BEMIDJI CITY COUNCIL
AGENDA
Monday, April 16, 2018

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

➤ ROLL CALL

➤ PLEDGE OF ALLEGIANCE TO THE FLAG

➤ PROCLAMATION –
  Month of April as “Sexual Assault Awareness Month” and the night of April 19 as
  “Take Back the Night” in Bemidji

➤ AMENDMENTS TO AGENDA

I. MINUTES
   1) Regular Council: April 2, 2018
      Special Work Session: March 27, 2018

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

2) Claims Submitted by Finance Officer in the amount of $876,882.00
3) Claims Submitted by VenuWorks for the Sanford Center in the amount of $73,463.01
4) Miscellaneous Business Licenses for 2018
5) Resolution Approving Temporary Off-Premises Alcohol Permit and Street Closure for the
   Bemidji Brewing Block Party
6) Award the Installation of Two Outdoor Warning Sirens to Roger’s Two Way Radio in the
   amount of $46,460

III. CITIZENS WITH BUSINESS BEFORE THIS COUNCIL – NOT ON AGENDA
   Public Comment – Please give your name, address and state your concern/comment. Visitors may share
   their concerns with City Council on any issue, which is not already on the agenda. Each person will have 3 minutes
   to speak. The Mayor reserves the right to limit an individual’s presentation if it becomes redundant, repetitive, irrelevant,
   or overly argumentative. The Mayor may also limit the number of individual presentations on any issue to
   accommodate the scheduled agenda items. All comments will be taken under advisement by the Council. PLEASE
   BE ADVISED THAT THE COUNCIL WILL TAKE NO ACTION AT THIS TIME.

IV. REPORT(S)
   • Bemidji Youth Advisory Commission
   • BSU Student Senate (if present)

Bemidji—Regional Center Amenities with Small Town Character
V. NEW BUSINESS

7) Consider Professional Services Amendment for Asbestos Removal, Carnegie Library Renovation Project, City Project 18-07

8) Consider Adoption of the Parks & Recreation Strategic Plan

VI. ORDINANCE

9) First Reading of an Ordinance Amending the Bemidji City Code, Adopting an Amended 2018 Fee Schedule

10) Final Reading of an Ordinance Granting a Franchise to Paul Bunyan Communications in the City of Bemidji; Setting Forth Conditions Accompanying the Grant of the Franchise, Providing for Certain Service Regulations; and Prescribing Penalties for the Violation of the Provisions Herein

- Authorization to Publish Summary of Said Ordinance

VII. UPCOMING MEETINGS

- Monday, April 23 5:30 p.m. Special Work Session – Manager’s Review
- Monday, May 7 6:00 p.m. Council Meeting

VIII. MAYOR AND COUNCIL REPORTS

➢ Please limit your committee updates/reports to 4 minutes

IX. ADJOURN
Proclamation

WHEREAS, sexual violence against women, men, and children is widespread and impacts every person in this community; and

WHEREAS, in Minnesota, it is estimated that one in three women and one in six men will experience sexual violence in their lifetime; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community; and

WHEREAS, to solve this problem we must work together to support survivors, educate our community about sexual violence prevention, and speak out against harmful attitudes and actions;

NOW THEREFORE, I, Rita Albrecht, Mayor of the City of Bemidji, hereby proclaim the night of April 19, 2018 as “Take Back the Night” and the month of April as Sexual Assault Awareness Month in the City of Bemidji. I urge all citizens to take action to work toward the elimination of all forms of sexual violence and to create a safer environment for all.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL.

Rita C. Albrecht, Bemidji Mayor
Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, April 2, 2018 at 6:00 p.m. in the Council Chambers of City Hall, Mayor Albrecht presiding.

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

Staff Present: City Manager Nate Mathews, City Attorney Alan Felix, Finance Director Ron Eischens, Public Works Director/City Engineer Craig Gray, Deputy City Clerk Michelle Miller

AMENDMENTS TO AGENDA
Mayor Albrecht called for any amendments to the agenda. Motion by Larson, seconded by Meehlhause, to approve the agenda as prepared. Motion carried by unanimous vote.

MINUTES
The following minutes were presented for approval:
   Council Meeting March 19, 2018
   Work Session March 26, 2018

Lehmann noted that the date in his motion in the March 19 minutes regarding the Carnegie project should be June 1, not June 4.

Motion by Johnson, seconded by Hellquist, to approve the minutes as amended. Motion carried by unanimous vote.

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

1. Claims Submitted by Finance Officer in the amount of $570,657.65
2. Claims Submitted by VenuWorks for the Sanford Center in the amount of $55,929.42
3. Miscellaneous Business Licenses for 2018
4. 1-Day Temporary Consumption & Display Permit – Bemidji Sculpture Walk on 5/19/18
5. RESOLUTION NO. 6148: Bemidji City Council to Not Waive the Monetary Limits on Tort Liability Established by M.S. 466.04 and Appointing Insurance Agent of Record
6. RESOLUTION NO. 6149: Entering into a Traffic Control Signal Agreement with the MN Department of Transportation – Agreement No. 1030746
7. Authorize the Mayor and City Manager to Execute a State of Minnesota Joint Powers Agreement regarding Anti-Heroin Task Force Program
8. Travel Authorization – Minnesota Mayors Conference, April 27-28 – Albrecht

Motion carried by unanimous vote.

CITIZENS NOT ON AGENDA
No one appeared.

**COMMITTEE REPORTS**

**Bemidji Youth Advisory Commission** – Lauren Petrich reported that a member from the Citizen’s Climate Lobby spoke at their meeting and is considering making a donation to the BYAC. Petrich also reported that they are considering changing the name of the J7 event. Meehlhave also commented that the BYAC is working on a survey for students.

**BSU Student Senate** – No appearance.

**NEW BUSINESS**

**VenuWorks Agreement Renewal**

Mathews stated that on September 18, 2017, Council approved implementing four Sanford Center Work Group recommendations, three of which have been implemented. The fourth recommendation, the proposed renewal of the contract with VenuWorks is ready for consideration. This contract would commence January 1, 2019. Highlights of the changes include, but are not limited to:

- Investment by VenuWorks of $130,000
- Variable management fee on food and beverage
- Base management fee adjusted by a regional CPI
- Initial five year term with two five year extensions
- Revised contract termination clause

Mathews stated that it is important to establish a new contract now in order to begin negotiating the suite renewals with BSU as well as naming rights discussions over the summer with Sanford Health. Felix stated that if Council approves this agreement, additional review will be needed from bond counsel and with the state for the grant agreement.

Council discussed the following with City Staff, Jeff Kossow and Joe Romano of VenuWorks:

- Five year contract term is an industry standard and eliminates the need for extensive negotiations every two or three years; contract does allow for an annual review and opportunity to amend any term of the agreement
- Johnson expressed concerns with renewing the contract with VenuWorks
- Use of credit card internal controls and pre-approval of travel plans have been implemented by VenuWorks
- Contract attempts to simplify and incentivize the variable management fee
- 180 day termination period protects the city while it seeks another management firm
- The event risk fund would be replenished pursuant to policies yet to be created
- Community is counting on the Sanford Center to be successful

Motion by Johnson, seconded by Lehmann, to table the consideration of the VenuWorks contract until the State of Minnesota Auditor report comes in. Motion failed by the following vote: Ayes: Johnson, Lehmann. Nayes: Meehlhave, Hellquist, Erickson, Larson, Albrecht.
Motion by Larson, seconded by Meehlhause to accept the renewed facility Management Agreement with VenuWorks as presented. Motion carried by the following vote: Ayes: Larson, Erickson, Albrecht, Lehmann, Meehlhause, Hellquist. Nayes: Johnson.

Carnegie Library Renovation Project – City Project 18-07 (Asbestos Abatement)
Gray reviewed the quotes on the Carnegie Library Renovation Project regarding asbestos abatement. He stated they received five quotes from qualified contractors. All quotes included a base price and an alternate. The alternate is for the removal of the attic insulation. The quotes received are as follows:

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<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alternate #1</th>
<th>Total Bid</th>
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<tr>
<td>EPS, Inc.</td>
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WSN recommends that both the base quote and the alternate be awarded to EPS, Inc. Gray stated that asbestos abatement needs to be completed if building is moved, renovated or demolished. The only scenario that would not require abatement is if the building is left in place and untouched. If approved, this work would be completed sometime in May.

Motion by Erickson, seconded by Johnson, to award the quote for the Carnegie Library Renovation Project – City Project 18-07 pertaining to Asbestos Abatement to EPS, Inc., in the amount of $30,490 to be paid out of the funds in the Carnegie account held at the Northwest Minnesota Foundation. Motion carried with the following vote: Ayes: Albrecht, Meehlhause, Johnson, Lehmann, Erickson, Larson. Nayes: Hellquist.

ORDINANCE
Pursuant to published notice, a Public Hearing was held to receive input regarding Amending an Ordinance Granting a Franchise to Paul Bunyan Communications in the City of Bemidji; Setting Forth Conditions Accompanying the Grant of the Franchise, Providing for Certain Service Regulations; and Prescribing Penalties for the Violation of the Provisions Herein. Mayor Albrecht opened the Public Hearing at 8:08 p.m., hearing no comments the public hearing was closed at 8:09 p.m.

AN ORDINANCE Granting a Franchise to Paul Bunyan Communications in the City of Bemidji; Setting Forth Conditions Accompanying the Grant of the Franchise, Providing for Certain Service Regulations; and Prescribing Penalties for the Violation of the Provisions Herein was given a second reading.

UPCOMING COUNCIL MEETINGS
- Monday, April 9 5:30 p.m. Work Session – 2017 Financial Review
- Thursday, April 12 Due Date Manager's Evaluation to City Clerk
- Monday, April 16 6:00 p.m. Council Meeting

COUNCIL/STAFF REPORT
- Council members provided updates on current events and meetings.
• Erickson stated that the Deer Committee approved Ward 4 hunting sites for the 2018 City archery hunt.

ADJOURN
There being no further business, motion by Hellquist, seconded by Meehlhause, to adjourn the meeting. Motion carried. Meeting adjourned at 8:30 p.m.

Respectfully submitted,

Michelle R. Miller
Deputy City Clerk
Pursuant to due call and notice, a work session of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Tuesday, March 27, 2018, at 5:30 p.m. in the Chambers of City Hall, Mayor Albrecht presiding.

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

Staff Present: City Manager Nate Mathews, City Attorney Al Felix, City Engineer Craig Gray, Finance Director Ron Eischens, Deputy City Clerk Michelle Miller

Others Present: Monte Hilleman (Saint Paul Port Authority), Jeff Shoek (Loucks), Tom Goodrum (Loucks)

Albrecht stated that the purpose of the meeting was to review and discuss the Bemidji Rail Corridor Redevelopment Site Technical Memorandum 1 and Consultant Findings.

Mathews summarized the process of working with Loucks and the Saint Paul Port Authority to obtain the Phase 1 report being presented to Council for discussion and consideration of the proposed Phase 2 tasks submitted in the report.

Hilleman, Shoek and Goodrum presented findings from the report, including a market study, environmental concerns and development potential. The area involved in this study is a 14-acre Rail Corridor area lying between Irvine Avenue and Bemidji Avenue, north of Lake Irving and west of the Mississippi River.

Goodrum discussed the market study and development scenarios. The most feasible development area is located on the westerly side with the easterly side containing higher concentrations of contaminated soil. The primary development being proposed is housing.

The biggest concern is soil management and correction; with costs ranging from $1.1 million to $8.2 million. However, the actual cost could be in the range of $2-3 million by minimizing off-site hauling and utilizing land treatment and berms on contaminated soil areas. To obtain an accurate evaluation of the level of contamination a formal request will have to be made to the MPCA. It will be more cost effective to remove the contaminated soil and to compete for grants if removal is done as one project, rather than in phases. The unknown aspects of the project include: (1) MPCA approval; (2) Tribal review; (3) Utilities; (4) Geotechnical review; and (5) Overall land use.

Council discussed the following:

- Feasibility of development on snow removal area
- What kind of property tax base would be generated
- Housing could drive retail development in the downtown
- City will have to be involved in the cleanup of the soils to obtain DEED grants
- Development should complement the downtown (focus should be on housing), additional retail space would compete with the downtown
- People who live downtown, spend more money downtown than people who do not live in a downtown area
- In order to make a decision to proceed further in the process the city should move forward with Phase 2 and then decide if it is feasible to develop the property

The Saint Paul Port Authority is seeking direction on the following:

1. Formal environmental investigation by the MPCA
2. Tribal consultation
3. Cost analysis of updated development scenario
4. Construction costs, funding sources and property tax projections
5. Preparation of Technical Memorandum 2
6. Begin site marketing and analysis of redevelopment proposals (brokerage services)

Hellquist stated he does not support the city being involved in selling of land. He stated there are other big projects that the city should be spending money on.

Albrecht stated that if the city cleans up and sells the property that the city should break even and reduce public ownership of the downtown area.

Motion by Larson, seconded by Meehlhause, to move forward with the Phase 2 tasks outlined in the March 20, 2018 Technical Memorandum 1 presented by the Saint Paul Port Authority (dba Port Consulting) in the amount of $13,500. Motion carried with the following vote: Ayes: Meehlhause, Johnson, Lehmann, Erickson, Larson, Albrecht. Nayes: Hellquist.

ADJOURN
There being no further business, motion by Lehmann, seconded by Johnson, to adjourn the meeting. Motion carried. Meeting adjourned at 7:30 p.m.

Respectfully submitted,

Michelle R. Miller
Deputy City Clerk
# Bill List Summary

April 16th, 2018

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TOTAL $ 876,882.00
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# VenuWorks of Bemidji, LLC

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<tr>
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<td>BRANDEN DEAN SMITH</td>
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<td>WILLIAM ROBERT SMITH</td>
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<td>Taxicab Service</td>
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RESOLUTION NO.

A RESOLUTION APPROVING TEMPORARY OFF-PREMISES ALCOHOL PERMIT AND STREET CLOSURE FOR THE BEMIDJI BREWING BLOCK PARTY

WHEREAS, Bemidji Brewing Company, hereinafter the "Event Organizers", are holding a Block Party in the City of Bemidji on June 16, 2018; and

WHEREAS, the Event Organizers have requested that America Avenue between 2nd and 3rd Streets be closed; and

WHEREAS, the Event Organizers will provide the City with a Certificate of Liability Insurance naming the City as an "additional insured" for the duration of the special event; and

WHEREAS, the Event Organizers agree to observe all state and local laws relating to the sale of alcoholic beverages; and

WHEREAS, the Event Organizers agree to abide by all city rules and regulations in the use of the designated areas, to clean and restore the areas used to the satisfaction of Street Department staff, and to submit appropriate applications and user and permit fees to the City Clerk; and

NOW, THEREFORE, be it resolved by the Bemidji City Council to authorize the Temporary Off-Premises Liquor Permit to Bemidji Brewing within the designated event area and closure of street, alleys and sidewalks as described herein on June 16, 2018 beginning at Noon and ending at 6:00 p.m. for a Block Party.

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

Ayes:
Nays:
Absent:

Passed: April 16, 2018

ATTEST:                                  APPROVED:

Michelle R. Miller, Deputy City Clerk   Rita C. Albrecht, Mayor
CITY OF BEMIDJI
APPLICATION FOR EVENT / PERMIT TO CLOSE PUBLIC STREET

The following application is submitted to the City of Bemidji as a request to hold an event on a public right-of-way or trail and/or to request closing of a public right-of-way (street/avenue).

PLEASE PRINT

LOCATION America Avenue (Bemidji Brewing)

BETWEEN 2nd Street NW & /TO 3rd Street NW

DATE Saturday, June 16, 2018

Day of week, month/day/year

TIME 9:00 a.m. to 10 p.m.

beginning / end

Do you need placement of No-Parking Signs? Yes X No

If yes, what is the time that should be posted on the signs? 9:00 a.m. to 10 p.m.

NAME OF ORGANIZATION Bemidji Brewing

Address of Organization 211 America Ave NW

NAME OF PERSON SUBMITTING REQUEST Tina Kaney

Phone 218-407-2197 Email tina@bemidjibeer.com

You must provide two contact numbers for individuals that can be reached during the event:

1st Contact Name Megan Hill Phone 218-208-8282

2nd Contact Name Stephanie Marsh Phone 218-368-9303

DESCRIPTION OF PURPOSE/EVENT* See attached. Event will be held from noon to 8pm.

*Please attach a sketch of proposed layout and traffic control for event to this application.

Does this request include allowing alcohol on the public right-of-way? ☐ Yes ☐ No

If YES, please work with the City Clerk in this regard.

A Certificate of General Liability Insurance naming the City as an additional insured for the event must be provided to the City Clerk. The policy should provide that it cannot be cancelled except upon ten (10) days written notice filed with the City Clerk.

_____________________________ __________________________
Signature Date

To request use of City-owned cones or barricades, please complete a "Request to Use City Property" form and submit with this form. You will be responsible for setting up and removing any cones or barricades for the event.

Approved by: _______________________________ Date: __________________

City Manager

Reviewed by: ______ Police Dept. ______ Street Dept. ______ Other

FM – Event-Permit to Close Street Updated September 2017
Event Info: 2018 Block Party:
Pending approval by Bemidji City Council

Date: Saturday, June 16th, 2018
Event Time: 12:00 (Noon) - 8:00 PM
Setup Time: 9:00 - 11:45 AM
Cleanup Time: 8:00 - 9:30 PM
Road Closure: 9:00 AM - 10:00 PM
Location: 211 America Avenue NW (between 2nd and 3rd St.), in downtown Bemidji.

Event Info:

Bemidji Brewing is making plans to host its annual Block Party on Saturday, June 16th, and looks to draw people to downtown post-Loop the Lake (bicycling event) and for Father’s Day weekend outings. The basic idea is to block off most of the 200 block of America Avenue NW in downtown and offer a family-friendly event featuring: beer by Bemidji Brewing, local food vendors, live music, and family activities. Attendance is targeted at 800 attendees over the course of the 8 hour event. There is no entry or cover fee for attendees to enter, as we want to keep it as affordable and approachable as possible.

As a neighbor of Bemidji Brewing, we are reaching out to get your feedback on this event and any questions or concerns you have before we approach City Council. We hope to work together to find answers to questions and address any concerns you have on this event. I have also enclosed a map of the proposed event layout for you to get a better idea of the how it will look on the ground.

If your business is interested in being a food vendor at the event, please let me know. I will have the vendor packets out after City Council approval.

Any questions can be directed to me, Tina Kaney: tina@bemidjibeer.com. You can also reach me by phone: 218-407-2197. It is our goal to approach City Council in early April, and so expect to hear from me next week to follow up on this note.

Cheers,

Tina Kaney
Director of Internal Operations
Bemidji Brewing
211 America Ave NW
Bemidji, MN 56601
C: 218-407-2197
CITY OF BEMIDJI
APPLICATION FOR EVENT / PERMIT TO CLOSE PUBLIC STREET

The following application is submitted to the City of Bemidji as a request to hold an event on a public right-of-way or trail and/or to request closing of a public right-of-way (street/avenue).

PLEASE PRINT

LOCATION  211 America Ave NW; Bemidji Brewing

BETWEEN 2nd Cross Street & TO 3rd Cross Street

DATE Saturday, June 16, 2018 TIME Event = 12:00 - 8:00 PM
Day of week, date/month/year beginning/end Road closed = 9:00 AM -

NAME OF ORGANIZATION BEMIDJI BREWING

Address of Organization 211 America Ave NW; Bemidji, MN 56601

NAME OF PERSON SUBMITTING REQUEST TINA KANEY

Phone 218-407-2197 Email tina@bemidjibeer.com

You must provide two contact numbers for individuals that can be reached during the event:

1st Contact Name MEGAN HILL Phone 218-208-8282

2nd Contact Name STEPHANIE MARSH Phone 218-368-9303

DESCRIPTION OF PURPOSE/EVENT* Bemidji Brewing is planning to host the
3rd annual block party which will feature live music, family activities,
craft beer, and local food vendors.

*Please attach a sketch of proposed layout and traffic control for event to this application.

Does this request include allowing alcohol on the public right-of-way? ☑ Yes ☐ No
If YES, please work with the City Clerk in this regard.

A Certificate of General Liability Insurance naming the City as an additional insured for the event must be provided to the City Clerk. The policy should provide that it cannot be cancelled except upon ten (10) days written notice filed with the City Clerk.

_________________________________________ 3-14-2018
Signature Date

To request use of City-owned barricades, please complete and a “Request to Use City Property” form as soon as possible so proper arrangements can be made, you will be responsible for setting up and removing the barricades for the event.

Approved by: ___________________________________________ Date: __________________________

City Manager

Reviewed by: _____ Police Dept. _____ Street Dept. _____ Other

FM – Event-Permit to Close Street Updated August 2016
CITY OF BEMIDJI
REQUEST TO USE CITY PROPERTY
FORM / POLICY

This form is to be used when a person or group wishes to use City-owned property.

DATE OF EVENT: Saturday, June 16, 2018
TIME OF USE: 9:00 AM - 10:00 PM

LOCATION: Bemidji Brewing; 211 America Ave NW

STREET DEPARTMENT EQUIPMENT*:

CONES ~ QUANTITY? 1
BARRICADES ~ QUANTITY? 20

*Contact Dave Hansen at 333-1855 to make arrangements for the street department equipment

PARKS DEPARTMENT EQUIPMENT*:

PICNIC TABLES ~ QUANTITY? 1
EVENT BIKE RACKS ~ QUANTITY? 2

*You are responsible for picking up and returning parks equipment at the Public Works Department.

OUTLINE your event and specify the items you are requesting:

Bemidji Brewing is planning its annual Block Party event which entails closing off the 200 block of America Ave NW to provide space for live music, shade, tents, beer, vendors and games. The event runs 12:00 - 8:00 PM, road closure from 9:00 AM - 10:00 PM.

RELEASE / HOLD HARMLESS AGREEMENT

In order to participate in this event/activity, I agree to hold the City harmless and I waive any right to make claims or lawsuits against the City or anyone working on behalf of the City for any injuries or damages related to the alleged negligence of the City. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct on the part of the City. My participation in this activity is voluntary and I understand the effect of this waiver on my legal rights.

Further, I hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. The City of Bemidji disclaims all liability for injuries or accidents arising from the use of this property.

Date: 3-14-2018

Signature: [Sign Here]
Bemidji Brewing
Organization:
E-Mail Address: [Email Here]

COPY: STREET SUPERINTENDENT
POLICE DEPARTMENT
PARKS DEPARTMENT

Mailing Address: 211 America Ave NW Bemidji
Telephone number(s): 218-744-7011; C: 218-407-2197
BEMIDJI BREWING
BLOCK PARTY 2018
SATURDAY JUNE 16
EVENT TIME: 12 PM - 8 PM
ROAD CLOSED: 9 AM - 10 PM

NOTES:
FREE PARKING
LOT NORTH OF HARMONY CO-OP
MUSICIAN GREEN ROOM
HELD IN KBXE TENT

DOWNTOWN MEATS
BEMIDJI BREWING
CO-OP OUTLOT

STAGE
CANOPY SEATING
CANOPY SEATING

PUMPS
CENEX/COUNTRY CO-OP

FADE MASTERS
SEGOND ST NW
COUNCIL AGENDA ITEM

Meeting Date: April 16, 2018

Action Requested: Award the installation of two Outdoor Warning Sirens to Roger’s Two Way Radio

Prepared By: David Hoefer, Fire Chief

Reviewed By: Nate Mathews, City Manager

Background:

On February 2, 2015 the City Council authorized staff to development plans/specifications and seek proposals for the upgrading/replacement of the city’s outdoor warning siren system.

A master plan for a 10-siren mass notification system from Federal Signal Corporation was approved and in the spring of 2015 eight new sirens were installed. The remaining two sirens needing to be installed per the master plan were deferred until 2018 and have been included in the Capital Improvement Plan. The location of the two new proposed sirens will be one in the area near Irvine Ave NW & Lakewood DR NW and one in the Industrial Park area. (See attached map)

Roger’s Two Way Radio, Federal Signal Corporation’s authorized local dealer, has provided a quote for two new sirens and installation for the amount of $46,460. This work will be completed in the spring of 2018. See attachment for more information.

Recommendation:

Award the project to install two new sirens to the city’s mass outdoor notification system to Roger’s Two Way Radio for the amount of $46,460.
Additional Outdoor Warning Sirens,
Integrated to the Existing
City of Bemidji Mass Notification System

Prepared for: David Hoefer, Chief
Bemidji Fire Department

Prepared by:
Jeremy Vogel
Roger's Two Way Radio

March 28, 2018
Introduction:

The City of Bemidji currently has eight outdoor warning sirens for mass notification of the residents of the city. These are used primarily for weather alerts and provide excellent coverage for residents near the sirens, due to their mechanical nature, which outputs a very loud alert. The only issue is that as the city expands, there are relatively high population areas that do not have good coverage. These two sirens would fill in gaps in the northern part of the city.

Statement of Work:

The following quote provides the sirens, utility poles, installation, grounding, antennas, and maintenance labor for two years, while the control equipment is under warranty. This would be added to the current contract, under the same terms and conditions, but does not include any parts as they are covered by a warranty from Federal Signal. The City of Bemidji would be responsible for adding two electrical services to their current Ottertail Power account. Roger’s Two Way Radio will take care of the technical side, including scheduling Ottertail Power to complete the service connection.

The poles, setting of siren heads, and electrical work will be done by Bessler Wiebolt Electric per the quote attached, as a sub-contractor to Roger’s Two Way Radio. Sirens and integration to the existing system will be provided by Roger’s Two Way Radio.
### Equipment and Installation Investment:

<table>
<thead>
<tr>
<th>Item</th>
<th>EACH</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>1. 130 dB Rotating Mechanical Siren (quantity 2):</td>
<td>$7350.00</td>
<td>$14,700.00</td>
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<tr>
<td>2. Two Way Digital Control (quantity 2):</td>
<td>$9400.00</td>
<td>$18,800.00</td>
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<tr>
<td>a. Includes: lead acid batteries,</td>
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<tr>
<td>b. Battery warming blankets,</td>
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<td></td>
</tr>
<tr>
<td>c. Antenna, feedline, and mount,</td>
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<td></td>
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<tr>
<td>d. Rectifier for AC/DC operation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Shipping from Factory (quantity 1):</td>
<td>$460.00</td>
<td>$460.00</td>
</tr>
<tr>
<td>4. Programming and testing (quantity 1):</td>
<td>$1800.00</td>
<td>$1800.00</td>
</tr>
<tr>
<td>5. Two year maintenance, labor only (quantity 2):</td>
<td>$400.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>6. Bessler Wiebolt Sub-contract (quantity 2):</td>
<td>$4950.00</td>
<td>$9900.00</td>
</tr>
</tbody>
</table>

Total investment for two sirens and installation: $46,460.00
Sales Tax (exempt): $0.00

**Total investment:** $46,460.00

Thank you for allowing us the opportunity to serve you. Please call me with any questions you may have about this quote.

---

Jeremy Vogel
Roger's Two Way Radio
Phone: 218-751-3077
Fax: 218-751-0508

3-28-18

David Hoefer
Bemidji Fire Chief
316 5th Street NW
Bemidji, MN 56601
Phone: 218-751-8001
COUNCIL AGENDA ITEM

Meeting Date: April 16, 2018

Action Requested: Carnegie Library Renovation Project – Consider Professional Services Amendment for Asbestos Removal – City Project 18-07

Prepared By: Craig J. Gray, DPW/City Engineer

Reviewed By: Nate Mathews, City Manager

Background:

On April 2nd the city council awarded a $30,490.00 contract to EPS Inc. for the removal of the asbestos in the Carnegie Library building. What was not known at that time was that the removal of the asbestos requires air quality monitoring while the asbestos removal work is being performed. WSN is proposing to do that work utilizing the field services of Legend Technical Services, Inc.

The estimated fees for the monitoring work to be performed by Legend Technical Services and WSN is approximately $10,000.

Finances:

The additional $10,000 could come from the existing funds that have been raised for the project that are in the Carnegie fund raising account at the Northwest MN Foundation.

Recommendation:

It is recommended that the city council pass a motion approving the professional services amendment with WSN in the amount of $10,000 for the Carnegie Library project.
April 9, 2018

City of Bemidji
Attn: Craig Gray, City Engineer
Public Works Facility
1351 - 5th Street NW
Bemidji, MN 56601
(Submitted via email)

RE: Bemidji Carnegie Library Hazardous Materials Abatement ~ Follow-on Services

Dear Mr. Gray,

Thank you for continuing to use Widseth Smith Nolting (WSN) for architectural services in support of the Bemidji Carnegie Library Hazardous Materials Abatement project. Based on our conversations and emails, we are proposing to provide air monitoring services (utilizing Legend Technical Services, Inc.) and additional project coordination.

WSN proposes to provide the above follow-on services on an hourly fee basis with an estimated total not to exceed $10,000 ($7,797 for air monitoring and the remainder for coordination).

We request that this letter serve as an amendment to our original February 21, 2018 email agreement.

If you are in agreement with our proposal for follow-on services and the associated fees, please sign and return a copy of this letter as our authorization to proceed, or send an email indicating the same.

Sincerely,

WIDSETH SMITH NOLTING & ASSOCIATES

[Signature]
Denise S. Koenigsberg
Architect

**************************************************************************************************************
Approved By:

[Signature]
Craig Gray
City Engineer

Date

**************************************************************************************************************

J:\0880-Bemidji Architecture\0880J0158-Carnegie Library\0880J0158.003-Hazardous Materials Assessment\Contracts\WSN\Carnegie Abatement Agreement Amendment.doc
**COUNCIL AGENDA ITEM**

Meeting Date: April 16, 2018

Action Requested: Consider Adoption of the Parks & Recreation Strategic Plan

Prepared By: Marcia Larson, Parks and Recreation Director

Reviewed By: Nate Mathews, City Manager

---

**Background**

The Parks and Recreation Department undertook a Strategic Planning Process in the Fall of 2017. This was in response to the increase in demand, use, and participation in recreation programming as well as increased use of facilities, parks, and trails. The purpose is to develop a strategic plan for the department’s operations and programming, with focus on building a plan for matching programming and services with known demand and available resources.

The plan focuses on programming, promoting the department and improvement in the operations and management of the parks, trails and facilities. The goal is for this plan to complement the physical system plan (Parks, Trails and Open Spaces Plan) in an effort to maximize City return on investment.

The planning process led by the Commission and facilitated by Joe Czapiewski, JFC Strategic Services strived to be inclusive. The process outlined on page 5, included interviews with 49 representatives of 27 organizations, survey of City Council, Commission and staff, and assessment of department reports and trends. In addition, three work sessions with the Commission were held.

The Commission, using the city-wide Mission, Vision and Core values, reviewed existing departmental mission and crafted new statements that better represent the Parks and Recreation Department. The Commission identified goals, objectives and action items for the Department. The top priority goals, selected by the Commission, serve as the basis for the action plan and are identified below:

- Improve access to the department
- Improve/increase staff capacity for both parks and recreation
- Improve marketing and promotion

Specific objectives, action steps, and timelines have been established to support the identified goals and are critical to achieving the department’s mission.

The Parks and Trails Commission is recommending the City Council consider the adoption of the Parks and Recreation Department Strategic Plan.
Acknowledgments

The Strategic Planning team would like to thank the City Council, the Parks and Trails Commission, City staff, and dozens of community groups for helping to make this plan possible. This City of Bemidji Parks and Recreation Department Strategic Plan would not be possible without the leadership of the following groups and individuals. In-depth involvement from user groups across the community was also vital to the creation of this collaboratively-built plan. Their involvement is detailed in the Planning Process section of this document. Strong public/private relationships have been, and will continue to be, critical to the quality of recreation programming across the community.

Bemidji City Council

Rita Albrecht – Mayor
Michael Meehlhause – Ward 1
Roger Hellquist – Ward 2
Ron Johnson – Ward 3
Richard Lehmann – Ward 4
Nancy Erickson – Ward 5
Dave Larson – At Large

Bemidji City Staff

Nate Mathews – City Manager

Parks and Trails Commission

Tina Kaney – Chair
Tom Anderson
Don Heinonen
Annette Meyer
Wendy Kvale
Mary Auger
Tonya Prim
Michael Meehlhause – Council Liaison

Parks and Recreation Department Staff

Marcia Larson – Parks and Recreation Director
Jamie Anderson – Recreation Coordinator
Lolly Randall – Administrative Assistant
Nick Swanson – Park Programming and Special Events Assistant

Planning Consultant

Joe Czapiewski – JFC Strategic Services
**Table of Contents**

Purpose: To develop a strategic plan for the department’s operations and programming, with focus on building a plan for matching programming and services with known demand and available resources. Parks and trails facility development will not generally be a component of this plan (see *Bemidji Parks, Open Space, and Trails System Plan*); this plan will complement the physical system plan by setting strategies for operations and recreation programming that make the best use of the City’s parks and trails.

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[Image of children on stage]
Parks and Recreation Department Background

Overview
Bemidji Parks and Recreation is a department of the City of Bemidji, responsible to the City Council. The department is led by a Department Director, who reports to the City Manager. A Parks and Trails Commission, made up of city residents selected by the Council, provides an advisory role for the department regarding facility development, operations, and policy development.

The department maintains approximately 22 parks and about 250 acres of parkland or open space within the City. The Parks Superintendent is responsible for overseeing general maintenance and operations of the park facilities as well as city forestry functions. Development of the system is guided by a Parks, Open Space and Trail System Plan.

As the Parks, Open Space and Trail System Plan has come to fruition, the department’s recreation programming has expanded along with it. A Recreation Coordinator is responsible for leading a staff team in implementing a far-reaching programming strategy.

History
Bemidji has operated a parks system for over 40 years. Most of that time, department operations were managed by one Parks and Recreation Superintendent under Public Works with minimal, if any staff. Projects were carried out by Public Works staff, part time seasonal staff, or contractors. Almost no recreation programming, outside of athletic fields and club/youth sports like baseball, softball and hockey, was carried out until the system started expanding in the late 2000’s.

Over the past fifteen years, Bemidji has invested heavily into its parks and trails system, thanks largely to a voter-approved sales tax that resulted in nearly $10 million in one-time park and trail improvements starting in 2006. In 2008, the City expanded the Parks Recreation Superintendent role into a separate Parks and Recreation Department with its own Director. This move expanded capacity to steer the improving park and trails system and also to grow programming.

Since the 2001, the City’s system has expanded from 14 parks covering 205 acres, to 22 parks covering 250 acres (2017). There were zero trails in 2001; now more than 10 miles have been completed to date. Even more impressive is the expansion and replacement of amenities, such as new beaches, basketball courts, softball and baseball fields, playgrounds, pickleball courts, a dog park, and community gardens. Several key parks have been completely re-visioned and renovated.

Programming participation has been even more impressive. In 2009, twelve programs were offered with 660 people participating. By 2011, 36 programs saw 1775
participants. Similar growth continues today. In 2017, there were 35 programs with 2587 participants, growth of 31% in just six years. Staff in 2009 included one seasonal recreation specialist and no budget. Today, the full-time recreation coordinator works with one part-time recreation events specialist and four seasonal camp staff plus interns. An additional 50 volunteers help with special events annually.

The Future
Bemidji’s growth as a regional center, including population, economic, and visitor-based growth, has combined with the outstanding system to place strong demands on the department’s recreation programming capacity.

This plan is designed to leverage existing resources and invest new resources where it makes sense from a performance and sustainability perspective. Both the Parks and the Recreation divisions of the department depend on General Fund support for their budget, augmented with facility use fees, program or activity fees, grants, sponsorships, and donations. Where feasible, this plan targets the use of non-General Fund revenues to drive expansion of services and personnel.

City of Bemidji Vision/Mission/Values
The following Vision/Mission/Values for the City of Bemidji serves as the core for all department activities. The department Vision/Mission/Values identified in this plan build upon this direction in a way that is appropriate for the types of facilities and services provided by the department.

The Vision of the City of Bemidji is to become an active, safe and inclusive community.

The Mission of the City of Bemidji is to provide essential services and fun for our regional community.

The Core Values of the City of Bemidji are:
- Communication – be open, consistent, truthful, and respectful in all communications
- Ethics – maintain the highest standards of professional behavior
- Civility – maintain an atmosphere of respect and civility
- Stewardship – responsible and sustainable use of the City’s limited resources
- Creativity and Innovation – keep an open mind to new concepts and solutions
- Leadership – advocate to further the vision of a quality community

Programs are often carried out through partnerships to meet demand, such as this paddle boarding class through the BSU Outdoor Program Center.
Planning Process

The 2018 Strategic Plan was developed as an inclusive process that involved and was informed by other key constituencies and existing information. The plan is designed to be an active document, updated over time as the plan progresses and circumstances change.

Bemidji Parks and Recreation Department staff, led by the Director, was responsible for management of the strategic planning process, in coordination with and in oversight of the Consultant. The Director coordinated planning activities and delivering project outcomes with the Commission, Council, and other city staff as needed for the process.

The Commission had responsibility for the overall plan direction, including participation in the designated Strategic Planning Meetings, selecting recommended goals, strategies and actions included in the plan, and supporting the Council’s decisions upon completion.

The City Council has all final decision-making authority over the direction and content of the plan. Commission and staff provided the Council with timely reports on planning progress, allowing the Council proper oversight and approval of key decisions, goals, strategies, and adoption of the final plan.

Strategic Planning Process and Activities

Survey and Assessment
Consultant conducted an anonymous survey of the Commission, Council and staff to gauge areas of common interest and concern. Department reports and trends were reviewed and summarized.

Planning Meeting #1
Commission reviewed and discussed survey and assessment/scan data, then developed an updated mission/vision/values for the department.

Stakeholder Interviews
Over the course of three weeks, forty-nine representatives of twenty-seven different community organizations that utilize or partner with Bemidji Parks and Recreation were interviewed by the consultant and staff team.

<table>
<thead>
<tr>
<th>Itasca Sports</th>
<th>Bike Bemidji</th>
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<tbody>
<tr>
<td>Beltrami County</td>
<td>Bemidji Mountain Bike Club</td>
</tr>
<tr>
<td>Bemidji Lacrosse</td>
<td>Nice Ride Bemidji</td>
</tr>
<tr>
<td>Sanford Center</td>
<td>BSU Recreation Center</td>
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<tr>
<td>Great River Rescue</td>
<td>Community Education</td>
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<tr>
<td>Bemidji Police Dept</td>
<td>Bemidji Youth League Baseball</td>
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<tr>
<td>Bemidji Fire Dept</td>
<td>Legion Baseball</td>
</tr>
<tr>
<td>City Administration</td>
<td>Bemidji Baseball Foundation</td>
</tr>
</tbody>
</table>

WHAT IS STRATEGIC PLANNING?
Strategic Planning is an organizational process of articulating a commonly desired future and setting realistic goals and strategies to achieve that future.

Common steps include understanding the current situation, creating a vision and mission, establishing broad goals, implementing strategies with available or developable resources, and evaluating the results.
Fast Pitch Softball
Boys and Girls Club of the Bemidji Area
Garden Club
Bemidji Community Theater
Headwaters Science Center
Curling Club
Lake Bemidji State Park
Bemidji Youth Hockey
Bemidji Community Arena
Bemidji Youth Advisory Commission
Bemidji Adult League Softball

An additional twelve organizations that utilize the Lake Bemidji waterfront, parks and trails for community events attended a focus group discussion facilitated by the consultant.

Watermark Art Center
Northwoods Battered Women’s Shelter
Blue Ox Marathon
Mississippi Music
Dragon Boat Festival
Bemidji Jaycees
Headwaters Science Center
Bemidji Chamber of Commerce
Sanford Health Foundation
Alzheimer’s Walk
KC Walleye Classic
Evergreen Shelter

An overview of the results of these discussions can be found in the appendix to this plan.

Planning Meeting #2
The Commission reviewed department performance data and stakeholder interview results, prioritized top issues and opportunities, set goals, and brainstormed implementation strategies.

Action Step Vetting
Consultant facilitated staff meetings that created a structure for the plan’s goals, strategies and action steps and drafted implementable action plan options for Commission review.

Strategic Planning Meeting #3
The Commission finalized their recommended goals and implementation plan (action steps, responsible parties, and timelines).

Finalize and Adopt Strategic Plan
Consultant worked with staff to finalize the action plan and evaluation methodology based on Commission and Council direction. Council adopts final plan with Commission recommendation.
BEMIDJI PARKS AND RECREATION DEPARTMENT
ASSESSMENT DASHBOARD

The following dashboard offers key highlights from the Parks and Trails Commission’s stakeholder interviews. Additional observations and insights were discussed by the Commission and staff as a part of the assessment and goal setting phases of the planning process.

Ways Users Partner with/Utilize the Department
- Recreation programming space
- Programming run by department in other’s indoor or outdoor space
- Cooperative programming/activity management in various spaces
- Community events & fundraisers
- Registration and scheduling
- Long-term leases for activity space

Communication with the Department
- Great, once system is figured out; staff are very responsive
- Protocol is inconsistent, but flexible (appreciated)
- Online registration is great, when it can be found (website design issues)
- Not all park and trail events go through the department, confusing approach
- All partners need earlier coordination, especially for large events
- Online facility reservation system is incomplete

Services and Collaboration Review
- City has quality facilities and maintenance
- Want a more formalized event process, direction
- Want to know more of what city has to offer
- Partners have more programming, but need support
- Partners have more event opportunities to bring to the City
- Partners have facilities that the Dept. could help program

Opportunities to Consider
- Others could provide more services on city facilities, including rentals
- Department could provide more programs in partner facilities of various types
- Multi-agency facility coordination needed (hockey, baseball, softball)
- Department promote recreation events/programs/activities
- Support coordinated online registration, scheduling, and promote recruitment
- Exchange more services with partners outside city
- Modify existing facilities to meet changing needs
BEMIDJI PARKS AND RECREATION – PERFORMANCE DASHBOARD

The following dashboard offers key highlights from a review of department outcomes and performance.

ACTIVITY PARTICIPATION

Trends
2017 – 2552 total participants: 58% at department-led events/6% youth/14% adults/9% preschool/13% day camps

<table>
<thead>
<tr>
<th>Activity</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Participants</td>
<td>267</td>
<td>673</td>
<td>709</td>
<td>711</td>
<td>719</td>
<td>360*</td>
</tr>
<tr>
<td>Day Camp Participants</td>
<td>36</td>
<td>56</td>
<td>240</td>
<td>250</td>
<td>222</td>
<td>344</td>
</tr>
<tr>
<td>Youth Program Participants</td>
<td>306</td>
<td>329</td>
<td>524</td>
<td>640</td>
<td>521</td>
<td>550</td>
</tr>
</tbody>
</table>

*Reflects the loss of the free-to-user Sanford Steps program.

Patterns
Adult Participants – Prior to 2017, stabilized +/-700 for four years.
Day Camps – Over 2014-2016, 11 camps avg 20-22 participants per camp; jumped on total and per-camp basis in 2017.
Youth Programs – Grown to mid-500’s last four years. Bump in 2015 due to Kids Kitchen. Many now full or wait listed
Overall – Participation numbers flat, 2800 +/- 300 since 2012

Survey - Youth Preferences  Department survey of 95 youth/parents shows:
Top activity preferences for high energy activities 84%/nature based activities 73%/arts & crafts 69%/skill building 61%
Top location preferences for City Park 67%/Diamond Point 63%/BSU 59%/Public Works 48%
62% interest in after-school programming, strongest from 3:30 – 5 PM M-Th
63% want ½ day summer camp, morning preference by 53%. 62% would prefer to pick days, 35% want the whole week
Even split on need for transportation to park programming
Typical comments – want Lego Club back and more Middle School programming

FINANCIAL PERFORMANCE

Trends
2017 Registration fees: 62% of fees from Day Camps/23% events/8% youth activities/6% adult activities
16% of youth registration fees covered by scholarships

<table>
<thead>
<tr>
<th>Year</th>
<th>Program Revenue</th>
<th>Expenses Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$57,166</td>
<td>60%</td>
</tr>
<tr>
<td>2013</td>
<td>$44,272</td>
<td>44%</td>
</tr>
<tr>
<td>2014</td>
<td>$53,987</td>
<td>45%</td>
</tr>
<tr>
<td>2015</td>
<td>$60,754</td>
<td>55%</td>
</tr>
<tr>
<td>2016</td>
<td>$45,000</td>
<td>45%</td>
</tr>
<tr>
<td>2017</td>
<td>$67,000</td>
<td>43%</td>
</tr>
</tbody>
</table>

Patterns
Total Program Revenue – Inconsistent, running $45-65,000/year. Projections for 2015 and 2016 had shown $53,000 each, then ended at $60,000 and $45,000.
Expenses covered by revenue – At current levels, expenses appear stable, revenue directly affects budget coverage.
Youth camps appear to have the strongest correlation to revenue collected.
Survey – Youth Preferences
Cost and conflicts with community education are concerns by respondents
It appears that day camp and after-school participants, in particular, expect fees; “how much” is the unknown

**INITIAL OBSERVATIONS**

- Future revenue growth will likely be driven by day camp participation, which has strong demand and revenue affinity. Opportunities in other categories are also possible, such as regular after-school programming.
- Raw numbers of participants are generated by events, followed by programs and then camps.
- Department youth activities, led internally or in partnership with other providers, can be differentiated from competitors by a focus on preferred activities and locations.

*Demand-driven new facilities, such as the skate park, create opportunities to provide programming to residents and visitors who might not otherwise find an option that fits them.*
**Mission, Vision, Values and Priority Goals**

**Vision Statement**
Bemidji sets the standard as an award-winning leader in parks and recreation. Our parks and trails will reflect our natural resources with innovative, high quality and thoughtfully designed facilities and programs that will sustainably improve the health and vitality of the community. Programs will focus on fun, healthy and inclusive activities that are accessible to the entire Bemidji region and beyond, delivered through broad and diverse collaboration.

**Mission Statement**
The mission of the Bemidji Parks and Recreation Department is to improve quality of life by connecting everyone to healthy activities and natural places.

**Values**
- Collaborative
- Creative & Innovative
- Diversity
- Engaged
- Fun
- Inclusive
- Leadership
- Respect
- Stewardship

**Top Priority Goals**
The top priority goals, as selected by the Commission, serve as the basis for the detailed action plan contained in this report. These goals are determined to be most critical to achieving the department’s mission.

Goal: Improve access to the department

Goal: Improve/increase staff capacity for both parks and recreation

Goal: Improve marketing and promotion

**Other Goals**
Other goals were identified by the Commission as important to the success of the department but will be driven as opportunities and resources allow. Note that there is some overlap with top priority goals.

Goal: Maintain and improve facilities

Goal: Identify, improve and enhance partnerships

Goal: Stewardship of our resources

Goal: Improve our facility use process/procedures
Goal 1: Improve access to the department

Objective 1: Find or build a new, visible and accessible “storefront” space for department recreation staff and indoor programming.

Strategy 1A: Clearly define the departments operating facility needs; i.e. square footage, accessibility, amenities, and other features, as well as budgetary impacts.
Resources: Funding for facility study
Timeline: 2019

Strategy 1B: Identify city facilities that may be convertible or expandable for department needs, i.e. Neilson Reise Arena.
Resources: Funding for facility study
Timeline: 2019

Strategy 1C: Explore partnerships with other organizations that may want to collaborate on space
Resources: Funding for facility study
Timeline: 2019

Strategy 1D: Go through an inclusive process with Commission and Council to determine final location and funding mechanism.
Resources: Funding for facility study
Timeline: 2020

Objective 2: Improve access to department staff and facilities through an improved website and social media presence.

Strategy 2A: Work with city website staff and framework to redevelop the department website
Resources: Existing staff and pending process
Timeline: End of 2018

Strategy 2B: Explore and incorporate a park tour app
Resources: GIS/Planning Dept staff resources or Parks Dept Operations budget
Timeline: Summer 2019

Strategy 2C: Improve registration and scheduling software and utilization by external partners
Resources: Savings by switching to updated software
Timeline: Late fall 2018, launch Jan 2019

The department relies on a variety of facilities designed for other functions, including the public works building, for many recreation programs.
Strategy 2D: Streamline and redesign the department’s social media and traditional media presence
Resources: Underway, current marketing intern
Timeline: Spring 2018

Objective 3: Improve locational and directional signage for parks, trails and departmental office facilities

Strategy 3A: Add a department sign at the 5th St. entrance and directional signs along 5th St. Add internal directional signage for the department within the building.
Resources: Minimal cost, existing budget
Timeline: Spring 2018

Strategy 3B: Use designs of new Depot trailhead sign as a brand design for other parks; prioritize information kiosks for each park or trailhead.
Resources: $2,500 per kiosk, from CIP allocation
Timeline: 1st Priority – Lakeshore park system, end of 2020; 2nd Priority – Other parks and trailheads, as feasible or in conjunction with other projects.

Strategy 3C: Collaborate with trail user groups (i.e. Blue Ox Marathon) to create and implement a trail marker plan.
Resources: GreenCorp partnership on trails
Timeline: 2019, completely early 2020

Objective 4: Coordinate and streamline registration, special event permitting and facility reservation into an easily accessible, one stop process.

Strategy 4A: Complete special event ordinance to meet the objective.
Resources: Existing staff time
Timeline: Adopted by mid-2018

Strategy 4B: Complete update of Parks and Trails rules and regulations ordinance.
Resources: Existing staff time
Timeline: Adopted by mid-2018

Resources: Existing or increased staff time, depending on process selected
Timeline: December 2018

Dozens of walking and running events are held in Bemidji every year. Each one currently sets and marks its own route.

Internal events, like camps, as well as external events and programs can benefit from a single, cost effective, centralized reservation and registration system.
Goal 2: Improve/increase staff capacity for both parks and recreation

Objective 1: Identify appropriate staffing needs for recreation programming and facilities maintenance and adjust staffing and workflow to maximize the staff resources and skillsets available.

Strategy 1A: Hire seasonal skilled FT Assistant Camp Director
Resources: Increased camp revenues
Timeline: March 2018

Strategy 1B: Create another FT Recreation Special Event position to facilitate and implement programs set up by the Recreation Coordinator.
Resources: Increased fee generation/revenues plus 2019 budget
Timeline: 2019

Strategy 1C: Conduct a work time study for all Maintenance/Operations Parks and Trails staff; utilize a time management app for each employee to record tasks, location, skill level, and travel time.
Resources: Current budgeted funds
Timeline: Summer 2018

Strategy 1D: Add GreenCorp staff to help facilitate trail and program development projects.
Resources: In-kind costs for GreenCorp program
Timeline: Fall 2018

Objective 2: Find new ways to utilize volunteers and partner programs to leverage department staffing capacity.

Strategy 2A: Leverage existing volunteer organizations, through volunteer.bemidji.org, to coordinate volunteer-friendly one-time activities.
Resources: Existing staffing
Timeline: 2019

Strategy 2B: Establish a policy and protocol for the department's involvement at events on a management, support, or facility level, depending on revenue and staff needs, values, and guidance from the Commission.
Resources: Existing staffing
Timeline: 2019

Planning Definitions
Management Level Involvement: The Department is the lead for organizing and implementing an event or activity.

Support Level Involvement: The Department supports another lead agency with online tools (i.e. registration), day-of-event staff support, and planning participation.

Facility Level Support: The Department supports another lead agency by ensuring access and functional capabilities by that agency for their event.
Strategy 2C: Establish a policy and protocol for the department’s involvement in programming at a management, support, or facility level, based on revenue and staff needs, duplication, and priority audiences. 
Resources: Existing staffing
Timeline: 2019

Objective 3: Utilize technology where possible to reduce human workload and improve customer service.

Strategy 3A: Improve registration and scheduling software and utilization by external partners (Duplicate of Goal 1.2C)
Resources: Savings by switching to updated software
Timeline: Late fall 2018, launch Jan 2019

Strategy 3B: Expand use of Forestry app, including more inventory data and tracking of tree maintenance.
Resources: Existing budget
Timeline: 2019

Strategy 3C: Expand use of work order app and playground inspection app for other fixit tickets.
Resources: Existing budget
Timeline: 2018

Strategy 3D: Identify and implement new tools for the public to notify the department of park or trail issues or ideas.
Resources: Unknown
Timeline 2019

Objective 4: Improve capabilities to recruit and retain seasonal and year-round staff.

Strategy 4A: Improve the department’s online employment application process.
Resources: 2018 budget (admin)
Timeline: Summer 2018

Strategy 4B: Find and use new tools for employee recruitment and position awareness.
Resources: Unknown
Timeline: December 2018

Strategy 4C: Find new ways to engage and retain employees as a team.
Resources: Existing budget
Timeline: Ongoing
Goal 3: Improve marketing and promotion of the Park and Recreation Department

Objective 1: Increase the general promotion of the individual and community benefits of parks and trails.

Strategy 1A: Biweekly/Monthly “interview” on upcoming park and recreation programs and the benefits of participating – to be posted on the city website and social media
Resources: Volunteer/Existing Budget
Timeline: 2018

Strategy 1B: Create a display of Park and Recreation programming/parks and the benefits of parks and recreation.
Resources: Budget
Timeline: Staff dependent – Marketing Intern

Strategy 1C: Attend Community Expo’s and events to promote parks and trails – Blue Ox Marathon, Sport and Travel Show, Camp Expo, Tiny Tots
Resources: Limited Staff Time currently
Timeline: Ongoing

Strategy 1D: Explore “Rec on the Go” van to improve accessibility for apartment and other isolated neighborhoods.
Resources: Staff time for research, unknown for development/purchase
Timeline: 2020

Objective 2: Implement the “Did You Know” outdoor recreation marketing program for Bemidji.

Strategy 2A: Create the “Did You Know” fact database.
Resources: Budgeted – Marketing Intern/PT Staff
Timeline: 2018 – and ongoing

Strategy 2B: Incorporate “Did You Know” Facts in Park and Rec Brochure and fitness flyers.
Resources: Budgeted
Timeline: 2018

Strategy 2C: Weekly “Did You Know” Facts on Social Media
Resources: Budgeted – Staff – Marketing Intern/PT Recreation Staff
Timeline: 2018

Example of a "Did you know" factoid shared on social media.
Objective 3: Provide equipment rental to improve trail and water usage through a public/private partnership.

Strategy 3A: Develop a Request for Proposals for a rental model that meets the City’s needs, with public input. Variables include demand for particular equipment, location preferences, service level and type, facility requirements, and revenue opportunities.
Resources: GreenCorp staff in partnership with local user groups
Timeline: Winter 2018/2019

Strategy 3B: Release RFP and select vendor; negotiate final contract.
Resources: Existing staff resources
Timeline: 2019

Yoga in Diamond Point Park
Sanford Steps Program Participants
Pickleball in Algoma Park
## Implementation Timeline and Dashboard

<table>
<thead>
<tr>
<th>Strategy #</th>
<th>Strategy</th>
<th>Timeline</th>
<th>Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>G2:4C</td>
<td>Find new ways to engage and retain employees as a team</td>
<td>Ongoing</td>
<td>Unknown</td>
</tr>
<tr>
<td>G3:1C</td>
<td>Attend events to promote parks and trails</td>
<td>Ongoing</td>
<td>Limited by staff time</td>
</tr>
<tr>
<td>G2:1A</td>
<td>Hire seasonal skilled FT Assistant</td>
<td>March 1, 2018</td>
<td>Increased camp revenue</td>
</tr>
<tr>
<td>G1:2D</td>
<td>Streamline and redesign the Dept social and traditional media presence</td>
<td>Spring 2018</td>
<td>Current marketing intern</td>
</tr>
<tr>
<td>G1:3A</td>
<td>Add a dept sign at 5th St, internal directional signage within building</td>
<td>Spring 2018</td>
<td>Minimal cost, existing budget</td>
</tr>
<tr>
<td>G2:1C</td>
<td>Conduct a work time study for all M/O staff</td>
<td>Summer 2018</td>
<td>Current budgeted funds</td>
</tr>
<tr>
<td>G1:4A</td>
<td>Complete special event ordinance</td>
<td>Mid-2018</td>
<td>Existing staff time</td>
</tr>
<tr>
<td>G1:4B</td>
<td>Complete update of rules and regulations ordinance</td>
<td>Mid-2018</td>
<td>Existing staff time</td>
</tr>
<tr>
<td>G2:4A</td>
<td>Improve the dept online employment app process</td>
<td>Summer 2018</td>
<td>Unknown</td>
</tr>
<tr>
<td>G2:3C</td>
<td>Expand use of work order app and playground inspection app for fixit</td>
<td>2018</td>
<td>Existing budget</td>
</tr>
<tr>
<td>G3:1A</td>
<td>Regular &quot;interview&quot; on upcoming programs</td>
<td>2018</td>
<td>Existing budget</td>
</tr>
<tr>
<td>G3:1B</td>
<td>Create a display of programming/parks and benefits of recreation</td>
<td>2018</td>
<td>Current Marketing Intern</td>
</tr>
<tr>
<td>G3:2B</td>
<td>Incorporate &quot;Did You Know&quot; facts in traditional media</td>
<td>2018</td>
<td>Existing budget</td>
</tr>
<tr>
<td>G3:2C</td>
<td>Weekly &quot;Did you Know&quot; facts on social media</td>
<td>2018</td>
<td>Marketing Intern</td>
</tr>
<tr>
<td>G3:2A</td>
<td>Create the &quot;Did You Know&quot; fact database</td>
<td>2018/Ongoing</td>
<td>Current marketing intern</td>
</tr>
<tr>
<td>G2:1D</td>
<td>Add GreenCorp staff to help facilitate trail and program development</td>
<td>Fall 2018</td>
<td>In-kind costs</td>
</tr>
<tr>
<td>G1:2A</td>
<td>Redevelop the department website</td>
<td>End of 2018</td>
<td>Existing staff and pending process</td>
</tr>
<tr>
<td>G3:3A</td>
<td>Develop an RFP for equipment rental model that meets City needs</td>
<td>Winter 2018/19</td>
<td>GreenCorp partnership</td>
</tr>
<tr>
<td>G2:4B</td>
<td>Find and use new tools for employee recruitment and awareness</td>
<td>Dec-18</td>
<td>Unknown</td>
</tr>
<tr>
<td>G1:4C</td>
<td>Implement streamlined event permitting process</td>
<td>End of 2018</td>
<td>Existing or increased staff time</td>
</tr>
<tr>
<td>G2:2C/3A</td>
<td>Improve registration/scheduling software use by partners</td>
<td>Launch Jan 2019</td>
<td>Savings</td>
</tr>
<tr>
<td>G1:1A</td>
<td>Clearly define operating facility needs</td>
<td>2019</td>
<td>Funding for facility study</td>
</tr>
<tr>
<td>G1:1B</td>
<td>Identify city facilities that may be convertible or expandable</td>
<td>2019</td>
<td>Funding for facility study</td>
</tr>
<tr>
<td>G1:1C</td>
<td>Explore partnerships with other organizations on facilities</td>
<td>2019</td>
<td>Funding for facility study</td>
</tr>
<tr>
<td>G3:3B</td>
<td>Release RFP and select vendor</td>
<td>2019</td>
<td>Existing budget</td>
</tr>
<tr>
<td>G2:3B</td>
<td>Expand use of Forestry app for inventory and maintenance</td>
<td>2019</td>
<td>Existing budget</td>
</tr>
<tr>
<td>G2:3D</td>
<td>Identify and implement new tools for public issues/idea sharing</td>
<td>2019</td>
<td>Unknown</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------</td>
<td>------</td>
<td>---------</td>
</tr>
<tr>
<td>G2:2A</td>
<td>Leverage existing volunteer orgs to coordinate one-time activities</td>
<td>2019</td>
<td>Existing staffing</td>
</tr>
<tr>
<td>G2:2B</td>
<td>Establish policy for Dept. involvement in events</td>
<td>2019</td>
<td>Existing staffing</td>
</tr>
<tr>
<td>G2:2C</td>
<td>Establish policy for Dept. involvement in programming</td>
<td>2019</td>
<td>Existing staffing</td>
</tr>
<tr>
<td>G1:2B</td>
<td>Explore and incorporate a park tour app</td>
<td>Summer 2019</td>
<td>GIS/Planning Dept staff or Parks staff</td>
</tr>
<tr>
<td>G2:1B</td>
<td>Create another FT Rec Spec Event position from current PT position</td>
<td>2019</td>
<td>Increased fee generation/revenues</td>
</tr>
<tr>
<td>G1:3C</td>
<td>Collaborate with trail user groups on a trail marker plan</td>
<td>Early 2020</td>
<td>GreenCorp partnership</td>
</tr>
<tr>
<td>G3:1D</td>
<td>Explore &quot;Rec on the Go&quot; van</td>
<td>2020</td>
<td>Staff time/unknown implementation</td>
</tr>
<tr>
<td>G1:1D</td>
<td>Inclusive process to determine final location and funding</td>
<td>2020</td>
<td>Funding for facility study</td>
</tr>
<tr>
<td>G1:3B</td>
<td>Use designs of Depot trailhead for other park signs</td>
<td>End of 2020</td>
<td>CIP allocation</td>
</tr>
</tbody>
</table>

**Key**

**Resources**
- Cost savings
- Neutral or budget reallocation
- Potential budget increase

**Implementation**
- Started/On Time
- Started/Behind Schedule
- Not Started/Behind Schedule
Implementation Plan

The Parks and Recreation Department and the Parks and Trails Commission have identified the following strategies to help guide implementation and measure outcomes as implementation unfolds.

Plan Adoption and Rollout Strategies

- Parks and Trails Commission attends City Council meeting to support plan adoption.
- Invite participating stakeholders to a “thank you” event, potentially at the South Shore in late spring or summer.
- Council members, Commission members and staff will use local media outlets (Chat About, Common Ground, Bemidji Pioneer, etc.) to promote and explain the plan.

Plan Implementation Strategies

- Tie plan strategy implementation and action items in the timeline to the monthly Parks and Trails Commission agenda.
- Maintain and update the plan’s implementation timeline worksheet.

Plan Update Strategies

- Compile an update on the plan’s implementation status and report to the Council twice per year.
- Include a plan implementation dashboard in the Annual Report to the public.
Bemidji Parks and Recreation conducted a voluntary survey of staff members, Parks and Trails Commission members, and City Council Members in October 2017. The purpose was to gauge this group’s insight into several key department topics relating to its history and future. All data is included in the report in an aggregate form, so that no individual’s responses can be tied back to that individual.

This is a perception survey of the City’s Parks and Recreation leadership. It is not a comprehensive evaluation of user satisfaction, nor an assessment of department performance metrics. The purpose of this survey is to facilitate an initial discussion among leadership as to mission, values, opportunities, and partnerships. Additional evaluation data will be compiled and shared as the process develops.

Given the limited nature of the survey and the small sample size, the results here do not represent a scientifically significant sample for analytical purposes. It serves as a starting point for discussion only. This report was prepared for and discussed at a planning session held by the Parks and Trails Commission in November, 2017.

Q1. How well does Bemidji Parks and Recreation succeed at achieving its mission? (A higher Rating Average is better)

Mission: to provide facilities, activities, and parklands to enrich the lives of citizens and tourists.

<table>
<thead>
<tr>
<th>Poorly</th>
<th>Below Average</th>
<th>Average</th>
<th>Above Average</th>
<th>Exceptionally Well</th>
<th>Rating Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>1</td>
<td>8</td>
<td>4</td>
<td>4.23</td>
</tr>
</tbody>
</table>

Comments:

- Seems like it is lacking vibrancy in the word to just 'provide'. Something more active, responsive would help the mission. Also, is it all citizens of Bemidji area? Or all citizens? A little more clarity may help here.
- Our recreation program is very successful.

Q2. If you were to change something about the mission, what would it be?

Comments:

- Change "tourists" to "visitors," and wasn't "trails" part of the name?
- I think it is a good statement but would be open to a discussion about it.
- Maybe something about "enhancing the quality of life"
- "...to enrich the lives AND HEALTH of citizens, tourists, AND THE ENVIRONMENT."
- Let's add something about our parks and rec ENHANCING Bemidji’s overall quality of life
- More reduced fee programs
Q3. What are three really "lived" values in this Department? By "lived" we mean the values and beliefs we can observe in the organization, not just talk about.

Comments:
- Stewardship (8)
- Creativity/Innovation (8)
- Civility (3)
- Leadership (3)
- Communication
- Respect and Nature
- Equity – we serve all community members In and out of the city
- Vision
- Health and Wellness
- Teamwork
- Fun
- Community Involvement

Commitment – meets creativity and innovation, we offer a variety of programs and park types that show our commitment to serving our constituents.

Partnerships – we build partnerships that are mutually beneficial to meeting goals of increasing recreation, improving health outcomes, and sharing resources.

Q4: What do you see as our 3 most important internal organizational strengths?

Comments:
- Leadership (3)
- Creativity (2)
- Visionary (2)
- Director
- Ethics
- Stewardship
- Hard working staff
- Innovation and visionary
- Teamwork
- Existing staff – rec coordinator

Creative staff
- Momentum
- Communication
- Creativity and Innovation
- Good parks and recreation to work in Stewardship
- Supportive Council
- Respectful of all viewpoints
- Use of limited resources
- Partnerships that have been developed in the community

Q5: What do you see as our 3 most critical internal organizational weaknesses?

Appendix - Leadership Survey and Stakeholder Interviews
Comments:
Turnover of staff
Leadership
Innovation
Understaffed/work volume is heavy
Adequate space to grow and expand
Communication
Lack of staff
Staffing
Flexibility – we must adapt new recreation programs to existing facilities...
Creativity and Innovation
Civility
City Council and Park Board alignment

Q6: How do you think we are viewed by the following constituents and stakeholders? (A higher Rating Average is better)

<table>
<thead>
<tr>
<th>Answer Options</th>
<th>Strongly Positive</th>
<th>Positive</th>
<th>Neither Positive nor Negative</th>
<th>Negative</th>
<th>Strongly Negative</th>
<th>N/A</th>
<th>Rating Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Program Participants</td>
<td>8</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4.54</td>
</tr>
<tr>
<td>Park Users</td>
<td>2</td>
<td>10</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4.08</td>
</tr>
<tr>
<td>Trail Users</td>
<td>1</td>
<td>9</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3.85</td>
</tr>
<tr>
<td>Adult Program Participants</td>
<td>2</td>
<td>7</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>3.77</td>
</tr>
<tr>
<td>Community Event Organizers</td>
<td>1</td>
<td>7</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>3.67</td>
</tr>
<tr>
<td>Collaborating Agencies/Organizations</td>
<td>0</td>
<td>9</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>3.46</td>
</tr>
<tr>
<td>Athletics Organizations</td>
<td>1</td>
<td>3</td>
<td>7</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>3.33</td>
</tr>
<tr>
<td>Business and Civic Leaders</td>
<td>0</td>
<td>5</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>3.23</td>
</tr>
</tbody>
</table>

Comments:
Overall positively viewed. Only times a negative perception comes to mind is when large-scale events request park spaces that conflict with other users or go against the desired use of that location.

Often leaders from the Bemidji Chamber of Commerce and the Bemidji Hospitality Industry accuse the City that we have too many parks, which is extremely frustrating to hear.

I think the vast majority of constituents and stakeholders see the value in outreach.

Trail users have complained to me about garbage on the trail, and asked to put trash cans on the trail, they would pick up the garbage if there were a trash can. I also don’t think people are aware of the broad program offerings that the city has. Users do, but businesses, and non-users may not. An
annual report might help. I know we do a lot through press release, Facebook, the newsletter, but does the broader public understand how our parks investment is working?

**Q7: What are some of the most important current or potential partnerships that can help the Department succeed?**

**Comments:**
Organizations such as Figure Skating, Hockey, Disc Golf More with County
I think it's important for the department to build as many partnerships as possible within the community.
Partnering with Rotary to fund the Inclusive Playground= huge success. Potential partnerships with BSU Outdoors Program and Sanford Health for programming/equipment/expertise.
#1: BSU (facilities/programs) #2: ISD #31 Community Ed (programs?)
Bemidji State
DNR due to Lakes and river in city, DOT, civic, parent and youth groups, BSU, American Indian population, Arts Commission, Historical Society, Bemidji Area Joint Planning Board
A great potential partnership would be with the Bemidji Area Mountain Bikers which could open up new programming for youth.
Sanford Health - wellness center
Bsu opc
We need to have a strong relationship with our healthcare providers. Medical, dental, physical therapy, chiropractic. We need partnerships with other recreation providers, schools, university, clubs like B&G club, girl/Boy Scouts, faith communities, event organizers like Dragon Boats, marathons, bike races. We need good partnerships with LGUs, townships, the county and state.
Partnerships with helping organizations like garden club, master gardeners, lake associations, BDA, Jaycees.
Business

**Q8: List what you believe are the 2-4 more critical issues or opportunities facing Bemidji Parks and Recreation over the next several years?**

**Comments:**
Don't see any critical ones
Continued growth and development
Being competitive in the areas of providing engaging opportunities for all community members and tourists
Need for more year-round programming and admin staff.
Keeping our park land and facilities looking good
Ensuring park and trail space for the future to ensure every neighborhood has access to park space
Scholarships for low-income families.
City is expanding creating a larger demand
Recruiting and retaining staff
Facilities for rec programs
Maintaining parks buildings and infrastructure, including natural resources, e.g., turf, tree cover, shrubs, plantings
Too many

Appendix - Leadership Survey and Stakeholder Interviews
Maintaining current Parks and Trails
Continue growing our partnerships
Potential for partnerships with local institutions for programming/funding.
Keeping the beaches cleaned and swimmable
Expanding youth and adult activities with adequate supportive funding
Expanded staff for programming.
Aging population
Location of Rec dept.- with indoor facilities, accessible to the public
Staffing
Having adequate staff for maintenance and programming
Too much money
Support of City Council
Getting a consensus on what our goals and expectations on in the next several years
Global climate change and the impact on the urban forest.
Developing more use at North Country Park
Adequate space and visibility for growth. In the parklands protecting the natural beauty and health of the environment
Programming for older youth (middle or high school), perhaps partnering with Bemidji Youth Advisory Commission.
Identifying program needs or determining expansion
Budget
Getting people to recreate outdoors
Continuing developing new bike trails
Balancing adequate ice sheets and arenas with needs of other activities and park expenditures
Establishing and maintaining partnerships
AIS in our lake

Q9: What are the most important future needs and service expectations of Bemidji Parks and Recreation on the part of each of the following constituencies?

Comments by Constituency:

<table>
<thead>
<tr>
<th>Park and Trail Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>probably just general maintenance</td>
</tr>
<tr>
<td>Development of parks and trails, maintenance of parks, cost containment</td>
</tr>
<tr>
<td>Routine maintenance and upkeep</td>
</tr>
<tr>
<td>To continue to be well-maintained, signed, and inter-connected.</td>
</tr>
<tr>
<td>The public expects more trails and hence the County needs to get involved with trails. The north loop of lake Bemidji is not safe for bikers. County punted to Marcia/City re trails for the Gene Dillon school</td>
</tr>
<tr>
<td>Maintaining, improving and connecting the parks and trails, including all walking and bike friendly trails</td>
</tr>
<tr>
<td>Good citizenship in trail use and maintenance.</td>
</tr>
<tr>
<td>Maintenance</td>
</tr>
<tr>
<td>local trail connections/access</td>
</tr>
<tr>
<td>Always more and better marked trails</td>
</tr>
</tbody>
</table>
Parks that are safe, fun, and beautiful. Continue to build out trails, keep them maintained, both long term and short term needs like garbage and plant growth, recreation programs that are affordable and work with their schedule.

No new needs

<table>
<thead>
<tr>
<th>The Community</th>
</tr>
</thead>
<tbody>
<tr>
<td>probably just general maintenance</td>
</tr>
<tr>
<td>Continued progress with Parks and program development.</td>
</tr>
<tr>
<td>To get the community involved and engaged in what we are doing.</td>
</tr>
<tr>
<td>To continue to offer a diverse range of programs across the age spectrum.</td>
</tr>
<tr>
<td>The Chamber/business community needs to support parkland and programs</td>
</tr>
<tr>
<td>Maintaining accessibility to safe parklands and activities that meet the community needs</td>
</tr>
<tr>
<td>Continued engagement and interest. Ownership in success.</td>
</tr>
<tr>
<td>expanding opportunities</td>
</tr>
<tr>
<td>after school and expanded programming</td>
</tr>
<tr>
<td>To increase community involvement</td>
</tr>
<tr>
<td>Have beautiful and safe parks. Something to be proud of as users or just knowing they are there in our community.</td>
</tr>
<tr>
<td>Reduce cost</td>
</tr>
</tbody>
</table>
Appendix – Leadership Survey and Stakeholder Interviews

<table>
<thead>
<tr>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>probably just general maintenance</td>
</tr>
<tr>
<td>Support of City Council, financial support</td>
</tr>
<tr>
<td>Finding consistent, caring staff</td>
</tr>
<tr>
<td>Well-trained and motivated staff for both parks &amp; programming.</td>
</tr>
<tr>
<td>We need additional recreation support staff</td>
</tr>
<tr>
<td>Having an adequate workforce to meet the needs</td>
</tr>
<tr>
<td>Quality programming, park upkeep, diverse offerings.</td>
</tr>
<tr>
<td>Ability to work as a team</td>
</tr>
<tr>
<td>additional resources for staffing</td>
</tr>
<tr>
<td>To be able to maintain and recruit new staff</td>
</tr>
<tr>
<td>Council support for their work. Resources and equipment to get their work done.</td>
</tr>
<tr>
<td>Keep up with maintenance</td>
</tr>
</tbody>
</table>

**Q10: What is your relation to the Parks and Recreation Department**

Department Staff: 2
Parks and Trails Advisory Commission Members: 6
Bemidji City Council Member: 3
Other (Please Specify): 1
Over the course of three weeks, forty-nine representatives of twenty-seven different community organizations that utilize or partner with Bemidji Parks and Recreation were interviewed:

- Itasca Sports
- Beltrami County
- Bemidji Lacrosse
- Sanford Center
- Great River Rescue
- Bemidji Police Dept
- Bemidji Fire Dept
- City Administration
- Bike Bemidji
- Bemidji Mountain Bike Club
- Nice Ride Bemidji
- BSU Recreation Center
- Community Education
- Bemidji Youth League Baseball
- Legion Baseball
- Bemidji Baseball Foundation
- Fast Pitch Softball
- Boys and Girls Club of the Bemidji Area
- Garden Club
- Bemidji Community Theater
- Headwaters Science Center
- Curling Club
- Lake Bemidji State Park
- Bemidji Youth Hockey
- Bemidji Community Arena
- Bemidji Youth Advisory Commission
- Bemidji Adult League Softball

The following record summarizes the highlights from 30 to 60 minute interviews with each partner. All interviews were conducted by an independent consultant, with one or more Parks and Recreation Department staff participating.

What do organizations use the parks and trails for?

- Itasca Sports provided bike rental program at Country Inn & Suites, plus human powered watercraft. Helped with watercraft for South Shore Park grand opening.
- Beltrami County – none at this time.
- LaCrosse – Last 2 years used the outdoor rinks during the summer, twice per week.
- Sanford Center – help the program with Sanford Steps, Passport fitness, daddy/daughter dances. Facilitate community events such as Loop the Lake, Blue Ox Marathon. Share some equipment.
- Great River Rescue – Two events, Rotary Pavilion and trails.
- Police and Fire – Departments have some internal events in the parks. Departments support each other well. Neither has to respond to many events.
- Bike groups hold a number of events, bike rental programs, educational programming. Would like more off-road cycling facilities in town.
- BSU/OPC rentals right in the park, premier waterfront teaching space. BSU departments and clubs use DP park for events, picnics, field classes. Dragon boats stored there, challenging situation, having space at Cameron would help.
- Community Ed – Nothing, tough to get access to facilities for their needs. MAP is coming back in collaboration with THRIVE at Boys & Girls Club. Would love indoor space in the winter, families, daycare, and pre-K.
- Baseball – Three different groups use a variety of fields (BSU, MS, BYLB fields, N Country Park). Facilities need improvements at N County. Use Diamond Point for league picnics.
• Fast Pitch Softball (youth) – Limited on access to school fields, would like to use city fields more, have better amenities, concessions, need some modification.
• B&GCBA – MAP time program; they partner to provide access for their population/clientele to give them access to community service. They use Diamond Point mostly, sometimes skate park. They need a lifeguard to use the beach.
• Garden club – Primarily library grounds upkeep. Coordinate with City, who covers direct costs. Programs have worked great, not interested or have capacity to do more.
• Community Theater – Theater camp partnership! Dept does logistics, theater does operations, in Bangsberg. Partnership w/Kids in Motion makes a cost effective full day for kids/families.
• Science Center – ½ day camp, HSC does staffing, dept does location and advertising. Collaborate on New Years Eve in downtown and parks. Center is alternate site for Kids in Motion for weather. Supported World Wide Day of Play, Trollstice.
• Curling – Facility is working just fine.
• LBSP – Collaborative effort, give Dept a facility/naturalist/interns. LBSP will come in for World Wide Day of Play. Partner for Loop the Lake, Marathon, etc.
• Youth Hockey – BYH uses City Rink extensively, mostly Mite program, weekend tourneys. 2 Hockey ready outdoor rinks are packed. Summer hockey clinics, year-round programs, adult hockey clubs. 10u/12u groups rent ice all summer long independently. Can’t get consistent times at City Rink, full all summer, even out of town groups.
• BYAC – Youth use a lot of trails in the summer. BYAC uses parks for events, looking to return to skate park this J7 year.
• League Softball uses the fields 3 nights per week, 2-4 games per field per night. Church league is separate. Noted some issues with orientation and maintenance of the fields, location of concession and bathroom facilities is a little too far away.

Communication with the Department
• Mostly with Marcia
• Marcia in a mutual support role between agencies (Beltrami County)
• Lolly and Marcia, outstanding communication.
• Connect Marcia to appropriate Sanford Center staff. Working to improve communication.
• GRR starts at the City website; Michelle sometimes handles trail issues. Had an issue with an event last year, deposit was missed, ended up without a facility until last minute squeezed in.
• Police and Fire – Communication is good. Parks Dept doesn’t always know when something bad happens (rare). Departments need more planning notice, will put police reserves on for a site presence depending on size of the event.
• Bike groups have the phone numbers of staff they need. Email also works. Lots of personal communication.
• BSU – in person on projects, depends on the season. Looking forward to more cross-promotion on website; registrations for joint events have been working smoothly.
• Community Ed – Not much communication with current staff outside of MAP.
• Baseball – Use the website. BYLB doesn’t do much with City currently.
• Fast Pitch Softball – Marcia’s awesome, email. The department is great, the association has fallen down a bit.
• B&GCBA – Mostly Jamie, email is great.
• Garden Club chair works directly with Marcia, both phone and email.
• Theater – Ernie and Jamie phone often, regular meetings.
• HSC – Phone or email with Jamie, good communications.
• Curling – club doesn’t always communicate well, Dept needs to know when large events are going on.
• LBSP – mostly email, some phone, both Jamie and Marcia
• Youth Hockey – Program scheduler handles it all, as smooth as it can be right now. BYH uses the website, works well. Sanford Center schedule is harder to work with, not published online. When BSU gets kicked out of Sanford Center for events, they are pushed to City rink.
• BYAC – setup went smoothly, storage is working ok.
• League Softball noted communication has been an issue in setting up the season, need more meetings early on. Communication with maintenance staff has been fantastic, wish there was more support later on during bad weather days.

Services and Collaboration
• High Quality trails. Access to the lake is improving. Bike repair stations are awesome.
• County helps city with forest management, city helps county with intense park design/management. Refer users to each other when appropriate, cross promotion. City ski trails are quality, county’s are quantity. Wish there were more opportunities for trail connections.
• Facility use and communication is most important service. Would like more grass in the summer rinks for Lacrosse, Nymore is better. Higher chain link fences on the end would help. Could use more access to the bathrooms and lights later in the season.
• City helps Sanford Center with grounds/ exterior management, finding landscape/ snow vendors. Programming helps bring people in the building. SC charges hard costs (mostly labor), no rent for their use. Need to explore partnership more.
• Great River Rescue would like a straightforward, simple way to reserve facilities and communicate. Small events are just as important as larger events.
• There are a lot of facilities, neighborhood parks, access to the lake. Many are more of a regional draw than a local draw because of location. Maintenance is important. Public safety education programs like Home Alone, risk reduction programs are a big part of what they do. Need more planning sooner for large events.
• Youth services seem to be the biggest draw for city leadership. Need to keep up maintenance, concerned about the need for program/ office space.
• Bike groups – facilities are well designed, always in great shape. Health education events and programming are great, parks are a part of community health. WWDP, Couch to 5k, bike programs, native plantings are all important. Could use a place to snowshoe in town.
• Instruction and high service rentals are important to BSU. Dept needs to keep doing what they’re doing for kids to experience adventure. Quality of P&R is higher than other programs.
• Community Ed doesn’t know what the dept has. They’ve only seen the brochure, day camps. Dept feels the same way about Comm Ed. Want to build a relationship. Both are programs for the non-school activities, inexpensive sports.
• Youth baseball sees a need for some improvement to amenities at the North County Park field. Neighborhood park ballfield use is good for local youth activities.
• Fastpitch softball is looking for fields that fit their needs, and maintenance. They think they could run concessions. Chase being available on short notice has been great, bathrooms are great!

Appendix – Leadership Survey and Stakeholder Interviews
• B&GC, having well kept up systems, especially Diamond Point Park, is important. Looking to change access and policy for use of their gym to make it easier/cheaper to rent is a goal, although their programmed use is a conflict.
• Garden Club appreciates the department paying for hard costs! Work together well. City doing what they said they would.
• Community Theater appreciates help with registration, publicity/advertising, sign-in, it works very well. Website sometimes is tough to find the sign-up for clients. Some parents think of parks and rec as inexpensive babysitting, not what it is.
• BCT likes being involved in day camps, glad to see the dept involved in lots of outreach events. Established events grow over time.
• As long as the ice plant keeps working at the curling club, it’s ok! The club needs to recruit more.
• LBSP appreciates the collaboration, mutual support. They need help getting directed to the right city resources.
• Hockey ice time is packed. Could be more opportunities to improve coordination, who does what. Dept staff at Neilson is great. Figure skating is smaller organization, but a great opportunity.
• Softball fields for league play are kept up fairly well, need some rejuvenation. Field rental is expensive for them given falling participation, are offered one free tourney a year by the dept. They lose money on tournaments.

Opportunities
• Itasca Sports says there is demand for boats and bikes, if they could find an appropriate place, ideally be the waterfront or LBSP.
• County and city see continued opportunities for complementary services. Currently there are no opportunities for trail connections.
• LaCrosse has equipment for other youth programming, such as snowshoeing, cross country running (Montebello Trail?), water equipment, but don’t have locations or ability to pay rent. Other tribal youth organizations were identified that may also provide programming partnerships.
• Sanford Center wants to partner with Parks and Rec to better promote/grow events. Also, package the “fun” stuff for conferences.
• Great River Rescue is open to ways to make events better. They have 12 acres of land with walking trails available for events.
• Public Safety thinks a stronger policy on planning and holding large events should help. Big events need notice months ahead. Timeliness of notification is an issue. Moving people has sometimes been a larger issue than the event. Keep improving communication. A non-licensed park security staff may have big value, efficient.
• Administration sees the department in an educational role, the public will have to say which programs are needed (demand). Keep looking for strong youth partners.
• Bike groups noted a lack of places to mountain bike, fat bike or snowshoe in the winter. See opportunity to teach more kids if they had bikes available (mass rental location?), partner with ISD31, B&GC, other youth organizations. Collaborate with the City on Movil Maze would be appealing to kids. Sees the need to be flexible, City can facilitate a lot of other groups maximizing facility use.
• BSU sees opportunity for cross marketing, both for facilities and programs that the other offers (marketing committee already underway). Dept would love more BSU classes and skills for possible student interns that are relevant to parks and rec. BSU wants to see group fitness grow,
Dept can help drive people to classes at BSU. Use Park and Rec to teach lifeguarding. Dept website and registration is easier. Summer is underutilized. Pickleball! The OPC trains their rental equipment users at peak times, as opposed to mass all-day rentals.

- Community Ed needs to know more of what services are available, and more copies of brochures when available. They would like a conversation focusing on collaboration, not competition, as they cross-refer for services/facilities regularly. Sees a need for more school age care in the summertime. Comm Ed has the kids, every Friday is a field trip to a beach, a park, etc., go to Itasca regularly. Their staff attend, just need a facilitator/activity leader.
- Baseball sees the potential for the Legion team to have a home at North County Park, with some basic infrastructure improvements (dugouts, scoreboards, fence slats, lines/maintenance, etc.). They are also willing to possibly do neighborhood clinics at NC Park, with the right support from the City. They want an improved feeder program, need help with recruitment if they can do the work.
- Fastpitch softball - City fields are better than at the HS, amenities much better. Could see summer tournaments there with some age-appropriate modification of the fields.
- B&GCBA sees an opportunity for cross promotion/marketing. Transportation is hard for them, but they have a van if they have the staff (use BSU work study). They have underutilized space at certain times. See a need for more resources for the severely underprivileged. Adult enrichment is a possibility. Could use help with certain programming, such as babysitting. Would like a more traditional playground at NC Park.
- Garden Club notes that it is time to replace some of the shrubs at the library, revitalization of the beds. Might be a model for the Ridgeway neighborhoods to protect NC Park.
- Community Theater wants a downtown classroom building, which the Dept may want to use when BCT isn’t. May be a chance to expand the camps into other classes or opportunities. Also sees art and culture programming possibilities with the Watermark gallery and sculpture walk, history walk, community dance, etc.
- Science Center dreams of a yurt or other semi-outdoor winter space, as they need an outdoor component. Potential to work with the Dept on watershed education for middle school students – their numbers are good, partner with the B&GC. See a lot of programming and exhibits around water in the future. They can do summer camp programming.
- Curling is ingrained in the community, but membership is waning. Would like to cross promote more, provide joint programming. Bemidji Youth Curling is separate from the club, programming goes through Community Ed. Babe city rollers use facility in the summer, but there is now equipment for summer non-ice curing (they don’t have it yet).
- LBSP sees benefits to more cross-promotion. They will get more interpretation and programming with a new naturalist. Depending on expertise and site/location, programming could come from either agency into the other’s facilities.
- Youth Hockey recommends looking at covered outdoor rinks in Cloquet and range cities. Improve scheduling at Sanford Center. A coordinated scheduler or software could improve both convenience and efficiency across varied ice facilities/ownerships. Figure skating has a lot of potential, get kids into a non-ice curing program.
- BYAC sees potential in intramural sports/competitions. Music events for <18-year-olds. BYAC can help with event advertising to H.S. age youth if given enough time to prepare.
- Softball league concessions haven’t worked due to a number of potential issues; this supports league play in a number of other cities. Need help with cross promotion to attract new members, want a lower fee to entice more teams.
Appendix – Leadership Survey and Stakeholder Interviews

Large Waterfront Event Organizational Focus Group
12/21/2017
Greater Bemidji Conference Room

Attendees - 17 people representing:
Watermark Art Center
Northwoods Battered Women’s Shelter
Blue Ox Marathon
Mississippi Music
Dragon Boat Festival
Bemidji Jaycees
Headwaters Science Center
Bemidji Chamber of Commerce
Sanford Health Foundation
Alzheimer’s Walk
KC Walleye Classic
Evergreen Shelter
How do you define success for your event?
- Many ways, depending on the event. Accountability
- Draws people/families into downtown on a Wednesday
- Fundraiser, number of people
- Number of artists, people, socializing
- Funds raised, a fun event even in bad weather
- All about partnership with Dragon Boats
- Break even financially, it’s a regional event to draw people in to town
- Fill hotels
- Connect people, raise awareness
- Raise funds, focus on safety
- Raise funds, visibility for the organization

The visibility of the waterfront location is great. Split event is working well for the Water Carnival.

What are some of the things that have worked well in your partnership with the Parks Department, or which services are the most important to you?
- Everyone: Keep cleaning up after the geese!
- Want a weekend contact for emergencies. Need help knowing how to use stuff. Dealing with storms.
- Use of Chamber bathrooms. Had an issue with something getting scheduled over them.
- Liked online and phone communications, and that chairs and tables were dropped off. Trails were in good shape, clean.
- Great relationship with the Department. Change to picking up barricades is hard.
- Greg has worked well with us.
- Citizens Patrol loss is important, especially for being able to get people and vendors in and out of the park safely. Police Reserves were mentioned as an alternative.

What are some of the things that the Department could improve that would help your event success?
- Improved electrical service on Library Park for food court. Sometimes lose lights and power, currently at cap for food and beverage for some events.
- Some discussion about surprise there isn’t a fee, or thankful there isn’t a fee; one event noted they pay a reasonable fee for their large electrical use.
- Location is more important than the actual use going on at the waterfront.
- Water connections would be helpful.
- Permanent markings for a 5K or other routes on the trails from the Waterfront or Sanford Center would be helpful.
- Discussion about a possible event size requirement for additional Porta-Johns.

What would it mean for you if there was a one- or two-day setup/tear down restriction for maintenance?
- The Jaycee tent is a major feature for a long duration in the park. This is a big part of the concern for maintenance or events squeezing around it, and is recognized for that when organizations try to cooperate on multiple events (Water Carnival, Fishing Has No Boundaries)
- The Dragon Boat/Taco Feed partnership works to improve both events, ends up with a long-term setup.
- How much flexibility can be provided for weather? Need flexibility for wind and rain forecasts to set up large tents and trailers.
- Groups need to know and communicate with other groups to plan and make concessions with each other and Parks Grounds staff. Might help to make contact information for reservations more readily available.
- Questions about priority uses of the park, is it just first come/first served (Not necessarily)? Multiple considerations were discussed, no consensus on how to prioritize.

If there was a user fee to cover costs for events, how might it be fairly structured? What about support for the Parks scholarship program?
- A lot of the events are fundraisers, makes it hard if they have to raise more/reduce profits to pay fees.
- A couple organizations already support Dept Day Camp scholarships/Park Partners in lieu of fees.
- Damage should definitely be payable.
- Cost varies by the size of the event. These events bring people and money to town, not having fees helps ensure lots of events and access to parks.
- Charge for out of town organizations, not in town groups. Still, it was noted that those events bring more outside money in.
- If a fee, consider how long the event is there, size, charity status, actual costs, be equitable.
- Park Partners for general manpower to help reduce costs.

The City is also looking at streamlining its event application process to more consistently serve events and user groups. How would that impact your event?
- Having the reservation/event calendar online would help.
- A combination of other departments in on planning early is important, no surprises either way.
- Alcohol permit works well, could be streamlined, consistent.
- A couple of alcohol-related events have to private pay for evening police presence. Is it a requirement to have them at a beer tent? No real history of problems.
- Smaller organizations want more guidelines, more calendar clarity/comprehensiveness.
- First right of refusal system?

Anything else?
- Can larger events help promote smaller events? Partnerships build festival events.
- Have an event/organization contact list available.
- Have a calendar/list of regular events, including 5K’s.
CITY OF BEMIDJI

ORDINANCE NO. 119, 3rd SERIES

AN ORDINANCE AMENDING THE BEMIDJI CITY CODE,
ADOPTING AN AMENDED 2018 FEE SCHEDULE

THE CITY OF BEMIDJI DOES ORDAIN:

Section 1. Amended Fee Schedule. The collection of fees shall be in accordance with the 2018 Fee Schedule adopted by Ordinance No. 119, 3rd Series, hereby amended to add fees as indicated on Attachment A attached hereto.

Section 2. Publication of Ordinance. This Ordinance shall become effective thirty (30) days after its passage and due publication thereof.

Ayes:
Nays:
Absent:

First Reading: April 16, 2018
Second Reading:
Final Reading:

ATTEST: 

Michelle R. Miller, Deputy City Clerk

APPROVED:

Rita C. Albrecht, Mayor
## ATTACHMENT A
### 2018 FEE SCHEDULE AMENDMENT

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT FEE</th>
<th>PROPOSED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Archery Application – Deer Hunt</td>
<td>$8.00/hunting area</td>
<td>$10.00/hunting area</td>
</tr>
<tr>
<td>DATA REQUEST – Body Worn Camera</td>
<td></td>
<td>$20.00/per request</td>
</tr>
<tr>
<td>Additional Video</td>
<td></td>
<td>$5.00/each</td>
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</table>
CITY OF BEMIDJI
ORDINANCE NO. ___, 3RD SERIES

AN ORDINANCE GRANTING A FRANCHISE TO PAUL BUNYAN COMMUNICATIONS IN THE CITY OF BEMIDJI; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR CERTAIN SERVICE REGULATIONS; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN

The City of Bemidji ordains:

Section 1.
Statement of Intent and Purpose

The City intends, by the adoption of this Franchise, to renew a franchise ordinance previously issued by the City. Continued service over an Open Video System can contribute significantly to the communication needs and desires of residents of the City. Further, the City may achieve better utilization and improvement of public services with the development.

Section 2.
Definition of Terms

1. Terms. For purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.

a. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

b. “Service” means: the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (iii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

c. “System” or “Open Video System” means a facility consisting of a set of transmission paths and associated signal generation, reception and control equipment that is designed to provide Service to multiple Subscribers, and is certified by the FCC as an open video system compliant with Subpart S of Part 76 of its rules (47 C.F.R. § 76.1500- 76.1514).

d. “Channel” means a single full motion video channel.
e. “City” means the City of Bemidji, Minnesota.

f. “Competition” means the existence of two (2) or more entities offering Service to substantially the same potential customers in the City pursuant to franchises.

g. “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

h. “Drop” means the cable that connects the network interface device (NID) on the Subscriber’s residence or business to the nearest serving pedestal.

i. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

j. “Franchise” means this ordinance and the contractual relationship established hereby.

k. “Franchise Fee” means the fee or assessment imposed by the City on a Grantee solely because of its status as a franchisee. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability; (ii) capital costs which are required by this Franchise related to the provision of public, educational, or governmental access facilities; (iii) requirements or charges incidental to awarding or enforcing this Franchise, including payments for bonds, security funds or letters of credit, insurance, indemnification, penalties or liquidated damages, or other regulatory costs specifically required herein in addition to the Franchise Fee; (iv) any fee imposed under Title 17 of the United States Code.

l. “Grantee” is Paul Bunyan Communications, its agents and employees, lawful successors, transferees or assignees.

m. “Gross Receipts” means all revenues received by the Grantee or its Affiliates from operation of the System to provide Service in the City; provided, however, that such term shall not include: 1) revenues or other receipts derived by Grantee or its affiliates from the common carrier or private carrier transport of telecommunications, data, information or video services between or among points other than those directly required for the provision of the Service over the System; 2) revenues or other receipts derived directly or indirectly by Grantee or its affiliates from the purchase of over-the-top video services by customers (including existing and former Subscribers) directly from unaffiliated television networks and other unaffiliated video content providers; 3) any taxes, fees or assessments of
general applicability collected by the Grantee from Subscribers for pass-through to a government agency; 4) credits, refunds or deposits paid to Subscribers; 5) any PEG Fees collected from Subscribers; and 6) bad debt.

n. “Installation” means the connection from feeder cable to the point of connection with the Subscriber’s internal wiring or Converter.

o. “Lockout Device” means an optional mechanical or electrical accessory which inhibits the viewing of a certain program, certain channel, or certain channels.

p. “Normal Business Hours” means those hours during which most similar businesses in the community are open to serve customers. Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

q. “Normal Operating Conditions” means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of Grantee’s facilities.

r. “PEG Access” means public, educational, governmental and other public interest programming channels, equipment, facilities, funding, or operations as the context may require.

s. “Person” is any person, firm, partnership, association, corporation, company, or other legal entity.

t. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in the City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

u. “Right-of-Way Ordinance” means the ordinance adopted by the City creating requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

v. “Standard Installation” means any residential installation which can be completed using a Drop of 200 feet or less.
w. “Subscriber” means any Person who lawfully receives Service from Grantee.

x. “Video Programming” means programming generally comparable to that provided by a television broadcast station and consisting of transmission of video and audio signals.

**Section 3.**

**Grant of Franchise**

1. **Findings of Council.** In the review of the franchise renewal request by the Grantee and negotiations related thereto, and as a result of a public hearing, the Grantee’s technical, financial, legal qualifications and ability were considered and approved in accordance with state and federal law. In addition, the Grantee’s plans for operating a System and providing Service were considered and found adequate and feasible. The Franchise granted herein is intended to comply in all respect with applicable Minnesota Statutes, federal laws and regulations.

2. **Grant of Franchise.**

   a. This Franchise is granted pursuant to the terms and conditions contained herein. The Grantee shall have the continued right and privilege pursuant to this Franchise to provide Service and construct, reconstruct, operate and maintain a System in the Rights-of-Way in the City.

   b. Use of the Rights-of-Way to operate a System and provide Service shall not be inconsistent with the terms and conditions by which such Rights-of-Way were created or dedicated and is subject to all legal requirements related to the use of such Rights-of-Way, including the terms and conditions of the Right-of-Way Ordinance.

   c. This Franchise shall be nonexclusive. Additional cable franchises may be granted by the City provided, however, that any franchise granted to any other provider shall not afford an unfair or discriminatory advantage to such other provider except to the extent such advantage is required by applicable law.

3. **Lease or Assignment Prohibited.** Except in accordance with 47 U.S.C. § 532 and 47 U.S.C. § 573, no Person may lease Grantee’s System for the purpose of providing Service within the City, including but not limited to for purposes of commercial leased access, until and unless such Person shall have first obtained and shall currently hold a valid Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 10.5.
4. **Franchise Term.** This Franchise shall be in effect from the date of acceptance by Grantee until December 31, 2023 provided, however, that this Franchise shall be automatically extended for an additional five (5) years to December 31, 2028 upon the mutual consent of the Grantee and the City in the event the City has not issued any notice of Franchise violation prior to December 31, 2023. Notwithstanding, this Franchise shall be subject to periodic evaluation as provided in Section 8.5 herein.

5. **Compliance with Applicable Laws, Resolutions and Ordinances.** The Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, local ordinance-making authority, and eminent domain rights of the City. This Franchise shall comply with the franchise standards contained in Minnesota Statutes, Chapter 238.

6. **Franchise Area/Service Area.**
   
   a. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time. The Grantee shall offer Service to all dwellings, homes and businesses within the City existing as of the Effective Date of this Franchise. In the event of annexation by City or as development occurs, any new development within the City shall become part of the territory for which this Franchise is granted and for which Service is authorized.

   b. In the event of annexation or new development within the City, the Grantee must, within a reasonable time not exceeding one (1) year after a request for Service, extend its System and offer Service, provided, however, that the Grantee will only be required to extend its System in an area with a density of less than ten (10) potential customers per 1,320 cable-bearing strand feet of trunk or distribution cable if those Persons requesting Service will bear a portion of the construction cost. The Grantee will contribute an amount equal to the documented construction cost per mile, multiplied by a fraction whose numerator equals the actual number of potential customers per 1,320 feet measured from the closest point on the System, and whose denominator equals ten (10). The Persons requesting Service shall bear the remainder of the cost on a pro-rata basis. The Grantee may require the payment of these costs to be made in advance.

   c. Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.

7. **Written Notice.** All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any
officer of Grantee or the City Manager or ninety-six (96) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to Grantor:  City of Bemidji  
Attention:  City Manager  
317 Fourth Street NW  
Bemidji, MN  56601-3116  

With copies to:  City of Bemidji  
Attention:  City Attorney  
317 Fourth Street NW  
Bemidji, MN  56601-311  

If to Grantee:  Paul Bunyan Communications  
Attn:  Video Service Coordinator  
1831 Anne St. NW  
Suite 100  
Bemidji, MN 56601  

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 4.

Construction Standards

1. Right of Way Ordinance. Grantee’s System will be constructed in accordance with applicable state and local construction, zoning, and safety requirements including specifically a Right-of-Way Ordinance, and will be operated in compliance with such requirements. The terms of such applicable requirements including a Right-of-Way Ordinance will supercede any conflicting or inconsistent terms and conditions herein.

Section 5.

System Design

1. Channel Capacity.
   a. Grantee shall continue to provide for the term of this Franchise a System that is capable of delivering a minimum of two hundred and fifty (250) digital video channels, and actually delivers a minimum of 100 video channels.
   b. All programming decisions remain the discretion of Grantee, subject to its
responsibilities under federal law as an Open Video System operator. The broad categories of Video Programming to be made available are set forth in Exhibit A, attached hereto and incorporated herein by reference. The Grantee shall notify the City and Subscribers in writing thirty (30) days prior to any channel deletions in a manner consistent with federal law. Any change in the location of the PEG access channels shall require the written consent of City, which may not be unreasonably withheld. Grantee shall conduct programming surveys from time to time to obtain input on its Video Programming decisions from Subscribers.

2. **Emergency Override/EAS Requirements.** The Grantee will implement emergency alert override capability consistent with all applicable federal and state regulations. The Grantee shall immediately, upon request, make its System and Service capabilities available to the City in the event of a local emergency. At minimum, the Grantee shall ensure that all channels are capable of carrying a brief System-specific message upon demand, consistent with federal law.

**Section 6.**

**Customer Service**

1. **Enforcement of Customer Service and Technical Standards.** In the event the City determines that Competition has ceased, the City may initiate enforcement of this Section 6 by Resolution of the City Council. The Resolution shall indicate the basis for the City’s determination. A copy of such Resolution shall be mailed to Grantee. The City shall ensure that Grantee is provided thirty (30) days notice, either from a Subscriber or City, to address complaints prior to City taking any enforcement action.

2. **Provision of Services.** The Grantee shall render good quality Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice to the City and Subscribers and shall occur during periods of minimum use of Service.

3. **Technical Standards.** The technical standards used in the provision of Service shall comply, at minimum, with the applicable technical standards promulgated by the FCC (for example, 47 C.F.R. 76.601 to 76.617 to the extent they are applicable to the facilities and technologies employed by the System), as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4. **Performance Review and System Testing.** In the event City finds that there are signal or performance difficulties which may constitute violations of applicable FCC technical standards, Grantee shall be notified and afforded ten (10) days to correct the problems or complaints. If the performance difficulty is not resolved after the cure period has elapsed in City’s sole determination, City may require
Grantee to demonstrate compliance via testing or other means selected by the Grantee.

5. **FCC Reports.** Grantee shall file with City any required FCC technical reports which demonstrate signal quality. Further, Grantee shall summarize the results of any such testing provided to the City.

6. **Regulation of Service Rates.**
   
a. The City may regulate rates for the provision of Service to the extent allowed under federal and state law(s).

b. A list of Grantee’s current residential Subscriber rates and charges for its basic service tier shall be maintained on file with the City and shall be available for public inspection. Grantee shall give the City and Subscribers written notice of any change in a rate or charge in accordance with any applicable FCC requirements, unless such change arises from changes in regulatory fees, franchise fees, access costs or franchise imposed costs.

7. **Sales Procedures.** Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. Grantee shall have the right to market consistent with local ordinances and other applicable laws and regulations.

8. **Telephone Inquiries and Complaints.**
   
a. **Availability.** Grantee will maintain local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries. Grantee will ensure that: (1) an adequate number of trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours, and; (2) after Normal Business Hours, the access line will be answered by a trained company representative or a service or an automated response system such as an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

b. **Telephone Answer Time and Busy Signals.** Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.
9. **Installation, Outage and Service Calls.** Under Normal Operating Conditions which will exclude the initial deployment period, each of the following standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis: 

1. Excluding conditions beyond the control of Grantee which prevent performance, Grantee will begin working on service interruptions promptly, and in no event later than twenty-four (24) hours after the interruption becomes known, and Grantee must begin actions to correct other service problems the next business day after notification of the service problem and resolve such problems as soon as is reasonably possible; 

2. The “appointment window” alternatives for Installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the convenience of the customer; 

3. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment; 

4. If a representative of Grantee is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time during Normal Business Hours which is convenient for the customer.

10. **Complaint and Other Service Records.** Subject to Grantee’s obligation to maintain the privacy of certain information, Grantee shall prepare and maintain written records of all complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution on a quarterly basis and in a form mutually agreeable to City and Grantee. Grantee may be required to provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards herein upon written demand by the City.

11. **Subscriber Contracts.** Grantee shall provide to City upon request any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall provide a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

12. **Billing and Subscriber Communications.** Grantee must give Subscribers thirty (30) days advance written notice with copy to City before any changes in rates or channel positions. Bills must be clear, concise, and understandable, with itemization including but not limited to, basic and premium charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within thirty (30) days.

13. **Refunds and Credits.** If Service is interrupted or discontinued for 24 or more consecutive hours and Grantee has notice of such interruption, Subscribers shall
be credited at the Subscriber’s request pro rata for such interruption beginning with the date of notice of interruption. Credits for will be issued no later than the Subscriber’s next billing cycle following the determination that a credit is warranted. In the event a Subscriber establishes or terminates Service and receives less than a full month’s Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the return of the equipment supplied by the Grantee if Service is terminated. Grantee shall not be held responsible for interruptions in programming caused by content providers.

14. **Late Fees.** Grantee may assess and collect late fees in accordance with state law, as may be amended from time to time.

15. **Local Office.** Grantee shall maintain a local office in the City that is staffed during normal business hours and open a minimum of forty (40) hours per week in order to receive subscriber inquiries, bill payments, and equipment returns or transfers.

16. **Additional Customer Service Requirements.** The City expressly reserves authority to adopt additional or modified customer service requirements to address subscriber concerns or complaints in accordance with federal law.

17. **Violations.** In the event enforcement of any provision in this Section is initiated by Council Resolution, any subsequent violation of such provision shall be a violation of this Franchise.

18. **Periodic Evaluation.**

   a. The City may require evaluation sessions during the term of this Franchise not more than annually, upon thirty (30) days written notice to Grantee.

   b. All evaluation sessions shall be open to the public. Grantee shall notify its Subscribers of any evaluation sessions by announcement of at least sixty (60) seconds in duration on at least one (1) Basic Service channel between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

   c. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City and Grantee deem relevant.

   d. As a result of a periodic review or evaluation session, the City may request Grantee to amend the Franchise to provide additional services or facilities
as are mutually agreed upon and which are both economically and technically feasible taking into consideration the remaining life of the Franchise.

19. **Letter of Credit.**

a. In the event the City initiates enforcement of any provision of Section 6 above and determines that additional security is necessary or desirable to secure compliance with this Franchise, or the City shall determine that Competition has ceased, Grantee shall, upon written notice from the City, deliver to the City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to the City, in the amount of $10,000.

b. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, in payment for any monies owed by Grantee pursuant to its obligations under this Franchise.

c. In addition to recovery of any monies owed by Grantee to the City, the City, in its sole discretion, may charge to and collect from the Letter of Credit liquidated damages in an amount of up to $100.00 per violation of any provision of this Franchise or applicable federal, state, or local law or regulation as provided below. Such liquidated damages may be assessed per day for each day, or part thereof, such violation continues.

d. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation. Grantee shall have thirty (30) days from receipt of such notice in which to cure such violation, in which event no liquidated damages may be assessed. At any time after the cure period, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in City’s sole determination, the City may draw from the Letter of Credit all assessments or monies due the City from the date of the notice. The City may grant additional time beyond the initial cure period in the event the City determines such additional time is necessary to cure the alleged violation.

a. Grantee may notify the City in writing during the cure period that there is a dispute as to whether a violation or failure has in fact occurred. Grantee shall specify with particularity the matters disputed and the basis for dispute. All liquidated damages assessments shall continue to accrue.

b. The City shall hear Grantee’s dispute at the next regularly scheduled meeting or within sixty (60) days of receipt of said notice of dispute, whichever is shorter. In the event City determines that a violation has taken place, such determination shall be deemed final, subject to Grantee’s right to appeal such final determination to a court or forum of competent jurisdiction. In the event City determines that no violation has taken place,
the City shall rescind the notice of violation.

c. The Letter of Credit shall not expire prior to the expiration of the term of this Franchise. If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit for the full amount stated in Paragraph a of this Section as a substitution of the previous Letter of Credit. If any Letter of Credit is not so replaced, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise.

d. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default. The collection by the City of any monies or penalties from the Letter of Credit shall not be deemed an exclusive remedy and shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, by the City pursuant to the Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise

Section 7.

Institutional Services Provisions


a. PEG Responsibility. The Grantee shall operate, administer, and manage PEG Access in accordance with this Section. The City and Grantee may agree that the City or its designee shall, after a date certain, assume responsibility for providing PEG Access. Any such agreement shall be reduced to writing.

b. Competition. The City and Grantee acknowledges that Competition exists in the City as of the date of issuance of this Franchise. Grantee will comply with its obligations in relation to such competing provider to the extent required by law.

c. PEG Programming. Until such time as City assumes responsibility for PEG programming, if ever, Grantee shall provide live coverage originating from City Hall on one of the dedicated PEG channels of regular City Council, County Board meetings and such other governmental meetings as the City may direct. Grantee shall record and replay on one of the
dedicated PEG channels such meetings as directed by the City.

d. **PEG Channels.** Grantee shall dedicate four (4) channels for PEG Access use. Nothing herein shall diminish the City’s rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. Grantee may not move or renumber the PEG Access channels without the written approval of the City.

e. **PEG Availability.** Grantee shall provide to each of its Subscribers who receive all, or part of, the total Services offered over its System, reception on the PEG Access channels free of charge. The specially designated access channels may be used by the public, local educational authorities and local government on a first-come, first-served, nondiscriminatory basis. During those hours that the specially designated access channels are not being used by the public, educational authorities or local government, the Grantee may lease time to commercial or noncommercial users on a first-come, first-served, nondiscriminatory basis if the demand for that time arises. Grantee may also use the specially designated access channels for local origination during those hours when the channel is not in use by the public, local educational authorities, local government, or commercial or noncommercial users who have leased time.

f. **Charges for Use.** Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to the City and the public.

g. **Access Equipment and Facilities.** In the event the City assumes responsibility for PEG Access under paragraph 7.1.a above:

1. The City may require the Grantee to pay up to $1.25 per Subscriber, per month, as a grant for the community’s telecommunications-related capital needs. Such charge may be itemized as a “PEG Fee” and passed-through on Subscriber’s bills.

2. The City may adopt or modify the “PEG Fee,” up to the amount provided in paragraph 7.1.g.1 above, by adopting a Resolution identifying the amount thereof. The City shall provide notice of any modification to Grantee on or before November 1st. Any change in the “PEG Fee” shall be effective on January 1st of the following year. An equivalent fee shall be required of all other franchised video service providers.

3. The City, or its designee, may implement rules for use of any access channel(s).
2. **Service to Public Buildings.** Grantee shall provide, free of charge, a Drop, outlet and monthly Service to City Hall, Bemidji Public Library, the Law Enforcement Center, and all requesting schools. Any public institution may add outlets at its own expense. However, no redistribution of the free Service provided pursuant to this Section shall be allowed without the Grantee’s prior written consent.

3. **Activated Two-Way Capacity.** Grantee shall provide two-way activated capacity allowing live or recorded cable-cast of programming from City Hall and, should the City assume responsibility for PEG Access programming, one (1) other site in the City selected by the City to the extent network capacity (fiber) is present at the node site nearest such building.

### Section 8.

**Operation and Administration Provisions**

1. **Administration of Franchise.** The City shall have authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The City Manager or his designee shall have continuing regulatory jurisdiction and supervision over the Services described herein and the Grantee’s operation under this Franchise.

2. **Franchise Fee.**
   
   a. During the term of the Franchise, Grantee shall pay to the City a Franchise Fee in an annual amount equal to five percent (5%) of its Gross Receipts.

   b. Any payments due under this provision shall be payable quarterly. The payment shall be made within sixty (60) days of the end of each of Grantee’s current fiscal quarters together with a report in form reasonably acceptable to City and Grantee and which shows the basis for the computation.

   c. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

3. **Access to Records.** The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to this Franchise or operations, including specifically Grantee’s revenue records, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall be required to provide copies of such requested documents to the City unless such documents are confidential and are available for City inspection at a location in the City.

4. **Reports to be Filed with the City.** Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Receipts certified by an officer.
of the Grantee. Grantee shall prepare and furnish to the City such other reports with respect to the operations, affairs, transactions or property, as they relate to this Franchise or Services as City may request. The form of such reports shall be mutually agreed upon by City and Grantee. To the extent permitted by law, the City shall treat the Gross Receipts reports as confidential trade secrets and shall not make sure reports publically available or available to other Video Service providers.

Section 9.

General Financial and Insurance Provisions

1. Performance Bond.
   
a. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish a performance bond to the City, in the amount of $25,000 in a form and with such sureties as are reasonably acceptable.

b. The security must be conditioned upon the faithful performance of the Grantee according to the terms of the Franchise and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys’ fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City which arise by reason of the construction, operation, or maintenance of its system in the City.

c. The rights reserved by the City with respect to the bond shall not be deemed an exclusive remedy and are in addition to all other rights the City may have under the Franchise or any other law. No action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

d. The Grantee shall be given thirty (30) days notice of any franchise violation, or other claim, liability or obligation giving rise to City’s right to make a claim under the bond. In the event the violation, claim, liability, or obligation is not cured, corrected or satisfied within this thirty (30) day cure period, in City’s determination, the City may make a claim pursuant to the bond. The City may grant additional time beyond the initial cure period before making a claim under the bond in the event Grantee requests additional time and the City determines that the Grantee has made a good
faith effort towards cure and such additional time is necessary to completely cure the alleged violation.

e. In the event this Franchise is revoked or the rights hereunder relinquished or abandoned by Grantee, the City shall be entitled to collect the full amount of the performance bond as liquidated damages.

2. **Indemnification of the City.**

   a. The City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of Grantee’s System.

   b. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise, administration, or enforcement of the Franchise. Grantee’s obligations herein shall not include any alleged or actual liability which is based solely on City’s operation of PEG access facilities or equipment or the programming provided via such PEG facilities or equipment, nor liability based on the negligence or gross negligence of the City, its officers, boards, committees, commissions, elected officials, employees or agents. Nothing herein shall be construed as a waiver by City of its defenses and limitations available to it under law, including the Minnesota Municipal Tort Liability Act, Minnesota Statutes Section 466.01 et. seq.

   c. Nothing in this Franchise relieves a Person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee’s facilities while performing work connected with grading, regrading, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

   d. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:

      1. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right.

      2. Afford Grantee the opportunity to participate in the defense of such claim, including any compromise, settlement or other resolution or disposition of any claim or proceeding; and

      3. Fully cooperate with reasonable requests of Grantee, at Grantee’s expense, in relation to its participation in the defense of such claim,
including compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph d.2 above.

3. **Insurance.**

   a. Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of this Franchise.

   b. The policies of insurance shall be in the sum of not less than One Million Dollars ($1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars ($2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars ($500,000.00) for property damage to any one person and Two Million Dollars ($2,000,000.00) for property damage resulting from any one act or occurrence.

   c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

**Section 10.**

**Sale, Abandonment, Transfer and Revocation of Franchise**

1. **City’s Right to Revoke.** In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required herein, it is determined that:

   a. Grantee has violated any material provision of this Franchise and failed to timely cure; or

   b. Grantee has attempted to evade any of the material provisions of the Franchise; or

   c. Grantee has practiced fraud or deceit upon the City or Subscriber.

The City may revoke this Franchise without the hearing required herein if Grantee files for bankruptcy.
2. **Procedures for Revocation.**

   a. The City shall provide Grantee with written notice of intent to revoke the Franchise which shall identify the basis of the revocation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to cure the violation or to provide adequate assurance of performance in compliance with the Franchise.

   b. City shall schedule a public hearing affording Grantee due process prior to revocation. The public hearing shall be scheduled after the end of the cure period and within ninety (90) days of the date of the notice of revocation. Notice of the hearing shall be provided to Grantee.

   c. The City shall provide Grantee with written notice of its final decision together with written findings of fact supplementing said decision. Only after Grantee receives written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision.

   d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

3. **Abandonment of Service.** Grantee may not discontinue providing video programming services without having first given three (3) months written notice to the City.

4. **Removal After Abandonment, Termination or Forfeiture.**

   a. In the event of termination or forfeiture of the Franchise or abandonment of Grantee’s system, the City shall have the right to require Grantee to remove all or any portion of its system from all Rights-of-Way and public property within the City; provided, however, that the Grantee shall not be required to remove its system if it continues to be authorized to provide telecommunications service pursuant to state or federal law over such system.

   b. If Grantee has failed to commence removal of its system, or such part thereof as was designated by the City, within one hundred twenty (120) days after written notice of the City demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to Grantee’s system to be in the City with all rights of ownership including, but not limited to, the right to operate the system or transfer the system to another for operation by it pursuant to the provisions of 47 U.S.C. § 547.
5. **Sale or Transfer of Franchise.**

a. No sale, transfer, or corporate change of or in Grantee or its system, including, but not limited to, the sale of a majority of the entity’s assets, a merger including the consolidation of a subsidiary and parent entity, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

b. Any sale, transfer, exchange or assignment of stock or other equity interest in Grantee so as to create a new controlling interest shall be subject to the requirements of this Section 10.5. The term “controlling interest” as used herein means actual working control in whatever manner exercised.

c. The City shall have such time as is permitted by applicable federal law in which to review a transfer request, but in no event less than one hundred twenty (120) days.

d. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City’s review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee.

e. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to Subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder, and assuming all other rights and obligations of the transferor to the City.

f. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to Subparagraph (a) or (b) of this Section, the City shall have the right to purchase Grantee’s System provided, however, that City shall not enjoy such right if Grantee is providing telecommunications over such System pursuant to state or federal law. In the event Grantee has received a bona fide offer for purchase of its System, the City shall have the right to purchase for the price which the proposed assignee or transferee agreed to pay. In any other event, the City shall have the right to purchase the System for an equitable price upon such commercially reasonable terms as may be agreed to by the City and Grantee.

**Section 11.**

**Protection of Individual Rights**

1. **Discriminatory Practices Prohibited.** Grantee shall not deny service, deny access,
or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.

2. **Subscriber Privacy.**

   a. Grantee shall comply with the subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber’s failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

   b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber’s failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

   c. Written permission from the Subscriber shall not be required for the conducting of System-wide or individually addressed electronic sweeps for the purpose of verifying network integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in Subparagraph (b) of this Section.

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**Section 12.**

**Miscellaneous Provisions**

1. **Franchise Renewal.** Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. **Work Performed by Others.** All obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other Person performing work obtain any rights to provide Service. Grantee shall provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs services pursuant to this Franchise involving the Right-of-Way, public property or new construction or system upgrade.

3. **Amendment of Franchise Ordinance.** Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 8.5 or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws, provided, however, nothing herein shall restrict the City’s exercise of its police powers.

4. **Preemption.** If any section, sentence, paragraph, term, or provision hereof is preempted or superceded by the FCC or any other agency with jurisdiction over the subject matter of this Franchise, then to the extent such agency’s action shall preempt and supercede the City’s jurisdiction, such section, sentence, paragraph, term, or provision shall be unenforceable.

5. **Severability.** If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction over the subject matter of this Franchise, then such provision shall be invalid and unenforceable.

6. **Compliance with Federal, State and Local Laws.** Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

7. **Force Majeure.** In the event Grantee’s performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented due to a cause beyond its control, such failure to perform shall be excused for the period of such inability to perform.

8. **Nonenforcement by City.** Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

9. **Rights Cumulative.** All rights and remedies given to the City by this Franchise or retained by the City shall be in addition to and not exclusive of any and all other rights and remedies, existing or implied, now or hereafter available to the City, at
law or in equity.

10. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise.

Section 13.

Publication: Effective Date; Acceptance and Exhibits

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of this Section 13.2.

2. Acceptance.
   a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided.
   b. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights previously granted to Grantee shall be null and void.
   c. Grantee shall accept this Franchise in the following manner:
      i. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.
      ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.
Passed and adopted this _____ day of ____________, 2018.

CITY OF BEMIDJI

By: ______________________________
    Rita Albrecht, Mayor

ATTEST:

By: ______________________________
    Kay M. Murphy, City Clerk

ACCEPTED: This Franchise is accepted and the undersigned agrees to be bound by its terms and conditions.

Dated: ___________________________, 2018.

PAUL BUNYAN COMMUNICATIONS

By: ______________________________
    ______________________________

Its: ______________________________

Summary published in the Bemidji Pioneer this _____ day of ____________, 2018.
Exhibit A
Programming Categories

Local Off-air affiliated stations
National News
Sports
Shopping
Entertainment
Learning
Children’s Programming
Movie channels
COUNCIL AGENDA ITEM

Meeting Date: April 16, 2018

Action Requested: Authorization to Publish a Summary of an Ordinance

Prepared By: Michelle R. Miller, Deputy City Clerk

Reviewed By: Nate Mathews, City Manager

I am respectfully requesting to publish the following summary of an ordinance as allowed by City Charter Section 3.09:

LEGAL ADVERTISEMENT

ORDINANCE NO. 147, 3rd SERIES: “An Ordinance Granting a Franchise to Paul Bunyan Communications in the City of Bemidji; Setting Forth Conditions Accompanying the Grant of the Franchise; Providing for Certain Service Regulations; and Prescribing Penalties for the Violation of the Provisions Herein.” This Ordinance was approved by the City Council on Monday, April 16, 2018. This Ordinance shall become effective 30 days after publication. A complete copy of the Ordinance is available by contacting the City Clerk, 317 4th Street NW, Bemidji, MN 56601 (218-759-3570) or may be viewed on-line at www.ci.bemidji.mn.us.

Recommendation:
Authorize publication of Ordinance summary.