | | | | AFR | 34,819 | 3 | 0 | 4 | 126 | 36,288 | 3 | 0 | 4 | 131 | 36,996 | 3 | 0 | 4 | 134 | | | | |

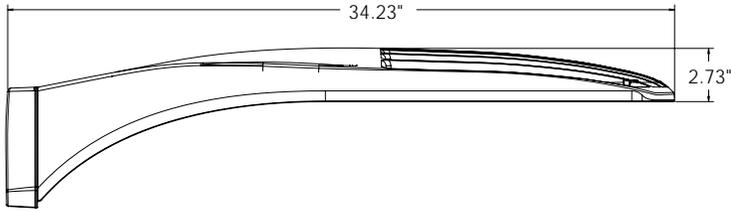
Performance Data

Lumen Output

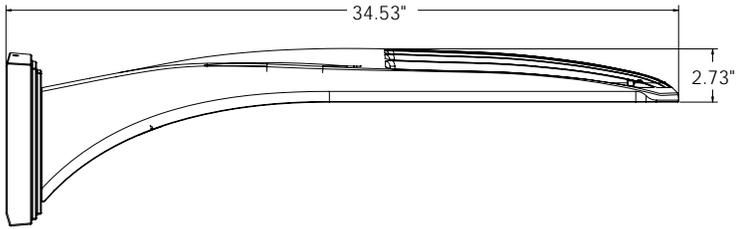
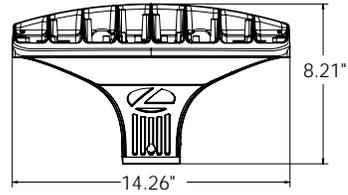
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

| Rotated Optics | | | | | | | | | | | | | | | | | | | |
|---------------------|--------------|-----------|--------------------|-------------------|-----------------|----|------|-----|--------|-----------------|---|---|-----|--------|-----------------|---|---|-----|--------|
| Performance Package | System Watts | LED Count | Drive Current (mA) | Distribution Type | 30K | | | | | 40K | | | | | 50K | | | | |
| | | | | | (3000K, 70 CRI) | | | | | (4000K, 70 CRI) | | | | | (5000K, 70 CRI) | | | | |
| | | | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| P10 | 101W | 60 | 530 | T1S | 15,164 | 3 | 0 | 3 | 150 | 15,803 | 3 | 0 | 3 | 156 | 16,112 | 3 | 0 | 3 | 159 |
| | | | | T2M | 14,047 | 4 | 0 | 4 | 139 | 14,640 | 4 | 0 | 4 | 145 | 14,925 | 4 | 0 | 4 | 147 |
| | | | | T3M | 14,208 | 4 | 0 | 4 | 140 | 14,807 | 4 | 0 | 4 | 146 | 15,096 | 4 | 0 | 4 | 149 |
| | | | | T3LG | 12,693 | 3 | 0 | 3 | 125 | 13,229 | 3 | 0 | 3 | 131 | 13,487 | 3 | 0 | 3 | 133 |
| | | | | T4M | 14,420 | 4 | 0 | 4 | 142 | 15,028 | 4 | 0 | 4 | 148 | 15,321 | 4 | 0 | 4 | 151 |
| | | | | T4LG | 13,115 | 3 | 0 | 3 | 129 | 13,668 | 3 | 0 | 3 | 135 | 13,934 | 3 | 0 | 3 | 138 |
| | | | | TFTM | 14,522 | 4 | 0 | 4 | 143 | 15,134 | 4 | 0 | 4 | 149 | 15,429 | 4 | 0 | 4 | 152 |
| | | | | T5M | 14,836 | 4 | 0 | 2 | 146 | 15,462 | 4 | 0 | 2 | 153 | 15,763 | 4 | 0 | 2 | 156 |
| | | | | T5W | 15,076 | 4 | 0 | 3 | 149 | 15,712 | 5 | 0 | 3 | 155 | 16,019 | 5 | 0 | 3 | 158 |
| | | | | T5LG | 14,879 | 3 | 0 | 2 | 147 | 15,507 | 3 | 0 | 2 | 153 | 15,809 | 3 | 0 | 2 | 156 |
| | | | | BLC3 | 10,335 | 3 | 0 | 3 | 102 | 10,771 | 4 | 0 | 4 | 106 | 10,981 | 4 | 0 | 4 | 108 |
| | | | | BLC4 | 10,674 | 4 | 0 | 4 | 105 | 11,124 | 4 | 0 | 4 | 110 | 11,341 | 4 | 0 | 4 | 112 |
| | | | | RCCO | 10,429 | 1 | 0 | 2 | 103 | 10,869 | 1 | 0 | 2 | 107 | 11,080 | 1 | 0 | 2 | 109 |
| | | | | LCCO | 10,429 | 1 | 0 | 2 | 103 | 10,869 | 1 | 0 | 2 | 107 | 11,080 | 1 | 0 | 2 | 109 |
| | | | | AFR | 15,164 | 3 | 0 | 3 | 150 | 15,803 | 3 | 0 | 3 | 156 | 16,112 | 3 | 0 | 3 | 159 |
| | | | | P11 | 135W | 60 | 700 | T1S | 19,437 | 4 | 0 | 4 | 144 | 20,257 | 4 | 0 | 4 | 150 | 20,651 |
| T2M | 18,005 | 4 | 0 | | | | | 4 | 133 | 18,765 | 4 | 0 | 4 | 139 | 19,131 | 4 | 0 | 4 | 142 |
| T3M | 18,211 | 4 | 0 | | | | | 4 | 135 | 18,980 | 4 | 0 | 4 | 141 | 19,350 | 4 | 0 | 4 | 143 |
| T3LG | 16,270 | 3 | 0 | | | | | 3 | 121 | 16,957 | 3 | 0 | 3 | 126 | 17,287 | 4 | 0 | 4 | 128 |
| T4M | 18,483 | 4 | 0 | | | | | 4 | 137 | 19,263 | 5 | 0 | 5 | 143 | 19,638 | 5 | 0 | 5 | 146 |
| T4LG | 16,810 | 3 | 0 | | | | | 3 | 125 | 17,519 | 3 | 0 | 3 | 130 | 17,861 | 3 | 0 | 3 | 132 |
| TFTM | 18,614 | 4 | 0 | | | | | 4 | 138 | 19,399 | 4 | 0 | 4 | 144 | 19,777 | 5 | 0 | 5 | 147 |
| T5M | 19,017 | 5 | 0 | | | | | 3 | 141 | 19,819 | 5 | 0 | 3 | 147 | 20,205 | 5 | 0 | 3 | 150 |
| T5W | 19,325 | 5 | 0 | | | | | 3 | 143 | 20,140 | 5 | 0 | 3 | 149 | 20,533 | 5 | 0 | 3 | 152 |
| T5LG | 19,072 | 4 | 0 | | | | | 2 | 141 | 19,876 | 4 | 0 | 2 | 147 | 20,264 | 4 | 0 | 2 | 150 |
| BLC3 | 13,247 | 4 | 0 | | | | | 4 | 98 | 13,806 | 4 | 0 | 4 | 102 | 14,075 | 4 | 0 | 4 | 104 |
| BLC4 | 13,682 | 4 | 0 | | | | | 4 | 101 | 14,259 | 4 | 0 | 4 | 106 | 14,537 | 4 | 0 | 4 | 108 |
| RCCO | 13,367 | 1 | 0 | | | | | 3 | 99 | 13,931 | 1 | 0 | 3 | 103 | 14,203 | 1 | 0 | 3 | 105 |
| LCCO | 13,367 | 1 | 0 | | | | | 3 | 99 | 13,931 | 1 | 0 | 3 | 103 | 14,203 | 1 | 0 | 3 | 105 |
| AFR | 19,437 | 4 | 0 | | | | | 4 | 144 | 20,257 | 4 | 0 | 4 | 150 | 20,651 | 4 | 0 | 4 | 153 |
| P12 | 206W | 60 | 1050 | | | | | T1S | 27,457 | 4 | 0 | 4 | 133 | 28,616 | 4 | 0 | 4 | 139 | 29,174 |
| | | | | T2M | 25,436 | 5 | 0 | 5 | 124 | 26,509 | 5 | 0 | 5 | 129 | 27,025 | 5 | 0 | 5 | 131 |
| | | | | T3M | 25,727 | 5 | 0 | 5 | 125 | 26,812 | 5 | 0 | 5 | 130 | 27,335 | 5 | 0 | 5 | 133 |
| | | | | T3LG | 22,984 | 4 | 0 | 4 | 112 | 23,954 | 4 | 0 | 4 | 116 | 24,421 | 4 | 0 | 4 | 119 |
| | | | | T4M | 26,110 | 5 | 0 | 5 | 127 | 27,212 | 5 | 0 | 5 | 132 | 27,742 | 5 | 0 | 5 | 135 |
| | | | | T4LG | 23,747 | 4 | 0 | 4 | 115 | 24,749 | 4 | 0 | 4 | 120 | 25,231 | 4 | 0 | 4 | 123 |
| | | | | TFTM | 26,295 | 5 | 0 | 5 | 128 | 27,404 | 5 | 0 | 5 | 133 | 27,938 | 5 | 0 | 5 | 136 |
| | | | | T5M | 26,864 | 5 | 0 | 4 | 130 | 27,997 | 5 | 0 | 4 | 136 | 28,543 | 5 | 0 | 4 | 139 |
| | | | | T5W | 27,299 | 5 | 0 | 4 | 133 | 28,451 | 5 | 0 | 4 | 138 | 29,006 | 5 | 0 | 4 | 141 |
| | | | | T5LG | 26,942 | 4 | 0 | 2 | 131 | 28,078 | 4 | 0 | 2 | 136 | 28,626 | 4 | 0 | 2 | 139 |
| | | | | BLC3 | 18,714 | 4 | 0 | 4 | 91 | 19,504 | 4 | 0 | 4 | 95 | 19,884 | 4 | 0 | 4 | 97 |
| | | | | BLC4 | 19,327 | 5 | 0 | 5 | 94 | 20,143 | 5 | 0 | 5 | 98 | 20,535 | 5 | 0 | 5 | 100 |
| | | | | RCCO | 18,883 | 1 | 0 | 4 | 92 | 19,680 | 1 | 0 | 4 | 96 | 20,064 | 1 | 0 | 4 | 97 |
| | | | | LCCO | 18,883 | 1 | 0 | 4 | 92 | 19,680 | 1 | 0 | 4 | 96 | 20,064 | 1 | 0 | 4 | 97 |
| | | | | AFR | 27,457 | 4 | 0 | 4 | 133 | 28,616 | 4 | 0 | 4 | 139 | 29,174 | 4 | 0 | 4 | 142 |
| | | | | P13 | 276W | 60 | 1400 | T1S | 34,436 | 5 | 0 | 5 | 125 | 35,889 | 5 | 0 | 5 | 130 | 36,588 |
| T2M | 31,900 | 5 | 0 | | | | | 5 | 116 | 33,246 | 5 | 0 | 5 | 121 | 33,894 | 5 | 0 | 5 | 123 |
| T3M | 32,265 | 5 | 0 | | | | | 5 | 117 | 33,626 | 5 | 0 | 5 | 122 | 34,282 | 5 | 0 | 5 | 124 |
| T3LG | 28,826 | 4 | 0 | | | | | 4 | 105 | 30,042 | 4 | 0 | 4 | 109 | 30,628 | 4 | 0 | 4 | 111 |
| T4M | 32,746 | 5 | 0 | | | | | 5 | 119 | 34,128 | 5 | 0 | 5 | 124 | 34,793 | 5 | 0 | 5 | 126 |
| T4LG | 29,782 | 4 | 0 | | | | | 4 | 108 | 31,039 | 4 | 0 | 4 | 113 | 31,644 | 5 | 0 | 4 | 115 |
| TFTM | 32,978 | 5 | 0 | | | | | 5 | 120 | 34,369 | 5 | 0 | 5 | 125 | 35,039 | 5 | 0 | 5 | 127 |
| T5M | 33,692 | 5 | 0 | | | | | 4 | 122 | 35,113 | 5 | 0 | 4 | 127 | 35,797 | 5 | 0 | 4 | 130 |
| T5W | 34,238 | 5 | 0 | | | | | 4 | 124 | 35,682 | 5 | 0 | 4 | 129 | 36,378 | 5 | 0 | 4 | 132 |
| T5LG | 33,789 | 5 | 0 | | | | | 3 | 122 | 35,215 | 5 | 0 | 3 | 128 | 35,901 | 5 | 0 | 3 | 130 |
| BLC3 | 23,471 | 5 | 0 | | | | | 5 | 85 | 24,461 | 5 | 0 | 5 | 89 | 24,937 | 5 | 0 | 5 | 90 |
| BLC4 | 24,240 | 5 | 0 | | | | | 5 | 88 | 25,262 | 5 | 0 | 5 | 92 | 25,755 | 5 | 0 | 5 | 93 |
| RCCO | 23,683 | 1 | 0 | | | | | 4 | 86 | 24,682 | 1 | 0 | 4 | 89 | 25,163 | 1 | 0 | 4 | 91 |
| LCCO | 23,683 | 1 | 0 | | | | | 4 | 86 | 24,682 | 1 | 0 | 4 | 89 | 25,163 | 1 | 0 | 4 | 91 |
| AFR | 34,436 | 5 | 0 | | | | | 5 | 125 | 35,889 | 5 | 0 | 5 | 130 | 36,588 | 5 | 0 | 5 | 133 |

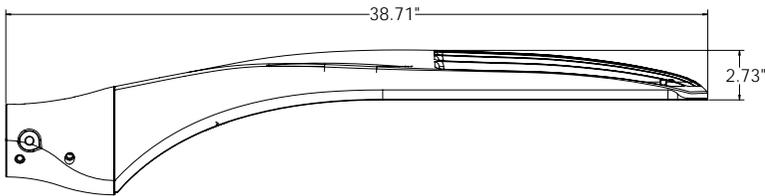
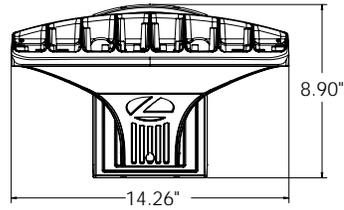
Dimensions



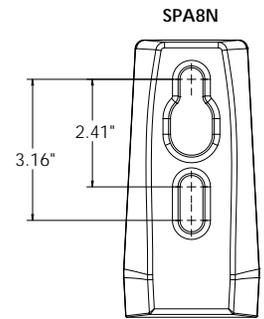
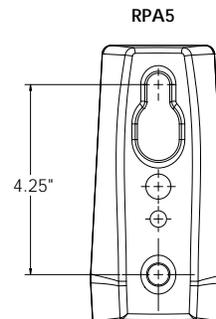
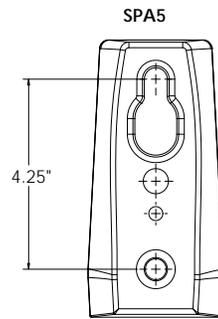
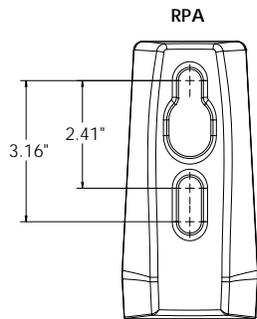
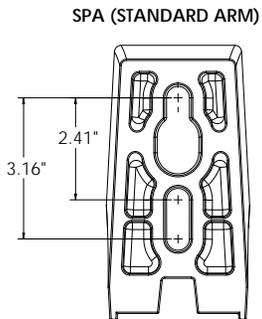
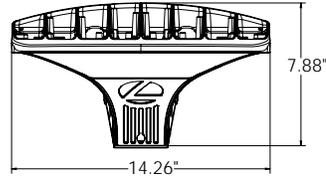
DSX1 with RPA, RPA5, SPA5, SPA8N mount
Weight: 36 lbs



DSX1 with WBA mount
Weight: 38 lbs

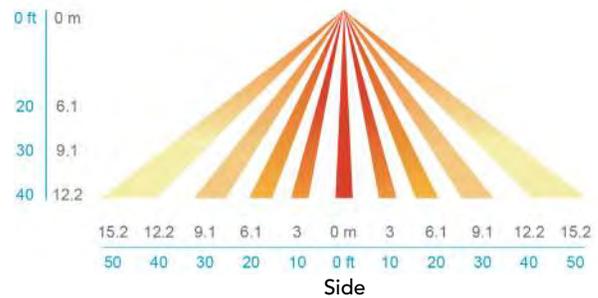


DSX1 with MA mount
Weight: 39 lbs



nLight Sensor Coverage Pattern

NLTAIR2 PIRHN



FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 1 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and streetscapes.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 3G for SPA and MA. 1.5G for mountings RPA, RPA5, SPA5 and SPA8N. Low EPA (0.69 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

Coastal Construction (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in standard 3000 K, 4000 K and 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 1 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L81/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX1 LED area luminaire has a number of control options. DSX Size 1, comes standard with 0-10V dimming drivers. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensor with on-board photocells feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

nLIGHT AIR CONTROLS

The DSX1 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found here.

INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

BUY AMERICAN ACT

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Radean Post Top LED Area Luminaire



Catalog
Number

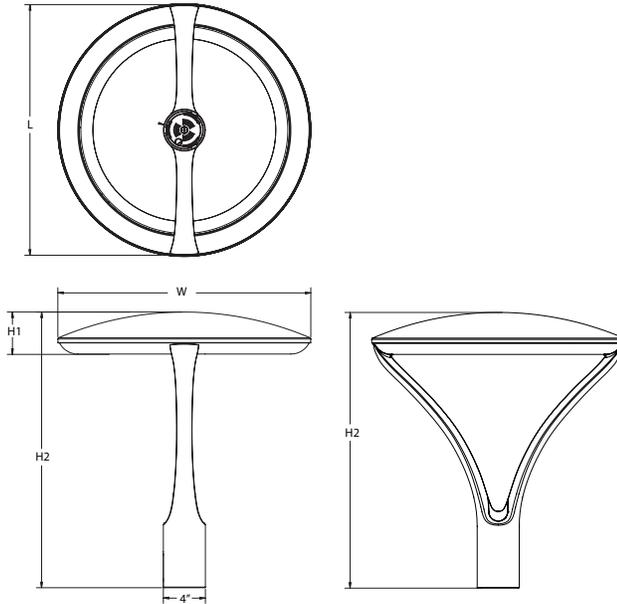
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

| | |
|-------------------------------------|---|
| EPA: | 1.02 ft ² (0.105 m ²) |
| Length: | 24" (61cm) |
| Width: | 24" (61cm) |
| H1 Luminaire Height: | 4" (10.16cm) |
| H2 Luminaire Height: | 26" (66.04cm) |
| Weight: | 38lbs (17.24Kg) |



Introduction

The architecturally-inspired shape of the RADEAN™ post top area luminaire embodies the grace and strength of the RADEAN family. The twin copper-core cast aluminum arms support the slender superstructure, creating a beautiful sculpture by day transforming into a beacon of comfort by night. Triangular arms redirect reflection maintaining its visually quiet appearance. With sleek lines and simple silhouettes, these LED luminaires use specialized lighting and visual comfort to transform common areas like courtyards, outdoor retail locations, universities and corporate campuses into pedestrian-friendly nighttime environments.

Ordering Information

EXAMPLE: RADPT LED P3 30K SYM MVOLT PT4 PE DNAXD

| Series | Performance package | Color temperature | Distribution | Voltage | Mounting (required) |
|-----------|--|--|--|--|---|
| RADPT LED | P1 3,000 Lumens P2 5,000 Lumens P3 7,000 Lumens P4 10,000 Lumens P5 15,000 Lumens | 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K | SYM Symmetric type V ASY Asymmetric type IV PATH Pathway Type III | MVOLT ² 277 ² 120 ² 347 208 ² 480 240 ² | PT4 ³ Slips inside a 4"OD round metal pole RADPT20 Slips over a 2 3/8" diameter tenon (4" tall tenon required) RADPT25 Slips over a 2 7/8" diameter tenon (4" tall tenon required) |

| Control options | Other options | Shipped installed | Finish (required) |
|---|---|--|--|
| NLTAIR2 nLight AIR 2.0 enabled PE Button photocell ⁴ FAO Field adjustable output ⁴ DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) ⁵ | SF Single Fuse ² DF Double Fuse ² R90 Rotated optics ⁶ | Shipped installed HS Houseside shield ⁷ | DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLTXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white |



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
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RADPT LED
Rev. 03/27/24

Ordering Information

Accessories

Ordered and shipped separately.

| | |
|----------------|--|
| RADHS | Houseside shield (shield is white) |
| RADCS DDBXD U | Decorative clamshell base for 4" RSS pole (specify finish) |
| RADFBC DDBXD U | Full base cover for 4" RSS pole (specify finish) |

NOTES

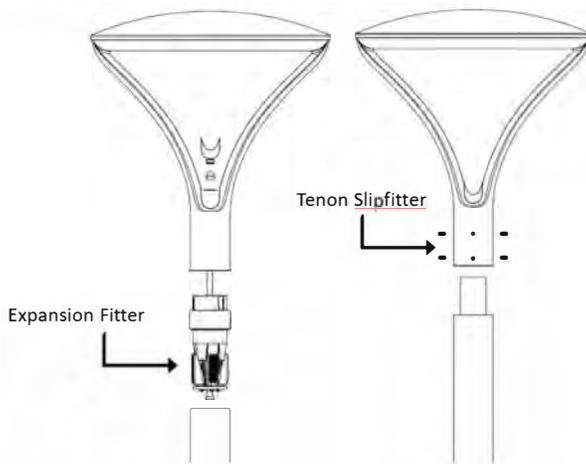
- 2700K and 3500K may require extended lead-times.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Requires nominal 4" round straight metal pole.
- NLTAIR2 not available with PE or FAO. Must link to external nLight Air network. Does not include occupancy sensor. For more information refer to [rSBOR](#) pole mount sensor.
- DMG not available with NLTAIR2 or FAO.
- For left rotation, select R90 and rotate luminaire 180° on pole.
- Also available as a separate accessory; see Accessories information at left. HS not available with R90. Shield is field rotatable shield in 180° increments.

Mounting

PT4

RADPT20 or RADPT25

RADPT20 and RADPT25 mounting require a 4" tall tenon (standard on Lithonia poles).



Recommended Poles for use with RADEAN RADPT LED Luminaires.

| Acuity Part Number | Description | For luminaires | Used with Mounting |
|---------------------|--|----------------|--------------------|
| RSS 10 4B PT DDBXD | 10' Round Straight Steel - 4" O.D. - Open Top | RADPT LED | PT4 |
| RSS 12 4B PT DDBXD | 12' Round Straight Steel - 4" O.D. - Open Top | RADPT LED | PT4 |
| RSS 14 4B PT DDBXD | 14' Round Straight Steel - 4" O.D. - Open Top | RADPT LED | PT4 |
| RSS 16 4B PT DDBXD | 16' Round Straight Steel - 4" O.D. - Open Top | RADPT LED | PT4 |
| RSS 18 4B PT DDBXD | 18' Round Straight Steel - 4" O.D. - Open Top | RADPT LED | PT4 |
| RSS 20 4B PT DDBXD | 20' Round Straight Steel - 4" O.D. - Open Top | RADPT LED | PT4 |
| RSS 25 4B PT DDBXD | 25' Round Straight Steel - 4" O.D. - Open Top | RADPT LED | PT4 |
| RSS 10 4B T20 DDBXD | 10' Round Straight Steel - 4" O.D. - Tenon Top | RADPT LED | RADPT20 |
| RSS 12 4B T20 DDBXD | 12' Round Straight Steel - 4" O.D. - Tenon Top | RADPT LED | RADPT20 |
| RSS 14 4B T20 DDBXD | 14' Round Straight Steel - 4" O.D. - Tenon Top | RADPT LED | RADPT20 |
| RSS 16 4B T20 DDBXD | 16' Round Straight Steel - 4" O.D. - Tenon Top | RADPT LED | RADPT20 |
| RSS 18 4B T20 DDBXD | 18' Round Straight Steel - 4" O.D. - Tenon Top | RADPT LED | RADPT20 |
| RSS 20 4B T20 DDBXD | 20' Round Straight Steel - 4" O.D. - Tenon Top | RADPT LED | RADPT20 |
| RSS 25 4B T20 DDBXD | 25' Round Straight Steel - 4" O.D. - Tenon Top | RADPT LED | RADPT20 |

* Customer must verify pole loading per required design criteria and specified wind speed. Consult pole specification sheet for additional details.

Control Options



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Contact factory for performance data on any configurations not shown here.

| Performance Package | Input Wattage | Distribution | 2700K | | | | | 3000K | | | | | 3500K | | | | | 4000K | | | | | 5000K | | | | |
|---------------------|---------------|--------------|--------|---|---|---|-----|--------|---|---|---|-----|--------|---|---|---|-----|--------|---|---|---|-----|--------|---|---|---|-----|
| | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| P1 | 25 | ASY | 2,924 | 2 | 1 | 2 | 115 | 3,022 | 2 | 2 | 2 | 119 | 3,095 | 2 | 2 | 2 | 122 | 3,168 | 2 | 2 | 2 | 125 | 3,168 | 2 | 2 | 2 | 125 |
| | | PATH | 2,529 | 2 | 1 | 2 | 100 | 2,613 | 2 | 2 | 2 | 103 | 2,676 | 2 | 2 | 2 | 105 | 2,739 | 2 | 2 | 2 | 108 | 2,739 | 2 | 2 | 2 | 108 |
| | | SYM | 3,086 | 2 | 1 | 1 | 121 | 3,189 | 2 | 1 | 1 | 126 | 3,266 | 2 | 1 | 1 | 129 | 3,344 | 2 | 1 | 1 | 132 | 3,344 | 2 | 1 | 1 | 132 |
| P2 | 38 | ASY | 4,521 | 3 | 2 | 3 | 119 | 4,672 | 3 | 2 | 3 | 123 | 4,785 | 3 | 2 | 3 | 126 | 4,898 | 3 | 2 | 3 | 129 | 4,898 | 3 | 2 | 3 | 129 |
| | | PATH | 3,909 | 2 | 2 | 2 | 103 | 4,040 | 2 | 2 | 2 | 106 | 4,137 | 2 | 2 | 2 | 109 | 4,235 | 3 | 2 | 3 | 111 | 4,235 | 3 | 2 | 3 | 111 |
| | | SYM | 4,772 | 2 | 2 | 1 | 126 | 4,931 | 3 | 2 | 1 | 130 | 5,050 | 3 | 2 | 1 | 133 | 5,169 | 3 | 2 | 1 | 136 | 5,169 | 3 | 2 | 1 | 136 |
| P3 | 54 | ASY | 6,387 | 3 | 2 | 3 | 119 | 6,600 | 3 | 2 | 3 | 123 | 6,760 | 3 | 2 | 3 | 126 | 6,919 | 3 | 2 | 3 | 129 | 6,919 | 3 | 2 | 3 | 129 |
| | | PATH | 5,523 | 3 | 2 | 3 | 103 | 5,707 | 3 | 2 | 3 | 106 | 5,845 | 3 | 2 | 3 | 109 | 5,983 | 3 | 2 | 3 | 112 | 5,983 | 3 | 2 | 3 | 112 |
| | | SYM | 6,741 | 3 | 2 | 2 | 126 | 6,966 | 3 | 2 | 2 | 130 | 7,135 | 3 | 2 | 2 | 133 | 7,303 | 3 | 2 | 2 | 136 | 7,303 | 3 | 2 | 2 | 136 |
| P4 | 86 | ASY | 10,150 | 4 | 2 | 4 | 118 | 10,489 | 4 | 2 | 4 | 122 | 10,742 | 4 | 2 | 4 | 125 | 10,996 | 4 | 2 | 4 | 128 | 10,996 | 4 | 2 | 4 | 128 |
| | | PATH | 8,777 | 3 | 2 | 3 | 102 | 9,070 | 3 | 2 | 3 | 106 | 9,289 | 3 | 2 | 3 | 108 | 9,509 | 3 | 2 | 3 | 111 | 9,509 | 3 | 2 | 3 | 111 |
| | | SYM | 10,713 | 3 | 2 | 2 | 125 | 11,071 | 3 | 2 | 2 | 129 | 11,338 | 3 | 2 | 2 | 132 | 11,606 | 3 | 2 | 2 | 135 | 11,606 | 3 | 2 | 2 | 135 |
| P5 | 123 | ASY | 14,250 | 4 | 2 | 4 | 116 | 14,724 | 4 | 2 | 4 | 120 | 15,081 | 4 | 3 | 4 | 123 | 15,437 | 4 | 3 | 4 | 126 | 15,437 | 4 | 3 | 4 | 126 |
| | | PATH | 12,322 | 4 | 2 | 4 | 101 | 12,733 | 4 | 3 | 4 | 104 | 13,041 | 4 | 3 | 4 | 106 | 13,349 | 4 | 3 | 4 | 109 | 13,349 | 4 | 3 | 4 | 109 |
| | | SYM | 15,040 | 4 | 2 | 3 | 123 | 15,541 | 4 | 2 | 3 | 127 | 15,917 | 4 | 2 | 3 | 130 | 16,293 | 4 | 2 | 3 | 133 | 16,293 | 4 | 2 | 3 | 133 |

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

| Ambient | LAT Factor | |
|-------------|-------------|-------------|
| 0°C | 32°F | 1.06 |
| 5°C | 41°F | 1.05 |
| 10°C | 50°F | 1.04 |
| 15°C | 59°F | 1.02 |
| 20°C | 68°F | 1.01 |
| 25°C | 77°F | 1.00 |
| 30°C | 86°F | 0.99 |
| 35°C | 95°F | 0.98 |
| 40°C | 104°F | 0.96 |

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **RADPT LED** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

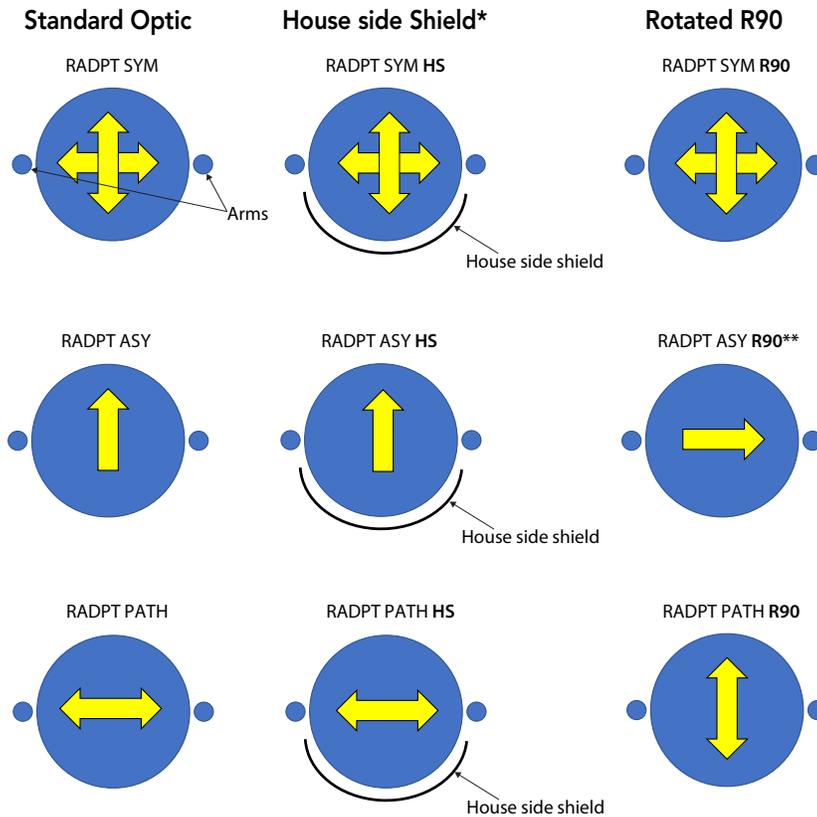
| | Projected LED Lumen Maintenance | | | |
|----|---------------------------------|--------|--------|---------|
| | 0 | 25,000 | 50,000 | 100,000 |
| P1 | 1.00 | 0.96 | 0.91 | 0.82 |
| P2 | 1.00 | 0.96 | 0.91 | 0.82 |
| P3 | 1.00 | 0.96 | 0.91 | 0.82 |
| P4 | 1.00 | 0.96 | 0.91 | 0.82 |
| P5 | 1.00 | 0.95 | 0.89 | 0.78 |

Electrical Load

| Lumen Package | LED Drive Current | Voltage | Wattage | | Current (A) | | | | | |
|---------------|-------------------|---------|---------|---------------|-------------|------|------|------|------|------|
| | | | | | 120 | 208 | 240 | 277 | 347 | 480 |
| P1 | 500 | 42.8 | 21.4 | Input Current | 0.22 | 0.13 | 0.11 | 0.1 | 0.08 | 0.06 |
| | | | | System Watts | 26 | 26 | 26 | 27 | 25 | 26 |
| P2 | 770 | 43 | 33.1 | Input Current | 0.33 | 0.19 | 0.16 | 0.14 | 0.11 | 0.08 |
| | | | | System Watts | 39 | 39 | 39 | 39 | 38 | 38 |
| P3 | 1100 | 43.2 | 47.5 | Input Current | 0.46 | 0.26 | 0.23 | 0.2 | 0.16 | 0.12 |
| | | | | System Watts | 55 | 54 | 54 | 54 | 54 | 54 |
| P4 | 900 | 87.3 | 78.6 | Input Current | 0.73 | 0.42 | 0.36 | 0.32 | 0.25 | 0.18 |
| | | | | System Watts | 87 | 86 | 86 | 86 | 86 | 86 |
| P5 | 1250 | 88.2 | 110.2 | Input Current | 1 | 0.58 | 0.5 | 0.44 | 0.35 | 0.25 |
| | | | | System Watts | 120 | 119 | 119 | 119 | 120 | 120 |



Isofootcandle plots are considered to be representative of available optical distributions.



*HS not available with R90

**For L90, use R90 and rotate luminaire 180° on pole

FEATURES & SPECIFICATIONS

INTENDED USE

Pedestrian areas such as parks, campuses, pathways, courtyards and pedestrians malls.

CONSTRUCTION

Single-piece die-cast aluminum housing with nominal wall thickness of 0.125" on a 6mm thick acrylic waveguide is fully gasketed with a single piece tubular silicone gasket.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum and white. Available in textured and non-textured finishes.

OPTICS

6MM thick acrylic waveguide with 360° flexible LED board. Available in 2700K, 3000K, 3500K, 4000K and 5000K (80CRI) CCT configurations.

ELECTRICAL

Light engine consists of 96 high-efficacy LEDs mounted to a flexible circuit board and aluminum heat sink, ensuring optimal thermal management and long life. Fixtures ship standard with 0-10v dimming driver (order option DMG for connection to exterior controls). Class 1 electronic driver has a power factor >90%, THD <20%, and with an expected life of 100,000 hours with <1% failure rate. Serviceable 10kV surge protection device meets a minimum Category C Low for operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Standard post-top PT4 type mounting configuration fits into a 4" OD open pole top (round pole only). Alternate tenon (2-3/8" or 2-7/8") mounting also available and require 4" tall tenons.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/OPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color or less. U.S. Patent No. D925,088S

GOVERNMENT PROCUREMENT

BAA – Buy America(n) Act: Product qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA – Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

O², EXTENDED, AND BASIC LIGHTS



MORE VISABILITY

The PoleLED O2, Extended, and Basic uplights contain LEDs arranged in a circular unit. Giving off light from every angle ensuring that your flag is fully illuminated at all times.

HOW IT WORKS

- CREE LEDs create a clear and uniform light distribution
- PoleLED lighting units can be used on almost every type of existing and new poles. Including: Aluminum, wood, fiberglass, or steel
- Made of Aluminum
- Patented and developed focusing on sustainability and energy efficiency.
- Available in 3 Sizes
- The PoleLED Extended and O2 are fully customizable
- Theft is virtually impossible

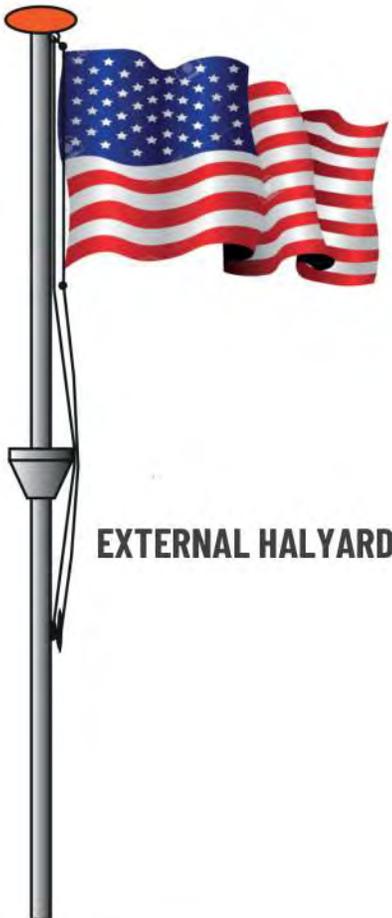
| | O ² | EXTENDED | BASIC |
|--------------------------------------|---|---|---|
| Wattage | 90 Watt | 38 Watt | 24 Watt |
| Light output | 9500 Lumen | 3250 lumen | 2300 lumen |
| Voltage | 24 volts DC | 24 volts DC | 24 volts DC |
| Lifetime LEDs | +50,000 hours | +50,000 hours | +50,000 hours |
| Material | Aluminum | Aluminum | Aluminum |
| Number of LEDs | 28 pcs CREE | 10 pcs CREE | 12 pcs CREE |
| Available color temperature (Kelvin) | 3000/4000/5000 | 3000/4000/5000 | 3000/4000/5000 |
| Angle | 11° | 11° | 11° |
| Cable length | 33 ft | 33 ft | 23 ft |
| Size (wxh) | 14 x 12.5 inch | 10.2 x 8.3 inch | 9.1 x 7.1 inch |
| Warranty | 5 years | 5 years | 5 years |
| Pole | Suitable for poles with a diameter up to 9" | Suitable for poles with a diameter up to 5" | Suitable for poles with a diameter up to 4" |

All fixtures are available in:

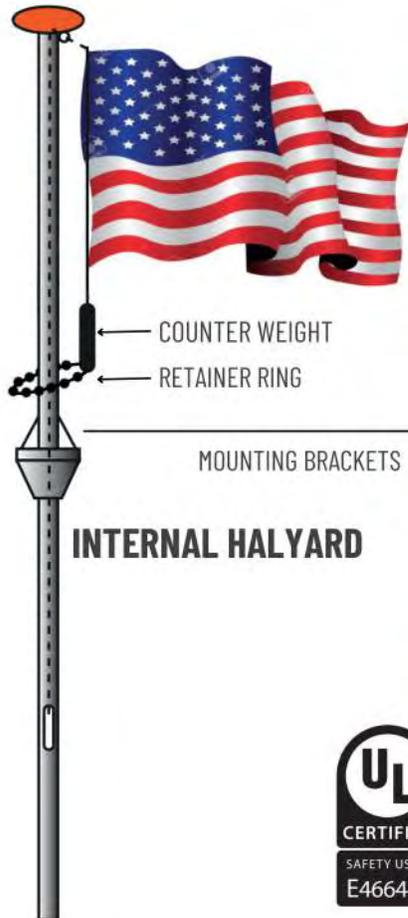
Special colors available upon request



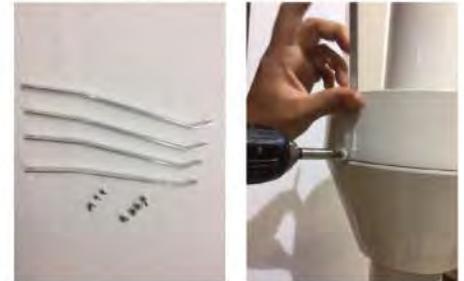
HALYARD SYSTEM



EXTERNAL HALYARD



INTERNAL HALYARD





City of Bemidji, MN

City of Bemidji

317 4th Street NW
Bemidji, MN 56601
218-759-3560

<https://www.ci.bemidji.mn.us/>

Application

E911C-2024-0006

**E911 ADDRESS APPLICATION
COMMERCIAL**

SITE ADDRESS: 815 PIONEER ST SE BEMIDJI
PRIMARY PARCEL: 800044500
PROJECT NAME: BELTRAMI COUNTY ADULT CORRECTIONS
CENTER

ISSUED: 07/29/2024

EXPIRES:

APPLICANT: Reid, Danielle
6465 Wayzata Boulevard
St. Louis Park, MN 55426
9529559389

OWNER: BELTRAMI COUNTY
701 MINNESOTA AVE NW
BEMIDJI, MN 56601

Detail Name

Detail Value

Owner Name(s):

Beltrami County

Current Mailing Address (if different from above or enter N/A):

701 Minnesota Ave. NW Bemidji, MN
56601

Please provide the Building Permit Number:

N/A

I have read and fully understand the instructions and information on this application. I Acknowledge
In making this application for a 911 locatable address, I hereby affirm that I am the
fee title owner of the above-described property or an authorized agent thereof, and I
am thereby authorized to apply for a 911 locatable address on this property.

By signing this application, I hereby certify that to the best of my knowledge, the information contained herein is a true, accurate, and complete representation of the facts and conditions concerning this E911 address application. I Acknowledge

| FEES: | <u>Paid</u> | <u>Due</u> |
|----------------------------|--------------------|-------------------|
| Addressing Application Fee | \$50.00 | \$0.00 |
| Totals : | \$50.00 | \$0.00 |



Meeting Date: March 4, 2025
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: Easements Between Beltrami County and the City of Bemidji

RECOMMENDATIONS: Approve easements and authorize the County Administrator to sign the agreements.

DEPARTMENT OF ORIGIN: Natural Resources Department

CONTACT PERSON: Shane Foley, Director of NRM, 333-4163

DATE SUBMITTED: 2/24/25

CLEARANCES: NRM

BUDGET IMPACT: Revenue of \$59,745.79

EXHIBITS: Easement Documents

SUMMARY STATEMENT: The City of Bemidji has road projects (City project # 160567016) scheduled for the summer of 2025 on Hannah Ave and Middle School Dr. Both of these projects will lead to permanent and/or temporary impacts to property owned by Beltrami County (PIN 80.00181.00 & 80.00168.00) and the City is requesting easements in the area of work. The requests total 5,633 square feet of permanent easement and 25,264 square feet of temporary easement.

Beltrami County

Natural Resource Management

Application: Easements and Access Across County Lands

| | |
|---|---|
| Name of Applicant (Print or Type) City of Bemidji | |
| Address (Mailing and Physical, if different) 1351 5th St NW, Bemidji, MN 56601 | |
| Contact Person Sam Anderson, P.E. City Engineer/Director of Public Works Brian Wiesner - KLJ ROW Agent | Telephone Number 218-333-1851 701-429-1011 |

The applicant herein applies pursuant to Minnesota Statute 282.04, Subd. 4 and 4a and other applicable statues for Easements and Access Across County Land described below, in accordance with all maps, plans, specifications and other supporting data submitted with this applications and made a part hereof.

1. **Crossing:** Permanent Maintenance Temporary (<120 days)
2. **Type:** Private Utility Local Government
3. **Number consecutively and describe the full area requested (separate permanent and temporary easements, if applicable):**

| No. | Forty (¼, ¼) or Government Lot | Section | Township | Range | Type of easement (Permanent or Temporary) | Total Acres | Start and End Dates (if Temporary) |
|-----|--------------------------------|---------|----------|-------|---|-------------|--|
| 17 | SE4NE4 | 6 | 146 | 33 | Temporary | 833.93 | Spring of 2025 (March -weather permitting)- December of 2025 |
| 17 | SE4NE4 | 6 | 146 | 33 | Permanent | 2,552.64 | |

* Important note: On 8½" x 11" paper, attach a separate map and legal description for each easement requested.

4. **Utility requests:** Please indicate type of utility: _____
5. **Governmental requests:** Please list intended public use: Public Roadway Improvements
6. **Governmental requests:** Please attach the supporting resolution.
7. **Temporary requests:** Please specify abandonment plans (must occur within 30 days after project completion): _____

Application fee:

- For private and utility easements, there is a \$250.00 application fee (fee will be applied to total easement cost).
- Make checks payable to the Beltrami County Treasurer.
- No action will be taken on the application until the fee is submitted.
- If the final easement is not approved, all but \$100.00 will be refunded to the applicant.

MEMORANDUM OF OFFER TO LANDOWNER
 Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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| |
|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 17 |

| | | | |
|---|-----------------|-------------|-------------------|
| Landowner(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Landowner Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| | |
|---|--|
| Valuation Type <input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Waiver Valuation | Approved Compensation \$33,330.76 |
|---|--|

On behalf of the LPA, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

| |
|-------|
| Notes |
|-------|

ROW AGENT

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

COMPENSATION & PARCEL BREAKDOWN
 Middle School Ave NW + Hannah Ave NW Reconstruction



PCN

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Addendum to:

- Memorandum of Offer Page 2 of 2
 Memorandum Agreement Page of

| |
|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 17 |

| | | |
|---|---------|------|
| Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its, | Initial | Date |
| | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

| Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Permanent Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 17 | FEE Simple | 2,552.64 | X | \$12.60 | = | \$32,163.26 |

| | |
|-------------------------------------|-------------|
| Total Permanent Parcel Value | \$32,163.26 |
| Total Permanent Compensation | \$32,163.26 |

| Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Temporary Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 17 | Construction Easement | 833.93 | X | \$1.40 | = | \$1,167.50 |

| | |
|-------------------------------------|------------|
| Total Temporary Parcel Value | \$1,167.50 |
| Total Temporary Compensation | \$1,167.50 |

| Compensation Breakdown | |
|-------------------------------|--------------------|
| Total Permanent Compensation | \$32,163.26 |
| Total Temporary Compensation | \$1,167.50 |
| Fencing | |
| Damages | |
| Total Compensation Due | \$33,330.76 |

MEMORANDUM AGREEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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| |
|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 17 |

| | | | |
|--|-----------------|-------------|-------------------|
| Landowner Name(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Landowner Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| |
|--|
| Executed Document(s) (check all applicable): <input checked="" type="checkbox"/> Temporary Construction Easement, <input type="checkbox"/> Agreement for Entry Without Compensation, <input type="checkbox"/> Warranty Deed, <input type="checkbox"/> Subordination of Rights, <input type="checkbox"/> Permanent Maintenance Easement, <input type="checkbox"/> Other Easement Type(s) |
|--|

| | |
|---------------|--|
| Date Executed | Total Compensation \$33,330.76 |
|---------------|--|

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the LPA for the use and benefit of the LPA, on the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Check and initial the following applicable terms of this agreement

Landowner(s) Initials

| | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> | 1. The LPA assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction. | |
| <input type="checkbox"/> | 2. feet of fence to be moved by the owner prior to construction of the highway. | |
| <input type="checkbox"/> | 3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass. | |
| <input type="checkbox"/> | 4. LPA will not maintain any service road except those shown on the right of way plat. | |
| <input checked="" type="checkbox"/> | 5. Access will be provided throughout the construction process. | |
| <input type="checkbox"/> | 6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee. | |
| <input type="checkbox"/> | 7. The Landowner(s) shall inform any and all tenant(s) of proposed work. | |

| | |
|--------------|-----------------------|
| Additionally | Landowner(s) Initials |
|--------------|-----------------------|

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

The LPA, or his/her assigns, must approve all settlements. LPA will notify the Landowner(s) in writing if this settlement is not approved. Payment by the LPA must await approval of title and processing of a voucher and warrant by the auditor. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

LANDOWNER

| | |
|--|------|
| Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | |
| By, Its, | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW Agent

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

COMPENSATION & PARCEL BREAKDOWN
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

Memorandum of Offer Page of

Memorandum Agreement Page 3 of 3

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|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 17 |

| | | |
|---|---------|------|
| Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its, | Initial | Date |
| | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

| Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Permanent Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 17 | FEE Simple | 2,552.64 | X | \$12.60 | = | \$32,163.26 |

| | |
|-------------------------------------|-------------|
| Total Permanent Parcel Value | \$32,163.26 |
| Total Permanent Compensation | \$32,163.26 |

| Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Temporary Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 17 | Construction Easement | 833.93 | X | \$1.40 | = | \$1,167.50 |

| | |
|-------------------------------------|------------|
| Total Temporary Parcel Value | \$1,167.50 |
| Total Temporary Compensation | \$1,167.50 |

| Compensation Breakdown | |
|-------------------------------|--------------------|
| Total Permanent Compensation | \$32,163.26 |
| Total Temporary Compensation | \$1,167.50 |
| Fencing | |
| Damages | |
| | |
| Total Compensation Due | \$33,330.76 |

TEMPORARY EASEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

TEMPORARY CONSTRUCTION EASEMENT

PCN

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|---|
| Project City of Bemidji - Project: 160567016 |
| Parcel(s) 17 |

Purpose of Easement (Check all that apply): Grading (including fills/cuts for driveway/highway, slope tie-ins/transitions)
 Drainage Fencing Staging area Sidewalk and/or curb ramp improvements Other

| | | | |
|---|-----------------|-------------|-------------------|
| Grantor(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Grantor(s) Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| | |
|------|--------------------|
| Date | County Beltrami |
|------|--------------------|

This easement, between Grantor(s) whose name and address is listed above and the LPA for the use and benefit of the LPA.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by LPA, the receipt whereof is hereby acknowledge, hereby grant, unto LPA, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of Minnesota, and more specifically described as follows, to wit:

Parcel 17 Temporary Easement

A temporary easement for roadway construction purposes over that part of Southeast Quarter of the Northeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the south line of said Northeast Quarter, a distance of 1286.07 feet; thence North 0 degrees 07 minutes 34 seconds East, a distance of 40.00 feet to the point of intersection of the northerly Right-of-Way line of 23rd Street with the easterly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County; thence North 0 degrees 01 minutes 26 seconds East on said easterly Right-of-Way line of Middle School Ave NW, a distance of 159.41 feet to the point of beginning; thence southerly 32.74 feet along a non-tangential curve concave to the east with a radius of 387.91 feet and a central angle of 4 degrees 50 minutes 09 seconds, and a chord that bears South 6 degrees 52 minutes 33 seconds East with a chord distance of 32.74 feet; thence southerly 115.24 feet along a non-tangential curve concave to the east with a radius of 575.83 feet and a central angle of 11 degrees 27 minutes 59 seconds, and a chord that bears South 15 degrees 08 minutes 10 seconds East with a chord distance of 115.05 feet; thence southeasterly 19.11 feet along a non-tangential curve concave to the northeast with a radius of 45.83 feet and a central angle of 23 degrees 53 minutes 27 seconds, with a chord that bears South 32 degrees 49 minutes 03 seconds East with a chord distance of 18.98 feet to said northerly Right-of-Way line of 23rd Street; thence South 89 degrees 52 minutes 25 seconds West on said northerly Right-of-Way line, a distance of 3.54 feet; thence northwesterly 17.03 feet on a non-tangential curve concave to the northeast with a radius of 40.83 feet and a central angle of 23 degrees 53 minutes 52 seconds, and a chord that bears North 32 degrees 49 minutes 03 seconds West with a chord distance of 16.91 feet; thence northerly 114.24 feet on a non-tangential curve concave to the east with a radius of 570.83 feet and a central angle of 11 degrees 27 minutes 59 seconds, and a chord that bears North 15 degrees 08 minutes 10 seconds West with a chord distance of 114.05 feet; thence northerly 32.31 feet along a non-tangential curve concave to the east with a radius of 382.91 feet and a central angle of 4 degrees 50 minutes 05 seconds, and a chord that bears North 6 degrees 52 minutes 33 seconds West with a chord distance of 32.30 feet; thence North 89 degrees 58 minutes

37 seconds West not tangent to last described curve, a distance of 4.98 feet to said easterly Right-of-Way line of Middle School Ave NW; thence South 0 degrees 01 minutes 26 seconds West on said easterly Right-of-Way line, a distance of 0.39 feet to the point of beginning.

Said easement area contains 833.93 square feet.

This easement grants to the LPA, the right of ingress and egress for the purpose of this project as stated above, so long as this easement shall remain in full force and effect. This easement does not change the current use of the subject parcel(s).

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with LPA use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the LPA by this instrument shall terminate upon completion of construction of said project, or in one year from the date of conveyance, whichever comes first. With reasonable access for finishing work the following year for grass re-seeding, clean-up, etc.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

GRANTOR(S)

| | |
|---|------|
| Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | |
| By, Its, | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW AGENT

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Title | |
| Signature | Date |

PERMANENT EASEMENT AGREEMENT

THIS INDENTURE is made this ____ day of _____, 2025 (the "Effective Date"), by and between, **Beltrami County, a political subdivision of the State of Minnesota**, whose post office address is **701 Minnesota Ave NW Bemidji, MN 56601**, (the "Grantor"), and the **City of Bemidji**, Minnesota, a municipal corporation and political subdivision of the State of Minnesota, whose post office address is **1351 5th Street NW, Bemidji, MN. 56601** (the "City").

RECITALS

WHEREAS, the City of Bemidji (the "City") has created the Middle School Ave NW and Hannah Ave NW Street Reconstruction Project, a Street Improvement project (the "Project"); and the City must acquire certain real property interests for the purpose of constructing, operating, maintaining and repairing the Roadway & drainage for the Project.

WHEREAS, the Grantor has agreed to give, grant, convey, and relinquish unto the City a Permanent Easement, as more specifically described below, for the purpose of constructing, operating, maintaining and repairing the Roadway for the Project, subject to the terms and conditions contained in this Permanent Easement.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants contained in this Permanent Easement, and other good and valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Permanent Easement Property.** The Grantor hereby gives, grants, conveys, and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors, and invitees, a permanent and perpetual easement and right of way for the purpose of constructing, operating, maintaining and repairing the Roadway, and use of the necessary appurtenances to manage said drainage, and related improvements and appurtenances in, on, over, under, across, and through the following described tract or parcel of land located in the County of Beltrami and the State of Minnesota, and described as follows:

Parcel 17 Permanent Easement

A permanent easement for roadway purposes over that part of Southeast Quarter of the Northeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the south line of said Northeast Quarter, a distance of 1286.07 feet; thence North 0 degrees 07 minutes 34 seconds East, a distance of 40.00 feet to the point of intersection of the northerly Right-of-Way line of 23rd Street with the easterly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County and the point of beginning; thence North 0 degrees 01 minutes 26 seconds East on said easterly Right-of-Way line of Middle School Ave NW, a distance of 159.41 feet; thence 32.74 feet along a non-tangent curve concave to the east with a radius of 387.91 feet and a central angle of 4 degrees 50 minutes 09 seconds, and a chord that bears South 6 degrees 52 minutes 33 seconds East with a chord distance of 32.74 feet; thence 115.24 feet along a non-tangential curve concave to the east with a radius of 575.83 feet and a central angle of 11 degrees 27 minutes 59 seconds, and a chord that bears South 15 degrees 08 minutes 10 seconds East with a chord distance of 115.05 feet; thence 19.11 feet along a non-tangential curve concave to the northeast with a radius of 45.83 feet and a central angle of 23 degrees 53 minutes 27 seconds, with a chord that bears South 32 degrees 49 minutes 03 seconds East with a chord distance of 18.98 feet to said northerly Right-of-Way line of 23rd Street; thence North 89 degrees 52 minutes 25 seconds West on said northerly Right-of-Way line, a distance of 44.31 feet to the point of beginning.

Said easement area contains 2,552.64 square feet.

(AKA the "Permanent Easement Property").

- 2. Permanent Easement Rights.** Under this Permanent Easement, the Grantor gives, grants, conveys, and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors, and invitees, this permanent and perpetual easement in, on, over, under, across, and through the Permanent Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, and/or removing the Roadway, and related improvements and appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation,

structures, or obstacles from the Permanent Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Easement Property. The City is not responsible for pre-existing environmental contamination or liabilities.

3. **Permanent Easement Runs With the Permanent Easement Property.** This Permanent Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Permanent Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the Grantor's heirs, successors, and assigns.

4. **Property.** That there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Permanent Easement Property, or any portion of the Permanent Easement Property. The Grantor will release, hold harmless, defend, and indemnify the City and the City's officers, employees, agents, representatives, contractors, and invitees from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Permanent Easement Property.

5. **Taxes.** The Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. The City will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

6. **Grantor's Use of the Permanent Easement Property.** The Grantor has the right and privilege to use the Permanent Easement Property at any time, in any manner, and for any purpose that is consistent with the City's rights and privileges under this Permanent Easement. The Grantor will not use, or permit use of, the Permanent Easement Property in any manner that disrupts or interferes with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor will promptly cease any activities and remove any structures or obstructions that interfere with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project, when directed by the City, at the Grantor's sole cost. The Grantor will repair or replace any of the City's structures, facilities, right of way, or any other property owned by the City damaged by the Grantor or as a result of the Grantor's use of the Permanent Easement Property, at the Grantor's sole cost.

7. **Encumbrances.** The Grantor will not encumber the Permanent Easement Property, or in any way disrupt or interfere with, the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor may mortgage the Permanent Easement Property, at the Grantor's sole discretion and without first obtaining the City's consent. If the Grantor rents or leases the Permanent Easement Property, any lessee's rights and uses are subject to this Permanent Easement, including the use restrictions described above; the Grantor will be fully responsible to the City for the Grantor's obligations under this Permanent Easement, including for any violations by any lessee.

8. **Waiver of Warranties.** The parties specifically agree neither the City, nor the City's officers, employees, agents, representatives, contractors, or invitees have made any representations or warranties in any way regarding the Project or the Grantor's ability to use the Permanent Easement Property following construction of the Project.

9. **Entire Agreement.** This Permanent Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Permanent Easement, and this Permanent Easement supersedes all other previous oral or written agreements between the parties.

[Signatures appear on the following page.]

PARCEL 17: 800016800



PERMANENT EASEMENT = 2552.64 SQ FT



TEMPORARY EASEMENT = 833.93 SQ FT



50
SCALE IN FEET

PARCEL 17
2114 23RD ST NW
BEMIDJI MN 56601
800016800

PARCEL SKETCH



SHEET

Beltrami County

Natural Resource Management

Application: Easements and Access Across County Lands

| | |
|--|--|
| Name of Applicant (Print or Type) City of Bemidji | |
| Address (Mailing and Physical, if different) 1351 5th St NW, Bemidji, MN 56601 | |
| Contact Person Sam Anderson, P.E. City Engineer/Director of Public Works Brian Wiesner-KLJ ROW Agent | Telephone Number 218-333-1851 701-429-1011 |

The applicant herein applies pursuant to Minnesota Statute 282.04, Subd. 4 and 4a and other applicable statutes for Easements and Access Across County Land described below, in accordance with all maps, plans, specifications and other supporting data submitted with this applications and made a part hereof.

- Crossing:** Permanent Maintenance Temporary (<120 days)
- Type:** Private Utility Local Government
- Number consecutively and describe the full area requested** (separate permanent and temporary easements, if applicable):

| No. | Forty (1/4, 1/4) or Government Lot | Section | Township | Range | Type of easement (Permanent or Temporary) | Total Sq. Ft. | Start and End Dates (if Temporary) |
|-----|------------------------------------|---------|----------|-------|---|---------------|--|
| 12 | NE4 | 6 | 146 | 33 | Temporary | 1,586 | Spring of 2025 (March -weather permitting)- December of 2025 |

* Important note: On 8 1/2" x 11" paper, attach a separate map and legal description for each easement requested.

- Utility requests:** Please indicate type of utility: _____
- Governmental requests:** Please list intended public use: Public Roadway Improvements
- Governmental requests:** Please attach the supporting resolution.
- Temporary requests:** Please specify abandonment plans (must occur within 30 days after project completion): _____

Application fee:

- For private and utility easements, there is a \$250.00 application fee (fee will be applied to total easement cost).
- Make checks payable to the Beltrami County Treasurer.
- No action will be taken on the application until the fee is submitted.
- If the final easement is not approved, all but \$100.00 will be refunded to the applicant.

MEMORANDUM OF OFFER TO LANDOWNER
 Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 12 |

| | | | |
|---|-----------------|-------------|-------------------|
| Landowner(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Landowner Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| | |
|---|---|
| Valuation Type <input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Waiver Valuation | Approved Compensation \$2,220.54 |
|---|---|

On behalf of the LPA, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

| |
|-------|
| Notes |
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| | |
|---------------------------------------|------|
| ROW AGENT | |
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

| | |
|----------------------|------|
| LPA APPROVAL | |
| Name (Type or Print) | |
| Signature | Date |

COMPENSATION & PARCEL BREAKDOWN
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

- Memorandum of Offer Page 2 of 2
 Memorandum Agreement Page of

| |
|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 12 |

| | | |
|---|---------|------|
| Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its, | Initial | Date |
| | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition Yes No

Temporary Acquisition Yes No

| Parcel # | Type of Temporary Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|----------|-------------------------------|--|---|--------------------------|---|---------------|
| 12 | Construction Easement | 1,586.1 | X | \$1.40 | = | \$2,220.54 |

| | | |
|------------------------------|--|------------|
| Total Temporary Parcel Value | | \$2,220.54 |
| Total Temporary Compensation | | \$2,220.54 |

| Compensation Breakdown | |
|------------------------------|------------|
| Total Permanent Compensation | |
| Total Temporary Compensation | \$2,220.54 |
| Fencing | |
| Damages | |
| | |
| Total Compensation Due | \$2,220.54 |

MEMORANDUM AGREEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 12 |

| | | | |
|--|-----------------|-------------|-------------------|
| Landowner Name(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Landowner Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| |
|--|
| Executed Document(s) (check all applicable): <input checked="" type="checkbox"/> Temporary Construction Easement, <input type="checkbox"/> Agreement for Entry Without Compensation, <input type="checkbox"/> Warranty Deed, <input type="checkbox"/> Subordination of Rights, <input type="checkbox"/> Permanent Maintenance Easement, <input type="checkbox"/> Other Easement Type(s) |
|--|

| | |
|---------------|---|
| Date Executed | Total Compensation \$2,220.54 |
|---------------|---|

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the LPA for the use and benefit of the LPA, on the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Check and initial the following applicable terms of this agreement

Landowner(s) Initials

| | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> | 1. The LPA assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction. | |
| <input type="checkbox"/> | 2. feet of fence to be moved by the owner prior to construction of the highway. | |
| <input type="checkbox"/> | 3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass. | |
| <input type="checkbox"/> | 4. LPA will not maintain any service road except those shown on the right of way plat. | |
| <input checked="" type="checkbox"/> | 5. Access will be provided throughout the construction process. | |
| <input type="checkbox"/> | 6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee. | |
| <input type="checkbox"/> | 7. The Landowner(s) shall inform any and all tenant(s) of proposed work. | |

| | |
|--------------|-----------------------|
| Additionally | Landowner(s) Initials |
|--------------|-----------------------|

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

The LPA, or his/her assigns, must approve all settlements. LPA will notify the Landowner(s) in writing if this settlement is not approved. Payment by the LPA must await approval of title and processing of a voucher and warrant by the auditor. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

LANDOWNER

| | |
|---|------|
| Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | |
| By, Its, | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW Agent

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

COMPENSATION & PARCEL BREAKDOWN
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 12 |

Addendum to:
 Memorandum of Offer Page of
 Memorandum Agreement Page of

| | | |
|---|---------|------|
| Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its, | Initial | Date |
| | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition Yes No

Temporary Acquisition Yes No

| Parcel # | Type of Temporary Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|----------|-------------------------------|--|---|--------------------------|---|---------------|
| 12 | Construction Easement | 1,586.1 | X | \$1.40 | = | \$2,220.54 |

| | |
|-------------------------------------|------------|
| Total Temporary Parcel Value | \$2,220.54 |
| Total Temporary Compensation | \$2,220.54 |

| Compensation Breakdown | |
|-------------------------------|------------|
| Total Permanent Compensation | |
| Total Temporary Compensation | \$2,220.54 |
| Fencing | |
| Damages | |
| | |
| Total Compensation Due | \$2,220.54 |

TEMPORARY EASEMENT
 Middle School Ave NW + Hannah Ave NW Reconstruction

TEMPORARY CONSTRUCTION EASEMENT

PCN

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|---|
| Project City of Bemidji - Project: 160567016 |
| Parcel(s) 12 |

Purpose of Easement (Check all that apply): Grading (including fills/cuts for driveway/highway, slope tie-ins/transitions)
 Drainage Fencing Staging area Sidewalk and/or curb ramp improvements Other

| | | | |
|---|-----------------|-------------|-------------------|
| Grantor(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Grantor(s) Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| | |
|------|--------------------|
| Date | County Beltrami |
|------|--------------------|

This easement, between Grantor(s) whose name and address is listed above and the LPA for the use and benefit of the LPA.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by LPA, the receipt whereof is hereby acknowledge, hereby grant, unto LPA, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of Minnesota, and more specifically described as follows, to wit:

Parcel 12 Temporary Easement

A temporary easement for road construction purposes over that part of the Southeast Quarter of the Northeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, with the easterly line of said easement described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 52 minutes 27 seconds West on the south line of said Southeast Quarter of the Northeast Quarter, a distance of 80.00 feet; thence North 0 degrees 08 minutes 13 seconds West; a distance of 40.00 feet to the point of intersection of the northerly Right-of-Way line of 23rd Street and the westerly Right-of-Way line of Hannah Avenue as laid out and recorded as CITY OF BEMIDJI PLAT NO. 4 and on file with the office of the Recorder of Beltrami County, Minnesota; thence North 0 degrees 08 minutes 13 seconds West on said westerly Right-of-Way line of Hannah Avenue, a distance of 194.723 feet to the point of beginning, thence continuing North 0 degrees 08 minutes 13 seconds West on said westerly Right-of-Way line of Hannah Avenue, a distance of 317.14 feet to the southeast corner of Lot 3, WESTRIDGE; thence North 88 degrees 50 minutes 47 seconds West on the south line of said Lot 3, a distance of 5.00 feet; thence South 0 degrees 08 minutes 13 seconds East parallel with said westerly Right-of-Way line of Hannah Avenue, a distance of 317.26 feet; thence North 89 degrees 51 minutes 47 seconds East, a distance of 5.00 feet to said westerly Right-of-Way line and the point of beginning.

Said easement area contains 1,586.1 square feet.

This easement grants to the LPA, the right of ingress and egress for the purpose of this project as stated above, so long as this easement shall remain in full force and effect. This easement does not change the current use of the subject parcel(s).

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with LPA use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the LPA by this instrument shall terminate upon completion of construction of said project, or in one year from the date of conveyance, whichever comes first. With reasonable access for finishing work the following year for grass re-seeding, clean-up, etc.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

GRANTOR(S)

| | |
|--|------|
| Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | |
| By, Its, | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW AGENT

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Title | |
| Signature | Date |

PARCEL 12: 800016800



PERMANENT EASEMENT= 0 SQ FT



TEMPORARY EASEMENT = 1,586.1 SQ FT



50
SCALE IN FEET

PARCEL 12
2115 23RD ST NW
BEMIDJI MN 56601
800016800

PARCEL SKETCH



SHEET

Beltrami County

Natural Resource Management

Application: Easements and Access Across County Lands

| | |
|---|---|
| Name of Applicant (Print or Type) City of Bemidji | |
| Address (Mailing and Physical, if different) 1351 5th St NW, Bemidji, MN 56601 | |
| Contact Person Sam Anderson, P.E. City Engineer/Director of Public Works Brian Wiesner - KLJ ROW Agent | Telephone Number 218-333-1851 701-429-1011 |

The applicant herein applies pursuant to Minnesota Statute 282.04, Subd. 4 and 4a and other applicable statutes for Easements and Access Across County Land described below, in accordance with all maps, plans, specifications and other supporting data submitted with this applications and made a part hereof.

1. **Crossing:** Permanent Maintenance Temporary (<120 days)
2. **Type:** Private Utility Local Government

3. **Number consecutively and describe the full area requested (separate permanent and temporary easements, if applicable):**

| No. | Forty (¼, ¼) or Government Lot | Section | Township | Range | Type of easement (Permanent or Temporary) | Total Acres | Start and End Dates (if Temporary) |
|-----|--------------------------------|---------|----------|-------|---|-------------|--|
| 15 | NW4SE4 | 6 | 146 | 33 | Temporary | 22,844.24 | Spring of 2025 (March -weather permitting)- December of 2025 |
| 15 | NW4SE4 | 6 | 146 | 33 | Permanent | 3,081.28 | |

* Important note: On 8½" x 11" paper, attach a separate map and legal description for each easement requested.

4. **Utility requests:** Please indicate type of utility: _____
5. **Governmental requests:** Please list intended public use: Public Roadway Improvements
6. **Governmental requests:** Please attach the supporting resolution.
7. **Temporary requests:** Please specify abandonment plans (must occur within 30 days after project completion):

Application fee:

- For private and utility easements, there is a \$250.00 application fee (fee will be applied to total easement cost).
- Make checks payable to the Beltrami County Treasurer.
- No action will be taken on the application until the fee is submitted.
- If the final easement is not approved, all but \$100.00 will be refunded to the applicant.

MEMORANDUM OF OFFER TO LANDOWNER
 Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 15 |

| | | | |
|---|-----------------|-------------|-------------------|
| Landowner(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Landowner Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| | |
|---|--|
| Valuation Type <input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Walver Valuation | Approved Compensation \$24,194.49 |
|---|--|

On behalf of the LPA, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

| |
|-------|
| Notes |
|-------|

ROW AGENT

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

COMPENSATION & PARCEL BREAKDOWN
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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Addendum to:

- Memorandum of Offer Page 2 of 2
 Memorandum Agreement Page of

| |
|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 15 |

| | | |
|---|---------|------|
| Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its, | Initial | Date |
| | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

| Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Permanent Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 15 | FEE Simple | 3,081.28 | X | \$4.51 | = | \$13,896.57 |

| | | | | | | |
|------------------------------|--|--|--|--|--|-------------|
| Total Permanent Parcel Value | | | | | | \$13,896.57 |
| Total Permanent Compensation | | | | | | \$13,896.57 |

| Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Temporary Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 15 | Construction Easement | 22,884.26 | X | \$0.45 | = | \$10,297.92 |

| | | | | | | |
|------------------------------|--|--|--|--|--|-------------|
| Total Temporary Parcel Value | | | | | | \$10,297.92 |
| Total Temporary Compensation | | | | | | \$10,297.92 |

| Compensation Breakdown | |
|-------------------------------|--------------------|
| Total Permanent Compensation | \$13,896.57 |
| Total Temporary Compensation | \$10,297.92 |
| Fencing | |
| Damages | |
| Total Compensation Due | \$24,194.49 |

MEMORANDUM AGREEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

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|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 15 |

| | | | |
|--|-----------------|-------------|-------------------|
| Landowner Name(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Landowner Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| |
|--|
| Executed Document(s) (check all applicable): <input checked="" type="checkbox"/> Temporary Construction Easement, <input type="checkbox"/> Agreement for Entry Without Compensation, <input type="checkbox"/> Warranty Deed, <input type="checkbox"/> Subordination of Rights, <input type="checkbox"/> Permanent Maintenance Easement, <input type="checkbox"/> Other Easement Type(s) |
|--|

| | |
|---------------|--|
| Date Executed | Total Compensation \$24,194.49 |
|---------------|--|

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the LPA for the use and benefit of the LPA, on the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Check and initial the following applicable terms of this agreement

Landowner(s) Initials

| | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> | 1. The LPA assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction. | |
| <input type="checkbox"/> | 2. feet of fence to be moved by the owner prior to construction of the highway. | |
| <input type="checkbox"/> | 3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass. | |
| <input type="checkbox"/> | 4. LPA will not maintain any service road except those shown on the right of way plat. | |
| <input checked="" type="checkbox"/> | 5. Access will be provided throughout the construction process. | |
| <input type="checkbox"/> | 6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee. | |
| <input type="checkbox"/> | 7. The Landowner(s) shall inform any and all tenant(s) of proposed work. | |

| | |
|--------------|-----------------------|
| Additionally | Landowner(s) Initials |
|--------------|-----------------------|

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

The LPA, or his/her assigns, must approve all settlements. LPA will notify the Landowner(s) in writing if this settlement is not approved. Payment by the LPA must await approval of title and processing of a voucher and warrant by the auditor. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

LANDOWNER

| | |
|---|------|
| Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | |
| By, Its, | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW Agent

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

COMPENSATION & PARCEL BREAKDOWN
Middle School Ave NW + Hannah Ave NW Reconstruction

PCN

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

Addendum to:

- Memorandum of Offer Page of
- Memorandum Agreement Page 3 of 3

| |
|---|
| Project City of Bemidji - Project: 160567016 |
| County Beltrami |
| Parcel(s) 15 |

| | | |
|---|---------|------|
| Landowner Name(s) (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota By, Its, | Initial | Date |
| | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

| Permanent Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Permanent Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 15 | FEE Simple | 3,081.28 | X | \$4.51 | = | \$13,896.57 |

| | | | | | | |
|-------------------------------------|--|--|--|--|--|-------------|
| Total Permanent Parcel Value | | | | | | \$13,896.57 |
| Total Permanent Compensation | | | | | | \$13,896.57 |

| Temporary Acquisition <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | |
|---|-------------------------------|--|---|--------------------------|---|---------------|
| Parcel # | Type of Temporary Acquisition | <input type="checkbox"/> Acres <input checked="" type="checkbox"/> Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
| 15 | Construction Easement | 22,884.26 | X | \$0.45 | = | \$10,297.92 |

| | | | | | | |
|-------------------------------------|--|--|--|--|--|-------------|
| Total Temporary Parcel Value | | | | | | \$10,297.92 |
| Total Temporary Compensation | | | | | | \$10,297.92 |

| Compensation Breakdown | |
|-------------------------------|--------------------|
| Total Permanent Compensation | \$13,896.57 |
| Total Temporary Compensation | \$10,297.92 |
| Fencing | |
| Damages | |
| Total Compensation Due | \$24,194.49 |

TEMPORARY EASEMENT

Middle School Ave NW + Hannah Ave NW Reconstruction

TEMPORARY CONSTRUCTION EASEMENT

PCN

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

| |
|---|
| Project City of Bemidji - Project: 160567016 |
| Parcel(s) 15 |

| | | | | |
|--|----------------------------------|---------------------------------------|---|--------------------------------|
| Purpose of Easement (Check all that apply): <input checked="" type="checkbox"/> Grading (including fills/cuts for driveway/highway, slope tie-ins/transitions) | | | | |
| <input type="checkbox"/> Drainage | <input type="checkbox"/> Fencing | <input type="checkbox"/> Staging area | <input type="checkbox"/> Sidewalk and/or curb ramp improvements | <input type="checkbox"/> Other |

| | | | |
|---|-----------------|-------------|-------------------|
| Grantor(s) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | | | |
| Grantor(s) Address 701 MINNESOTA AVE NW | City Bemidji | State MN | ZIP Code 56601 |

| | |
|------|--------------------|
| Date | County Beltrami |
|------|--------------------|

This easement, between Grantor(s) whose name and address is listed above and the LPA for the use and benefit of the LPA.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by LPA, the receipt whereof is hereby acknowledge, hereby grant, unto LPA, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of Minnesota, and more specifically described as follows, to wit:

Parcel 15 Temporary Easement

A temporary easement for roadway construction purposes over that part of Northwest Quarter of the Southeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the north line of said Southeast Quarter, a distance of 1366.11 feet; thence South 0 degrees 07 minutes 33 seconds West, a distance of 30.00 feet to the point of intersection of the southerly Right-of-Way line of 23rd Street with the westerly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County; thence North 89 degrees 52 minutes 27 seconds West on said southerly Right-of-Way line of 23rd Street NW, a distance of 98.27 feet to the point of beginning; thence South 36 degrees 57 minutes 13 seconds East, a distance of 25.13 feet thence South 83 degrees 05 minutes 49 seconds East, a distance of 32.48 feet; thence easterly 8.28 feet on a tangential curve concave to the south with a radius of 77.33 feet and a central angle of 6 degrees 07 minutes 52 seconds, and a chord that bears South 80 degrees 01 minutes 53 seconds East with a chord distance of 8.27 feet; thence southeasterly 49.11 feet on a non-tangential curve concave to the southwest with a radius of 40.83 feet and a central angle of 68 degrees 54 minutes 59 seconds, and a chord that bears South 42 degrees 30 minutes 27 seconds East with a chord distance of 46.20 feet; thence South 6 degrees 41 minutes 32 seconds East, a distance of 27.27 feet; thence North 83 degrees 28 minutes 15 seconds East, a distance of 7.93 feet to the westerly Right-of-Way of said Middle School Ave NW; thence South 0 degrees 20 minutes 01 seconds West on said westerly Right-of-Way line, a distance of 42.44 feet; thence North 72 degrees 22 minutes 24 seconds West, a distance of 425.28 feet to the southerly Right-of-Way line of said 23rd Street NW; thence South 89 degrees 52 minutes 27 seconds East on said southerly Right-of-Way line, a distance of 307.79 feet to the point of beginning.

Said easement area contains 22,884.26 square feet.

This easement grants to the LPA, the right of ingress and egress for the purpose of this project as stated above, so long as this easement shall remain in full force and effect. This easement does not change the current use of the subject parcel(s).

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with LPA use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the LPA by this instrument shall terminate upon completion of construction of said project, or in one year from the date of conveyance, whichever comes first. With reasonable access for finishing work the following year for grass re-seeding, clean-up, etc.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

GRANTOR(S)

| | |
|---|------|
| Name (Type or Print) BELTRAMI COUNTY, a political sub-division of the state of Minnesota | |
| By, Its, | |
| Signature | Date |

WITNESS

| | |
|----------------------|------|
| Name (Type or Print) | |
| Signature | Date |

ROW AGENT

| | |
|---------------------------------------|------|
| Name (Type or Print) Brian Wiesner | |
| Agency/Firm KLJ | |
| Signature | Date |

LPA APPROVAL

| | |
|----------------------|------|
| Name (Type or Print) | |
| Title | |
| Signature | Date |

PERMANENT EASEMENT AGREEMENT

THIS INDENTURE is made this ____ day of _____, 2025 (the “Effective Date”), by and between, **Beltrami County, a political subdivision of the State of Minnesota**, whose post office address is **701 Minnesota Ave NW Bemidji, MN 56601**, (the “Grantor”), and the **City of Bemidji**, Minnesota, a municipal corporation and political subdivision of the State of Minnesota, whose post office address is **1351 5th Street NW, Bemidji, MN. 56601** (the “City”).

RECITALS

WHEREAS, the **City of Bemidji** (the “City”) has created the Middle School Ave NW and Hannah Ave NW Street Reconstruction Project, a Street Improvement project (the “Project”); and the City must acquire certain real property interests for the purpose of constructing, operating, maintaining and repairing the Roadway & drainage for the Project.

WHEREAS, the Grantor has agreed to give, grant, convey, and relinquish unto the City a Permanent Easement, as more specifically described below, for the purpose of constructing, operating, maintaining and repairing the Roadway for the Project, subject to the terms and conditions contained in this Permanent Easement.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants contained in this Permanent Easement, and other good and valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Permanent Easement Property.** The Grantor hereby gives, grants, conveys, and relinquishes unto the City, and the City’s officers, employees, agents, representatives, contractors, and invitees, a permanent and perpetual easement and right of way for the purpose of constructing, operating, maintaining and repairing the Roadway, and use of the necessary appurtenances to manage said drainage, and related improvements and appurtenances in, on, over, under, across, and through the following described tract or parcel of land located in the County of Beltrami and the State of Minnesota, and described as follows:

Parcel 15 Permanent Easement

A permanent easement for roadway purposes over that part of Northwest Quarter of the Southeast Quarter, Section 6, Township 146 North, Range 33 West of the Fifth Principal Meridian, Beltrami County, Minnesota, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 6; thence North 89 degrees 52 minutes 27 seconds West on the north line of said Southeast Quarter, a distance of 1366.11 feet; thence South 0 degrees 07 minutes 33 seconds West, a distance of 30.00 feet to the point of intersection of the southerly Right-of-Way line of 23rd Street with the westerly Right-of-Way line of Middle School Ave NW as laid out in the CITY OF BEMIDJI PLAT No. 4 as on file with the Office of the Recorder of said Beltrami County and the point of beginning; thence North 89 degrees 52 minutes 27 seconds West on said southerly Right-of-Way line of 23rd Street NW, a distance of 98.27 feet; thence South 36 degrees 57 minutes 13 seconds East, a distance of 25.13 feet thence South 83 degrees 05 minutes 49 seconds East, a distance of 32.48 feet; thence easterly 8.28 feet on a tangential curve concave to the south with a radius of 77.33 feet and a central angle of 6 degrees 07 minutes 52 seconds, and a chord that bears South 80 degrees 01 minutes 53 seconds East with a chord distance of 8.27 feet; thence southeasterly 49.11 feet on a non-tangential curve concave to the southwest with a radius of 40.83 feet and a central angle of 68 degrees 54 minutes 59 seconds, and a chord that bears South 42 degrees 30 minutes 27 seconds East with a chord distance of 46.20 feet; thence South 6 degrees 41 minutes 32 seconds East, a distance of 27.27 feet; thence North 83 degrees 28 minutes 15 seconds East, a distance of 7.93 feet to the westerly Right-of-Way line of said Middle School Ave NW; thence North 0 degrees 20 minutes 01 seconds East on said westerly Right-of-Way line, a distance of 85.45 feet to the point of beginning.

Said easement area contains 3,081.28 square feet.

(AKA the "Permanent Easement Property").

2. **Permanent Easement Rights.** Under this Permanent Easement, the Grantor gives, grants, conveys, and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors, and invitees, this permanent and perpetual easement in, on, over, under, across, and through the Permanent Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, installing, operating, maintaining, repairing, replacing, improving, and/or removing the Roadway, and related improvements and appurtenances;

excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Permanent Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Easement Property. The City is not responsible for pre-existing environmental contamination or liabilities.

3. **Permanent Easement Runs With the Permanent Easement Property.** This Permanent Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Permanent Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon the Grantor's heirs, successors, and assigns.

4. **Property.** That there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Permanent Easement Property, or any portion of the Permanent Easement Property. The Grantor will release, hold harmless, defend, and indemnify the City and the City's officers, employees, agents, representatives, contractors, and invitees from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Permanent Easement Property.

5. **Taxes.** The Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. The City will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

6. **Grantor's Use of the Permanent Easement Property.** The Grantor has the right and privilege to use the Permanent Easement Property at any time, in any manner, and for any purpose that is consistent with the City's rights and privileges under this Permanent Easement. The Grantor will not use, or permit use of, the Permanent Easement Property in any manner that disrupts or interferes with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor will promptly cease any activities and remove any structures or obstructions that interfere with the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project, when directed by the City, at the Grantor's sole cost. The Grantor will repair

or replace any of the City's structures, facilities, right of way, or any other property owned by the City damaged by the Grantor or as a result of the Grantor's use of the Permanent Easement Property, at the Grantor's sole cost.

7. **Encumbrances.** The Grantor will not encumber the Permanent Easement Property, or in any way disrupt or interfere with, the City's use of the Permanent Easement Property, the City's rights and privileges under this Permanent Easement, or with the Project. The Grantor may mortgage the Permanent Easement Property, at the Grantor's sole discretion and without first obtaining the City's consent. If the Grantor rents or leases the Permanent Easement Property, any lessee's rights and uses are subject to this Permanent Easement, including the use restrictions described above; the Grantor will be fully responsible to the City for the Grantor's obligations under this Permanent Easement, including for any violations by any lessee.

8. **Waiver of Warranties.** The parties specifically agree neither the City, nor the City's officers, employees, agents, representatives, contractors, or invitees have made any representations or warranties in any way regarding the Project or the Grantor's ability to use the Permanent Easement Property following construction of the Project.

9. **Entire Agreement.** This Permanent Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Permanent Easement, and this Permanent Easement supersedes all other previous oral or written agreements between the parties.

[Signatures appear on the following page.]

PARCEL 151 800018100

PERMANENT EASEMENT = 308128 SQ FT

TEMPORARY EASEMENT = 2288426 SQ FT



50
SCALE IN FEET

PARCEL 151
2201 23RD ST NW
800018100

PARCEL SKETCH

SHEET





Meeting Date: March 4, 2025
Beltrami County Commission
Regular Agenda

AGENDA BILL

SUBJECT: Solid Waste Site Foreman position

RECOMMENDATIONS: Approve the creation of a Site Foreman position in the Solid Waste Division of Public Works

DEPARTMENT OF ORIGIN: Public Works – Solid Waste Division

CONTACT PERSON: Bruce Hasbargen, Public Works Director 218-333-8180

DATE SUBMITTED: February 25, 2025

CLEARANCES: position has been reviewed by Baker Tilly

BUDGET IMPACT: reorganization has been budgeted for

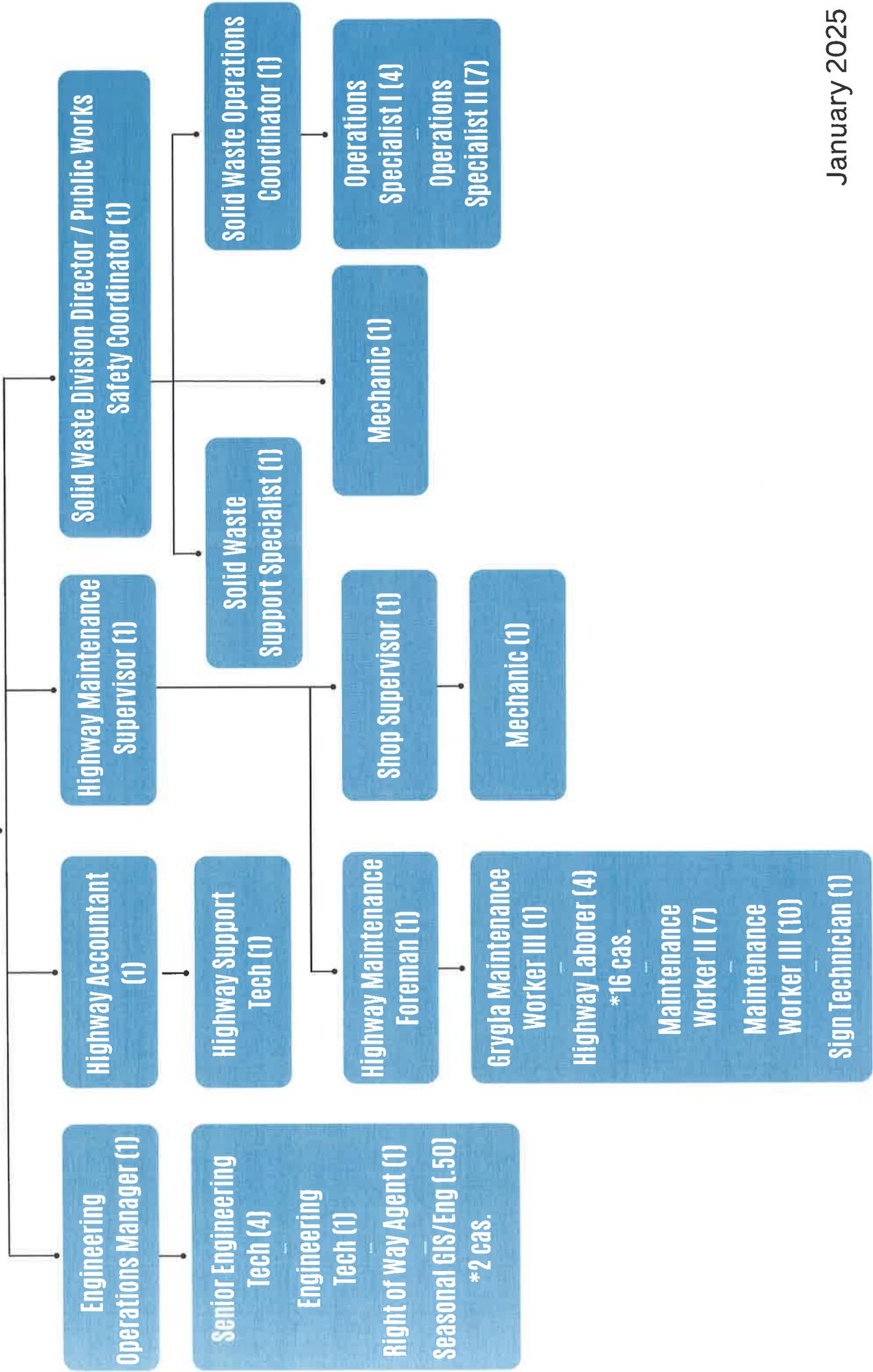
EXHIBITS: existing PW org chart, proposed PW org chart, SW Site Foreman position description, MOU with Union

SUMMARY STATEMENT:

The Solid Waste Division is requesting that a new Site Foreman position be created. The Site Foreman would oversee the operations at the Bemidji Transfer Station. Currently, the Operations Coordinator supervises the Blackduck Operations Specialist II, the Landfill Operations SII, two SII Roll-off truck drivers, and seven staff (four SI's and three SII's) at the Bemidji Transfer Station. See existing PW Org Chart. The proposed change would eliminate an SII position and create a Site Foreman position that would supervise the six staff (four SI's and two SII's) at the Bemidji Transfer Station. See proposed PW Org Chart. The proposed change does not change the number of staff, the number of FTE's remains the same. The proposed change will provide a foreman that will oversee the operations of the Bemidji Transfer Station that sees on average 700 visits/day and loading and transfer of 100 ton of waste/day (5 loads), 6 days a week.

Current Org Chart

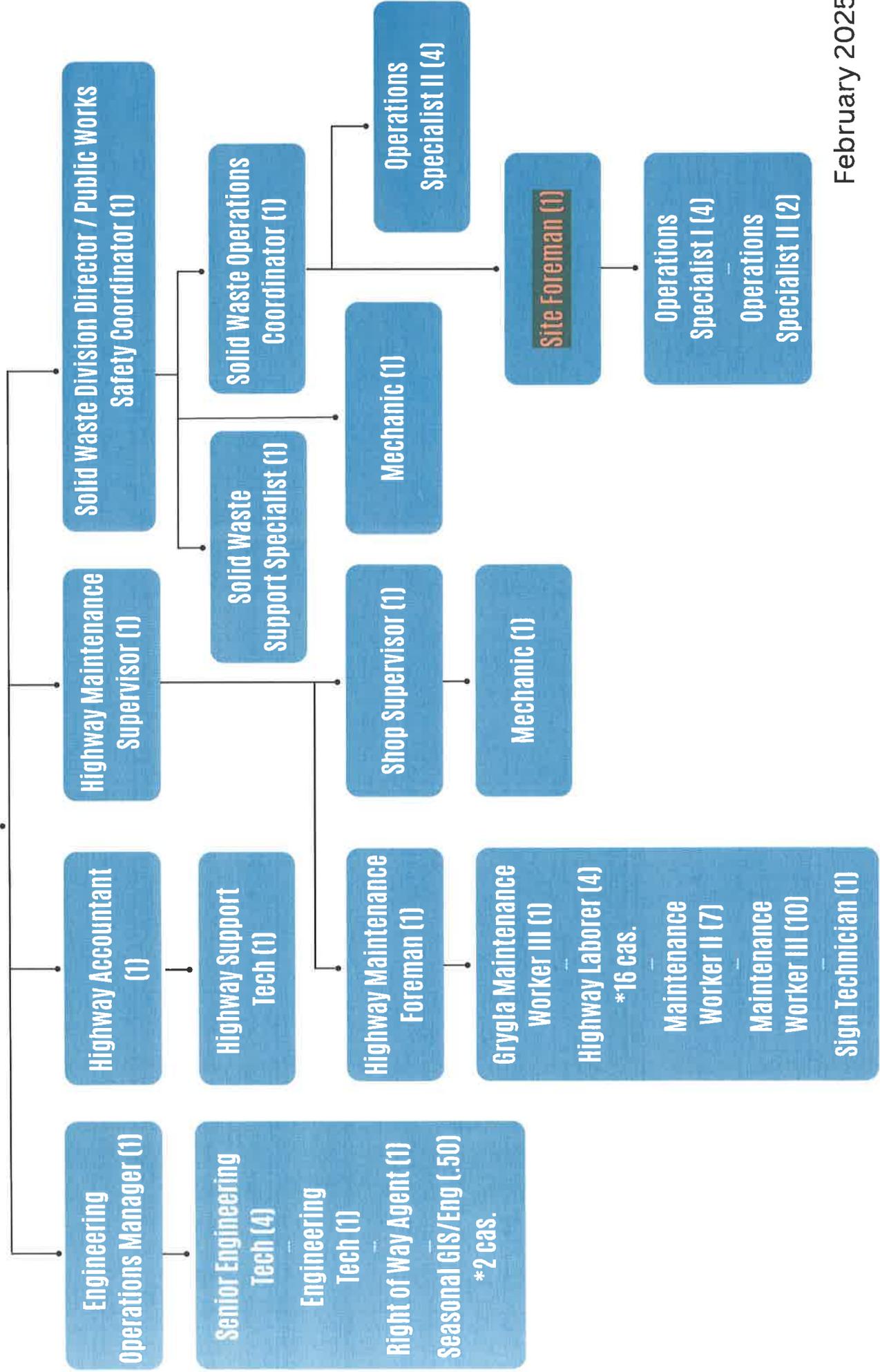
Public Works Director
BRUCE HASBARGEN



Proposed Org Chart



Public Works Director
BRUCE HASBARGEN



Solid Waste Site Foreman

Dept/Div: *Public Works / Solid Waste*

FLSA Status: *Non-Exempt*

General Definition of Work

Oversees a variety of tasks at the Bemidji Transfer Station, including managing and training employees, ensuring compliance with Minnesota Pollution Control Agency (MPCA) permit and reporting requirements, and prioritizing employee and customer safety. Works on the floor with staff, manages facility and employee complaints, handles facility accident reports, and operates light and heavy equipment. Work is performed under the supervision of the Solid Waste Operations Coordinator.

Minimum Qualifications

- High School Diploma or GED.
- Three years of solid waste experience.
- MPCA Type III Landfill Inspector Certification.
- MPCA HHW Certification.
- EPA HVAC Certification.
- On & Off-Road Forklift/Scissor Lift License
- MN LTAP Truck Weight Education Certification.
- MN LTAP Communicating with the Public for Field Staff Certification.
- Valid Class A CDL.

Essential Functions & Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

Site Foreman:

- Plans, directs, and monitors daily and weekly duties for assigned employees at the Bemidji Transfer Station.
- Supervises employees, ensures compliance with employee contract requirements, and enforces facility rules and regulations.
- Investigates and documents complaints and accidents.
- Accountable for all equipment and tools assigned to the facility.
- Enforce County, State, and Federal regulations related to solid waste, recycling, landfilling, and household hazardous waste.
- Maintain excellent working relationships with vendors, contractors, and state inspectors.

Facility Operations:

- Sorts and identifies various waste streams, including hazardous waste, electronics, appliances, and recyclables.
- Tracks waste entering and leaving the facility, charge for billable waste, and maintain the cash register and end-of-day reports.
- Communicates and directs customers and haulers.
- Inspects for regulatory compliance and addresses customer issues.
- Maintains facility grounds, including snow removal, cleaning, mowing, and emergency response.
- Processes and transports special waste, including refrigerants, batteries, and electronics.
- Assists with unloading up to 900 cars daily and interprets site design layouts.
- Ensures compliance with safety standards and facility plans, including emergency and stormwater procedures.

Heavy Equipment Operation and Maintenance:

- Operates heavy equipment (forklift, skid steer, telehandler, commercial paper shredder, baler, material handler, excavator, wheeled loader, track loader, landfill compactor, spotter truck, scissor lift, roll-off truck, and floor scrubber) for processing, loading, and compaction.
- Utilizes heavy equipment to compact, cover, and slope demolition waste to proper survey reference points (back-up Landfill Operator).
- Loads and scales transfer trailers daily with material handler, requiring highly skilled operation to avoid damage to buildings or transfer trailers.

Knowledge, Skills and Abilities

General knowledge of the principles, practices and procedures of the solid waste industry; thorough knowledge of hazardous and toxic waste; general knowledge of equipment preventive maintenance plans; thorough knowledge of safety manuals and emergency actions plans; thorough knowledge of landfill and facilities equipment; general knowledge of standard office equipment and software; general knowledge of State and County solid waste management plans; ability to prepare written documents and reports; ability to make arithmetic computes, compute rates ratios and percentage; ability to communicate and establish and maintain effective working relationships with associates, local, state, and federal officials, citizen groups, committees, businesses, contractors, consultant and the public.

Physical Requirements

This work requires the frequent exertion of up to 25 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires using hands to finger, handle or feel, frequently requires sitting, speaking or hearing and reaching with hands and arms and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to fumes or airborne particles, exposure to outdoor weather conditions and exposure to vibration and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to toxic or caustic chemicals, exposure to extreme heat (non-weather), exposure to the risk of electrical shock and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

Special Requirements

- Ongoing job-specific training.
- Employment offer contingent upon successfully passing drug screening and background check.

Last Revised: 02/19/2025

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is made and entered into by and between the **County of Beltrami** ("County") and the **International Union of Operating Engineers, Local #49, Public Works Unit** ("Union"). Collectively, the parties agree to the following terms and conditions:

Whereas, the County has created a new position and completed a job evaluation with Baker Tilly, and

Whereas, the parties wish to formalize the addition and adjustment of positions in the County's organizational structure, it is agreed as follows:

1. Creation of Position:

The position of **Solid Waste Site Foreman** is hereby added to the contract salary schedule, assigned to **Pay Grade 7**, and will be effective as of **XX/XX/25**.

2. Addition of Position:

One (1) **Solid Waste Site Foreman** position shall be added to the County's workforce.

3. Reduction of Position:

One (1) **Solid Waste Operations Specialist II** position will be eliminated, with this reduction to be reflected in any previously agreed-upon Letters of Understanding (LOUs) or Memoranda of Understanding (MOUs) between the parties.

4. Incorporation into the Labor Agreement:

This MOU shall be considered an addendum to the existing labor agreement between the County and the Union and shall be incorporated as such, with all terms of the existing agreement remaining in full force and effect, except as specifically modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

County of Beltrami:

By: _____
County Administrator

Date: _____

International Union of Operating Engineers, Local #49, Public Works Unit:

By: _____
Business Representative

Date: _____



Date: March 4, 2025
Beltrami County Commission

REGULAR MEETING AGENDA BILL

SUBJECT: 2025 Development Fund Grant Appropriation

RECOMMENDATIONS: Discuss and Approve the Funding Awards for 2025

DEPARTMENT OF ORIGIN: County Administrator

CONTACT PERSON: Tom Barry 333-4109

DATE SUBMITTED: February 26, 2025

BUDGET IMPACT: \$45,000

ATTACHMENTS:

- 1) 2025 Grant Application Packet (Previously Sent via email)
- 2) Development Fund Scoring Sheet

SUMMARY STATEMENT:

The County Development Fund is used to distribute revenue received by the County from the management of tax-forfeited land. State Statute sets the limits for the distribution formula and directs that funding must be used for activities that meet the definition for the promotion of tourism, agriculture and industrial development in the County. The County Board set aside \$45,000 for awards for 2025. Grant invitations were sent out on January 22nd and Grantees were given until February 21st to complete and submit applications. Staff distributed the complete Development Fund Grant Application Packet to the Board via email on February 25th. The Packet included the application made by each agency and the scoring sheet. The Board should come prepared to share their recommended allocations at the meeting.

**Development Fund Grant Applications
- 2025**

| | Requested 2025 | Gaasvig | Gould | Winger | Sumner | Carlson | Average |
|---|-------------------|---------|-------|--------|--------|---------|---------|
| Beltrami County Agriculture Association | \$53,500 | | | | | | \$0 |
| Beltrami County Historical Society | \$2,364 | | | | | | \$0 |
| Bemidji Area Chamber of Commerce | \$5,000 | | | | | | \$0 |
| City of Bemidji | \$3,000 | | | | | | \$0 |
| Blackduck Golf Course | \$440 | | | | | | \$0 |
| Blackduck Area History & Art Center | \$1,200 | | | | | | \$0 |
| Boys and Girls Club of Bemidji Area | | | | | | | |
| Friends of Bemidji State Park | \$6,948 | | | | | | \$0 |
| Greater Bemidji | \$5,340.00 | | | | | | \$0 |
| Watermark Art Center | \$40,000 | | | | | | \$0 |
| | \$2,000 | | | | | | \$0 |
| | \$119,792 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Approved Funding \$
Level - 2025 45,000.00



**DATE: March 4, 2025
Beltrami County Commission
Regular Meeting Agenda**

AGENDA BILL

SUBJECT: Commissioners' Business Items

RECOMMENDATIONS: Discussion

DEPARTMENT OF ORIGIN: N/A

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

DATE SUBMITTED: February 27, .2025

CLEARANCES: N/A

BUDGET IMPACT: N/A

EXHIBITS: N/A

SUMMARY STATEMENT:

Discussion of:

- Legislative/Lobbying Issues
- Commissioners' Reports
- Review Upcoming Meeting Schedule

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

March 4, 2025

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

March 18, 2025

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

April 1, 2025

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

April 15, 2025

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

May 6, 2025

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

May 20, 2025

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

June 3, 2025

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

June 17, 2025

3:00 p.m. Work Meeting, Board Room
5:00 p.m. Regular Board Meeting, Board Room
Beltrami County Administration Building
6:00 p.m. BOARD OF APPEAL & EQUALIZATION

July 1, 2025

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

July 15, 2025

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

August 5, 2025

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

August 19, 2025

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

September 2, 2025

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

September 16, 2025

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

October 7, 2025

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

October 21, 2025

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

November 4, 2025

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

November 18, 2025

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

December 2, 2025

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

December 16, 2025

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

Township Officer Meeting:
Northern Town Hall
Beltrami Association of Officers (BATO)
4th Tuesday @ 6:30 pm
 March 25 Tim Sumner
 June 24 Joe Gould
 October 28 Scott Winger

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

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|--------------|---------------|
| January 8 | Craig Gaasvig |
| January 22 | Joe Gould |
| February 5 | Scott Winger |
| February 19 | Tim Sumner |
| March 5 | John Carlson |
| March 19 | Craig Gaasvig |
| April 2 | Joe Gould |
| April 16 | Scott Winger |
| May 7 | Tim Sumner |
| May 21 | John Carlson |
| June 4 | Craig Gaasvig |
| June 18 | Joe Gould |
| July 2 | Scott Winger |
| July 16 | Tim Sumner |
| August 6 | John Carlson |
| August 20 | Craig Gaasvig |
| September 3 | Joe Gould |
| September 17 | Scott Winger |
| October 8 | Tim Sumner |
| October 22 | John Carlson |
| November 5 | Craig Gaasvig |
| November 19 | Joe Gould |
| December 3 | Scott Winger |
| December 17 | Tim Sumner |

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

Subject to change

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