



BELTRAMI COUNTY

WORK MEETING AGENDA

Beltrami County Board of Commissioners
April 1, 2025
3:00 p.m.

Meeting to be Held in the County Board Room
County Administration Building, 701 Minnesota Ave 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 – 3:00 p.m.
2. Introduction of New Employees
3. Identify Future Work Meeting Topics
4. Sanford Center Update – 3:05 p.m. Pg. 1
5. Public Works – Highway 2025 Projects Update – 3:25 p.m. Pg. 2
6. Public Works – Highway Division Grant Updates– 3:35 p.m. Pg. 4
7. Road Exchange with the City of Tenstrike Update – 3:45 p.m. Pg. 5
8. Quit Claim Deeds for Road Right-of-Way Corrections – 3:55 p.m. Pg. 14
9. Current Jail Facility Design Proposal – 4:00 p.m. Pg. 27
10. Jail Property Purchase Agreement– 4:10 p.m. Pg. 30
11. Policy Committee Discussion – 4:20 p.m. Pg. 48
12. Administrator’s Update – 4:40 p.m.
13. Other Business Items – 4:45 p.m.
a) Review Bills
14. Review Agenda for the April 1, 2025 Regular Board Meeting – 4:50 p.m.
15. Adjourn – 4:55 p.m.



Date: April 1, 2025
Beltrami County Commission

WORK MEETING AGENDA BILL

SUBJECT: Sanford Center Update

RECOMMENDATIONS: Receive an Update on the Sanford Event Center

DEPARTMENT OF ORIGIN: Administration

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

DATE SUBMITTED: March 27, 2025

CLEARANCES: Administrator

BUDGET IMPACT: None

ATTACHMENTS: None

SUMMARY STATEMENT:

Bobby Anderson, General Manager of the Sanford Center, will provide an update on the event center to the Board and be available for questions.



**Meeting Date: April 1, 2025
Beltrami County Commission
Work Agenda**

AGENDA BILL

SUBJECT: 2025 Projects Update

RECOMMENDATIONS: none

DEPARTMENT OF ORIGIN: Public Works – Highway Division

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

DATE SUBMITTED: March 27, 2025

CLEARANCES: None

BUDGET IMPACT: None

EXHIBITS: map

SUMMARY STATEMENT:

County Engineer will give an update on the projects planned for 2025.

31 miles of paving (overlays, complete resurfacing)

60 miles of chip sealing

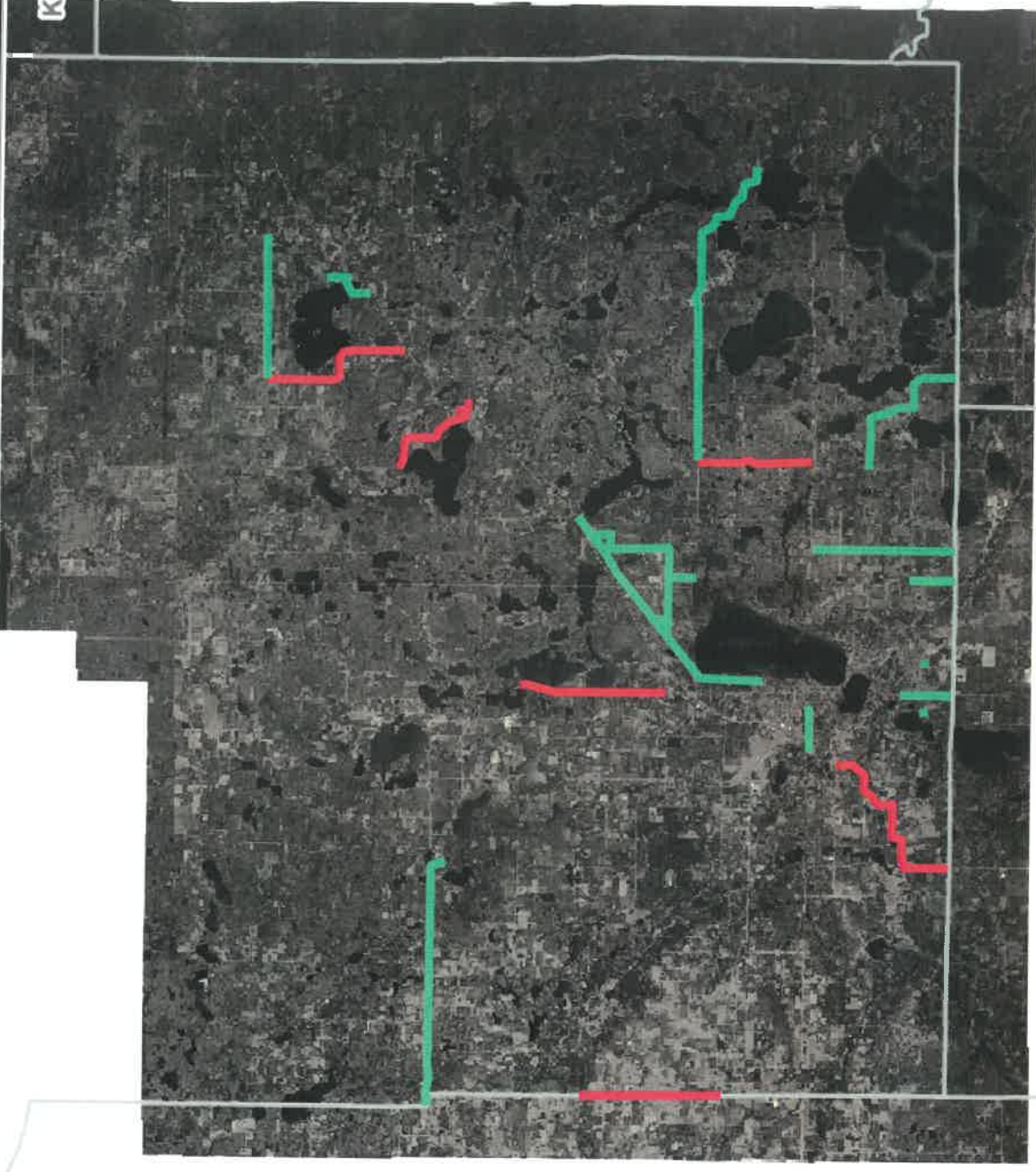
Koochiching County

Itasca County

Cass County

Hubbard County

Clearwater County



The information on this map is provided on an "as-is" basis without warranty of any type, expressed or implied, including but not limited to any warranty as to its accuracy, currency, suitability, or reliability for any purpose.

Red-paving, Green-chip seals

Scale 1:556,908

Date: 3/27/2025

This map is not a substitute for a land survey and should not be used for locating property lines or other boundaries. Lines on this map are approximate.





Meeting Date: April 1, 2025
Beltrami County Commission
Work Agenda

AGENDA BILL

SUBJECT: Grant Updates

RECOMMENDATIONS: None

DEPARTMENT OF ORIGIN: Public Works – Highway Division

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

DATE SUBMITTED: March 26, 2025

CLEARANCES: None

BUDGET IMPACT: Grants will reduce local funding required.

EXHIBITS: None

SUMMARY STATEMENT:

Last year Beltrami County was awarded two state grants from the Advisory Council on Traffic Safety (ACTS). This was a new grant program. The Highway Department was to receive \$120,000 for equipment to improve safety in work zones. The Sheriff's Department was to receive \$26,500 for two portable dynamic speed feedback trailers. We have now been notified by ACTS that they were not given granting authority and so they cannot provide the grants as planned.

Beltrami County Highway was recently awarded a federal grant. We will receive \$700,000 from the Carbon Reduction Program (CRP) for our resurfacing project on CSAH 32, Lumberjack Rd, in 2027. There is no change in the project. The additional federal funding will reduce the amount of Local Option Sales Tax and/or County State Aid Highway funding we will need for the project.

Beltrami County Highway was recently awarded a federal grant. We will receive \$500,000 from the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) grant for our reconstruction project on CSAH 42, Lakewood Ave, in 2028. The project will move up from 2029 to 2028 in our current 5-year plan. The federal funding will reduce the amount of Local Option Sales Tax and/or County State Aid Highway funding we will need for the project.



Meeting Date: April 1, 2025
Beltrami County Commission
Work Agenda

AGENDA BILL

SUBJECT: Update on road exchanges with the City of Tenstrike

RECOMMENDATIONS: proceed with exchange

DEPARTMENT OF ORIGIN: Public Works – Highway Division

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

DATE SUBMITTED: March 27, 2025

CLEARANCES: None

BUDGET IMPACT: None

EXHIBITS: seven draft resolutions, CSAH 49 map

SUMMARY STATEMENT:

The County and City of Tenstrike have been working towards exchanging routes. Tenstrike has acquired the needed right of way. The reconstruction of Main Ave is part of our 2025 construction program. To formally exchange routes there are multiple resolutions that will need to be approved by both entities. Draft resolutions are included for reference. We will first have Tenstrike approve their resolutions and then bring the resolutions for the County Board to approve.

The removal of County State Aid Highway designation on CSAH 91 provides us with mileage that we can reallocate to another road segment. My recommendation is to designate Wildwood Road (CR 307) from CSAH 21 to TH 71 as CSAH 49. We have received preliminary approval from State Aid for the redesignation.

Municipal Concurring Resolution (Beltrami County Revoking CSAH 91 Designation)

WHEREAS, the County Board of the County of Beltrami has proposed to revoke designation of County State Aid Highway No. 91 within the corporate limits of Tenstrike, as follows:

Beginning at the junction of 3rd Ave N (CSAH 43) and Main St, thence east one block to 2nd Ave NE, thence north one block to Dudrey St. NE, thence west one block to the junction of 3rd Ave N (CSAH 43) and Dudrey St NE and there terminating. Centerline length is approximately 0.21 miles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tenstrike that said revocation is in all things approved.

Adopted: (date) _____

Mike Fellows, Mayor

Attest: _____

Erica Lundberg, Clerk

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the City Council of said City on _____ (date).

City Clerk
City of Tenstrike

Resolution to Accept County State Aid Highway 91

WHEREAS, it appears to the County Board of the County of Beltrami that the road hereinafter described as County State Aid Highway 91 shall be revoked to the City of Tenstrike under the provisions of Minnesota Laws;

WHEREAS, it appears to be more appropriate for County State Aid Highway 91 to be under City jurisdiction due to the relative traffic volume, type of traffic, location, spacing, continuity with jurisdiction and overall function of the road;

WHEREAS, Minnesota Statutes 163.11, provides for the revocation and reversion of a county road to a city;

NOW THEREFORE, BE IT RESOLVED, the City of Tenstrike agrees to assume jurisdiction and maintenance of the road described as follows, to-wit;

COUNTY STATE AID HIGHWAY No. 91

Beginning at the junction of Main St E and 2nd Ave NE, thence north one block to Dudrey St. NE, thence west one block to the junction of 3rd Ave N (CSAH 43) and Dudrey St NE and there terminating. Centerline length is approximately 0.14 miles.

Adopted: (date)

Mike Fellows, Mayor

Attest:

Erica Lundberg, Clerk

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the City Council of said City on _____(date).

City Clerk

City of Tenstrike

Resolution to Support County Jurisdiction over a Portion of Main Street

WHEREAS, it appears to the County Board of the County of Beltrami that the road hereinafter described as Main Street shall be taken over as a County Highway under the provisions of Minnesota Laws;

WHEREAS, it appears to be more appropriate for Main Street to be under county jurisdiction due to the relative traffic volume, type of traffic, location, spacing, continuity with jurisdiction and overall function of the road;

WHEREAS, Minnesota Statutes 163.11, provides for the County to take jurisdiction of a city street;

NOW THEREFORE, BE IT RESOLVED, the City of Tenstrike supports the County to assume jurisdiction and maintenance of the road described as follows, to-wit;

MAIN STREET

Beginning at the junction of Main St E and 2nd Ave NE, thence east to the junction of Main St E and Three Culverts Rd SE (CR 307) and there terminating. Centerline length is approximately 0.34 miles.

BE IT FURTHER RESOLVED, that the right of way currently held by the City for Main Street described above, comprised of all easements, dedications, donations and prescriptions, as well as all right of way held in fee, shall be considered to be a part of the transfer and is hereby quit claimed and transferred to Beltrami County and shall be under its jurisdiction and its responsibility, including the roadway and all public utilities located within said right of way.

Adopted: (date) _____

Mike Fellows, Mayor

Attest: _____

Erica Lundberg, Clerk

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the City Council of said City on _____(date).

City Clerk

City of Tenstrike

Resolution Revoking County State Aid Highway 91

WHEREAS, it appears to the County Board of the County of Beltrami that the road hereinafter should no longer be designated County State Aid Highway 91 under the provisions of Minnesota Law.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Beltrami that the road be described as follows, to-wit:

County State Aid Highway 91

Beginning at the junction of 3rd Ave N (CSAH 43) and Main St, thence east one block to 2nd Ave NE, thence north one block to Dudrey St. NE, thence west one block to the junction of 3rd Ave N (CSAH 43) and Dudrey St NE and there terminating. Centerline length is approximately 0.21 miles.

be, and hereby is, revoked as a County State Aid Highway of said County, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration.

Resolution Reverting Road to City of Tenstrike

WHEREAS, it appears to the County Board of the County of Beltrami that the road hereinafter should no longer be a County Highway under the provisions of Minnesota Law.

WHEREAS, it appears that it be more appropriate for the road to be under the jurisdiction of the City of Tenstrike due to the relative traffic volume, type of traffic, location, spacing, continuity with jurisdiction, and overall function of the road;

WHEREAS, the City of Tenstrike has agreed to assume jurisdiction and maintenance of the road;

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Beltrami that the road be described as follows, to-wit:

Beginning at the junction of Main St E and 2nd Ave NE, thence north one block to Dudrey St. NE, thence west one block to the junction of 3rd Ave N (CSAH 43) and Dudrey St NE and there terminating. Centerline length is approximately 0.14 miles.

be, and hereby is, reverted to the City of Tenstrike.

BE IT FURTHER RESOLVED, that the right of way currently held by the County of Beltrami for the road described above, comprised of all easements, dedications, donations and prescriptions, as well as all right of way held in fee, shall be considered to be a part of this revocation and is hereby quit claimed and transferred to the City of Tenstrike and shall be under its jurisdiction and its responsibility, including the roadway and all public utilities located within said right of way.

Resolution Establishing County Road 307

WHEREAS, it appears to the County Board of the County of Beltrami that the road hereinafter should be designated County Road 307 under the provisions of Minnesota Law.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Beltrami that the road be described as follows, to-wit:

MAIN STREET E - CR 307

Beginning at the junction of Main St E and 3rd Ave N, thence east to the junction of Main St E and Three Culverts Rd SE (CR 307) and there terminating. Centerline length is approximately 0.40 miles.

be, and hereby is established, located, and designated a County Road of said County.

Resolution Establishing County State Aid Highway 49

WHEREAS, it appears to the County Board of the County of Beltrami that the road hereinafter should be designated County State Aid Highway 49 under the provisions of Minnesota Law.

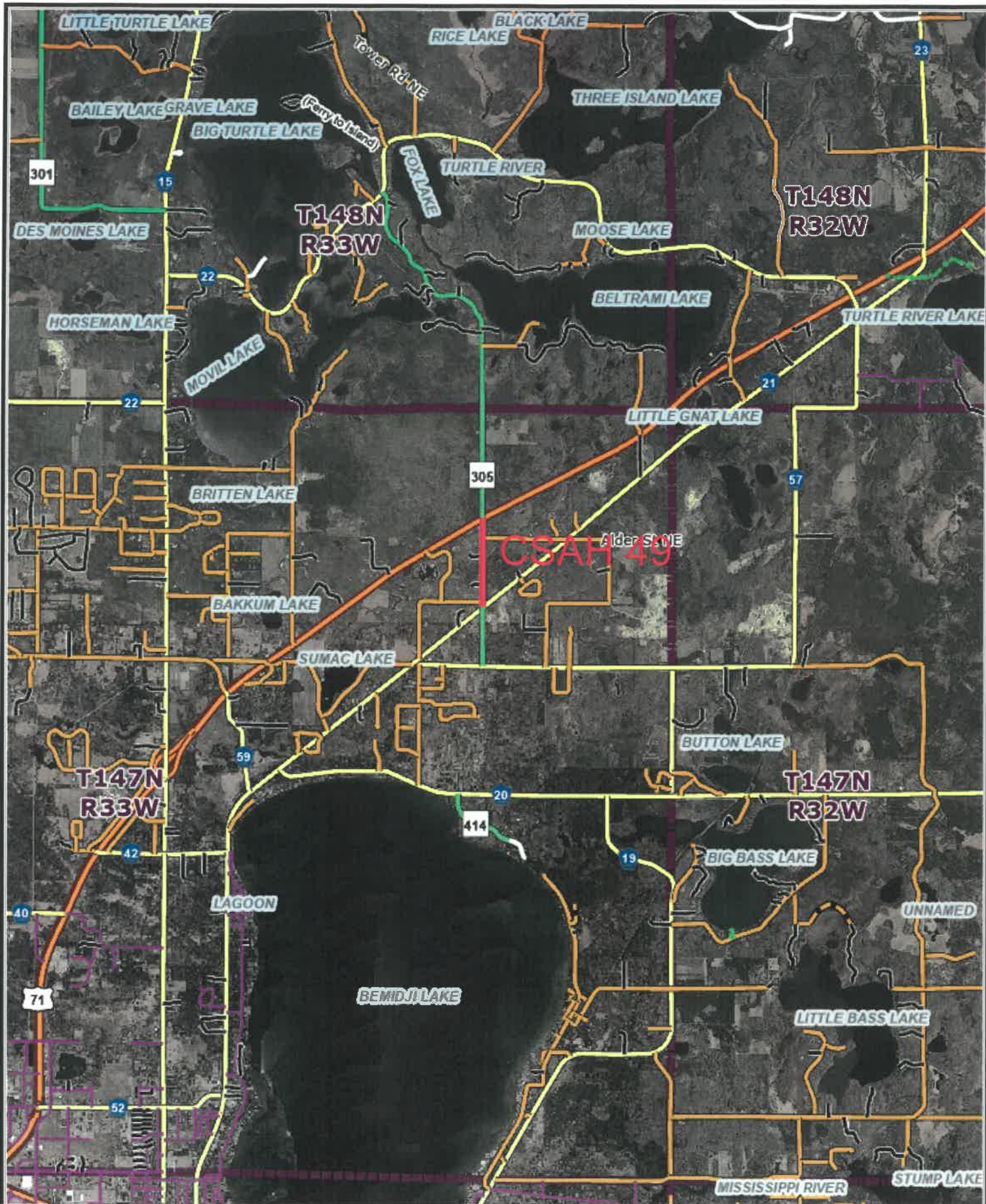
NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Beltrami that the road be described as follows, to-wit:

Wildwood Rd NE

Beginning at the junction of Wildwood Rd NE and Bemidji Rd NE (CSAH 21), thence north to the junction of Wildwood Rd NE and Hwy 71 NE, and there terminating. Centerline length is approximately 0.67 miles.

be, and hereby is established, located, and designated a County State Aid Highway of said County, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon their approval of the designation of said road or portion thereof, that same be constructed, improved and maintained as a County State Aid Highway of the County of Beltrami, to be numbered and known as County State Aid Highway 49.



The information on this map is provided on an "as-is" basis without warranty of any type, expressed or implied, including but not limited to any warranty as to its accuracy, currency, suitability, or reliability for any purpose.

Establish CSAH 49

Scale 1:92,063

Date: 3/5/2025

This map is not a substitute for a land survey and should not be used for locating property lines or other boundaries. Lines on this map are approximate.





Meeting Date: April 1, 2025
Beltrami County Commission
Work Agenda

AGENDA BILL

SUBJECT: Quit Claim Deeds for CSAH 20 and CSAH 21 ROW correction

RECOMMENDATIONS: Authorize signing of deeds

DEPARTMENT OF ORIGIN: Public Works – Highway Division

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

DATE SUBMITTED: March 26, 2025

CLEARANCES: None

BUDGET IMPACT: None

EXHIBITS: Four Quit Claim Deeds

SUMMARY STATEMENT:

In 1984 the County acquired right of way for the realignment of the CSAH 20 and CSAH 21 intersection. In reviewing and documenting right of way for our planned project on CSAH 20, Birchmont Beach Rd, we found a minor discrepancy in the description used in that prior right of way acquisition. To correct the error, we have prepared Quit Claim deeds that describes the right of way correctly. All adjacent landowners have approved their deeds and I recommend that the County authorize signing of the attached four deeds.

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: \$ 1.65

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Beltrami
(insert name of Grantor)

a political corporation under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Gold Coast of Bemidji, LLC
(insert name of Grantee)

a limited liability company under the laws of Minnesota ("Grantee"),
real property in Beltrami County, Minnesota, legally described as follows:

See attached Exhibit A

Total consideration of this transaction is \$3,000 or less.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Beltrami
(name of Grantor)

By: _____
(signature)

Its: Chairman of the Board of Commissioners
(type of authority)

By: _____
(signature)

Its: County Administrator
(type of authority)

State of Minnesota, County of Beltrami

This instrument was acknowledged before me on _____, by Craig Gaasvig
(month/day/year) *(name of authorized signer)*

_____ as Chairman of the Board of Commissioners
(type of authority)

and by Thomas H. Barry
(name of authorized signer)

as County Administrator of County of Beltrami
(type of authority) *(name of Grantor)*

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Beltrami County Highway Dept.
2491 Adams Ave NW
Bemidji, MN 56501

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

(insert legal name and residential or business address of Grantee)

Gold Coast of Bemidji, LLC
7598 Bemidji Rd NE
Bemidji, MN 56601

EXHIBIT A

GOLD COAST OF BEMIDJI, LLC – 31.01012.02

Those portions of Government Lot 1, Section 21, and Government Lot 1, Section 16, all in Township 147 North, Range 33 West, Beltrami County, Minnesota, inclusive of part of Lot A, Auditor's Plat No. 10, according to the recorded plat thereof, described as follows: Commencing at the East Quarter Corner of Section 16, Township 147 North, Range 33 West, Beltrami County, Minnesota (said East Quarter Corner is designated by a cast iron monument as documented in the Office of the Beltrami County Recorder by Document No. A000508704); thence South $00^{\circ}35'26''$ West, bearing based on the Beltrami County Coordinate System, South Zone, along the east line of said Section 16, a distance of 1329.11 feet to the Northeast Corner of Government Lot 1, said Section 16, said corner is designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South $00^{\circ}31'03''$ West, along the east line of said Government Lot 1, a distance of 801.29 feet to the intersection with the north line of said Lot A, Auditor's Plat No. 10 (the east line of Government Lot 1 being a straight line from said northeast corner of Government Lot 1 to Meander Corner No. 5 on the east line of said Section 16, said meander corner being documented in the Office of the Beltrami County Recorder by Document No. A000508658); thence South $82^{\circ}42'08''$ West, along said north line of said Lot A, a distance of 224.19 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483 thence South $18^{\circ}46'25''$ East a distance of 429.49 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483, said point being the point of beginning of the land to be described; thence return North $18^{\circ}46'25''$ West a distance of 429.49 feet to said point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $82^{\circ}42'08''$ East a distance of 110.87 feet to the intersection with the westerly line of PARCEL A, BELTRAMI COUNTY RIGHT OF WAY PLAT NO. 1, according to the recorded plat thereof on file in the Office of the Beltrami County Recorder by Document No. A000625853;

thence northwesterly a distance of 384.69 feet along the westerly line of said PARCEL A, being along a curve not tangential with the last described line, said curve is concave to the northeast, has a radius of 565.06 feet and a central angle of $39^{\circ}00'24''$, and the chord of said curve bears North $58^{\circ}06'59''$ West; thence North $38^{\circ}36'47''$ West, tangent to said curve, along said PARCEL A, a distance of 28.01 feet; thence North $83^{\circ}28'37''$ West, along said PARCEL A, a distance of 113.40 feet; thence South $51^{\circ}39'33''$ West, along the southeasterly line of said PARCEL A, a distance of 232.78 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South $18^{\circ}46'25''$ East a distance of 715.23 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence continue South $18^{\circ}46'25''$ East a distance of 27 feet, more or less, to the intersection with the shoreline of Lake Bemidji; thence easterly, along said shoreline to the intersection with a line bearing South $18^{\circ}46'25''$ East from the point of beginning; thence North $18^{\circ}46'25''$ West to the point of beginning.

LESS AND EXCEPT, former State Trunk Highway No. 4, as it was of record in May 1928.

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.3.4 (2016)

eCRV number: _____

DEED TAX DUE: \$ 1.05

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Beltrami
(insert name of Grantor)

a political corporation under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to The Ruttger Family Trust dated February 12, 2020
(insert name of each Grantee) ("Grantee"), as

(Check only one box.) tenants in common, (if more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)
 joint tenants,

real property in Beltrami County, Minnesota, legally described as follows:
See attached Exhibit A.

Total consideration of this transaction is \$3,000 or less.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Beltrami

(name of Grantor)

By: _____
(signature)

Its: _____
(type of authority) Chairman of the Board

By: _____
(signature)

Its: _____
(type of authority) County Administrator

State of Minnesota, County of Beltrami _____

This instrument was acknowledged before me on _____, by Craig Gaasvig _____
(month/day/year) (name of authorized signer)

as Chairman of the Board of Commissioners
(type of authority)

and by Thomas H. Barry _____
(name of authorized signer)

as County Administrator _____ of County of Beltrami _____
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Beltrami County Highway Department
2491 Adams Ave NW
Bemidji, MN 56601

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Ruttger Family Trust
821 Birchmont Beach Rd NE
Bemidji, MN 56601

EXHIBIT A

RUTTGER FAMILY TRUST – 31.00877.00

Lot B, Auditor's Plat No.10, Beltrami County, Minnesota, according to the recorded plat thereof, Beltrami County, Minnesota.

LESS AND EXCEPT,

That portion of said Lot B, Auditor's Plat 10, commonly referred to as the Easterly 55 feet of said Lot B, Auditor's Plat 10, which consists of a parcel of land 55 feet in width lying within 55 feet westerly of the east boundary of said Lot B, Auditor's Plat 10 and extending from the north boundary of said lot which is the southerly boundary of the existing highway to the south boundary thereof which is the shore of Lake Bemidji, and which said premises are also sometimes described as beginning at the northeast corner of Lot 3, Block 3, Birchmont Park, thence northerly along the easterly line of said Lot 3, Block 3, Birchmont Park extended to the southerly line of the presently existing public highway, thence westerly along the southerly line of said highway to a point 55.00 feet distant from the first course measured at right angles, thence southerly parallel to and 55.00 feet distant from the easterly boundary line of Lot B, Auditor's Plat 10 to Lake Bemidji, thence easterly along the shore of Lake Bemidji to the easterly line of said Lot B, thence northerly along the said easterly line of said Lot B, Auditor's Plat 10 to the place of beginning.

AND,

That part of the East 265.00 feet of Lot A, Auditor's Plat No.10, Beltrami County, Minnesota, according to the recorded plat thereof, Beltrami County, Minnesota, lying easterly of the following described line: Commencing at the East Quarter Corner of Section 16, Township 147 North, Range 33 West, Beltrami County, Minnesota (said east quarter corner is designated by a cast iron monument as documented in the Office of the Beltrami County Recorder by Document No. A000508704); thence South 00°35'26" West, bearing based on the Beltrami County Coordinate System, South Zone, along the east line of said Section 16, a distance of 1329.11 feet to the Northeast Corner of Government Lot 1, said Section 16, said corner is designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South 00°31'03" West, along the east line of said Government Lot 1, a distance of 801.29 feet to the intersection with the north line of said Lot A, Auditor's Plat No. 10 (the east line of Government Lot 1 being a straight line from said northeast corner of Government Lot 1 to Meander Corner No. 5 on the east line of said Section 16, said meander corner being documented in the Office of the Beltrami County Recorder by Document No. A000508658); thence South 82°42'08" West, along said north line of said Lot A, a distance of 74.75 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483, said point being the point of beginning of the line to be described; thence South 15°39'10" East a distance of 318.38 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence North 82°42'08" East a distance of 34.52 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483, thence South 14°53'20" East a distance of 81.35 feet to the intersection with the shoreline of Lake Bemidji and said line there terminating.

LESS AND EXCEPT,

PARCEL A, BELTRAMI COUNTY RIGHT OF WAY PLAT NO. 1, according to the recorded plat thereof on file in the Office of the Beltrami County Recorder by Document No. A000625853.

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.3.4 (2016)

eCRV number: _____

DEED TAX DUE: \$ 1.65 _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Beltrami _____
(insert name of Grantor)

a political corporation _____ under the laws of Minnesota _____ ("Grantor"),
hereby conveys and quitclaims to Sally M. Ruttger Trust, dated April 25, 2006 _____
(insert name of each Grantee) ("Grantee"), as

(Check only one box.)

- tenants in common,
- joint tenants,

(If more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)

real property in Beltrami _____ County, Minnesota, legally described as follows:
See attached Exhibit A.

Total consideration of this transaction is \$3,000 or less.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Beltrami

(name of Grantor)

By: _____

(signature)

Its: _____

(type of authority) Chairman of the Board

By: _____

(signature)

Its: _____

(type of authority) County Administrator

State of Minnesota, County of Beltrami

This instrument was acknowledged before me on _____

(month/day/year)

by Craig Gaasvig

(name of authorized signer)

as Chairman of the Board of Commissioners

(type of authority)

and by Thomas H. Barry

(name of authorized signer)

as County Administrator

(type of authority)

of County of Beltrami

(name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Beltrami County Highway Department
2491 Adams Ave NW
Bemidji, MN 56601

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

(insert legal name and residential or business address of Grantee)

Sally M. Ruttger Trust
2009 NE 21st Ct
Wilton Manors, FL 33305

EXHIBIT A

SALLY M. RUTTGER TRUST – 31.00874.00

That part of the East 265 feet of Lot A, Auditor's Plat No.10, according to the recorded plat thereof, Beltrami County, Minnesota, described as follows: Commencing at the East Quarter Corner of Section 16, Township 147 North, Range 33 West, Beltrami County, Minnesota (said East Quarter Corner is designated by a cast iron monument as documented in the Office of the Beltrami County Recorder by Document No. A000508704); thence South $00^{\circ}35'26''$ West, bearing based on the Beltrami County Coordinate System, South Zone, along the east line of said Section 16, a distance of 1329.11 feet to the Northeast Corner of Government Lot 1, said Section 16, said corner is designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South $00^{\circ}31'03''$ West, along the east line of said Government Lot 1, a distance of 801.29 feet to the intersection with the north line of said Lot A, Auditor's Plat No. 10 (the east line of Government Lot 1 being a straight line from said northeast corner of Government Lot 1 to Meander Corner No. 5 on the east line of said Section 16, said meander corner being documented in the Office of the Beltrami County Recorder by Document No. A000508658); thence South $82^{\circ}42'08''$ West, along said north line of said Lot A, a distance of 74.75 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South $15^{\circ}39'10''$ East a distance of 318.38 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $82^{\circ}42'08''$ East a distance of 34.52 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483, said point being the point of beginning of the land to be described; thence return South $82^{\circ}42'08''$ West a distance of 34.52 feet to said point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $15^{\circ}39'10''$ West a distance of 318.38 feet to the intersection with the north line of said Auditors Plat No. 10, said intersection being designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South $82^{\circ}42'08''$ West along said north line of Auditor's Plat No. 10, a distance of 144.31 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South $18^{\circ}46'25''$ East a distance of 429.49 feet to a point designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence continue South $18^{\circ}46'25''$ East to the intersection with the shoreline of Lake Bemidji; thence easterly along said shoreline to the intersection with a line bearing South $14^{\circ}53'20''$ East from the point of beginning; thence North $14^{\circ}53'20''$ West to the point of beginning. LESS AND EXCEPT, PARCEL A, BELTRAMI COUNTY RIGHT OF WAY PLAT NO. 1, according to the recorded plat thereof on file in the Office of the Beltrami County Recorder by Document No. A000625853.

SUBJECT TO a 33.00 foot wide appurtenant, nonexclusive easement for ingress, egress, and utilities over, under and across the north 33.00 feet thereof.

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: \$ 1.65 _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Beltrami
(insert name of Grantor)

a political corporation under the laws of Minnesota ("**Grantor**"),
hereby conveys and quitclaims to Birchmont, Inc.
(insert name of Grantee)

a corporation under the laws of Minnesota ("**Grantee**"),
real property in Beltrami County, Minnesota, legally described as follows:

See attached Exhibit A.

Total consideration of this transaction is \$3,000 or less.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Beltrami
(name of Grantor)

By: _____
(signature)

Its: Chairman of the Board of Commissioners
(type of authority)

By: _____
(signature)

Its: County Administrator
(type of authority)

State of Minnesota, County of Beltrami

This instrument was acknowledged before me on _____, by Craig Gaasvig
(month/day/year) (name of authorized signer)

_____ as Chairman of the Board of Commissioners
(type of authority)

and by Thomas H. Barry
(name of authorized signer)

as County Administrator of County of Beltrami
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Beltrami County Highway Dept.
2491 Adams Ave NW
Bemidji, MN 56501

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

(insert legal name and residential or business address of Grantee)

Randy and Tina Ruttger
821 Birchmont Beach Rd NE
Bemidji, MN 56601

EXHIBIT A

BIRCHMONT, INC. – 31.01012.01

That part of Government Lot 1, Section 16, Township 147 North, Range 33 West, Beltrami County, Minnesota, lying southerly of the south boundary line of former US Highway No. 71, and lying northeasterly and easterly of the northeasterly line of PARCEL A, BELTRAMI COUNTY RIGHT OF WAY PLAT NO. 1, according to the recorded plat thereof on file in the Office of the Beltrami County Recorder by Document No. A000625853.



Date: April 1, 2025
Beltrami County Commission

WORK MEETING AGENDA BILL

SUBJECT: Current Jail Facility Design Proposal

RECOMMENDATIONS: Discuss the Proposed Beltrami County Inmate Court Transfer Study

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON: Tom Barry, County Administrator 218-333-4109
Jason Riggs, Sheriff 218-333-4136

DATE SUBMITTED: March 27, 2025

CLEARANCES: Administrator

BUDGET IMPACT: \$14,440 plus reimbursables (included in Jail Project Budget)

ATTACHMENTS: KMA's Beltrami County Inmate Court Transfer Study

SUMMARY STATEMENT:

The County has made significant strides in advancing the design and construction of a new Jail to be located at 815 Pioneer St. Once completed, the question of what to do with the current jail must be answered. To assist in answering that question, a building condition assessment and a feasibility study has been commissioned and is underway. The results of that study will inform a second phase, a design feasibility stage. That is the purpose of this second study; to identify the feasibility of three design options for the existing Jail:

- 1) Option 1 – Leave the whole building and remodel/adjust the existing Sallyport for inmate transport access to and from the Judicial Center and remodel the remaining space for other uses.
- 2) Option 2 – Partially tear-down the existing jail but keep the existing Sallyport intact for inmate transport access to and from the Judicial Center.
- 3) Option 3 - Fully remove the existing jail and build a new Sallyport onto the existing Judicial Center for inmate transport access.



March 27, 2025

Tom Barry
Beltrami County Administrator
701 Minnesota Ave. NW Ste. 200
Bemidji, MN 56601

Re: Beltrami County Inmate Court Transfer Study

Dear Tom:

Klein McCarthy Architects greatly appreciates the opportunity to propose our services for the Beltrami County inmate court transfer study. It is our understanding that the County would like to evaluate if the existing jail building may or may not be used for transfer to court.

Presently the three options to be evaluated for feasibility and consideration are as follows:

1. Option 1 – Leave whole building, remodel/adjust existing Sallyport for transport access to Judicial Center. Remodel remaining space for other uses.
2. Option 2 - Partial tear-down, keep existing Sallyport intact for transport access to Judicial Center.
3. Option 3 - Full tear-down. Build new Sallyport/transport addition onto existing Judicial Center

KMA Deliverables:

1. Diagrammatic floor plan sketches of each option.
2. Phased drawings if necessary.
3. Written description of each option's scope of work for estimating purposes.
4. Meeting presentations at the jail design and operations committee meetings.
5. Board presentation as needed.

Assuming Kraus Anderson will support the study as follows:

1. Building evaluation
2. Cost Estimates
3. Construction feasibility
4. Phased construction evaluation

Assumed Schedule:

1. Contract Approval – April 2025
2. Study commencement – April 2025
3. Study completion – Summer 2025

KMA Scope Exclusions:

1. 3D modeling
2. Exhaustive written report.
3. Asbestos review and abatement

Tom Barry
March 27, 2025
Page 2

4. Civil engineering
5. Mechanical engineering
6. Electrical engineering
7. Structural engineering
8. Site survey
9. Cost Estimating
10. Daily on-site project representation
11. Commissioning
12. Sustainable Project Services/LEED design and documentation
13. Thermal imagery
14. 3D photo scanning
15. Renderings

We propose a lump sum of \$14,440 plus reimbursables for the study work. Thank you for this opportunity to work with Beltrami County.

Sincerely,



Danielle Reid

COUNTY ACCEPTANCE

This proposal will be deemed accepted by the County as outlined in the above scope and costs upon receipt of signed copy below:

By: _____

Date: _____



Date: April 1, 2025
Beltrami County Commission

WORK MEETING AGENDA BILL

SUBJECT: Jail Property Purchase Agreement

RECOMMENDATIONS: Discuss the Proposed Jail Property Purchase Agreement

DEPARTMENT OF ORIGIN: Administration

CONTACT PERSON: Tom Barry, County Administrator 218-333-4109
Jason Riggs, Sheriff 218-333-4136

DATE SUBMITTED: March 27, 2025

CLEARANCES: Administrator

BUDGET IMPACT: \$15,052 in Revenue

ATTACHMENTS:

- 1) Property Boundary Map
- 2) Purchase and Sale Agreement

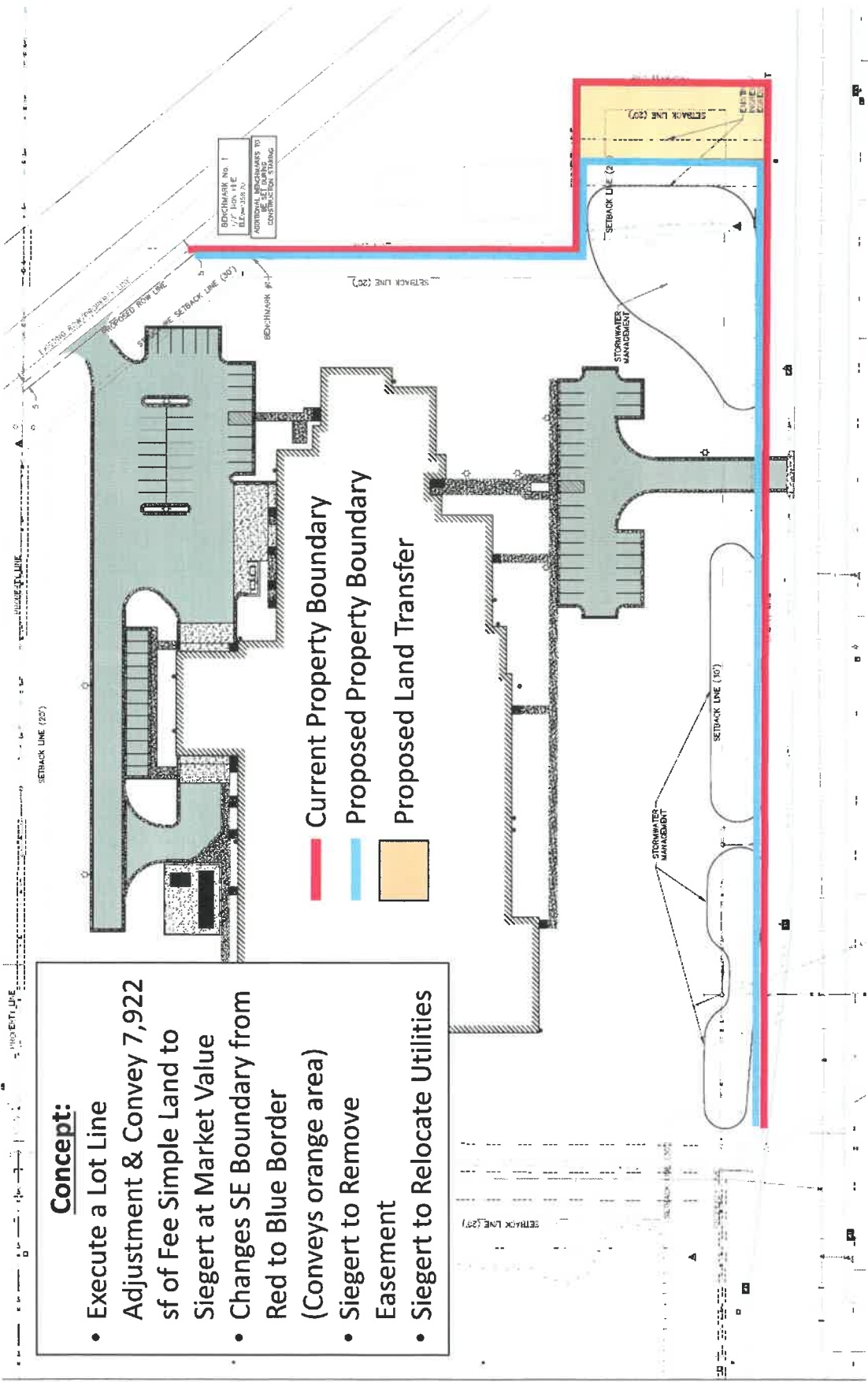
SUMMARY STATEMENT:

The County has made significant strides in advancing the design and construction of a new Jail to be located at 815 Pioneer St. In advancing the project, several property boundary issues required addressing. One in particular included a private easement impacting the SE corner of the property. To facilitate removal of that easement and improve the productive use of both properties, a purchase agreement was developed which conveys approximately 7,922 sf of land to Rich Siegert (the adjacent property owner) at a value of \$15,052. The Agreement is contingent upon Siegert's ability to acquire a lot line adjustment at his cost from the City of Bemidji.

According to the County Attorney's Office, the cleanest way to execute the transfer is via a pair of quitclaim deeds (the County quitclaiming the transferred property to Siegert, and Siegert then quitclaiming "Parcel A" back to the County to clear up the legal description and extinguish the easement).

Concept:

- Execute a Lot Line Adjustment & Convey 7,922 sf of Fee Simple Land to Siegert at Market Value
- Changes SE Boundary from Red to Blue Border (Conveys orange area)
- Siegert to Remove Easement
- Siegert to Relocate Utilities



Agreement for the Purchase and Sale of Real Estate

AGREEMENT (“Agreement”) is made and entered into as of this ____ day of March 2025 (the “Effective Date”), by and between Beltrami County, a political subdivision of the State of Minnesota (“County”), and Richard W. Siegert, an individual (“Siegert”). County and Siegert may be collectively referred to as the “Parties” and, singularly, as a “Party.”

WHEREAS, the County is the fee simple owner of a certain parcel of land, located in Beltrami County Minnesota, with a Property Identification Number (PIN) of 800044500, and

WHEREAS, Siegert is the fee simple owner of a neighboring parcel of land, directly to the east, located in Beltrami County Minnesota, with a Property Identification Number (PIN) of 800044501, and

WHEREAS, the Parcel of Land that the County owns has an easement benefitting Siegert’s parcel of land, and

WHEREAS, Siegert wishes to purchase from the County approximately 7,922 sf of land, and

WHEREAS, the County desires to sell to Siegert approximately 7,922 sf of land, and

WHEREAS, both Parties desire for the easement to extinguish, and

WHEREAS, the Parties have consulted Murray Surveying, who drafted a Certificate of Survey (attached as Exhibit 1) regarding the respective new parcels, and

NOW THEREFORE, the parties enter into this binding agreement for the Purchase and Sale of real property.

1. Siegert shall pay to the County the amount of **Fifteen Thousand Fifty-Two dollars and zero cents (\$15,052.00)**, payable as follows: a deposit \$5,000 to be paid at the signing of this agreement (receipt of which is recognized by the County by signing this agreement), the remainder of the balance (\$10,052.00) at Closing.
2. The County shall transfer to Siegert, via quitclaim deed (in a form consistent with attached Exhibit 2), all of its interest in Parcel B of the attached Certificate of Survey.
3. Siegert shall transfer to the County, via quitclaim deed (in a form consistent with attached Exhibit 3), all of his interest in Parcel A of the attached Certificate of Survey, along with his interest in the aforementioned easement.
4. Property Sale is As-Is, no warranties implied or expressed.
5. Siegert shall have 30 days from the Effective Date to inspect all aspects of the Property (the “Inspection Period”). During the Inspection Period, Siegert and his agents shall have the right to access the Property to make all inspections, investigations, and testing as he reasonably deems necessary to determine the condition of the Property. Siegert shall pay

all costs and expenses of such inspections, investigations, and testing. Siegert shall repair any damage caused to the Property by its inspections, investigations, and testing and restore the Property to its condition as of the Effective Date. Siegert agrees to indemnify and hold the County and the Property harmless from all claims, liens, costs, expenses, or damages, including reasonable attorneys' fees and court costs, for property damages, personal injuries, or death resulting from such activities unless caused by the County's negligence or willful misconduct. These obligations of Siegert shall survive Closing or any termination of this Agreement. The County shall assist Siegert, to the best of the County's ability, in obtaining all inspections, investigations, and testing as Siegert reasonably deems necessary at the express expense of the Siegert. If Siegert should choose to terminate this agreement, in writing, prior to expiration to the Inspection Period, then his deposit shall be returned to him.

6. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and fully supersedes all prior written or oral agreements between the Parties with respect to such matters. No other agreement, statement, or promise made by any Party and no amendment, modification, or other change of any provision of this Agreement shall be effective unless in writing signed by the Parties.
7. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.
8. Immediately following Closing, Siegert shall record, or provide for recording of, the Deed with the Beltrami County Recorder's Office and shall deliver recorded copies of such documents to the County upon receipt of the same. Siegert authorizes the County to record this Donation Agreement, and all exhibits hereto, with the Beltrami County Recorder's Office.
9. The County and Siegert agree to the payment of costs in connection with Closing this transaction as follows: Siegert shall pay any recording fees necessary to consummate this agreement. The County shall pay any Deed Tax not waived, necessary to effectuate this agreement.
10. The Closing Date shall be a date mutually agreed upon by the parties as soon as possible after the expiration of Siegert's Due Diligence, or a notice from Siegert that he is waiving Due Diligence, but no later than October 1, 2025, or this agreement shall automatically terminate and Siegert shall be refunded his earnest money.
11. Closing shall take place in the County Administration Building.
12. If this Agreement is terminated by either Siegert or the County pursuant to a right of termination expressly set forth in this Agreement, neither Party shall have any further rights

or obligations under this Agreement, except for any rights or obligations that expressly survive such termination.

13. Siegert or the County shall be in default under this Agreement if either fails to observe, perform, or comply with any material term, condition, or obligation of this Agreement and such fault, the non-defaulting party's remedy shall be limited to termination of this Agreement, and neither Party shall have any right to obtain the specific performance of this Agreement. Except that, if Siegert is in Default of this agreement and fails to Close this agreement by October 1, 2025, then his deposit shall be forfeited as liquidated damages, in which event the County shall have no other remedies.
14. This agreement is conditioned upon the City of Bemidji granting a Lot Line Adjustment and Closing shall not take place until such approval has been provided. It shall be the sole responsibility of Siegert to seek the City's approval for a Lot Line Adjustment; furthermore, Siegert shall bear all costs of said lot line adjustment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

For the County of Beltrami County:

Buyer:

Tom Barry, County Administrator



Richard W. Siegert

Date

3 / 17 / 2025
Date

Exhibit 1

Certificate of Survey

[Survey on following page]

Exhibit 2

Form of Deed

[Deed on following page]

QUIT CLAIM DEED
Corporation to Individual(s)

eCRV: _____

STATE DEED TAX DUE HEREON: \$ 49.67 Date: _____, 2025

FOR VALUABLE CONSIDERATION, COUNTY OF BELTRAMI, MINNESOTA, a political subdivision under the laws of the State of Minnesota, GRANTOR, hereby conveys and quitclaims to RICHARD W. SIEGERT, GRANTEE, real property in Beltrami County, Minnesota, described as follows:

see attached Exhibit A

together with all hereditaments and appurtenances belonging thereto subject to the following:

Any prior conveyance of minerals and mineral rights, any prior reservations, restrictions, easements, right-of-way, and zoning and use regulations

Seller certifies that Seller does not know of any wells on the described real property.

COUNTY BOARD OF COMMISSIONERS
BELTRAMI COUNTY

BY: _____
Craig Gaasvig

ITS: Chair _____

STATE OF MINNESOTA)
) ss.
COUNTY OF BELTRAMI)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by
Craig Gaasvig, Chair of the Beltrami County Board of Commissioners, County of
Beltrami, Minnesota, a political subdivision under the laws of the State of Minnesota, on behalf of
the political subdivision.

Notary Stamp

SIGNATURE OF PERSON TAKING
ACKNOWLEDGEMENT

Instrument Drafted by:

Tax Statements sent to:

Beltrami County Attorney's Office
600 Minnesota Ave. # 400
Bemidji, MN 56601
(218) 333-4219

Richard W. Siegert
5930 Birchmont Dr. NE
Bemidji, MN 56661

Exhibit A

Legal Description:

That part of the South Half of the Northwest Quarter, Section 22, Township 146 North, Range 33 West of the Fifth Principal Meridian described as follows: Commencing at the southwest corner of Lot 9, Block 4, Ridgways Subdivision in Sections 15 and 22 T. 146 N. R. 33 W., according to the recorded plat thereof, thence North $89^{\circ}28'31''$ West, bearing based on the Beltrami County Coordinate System, South Zone, along the north line of said South Half of the Northwest Quarter, a distance of 75.00 feet; thence South $00^{\circ}12'46''$ West a distance of 505.27 feet, along a line which is parallel with and 75.00 feet westerly of, as measured at a right angle to, the southerly extension of the west line of said Lot 9, to the northerly right-of-way line of PIONEER STREET, INDUSTRIAL PARK ADDITION, according to the recorded plat thereof; thence South $89^{\circ}28'31''$ East, along the northerly right-of-way line of said PIONEER STREET, a distance of 75.00 feet to the southerly extension of the west line of said Lot 9; thence South $00^{\circ}12'46''$ West, along the southerly extension of the west line of said Lot 9, a distance of 34.73 feet to the northerly right-of-way line of said PIONEER STREET; thence South $89^{\circ}47'14''$ East, along said northerly right-of-way line of PIONEER STREET, a distance of 705.62 feet to the point of beginning of the land to be described, said point is designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $00^{\circ}12'46''$ East a distance of 159.68 feet to an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $89^{\circ}47'14''$ West a distance of 63.25 feet to an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $00^{\circ}12'46''$ East a distance of 338.87 feet to the intersection with the southwesterly right-of-way line of the Burlington Northern Railroad, said intersection is designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence South $39^{\circ}30'52''$ East, along said southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 618.26 feet to the intersection with the northerly right-of-way line of said PIONEER STREET; thence North $89^{\circ}47'14''$ West, along the northerly right-of-way line of said PIONEER STREET, a distance of 331.58 feet to the point of beginning.

Exhibit 3

Form of Deed

[Deed on following page]

QUIT CLAIM DEED
Individual(s) to Corporation

eCRV: _____

STATE DEED TAX DUE HEREON: \$ 1.65

Date: _____, 2025

FOR VALUABLE CONSIDERATION, RICHARD W. SIEGERT, GRANTOR, hereby conveys and quitclaims to COUNTY OF BELTRAMI, MINNESOTA, a political subdivision under the laws of the State of Minnesota, GRANTEE, real property in Beltrami County, Minnesota, described as follows:

see attached Exhibit A

together with all hereditaments and appurtenances belonging thereto subject to the following:

Any prior conveyance of minerals and mineral rights, any prior reservations, restrictions, easements, right-of-way, and zoning and use regulations; except that GRANTOR hereby conveys and quitsclaim to its right in any easement described below in Exhibit B

Seller certifies that Seller does not know of any wells on the described real property.

COUNTY BOARD OF COMMISSIONERS
BELTRAMI COUNTY

Exhibit A

Legal Description:

That part of the South Half of the Northwest Quarter, Section 22, Township 146 North, Range 33 West of the Fifth Principal Meridian described as follows:

Beginning at the southwest corner of Lot 9, Block 4, Ridgways Subdivision in Sections 15 and 22 T. 146 N. R. 33 W., according to the recorded plat thereof, thence North $89^{\circ}28'31''$ West, bearing based on the Beltrami County Coordinate System, South Zone, along the north line of said South Half of the Northwest Quarter, a distance of 75.00 feet; thence South $00^{\circ}12'46''$ West a distance of 505.27 feet, along a line which is parallel with and 75.00 feet westerly of, as measured at a right angle to, the southerly extension of the west line of said Lot 9, to the northerly right-of-way line of PIONEER STREET, INDUSTRIAL PARK ADDITION, according to the recorded plat thereof; thence South $89^{\circ}28'31''$ East, along the northerly right-of-way line of said PIONEER STREET, a distance of 75.00 feet to the southerly extension of the west line of said Lot 9; thence South $00^{\circ}12'46''$ West, along the southerly extension of the west line of said Lot 9, a distance of 34.73 feet to the northerly right-of-way line of said PIONEER STREET; thence South $89^{\circ}47'14''$ East, along said northerly right-of-way line of PIONEER STREET, a distance of 705.62 feet to an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $00^{\circ}12'46''$ East a distance of 159.68 feet to an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $89^{\circ}47'14''$ West a distance of 63.25 feet to an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $00^{\circ}12'46''$ East a distance of 338.87 feet to the intersection with the southwesterly right-of-way line of the Burlington Northern Railroad, said intersection is designated by an iron pipe, 1/2 inch in diameter, stamped 15483; thence North $39^{\circ}30'52''$ West, along said southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 79.68 feet to the north line of said South Half of the Northwest Quarter; thence North $89^{\circ}28'31''$ West, along said north line, a distance of 591.45 feet to the point of beginning.

Exhibit B

Legal Description:

A 33.00 foot perpetual easement for ingress, egress, and utility purposes over, under, and across the following described property: The Southeast Quarter of the Northwest Quarter, Section 22, Township 146, Range 33. The centerline of said easement is described as follows:

Commencing at the southwest corner of Lot 9, Block 4, Ridgways Subdivision; thence North $89^{\circ}28'31''$ West, bearings based on NAD83 (1996) Beltrami County South Zone, along the north line of said South Half of the Northwest Quarter of said Section 22, a distance of 75.00 feet; thence South $00^{\circ}12'46''$ West a distance of 505.27 feet, along a line which is parallel with and 75.00 feet westerly as measured perpendicular from the southerly extension of the west line of said Lot 9 to the northerly right-of-way line of PIONEER STREET, INDUSTRIAL PARK ADDITION; thence South $89^{\circ}28'31''$ East, along the northerly right-of-way line of said PIONEER STREET, a distance of 75.00 feet to the southerly extension of the west line of said Lot 9; thence South $00^{\circ}12'46''$ West, along the southerly extension of the west line of said Lot 9, a distance of 34.73 feet to the northerly right-of-way line of said PIONEER STREET; thence South $89^{\circ}47'14''$ East, along said northerly right-of-way line of PIONEER STREET, a distance of 705.62 feet to the point of beginning of the centerline to be described; thence North $00^{\circ}12'46''$ East a distance of 159.68 feet and said centerline there terminating.

LIMITED WAIVER OF OPTION AND FIRST RIGHT OF REFUSAL

Regarding THE REAL PROPERTY DONATION AGREEMENT (“Agreement”) dated the 23rd day of August 2023 (the **“Effective Date”**), by and between Crown Property Management, LLC, a Minnesota limited liability company (**“Donor”**), and Beltrami County, a political subdivision of the State of Minnesota (**“Recipient”**).

WHEREAS, Article 6 of the Agreement grants to Donor, or its successors, assigns, or subleases, the exclusive right and option to purchase all Recipient’s rights, title, licenses, interest, and easements appurtenant to the Property from Recipient at any time within ninety (90) days’ written notice by Recipient to Donor that Recipient no longer intends to use the Property for the construction of a Jail, and

WHEREAS, Article 7 of the Agreement grants to Donor an exclusive, irrevocable right of first refusal to purchase the Property and all improvements, on and subject to the terms contained herein, such that if the Recipient at any time receives a bona fide offer to purchase the Property and all improvements, Recipient shall give Donor a right of first refusal to purchase the same, and

WHEREAS, the landowner of the parcel immediately to the East of the Property has approached the Recipient with an offer to purchase approximately 7,922 square feet of the Property (as illustrated on the attached Certificate of Survey), and

WHEREAS, the Recipient does not require the aforementioned 7,922 square feet of the Property for the purpose of its Jail Project, and

WHEREAS, the transfer of the aforementioned 7,922 square feet of the Property from the Recipient to the neighboring landowner is beneficial for both the Recipient and the neighboring landowner, and

WHEREAS, the Donor has no interest in acquiring the aforementioned 7,922 square feet of the Property,

NOW THEREFORE, in consideration of the foregoing, the Donor hereby waives all of its right under the Article 6 and Article 7 of the Real Property Donation Agreement with respect to the aforementioned 7,922 square feet of the Property.

The Donor shall retain all rights of Option and First Right of Refusal under the Real Property Donation Agreement not herein waived.

[signature on following page]

CROWN PROPERTY MANAGEMENT, LLC

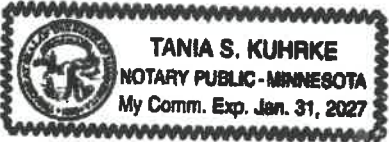
By: [Signature]
Name: John Fankhanel
Its: President

STATE OF MINNESOTA)
) SS
COUNTY OF BELTRAMI)

On this, the 7TH day of MARCH, 2025, before me, the undersigned officer, personally appeared John Fankhanel, who acknowledged themselves to be the owner of Crown Property Management, LLC, and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



[Signature]
Notary Public, State of Minnesota
My Commission expires: 1/31/2027



Date: April 1, 2025
Beltrami County Commission

WORK SESSION AGENDA BILL

SUBJECT: Policy Committee Discussion

RECOMMENDATION: Discuss Efficacy of Developing a New Policy Committee

DEPARTMENT OF ORIGIN: Board of Commissioners

CONTACT PERSON:

Joe Gould, County Commissioner
Tom Barry, County Administrator

DATE SUBMITTED: March 27, 2025

CLEARANCES: Administrator

BUDGET IMPACT: Undetermined

ATTACHMENTS: Draft Scope of Work: Policies Review Committee

SUMMARY STATEMENT:

At the December 3rd, 2024 Board Meeting, Commissioner Gould requested a future discussion on the possibility of adding a new Policy Committee. The Board discussed the subject at their December 17th Board Meeting and tabled action until after Commissioner Winger was sworn in had some time on the Board.

Draft Scope of Work: Policies Review Committee

Purpose

The Policies Review Committee will oversee the systematic review, revision, and creation of policies related to county business and operational procedures (excluding the Sheriff's Office Operational Policies and the Personnel Policies found in the Employee Handbook). This will ensure that all policies are clear, relevant, and reflective of the county's current needs and legal obligations.

Scope of Activities

1. Policy Review and Revision:

- Evaluate existing policies for relevance, accuracy, and compliance with current laws and best practices.
- Recommend revisions to enhance clarity, effectiveness, and alignment with county goals.

2. Policy Creation:

- Develop new policies to address emerging needs or gaps identified in county business or operational procedures.

3. Compilation and Documentation:

- Create and maintain a centralized repository of all county policies, excluding the Sheriff's Office Operational Policies and the Personnel Policies found in the Employee Handbook.
- Work towards the publication of a comprehensive policy booklet or resource by the end of 2026.

4. Committee Operations:

- Meet quarterly or as needed to review policies and coordinate activities.
- Elect a Chair and Vice Chair to oversee meetings and collaborate with the County Administrator to set agendas and priorities.
- Present recommendations and updates to the full County Board for approval or review.

5. Stakeholder Engagement:

- Involve relevant county departments and staff to provide insights and feedback during the review and creation process.

Committee Membership:

County Board Chair (or Vice Chair) and one (1) other Commissioner, County Administrator, County Recorder, County Attorney (or attorney designee). 5 total members.

Deliverables:

- A documented schedule of quarterly or ad-hoc meetings.
- Progress reports on policies reviewed, revised, or created, submitted to the County Board.
- A comprehensive policy booklet/resource by December 31, 2026.

Additional Goals

1. **Promote Transparency and Accessibility:** Ensure that all revised and newly created policies are accessible to county staff and the public, fostering transparency and understanding of county operations.
2. **Standardize Policy Format:** Develop a uniform template for all county policies to ensure consistency in presentation, readability, and compliance.

The Policies Review Committee will prioritize policies for review or creation based on the following criteria:

1. **Legal and Compliance Requirements:**
 - Policies that are outdated or no longer comply with current state or federal laws or regulations will be addressed first to mitigate legal risks.
2. **Operational Impact:**
 - Policies that significantly affect daily county operations, service delivery, or decision-making processes will be prioritized to ensure efficiency and effectiveness.
3. **Risk and Liability:**
 - Policies addressing areas of high risk or potential liability for the county will be reviewed to ensure robust safeguards and procedures are in place.
4. **Emergent Needs:**
 - Policies identified as urgently needed due to changing circumstances, new programs, or immediate operational challenges will be prioritized.
5. **Stakeholder Feedback:**
 - Feedback from county departments, staff, or residents highlighting gaps or issues in existing policies will inform the prioritization process.
6. **Chronological Review:**
 - For remaining policies, a systematic review schedule based on the last update date will be followed to ensure all policies are reviewed within a reasonable timeframe.

Criteria for Prioritization

- **Relevance:** Policies must be relevant to the county's current needs, aligning with its strategic goals and priorities.
- **Feasibility:** The ease and resources required to review or update a policy, including staff availability and expertise.
- **Frequency of Use:** Policies that are frequently referenced or applied in decision-making will be given higher priority.
- **Alignment with Goals:** Priority will be given to policies that contribute to overarching committee goals, such as completing the comprehensive policy booklet by 2026.

By combining these criteria, the committee ensures that its work focuses on areas with the greatest need and impact, while also achieving its long-term objectives.