



# BELTRAMI COUNTY

## REGULAR MEETING AGENDA

Beltrami County Board of Commissioners

April 1, 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](mailto: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 March 18, 2025 as presented. Minutes of the Board of Commissioners Work Meeting held on March 18, 2025. **Pg. 1**
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** **Pg. 9**
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** **Pg. 10**
- 7d. **Auditor/Treasurer: Approval of Fire Protection – Grygla Fire Department** **Pg. 11**
- 7e. **Auditor/Treasurer: Approval of Resolution and Application for Repurchase of Forfeited Property** **Pg. 12**
- 7f. **Auditor/Treasurer: Approval of Liquor License Application for LilSchaumy’s, LLC** **Pg. 14**
- 7g. **Auditor/Treasurer: Approval of Liquor License Application for Dockter-Mohs Enterprises, Inc** **Pg. 15**
- 7h. **Administration: Approval of Current Jail Facility Design Proposal** **Pg. 16**
- 7i. **Health & Human Services: Approval of Bills Paid** **Pg. 19**
- 7j. **Natural Resource Management: Approval of Two State Land Acquisition Resolutions** **Pg. 20**
- 7k. **Natural Resource Management: Approval of Acceptance of Donated Lands** **Pg. 23**
- 7l. **Public Works – Highway: Approval of 2025 Paving Contract** **Pg. 27**
- 7m. **Public Works – Highway: Approval of Bid Award SAP 004-030-015** **Pg. 29**
- 7n. **Public Works – Highway: Approval of Quit Claim Deeds for ROW Correction** **Pg. 31**
- 7o. **Public Works – Solid Waste: Approval of 2025 Commercial Haulers Applications** **Pg. 44**

**REGULAR AGENDA**  
**5:10 p.m.**

- 8. **Public Defender Contracts** **Pg. 45**
- 9. **Jail Property Purchase Agreement** **Pg. 56**
- 10. **Additional Items**

**COMMISSIONERS' BUSINESS ITEMS**

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



**Date: April 1, 2025**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** Approval of the Minutes

**RECOMMENDATIONS:** Approval, as presented

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**DEPARTMENT OF ORIGIN:** County Administration

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

**DATE SUBMITTED:** March 26, 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  
March 18, 2025**

The Beltrami County Board of Commissioners met in regular session on March 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 5:00 p.m. Commissioners Joe Gould, Tim Sumner, and Scott Winger were present. Commissioner John Carlson joint via Zoom.

**GENERAL COMMENTS - BOARD CHAIR**

None.

**CITIZENS ADDRESSING THE BOARD**

- Annette Theroux, resident on Tall Pines Road and Big Bass Lake Assoc. Steering Committee member, expressed the concerns of the Association and residents around Big Bass Lake regarding the Northern Township wastewater treatment plant location and its many likely negative environmental and property impacts to Big Bass Lake and surround property. Ms. Theroux submitted two letters to the Board on the matter and also requested the Board consider a Public Hearing regarding the sale of the County property to the Township for this project.
- Sarah Larson, non-county resident from Cass Lake wanted to make the Board aware of the upcoming expiring leases for two locations in the Bemidji area for Indian Health Services (IHS), that the Federal Government is not planning to renew. Ms. Larson is requesting the Board to write a letter of support to Robert Kennedy Jr, United States Secretary of Health and Human Services in support of renewing these leases and not closing these IHS offices.
- Carrie Jessen, resident on Centerline Rd spoke in support of Sarah Larson's request. This is an unnecessary closure and will affect a large service population as well as all the employees.
- Cindy Lueth, resident on Kennedy Dr also spoke in favor of Sara Larson's request for County support. She asked the Board to investigate the situation, pay attention and act in any way possible. The County cannot absorb the services of IHS if these locations are closed.

**APPROVAL OF AGENDA**

Approved Agenda and Amendments

A motion was made by Commissioner Sumner, seconded by Commissioner Winger, to approve the agendas with no amendments Unanimously carried by roll call vote.

Approved Consent Agenda

A motion to approve the Consent Agenda was made by Commissioner Winger, seconded by Commissioner Gould, and unanimously carried by roll call vote.

**CONSENT ITEMS**

Approved Minutes

The Board, by adoption of its Consent Agenda, approved the Minutes of the Board of Commissioners Work Meeting held March 4, 2025, and the Minutes of the Board of Commissioners Regular Meeting held March 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 Repurchase of Forfeited Property

The Board, by adoption of its Consent Agenda, approved the Resolution and Application for repurchase of forfeited lands made by Darcia Kay Feiock Dalager for parcel 48.00687.00 located in Turtle River 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 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 FY 2026 Recreational Trail Sponsorship

The Board, by adoption of its Consent Agenda, approved the Resolution for sponsorship of FY 2026 recreational trail permits:

WHEREAS, Beltrami County desires to maintain recreational trails for the enjoyment of the public and will serve as sponsor of various recreational trails that are part of the State of Minnesota Grant-In-Aid System,

WHEREAS, the 2025 and 2026 Minnesota Trails Assistance Program Grant Application has been prepared with Beltrami County as sponsor of the following trails:

- Bemidji Area Cross Country Ski Club - Bemidji Ski Trails
- Blackduck Stumpjumpers - Northland Trail
- Fourtown Grygla Sportsman's Club - Fourtown Grygla OHV Trails
- Fourtown Grygla Sportsman's Club - Fourtown Grygla Snowmobile Trails



- Lost River Trails, Inc. - Lost River Trails
- North Country Snowmobile Club - North Country Trails
- Timber Riders ATV Club - Timber Trails
- Tri County Dirt Devil ATV Club - Kelliher ATV Trails
- Northwoods Riders OHV Club - Wilton Trails NW

THEREFORE, BE IT RESOLVED, that Beltrami County agrees to act as the local sponsor for the application made by each club for funding with the State of Minnesota Grant-In-Aid System,

BE IT FURTHER RESOLVED, that Beltrami County agrees to sponsor said trails at no cost to the County for the period of July 1, 2025 to June 30, 2026 and the Beltrami County Auditor-Treasurer is authorized to serve as fiscal agent on behalf of the local unit of government.

Approved Hubert Easement Correction

The Board, by adoption of its Consent Agenda, approved and authorized the Gerald and Mary Hubert Corrective Right-of-Way Easement, as submitted.

Approved Final Contract Payment 2024-1

The Board, by adoption of its Consent Agenda, approved the Hawkinson Construction, Contract 2024-1 final contract payment amount of \$4,286,506.25 and amount this request of \$183,344.86, as submitted.

Approved Bid Award for SP 004-615-023

The Board, by adoption of its Consent Agenda, approved the bid award to the apparent low bidder for SP 004-615-023 Thick Overlay Project, to Northern Paving in the amount of \$1,378,281.20, contingent upon completion of state signatures on Advanced Construction Agreement 1058686.

Approved Bid Award for CP 004-025-001

The Board, by adoption of its Consent Agenda, approved the bid award to the apparent low bidder for CP 004-025-001 2025 Dust Control Program, to Edwards Oil/Trimark Industrial in the amount of \$598,382.40, as submitted.

**REGULAR AGENDA**

None.



**COMMISSIONERS' BUSINESS**

Legislative/Lobbying Issues & Commissioners' Reports

- Commissioner Carlson commented on doing his 'after the board meeting' Chat-about session and the improvement over the 'before' approach.
- Commissioner Sumner reported on attending the NaCO conference and invited everyone to attend the March 28, Red Lake State of the Band event in Redby.
- Commissioner Winger gave several committee updates
- Commissioner Gould gave several committee updates
- Commissioner Gaasvig also gave several committee updates

Members of the Board requested a future Work Session topic regarding the Indian Health Services lease expirations and closures.

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be April 1, 2025, in the Board Room of the County Administration Building.

**MEETING ADJOURNMENT**

A motion to adjourn the Board meeting at 5:41 p.m. was made by Commissioner Sumner, seconded by Commissioner Gould and unanimously carried by roll call vote.

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Craig Gaasvig, Chair

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Thomas H. Barry, County Administrator

# WORK MEETING MINUTES

**Beltrami County Board of Commissioners**

**January 21, 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.

**1. Call to Order**

Craig Gaasvig called the meeting to order at 3:04 pm

**2. CLOSED SESSION**

A motion was made by Commissioner Gould and seconded by Commissioner Winger, to begin the closed session. Unanimously carried.

A motion was made by Commissioner Sumner and seconded by Commissioner Gould, to end the closed session at 3:38 pm and return to the regular Work Agenda. Unanimously carried by roll call vote.

**3. Introduction of New Employees**

None.

**4. Identify Future Work Meeting Topics**

- Blackduck Library update
- Class Lake Fire update
- Extension Super-Shelf program update

**5. County Assessor Update**

County Assessor, Kaleb Bessler provided an overview of the Mass Appraisal process, sales ratio adjustments and changes in this years assessment. This year's assessments will reflect increases primarily in commercial and rural vacant land. Overall, increases will not be as significant as last year. Mr. Bessler answered questions from the Board and distributed the 2025 Board of Review calendar schedule.

**6. Carbon Credit Marketing Opportunity Follow-up**

Natural Resource Management Director, Shane Foley continued the discussion from the February 4, 2025 Work Session regarding the potential of finding and entering into an agreement with a company to develop and market carbon credits that are created by forest management decisions made on county administered lands. This program is a 40 year commitment.

Mr. Foley reviewed the benefits and risks of the program and indicated his support for the opportunity. The Board expressed their concerns and reservations, but agreed to support further exploration, fact finding and actual dollar values for a future Work Session review.

**7. Quarterly Jail Project Update**

Kraus Anderson Project Manager, Stephen Trudeau, along with Pat Weerts and Larry Filippi and joining via Zoom for Klein McCarthy Architect Danielle Reid, provided follow-up on the status of the jail project to date:

- Plan Review and permitting process is now complete
- Kraus Anderson is preparing to begin construction first week of April
  - Some equipment has already been mobilized to the site
  - Coordinating with contractors
  - No changes to the budget at this time

**8. Administrator's Report**

- Participated in Bemidji Day at the Capitol
- Legislative update
  - Evaluating impacts for impending mandates
  - Working to educate on HHS impact from Governor's Budget
  - Working to advance Legislation on Demo landfill
- Jail Project update
  - Permits done
  - Seigert Property transaction will be to the Board at the next meeting
- Northern Township Sewer Project update
- Closed Public Defender RFP
  - 2 qualified candidates
  - Possible recommendation to the Board in April

**9. Other Business Items**

**a) Review Bills**

**b)**

**10. Review Agenda for the March 18, 2025 Regular Board Meeting**

No additions or corrections to the Agendas.

**11. Adjourn**

The Work Session was adjourned at 4:41 p.m.



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

**AGENDA BILL**

**SUBJECT:** Auditor Warrants

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

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** March 26, 2025

**CLEARANCES:** Beltrami Auditor-Treasurer

**BUDGET IMPACT:** Budgeted Expenditures

**EXHIBITS:** Warrant Listing in Commissioner's Office

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



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

**AGENDA BILL**

**SUBJECT:** Commissioner Warrants

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

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** March 26, 2025

**CLEARANCES:** County Department Heads

**BUDGET IMPACT:** Budgeted Expenditures

**EXHIBITS:** Warrant Listing provided during Work Session

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



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

**AGENDA BILL**

**SUBJECT: Fire Protection – Grygla Fire Department**

**RECOMMENDATIONS:** Approve the agreements for fire protection with the City of Grygla for a one-year term ending March 31, 2026, for the unorganized townships of Big Grass, Northwood, Winner, Yale, Town 157 Range 36 and Town 157 Range 37.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** March 20, 2025

**CLEARANCES:** N/A

**BUDGET IMPACT:** Included in Unorganized Township budgets.

**EXHIBITS:** Contracts in Board Signature File

**SUMMARY STATEMENT:**

This contract is standard from year to year. The contract prices are in line with prior years for providing fire protection to the unorganized townships in the Grygla Fire Protection Area. These expenditures are paid out of the Unorganized Township Fund.

Northwood	\$ 1,599.81
Big Grass	\$ 747.27
Winner	\$ 125.00
Yale	\$ 125.00
T157 R36	\$ 125.00
T157 R37	\$ 125.00



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

**AGENDA BILL**

**SUBJECT:** Repurchase of Forfeited Property

**RECOMMENDATIONS:** Approve the Application for Repurchase of Forfeited Lands made by John Gordon Anderson for parcels 80.00260.00 and 80.00259.00 located in the City of Bemidji.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** March 18, 2025

**CLEARANCES:** Leah Ophus, Director of Real Estate & Tax Services.

**BUDGET IMPACT:** Forfeited parcel will be returned to the tax rolls.

**EXHIBITS:** Resolution attached, Application in the signature file.

**SUMMARY STATEMENT:**

According to MN Statute 282.241, the privilege of repurchasing a parcel of tax-forfeited land is limited to: 1) The property owner at the time of forfeiture. 2) The property owner's heirs, devisees or representatives. 3) Any party to whom the right to pay the property taxes on the parcel has been given by Statute (Mortgage or legal agreement).

John Gordon Anderson completed an application for repurchase. Accompanying the application is payment for the total repurchase price. The repurchase price covers all taxes and fees incurred up to and through the forfeiture process and repurchase application.

This repurchase follows Minnesota State Statute and Minnesota Forfeiture guidelines, therefore I support this repurchase request.



## REPURCHASE OF FORFEITED PROPERTY

**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.



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

**AGENDA BILL**

**SUBJECT:** Liquor License

**RECOMMENDATIONS:** Approve the Liquor License application for LilSchaumy's, LLC formerly Paradise Resort and new owners Brittany and Quaid Schaumburg.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** March 18, 2025

**CLEARANCES:** The Beltrami County Sheriff and County Attorney have reviewed and approved the application. We do not process a license until approval of both officials.

**BUDGET IMPACT:** NA

**EXHIBITS:** Application in the signature file

**SUMMARY STATEMENT:**

Paradise Resort has been licensed for Wine/Strong Beer and 3.2 Off-Sale licenses. The new owners Brittany and Quaid Schaumburg purchased the resort from her parents, Wade and Mary Smerling, and are applying to continue the existing licenses.



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

**AGENDA BILL**

**SUBJECT:** Liquor License

**RECOMMENDATIONS:** Approve the Liquor License application for Dockter-Mohs Enterprises, Inc. formerly Morning Star Resort and new owners Cindy and George Mohs.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

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

**DATE SUBMITTED:** March 26, 2025

**CLEARANCES:** The Beltrami County Sheriff and County Attorney have reviewed and approved the application. We do not process a license until approval of both officials.

**BUDGET IMPACT:** NA

**EXHIBITS:** Application on file

**SUMMARY STATEMENT:**

Morning Star Resort has an Intoxicating Liquor License. The new owners Cindy and George Mohs are applying to continue the existing licenses.



Date: April 1, 2025  
Beltrami County Commission

**CONSENT MEETING AGENDA BILL**

**SUBJECT: Current Jail Facility Design Proposal**

**RECOMMENDATIONS:** Approve the Proposed Beltrami County Inmate Court Transfer Study with KMA

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**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  
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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: \_\_\_\_\_



Meeting Date: April 1st, 2025  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Health and Human Services Warrants

**RECOMMENDATIONS:** Approval of bills paid

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**DEPARTMENT OF ORIGIN:** Health and Human Services

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

**DATE SUBMITTED:** 3/26/25

**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: April 1, 2025**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** Resolutions for lands to be acquired by the State for wildlife management area purposes.

**RECOMMENDATIONS:** Approve and authorize the two land acquisition resolutions

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**DEPARTMENT OF ORIGIN:** Natural Resource Management

**CONTACT PERSON:** Shane Foley, Director of NRM, 218-333-4163

**DATE SUBMITTED:** 3/26/25

**CLEARANCES:** NRM

**BUDGET IMPACT:** \$215,000 in revenue

**EXHIBITS:** Two resolutions

**SUMMARY STATEMENT:** On May 21<sup>st</sup>, 2024 the Beltrami County Board passed a resolution providing for the sale of three parcels of tax-forfeited land to the State of Minnesota. Land sale options were signed by the Board as well. One of the original three parcels has been removed from the sale to allow for a timber harvest to occur. The State reached out because they are acquiring the two remaining parcels for wildlife management area purposes and, as such, require a resolution stating that specific purpose. This resolution does not change the terms of the original resolution but simply provides clarification about the State's plan for the use of the parcels.

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

DATE:

RESOLUTION #

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

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**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED THE REVIEW OF PROPOSED  
STATE LAND ACQUISITION RESOLUTION IN BIG GRASS TOWNSHIP**

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In accordance with; Minnesota Statutes 84.944, Subd. 3, 97A.145, Subd. 2, and 97C.02 the Commissioner of the Department of Natural Resources on April 1, 2025, provided the county board with a description of lands to be acquired by the State of Minnesota for Wildlife Management Area purposes.

Lands to be acquired are described as follows:

**The Southeast Quarter (SE ¼) of Section 9, Township 158 North, Range 38 West of the Fifth Principal Meridian, Beltrami County, Minnesota.**

This is a preliminary version of the legal description. This description is intended to generally describe the property in the proposed transaction. However, the final legal description is subject to change for reasons including but not limited to correcting errors, ensuring accuracy, and/or after property surveying.

IT IS HEREBY RESOLVED, by the Board of County Commissioners of Beltrami County on Enter date here that the State's proposed acquisition of the attached described property be approved.

YES

NO

Gaasvig  
Gould  
Winger  
Sumner  
Carlson

---

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF BELTRAMI    )

I, Thomas H. Barry, County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on April 1, 2025, now on file in my office and have found the same to be a true and correct copy thereof.

---

Thomas H. Barry, County Administrator

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

DATE:

RESOLUTION #

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

---

**THE BOARD, BY ADOPTION OF ITS CONSENT AGENDA, APPROVED THE REVIEW OF PROPOSED  
STATE LAND ACQUISITION RESOLUTION IN UNORGANIZED TERRITORY #1**

---

In accordance with; Minnesota Statutes 84.944, Subd. 3, 97A.145, Subd. 2, and 97C.02 the Commissioner of the Department of Natural Resources on April 1, 2025, provided the county board with a description of lands to be acquired by the State of Minnesota for Wildlife Management Area purposes.

Lands to be acquired are described as follows:

**The Northeast Quarter (NE ¼) of Section 9, Township 155 North, Range 34 West of the Fifth Principal Meridian, Beltrami County, Minnesota.**

This is a preliminary version of the legal description. This description is intended to generally describe the property in the proposed transaction. However, the final legal description is subject to change for reasons including but not limited to correcting errors, ensuring accuracy, and/or after property surveying

IT IS HEREBY RESOLVED, by the Board of County Commissioners of Beltrami County on 4/1/2025 that the State's proposed acquisition of the attached described property be approved.

YES

NO

Gaasvig  
Gould  
Winger  
Sumner  
Carlson

---

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF BELTRAMI    )

I, Thomas H. Barry, County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at their regular session held on April 1, 2025, now on file in my office and have found the same to be a true and correct copy thereof.

---

Thomas H. Barry, County Administrator



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

**CONSENT AGENDA BILL**

**SUBJECT: Acceptance of Donated Lands**

**RECOMMENDATIONS: Approve the Northern Waters Land Trust (previously  
Potlatch Lands) Donation Donee Declaration and Authorize  
Staff to Sign the Agreement**

---

**DEPARTMENT OF ORIGIN: Natural Resource Management**

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

**DATE SUBMITTED: 3/27/25**

**CLEARANCES: NRM, County Administrator**

**BUDGET IMPACT: N/A**

**EXHIBITS: Land Donation Donee Declaration**

**SUMMARY STATEMENT:** On April 4, 2023 the Beltrami County Board provided a letter of support to the Northern Waters Land Trust to pursue the purchase of lands previously owned by Potlatch within Eckles and Frohn Townships through a grant from the Lessards-Sams Outdoor Heritage Fund in order to donate the lands to the County. The final step in this 9-county, two year process is the signing of the Land Donation Donee Declaration. The lands would be transferred to county ownership on April 15<sup>th</sup>, 2025

## LAND DONATION DONEE DECLARATION

This Land Donation Donee Declaration (“**Declaration**”) is made effective April \_\_, 2025 by Beltrami County, State of Minnesota (“**County**”).

### RECITALS

1. Northern Waters Land Trust, a Minnesota non-profit corporation, with an office at 800 Minnesota Avenue. W., Walker, Minnesota 56484 (“**Land Trust**”) has agreed to donate to the County real property in Beltrami County as described on Exhibit A (“**Property**”).
2. On April \_\_, 2025, the Land Trust purchased the Property AS-IS from The Conservation Fund, a Maryland non-profit corporation (“**TCF**”).
3. The Land Trust purchased the Property with ML 2024, Ch. 106, Art. 1, Sec. 2, Subd. 3(a), Minnesota Heritage Forest - Transition to Public Ownership also known as “Outdoor Heritage Funds”.
4. The purpose of the donation from the Land Trust to the County is to “acquire priority forest habitat lands in fee as Beltrami county forests.”
5. Prior to ownership by TCF, the Property was owned by PotlatchDeltic timber company (“**Potlatch**”) which conducted forest management, removal and forest planting and regeneration on some or all of the Property.
6. In its due diligence to purchase the Property, the Land Trust did not walk and did not survey the Property to discover whether any unrecorded encumbrances or encroachments exist.
7. The Land Trust did not investigate whether or not unrecorded hunting, fishing or other recreational access claims exist by way of contract or by way of adverse possession.
8. In the Land Trust’s title work from Arrowhead Abstract & Title Company (“**Arrowhead**” or “**Title**”), Arrowhead included in its Schedule B, Part II, Exceptions of its Title Commitment to the Property the following exception statements:
  - a. *“Rights of the public and others in that portion of the subject property lying within the boundaries of any public, or roads, any Forest Service Roads, logging roads, railroads and trails which may traverse portions of the land.”*
  - b. *“Lack of access to a public right of way for those portions of the property which may be landlocked.”*
9. On April \_\_, 2025, the Land Trust will donate the Property to the County (“**Donation**”).

**NOW, THEREFORE, in consideration of the Land Trust donating the Property to the County, the County agrees to accept the Property and Donation subject to the following:**

1. All of the statements in the recital section of this Declaration.
2. The Property may be landlocked from public vehicular or pedestrian access.
3. The Property may have unrecorded adverse claims and/or interests to the County’s use interests.
4. The Property may have unrecorded adverse claims and/or interests to the County’s exclusive possession interests.

5. The Property may have boundary or structure encroachments.
6. The County receives the donation relying solely upon its own investigation and due diligence and not upon any verbal or written representation or warranty from the Land Trust.
7. The County shall be responsible for all its own Property investigation costs.
8. The County shall be responsible for all its own closing and recording costs.
9. The County receives the Donation AS-IS.
10. The County shall receive the Donation via limited warranty deed. The Land Trust shall transfer only rights it received from TCF. The Land Trust will not warrant title to the Property.
11. The County assumes all risk and shall bear full legal and financial responsibility of any known or unknown Property issue.
12. If a post- closing claim occurs to the Property, the County agrees to indemnify and hold the Land Trust, and all its officers and employees, harmless from all costs to defend any claim against the County or the Land Trust.

BELTRAMI COUNTY

\_\_\_\_\_

By:

Its:

STATE OF Minnesota            )  
   ) ss.  
 COUNTY OF Beltrami         )

Subscribed and sworn to before me on \_\_\_\_\_, 2025 by \_\_\_\_\_,  
 as \_\_\_\_\_, on behalf of Beltrami County.

(Stamp)

\_\_\_\_\_

(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
 (month/day/year)

Drafted By:

E. Michalski  
 ARROWHEAD ABSTRACT & TITLE CO.  
 314 West Superior Street, Suite 101  
 Duluth, MN 55802  
 218-722-0052  
 T-70586C-1

**Exhibit A**

Real property in Beltrami County, Minnesota legally described as:

**NWLT T-70586C Beltrami  
Legal Description**

<b>County</b>	<b>PIN</b>	<b>Legal Description</b>	<b>Section</b>	<b>Township</b>	<b>Range</b>
BEL-0001A BEL-0002A BEL-0003A BEL-0004A	12.00183.00	Northeast Quarter of Northeast Quarter (NE1/4 of NE1/4) Northwest Quarter of Northeast Quarter (NW1/4 of NE1/4) Southwest Quarter of Northeast Quarter (SW1/4 of NE1/4) Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)	15	147N	34W
BEL-0006A	14.00195.00	Southwest Quarter of Northwest Quarter (SW1/4 of NW1/4)	9	146N	32W
BEL-0007A	14.00196.00	Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4)	9	146N	32W
BEL-0005A	14.00170.00	Southeast Quarter of Northeast Quarter (SE1/4 of NE1/4)	8	146N	32W





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

**AGENDA BILL**

**SUBJECT: Beltrami County 2025 Paving Contract**

**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: 3/18/2025**

**CLEARANCES: N/A**

**BUDGET IMPACT: County State Aid (CSAH) & L.O.S.T funds as budgeted**

**EXHIBITS: Bid Summary**

**SUMMARY STATEMENT:**

Bids were opened on March 18, 2025 at 11am for contract 2025-1 – Beltrami County 2025 Paving. Paving projects included under the contract are:

CP 004-307-023 Reconstruction of CR 307

SP 004-607-024 Thin overlay on CSAH 7

SP 004-627-005 Resurfacing of CSAH 27

SAP 004-629-005 Resurfacing/Reconstruction of CSAH 29

SAP 004-631-006 Resurfacing of CSAH 31

SAP 004-643-003 Resurfacing/Reconstruction of CSAH 43

Hawkinson Construction Company of Grand Rapids, MN was the apparent low bidder.

Bid Abstract Summary  
 Report Date 3/18/2025 Contract 2025-1 2025 Paving Bid Release Bid Opening  
 2/20/2025 11am 3/18/2025

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$8,167,770.15	
<b>Hawkinson Construction Co., Inc.</b>	<b>\$6,692,335.35</b>	<b>18.06% UNDER</b>
R.J. Zavoral and Sons, Inc.	\$6,964,183.73	14.74% UNDER
Mark Sand & Gravel Co.	\$7,115,990.46	12.88% UNDER
Knife River Materials-Northern Minnesota	\$7,220,598.51	11.60% UNDER
Northern Paving	\$7,588,478.00	7.09% UNDER



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

**AGENDA BILL**

**SUBJECT: SAP 004-030-015**

**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: 3/18/2025**

**CLEARANCES: N/A**

**BUDGET IMPACT: County State Aid (CSAH) as budgeted**

**EXHIBITS: Bid Summary**

**SUMMARY STATEMENT:**

Bids were opened on March 18, 2025 at 10am for the 2025 County Wide Sealcoat project. Morris Sealcoat and Trucking, Inc. of Morris, MN was the apparent low bidder.

**Bid Abstract Summary**

**Report Date**  
3/18/2025

**Bid Release**

SAP 004-030-015

**Bid Opening**  
2/19/2025 3/18/2025 10am

<b>Bid Name</b>	<b>Total</b>	<b>% Over/Under Estimate</b>
Engineer's Estimate	\$2,904,458.02	
Morris Sealcoat & Trucking, Inc.	\$2,421,797.72	16.62% UNDER
Asphalt Surface Technologies Corp.	\$2,597,663.18	10.56% UNDER
Allied Blacktop Company	\$2,866,414.68	1.31% UNDER



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

**AGENDA BILL**

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

**RECOMMENDATIONS:** Authorize and Signature on 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: \$ 1.65 \_\_\_\_\_

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 The Ruttger Family Trust dated February 12, 2020 \_\_\_\_\_  
(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 \_\_\_\_\_, 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

(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)

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 \_\_\_\_\_, 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)

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°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; 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, said point being the point of beginning of the land to be described; thence return South 82°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°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°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°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°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°53'20" East from the point of beginning; thence North 14°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.



**Meeting Date: 4-1-25**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** 2025 Commercial Haulers Applications

**RECOMMENDATIONS:** Request board to approve the attached the Commercial Hauler Applications.

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**DEPARTMENT OF ORIGIN:** Public Works - Solid Waste Division

**CONTACT PERSON:** Brian Olson, Director, 333-8278

**DATE SUBMITTED:** 3-14-25

**CLEARANCES:**

**BUDGET IMPACT:** None

**EXHIBITS:** Applications in signature file

**SUMMARY STATEMENT:**

Per Solid Waste Ordinance I have review the applications and all applications contained: Valid DOT Inspections, Certificate of Insurance, \$5,000 performance bond, \$100 License Fee, and Documentation of Hauling Fees. I recommend all attached requested permits to be approved.

Hauler Applications Attached:

Reierson Construction  
Tim Wilson  
City of Bemidji



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

REGULAR AGENDA BILL

**SUBJECT: Public Defender Contracts**

**RECOMMENDATIONS:** Approve the Public Defender and Legal Services Representation Contracts for Ellen Tholen and Joshua Nuckols

---

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

**DATE SUBMITTED:** March 27, 2025

**ATTACHMENT(S):**

- 1) Contract for Ellen Tholen
- 2) Contract for Joshua Nuckols

**BUDGET IMPACT:** None, already budgeted

**SUMMARY STATEMENT:**

The County has historically relied on outsourcing its Public Defender obligation. The County is obligated to provide counsel for indigent persons in paternity cases, parents in juvenile matters, guardians, ad litem, indigent wards in guardianship and other indigent matters. The County has traditionally obtained four Public Defenders for this service. However, currently the Public Defender team is down to two. As such, a Request for Qualifications was published in February which ran for a month. Two attorneys responded. Those attorneys have been vetted and are being recommended for engagement.

**BELTRAMI COUNTY PUBLIC DEFENDER  
AND OTHER LEGAL SERVICES REPRESENTATION CONTRACT**

Agreement made effective this 1st day of April, 2025, between the COUNTY OF BELTRAMI, acting by and through its Board of County Commissioners, hereinafter referred to as "County," and Joshua Nuckols, hereinafter referred to as "Attorney."

**SECTION 1: Purpose of Employment**

County hereby contracts with Attorney to act as one of its public defenders to provide counsel for indigent persons in paternity cases, parents in juvenile matters, guardians ad litem, indigent wards in guardianship and conservatorship matters, patients in judicial commitment proceedings, including but not limited to sexual psychopathic personality (SPP) or sexually dangerous person (SDP) commitment proceedings, and all other persons for which the law may require that counsel be furnished, including appeals to the Court of Appeals or the Minnesota Supreme Court. Attorney may be relieved of appellate work for just cause, on a case by case basis by the Judge presiding over such case. These services shall be provided primarily by Attorney, but other lawyers in such Attorney's firm may also provide a portion of these services as necessary. Attorney must be reasonably available and accessible in person to his or her clients, the Court and court personnel to provide the services enumerated herein on a daily, weekend and emergency basis.

**SECTION 2: Acceptance of Employment**

Attorney accepts the employment and will render to the best of his or her ability the services described in Section One during the continuance of this Contract.

**SECTION 3: Compensation of Attorney**

As compensation in full for all services to be rendered by Attorney herein, County shall pay the sum of \$71,082 per year, payable monthly at the rate of \$5,923.50 per month so long as this contract has not been terminated pursuant to Section 5. Payment for services under this Section shall be made in accordance with Section 9 of this Contract.

**SECTION 4: Expenses of Attorney**

In addition to the fees in Section Three, the County agrees to reimburse Attorney for the following expenses incurred by Attorney:

- a. Subpoena costs;
- b. Postage;
- c. The Attorney may make all necessary photocopies in relation to services under this Contract on photocopy machines of the County at the Beltrami County Judicial Center without charge.

- e. Other expenses reasonably incurred in representing the client, as allowed by the Court.

This expense allowance shall be submitted to the Court on an itemized accounting form.

Payment for expenses under this Section shall be made in accordance with Section Nine of this Contract.

### **SECTION 5: Term of Employment**

- A) Term: The term of employment shall commence April 1, 2025, and terminate on December 31, 2025, unless extended by mutual agreement pursuant to this section or terminated pursuant to this section.
- B) Extension of Contract: Any extension of this contract shall be in writing, signed by the parties, and filed with the County on or before December 1, 2025. Thereafter, Attorney shall continue through to conclusion all existing cases, unless relieved of such obligation on a case by case basis by the Judge presiding over the case.
- C) Termination of Contract: Any party to this contract may terminate this contract with or without cause upon 120 days written notice to the other party. The County reserves the right to an Expedited Termination, defined as less than the 120-day notice requirement, when Attorney is found in breach of this contract and is properly noticed in writing and provided 10 calendar days to remedy said breach.

### **SECTION 6: Fees**

It is agreed by Attorney that Attorney shall not charge the clients referred to in Section One a fee for the legal services performed under this Contract.

### **SECTION 7: Court Reimbursement**

It is understood that the Judges may order the clients referred to in Section One to reimburse the County for fees in accordance with applicable law. Attorney agrees to make no claim to this reimbursed money, and that Attorney's sole fees are those designated in Section Three of this Contract.

### **SECTION 8: Performance Requirements**

- A) Attorney shall maintain a license to practice law at all times, Attorney is responsible to report to the County Administrator if there are any discipline actions filed against the Attorney. Failure to do so is a breach of this agreement and may result in a termination for cause.
- B) Attorney agrees to manage and resolve conflicts of interest; complete, maintain and file accurate and organized records and time sheets; update

and complete all tasks on time and within deadlines; remain accessible to and routinely communicate with clients, attorneys, judges, court staff and others; endeavor to focus on decision-making options that are less costly to the County and most beneficial to their client; and expeditiously work to resolve cases and avoid repeat continuances.

- C) Attorney agrees to communicate all conflicts of interest, changes of schedule, absences, and other operational variations to the Court Administrator in a timely and accurate manner.
- D) Failure to meet any of the Section 8 Performance Requirements and/or failure to report to work for greater than 2 weeks' time may result in Termination of the contract pursuant with Section 5.

### **SECTION 9: Billing and Record Keeping**

Attorney agrees to keep and maintain detailed and accurate time records for each case assigned and shall submit a copy of such records to the Court on a monthly basis. Such records shall be in the detail and form as is regularly accepted in the legal community for Beltrami County. In addition to such time records, Attorney shall submit, on a monthly basis, the Beltrami County Public Defender Monthly Report, a copy of which is attached to this Agreement.

All sums due and payable under this Contract shall be paid by the County only upon the submission of the above time records, and then only upon the written invoice of the Attorney, submitted within thirty (30) days of the services performed or expense incurred. All records required to be kept and reported under this Contract shall be attached to the invoice to which said records relate. All invoices and other reports shall be sent to: Beltrami County Court Administrator, Beltrami County Judicial Center, 600 Minnesota Avenue, Suite 108, Bemidji, MN 56601.

### **SECTION 10: Independent Contractor**

The Attorney guarantees that he or she has full legal right to render the services provided for in this Contract, and that the Attorney will defend, indemnify, and save the County entirely harmless from any and all claims, demands, damages, actions, and/or causes of action arising, or to arise, against the Attorney or the Attorney's employees or the County of Beltrami by reason of the Attorney's operations under this Contract, or the use of any process, equipment, machinery, or material in furnishing of the same.

Attorney agrees that his or her status under this Contract is that of an independent contractor, and County agrees that Attorney shall have full control of the method and manner of performing the services set forth herein in accordance with the terms hereof.

Attorney further agrees that any persons or firms the contractor may employ are the employees of Attorney, and are not the employees of the County; Attorney further agrees to purchase and provide any and all required policies of insurance for liability, unemployment, and workers' compensation, and agrees not to make any

claims against the County therefore in the Attorney's own behalf; and further agrees to indemnify and hold the County harmless for any claims made against the County or Attorney by Attorney's employees, or by any person claiming benefits as an employee of Attorney, and to defend the County from any and all such claims.

**SECTION 11: Indemnity**

The Attorney agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the Attorney or person's employed by the Attorney pursuant to this Contract.

**SECTION 12: Additional Provisions**

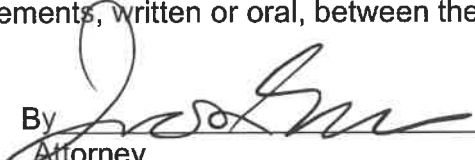
The Attorney agrees to register and use e-charging and e-filing at the commencement of this Agreement and continuing throughout the entire term of this Agreement. The Attorney will allow the County to e-file and e-serve documents and disclosure upon them.

The Attorney certifies that they meet and will maintain the minimum qualifications established by the Judicial Council in regards to representation of individuals who receive Court Appointed attorneys. Furthermore, Attorney agrees to maintain appropriate Malpractice Insurance as required by the Rules of the Supreme Court for the Registration of Attorneys.

**SECTION 13: Entire Agreement**

This Contract contains the complete agreement concerning the rights and responsibilities of the Attorney and the County, and shall, as of the effective date hereof, supersede all other agreements, written or oral, between the parties.

Dated: 3-27-2025

By   
Attorney

COUNTY OF BELTRAMI

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Thomas H. Barry, County Administrator

••

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Chair, Beltrami County Board of Commissioners

Approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Beltrami County Attorney



**BELTRAMI COUNTY PUBLIC DEFENDER  
AND OTHER LEGAL SERVICES REPRESENTATION CONTRACT**

**MONTHLY REPORT**

Beltrami County Public Defender

NAME: \_\_\_\_\_ MONTH/YEAR \_\_\_\_\_

<b>CASE CATEGORY</b>	<b>TOTAL NUMBER OF CASES WORKED</b>	<b>CASE NUMBERS WORKED</b>	<b>TOTAL HOURS WORKED*</b>
CHIPS			
COMMITMENTS (except SDP & SPP cases)			
SDP & SPP COMMITMENTS			
PATERNITY			
GUARDIANSHIP/CONSERVATORSHIP			
GUARDIAN AD LITEM			
CHILD SUPPORT			
DELINQUENCY			
MISDEMEANOR			
EPC HEARINGS			
OTHER			

**\* From time records which must be separately attached by case to this summary as documentation for hours worked.**

\_\_\_\_\_  
Signature/Date

**BELTRAMI COUNTY PUBLIC DEFENDER  
AND OTHER LEGAL SERVICES REPRESENTATION CONTRACT**

Agreement made effective this 1st day of April, 2025, between the COUNTY OF BELTRAMI, acting by and through its Board of County Commissioners, hereinafter referred to as "County," and Ellen E. Tholen, hereinafter referred to as "Attorney."

**SECTION 1: Purpose of Employment**

County hereby contracts with Attorney to act as one of its public defenders to provide counsel for indigent persons in paternity cases, parents in juvenile matters, guardians ad litem, indigent wards in guardianship and conservatorship matters, patients in judicial commitment proceedings, including but not limited to sexual psychopathic personality (SPP) or sexually dangerous person (SDP) commitment proceedings, and all other persons for which the law may require that counsel be furnished, including appeals to the Court of Appeals or the Minnesota Supreme Court. Attorney may be relieved of appellate work for just cause, on a case by case basis by the Judge presiding over such case. These services shall be provided primarily by Attorney, but other lawyers in such Attorney's firm may also provide a portion of these services as necessary. Attorney must be reasonably available and accessible in person to his or her clients, the Court and court personnel to provide the services enumerated herein on a daily, weekend and emergency basis.

**SECTION 2: Acceptance of Employment**

Attorney accepts the employment and will render to the best of his or her ability the services described in Section One during the continuance of this Contract.

**SECTION 3: Compensation of Attorney**

As compensation in full for all services to be rendered by Attorney herein, County shall pay the sum of \$71,082 per year, payable monthly at the rate of \$5,923.50 per month so long as this contract has not been terminated pursuant to Section 5. Payment for services under this Section shall be made in accordance with Section 9 of this Contract.

**SECTION 4: Expenses of Attorney**

In addition to the fees in Section Three, the County agrees to reimburse Attorney for the following expenses incurred by Attorney:

- a. Subpoena costs;
- b. Postage;
- c. The Attorney may make all necessary photocopies in relation to services under this Contract on photocopy machines of the County at the Beltrami County Judicial Center without charge.

- e. Other expenses reasonably incurred in representing the client, as allowed by the Court.

This expense allowance shall be submitted to the Court on an itemized accounting form.

Payment for expenses under this Section shall be made in accordance with Section Nine of this Contract.

#### **SECTION 5: Term of Employment**

- A) Term: The term of employment shall commence April 1, 2025, and terminate on December 31, 2025, unless extended by mutual agreement pursuant to this section or terminated pursuant to this section.
- B) Extension of Contract: Any extension of this contract shall be in writing, signed by the parties, and filed with the County on or before December 1, 2025. Thereafter, Attorney shall continue through to conclusion all existing cases, unless relieved of such obligation on a case by case basis by the Judge presiding over the case.
- C) Termination of Contract: Any party to this contract may terminate this contract with or without cause upon 120 days written notice to the other party. The County reserves the right to an Expedited Termination, defined as less than the 120-day notice requirement, when Attorney is found in breach of this contract and is properly noticed in writing and provided 10 calendar days to remedy said breach.

#### **SECTION 6: Fees**

It is agreed by Attorney that Attorney shall not charge the clients referred to in Section One a fee for the legal services performed under this Contract.

#### **SECTION 7: Court Reimbursement**

It is understood that the Judges may order the clients referred to in Section One to reimburse the County for fees in accordance with applicable law. Attorney agrees to make no claim to this reimbursed money, and that Attorney's sole fees are those designated in Section Three of this Contract.

#### **SECTION 8: Performance Requirements**

- A) Attorney shall maintain a license to practice law at all times, Attorney is responsible to report to the County Administrator if there are any discipline actions filed against the Attorney. Failure to do so is a breach of this agreement and may result in a termination for cause.
- B) Attorney agrees to manage and resolve conflicts of interest; complete, maintain and file accurate and organized records and time sheets; update

and complete all tasks on time and within deadlines; remain accessible to and routinely communicate with clients, attorneys, judges, court staff and others; endeavor to focus on decision-making options that are less costly to the County and most beneficial to their client; and expeditiously work to resolve cases and avoid repeat continuances.

- C) Attorney agrees to communicate all conflicts of interest, changes of schedule, absences, and other operational variations to the Court Administrator in a timely and accurate manner.
- D) Failure to meet any of the Section 8 Performance Requirements and/or failure to report to work for greater than 2 weeks' time may result in Termination of the contract pursuant with Section 5.

### **SECTION 9: Billing and Record Keeping**

Attorney agrees to keep and maintain detailed and accurate time records for each case assigned and shall submit a copy of such records to the Court on a monthly basis. Such records shall be in the detail and form as is regularly accepted in the legal community for Beltrami County. In addition to such time records, Attorney shall submit, on a monthly basis, the Beltrami County Public Defender Monthly Report, a copy of which is attached to this Agreement.

All sums due and payable under this Contract shall be paid by the County only upon the submission of the above time records, and then only upon the written invoice of the Attorney, submitted within thirty (30) days of the services performed or expense incurred. All records required to be kept and reported under this Contract shall be attached to the invoice to which said records relate. All invoices and other reports shall be sent to: Beltrami County Court Administrator, Beltrami County Judicial Center, 600 Minnesota Avenue, Suite 108, Bemidji, MN 56601.

### **SECTION 10: Independent Contractor**

The Attorney guarantees that he or she has full legal right to render the services provided for in this Contract, and that the Attorney will defend, indemnify, and save the County entirely harmless from any and all claims, demands, damages, actions, and/or causes of action arising, or to arise, against the Attorney or the Attorney's employees or the County of Beltrami by reason of the Attorney's operations under this Contract, or the use of any process, equipment, machinery, or material in furnishing of the same.

Attorney agrees that his or her status under this Contract is that of an independent contractor, and County agrees that Attorney shall have full control of the method and manner of performing the services set forth herein in accordance with the terms hereof.

Attorney further agrees that any persons or firms the contractor may employ are the employees of Attorney, and are not the employees of the County; Attorney further agrees to purchase and provide any and all required policies of insurance for liability, unemployment, and workers' compensation, and agrees not to make any

claims against the County therefore in the Attorney's own behalf; and further agrees to indemnify and hold the County harmless for any claims made against the County or Attorney by Attorney's employees, or by any person claiming benefits as an employee of Attorney, and to defend the County from any and all such claims.

**SECTION 11: Indemnity**

The Attorney agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the Attorney or person's employed by the Attorney pursuant to this Contract.

**SECTION 12: Additional Provisions**

The Attorney agrees to register and use e-charging and e-filing at the commencement of this Agreement and continuing throughout the entire term of this Agreement. The Attorney will allow the County to e-file and e-serve documents and disclosure upon them.

The Attorney certifies that they meet and will maintain the minimum qualifications established by the Judicial Council in regards to representation of individuals who receive Court Appointed attorneys. Furthermore, Attorney agrees to maintain appropriate Malpractice Insurance as required by the Rules of the Supreme Court for the Registration of Attorneys.

**SECTION 13: Entire Agreement**

This Contract contains the complete agreement concerning the rights and responsibilities of the Attorney and the County, and shall, as of the effective date hereof, supersede all other agreements, written or oral, between the parties.

Dated: March 27, 2025

By [Signature]  
Attorney

COUNTY OF BELTRAMI

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Thomas H. Barry, County Administrator

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Chair, Beltrami County Board of Commissioners

Approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Beltrami County Attorney

**BELTRAMI COUNTY PUBLIC DEFENDER  
AND OTHER LEGAL SERVICES REPRESENTATION CONTRACT**

**MONTHLY REPORT**

Beltrami County Public Defender

NAME: \_\_\_\_\_ MONTH/YEAR \_\_\_\_\_

<b>CASE CATEGORY</b>	<b>TOTAL NUMBER OF CASES WORKED</b>	<b>CASE NUMBERS WORKED</b>	<b>TOTAL HOURS WORKED*</b>
CHIPS			
COMMITMENTS (except SDP & SPP cases)			
SDP & SPP COMMITMENTS			
PATERNITY			
GUARDIANSHIP/CONSERVATORSHIP			
GUARDIAN AD LITEM			
CHILD SUPPORT			
DELINQUENCY			
MISDEMEANOR			
EPC HEARINGS			
OTHER			

**\* From time records which must be separately attached by case to this summary as documentation for hours worked.**

\_\_\_\_\_  
Signature/Date



Date: April 1, 2025  
Beltrami County Commission

**REGULAR MEETING AGENDA BILL**

**SUBJECT: Jail Property Purchase Agreement**

**RECOMMENDATIONS:** Approve the Jail Property Purchase Agreement with Rich Siegert

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**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:**

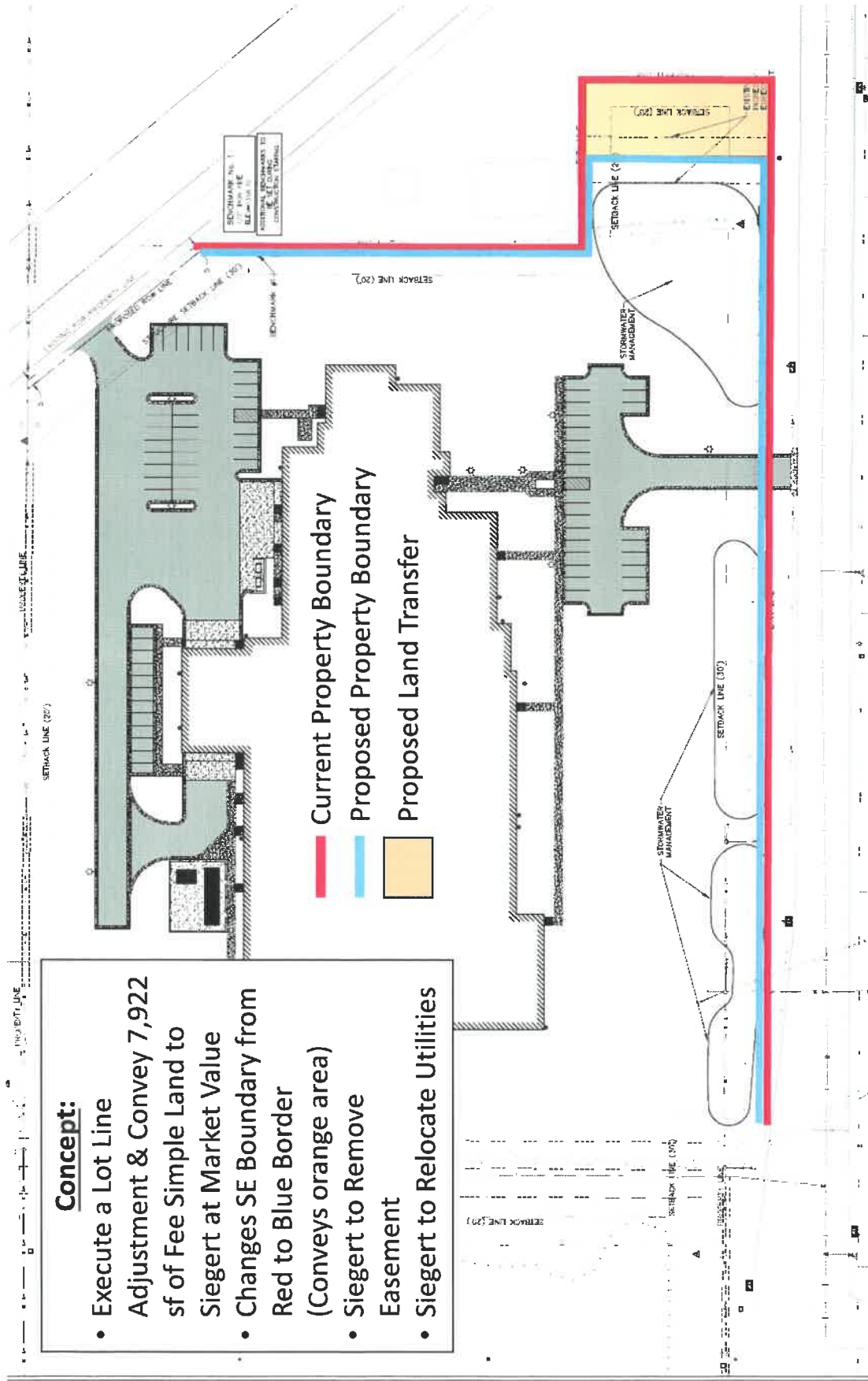
The County has made significant strides in advancing the design and construction of a new Jail to be located at 815 Pioneer St. In advancing the project, several property boundary issues required addressing. One in particular included a private easement impacting the SE corner of the property. To facilitate 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 Siegart at Market Value
- Changes SE Boundary from Red to Blue Border (Conveys orange area)
- Siegart to Remove Easement
- Siegart 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]

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**QUIT CLAIM DEED**  
**Corporation to Individual(s)**

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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





### 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]

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**QUIT CLAIM DEED**  
**Individual(s) to Corporation**

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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

BY: \_\_\_\_\_  
Craig Gaasvig

ITS: Chair

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF BELTRAMI )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2025, by  
Richard W. Siegert, a natural person.

Notary Stamp

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING  
ACKNOWLEDGEMENT

Instrument Drafted by:

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

Tax Statements sent to:

Beltrami County Auditor Treasurer  
701 Minnesota Ave NW  
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:

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**







**DATE: April 1, 2025  
Beltrami County Commission  
Regular Meeting Agenda**

**AGENDA BILL**

**SUBJECT:** Commissioners' Business Items

**RECOMMENDATIONS:** Discussion

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**DEPARTMENT OF ORIGIN:** N/A

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

**DATE SUBMITTED:** March 26, .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**

**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)**

**4<sup>th</sup> Tuesday @ 6:30 pm**

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

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

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

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

*Subject to change*

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