

BEMIDJI CITY COUNCIL AGENDA

Monday, August 5, 2019

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



ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

AMENDMENTS TO AGENDA

MINUTES

- 1) Council Meeting: July 15, 2019

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 \$971,464.93
- 3) Claims Submitted by VenuWorks for the Sanford Center in the amount of \$110,594.10
- 4) General Business License Approvals for 2019
- 5) Approve Temporary Liquor Permit Requests
- 6) Approve Special Event Permit for Church of St. Philips (Street Closure-Block Party)
- 7) Approve Special Event Permit for BSU Homecoming Parade (Street Closure)
- 8) Approve Special Event Permit for Evergreen Suicide Run/Walk/Skate (Street Closure)
- 9) Approve Special Event Permit for Headwaters Shrine Parade (Street Closure)
- 10) Approve Special Event Permit for Bemidji Brewing (Amplified Sound)
- 11) Resolution Approving Temporary Off-Premises Alcohol Permit for Bemidji Brewing
- 12) Resolution Authorizing Execution of Grant Contract (Auto Theft Prevention)
- 13) Declare 1992 Ladder Truck Surplus and Disposal
- 14) Approve City Social Media Policy
- 15) Approve Quote for New Air Handler HVAC to Naylor Heating (\$69,963.00)
- 16) Creative Minnesota Economic Impact Study
- 17) Resolution Ordering the Securing of a Vacant Building Located at 812 Irvine Ave NW
- 18) Travel Authorization – MRCTI Annual Meeting – September 17-19 - Albrecht

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.**

REPORTS

- 2018 Audit Presentation – Miller, McDonald

OLD BUSINESS

- 19) Consider Carnegie Lease Agreements (Jaycees & Great Northern Counseling)

CITY COUNCIL PROCEEDINGS

BEMIDJI, MINNESOTA

Regular Meeting – July 15, 2019

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, July 15, 2019 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, Beard, Johnson, Rivera, Erickson, Thompson.

Staff Present: City Manager Nate Mathews, City Attorney Alan Felix, Public Works Director/City Engineer Craig Gray, Parks & Recreation Director Marcia Larson, Community Development Director Steven Jones, Assistant City Engineer Sam Anderson, City Clerk Michelle Miller

SWEARING IN CEREMONY

Chief Mastin introduced Officer Chad Museus and City Clerk Miller conducted the oath of office.

AMENDMENTS TO AGENDA

Mayor Albrecht called for any amendments to the agenda. **Motion by Thompson, seconded by Meehlhause to approve the agenda as presented. Motion carried by unanimous vote.**

MINUTES

The following minutes were presented for approval:

Work Session:	June 24, 2019
Council Meeting:	July 1, 2019

Motion by Meehlhause, seconded by Thompson, to approve the minutes as presented. Motion carried by unanimous vote.

CONSENT AGENDA

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

1. Claims Submitted by Finance Officer in the amount of \$2,761,272.94
2. Claims Submitted by VenuWorks for the Sanford Center in the amount of \$52,274.54
3. Approve Special Event Permit for Dragon Boat 5k – August 3, 2019
4. Approve Special Event Permit for ACS 5k – August 17, 2019
5. Reappointments to Charter Commission (Meuers and Jorstad)
6. **RESOLUTION NO. 6235:** Repair or Remove Structure Located at 508 Mississippi Ave NW
7. Waive Various City Permit Fees for Habitat for Humanity – 708 19th Street NW (\$1,459)

Motion carried by unanimous vote.

CITIZENS NOT ON AGENDA

Kori Nelson, Support Within Reach, spoke about a new training called Safe Bars, which is a free training to teach bartending and wait staff how to identify, intervene and respond to sexual

assault or harassment occurring in alcohol establishments. Nelson stated that to date she has gotten very little commitment from businesses and is asking for the council’s help in encouraging business owners to participate in this training.

OLD BUSINESS

Consider Award of Quotes for Construction of Gordon Falls Park Improvements

Larson stated that based on a parks tour by the Parks & Recreation Commission, Gordon Falls Park was identified as a high need for improvements. Based on neighborhood input, the 2011 Master Parks and Open Spaces Plan and Commission discussion, a concept plan was developed for Gordon Falls. The City Council, at its March 25, 2019 meeting, approved the concept and improvements at an estimated cost of \$217,257. The final design includes a new playground, sidewalks/ADA access, landscaping, basketball court improvements, benches, picnic tables, bike racks and open spaces. Quotes were solicited for Grade, Concrete and Bituminous work. The following quotes were received:

Reierson Construction – Grading/Removals:	\$44,364.20
Bemidji Bituminous – Bituminous/Basketball Court:	\$12,600.00
Frenzel Construction – Concrete:	<u>\$26,350.00</u>
TOTAL:	\$83,314.20

The overall budget for the Gordon Falls Improvement Project is \$217,257 and will be funded by the CIP and parkland dedication fees. Work on the park is expected to begin this fall.

Motion by Erickson, seconded by Rivera awarding the quotes for construction of Gordon Falls Park Improvements to Reierson Construction for grading/removals in the amount of \$44,364.20; to Bemidji Bituminous for bituminous-basketball court in the amount of \$12,600.00 and to Frenzel Construction for concrete work in the amount of \$26,350.00 for a grand total of \$83,314.20. Motion carried by unanimous voice vote.

Consider Award of Bids/Quotes for Sanford Center Capital Purchases

Mathews stated that Sanford Center staff have been obtaining quotes for the capital purchases since the December 13, 2018 work session whereby council approved up to \$804,000 on capital improvements. Proposals from vendors and additional information for various building components are listed as follows:

<u>Description/Company</u>	<u>Received Bids</u>	<u>Recommended Bid</u>
<u>Software/Hardware – Electrical/AV/Sound/Technology Systems</u>		
Daktronics	\$271,565.00	\$271,565.00

This system operates the scoreboard, video control and production rooms. All of these require technology and software past their useful and technology supported life. These were part of the bid package when the building was constructed. They are proprietary in nature to the original successful bidder, Daktronics. These systems need software upgrades in order to have a currently supported version as well as related hardware. Based on discussions with our local auditors as well as the state auditor’s office, this is considered a software upgrade, not replacement, therefore bids are not required.

Metal Detectors – Operating Equipment

Garret Co	\$12,194.73	\$ 12,194.73
Event Metal Detectors	\$12,285.00	

Protective Technologies \$12,707.49

Outdoor Wedding Chairs – Furniture/Tables/Chairs

Folding Chairs 4 Less \$3,356.66 \$ 3,356.66
 Best Chiavari Chairs \$3,356.66
 Church Chair for Less \$3,356.66

Painting – Interior Finishes

Boreal Brushworks \$28,245.00 \$ 28,245.00
 Spangler Painting \$36,103.62
 N&B Painting \$63,724.75

Radios – Operations Equipment

Stones Radio \$53,145.46 \$ 53,145.46
 Bearcom Always On \$50,923.00
 Rogers Two Way \$60,131.72

Low bid is not recommended due to Stones Radio closer proximity to the Sanford Center (Grand Forks, ND) versus Bearcom (St Paul, MN) for future service and support needs. In addition, Bearcom shipping costs were not yet determined.

Slim Jim Trash Can Covers – Catering/Kitchen Equipment

Amazon \$1,250.00 \$ 1,250.00
 Webstaurant Store \$1,604.00

Table Covers – Catering/Kitchen Equipment

YourChairCovers.com \$1,247.32 \$ 1,247.32
 Webstaurant Store \$7,307.72

Riding Scrubber – Operations Equipment

Tennant Co \$25,518.40 \$ 25,518.40

This is the state contract price, no bids necessary when using this option. Not all equipment can be purchased from state contract.

Yellow Kickplate/Ice Dam – Dasherboards and Plexiglas

Athletica \$3,501.30 \$ 3,501.30
 Becker Arena Products \$3,545.00

Utensils – Catering/Kitchen Equipment

US Foods \$27,196.81 \$ 27,196.81
 Culinex \$29,847.77

Landscaping – Masonry, Repair/Landscaping

T&K Outdoors \$65,000.00 \$ 65,000.00
 Pequot Sand and Gravel \$71,500.00

Total \$492,220.68

If approved, this will leave a remaining balance of \$311,779.32. Additional capital needs will be brought forward in the future. Council discussed the following:

- Erickson expressed concern that there is not enough money being set aside for capital improvements for future years.
- Rivera questioned the landscaping repair. Anderson stated that a majority of the work includes irrigation. Additionally, for security reasons, they will be adding sod in front of the building and eliminating rocks. Rivera expressed concern that new landscaping should conform with the City’s Birds, Bees and Butterflies initiative.

Motion by Meehlhause, seconded by Thompson awarding the bids and quotes for the Sanford Center capital purchases as set forth above in the total amount of \$492,220.68. Motion carried by the following vote: Yeas: Meehlhause, Beard, Johnson, Erickson, Thompson, Albrecht. Nays: Rivera

Consider Award of Bid for South Shore Parking Lot – City Project 19-05

Anderson stated that as a part of the Lake Bemidji South Shore Development PUD, a parcel was defined to be developed for future drop-off/parking for the South Shore Park. On April 15, 2019 council approved the initial design for the parking lot/drop-off layout and the final design is now complete. Bids were opened on July 9, 2019 with the following bid received:

Reierson Construction, Inc.	\$159,108.00
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The low bid of \$159,108.00 will result in a total project cost of approximately \$205,000 which will be funded from the city’s construction reserve funds. The receipt of only one bid is not alarming due to the timing and busy construction season.

Motion by Erickson, seconded by Johnson awarding the bid to Reierson Construction in the amount of \$159,108.00 for the South Shore Parking Lot – City Project 19-05. Motion carried by unanimous voice vote.

UPCOMING COUNCIL MEETINGS

- | | | |
|---------------------|-----------|---|
| • Monday, July 29 | 5:30 p.m. | Work Session – JPB and PFC |
| • Monday, August 5 | 6:00 p.m. | Council Meeting (Chat-a-bout: Meehlhause) |
| • Monday, August 12 | 5:30 p.m. | Work Session – MnDOT (197) |

COUNCIL/STAFF REPORT

- Council members provided updates on current events and meetings.

ADJOURN

There being no further business, motion by Meehlhause, seconded by Rivera, to adjourn the meeting. Motion carried. Meeting adjourned at 7:15 p.m.

Respectfully submitted,


Michelle R. Miller
City Clerk

Bill List Summary

August 5th, 2019

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
27744 - 27883	See Attached List	971,464.93
		<u>\$ 971,464.93</u>
	TOTAL	\$ 971,464.93

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 07/31/2019 - 10:32AM
Warrant Request Date: 08/06/2019
DAC Fund:



COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Accurate Fastening Solutions	000027744	228.17
2	Ace On The Lake	000027745	5,471.14
3	Advanced Eng.& Environ.Serv., Inc.	000027746	1,797.75
4	Ameripride	000000000	1,472.36
5	Amity Graphics	000027747	333.72
6	Anoka County Sheriff's Office	000027748	140.00
7	Armory Fund	000027749	1,100.00
8	Arrow Printing	000027750	35.00
9	Artisan Beer Company	000027751	2,262.81
10	Arvig	000027752	36,395.06
11	AT&T Mobility	000027753	82.83
12	Auto Value Bemidji	000027754	602.90
13	Barr Engineering Company	000027755	36,624.29
14	Battery Wholesale Inc-Bemidji	000027756	71.26
15	Baycom, Inc.	000027757	4,072.00
16	Bellboy Corporation	000000000	1,434.98
17	Beltrami County Auditor/Treasurer	000027758	105,419.96
18	Beltrami County Dare Advisory	000027759	573.53
19	Beltrami County Historical Society	000027760	35.00
20	Bemidji Coca-Cola Bottling Co, Inc	000027761	1,057.74
21	Bemidji Paper Sales, Inc.	000000000	3,547.34
22	Bemidji Steel Company	000000000	70.00
23	Bemidji Wildlife Removal Service	000027762	165.00
24	Bernick's	000000000	37,782.65
25	Beverage Wholesalers	000027763	2,243.60
26	Big State Industrial Supply Inc.	000027764	309.60
27	Bluefin Payment Systems	000000000	71.85
28	BNSF Railway Company	000027765	4,673.90
29	Bob's Towing	000027766	125.00
30	BOD Construction, Inc	000027767	1,500.00
31	Bonded Lock & Key of Bemidji	000027768	1,650.78
32	Bowman & Sons Inc	000027769	16,365.00
33	Breakthru Beverage Minnesota Wine & Spirits, LLC	000027770	54,342.66
34	Buell Consulting	000027771	500.00
35	Busacker, Michelle	000000000	67.92
36	Campus Recreation	000027772	612.00
37	Case, Brett	000000000	150.00
38	Cass County Sheriff's Office	000027773	375.00
39	Cenex Fleetcard	000027774	15,546.57
40	Certified Laboratories	000027775	416.40
41	City of Bemidji	000000000	9,496.65
42	City of Clearbrook	000000000	823.40
43	City of Minneapolis	000027776	662.40
44	Comm of MMB, Treas. Division	000027777	160.00
45	Cooper, DDS, Veronica	000027778	3,000.00

Page Total: \$353,868.22

Line	Claimant	Voucher No.	Amount
46	Crossroads Auto Glass	000000000	1,500.00
47	Custom Sprinklers, Inc	000027779	500.00
48	D & D Beverage, LLC	000000000	3,888.05
49	D-S Beverages	000027780	56,636.55
50	Dakota Supply Group, Inc.	000000000	795.36
51	Department of Employment/Econ.Dev.	000027781	551.99
52	Diamond Mowers LLC	000027782	565.52
53	Dodge of Burnsville Inc.	000027783	28,515.00
54	Douglas County Sheriff's Office	000027784	45.00
55	DSGW Architects	000027785	1,137.92
56	Fastenal Company	000027786	41.18
57	Fenner, Kevin	000000000	51.91
58	Ferguson Enterprises #3093	000027787	284.97
59	Fire Safety U.S.A. Inc.	000027788	235.00
60	FleetPride, Inc.	000027789	2,116.38
61	Forestedge Winery	000027790	504.00
62	Forum Communications Company	000000000	3,725.95
63	Freeberg & Grund, Inc.	000027791	8,255.00
64	Further - City of Bemidji	000000000	265.50
65	Glatzmaier, Bart	000027792	500.00
66	Graphic FX	000027793	1,086.72
67	Grauman, Jesse	000027794	200.00
68	Gray, Craig	000000000	246.45
69	Guardian Pest Control, Inc	000027795	61.53
70	Hamann, Jean	000027796	200.00
71	Hanson Electric	000027797	1,566.00
72	Hawkins, Inc.	000000000	16,156.21
73	HBI Radio Bemidji	000027798	64.00
74	Headwaters Housing Dev.Corp.	000027799	500.00
75	Headwaters Science Center	000027800	155.00
76	Hildi Inc.	000027801	2,500.00
77	Hubbard County Sheriff	000027802	251.20
78	Ink Spot Press	000027803	49.44
79	Innovative Office Solutions, LLC	000027804	595.27
80	Isaiah's Woodwork	000027805	400.00
81	Jim Hirt Trucking, Inc	000027806	3,794.87
82	JOBSHQ	000027807	459.50
83	Joe's Northwoods Pest Control	000027808	107.50
84	Johnson Bros., Inc.	000027810	79,082.01
85	Johnson Construction Co.	000027811	704.00
86	Johnson, Ron	000000000	261.00
87	Johnson, Valerie	000027809	1,000.00
88	Kraus-Anderson Construction Co.	000027812	10,200.00
89	Lake of the Woods County	000000000	1,906.13
90	Lake Superior Cutting Edge, LLC	000027813	45.00
91	Lakes Concrete Plus Inc.	000027814	78.00
92	Larson Electric Inc	000027815	195.33
93	Lawson Products, Inc.	000027816	397.50
94	Lyon County Sheriff	000027817	70.00
95	Magney Construction, Inc.	000027818	14,704.71
96	Maid In Bemidji, Inc.	000000000	309.00
97	Marco, Inc.	000000000	390.88
98	Martin-McAllister	000027819	550.00
99	Mavo Systems	000027820	9,083.00
100	McKinnon Co., Inc.	000027821	32,608.65
101	McMaster-Carr Supply Co.	000000000	2,056.23
102	Menards-Bemidji	000000000	4,457.45

Page Total: \$296,607.86

Line	Claimant	Voucher No.	Amount
103	Minnesota Pump Works	000027822	2,467.46
104	MJ Skid Steer	000027823	241.97
105	MN Chiefs of Police Assn	000027824	675.00
106	MN Dept of Health	000027825	64.00
107	MN Energy Resources	000000000	163.94
108	MN Pollution Control Agency	000027826	250.00
109	MN Treasury Division., Finance	000027827	780.52
110	MN Valley Testing Lab, Inc.	000000000	460.50
111	MRD Development	000027828	500.00
112	NAPA Auto Parts	000000000	1,917.29
113	NCL of Wisconsin, Inc	000000000	75.91
114	Nei Bottling, Inc.	000027829	400.15
115	New France Wine	000027830	2,064.00
116	Next Innovations, LTD	000027831	965.00
117	North Country Electrical Services, Inc.	000027832	74.25
118	Northern Dental Access	000027833	2,000.00
119	Northern Lakes Vending, Inc.	000027834	684.00
120	Northern Paving Inc.	000027835	18,403.08
121	Northern Technologies, LLC	000000000	1,722.50
122	Northwoods Ice, Inc.	000027836	1,454.00
123	NW Tire, Incorporated	000027837	135.18
124	O'Reilly Auto Parts	000027838	27.35
125	OSI Environmental Inc.	000027839	50.00
126	Otter Tail Power Company	000027840	46,712.71
127	Ovivo USA, LLC	000027841	297.38
128	Pace Analytical Services, LLC	000027842	2,632.00
129	Paul Bunyan Communications	000027843	2,659.75
130	Paul Bunyan Mini Storage	000027844	96.00
131	Paustis & Sons	000027845	13,284.76
132	Per Mar Security Services	000027846	137.58
133	Phillips Wine & Spirits	000027847	47,283.85
134	Port-Able John Rental & Service, Inc.	000000000	1,210.00
135	Portable Welding	000027848	175.00
136	Postmaster	000027849	378.22
137	Property Resources Group	000027850	1,000.00
138	Ranger Chevrolet	000027851	73,628.04
139	RMB Environmental Laboratories, Inc.	000027852	821.00
140	RMC Truck Parts	000027853	84.20
141	Roger's Two Way Radio, Inc.	000027854	500.00
142	Sadeks Repair & Welding, Inc.	000027855	704.34
143	Sanford Center	000027856	321.39
144	Sherwin-Williams Co	000027857	111.73
145	Shull, Marlan	000027858	500.00
146	Skumavc, Kori	000000000	49.79
147	Southern Glazer's of MN	000027859	31,696.64
148	Southside Tow & Rec, Inc	000027860	850.50
149	Sparky's Construction, Inc.	000027861	1,500.00
150	St. Louis County Sheriff's Office	000027862	55.00
151	Strategic Insights, Inc	000027863	725.00
152	Streicher's	000027864	1,382.41
153	Superior Outdoors LLC	000027865	750.00
154	T & K Outdoors, Inc.	000027866	401.12
155	The Nature Connection	000027867	150.00
156	The Party Store	000027868	976.25
157	The Tessman Company	000027869	678.40
158	Thomson Reuters-West	000027870	154.00
159	Tires Plus of Bemidji	000027871	29.38

Page Total: \$267,512.54

Line	Claimant	Voucher No.	Amount
160	Truax Patient Services	000027872	750.00
161	True Brands	000027873	2,442.34
162	Uline	000027874	81.67
163	United Way	000027875	30.00
164	UPS Store	000027876	95.83
165	USA Bluebook	000027877	1,333.00
166	Valvoline Instant Oil Change	000027878	36.78
167	Verizon Wireless	000027879	140.04
168	Viking Industrial Center	000027880	456.97
169	Vinocopia, Inc.	000000000	5,828.45
170	VisitBemidji	000000000	38,879.97
171	Wine Merchants	000027881	269.00
172	WW Thompson Concrete Products	000027882	294.00
173	Zetah Construction, Inc	000027883	2,800.00
174	Ziegler, Inc.	000000000	38.26
Page Total:			\$53,476.31
Grand Total:			\$971,464.93

Sanford Center Unpaid Bills Detail

Type	Invoice Amount
Ace on the Lake	89.76
Vendor Invoice	89.76
Acme Tools	734.07
Vendor Invoice	734.07
Always There Staffing - Bemidji	91.77
Vendor Invoice	91.77
AmeriPride Services	2,474.15
Vendor Invoice	134.04
Vendor Invoice	16.94
Vendor Invoice	101.59
Vendor Invoice	61.90
Vendor Invoice	333.16
Vendor Invoice	142.42
Vendor Invoice	115.18
Vendor Invoice	27.76
Vendor Invoice	134.04
Vendor Invoice	345.18
Vendor Invoice	461.82
Vendor Invoice	430.28
Vendor Invoice	134.04
Vendor Invoice	35.80
Arrow Printing	77.08
Vendor Invoice	38.54
Vendor Invoice	38.54
Athletica Sports Systems	2,117.63
Vendor Invoice	702.28
Vendor Invoice	1,415.35
Battery Wholesale Inc.	150.95
Vendor Invoice	56.71
Vendor Invoice	94.24
Beltrami County Solid Waste	1,621.75
Vendor Invoice	1,621.75
Bemidji Coca-Cola Company	825.94
Vendor Invoice	105.65
Vendor Invoice	273.00
Vendor Invoice	56.40
Vendor Invoice	390.89
Bemidji Welders Supply, Inc.	145.90
Vendor Invoice	145.90
Bonded Lock & Key	47.20
Vendor Invoice	47.20
City of Bemidji	33,674.00
Vendor Invoice	33,674.00
Constellation NewEnergy - Gas Division, LLC	1,396.17
Vendor Invoice	1,396.17
Country Inn & Suites	959.16
Vendor Invoice	959.16
Dennis Noska	200.00
Vendor Invoice	200.00

G&R Controls, Inc.	7,231.00
Vendor Invoice	7,231.00
Hunt Electric Corporation	70.51
Vendor Invoice	70.51
Jackie Meixner	128.00
Vendor Invoice	46.00
Vendor Invoice	82.00
MailFinance	309.96
Vendor Invoice	309.96
Manuel Diaz	452.98
Vendor Invoice	452.98
Minnesota Hoist Inspection, Inc	900.00
Vendor Invoice	900.00
NAPA	44.63
Vendor Invoice	16.86
Vendor Invoice	27.77
NLFX	8,587.75
Vendor Invoice	260.00
Vendor Invoice	215.00
Vendor Invoice	473.75
Vendor Invoice	1,334.00
Vendor Invoice	5,985.00
Vendor Invoice	320.00
Nocturnal Resources	1,340.00
Vendor Invoice	1,340.00
Ottertail Power Company	12,082.46
Vendor Invoice	12,082.46
Paul Bunyan Communications	2,674.02
Vendor Invoice	2,674.02
Sandstrom's	23.20
Vendor Invoice	23.20
Schindler Elevator Corporation	-568.16
Vendor Credit	-568.16
Stittsworth Smokehouse Co	3,529.65
Vendor Invoice	550.00
Vendor Invoice	2,655.30
Vendor Invoice	324.35
Tiffany Vickaryous-Hubbard	169.51
Vendor Invoice	99.71
Vendor Invoice	69.80
VenuWorks, Inc.	12,690.81
July Management Fee	9,500.00
Reimburse credit card charges*	3,190.81

Manual Checks Requests & Debits	16,322.25
NovaTime	169.00
Johnson Brothers Liquor	321.97
City of Bemidji	1,242.43
McKinnon Company	377.00
ASCAP	300.14
Marco Technologies, LLC	441.16
D-S Beverages	502.30
Johnson Brothers Liquor	234.99
Arrow Printing	111.08
US Foods	2,990.57
Minnesota Department of Revenue	6,565.00
Verizon Wireless	66.99
Security Bank USA	60.80
D-S Beverages	52.40
US Foods	2,655.42
Holmes Murphy	231.00
Total	110,594.10

*Credit Card Charges

Event Marketing & Supplies	1.14
Administration	3,131.42
F&B	58.25
Total	3,190.81

Reviewed by Sanford Center Finance Subcommittee via email on 7/31/19

GENERAL BUSINESS LICENSES - 2019

Type of License	Business Name	Business Location	Fee Paid
Restaurant/Food Service			
	FRY BABIE	WITHIN BEMIDJI CITY LIMITS MOBILE VENDOR	\$35.00
Transient/Peddlers/Solicitors			
	AL'S CRAFTS	WITHIN BEMIDJI CITY LIMITS	\$280.00
Tree Service			
	LUMBERJACK TREE SERVICE LLC	WITHIN BEMIDJI CITY LIMITS	\$65.00



Temporary Liquor Permits

DateEntered	BusinessName	Type	FeePaid	Date(s) of Event
7/19/2019	CHURCH OF ST. PHILIP	1-4 Day Temporary On-Sale	\$120.00	August 24, 2019
7/19/2019	BEMIDJI JAYCEES	1 Day Temporary C&D Permit	\$15.00	August 10, 2019



CITY OF BEMIDJI APPLICATION FOR SPECIAL EVENT

NAME OF APPLICANT/ORGANIZATION Church of St. Philip

NAME OF PERSON SUBMITTING REQUEST Maryhelen Chadwick

Phone 218-407-4682 Email mhchadwick@stphilipsbemidji.org

DESCRIPTION OF EVENT End of summer community block party. Event will include kid's games, inflatables, food, beverages, beer tent, music and other activities.

Does this request include sale of alcohol? **Yes** **No**

LOCATION Beltrami Ave NW

BETWEEN 6th Street NW & /TO 8th Street NW

DATE Saturday August 24, 2019 TIME OF EVENT 4 p.m. to 10 p.m.

EVENT SET-UP TIME 8:00 a.m. EVENT TAKE-DOWN TIME 11:45 p.m.

REQUEST FOR NO PARKING SIGNS

Request for No-Parking Signs? Yes X No _____

Start Time of Street Closure: 8:00 a.m.

End Time of Street Closure: 11:45 p.m.

Number of No Parking Signs: 16

REQUEST TO USE CITY PROPERTY

STREET DEPARTMENT EQUIPMENT:

_____ CONES ~ QUANTITY? _____

Yes BARRICADES ~ QUANTITY? 6

PARKS DEPARTMENT EQUIPMENT:

No PICNIC TABLES ~ QUANTITY? _____

No BENCHES ~ QUANTITY? _____

No EVENT BIKE RACKS ~ QUANTITY? _____

Next Item

Special Event Application



Please fill out this application form for special events, festivals, fun runs/races, road closures, parades, and park events. Applications for street closures or events with less than 300 participants must be submitted 30 days prior to event date, for large events involving 300-1000 participants, application must be submitted 120 day prior to the event; and for events with over 1,000 participants applications must be submitted 180 days prior to the event.

Applicant Information

Organization Name (Required): Church of St. Philip

Event Contact (Required): Maryhelen Chadwick
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 407-4682

Email (Required): mhchadwick@stphilipsbemidji.org

Address:
Street: 702 Beltrami Ave. NW
Address Line 2: _____
City, State, Zip: Bemidji ~~AS~~ MN 56601

Event Information

Event Name (Required): End of Summer Block Party
hosted by St. Philip's Church

Event Date: Saturday, Aug. 24, 2019
If the event is multiple days please enter them in the box below.

Event Date(s):

Park/Location Requested:

- | | |
|--|---|
| <input type="checkbox"/> Nymore Park | <input type="checkbox"/> Cameron Park |
| <input type="checkbox"/> City Park | <input type="checkbox"/> Paul Bunyan Park |
| <input type="checkbox"/> Library Park | <input type="checkbox"/> Rotary Pavilion |
| <input type="checkbox"/> Roger Lehmann Park | <input type="checkbox"/> City Paved Trail (lakeshore/east west Trail) |
| <input checked="" type="checkbox"/> City Streets | <input type="checkbox"/> City Parking Lot |
| <input type="checkbox"/> Other | |

If Other, please explain: _____

Special Event Application



Event Start Time (not including set-up): 4 p.m.

Event Finish Time (not including tear down): 10 p.m.

Set up Date/Time: 8 a.m. / August. 24

Expected Daily Attendance: 300
Events Larger than 300 are subject to the Special Event Ordinance (No.) requirements.

Event Description:

Please check the type of event (all that apply) and write a brief description of the event.

- Festival Bike Ride
 Walk/Fun Run Concert/Performance
 Other

If Other, please explain: _____

Please provide a description of your event, including, if applicable which city streets or parking lots:

Block Party will be held on Beltrami Ave. between 6th + 8th Streets. Event will be for the entire Bemidji Community. Event will include kids' games, inflatables, food, beverages, beer tent, music and other activities.

Event Features

Amplified Sound (Required):

(Select only one option)

Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

No

Yes

List type of amplified sound: Music, Announcements

Electricity (Required):

(Select only one option)

Available in most parks upon request.

Yes

No NA

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.

Special Event Application



- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only.

Tents or Canopies (Required):

(Select only one option)

- Yes
- No *We will provide*

Quantity and Size of Tents. Must be identified on the site map:

<i>2 Large tents 20'x40'</i>
<i>12 Smaller 10'x10' canopies</i>

Alcohol (Select One) (Required):

(Select only one option)

Application needs to be submitted with fee to the City Clerk and requires City Council approval.

- Temporary Intoxicating liquor license*
- Temporary 3.2 Percent Malt Liquor License*
- Catered Event, Licensee holding caterer's permit.
- No Alcohol

Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors:

--

Special Event Application



Request to Use City Property

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333- 1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: _____

Number of Barricades Requested: 0

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested: 0
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: 0
10 Benches have backs; 12 are backless

Bike Racks Requested: 0

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 person will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms: 5 Portable John

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: TULIP

Special Event Application



Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or canceling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

- a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.
- b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?

Yes

Date(s) of requested street closure:

August 24, 2019

Street Name(s) and/or number to be closed:

Beltrami Ave. NW

Start Time of Street Closure:

Between 6th & To 8th
8 a.m.

End Time of Street Closure:

11:45 p.m.

Number of No Parking Signs Requested:

16

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. An example would be the start/finish of a walk, run, race event and/or the setup area of a festival or cultural event. The site map should indicate the relative location of the following: all sources of amplified sound and direction of sound; tents/canopies with sizes, stages, promotional vehicles, inflatables, portable toilets, refuse containers, fencing, barricades, and other structures.

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Applicant Signature

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

Signature:

Mayhelen M. Chadwick

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601.



The Bemidji Catholic Community

The Church of St. Philip

702 Beltrami Ave. NW, Bemidji, Minnesota 56601

218-444-4262, stphilipsbemidji.org

I am aware that St. Philip's Catholic Church would like to host a community Block Party **Saturday, August 24, 2019** that would involved closing Beltrami Avenue between 6th and 8th Streets for the day and evening. I live/work on Beltrami Avenue and was contacted on June 25 by St. Philip's. I do not object to this event.

Name

Address

Signature

Robert Boyer

707 Beltrami Ave

Robert Boyer

Liz Curb

713 Beltrami Ave

Liz Curb

Kressen Gallinger

201 7th St. NW

Kressen Gallinger

#1 & Sue Snider

RE/MAX

602 Beltrami

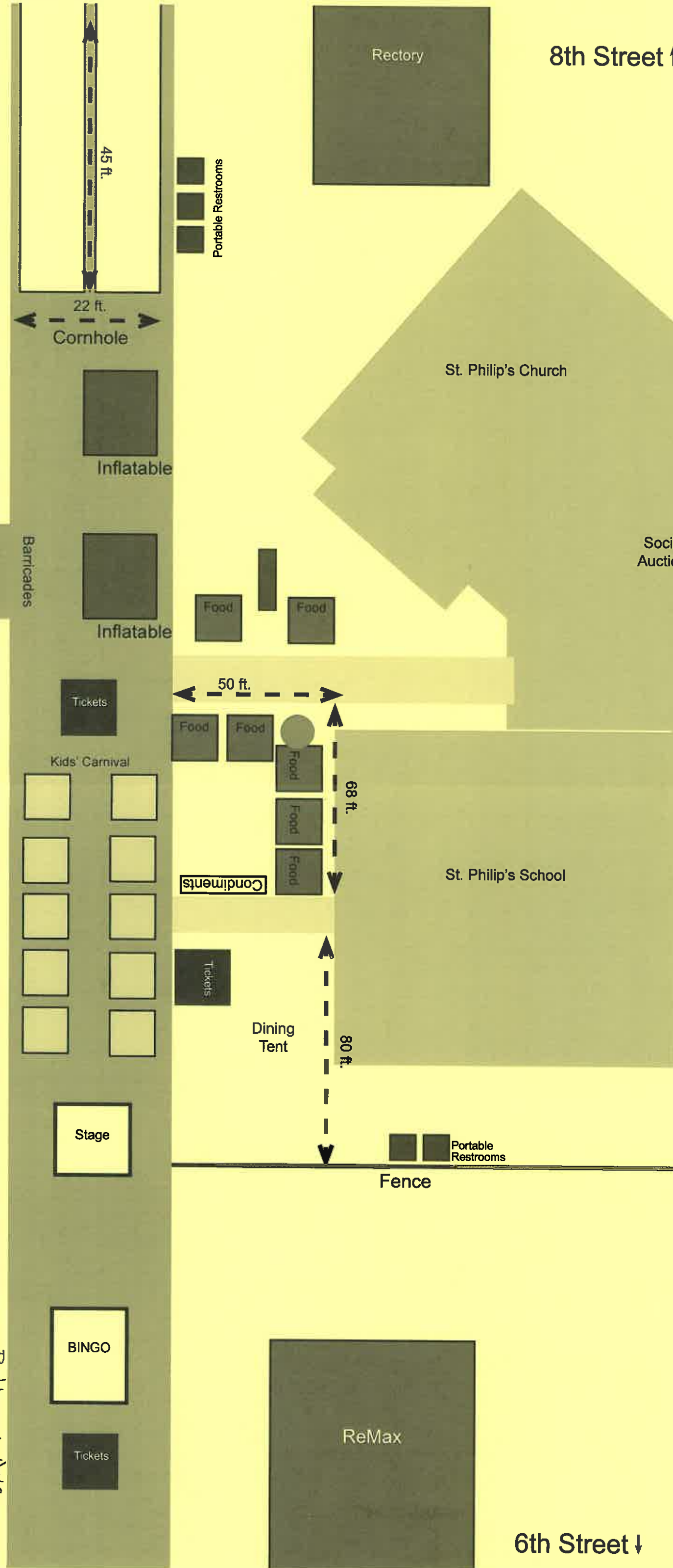
Sue Snider

Carmen Kotula

Property Professionals

1002 Beltrami

Carmen Kotula



Beltrami Ave.

8th Street ↑

6th Street ↓

St. Philip's
 End of Summer Block Party
 August 24, 2019



CITY OF BEMIDJI APPLICATION FOR SPECIAL EVENT

NAME OF APPLICANT/ORGANIZATION BSU Alumni & Foundation

NAME OF PERSON SUBMITTING REQUEST Brett Bahr

Phone 952-237-3684 Email brett.bahr@bemidjistate.edu

DESCRIPTION OF EVENT BSU Homecoming Parade

Does this request include sale of alcohol? Yes No

LOCATION Birchmont Dr NE

BETWEEN 12th St NE & /TO 17th NE

DATE Saturday, October 5, 2019 TIME OF EVENT 11:00 a.m. - Noon

EVENT SET-UP TIME 9:00 a.m. EVENT TAKE-DOWN TIME 1:00 p.m.

REQUEST FOR NO PARKING SIGNS

Request for No-Parking Signs? Yes No

Start Time of Street Closure: 9:00 a.m.

End Time of Street Closure: 1:00 p.m.

Number of No Parking Signs: 30

REQUEST TO USE CITY PROPERTY

STREET DEPARTMENT EQUIPMENT:

CONES ~ QUANTITY? 45

BARRICADES ~ QUANTITY? 20

PARKS DEPARTMENT EQUIPMENT:

_____ PICNIC TABLES ~ QUANTITY? _____

_____ BENCHES ~ QUANTITY? _____

_____ EVENT BIKE RACKS ~ QUANTITY? _____

Next Item

Special Event Application

Print Date

Bahr, Brett

5/21/2019

Special Event Requests - 10/5/2019 11:00 AM

Applicant Information

Organization Name

BSU Alumni & Foundation

Event Contact

Brett Bahr

Cell Phone

(952) 237-3684

Email

brett.bahr@bemidjistate.edu

Event Contact #2

Angela Schmidt

Contact #2 Phone

(218) 755-2762

Address

1500 Birchmont Dr. NE #17 Bemidji MN, 56601

Event Information

Event Name

BSU Homecoming Parade

Event Date:

10/05/2019

Event Date(s)

Park/Location Requested

City Streets

Event Start Time (not including set-up)

11:00 AM

Event Finish Time (not including tear down):

12:00 PM

Set up Date/Time

October 5, 2019 @9:00 A.M.

Expected Daily Attendance

300

Special Event Application

Print Date

Bahr, Brett

5/21/2019

Special Event Requests - 10/5/2019 11:00 AM

Event Description

Parade

Please provide a description of your event, including, if applicable which city streets or parking lots.

This event is the annual Bemidji State University Homecoming Parade. A variety of community, university/student organizations participate. A small crowd of alumni and community members will be in attendance. Traditionally, this event has taken place in downtown Bemidji, travelling north on Beltrami Ave. This year, we are requesting that the parade take place on Birchmont Drive and Birch Lane (from 12th St. to 17th St.). The staging of the parade participants would take place on the campus of BSU (Bangsberg Hall Parking Lot). The parade would start at the intersection of 12th St. and Birchmont Dr. (at 11:00 a.m) and travel north, then turn left on 16th St., then an immediate right turn onto Birch Lane. The parade would end (around 11:30 a.m.) at the intersection of 17th St. and Birch Lane. No parking signs will need to be posted on Birchmont Drive and Birch Lane.

Event Features

Amplified Sound

Yes

List type of amplified sound

Voice (microphone/speakers)

Electricity

No

Tents/Structures • If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number. • Structures may be erected the day before your event with prior approval. • Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots. • The City is not responsible for any stolen or damaged property. • All structures must be removed immediately following your event (same day) unless prior arrangements are made. • Banners/signs are allowed in the park on day(s) of event only.

Tents or Canopies

No

Quantity and Size of Tents. Must be identified on the site map.

Alcohol (Select One)

No Alcohol

Food Vendors Applicants shall specify the location of all proposed food vendors by including them on a site plan. Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue. Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors:

0

Request to Use City Property

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333- 1855 to make arrangements for pick-up of equipment.

Special Event Application

Print Date

Bahr, Brett

5/21/2019

Special Event Requests - 10/5/2019 11:00 AM

Number of Cones Requested

45

Number of Barricades Requested

20

Picnic Tables, Benches, and Event Bike Racks The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested

0

Number of Benches Requested

0

Bike Racks Requested

0

Event Logistics

Portable Restrooms Events larger than 200 person will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act. Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms.

0

Garbage Event applicants/organizers must arrange for trash and recycling services. Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000. The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows: \$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review. For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: [TULIP](#)

Street Closures

No Parking a) Applicant is responsible for posting signs. A "No Parking (Day and Time)" sign must be posted 24 hours before street closure with dispatch notified 218-333-9111 at time of posting. c) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?

Yes

Date(s) of requested street closure

10/05/2019

Special Event Application

Print Date

Bahr, Brett

5/21/2019

Special Event Requests - 10/5/2019 11:00 AM

Street Names and /or number to be closed

Birchmont Drive and Birch Lane. (see attached site map for more information on closures)

Time of street closure from:

10:00 AM

To :

12:00 PM

Number of signs requested:

30

Event Maps

SITE MAP Please submit a site map clearly indicating the setup of the event. An example would be the start/finish of a walk, run, race event and/or the setup area of a festival or cultural event. The site map should indicate the relative location of the following: all sources of amplified sound and direction of sound; tents/canopies with sizes, stages, promotional vehicles, inflatables, portable toilets, refuse containers, fencing, barricades, and other structures.

ROUTE MAP All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

DETOUR MAP All events requesting street closure must provide a detailed map showing the requested street closure and detour route(s).

Applicant Signature

True : I agree to abide by the event guidelines and attest that all of the informaton in this application is correct.

I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. The applicant agrees to indemnify and hold the City of Bemidji harmless from any liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees, or any person under its control.

Signature



Document

2019 BSU Homecoming Parade - Route & Site Map.PNG 2019 BSU Homecoming Parade - Detour Map.PNG



ALUMNI & FOUNDATION

BSU Foundation

218-755-2762

888-234-5718

foundation@bemidjistate.edu

www.bsufoundation.org

Fax: (218) 755-4146

BSU Alumni Association

218-755-3889

877-BSU-ALUM (278-2586)

alumni@bemidjistate.edu

www.bsualumni.org

Fax: (218) 755-2121

Beaver Pride

218-755-2827

888-234-5718

beaverpride@bemidjistate.edu

Nate Mathews
Bemidji City Manager
317 4th St NW
Bemidji, MN 56601

Dear Mr. Mathews and City Council Members:

In conjunction with Bemidji State University Homecoming, the BSU Alumni & Foundation is seeking permission to host a parade down Birchmont Drive and Birch Lane (from 12th St. to 17th St.) on the morning of Saturday, October 5th, 2019. Traditionally, this annual parade has taken place in downtown Bemidji, traveling north along Beltrami Ave. With the university celebrating its centennial year in 2019, we thought it would be a wonderful idea to have this homecoming parade take place on the BSU campus. In recent years, the parade has proved to be successful and it provides a way for the university to showcase BSU for alumni returning to Bemidji, as well as an opportunity to bring community members together.

Please see the application and permit included with this letter. A special event form has also been completed online through the City of Bemidji Parks & Recreation website. We have also included a Homecoming Parade route and information regarding our set-up area and street closures. We will work closely with the Bemidji Police Dept. and Bemidji State University to help block side streets and control traffic during the parade.

Thank you for taking the time to read this information. We are looking forward to working closely with the City of Bemidji once again! If you have any questions, please contact me at the BSU Alumni & Foundation.

Sincerely,

Brett A. Bahr
Director of Alumni Relations
Bemidji State University
1500 Birchmont Dr. NE #17
Bemidji, MN 56601
alumni@bemidjistate.edu
(218) 755-2599

1500 Birchmont Drive NE #17 Bemidji, MN 56601-2699

Gillett Wellness Center

University

Affinity Plus Federal Credit Union

Diamond Point Park

Parade Finish

17th St NE

17th St NE

Birdy Ave NE

16th St NE

16th St NE

Callahan Ave NE

Chet Anderson Stadium

Asgard Computers

Birdy Ave NE

Amplified Sound

Bemidji State University Bookstore

Microphone Speakers

Office of Admissions

14th St NE

Lake Blvd NE

13th St NE

Bangsberg Parking Lot

Bangsberg Hall
Parade Staging Area





Parade Start

12th St NE

Conchocans Dr NE

Dwight Ave NE

Lake Blvd NE

-  = Parade Staging Area
-  = Street Closure/Barricade
-  = "No Parking/Parade Route" Signs
-  = Amplified Sound

All public traffic traveling south on Birchmont 19th St. will be directed west on 19th St. NE.

All Homecoming-related traffic, BSU Athletics traffic, Student residents, Diamond Point Park will be allowed through.

Birchmont Dr. will be blocked to all traffic south Anderson Stadium entrance.



- △ = Cones
- X = Barricades/Street Closure
- ↔ = Detour routes
- = Parade Start
- = Parade Finish
- - - = Parade Route



CITY OF BEMIDJI APPLICATION FOR SPECIAL EVENT

NAME OF APPLICANT/ORGANIZATION Evergreen Youth & Family Services

NAME OF PERSON SUBMITTING REQUEST Kelly Brevig

Phone 218-766-9425 Email kbrevig@evergreenyfs.org

DESCRIPTION OF EVENT 13th Annual Run/Walk/Skate for Suicide Prevention

Does this request include sale of alcohol? Yes No

LOCATION Lake Shore Drive NE and city trails

BETWEEN Nymore Boat Access & /TO West of Country Inn & Suites

DATE Saturday, September 7, 2019 TIME OF EVENT 8:00 a.m. to 11:00 a.m.

EVENT SET-UP TIME 7:00 a.m. EVENT TAKE-DOWN TIME 11:30 a.m.

REQUEST FOR NO PARKING SIGNS

Request for No-Parking Signs? Yes _____ No X

Start Time of Street Closure: _____

End Time of Street Closure: _____

Number of No Parking Signs: _____

REQUEST TO USE CITY PROPERTY

STREET DEPARTMENT EQUIPMENT:

X CONES ~ QUANTITY? 12

X BARRICADES ~ QUANTITY? 6

PARKS DEPARTMENT EQUIPMENT:

_____ PICNIC TABLES ~ QUANTITY? _____

_____ BENCHES ~ QUANTITY? _____

_____ EVENT BIKE RACKS ~ QUANTITY? _____

Next Item

Special Event Application



Please fill out this application form for special events, festivals, fun runs/races, road closures, parades, and park events. Applications for street closures or events with less than 300 participants must be submitted 30 days prior to event date, for large events involving 300-1000 participants, application must be submitted 90 days prior to the event; and for events with over 1,000 participants applications must be submitted 120 days prior to the event.

Applicant Information

Organization Name (Required): Evergreen Youth & Family Services

Address: _____

Event Contact (Required): Kelly Brevig
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 766-9425

Email (Required): kbrevig@evergreenyfs.org

Event Contact #2 (Required): Gary Russell

Contact #2 Phone (Required): (218) 766-0671

Event Information

Event Name (Required): 13th Annual Run/Walk/Skate
For Suicide Prevention

Event Date: Sept 7, 2019
If the event is multiple days please enter them in the box below.

Event Date(s):

Park/Location Requested:

- | | |
|---|--|
| <input type="checkbox"/> Nymore Park | <input type="checkbox"/> Cameron Park |
| <input type="checkbox"/> City Park | <input type="checkbox"/> Paul Bunyan Park |
| <input type="checkbox"/> Library Park | <input type="checkbox"/> Rotary Pavilion |
| <input type="checkbox"/> Roger Lehmann Park | <input checked="" type="checkbox"/> City Paved Trail (lakeshore/east west Trail) |
| <input type="checkbox"/> City Streets | <input type="checkbox"/> City Parking Lot |
| <input type="checkbox"/> Other | |

If Other, please explain: _____

Special Event Application



Event Time: 8:00 AM
Set-up Time: 7:00 AM
Clean-up Time: 11:30 AM
Expected Daily Attendance: 300

Events Larger than 300 are subject to the Special Event Ordinance (No. 158) requirements.

Event Description:

Please check the type of event (all that apply) and write a brief description of the event.

- Festival Bike Ride
 Walk/Fun Run Concert/Performance
 Other

If Other, please explain: _____

Please provide a description of your event, including, if applicable which city streets or parking lots:

Run/Walk/Skate For Suicide Prevention. 5K & 10K
Fundraiser - Beginning & Ending in The Sanford
parking lot, Utilizing The Law Bunyan Trails

Event Features

Amplified Sound (Required):

(Select only one option)

Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

- No
 Yes

List type of amplified sound:

RP Broadcasting Van in Sanford Parking
Lot to Announce Event

Electricity (Required):

(Select only one option)

Available in most parks upon request.

- Yes Provided by Sanford Event Center
 No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.

Special Event Application



- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only.

Tents or Canopies (Required):

(Select only one option)

Yes

No

Quantity and Size of Tents. Must be identified on the site map:

Alcohol (Select One) (Required):

(Select only one option)

**Application needs to be submitted with fee to the City Clerk and requires City Council approval.*

Temporary 1-4 day Intoxicating liquor license*

Temporary 3.2 Percent Malt Liquor License*

Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)*
Name of Establishment _____

Catered Event, Licensee holding caterer's permit.

No Alcohol

Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors:

None

Special Event Application



Request to Use City Property

Barricades and Cones

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333- 1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: 12

Number of Barricades Requested: 6

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested:
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested:
10 Benches have backs; 12 are backless

Bike Racks Requested:

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 person will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms:

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: TULIP

Special Event Application



Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or canceling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

- a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.
- b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?

yes

Date(s) of requested street closure:

9-7-19 8:00AM - 11:00AM

Street Name(s) and/or number to be closed:

Nymore boat Launch Cross Street

Start Time of Street Closure:

Between 8:00AM & To ~~11:00AM~~ 8:00AM West of Hotel Entrance

End Time of Street Closure:

11:00am

Number of No Parking Signs Requested:

None

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. An example would be the start/finish of a walk, run, race event and/or the setup area of a festival or cultural event. The site map should indicate the relative location of the following: all sources of amplified sound and direction of sound; tents/canopies with sizes, stages, promotional vehicles, inflatables, portable toilets, refuse containers, fencing, barricades, and other structures.

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Applicant Signature

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

Signature: _____

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601.



Address: P.O. Box 662, Bemidji, MN 56619 ■ Tel: (218) 308-8002

July 23, 2019

Nate Mathews
City of Bemidji
317 4th St. NW
Bemidji, MN 56601

Dear Mr. Mathews:

Greetings, Mr. Mathews I hope this finds your summer going well. 2019 marks the 13th year of our Run/Walk/Skate for Suicide Prevention. I am writing to request permission to hold the event on Saturday, September 7th, 2019. This year we will have a 5K Run/Walk/Skate, 10K Run and a 10K Skate. We continue to facilitate this event to raise suicide awareness in our community as well as provide much needed funding for programming. The event will be based out of the Sanford Event Center-George W. Neilson Center in Bemidji.

I have confirmed the date and signed a contract with the Sanford Center Bemidji. The event will begin at 8am with registration and the skate will start at 9:30am and the run/walk will follow at 9:30am. I am requesting that we start the event outside of the Sanford Center Gate 4 on Event Center Drive.

The 5K & 10K routes will begin on Event Center Drive west of the hotel entrance. Both routes follow the road and enter south on the trail, making a loop around the event center using the trail. The 10K route splits off from the Blue Ox trail as the trail exits the woods and continues on the east side of the lake, turning back on the trail by the lake and both routes turn on the trail by the boat launch and finish at the same spot next to the hotel. You will find the proposed routes included along with the road closure map which has also been submitted. The routes will be marked and we will have volunteers monitoring the route during the event and for clean up.

I have included the Certificate of Insurance naming the City of Bemidji as an additional insured. The registration forms for the event include the Release/Hold Harmless Agreement which is signed and returned by each participant. The DNR permit has also been submitted as well as the communication plan for the Sheriff's Department.

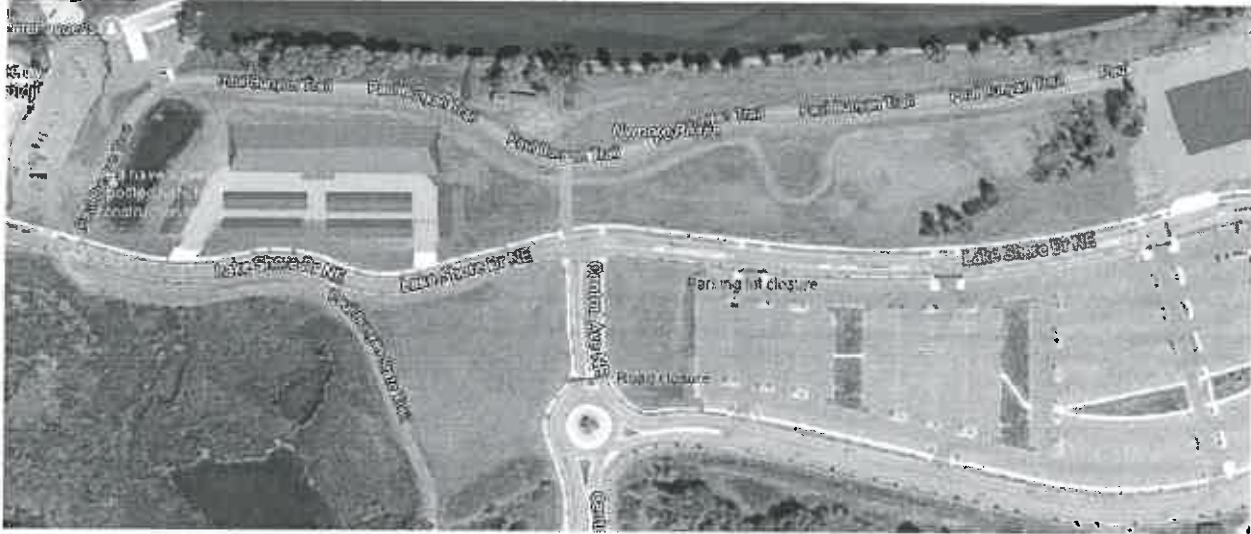
If there are any concerns or questions, please contact me at 441-4565 or kbrevig@evergreenyfs.org. Thank you for your assistance and your support of this important community event.

Sincerely,

Kelly Brevig

Suicide Educational Services Coordinator

2019 Proposed Routes and Road Closures
Run/Walk/Skate for Suicide Prevention. September 7



We would like to have the barricade and cones in place between 7:30 and 12 noon. The run begins at 9:30. The parking lot will empty quickly and then runners will trickle in until about 11:00 AM. The starting line starts after the Double Tree and entrance, so the hotel and restaurant are fully accessible. ~~It looks like we could use about 20 cones.~~

This is the proposed route for the 5K



This is the proposed route for the 10K →

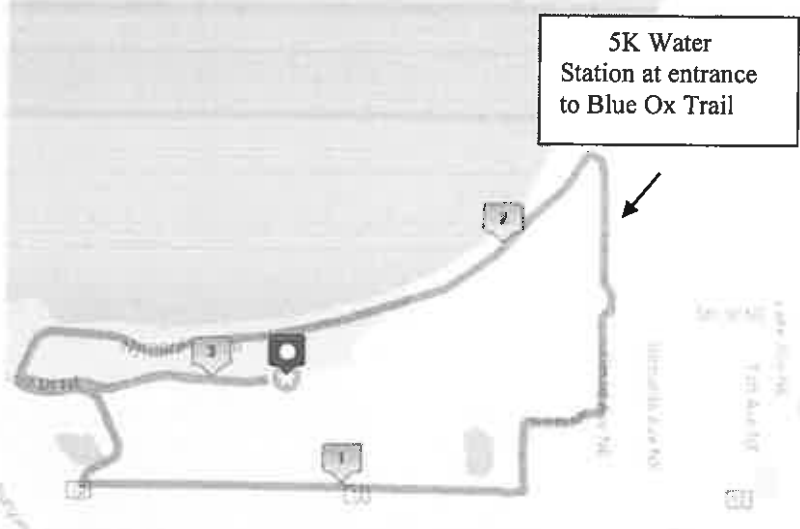


5K Route

Run, Walk or Skate for Suicide Prevention

Saturday, September 7th, 2019

George W. Neilson Convention Center-Sanford Center
1111 Event Center Dr NE, Bemidji, MN

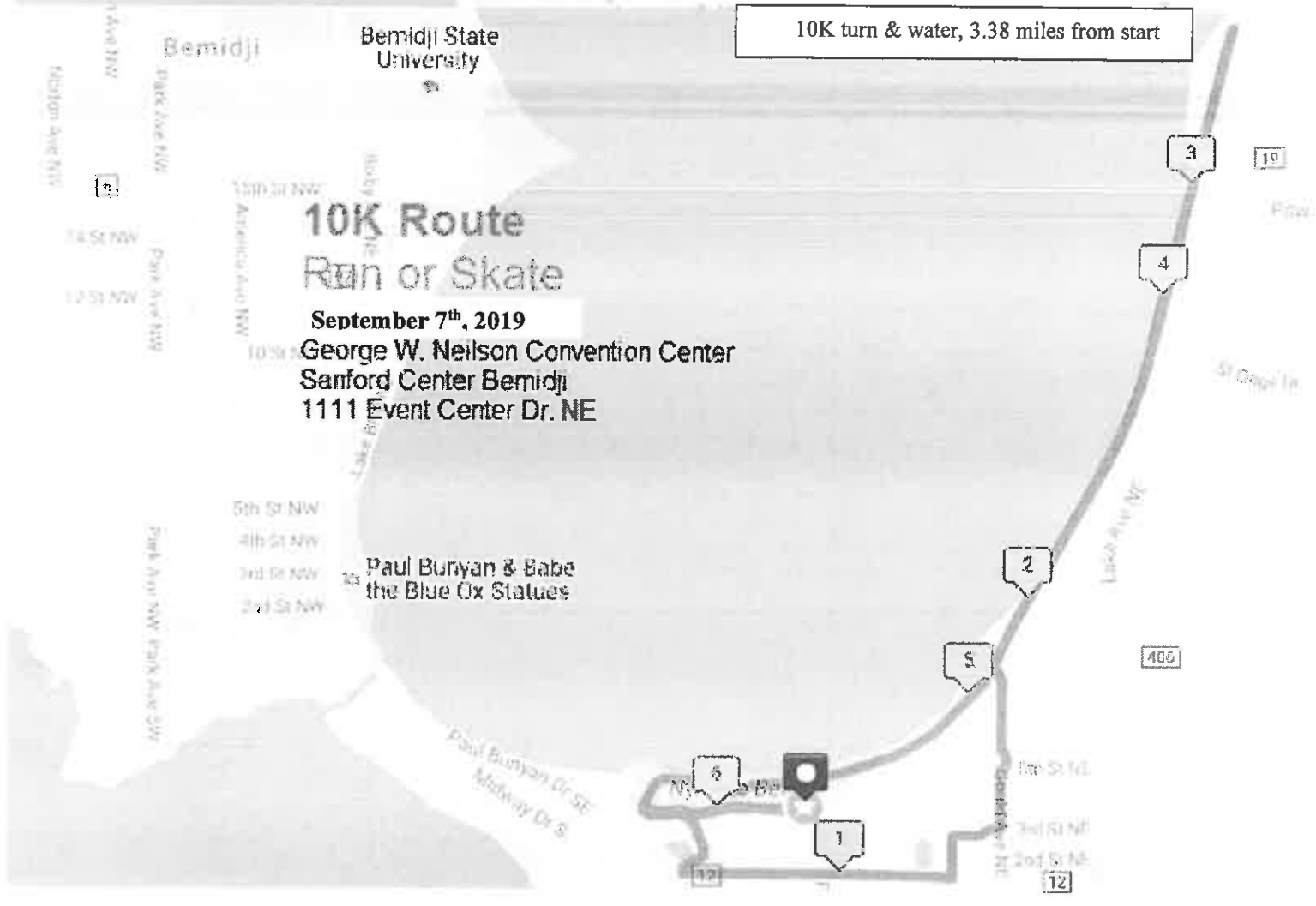


10K turn & water, 3.38 miles from start

10K Route

Run or Skate

September 7th, 2019
George W. Neilson Convention Center
Sanford Center Bemidji
1111 Event Center Dr. NE



Water & Snack Station at Start-Finish Line





Suicide Prevention Walk



MORE VIDEOS

▶ ◀ 1:08 / 1:16

YouTube



CITY OF BEMIDJI APPLICATION FOR SPECIAL EVENT

NAME OF APPLICANT/ORGANIZATION Headwaters Shrine

NAME OF PERSON SUBMITTING REQUEST Joe Dunn

Phone 218-209-7458 Email jdunn@paulbunyan.net

DESCRIPTION OF EVENT 22nd Annual Shrine Bowl Parade

Does this request include sale of alcohol? Yes No

LOCATION Minnesota Avenue and Beltrami Avenue NW

BETWEEN 8th Street NW & /TO 3rd Street NW

DATE Saturday, September 28, 2019 TIME OF EVENT 10:00-11:30 a.m.

EVENT SET-UP TIME 9:00 a.m. EVENT TAKE-DOWN TIME Noon

REQUEST FOR NO PARKING SIGNS

Request for No-Parking Signs? Yes X No _____

Start Time of Street Closure: 9:00 a.m.

End Time of Street Closure: Noon

Number of No Parking Signs: Unknown

REQUEST TO USE CITY PROPERTY

STREET DEPARTMENT EQUIPMENT:

_____ CONES ~ QUANTITY? _____

X BARRICADES ~ QUANTITY? 30

PARKS DEPARTMENT EQUIPMENT:

_____ PICNIC TABLES ~ QUANTITY? _____

_____ BENCHES ~ QUANTITY? _____

_____ EVENT BIKE RACKS ~ QUANTITY? _____

Next Item

Special Event Application



Please fill out this application form for special events, festivals, fun runs/races, road closures, parades, and park events. Applications for street closures or events with less than 300 participants must be submitted 30 days prior to event date, for large events involving 300-1000 participants, application must be submitted 90 days prior to the event; and for events with over 1,000 participants applications must be submitted 120 days prior to the event.

Applicant Information

Organization Name (Required): HEADWATERS SHRINE

Address: 515 WATERFRONT WAY SE

Event Contact (Required): JOE DUNN
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 209-7458

Email (Required): JDUNN@PAULBUNYAN.MET

Event Contact #2 (Required): CORY WILSON

Contact #2 Phone (Required): (218) 760-2188

Event Information

Event Name (Required): 22ND ANNUAL SHRINE BOWL PARADE

Event Date: SEPTEMBER 28TH, 2019
If the event is multiple days please enter them in the box below.

Event Date(s):

Park/Location Requested:

- | | |
|--|---|
| <input type="checkbox"/> Nymore Park | <input type="checkbox"/> Cameron Park |
| <input type="checkbox"/> City Park | <input type="checkbox"/> Paul Bunyan Park |
| <input type="checkbox"/> Library Park | <input type="checkbox"/> Rotary Pavilion |
| <input type="checkbox"/> Roger Lehmann Park | <input type="checkbox"/> City Paved Trail (lakeshore/east west Trail) |
| <input checked="" type="checkbox"/> City Streets | <input type="checkbox"/> City Parking Lot |
| <input type="checkbox"/> Other | |

If Other, please explain: _____

Special Event Application



Event Time: 10:00 AM STEP OFF
Set-up Time: 9:00 AM
Clean-up Time: 12:00 AM
Expected Daily Attendance: ~~300~~ 199
Events Larger than 300 are subject to the Special Event Ordinance (No. 158) requirements.

Event Description:

Please check the type of event (all that apply) and write a brief description of the event.

- Festival Bike Ride
 Walk/Fun Run Concert/Performance

Other PARADE

If Other, please explain: 22nd ANNUAL SHRINE PARADE "SAME AS ALWAYS"

Please provide a description of your event, including, if applicable which city streets or parking lots:

STEP OFF LOT 9 MARCH DOWN MINNESOTA AVE
TURN EAST ON THIRD TO BELTRAMI AVE THEN
NORTH ON BELTRAMI TO 8TH EIGHTH STREET

Event Features

Amplified Sound (Required):

(Select only one option)

Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

- No
 Yes

List type of amplified sound:

Electricity (Required):

(Select only one option)

Available in most parks upon request.

- Yes
 No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.

Special Event Application



- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only.

Tents or Canopies (Required):

(Select only one option)

Yes

No

Quantity and Size of Tents. Must be identified on the site map:

Alcohol (Select One) (Required):

(Select only one option)

**Application needs to be submitted with fee to the City Clerk and requires City Council approval.*

Temporary 1-4 day Intoxicating liquor license*

Temporary 3.2 Percent Malt Liquor License*

Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)*
Name of Establishment _____

Catered Event, Licensee holding caterer's permit.

No Alcohol

Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors: _____

0

Special Event Application



Request to Use City Property

Barricades and Cones

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333- 1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: 0

Number of Barricades Requested: FOR 12 Intersections

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested: 0
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: 0
10 Benches have backs; 12 are backless

Bike Racks Requested: 0

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 person will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms: 0

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

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\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

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Special Event Application



Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or cancelling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

- a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.
- b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?

YES

Date(s) of requested street closure:

SEPTEMBER 28TH, 2019

Street Name(s) and/or number to be closed:

MINNESOTA - BELTRAMI

Start Time of Street Closure:

Between 5TH & TO 3RD

End Time of Street Closure:

11:00 AM TO 12:00 PM

Number of No Parking Signs Requested:

0

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. An example would be the start/finish of a walk, run, race event and/or the setup area of a festival or cultural event. The site map should indicate the relative location of the following: all sources of amplified sound and direction of sound; tents/canopies with sizes, stages, promotional vehicles, inflatables, portable toilets, refuse containers, fencing, barricades, and other structures.

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Applicant Signature

Joseph E. Dunn

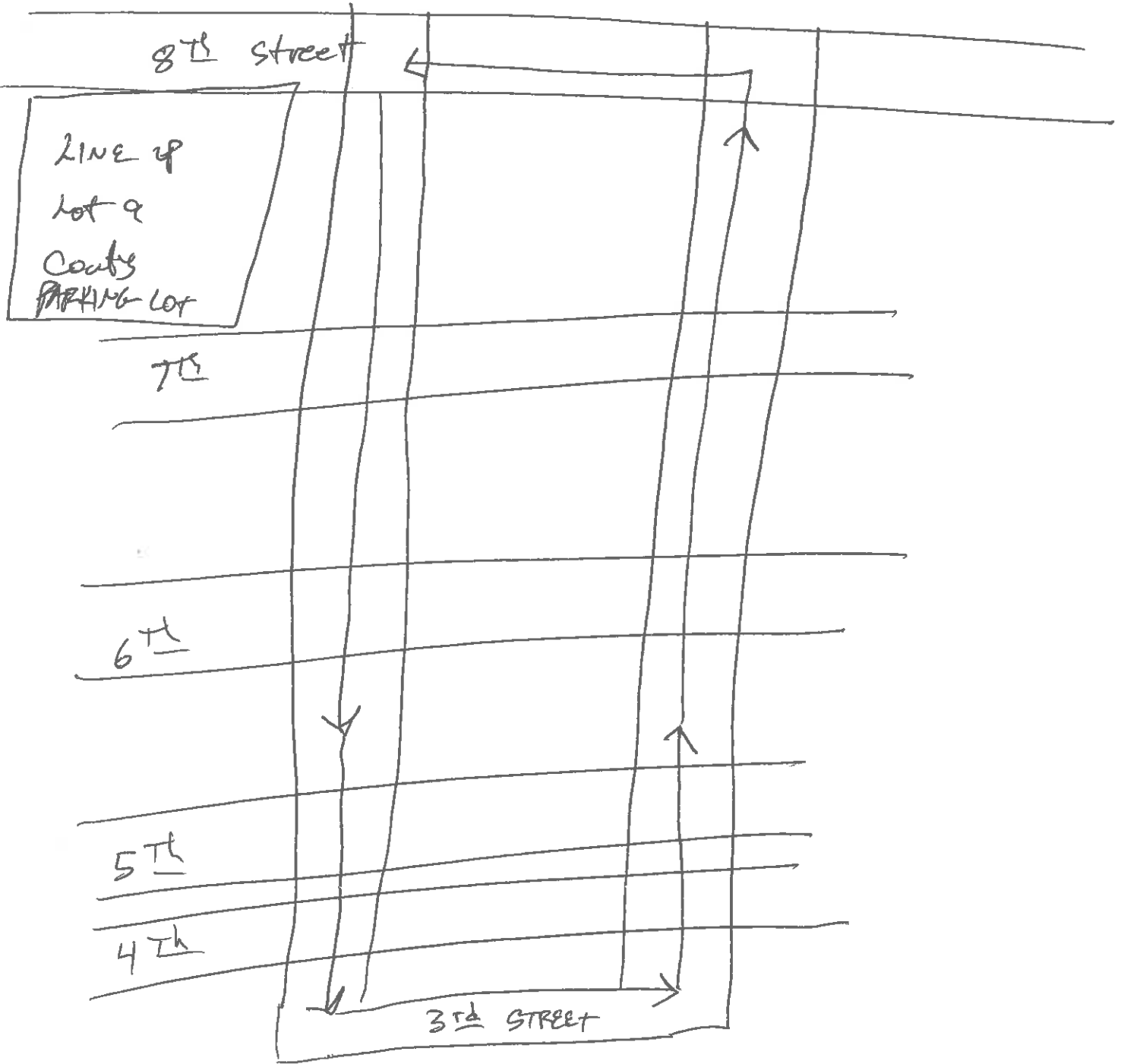
I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

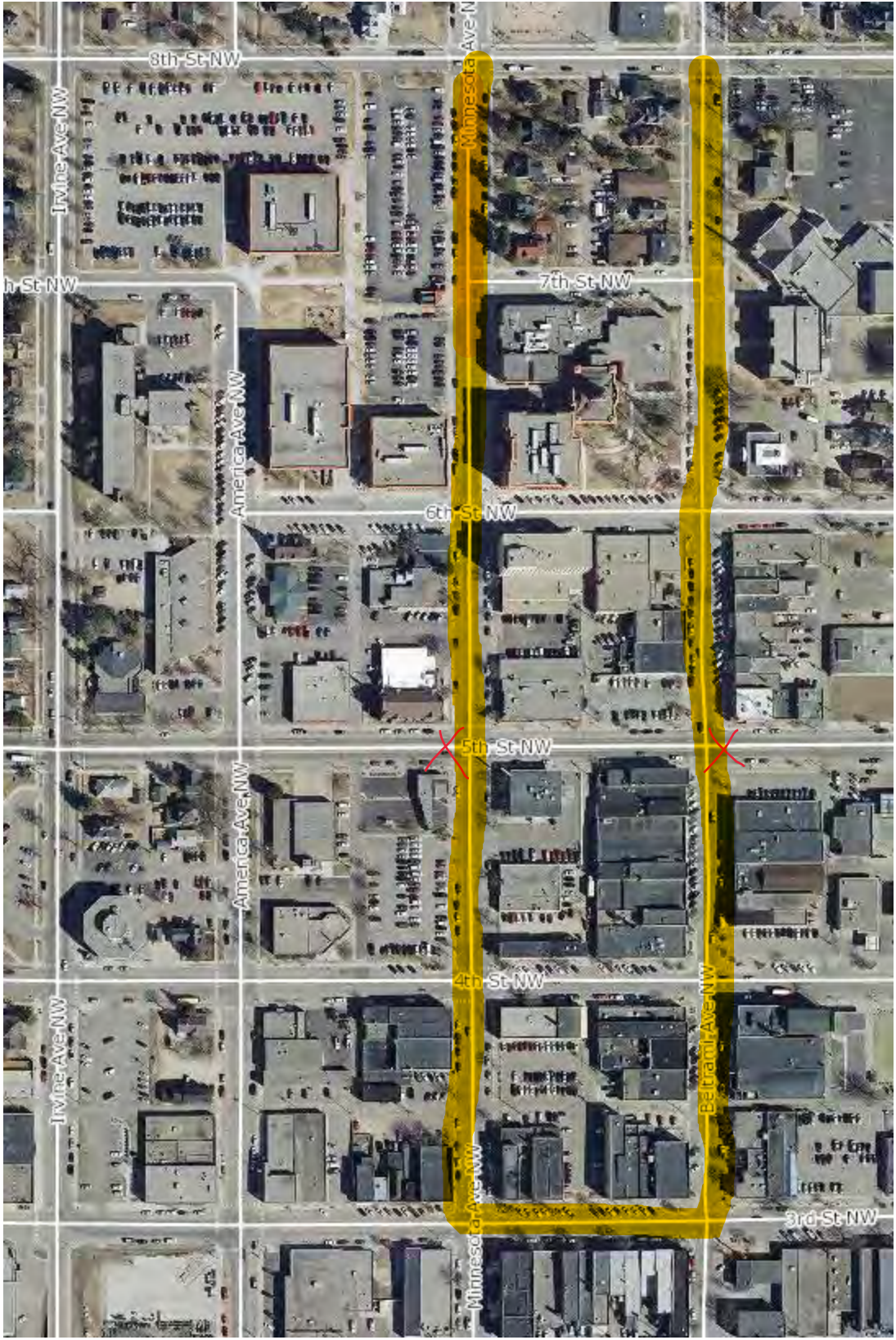
Signature:

Joseph E. Dunn

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601.

MAP OF PARADE







Return to Agenda

CITY OF BEMIDJI APPLICATION FOR SPECIAL EVENT

NAME OF APPLICANT/ORGANIZATION Bemidji Brewing

NAME OF PERSON SUBMITTING REQUEST Stephanie Marsh

Phone 218-368-9303 Email steph@bemidjibeer.com

DESCRIPTION OF EVENT Bemidji Brewing's End of Summer Patio Party.

Event includes amplified sound and temporary off-premises liquor permit.

Does this request include sale of alcohol? **Yes** **No**

LOCATION Parking Lot of Bemidji Brewing

BETWEEN _____ & /TO _____

DATE Saturday, August 24, 2019 TIME OF EVENT 1:00-8:00 p.m.

EVENT SET-UP TIME _____ EVENT TAKE-DOWN TIME _____

REQUEST FOR NO PARKING SIGNS

Request for No-Parking Signs? Yes _____ No X

Start Time of Street Closure: _____

End Time of Street Closure: _____

Number of No Parking Signs: _____

REQUEST TO USE CITY PROPERTY

STREET DEPARTMENT EQUIPMENT:

_____ CONES ~ QUANTITY? _____

_____ BARRICADES ~ QUANTITY? _____

PARKS DEPARTMENT EQUIPMENT:

_____ PICNIC TABLES ~ QUANTITY? _____

_____ BENCHES ~ QUANTITY? _____

_____ EVENT BIKE RACKS ~ QUANTITY? _____

Next Item

Special Event Application



Please fill out this application form for special events, festivals, fun runs/races, road closures, parades, and park events. Applications for street closures or events with less than 300 participants must be submitted 30 days prior to event date, for large events involving 300-1000 participants, application must be submitted 90 days prior to the event; and for events with over 1,000 participants applications must be submitted 120 days prior to the event.

Applicant Information

Organization Name (Required): BEMIDJI BREWING

Address: 211 AMERICA AVE

Event Contact (Required): STEPHANIE MAESH
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 368-9303

Email (Required): STEPH@BEMIDJI BEER.COM

Event Contact #2 (Required): TINA KANEY

Contact #2 Phone (Required): (218) 407-2197

Event Information

Event Name (Required): BEMIDJI BREWING'S END OF SUMMER PATIO PARTY!

Event Date: 8/24/19
If the event is multiple days please enter them in the box below.

Event Date(s):

--

Park/Location Requested:

- | | |
|---|---|
| <input type="checkbox"/> Nymore Park | <input type="checkbox"/> Cameron Park |
| <input type="checkbox"/> City Park | <input type="checkbox"/> Paul Bunyan Park |
| <input type="checkbox"/> Library Park | <input type="checkbox"/> Rotary Pavilion |
| <input type="checkbox"/> Roger Lehmann Park | <input type="checkbox"/> City Paved Trail (lakeshore/east west Trail) |
| <input type="checkbox"/> City Streets | <input type="checkbox"/> City Parking Lot |
| <input checked="" type="checkbox"/> Other | |

If Other, please explain: BEMIDJI BREWING PATIO

Special Event Application



Event Time: 1-8pm
Set-up Time: 11AM
Clean-up Time: 9-11pm
Expected Daily Attendance: 300
Events Larger than 300 are subject to the Special Event Ordinance (No. 158) requirements.

Event Description:

Please check the type of event (all that apply) and write a brief description of the event.

- Festival
- Bike Ride
- Walk/Fun Run
- Concert/Performance
- Other

If Other, please explain: CELEBRATE COMPLETION OF OUR PATIO!

Please provide a description of your event, including, if applicable which city streets or parking lots:

BEMIDJI BREWING CELEBRATES THE END OF SUMMER & THE COMPLETION OF OUR PATIO w/ LIVE OUTDOOR MUSIC ON OUR WOODCH PARGA 1-8pm + OUTDOOR BEER POURING ON ^{our} PARKING LOT 11-8pm. Our PARKING LOT WILL BE FLAGGED

Event Features

Amplified Sound (Required):

(Select only one option)
Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

- No
- Yes

List type of amplified sound:

LIVE MUSIC -- COREY CAMPBELL 1-3pm -- THE OCCASIONALS 5-8pm

Electricity (Required):

(Select only one option)
Available in most parks upon request.

- Yes WE HAVE OUR OWN
- No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.

Special Event Application



- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only.

Tents or Canopies (Required):

(Select only one option)

- Yes
- No

Quantity and Size of Tents. Must be identified on the site map:

WE WILL SUPPLY A 10' x 10' CANOPY FOLDING TENT AS 'SUN SHADE' FOR MUSICIANS.
ANOTHER 10' x 10' FOLDING CANOPY TENT WILL ACT AS 'SUN SHADE' FOR BEER POURING ON OUR PARKING LOT.

Alcohol (Select One) (Required):

(Select only one option)

*Application needs to be submitted with fee to the City Clerk and requires City Council approval.

WE HAVE OUR OWN LICENSES

- Temporary 1-4 day Intoxicating liquor license*
- Temporary 3.2 Percent Malt Liquor License*
- Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)*
Name of Establishment _____
- Catered Event, Licensee holding caterer's permit.
- No Alcohol

Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

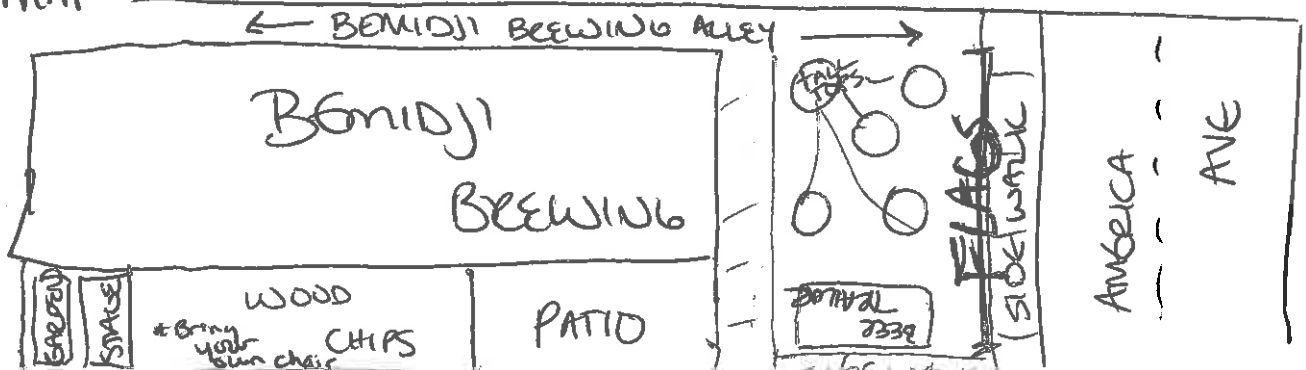
Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors:

X ONLY ONE KITCHEN

EVENT MAP



Special Event Application



Request to Use City Property

Barricades and Cones

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333- 1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: X

Number of Barricades Requested: X

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested: X
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: X
10 Benches have backs; 12 are backless

Bike Racks Requested: X

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 person will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms: X

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: TULIP

Special Event Application



Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or cancelling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.

b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?

NO

Date(s) of requested street closure:

—

Street Name(s) and/or number to be closed:

—

Between — &/To —

Start Time of Street Closure:

—

End Time of Street Closure:

—

Number of No Parking Signs Requested:

—

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. An example would be the start/finish of a walk, run, race event and/or the setup area of a festival or cultural event. The site map should indicate the relative location of the following: all sources of amplified sound and direction of sound; tents/canopies with sizes, stages, promotional vehicles, inflatables, portable toilets, refuse containers, fencing, barricades, and other structures.

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route Map and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Applicant Signature

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

Signature: _____

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601.

ALLEY

BEMIDJY

BREWING

PATIO

PARKING LOT

STAGE

1-8pm

wood chips

BEER
POWERING

FLAGS

← AMERICA AVE →

RESOLUTION NO.

A RESOLUTION APPROVING TEMPORARY OFF- PREMISES ALCOHOL PERMIT FOR THE BEMIDJI BREWING END OF SUMMER PATIO PARTY

WHEREAS, Bemidji Brewing Company, hereinafter the “Event Organizers”, are holding an End of Summer Patio Party in the City of Bemidji on August 24, 2019; and

WHEREAS, the area to be fenced off for use during this event will be the parking lot of Bemidji Brewing adjacent to America Avenue NW; 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.

NOW, THEREFORE, be it resolved by the Bemidji City Council to authorize the Temporary Off-Premises Liquor Permit to Bemidji Brewing from 1:00 p.m. to 8:00 p.m. within the designated event area on August 24, 2019.

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:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Rita C. Albrecht, Mayor

Next Item

RESOLUTION NO.
A RESOLUTION AUTHORIZING
EXECUTION OF GRANT CONTRACT
(Minnesota Commerce Department)

BE IT RESOLVED that the Bemidji Police Department enter into a grant contract with the Minnesota Commerce Department, for the 2020-2021 Auto Theft Prevention Grant Project.

BE IT FURTHER RESOLVED that the Bemidji Chief of Police or the Bemidji Police Captain are hereby authorized to execute such contracts and amendments, as are necessary, to implement the project on behalf of the Bemidji Police Department and to be the fiscal agent and administer the grant for a two year period.

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:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Rita C. Albrecht, Mayor

Bemidji Police Department
Chief Mike Mastin
Policechief@ci.bemidji.mn.us



MEMORANDUM

To: Nate Matthews, City Manager
From: Mike Mastin, Chief of Police
CC: Michelle Miller, City Clerk
Date: 07/18/2019
Re: 2020 - 2021 Auto Theft Grant Acceptance Resolution

The Bemidji Police Department has been awarded the 2020 – 2021 Auto Theft Prevention grant in the amount of \$125,198.76. The grant period began on July 1st of 2019.

Attached you will find a grant contract from the Minnesota Commerce Department. The grant SWIFT Contract # is 162407. This grant contract must be accepted by council resolution.

My recommendation is to approve a resolution which authorizes the execution of this grant agreement between the Minnesota Dept of Commerce and the City of Bemidji.



Grant Contract

State of Minnesota

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Bemidji Police Department, 613 Minnesota Ave NW, Bemidji, MN 56601 ("Grantee").

Recitals

1. Under Minn. Stat. § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and automobile theft related crime. Grant awards pursuant to its Request for Proposals have been made for that purpose.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 **Activities.**

The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1).

2.2 **Reporting Requirements.**

Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at <https://dps.mn.gov/divisions/ojp/grants/Documents/grant-manual.pdf> and is incorporated by reference into this grant contract.

(1) **Financial Reporting.**

Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

(2) **Progress Reporting.**

Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the end of the reporting period.

(3) **Other Requirements.**

Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) **Evaluation.**

The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) **Requirement Changes.**

The State may modify or change all reporting forms at its discretion during the grant period.

(6) **Special Requirements.**

The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation.

The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the state in Exhibit A:

(1) \$61,797.78 is available for fiscal year 2020

(2) \$63,400.98 is available for fiscal year 2021

Grant funds available for fiscal year 2020 are permitted to be carried forward into fiscal year 2021 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

(1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.

(2) Any fund transfers must be approved in advance by the State's Authorized Representative, and will not be effective until an amendment to this Agreement has been executed.

(3) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$125,198.76.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

(b) Unexpended Funds.

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Markham Stock, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Michael Mastin, 613 Minnesota Ave NW, Bemidji, MN 56601, 218-333-8437. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment.

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments.

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver.

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete.

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property**10.1. Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. Intellectual Property Rights.

Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement**12.1 Publicity.**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement.

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination**14.1 Termination by the State.**

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 Termination for Cause.

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding.

The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION *EX*

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Carla Collins

Date: 7/15/19

SWIFT Contract/PO No(s). SC# 162407 / FY20 PO# 3-12515

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: ~~_____~~ / Mike Mastin

Title: Chief of Police

Date: 07-18-2019

Phone: 218-333-8437

Email: mmastin@ci.bemidji.mn.us

EXHIBIT A

Bemidji Police Department			
	Approved FY 2020	Approved FY 2021	Total Approved
Personnel			
Auto Theft Investigator	\$ 49,827.17	\$ 51,197.42	\$ 101,024.59
Payroll Taxes & Fringe			
Auto Theft investigator	\$ 8,470.61	\$ 8,703.56	\$ 17,174.17
Program Expenses			
Bait Devices and Service Plans	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00
Total	\$ 61,797.78	\$ 63,400.98	\$ 125,198.76

COUNCIL AGENDA ITEM



Meeting Date: August 5, 2019

Action Requested: Declare 1992 Ladder truck surplus and authorize disposal.

Prepared By: David Hoefer, Fire Chief *DHH*

Reviewed By: Nate Mathews, City Manager *Nate*

Background:

Bemidji Fire Department's capital replacement plan, a joint plan between the City of Bemidji and Bemidji Rural Fire Association, included a Ladder truck purchase in 2019. This purchase will replace a 1992 Ladder truck that the department no longer has a need for.

According to the Bemidji City Code Subdivision IV, Sec. 2-541, Disposal of Excess Property, the City Manager may, from time to time, recommend to the Council that certain personal property owned by the City is no longer needed for a municipal purpose and should be sold.

The Fire Department recommends that the following be declared surplus:

- 1992 International Ladder truck
- VIN #1HTGKCUR8NH409281

Recommendation:

Staff recommends that the City Council declare the 1992 Ladder truck as surplus and authorize the Fire Chief to dispose of said property.

COUNCIL AGENDA ITEM



Meeting Date: August 5, 2019

Return to Agenda

Action Requested: Consideration of Social Media Policy

Prepared By: Steve Jones, Community Development Director

Reviewed By: Nate Mathews, City Manager

Discussion: Use by the city and staff of web based and social media is increasing and becoming more complex. It has become a large part of our public face, and the public expects to access and communicate with us using a variety of platforms. It is important to set rules and parameters for their use.

Because we are attempting to upgrade our website and increase our presence on social media, now is a good time to get a comprehensive policy in place.

The city touches on some of these issues in their personnel policy, as well as in the telephone, electronic communications and internet use policy, but this proposed policy expands and guides beyond those initial policy statements.

The League of Minnesota Cities Insurance Trust also reviews such policies from time to time and recommends social media policies be in place.

Financial Impact: No additional cost is expected to the city for implementation of this policy.

Recommendation: Approve the attached policy. It is based off of the Model Policy created by the League of Minnesota Cities.

Attachments: Proposed Policy

Next Item

City of Bemidji, Minnesota

Social Media Policy

Purpose

Social networking in government serves two primary functions: to communicate and deliver messages directly to citizens and to encourage citizen involvement, interaction, and feedback. Information which is distributed via social networking must be accurate, consistent, and timely and meet the information needs of the City's customers. Since social media is used for social networking, this policy seeks to ensure proper use of the City of Bemidji's social media sites by its representatives.

The City of Bemidji wishes to establish a positive and informative social media presence. City representatives have the responsibility to use the City's social media resources in an efficient, effective, ethical and lawful manner pursuant to all existing City and departmental policies. This policy also provides guidelines and standards for city representatives regarding the use of social media for communication with residents, colleagues and all other followers.

Policy

The City of Bemidji will determine, at its discretion, how its web-based social media resources will be designed, implemented and managed as part of its overall communication and information sharing strategy. City social media sites may be modified or removed by the City at any time and without notice, as described in this document.

City of Bemidji social media accounts are considered a City asset and administrator access to these accounts must be securely administered in accordance with the City's Computer Use policy. The City reserves the right to shut down any of its social media sites or accounts for any reason without notice.

All social media web sites created and utilized during the course and scope of an employee's performance of his/her job duties will be identified as belonging to the City of Bemidji, including a link to the City's official web site.

Scope

This policy applies to any existing or proposed social media web sites sponsored, established, registered or authorized by the City of Bemidji. This policy also covers the private use of the City's social media accounts by all City representatives, including its employees and agents, Council members, appointed board or commission members and all public safety volunteers to the extent it affects the City. Questions regarding the scope of this policy should be directed to the City Manager and City Attorney.

Definition

Social media are internet and mobile-based applications, websites and functions, other than email, for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any imaginable topic. This may be referred to as "user-generated content" or "consumer-generated media."

Social media includes, but is not limited to:

- Social networking sites such as Facebook, LinkedIn, Twitter, Nextdoor, and online dating services/mobile apps
- Blogs
- Social news sites such as Reddit and BuzzFeed
- Video and photo sharing sites such as YouTube, Instagram, SnapChat, and Flickr
- Wikis, or shared encyclopedias such as Wikipedia
- An ever emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above

As used in this policy, “employees and agents” means all City representatives, including its employees and other agents of the city, such as independent contractors or Council members.

Rules of Use

City employees and agents with administrator access are responsible for managing social media websites. Facilities or departments wishing to have a new social media presence must initially submit a request to City Manager or their designee in order to ensure social media accounts are kept to a sustainable number and policies are followed. All approved sites will be clearly marked as the City of Bemidji site and will be linked with the official City website (www.ci.bemidji.mn.us). No one may establish social media accounts or websites on behalf of the City unless authorized in accordance with this policy.

Administration of all social media web sites must comply with applicable laws, regulations, and policies as well as proper business etiquette.

City social media accounts accessed and utilized during the course and scope of an employee’s performance of his/her job duties may not be used for private or personal purposes or for the purpose of expressing private or personal views on personal, political or policy issues or to express personal views or concerns pertaining to City employment relations matters.

No social media website may be used by the City or any City employee or agent to disclose private or confidential information. No social media web site should be used to disclose sensitive information; if there is any question as to whether information is private, confidential or sensitive, contact City Manager and City Attorney.

When using social media sites as a representative of the City, employees and agents will act in a professional manner. Examples include but are not limited to:

- Adhere to all City personnel and Computer Use policies
- Use only appropriate language

Be aware that content will not only reflect on the writer but also on the City of Bemidji as a whole, including elected officials and other city employees and agents. Make sure information is accurate and free of grammatical errors.

- Not providing private or confidential information, including names, or using such material as part of any content added to a site.
- Not negatively commenting on community partners or their services, or using such material as part of any content added to a site.
- Not providing information related to pending decisions that would compromise negotiations.
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases.
- Always keep in mind the appropriateness of content.
- Comply with any existing code of ethical behavior established by the City.

Where moderation of comments is an available option, comments from the public will be moderated by City staff, with administrative rights, before posting. Where moderation prior to posting is not an option, sites will be regularly monitored by City staff.

City of Bemidji's staff with administrative rights will not edit any posted comments. However, comments posted by members of the public will be removed if they are abusive, obscene, defamatory, in violation of the copyright, trademark right or other intellectual property right of any third party, or otherwise inappropriate or incorrect. The following are examples of content that may be removed by City staff before or shortly after being published:

- Potentially libelous comments
- Obscene or racist comments
- Personal attacks, insults, or threatening language
- Plagiarized material
- Private, personal information published without consent
- Comments totally unrelated to the topic of the forum
- Commercial promotions or spam
- Hyperlinks to material that is not directly related to the discussion

Personal Social Media Use

The City of Bemidji respects employees and agents' rights to post and maintain personal websites, blogs and social media pages and to use and enjoy social media on their own personal devices during non-work hours. The City requires employees and agents to act in a prudent manner with regard to website and internet postings that reference the City of Bemidji, its personnel, its operation or its property. Employees, agents, and others affiliated with the City may not use a city brand, logo or other city identifiers on their personal sites, nor post information that purports to be the position of the City without prior authorization.

City employees and agents are discouraged from identifying themselves as city employees when responding to or commenting on blogs with personal opinions or views. If an employee chooses to identify him or herself as a City of Bemidji employee, and posts a statement on a matter related to City business, a disclaimer similar to the following must be used:

“These are my own opinions and do not represent those of the City.”

Occasional access to personal social media websites during work hours is permitted, but employees and agents must adhere to the guidelines outlined in the City's Computer Use policy and the City's Respectful Workplace policy. Employees and agents should also review the Data Ownership section of this policy (below).

There may be times when personal use of social media (even if it is off-duty or using the employee's own equipment) may spill over into the workplace and become the basis for employee coaching or discipline. Examples of situations where this might occur include:

- Friendships, dating or romance between co-workers
- Cyber-bullying, stalking or harassment
- Release of confidential or private data; if there are questions about what constitute confidential or private data, contact City Manager and City Attorney.
- Unlawful activities
- Misuse of city-owned social media
- Inappropriate use of the city's name, logo or the employee's position or title
- Using city-owned equipment or city-time for extensive personal social media use

Each situation will be evaluated on a case-by-case basis because the laws in this area are complex. If you have any questions about what types of activities might result in discipline, please discuss the type of usage with City Manager and City Attorney.

Data Ownership

All social media communications or messages composed, sent, or received on city equipment in an official capacity are the property of the City and will be subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public upon request. The City of Bemidji also maintains the sole property rights to any image, video or audio captured while a City employee is representing the City in any capacity.

The City retains the right to monitor employee's social media use on city equipment and will exercise its right as necessary. Users should have no expectation of privacy. Social media is not a secure means of communication.

Policy Violations

Violations of the Policy will subject the employee to disciplinary action up to and including discharge from employment.

COUNCIL AGENDA ITEM



Meeting Date: August 5, 2019

Action Requested: Approve Quote for New Air Handler HVAC at the WWTF

Prepared By: Al Gorick, Superintendent, WWTF

**Reviewed By: Craig Gray, Director of Public Works
Nate Mathews, City Manager**

Background:

The air handler and air conditioning units for the administration building at the wastewater treatment facility failed upon start up this spring. The units are original equipment dating back 34 years to when the building was constructed in 1985. There are no longer any parts available for repair and the refrigerant is no longer a legal refrigerant. Thus a total replacement is necessary.

Recommendation:

Staff met with and obtained two quotes from local vendors. Both quotes comply with new efficiency requirements that go into effect August 1st, 2019 and will replace the compressor units, piping, air handler unit, controls and upgrade to the legal R410 refrigerant.

The two quotes that were received are:

- **Naylor Heating and Refrigeration: \$69,963.00**
- **Peterson Sheet Metal: \$93,900.00**

Funding for the project will come from the sanitary sewer utility fund. It is recommended that the city council pass a motion awarding the quote to Naylor Heating and Refrigeration for the sum of \$69,963.00.

COUNCIL AGENDA ITEM



Meeting Date: August 5, 2019

Return to Agenda

Action Requested: Consider Creative Minnesota Economic Study Contact to Review Impact of Arts in Our Community

Prepared By: Steve Jones, Community Development Director

Reviewed By: Nate Mathews, City Manager

Discussion: *Minnesota Citizens for the Arts* is able to do a study in our area (Beltrami, Cass, and Mahanomen Counties and the City of Bemidji) to ascertain the impact of arts in our community. The study will detail the number of artists, full and part-time jobs, type of work and wages, comparison with other jobs (wages), density, economic impact and comparison with other study areas.

We will use this data to learn about our area and the impact of arts in our city and region, which may enable us to find methods to increase its impact and uses. The information we obtain may also help us obtain grants to grow this or other areas of our economy and assist our local artists.

Finance: Study cost is \$1,750.00.

Recommendation: Approve the contract and expenditure of \$1,750.00

Attachments: Contract with the Minnesota Citizens or the Arts

Next Item



Creative Minnesota Economic Study

Contract

Your information:

- 1. Define your arts and culture study area so we can help you gather data about the arts and cultural organizations, events, and activities. Options: City, county, or region (set of counties)

What is the purpose of your participation in the study? Who will be your audience? Your city may be the center of activity but also consider where you are drawing your arts audiences from. Do people partake in arts and cultural activity throughout the county or region? If so, would you benefit from including surrounding interconnected communities in a countywide study? In very rural areas, it may be more useful to study the whole county.

A. STUDY AREA for arts and culture organizations:

City of Bemidji

OR County(s) of Beltrami, Cass, Mahnomen

Define your artist and creative worker study area. Options: County or Counties.

In addition to data about arts and culture organizations, your study will feature data about artists and creative workers, but this data is ONLY available at the county level. Please confirm the county or counties of focus for this part of your study.

B. STUDY AREA for artists and creative workers:

County(s) of Beltrami, Cass, Mahnomen

- 2. Tell us who will be your contact person for the study:

Name:

Steven C. Jones, Community Development Director

Organization:

City of Bemidji

Email:

Steven.Jones@ci.bemidji.mn.us

Phone:

218-759-3580 and 320-841-1793 (cell)

Mailing Address:

City Hall, 317 4th Street NW, Bemidji, MN 56601





Creative Minnesota Economic Study

3. Provide an alternate contact person for the study:

Name:

Nate Mathews, City Manager

Organization:

City of Bemidji

Email:

nate.mathews@ci.bemidji.mn.us

Phone:

218-759-3565

Mailing Address:

City Hall, 317 4th Street NW, Bemidji, MN 56601

What we provide:

CONTRACT

- Contract for your signature, including what we will deliver and what we need from you.

DATA COLLECTION & ANALYSIS

- Creative Minnesota will provide you a data collection list for you to complete with specific details about your local nonprofit arts and cultural organizations, events and activities.
- Creative Minnesota will provide you an easy to use guide describing what information to collect and how to collect this information.
- Creative Minnesota will review and analyze this data for your area (see 'results' on next page).
- Creative Minnesota will provide a comparative analysis of your results with other participating cities/counties/regions in Minnesota.

STUDY

You will receive the following at your release event:

- Two-page summary of your area's results (see examples under Local Studies at creativeMN.org).
- Key messaging about your area's results for promotion.
- A PowerPoint presentation describing the results of your study.
- An additional stand-alone document describing sources and methods.

PRESS & ONLINE REPRESENTATION

- We will provide, in consultation with you, a heads up press release with key messages about your area's results and details about the release event.





Creative Minnesota Economic Study

- We will provide, in consultation with you, a full press release of your area's results to go out on day of release event.
- Further Creative Minnesota promotion of your area's results to local and statewide press outlets and on Creative Minnesota and Minnesota Citizens for the Arts (MCA) social media (mncitizens4thearts | @MNCitizen).
- Inclusion of your area's study results on CreativeMN.org and MCA's website, artsMN.org.

LOCAL RELEASE EVENT

- Creative Minnesota will do a formal presentation of your study results at the event/venue of your choice (scheduling with Creative Minnesota based on available dates and times).

OTHER

- In added recognition of your participation, some of your area's study results will be included in the full Creative Minnesota 2021 report, in both printed and online versions, which have wide distribution.

DELIVERY OF THE MATERIALS

You will receive the above listed materials according to the schedule on page two of this document. Please note all documents will be delivered electronically via download, except for the contract.

STUDY COST

The total cost for this study is \$1,750.00

Detailed Results:

1. ARTISTS and CREATIVE WORKERS, County Level Data FY16:

- Total number of artists and creative workers
- Number of full and part time artists and creative workers
- Most common creative worker jobs in county
- Average creative worker wage in county
- Average overall wage in county
- Comparison of creative worker wage overall average wage
- Creative worker density per 1000 workers
- Economic impact of artists and creative workers
- Comparisons of artists and creative workers' data in the study county compared to other participating study areas

2. NONPROFIT ARTS and CULTURE AUDIENCES, Your Chosen Level of Data FY16:

- Total number of attendees at nonprofit arts and culture events
- Amount spent per attendee in area
- Total economic impact of attendees





Creative Minnesota Economic Study

3. **NONPROFIT ARTS AND CULTURE ORGANIZATIONS, Your Chosen Level of Data FY16:**

- List of participating nonprofit arts and culture organizations
- Total number of nonprofit arts and culture organizations
- Types of nonprofit arts and culture organizations by genre category
- Budget sizes of participating arts and culture organizations by category
- Economic impact of nonprofit arts and culture organizations
- Comparisons of nonprofit arts and culture organization data in the study area compared to other participating study areas

4. **BOTH NONPROFIT ORGANIZATIONS and AUDIENCES, Your Chosen Level of Data FY16:**

- Total economic impact of nonprofit arts and culture organizations plus their audiences
- Full time equivalent jobs supported by the spending of nonprofit arts and culture organizations plus their audiences
- Resident household income supported by the spending of nonprofit arts and culture organizations plus their audiences
- Local government revenues supported by the spending of nonprofit arts and culture organizations plus their audiences
- State government revenues supported by the spending of nonprofit arts and culture organizations plus their audiences
- Total government revenues supported by the spending of nonprofit arts and culture organizations plus their audiences

5. **OTHER**

- Population from current census estimate
- Rank among participating geographies in population and per capita economic impact from arts and culture



Creative Minnesota Economic Study
NARRATIVE

The purpose of this letter is to serve as a letter of agreement for City of Bemidji participation in the Creative Minnesota Local Economic Study. As we have discussed, this service will enable you to measure—in a reliable and affordable manner—the economic impact of individual artists and nonprofit arts and culture organizations on four key areas of your area’s economy: the economic impact of nonprofit arts and cultural organizations, their audiences, artists, and creative workers.

METHODOLOGY

Creative Minnesota partnered with Americans for the Arts’ Arts and Economic Prosperity project in 2015 and 2017 to study Minnesota’s nonprofit arts and culture organizations (published 2015) and artists and creative workers (published 2017). The research methodology developed with highly regarded economists from the Georgia Institute of Technology has repeatedly proven credible and accurate. Arts administrators, legislators, advocates, media, and others from across the country regularly use AFTA’s data to demonstrate the value of arts and culture to their community. To date, AFTA has completed economic impact studies in about 400 U.S. communities ranging geographically from Alaska to Florida, in population from 4,000 to 3 million, and by community type from rural to large urban.

We will use the economic modeling gained from our partnership with AFTA for your study, along with additional beneficial data sources. (Detailed information on sources and methods can be found in the Creative Minnesota 2019 study which you can download for free at CreativeMN.org. In that study, sources and methods on Artists and Creative Workers research can be found on pages 33-34, and on Nonprofit Arts and Culture Organizations and their Audiences research can be found on pages 35-36.

BELOW IS AN OVERVIEW OF THE METHODOLOGY USED BY AFTA TO DETERMINE ECONOMIC IMPACT OF ARTISTS AND CREATIVE WORKERS.

Their methodology for studying the economic impact of nonprofit arts and culture organizations is similar.

MEASURING THE ECONOMIC IMPACT OF SPENDING BY INDIVIDUAL ARTISTS

Expenditures by individual artists provide a significant impact on their local and state economies. They are employers, producers, and consumers. Spending by individual artists is far reaching: they may pay employees and/or other artists, they purchase supplies, they contract for services, and they acquire assets. These actions, in turn, support local jobs, create household income, and generate revenue to the local and state governments.



Creative Minnesota Economic Study

In partnership with Americans for the Arts, Minnesota Citizens for the Arts surveyed over 40,000 Minnesota artists, 2100 of whom fully completed the survey, to measure the expenditures of Minnesota's individual artists per artist by region.

In partnership with the project economist, Americans for the Arts built unique input/output models—one for each of Minnesota's 11 arts regions. These input/output models measure the economic impact of the dollars spent by the State's individual artists. Each econometric model will be customized specifically for the economic characteristics of a different arts region, considering regional industry, tax, and commerce differences. For the purposes of this study, economic impact is defined using these four measures: (1) full-time equivalent jobs, (2) household income paid to residents, (3) revenue generated to the local (city and county) government, and (4) revenue generated to state government.

Once the data collection process was complete, Americans for the Arts computerized the data and analyzed all survey data for use in the economic models.

STATE OF THE ART ECONOMIC ANALYSIS

Input/output analysis will be used to determine the economic impact in your community. An input/output model is a system of mathematical equations that combine statistical methods and economic theory in an area of economic study called econometrics. It is based on a matrix which tracks the dollar flows between 533 finely detailed industries within your community and allows researchers to determine the economic impact of local spending on jobs, household income, and government revenue. Our economist built 11 input/output models, each one customized to reflect the unique economy of one of Minnesota's arts regions.

Your input/output model is designed to measure both the direct and indirect economic impacts of expenditures by Minnesota's individual artists. That is, (1) the economic impact resulting from the initial expenditures by the artists and (2) the economic impact of the dollars being re-spent in—or "rippling" through—the region. How can a dollar be "re-spent" in a community? Consider this example:

An artist purchases a gallon of paint from the local hardware store for \$10 (this generates the "direct economic impact"). The hardware store then uses a portion of the \$10 to pay the sales clerk's salary; the sales clerk re-spends some of the money for groceries; the grocery store in turn uses some of the money to pay its cashier; the cashier then spends some for the utility bill; and so on (these are the "indirect economic impacts").

Your input/output model will measure each round of spending until the dollars spent by the individual artists have "leaked" out of the local economy. How does money "leak" out of the community? To continue the example above:



Creative Minnesota Economic Study

The hardware store spent a portion of the \$10 to pay the clerk's salary. But another portion of the \$10 was paid to a paint distributor. Because the paint distributor is in another state, that portion of the \$10 has no impact on the local community—instead, that portion has “leaked” from the local economy.

CONTRACTUAL CLAUSES

- You shall be granted a perpetual, royalty-free license to utilize the findings from the study and the customized deliverables provided to you by Creative Minnesota for the purposes of evaluating, supporting, and advocating for arts and cultural programming within the State of Minnesota.
- You shall be granted perpetual, royalty-free license to disseminate the results from this study, but you are required to credit Creative Minnesota and Americans for the Arts as the source of the analysis and findings in each instance.
- Creative Minnesota will retain the rights to use all raw survey data, data analysis, and customized findings in the work of Minnesota Citizens for the Arts or Creative Minnesota in furtherance of their nonprofit mission to advance the arts in Minnesota.
- You are required to include the Creative Minnesota logo in all print and online materials that reference this study. Creative Minnesota will provide logo files appropriate for use online and in print to study partners.
- Creative Minnesota will deliver the final reports for this study in pdf format. You are prohibited from modifying the data findings in any way. You may, however, make edits and additions to the acknowledgments, add an introduction page written by a representative of your organization, or add additional pull-quotes.
- Americans for the Arts, Minnesota Citizens for the Arts, Creative Minnesota and the City of Bemidji do not intend to establish, and in fact do not hereby establish a partnership, joint venture, or agency relationship. Each party is responsible for the consequences of its own actions.
- To the extent that one party (the Indemnified Party) suffers or incurs liability, damages, or expense (including reasonable attorney fees) in defense of a third-party legal proceeding arising out of the negligence or other wrongful conduct of the other party (the Indemnifying Party), the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for the same.
- Any dispute of any nature arising out of or under this contract which is not disposed of by the agreement of the parties shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association. Such arbitration will be conducted in Minnesota and Minnesota law shall apply. Any decision or award may be submitted to a court of competent jurisdiction for enforcement. Notwithstanding the foregoing, either party may seek injunctive or similar relief in a court of law.
- Arts&EconomicProsperity® is a registered trademark of Americans for the Arts.



Creative Minnesota Economic Study

STATEMENT OF AGREEMENT

For Creative Minnesota and Minnesota Citizens for the Arts:

On behalf of Creative Minnesota and Minnesota Citizens for the Arts, I look forward to our partnership on this project to evaluate the economic impact of artists and creative workers and nonprofit arts and culture organizations in (area) Beltrami, Cass and Mahkoma Counties and City of Bemidji

We agree to comply with all our requirements set forth herein.

Name: Sheila Smith, Chair of Creative Minnesota

Signature: _____ Date: _____

For City of Bemidji

Nate Mathews, City Manager acknowledges that we have retained a copy of this Letter of Agreement.

We agree to comply with all our requirements set forth herein. I acknowledge that this contract is the sole governing agreement for these services. I confirm that I am authorized to execute and am executing this document on behalf of

City of Bemidji and in so doing legally bind City of Bemidji

I further acknowledge that if the foregoing representation of authority is false, I shall be personally liable for all harm suffered by Minnesota Citizens for the Arts and Creative Minnesota because of such misrepresentation.

Name: Nate Mathews

Title: City Manager

Signature: *Nate Mathews*

Date: 7/19/2019

RESOLUTION NO.

A RESOLUTION ORDERING THE SECURING OF A VACANT BUILDING(S) LOCATED AT 812 IRVINE AVE NW

WHEREAS, the City Council of the City of Bemidji finds that the residential building located at 812 Irvine Avenue NW is vacant and hazardous because it is open to trespass and has not been secured based on the following circumstances:

- Broken and/or unsecured windows
- Broken and/or unsecured doors

WHEREAS, the conditions listed above are more fully documented in the attached letter dated July 15, 2019, posted Notice sign, and photographs; and

WHEREAS, pursuant to Minnesota Statute 463.251, the City Council of the City of Bemidji finds that the building could be made safe by securing the residential building.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEMIDJI, MINNESOTA AS FOLLOWS:

1. That pursuant to the foregoing findings and in accordance with Minn. Stat. § 463.251, the council orders the owner of the property located at 812 Irvine Avenue NW be properly secured by taking the following actions:
 - a. Within six days of service of this Order, that the owner secure the residential building by boarding broken and/or unsecured windows and doors.
 - b. If owner fails to comply, the City of Bemidji Building Department shall facilitate securing of the residential building by boarding broken and/or unsecure windows and doors.
2. That the owner, the owner's agent, or the holder of the sheriff's certificate of sale has six (6) days after the order is served to do one of the following:
 - a. Comply with this order.
 - b. Provide the council with a reasonable plan and schedule to comply with the order.
 - c. Request a hearing before the council challenging the council's determination that the property is vacant or unoccupied and hazardous.
3. That if the owner, the owner's agent, or the holder of the sheriff's certificate fails to comply with options outlined in section 2 of this order, the council will take action to secure the building.
4. That all work must be completed in compliance with all applicable codes and regulations, pursuant to proper permits from the city.
5. That the holder of any sheriff's certificate has a duty under Minn. Stat. § 582.031, subd. 1(b) to enter the premises to protect it from waste and trespass if the order is not challenged or set aside and there is prima facie evidence of abandonment of the property as described in Minn. Stat. § 582.032, subd. 7.
6. That if the city must take actions to enforce this order, all enforcement costs will be specially assessed against the property and collected in accordance with Minn. Stat. §§ 463.251, 463.21, and 463.151.

Next Item

7. That the city attorney is authorized to serve this order upon the owner of the premises at 812 Irvine Avenue NW, the holder of the sheriff's certificate of sale, and all lien holders of record.

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

Ayes:
Nays:
Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Rita C. Albrecht, Mayor

CERTIFICATION

State of Minnesota }
 }
County of Beltrami }

I hereby certify that the above is a true and correct copy of Resolution No. ____ duly passed, adopted and approved by the City Council of said City on August 5, 2019.

Michelle R. Miller, City Clerk



Bemidji City Hall • 317 4th Street NW
Bemidji, Minnesota 56601-3116

7/15/19

NOTICE OF POSSIBLE HAZARDOUS BUILDING PETITION & ORDER

GARY T. O'SHEA
2601 DELTON AVE NW #72
BEMIDJI, MN 56601

RE: 812 IRVINE AVE NW
Parcel # 80.01290.00

Dear Gary O'shea,

Because of inadequate maintenance, dilapidation, physical damage, unsanitary conditions, or abandonment, the property you own at the above address has been found to constitute a hazard to public health and safety. Therefore, the following repairs and/or corrections are required:

1. SECURE THE PROPERTY IN A MANNER SUCH THAT IT MINIMIZES WEATHER INFILTRATION AND UNOOTHERIZED ENTRY TO PREMISES.
2. REPAIR STRUCTURE INCLUDING ROOF, WALLS, WINDOWS, DOORS & EXTERIOR SO THAT IT IS WEATHER RESISTANT AND NO LONGER PRESENTS A DANGER TO THE GENEAL PUBLIC.

Pursuant to Minnesota Statutes Sections 463.15-463.26, in the near future, the Bemidji City Council will be considering a Hazardous Building Petition and Order to correct or remove the hazardous conditions of the building and/or property, or to raise or remove such building.

Please contact the Building Office on or before **JULY 26, 2019** with your intentions, or call (218) 759-3596 if you have any questions regarding this letter and impending action by the City.

Sincerely,



Bryan Kerby
Building Official

BK/tb

cc: Alan R. Felix, City Attorney

NOTICE

812 IRVINE AVE NW

THIS BUILDING IS DEEMED UNSAFE FOR HUMAN OCCUPANCY

**UNDER SECTION 10 OF THE CITY OF BEMIDJI CODE OF ORDANCES
2015 Minnesota State Building Code Chapter 1300**

1300.0180 UNSAFE BUILDINGS OR STRUCTURES

A building or structure regulated by the code is unsafe, for purposes of this part, if it is structurally unsafe, not provided with adequate egress, a fire hazard, or otherwise dangerous to human life.

Building service equipment that is regulated by the code is unsafe, for purposes of this part, if it is a fire, electrical, or health hazard; an unsanitary condition; or otherwise dangerous to human life. Use of a building, structure, or building service equipment constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is, for the purposes of this part, an unsafe use. Parapet walls, cornices, spires, towers, tanks, statuary, and other appendages or structural members that are supported by, attached to, or a part of a building and that are in deteriorated condition or otherwise unable to sustain the design loads that are specified in the code are unsafe building appendages.

The building official shall order any building or portion of a building to be vacated if continued use is dangerous to life, health, or safety of the occupants. The building official shall have the authority to order, disconnection of utility services to the building, structure, or system, regulated by the code, in case of an emergency to eliminate a hazard to life or property. The order shall be in writing and state the reasons for the action.

All unsafe buildings, structures, or appendages are public nuisances and must be abated by repair, rehabilitation, demolition, or removal according to Minnesota Statutes, Sections 463.15 to 463.26.

No Occupancy Allowed / Obtain Permit to Demolish
DEPARTMENT OF BUILDING, CITY OF BEMIDJI


BUILDING OFFICIAL / INSPECTOR

DATE 7/15/2019

ANY UNAUTHORIZED PERSON REMOVING THIS SIGN WILL BE PROSECUTED

Any person aggrieved by this Order or Notice, may appeal to the Housing Appeals Board by filing a written notice of appeal with the Building Department within 10 business days after receipt of such Order or Notice. The appeal shall contain a statement setting forth the grounds for the appeal and be accompanied by a check for \$200.00 made payable to the City of Bemidji.





NOTICE
BEFORE USE OF
THIS BUILDING IS DEEMED
UNSAFE FOR HUMAN OCCUPANCY
BY THE CITY OF CHICAGO
ON 08/15/2018
BY THE CITY OF CHICAGO
DEPARTMENT OF PUBLIC WORKS
DIVISION OF INSPECTION AND PERMITS
1100 N. LAKE ST. CHICAGO, IL 60610
TEL: 312.437.3300



PISS
HOUSE

NOTICE
812 IRVINE AVE NW
**THIS BUILDING IS DEEMED
UNSAFE FOR HUMAN OCCUPANCY**
UNDER SECTION 16 OF THE CITY OF DENVER CODE OF ORDINANCES
2013 DENVER LOCAL BUILDING CODE CHAPTER 1209
A building is deemed unsafe for human occupancy if it is found to be in violation of the following:
1. The building is in violation of the International Building Code (IBC) or any other applicable code.
2. The building is in violation of the International Residential Code (IRC) or any other applicable code.
3. The building is in violation of the International Fire Code (IFC) or any other applicable code.
4. The building is in violation of the International Mechanical Code (IMC) or any other applicable code.
5. The building is in violation of the International Plumbing Code (IPC) or any other applicable code.
6. The building is in violation of the International Electrical Code (IEC) or any other applicable code.
7. The building is in violation of the International Energy Conservation Code (IECC) or any other applicable code.
8. The building is in violation of any other applicable code or ordinance.
The Occupancy Abandoned / Obtain Permit to Demolish
REGISTRATION OR RECORDING ACT OF DENVER
DATE: 2/27/2017
NO PERSON REMOVING THIS SIGN WILL BE PROSECUTED
If you are not the building owner, please contact the Denver Department of Public Health and Environment at 720-725-8300. The sign will be removed if you provide the appropriate documentation to the Department by 12:00 PM on the date in the City of Denver.





Pipes
House

The 8th Annual Mississippi River Cities & Towns Initiative
Organizational Meeting



Draft Agenda

Title Sponsor: **FedEx**®

Unless otherwise noted, all sessions and events are open to all mayors and other officially invited attendees.
Meeting services are located within the Bass Pro Pyramid, 1 Bass Pro Drive, Memphis, TN 38105
Check www.mrcti.org frequently for Annual Meeting Agenda updates.

September 16

Special Mayoral Event: Deployment of First Whole-Mississippi-River Nutrient Sensor

3:00pm – 4:00pm, Beale Street Landing (Dock Side), 251 Riverside Dr, Memphis, TN

MRCTI Executive Committee Members will join officials from the U.S. Department of Interior and executives from American Queen Steam Boat Company as they launch the first private-carry nutrient sensor for the River. *Mayors and guests may gather in the store lobby of the Bass Pro Pyramid at 1:00pm to load buses for the dock.*

Presiding: Frank Klipsch, Mayor of Davenport, IA, MRCTI Co-Chair
Lionel Johnson, Mayor of St. Gabriel, LA, MRCTI Co-Chair

Introduction: USGS REPRESENTATIVE

Partnership: AMERICAN QUEEN STEAM BOAT COMPANY REPRESENTATIVES



September 17

Registration

10:00am – 6:00pm, Bass Pro Pyramid, Main Lobby, 1st floor

Welcome Reception & Opening Ceremony

Welcome Reception

6:00pm – 6:30pm, Beale Street Landing (whole venue) 251 Riverside Dr, Memphis, TN

The Landing is one of the Mississippi's premier river-side venues as it is a cruise vessel dock, a riverfront park, entertainment space, and an example of cutting-edge adaptive design.

Mayors and guests may gather in the main lobby of the Bass Pro Pyramid at 5:30pm to load buses.

*Presiding: Frank Klipsch, Mayor of Davenport, IA, MRCTI Co-Chair
Lionel Johnson, Mayor of St. Gabriel, LA, MRCTI Co-Chair*

Welcome: HON. JIM STRICKLAND Mayor of Memphis, TN HON. Mayor of West Memphis, AR

Opening Ceremony and Exclusive Bridge Light Show

6:30pm – 8:00pm, Beale Street Landing (whole venue) 251 Riverside Dr, Memphis, TN

Join Mayor Strickland as he and the MRCTI Co-Chairs open the 8th Annual Meeting of the Mississippi River Cities & Towns Initiative through recognition of Memphis' Bicentennial followed by a light show for MRCTI along the Hernando de Soto Bridge.

Opening: THE HON. LIONEL JOHNSON Mayor of St. Gabriel, LA MRCTI Co-Chair THE HON. FRANK KLIPSCH Mayor of Davenport, IA MRCTI Co-Chair

Ceremony: Procession of Colors

Welcome: THE HON. JIM STRICKLAND Mayor of Memphis, TN

Light Show: ROBERT KNECHT Director, Public Works City of Memphis



September 18

Registration

7:30am – 5:00pm, Bass Pro Pyramid, Main Lobby, 1st floor

Opening Breakfast Plenary: The 2019 Flood – Economic Equality, Vulnerability, Risk

8:00am – 9:30am, National Civil Rights Museum, 450 Mulberry St, Memphis, TN

Mayors and guests may gather in the Bass Pro Pyramid store lobby at 7:15am to load buses for the venue.

*Presiding: Sharon Weston Broome, Mayor of Baton Rouge, LA
Rick Eberlin, Mayor of Grafton, IL*

Presentation: The 2019 Flood Season: Resilience, Recovery, and the Path to Systemic Solutions

Mayors' Press Conference

10:00am – 10:30am, Beale Street Landing Overhang, 251 Riverside Dr, Memphis, TN

Mayor Strickland, Mayor Klipsch, and Mayor Johnson will convene a press conference to make announcements regarding the Mississippi River.

Presiding: Frank Klipsch, Mayor of Davenport, IA, MRCTI Co-Chair
Lionel Johnson, Mayor of St. Gabriel, LA, MRCTI Co-Chair

Introduction: THE HON. JIM STRICKLAND
Mayor of Memphis, TN

SESSION: INFRASTRUCTURE – PROJECTS, INVESTMENTS, WATER, AND RESILIENCE

10:45am – 12:20pm, Halloran Center for the Performing Arts & Education Reception Hall

Moderating:
Brant Walker, Mayor of Alton, IL

Greetings: JILL PIETRUSINSKI
District Governor
Rotary Club

Partnership: THE HON. TIM KABAT
Mayor of La Crosse, WI

ROSALIE A. SCHNICK
Rotary Club, La Crosse, WI

Investment Introduction: ALEXANDER LOUCOPOULOS
Partner
Sciens Capital Management

Lunch Plenary: Developing a New Partnership with Rotary International

12:30pm – 1:50pm, Halloran Center for the Performing Arts & Education Center Main Lobby

Presiding: Jim Strickland, Mayor of Memphis, TN

Welcome: BRETT BATTERSON
President & CEO
The Orpheum Theater Group

Keynote: BARRY RASSIN
President
Rotary Club International

2020 Mtg Preview: THE HON. RITA ALBRECHT
Mayor, City of Bemidji, MN

Break, 4:00pm – 5:00pm

SESSION: BUILDING OUR TRASH FREE FRESHWATER ECONOMY

2:00pm – 4:00pm, Halloran Center for the Performing Arts & Education Reception Hall

Moderating: Rita Albrecht, Mayor of Bemidji, MN
Belinda Constant, Mayor of Gretna, LA

Introduction, BARBARA HENDRIE, PHD (invited)
Announcement: Director, North America
United Nations Environment Program

Remarks: SAMI ANDOURA (invited)
Sustainable Development Leader
European Political Strategy Centre
European Commission

Presentation:

Update: SARAH DEARMAN
Executive Director
Circular Economy Accelerator

<i>Corporate</i>	REPRESENTATIVE	REPRESENTATIVE	REPRESENTATIVE
<i>Roundtable:</i>	Unilever	McDonald's	Pepsi Corporation

Host City Showcase & Dinner

Memphis Bicentennial Performance • Barbeque & Bourbon Tours •
MRCTI Awards Ceremony • Night on Beale Street



Brought to you by the City of Memphis, this will be a showcase dinner like none other. Join Mayor Strickland for an emersion into the best of Memphis and Tennessee beginning with a live musical performance followed by barbecue and bourbon tours at historic Old Dominick Distillery. Then, explore world-famous Beale Street.

Host City Showcase Opening Performance

6:00pm – 6:30pm, Old Dominick Distillery, 305 S Front Street

Mayor Strickland will welcome everyone to an evening guaranteed to make an impression as things begin with a drum performance by the nationally recognized Memphis Grizzline.

Buses will begin loading at main entrance of the Hotel Blackhawk at 5:15pm to transport mayors and guests to the dinner venue. Buses will return guests to the Hotel Blackhawk beginning at 8:30pm.

*Presiding: Jim Strickland, Mayor of Memphis, TN
Frank Klipsch, Mayor of Davenport, IA, MRCTI Co-Chair
Lionel Johnson, Mayor of St. Gabriel, LA, MRCTI Co-Chair*

Welcome:

Greetings:

Host City Dinner: Memphis Barbeque and Tennessee Bourbon Tours

6:30pm – 8:00pm, Old Dominick Distillery, 305 S Front Street

The City of Memphis invites Mayors of the Mississippi River to tour the historic Old Dominick Distillery sampling the tastiest Barbeque in the region as well as the finest, smoothest bourbon the State of Tennessee has to offer.

Greeting:

*Recognition
Of the MRCTI COLIN WELLENKAMP
Exec Comm: Executive Director, MRCTI*

Beale Street

8:00pm – 9:00pm, Beale Street

After you've sampled all the barbeque and bourbon you want at Old Dominick, join us as we take-in the fantastic sights and sounds of world-famous Beale Street. Explore the rhythmic ups and downs of Blues music's heart and soul destination. *Buses will provide back-and-forth between Beale Street and Old Dominick.*

Remarks: NEWLY ELECTED MRCTI CO-CHAIRS

Nominations: MRCTI 2023 ANNUAL MEETING HOST CITY CANDIDATES

Note: Every five years, the MRCTI Annual Meeting is hosted in our headquarter city of St. Louis which is where the 2022 10th Anniversary Meeting will take place. Thus, nominations will be accepted for upper stem cities to host the 2023 Annual Meeting.

12:00pm – Adjourn

Excursion: Tour of Graceland, TN

1:00pm – 5:00pm, Graceland, TN



MRCTI has partnered with the Memphis Convention & Visitors Bureau and Graceland USA to escort up to 20 mayors (including spouses) on an excursion touring the legendary home of Elvis Presley, Graceland. This is a first-come, first-serve opportunity. Lunch is provided at Vernon's Smokehouse in Graceland.

Buses will depart the Bass Pro Pyramid at 1:00pm.

COUNCIL AGENDA ITEM



Meeting Date: August 5, 2019

Return to Agenda

Action Requested: Approve Carnegie Lease Agreements

Prepared By: Marcia Larson, Parks and Recreation Director *ML*

Reviewed By: Nate Mathews, City Manager *Nate*

Background

The Carnegie Project is nearing completion and the open house is scheduled for August 10 from 3:30 to 5:00 p.m. The Carnegie Building use has been identified as an “event rental” in the upstairs space and longer term leased space in the basement. A diagram of the leased space in the basement is attached as are the two lease agreements one for Lower Level South and one for Lower Level North.

The Bemidji Jaycees’ representative Josh Peterson have met with City staff and reviewed the lease terms and space (LLS) to ensure a good fit with both the Jaycees and the City’s needs. Greater Northern Counseling Services, a local business, has also reviewed the lease space (LLN) and agreement and feels the space will meet their needs well.

The City Attorney has reviewed the lease agreements. The initial term of the lease is 16 months – starting on September 1, 2019. This will give the City and tenants the option to review the lease at the end of 2020 as some of the expenses of operations and maintenance of the building are unknown at this time. The overall budget for the building includes \$21,200 in operating expenses (utilities, insurance etc). The lease agreements will generate \$11,112 in rent annually. The 2020 budget does not include any revenue from event rentals.

The City will also provide parking in the Paul Bunyan Parking lot for the tenants of the Carnegie Building as off-street parking at the Carnegie is not available. The City will provide for snow removal of adjacent sidewalks and janitorial for common areas of the building as the building will also be used for other purposes in the upstairs.

Recommendation:

It is recommended that the City Council approve the two Carnegie Lease Agreements between the City of Bemidji and the Bemidji Jaycees and City of Bemidji and Greater Northern Counseling Services.

Carnegie Lease Agreement (Lower Level South)

THIS LEASE AGREEMENT is entered into on _____, 2019 (“Effective Date”) by and between the **City of Bemidji, Minnesota**, a municipal corporation, hereinafter referred to as CITY, and the **Bemidji Jaycees**, a not-for-profit civic corporation, hereinafter referred to as TENANT.

WHEREAS, CITY has restored and refurbished its historical Carnegie Library Building, including the lower level to accommodate two (2) commercial office lease use spaces, referred to as Lower Level North and Lower Level South; and

WHEREAS, CITY and TENANT wish to enter into a lease arrangement for the Lower Level South commercial office space and related common areas, including shared use of the lower level bathroom, kitchenette and waiting areas.

NOW THEREFORE, CITY and TENANT, in consideration of the rents, covenants, terms and conditions hereinafter specified, do hereby agree with each other as follows:

1. **LEASED PREMISES.** CITY leases to TENANT and TENANT leases from CITY that portion of the Carnegie Building known as Lower Level South. The leased area consists of an approximate 558 sq.ft. defined area, as shown in **Exhibit “A”**, (hereinafter the “Leased Premises”), plus shared use of the common area kitchenette/break room and rest rooms, together with all rights, easements and servient estates appurtenant to the Leased Premises.

2. **INITIAL TERM.** The term of this Lease shall be sixteen (16) months, commencing on September 1, 2019 and ending at 12:00 noon on August 31, 2020, upon the condition that Tenant pays rent therefore, and otherwise performs as provided in the Lease.

3. **OPTION TO RENEW.** The Lease agreement may be renewed for five (5) additional one (1) year terms. To exercise a renewal option, TENANT shall indicate in writing its intent to exercise said option thirty (30) days prior to the expiration of this Lease Agreement, and thereafter, by thirty (30) days prior to the expiration of the renewal term then in effect. During each renewal term, excepting the amount and payment of rent and utilities, the same terms and conditions of this Lease Agreement shall remain in effect unless modified by subsequent written agreement of the parties. At the conclusion of the original term, and each renewal term thereafter, the parties shall renegotiate the amount and payment of rent and utilities for any renewal period. Such renegotiated terms shall be reduced to writing as an addendum to this Lease Agreement.

4. **RENT-INITIAL PERIOD.** TENANT agrees to pay CITY at the Bemidji City Hall, or at such other place or manner designated by CITY, without any prior demand therefore and without any deduction or setoff whatsoever, fixed rent at the rate of **\$465.00 (558 x 10 divided by 12)** per

month starting on September 1, 2019, and on the first of each succeeding calendar month thereafter during the initial term of this Lease. The rent shall include the following:

Rent, utilities (other than private telecommunication services) and general daily office custodial service.

5. **OTHER RENT.** All taxes, charges, costs and expenses that TENANT assumes or agrees to pay under this Lease Agreement, together with all interest and penalties that may accrue thereon in the event of a failure of the TENANT to pay those items, and all other damages, costs, expenses, and sums that CITY may incur or suffer, or that may come due, by reason of any default of TENANT or failure of TENANT to comply with the terms and conditions of this Lease Agreement shall be deemed to be additional rent, and, in the event of nonpayment, CITY shall have all rights and remedies as provided by this Lease Agreement and the law for failure to pay rent.

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The Leased Premises is currently tax exempt, and is expected to remain tax-exempt property as to the CITY under this Lease Agreement. However, as a non-governmental lessee, TENANT shall bear the cost of all real estate taxes (personal property taxes) and special assessments, and governmental charges of any kind whatsoever, if any, that may at any time be lawfully assessed or levied against or with respect to the Leased Premises or to any furnishings, equipment or other property installed or brought by TENANT therein or thereon.

7. **ADDITIONAL SERVICES.** CITY shall ensure that appropriate private utility infrastructure (Telecommunications primarily) is installed to serve the Leased Premises. However, TENANT shall bear the cost of any service or installation charges and the monthly billing connected with the use or repair of private telecommunication services.

8. **USE OF PREMISES.** TENANT shall use the Leased Premises only for its Jaycees related business operations and practices, subject to the terms and conditions of this Lease Agreement. TENANT shall neither use or occupy the Leased Premises or any part thereof for any unlawful, disreputable or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. TENANT shall immediately, on discovery of any unlawful, disreputable or ultra-hazardous use, take action to halt such activity.

9. **SIGNAGE.** Given the historical status of the Carnegie Building, no commercial exterior signage is permitted on the building or building grounds. However, CITY shall provide limited interior signage informing of the TENANT's occupancy in the Carnegie Building. ***TENANT shall not be permitted to place signage on or for the Leased Premises.***

10. **POSSESSION.** TENANT shall be entitled to possession on the first day of the term of this Lease Agreement, and shall yield possession to the CITY at the time and date of the termination of the Lease term, unless otherwise expressly provided in this Lease Agreement. Should CITY be

unable to give possession on said date, TENANT's only damages shall be a rebating of the pro rata rental.

11. ACCESS BY TENANT. TENANT and its employees, customers, agents and invitees shall have the nonexclusive right to use, for entering and exiting from the Leased Premises, the common hallway(s), the "north" entrance door, and the sidewalk(s) serving the Carnegie Building which provide reasonable and convenient access between the Leased Premises and the public rights-of-way. Further, CITY shall provide and maintain the Leased Premises and the Carnegie Building with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local entities having jurisdiction and authority in connection with this property.

12. PARKING. In that off-street parking is not available at the Carnegie Building, TENANT shall be responsible for parking for TENANT's employees, customers, agents and invitees, in relation to its lease and use of the Leased Premises. However, the City Parks and Recreation Director shall provide up to two (2) "parking passes" for use by TENANT and its employees for the Parking Lot located near the Tourist Information Center and Paul Bunyan and Babe.

13. QUIET ENJOYMENT. Upon payment of the rent and performance of the covenants and agreements on the part of the TENANT to be performed hereunder, TENANT shall have quiet and peaceable possession of the Leased Premises during the term of the Lease Agreement.

14. SURRENDER OF PROPERTY. Upon the expiration or termination of the Term of this Lease Agreement, TENANT shall at its own expense:

- a. remove all items of personal property and equipment,
- b. repair any damage (less reasonable wear and tear) and make any necessary replacements caused or necessitated by such removal, and
- c. quit and deliver up premises to CITY, peaceably and quietly, in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

15. UTILITIES, MAINTENANCE AND REPAIR.

A. UTILITIES.

i. CITY initially shall pay all charges of public or private utility companies or commercial suppliers for electricity, water, sewage, natural gas, and other forms of energy, if any, furnished to the Carnegie Building, including the Leased Premises.

ii. TENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, and any other utility or service, whether such is furnished by the CITY or obtained and paid for by TENANT.

B. **MAINTENANCE.** The parties shall share the responsibility and cost of maintenance, janitorial and common area expenses as follows:

i. CITY shall be responsible for and shall keep in good repair and operating condition at its own expense:

a. All structural parts of the existing building containing the Leased Premises, including roof, glass windows, doors, foundation and all structural parts of the floors, walls and ceilings,

b. All existing mechanical and utility systems serving the Leased Premises, including electrical wiring, heating, (and, where applicable, cooling) devices and ductwork, and

ii. TENANT shall be responsible for maintenance of its own implements or articles which are the personal property of TENANT.

iii. Snow Removal. City shall keep the public sidewalks adjacent to the building and any public sidewalks or stairways leading from the public sidewalks to the building free from snow, ice and debris.

iv. Trash Removal. City shall keep the common areas of the Carnegie Building free of all accumulations of trash and debris, and shall provide the Leased Premises with a means or system of waste or trash disposal.

v. Janitorial. City shall provide janitorial services and supplies to the common areas of the Carnegie Building. TENANT shall be responsible for providing these services to the Leased Premises.

vi. Exterior Lighting. CITY shall provide adequate exterior lighting in the Carnegie building entrance/exits.

C. **REPAIRS.** CITY shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that CITY shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall the CITY bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear. TENANT also shall be responsible to CITY for damage to the Leased Premises caused by acts or negligence of TENANT or TENANT's agents, employees or invitees. However, CITY shall be responsible for damage to the Leased Premises and property of TENANT located thereon caused by acts or negligence of CITY.

D. **MEDIATION COMMITTEE.** In the event of a dispute over, or a need for interpretation of, the division of responsibilities as set forth above or in this Lease Agreement generally, the Parties may appoint representatives to an ad hoc committee created for the specific purpose of mediating such issues as they arise.

E. **REMODELING.** TENANT must receive prior written approval from the CITY before doing any remodeling or improvement to the Leased Premises.

16. **HAZARDOUS SUBSTANCES.** TENANT shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by TENANT, TENANT's agents, employees, contractors, or invitees. As used herein, "Hazardous Substance" means any material or substance that is toxic, ignitable, reactive, or corrosive and that is defined as "hazardous waste" and regulated by any local government, the State of Minnesota, or the United State Government.

17. **TOBACCO AND VAPING FREE ENVIRONMENT.** TENANT acknowledges that all indoor spaces of the Carnegie Building, including the Leased Premises, are a Tobacco and Vaping free environment. TENANT, TENANT's agents, employees, contractors, or invitees shall adhere to all Tobacco and Vaping free environment regulations as put forth under State, County, and City Ordinances and statutes.

18. **COMPLIANCE WITH LAWS.** TENANT, TENANT's agents, employees, contractors, or invitees shall not use Leased Premises, or permit the Leased Premises to be used contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto which would violate any certificate of occupancy or for illegal purposes.

19. **NON ASSIGNMENT.** TENANT shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement or the Leased Premises without the prior written consent of CITY.

20. **INSURANCE.**

A. At all times this Lease Agreement is in force, TENANT, at its cost, shall maintain General Liability policy or policies covering the Leased Premises, Products sold, and the operations authorized by this Lease Agreement. Additionally, at all times this Lease Agreement is in force, TENANT, at its cost, shall provide property insurance coverage for its contents, personal property, improvements and betterments to the Leased Premises on a replacement cost basis. CITY shall provide Property Insurance Coverage for the Carnegie Building and all real property leased under this Lease Agreement. TENANT's general liability coverage shall provide minimum liability limits as outlined below:

<u>Single Limits</u>	<u>Combined</u>
General Aggregate	\$1,000,000
Personal Injury	\$ 300,000 (per person per occurrence)
Each Occurrence (bodily injury and property damage)	\$ 1,000,000
Fire Legal Liability	\$ 1,000,000
Premises Medical Payments	\$5,000 (each person)

B. TENANT's policy(s) shall name CITY as additional insured and the cancellation provision of said policy(ies) must provide for a thirty (30) day notice of cancellation by the issuing company to the CITY should the policy be cancelled for any reason before its expiration date. TENANT shall at the beginning of the initial Lease Term and annually thereafter provide proof (Certificate) of such insurance coverage to CITY. TENANT will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the Leased Premises.

C. Throughout the Lease Term, TENANT shall maintain Worker compensation Coverage to the extent required by law.

21. **INDEMNITY.** TENANT shall fully indemnify and hold harmless the CITY, its agents and employees, from and against all claims, actions, judgments, costs and expenses of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either (a) any injury to third persons or damage to property happening on or about the Leased Premises, (b) a failure by TENANT to perform any of the terms or conditions of this Lease Agreement, (c) failure to comply with any law of any governmental authority, (d) claims under the Unemployment Compensation or Workers Compensation Act of the State of Minnesota, on behalf of TENANT, its employees or other persons while so engaged in the performance of any services or uses contemplated under this Lease Agreement, or (e) any mechanic's lien or security interest filed against the Leased Premises or equipment, materials, or alterations of building or improvements thereon.

However, TENANT shall not be liable for any injury or loss occasioned by the negligence of the CITY, its agents, or employees; and, provided further, the TENANT shall give to CITY prompt and reasonable notice of any such claims or actions and CITY shall have the right to investigate, compromise and defend the same. The parties agree that the liability of the CITY is governed by the provisions contained in Minnesota Statutes Chapter 466, as such may be amended, modified or replaced from time to time.

22. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the Leased Premises during the Lease Term from any cause, CITY shall repair the same, provided the repairs can be made within ninety (90) days under applicable laws and regulations. Any partial destruction shall neither annul nor void this Lease Agreement, except that TENANT shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction of rent being based on the extent to which the making of repairs shall interfere with the business

carried on by TENANT in the Leased Premises. If the repairs cannot be made in the specified time, CITY may, at its option, make repairs within a reasonable time, this Lease Agreement continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that CITY does not elect to make repairs that cannot be made in the specified time, this Lease Agreement may be terminated at the option of either party. Should the Carnegie Building in which the Leased Premises are situated be destroyed to the extent of greater than fifty percent (50%) of the replacement cost thereof, this Lease Agreement shall be terminated.

23. LANDLORD'S LIEN. CITY shall have a lien for security for the rent and other amounts due from TENANTS on all of TENANT's goods, chattels, fixtures, furniture, tools and other personal property kept and used by TENANT on the Leased Premises. This lien shall be in addition to any lien provided by law, and shall, in addition, be considered a security interest under the Minnesota Uniform Commercial Code.

24. MECHANIC'S LIEN. Neither the TENANT nor anyone claiming by, thru, or under the TENANT, shall have the right to file or place any mechanic's lien or other lien of any kind of character whatsoever, upon the Leased Premises or upon the Carnegie Building or improvement thereon, or upon the leasehold interest of the TENANT therein. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for the Leased Premises or the Carnegie Building, improvements, alterations, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the CITY, the TENANT covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

25. RIGHT TO ENTER/INSPECTION OF PREMISES. CITY or its authorized agents may enter upon the Leased Premises at all reasonable times for the purpose of examining or inspecting the condition thereof, in order to exercise any right of power reserved to CITY within the scope of and under the terms and conditions of this Lease Agreement, or to perform any duties placed upon CITY under this Lease Agreement.

26. EVENTS OF DEFAULT OR BREACH. Each of the following events shall constitute a default or breach of this Lease Agreement:

A. In the event either party shall default in the performance of any of the terms or provisions of this Lease Agreement, the non-defaulting party shall promptly so notify the defaulting party in writing. If the defaulting party shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and the defaulting party shall fail to commence to do so within the thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, than in either event, the non-defaulting party may either cure such default itself or elect to immediately terminate this Lease Agreement subject to **Paragraph 27**.

B. If TENANT shall file or have filed against it a petition in bankruptcy or insolvency or for reorganization under any Bankruptcy Act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

C. If TENANT shall vacate or abandon the Leased Premises.

D. If this Lease Agreement becomes part of the estate of TENANT hereunder and shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted by this Lease Agreement.

27. EFFECT OF DEFAULT OR BREACH. In the event of a default by TENANT and its failure to timely cure the same, CITY may re-enter the Leased Premises immediately and remove the property of TENANT, and store the property in a public warehouse or at a place selected by CITY, at the expense of TENANT. CITY may recover from TENANT all damages proximately resulting from the breach, including the cost of recovering the Leased Premises (including reasonable attorney's fees). After re-entry, CITY also may re-let the Leased Premises at the rent and on the terms as CITY may choose.

This provision in no way limits a party's other remedies for breach under common law or this Lease Agreement.

28. CANCELLATION.

A. **By Mutual Consent.** This Lease Agreement may be terminated at any time by mutual consent of CITY and TENANT.

B. **BY TENANT.** In addition to any rights of cancellation or any other rights herein given to the TENANT, the TENANT may cancel this Lease Agreement in its entirety and terminate its obligations hereunder at any time, by six (6) months written notice to the CITY. Notice shall be given as provided in **Paragraph 30**.

C. **BY CITY.** In addition to any rights of cancellation or any other rights herein given to the CITY, the CITY may cancel this Lease Agreement in its entirety and terminate all or any of its obligations hereunder as follows:

i. upon six (6) months written notice to the TENANT. Notice shall be given as provided in **Paragraph 30**.

ii. in the event that TENANT shall default in the performance of any terms or provision of this Lease Agreement and is not corrected by the TENANT within thirty (30) days of delivery by CITY to TENANT of written notice of the default, then the CITY shall have the right and option to terminate this Lease Agreement; provided, however, that before any such right of termination is exercised, the CITY shall give reasonable notice to the TENANT and extend it an opportunity to be heard before the City Council. The decision of the City Council shall be final.

Acceptance of rent by the CITY for any period or periods after the default of any of the terms and conditions contained herein to be performed by TENANT shall not be deemed a waiver of any right on the part of the CITY to cancel the Lease Agreement for such default.

29. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. No Alterations, Additions or Improvements shall be made to the Leased Premises during the Term of this Lease Agreement without first securing the prior written approval of CITY. Any Alterations, Additions or Improvements built, constructed or placed on the Leased Premises, with the exception of fixtures removable without damage to the Leased Premises and TENANT's personal property, shall become the property of CITY.

30. WAIVERS. The failure of CITY or TENANT to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the right or remedies that CITY or TENANT may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

31. NOTICES. All notices to be given with respect to this Lease Agreement shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail, postage prepaid, addressed as set forth below or at such other address as either party may from time to time designate in writing:

TO CITY:

City Manager
Bemidji City Hall
317 4th Street NW
Bemidji, MN 56601

TO TENANT:

Bemidji Jaycees
P.O. Box
Bemidji, MN 56619

32. AUDIT. The books, records, documents and accounting procedures and practices of TENANT relevant to this Lease Agreement are subject to examination by the CITY during normal business hours and after reasonable notice to the TENANT for a period of three (3) years after the creation or, in the case of procedures and practices, the year in which performed.

33. MINNESOTA GOVERNMENT DATA PRACTICES COMPLIANCE. TENANT shall at all times abide by Minnesota Statutes Sections 13.01 et seq., the Minnesota Government Data Practices Act, to the extent that the Act is applicable to data and documents in the possession of TENANT.

34. NON-DISCRIMINATION. During the performance of this Lease Agreement, TENANT shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. TENANT further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes Section 363A.02, et seq., Title VI of the Civil Rights Act of 1964, and the American with Disabilities Act of 1990, as the same may be amended from time to time.

35. **RELATIONSHIP OF PARTIES.** TENANT is an independent contractor of CITY and shall not be deemed to be an employee, joint venture, or partner of the CITY.

36. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

37. **EXHIBITS.** Exhibits to this Lease Agreement shall form a part hereof, and are in

38. **MERGER; AMENDMENTS.** It is understood and agree that the entire agreement of the parties is contained herein and that this Lease Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Lease Agreement are incorporated or attached and deemed to be part of this Lease Agreement. Any waiver, alteration or modification of this Lease Agreement or any agreements in connection herewith shall be reduced to writing as an amendment and signed by each of the parties.

39. **SEVERABILITY.** If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons with circumstances other than those as to which it is felt invalid or unenforceable, shall not be affected thereby.

40. **COUNTERPARTS.** This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterpart shall constitute one and the same instrument.

Dated: _____

Dated: _____

CITY OF BEMIDJI

BEMIDJI JAYCEES

By _____

By _____

Carnegie Lease Agreement (Lower Level North)

THIS LEASE AGREEMENT is entered into on _____, 2019 (“Effective Date”) by and between the **City of Bemidji, Minnesota**, a municipal corporation, hereinafter referred to as CITY, and **Greater North Counseling Services, LLC**, a Minnesota Limited Liability Company, hereinafter referred to as TENANT.

WHEREAS, CITY has restored and refurbished its historical Carnegie Library Building, including the lower level to accommodate two (2) commercial office lease use spaces, referred to as Lower Level North and Lower Level South; and

WHEREAS, CITY and TENANT wish to enter into a lease arrangement for the Lower Level North commercial office space and related common areas, including shared use of the lower level bathroom, kitchenette and waiting areas.

NOW THEREFORE, CITY and TENANT, in consideration of the rents, covenants, terms and conditions hereinafter specified, do hereby agree with each other as follows:

1. **LEASED PREMISES.** CITY leases to TENANT and TENANT leases from CITY that portion of the Carnegie Building known as Lower Level North. The leased area consists of an approximate 553 sq.ft. defined area, as shown in **Exhibit “A”**, (hereinafter the “Leased Premises”), plus shared use of the common area kitchenette/break room and rest rooms, together with all rights, easements and servient estates appurtenant to the Leased Premises.

2. **INITIAL TERM.** The term of this Lease shall be sixteen (16) months, commencing on September 1, 2019 and ending at 12:00 noon on August 31, 2020, upon the condition that Tenant pays rent therefore, and otherwise performs as provided in the Lease.

3. **OPTION TO RENEW.** The Lease agreement may be renewed for five (5) additional one (1) year terms. To exercise a renewal option, TENANT shall indicate in writing its intent to exercise said option thirty (30) days prior to the expiration of this Lease Agreement, and thereafter, by thirty (30) days prior to the expiration of the renewal term then in effect. During each renewal term, excepting the amount and payment of rent and utilities, the same terms and conditions of this Lease Agreement shall remain in effect unless modified by subsequent written agreement of the parties. At the conclusion of the original term, and each renewal term thereafter, the parties shall renegotiate the amount and payment of rent and utilities for any renewal period. Such renegotiated terms shall be reduced to writing as an addendum to this Lease Agreement.

4. **RENT-INITIAL PERIOD.** TENANT agrees to pay CITY at the Bemidji City Hall, or at such other place or manner designated by CITY, without any prior demand therefore and without any deduction or setoff whatsoever, fixed rent at the rate of **\$461.00** per month (\$10.00 per square foot) starting on September 1, 2019, and on the first of each succeeding calendar month thereafter during the initial term of this Lease. The rent shall include the following:

Rent, utilities (other than private telecommunication services) and general daily office custodial service.

5. **OTHER RENT.** All taxes, charges, costs and expenses that TENANT assumes or agrees to pay under this Lease Agreement, together with all interest and penalties that may accrue thereon in the event of a failure of the TENANT to pay those items, and all other damages, costs, expenses, and sums that CITY may incur or suffer, or that may come due, by reason of any default of TENANT or failure of TENANT to comply with the terms and conditions of this Lease Agreement shall be deemed to be additional rent, and, in the event of nonpayment, CITY shall have all rights and remedies as provided by this Lease Agreement and the law for failure to pay rent.

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The Leased Premises is currently tax exempt, and is expected to remain tax-exempt property as to the CITY under this Lease Agreement. However, as a non-governmental lessee, TENANT shall bear the cost of all real estate taxes (personal property taxes) and special assessments, and governmental charges of any kind whatsoever, if any, that may at any time be lawfully assessed or levied against or with respect to the Leased Premises or to any furnishings, equipment or other property installed or brought by TENANT therein or thereon.

7. **ADDITIONAL SERVICES.** CITY shall ensure that appropriate private utility infrastructure is installed to serve the Leased Premises. However, TENANT shall bear the cost of any service or installation charges and the monthly billing connected with the use or repair of private telecommunication services.

8. **USE OF PREMISES.** TENANT shall use the Leased Premises only for its business operations and practices, subject to the terms and conditions of this Lease Agreement. TENANT shall neither use or occupy the Leased Premises or any part thereof for any unlawful, disreputable or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. TENANT shall immediately, on discovery of any unlawful, disreputable or ultra-hazardous use, take action to halt such activity.

9. **SIGNAGE.** Given the historical status of the Carnegie Building, no commercial exterior signage is permitted on the building or building grounds. However, CITY shall provide limited interior signage informing of the TENANT's occupancy in the Carnegie Building. ***TENANT shall not be permitted to place signage on or for the Leased Premises.***

10. **POSSESSION.** TENANT shall be entitled to possession on the first day of the term of this Lease Agreement, and shall yield possession to the CITY at the time and date of the termination of the Lease term, unless otherwise expressly provided in this Lease Agreement. Should CITY be unable to give possession on said date, TENANT's only damages shall be a rebating of the pro rata rental.

11. ACCESS BY TENANT. TENANT and its employees, customers, agents and invitees shall have the nonexclusive right to use, for entering and exiting from the Leased Premises, the common hallway(s), the “north” entrance door, and the sidewalk(s) serving the Carnegie Building which provide reasonable and convenient access between the Leased Premises and the public rights-of-way. Further, CITY shall provide and maintain the Leased Premises and the Carnegie Building with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local entities having jurisdiction and authority in connection with this property.

12. PARKING. In that off-street parking is not available at the Carnegie Building, TENANT shall be responsible for parking for TENANT’s employees, customers, agents and invitees, in relation to it’s lease and use of the Leased Premises. However, the City Parks and Recreation Director shall provide up to two (2) “parking passes” for use by TENANT and its employees for the Parking Lot located near the Tourist Information Center and Paul Bunyan and Babe.

13. QUIET ENJOYMENT. Upon payment of the rent and performance of the covenants and agreements on the part of the TENANT to be performed hereunder, TENANT shall have quiet and peaceable possession of the Leased Premises during the term of the Lease Agreement.

14. SURRENDER OF PROPERTY. Upon the expiration or termination of the Term of this Lease Agreement, TENANT shall at its own expense:

- a. remove all items of personal property and equipment,
- b. repair any damage (less reasonable wear and tear) and make any necessary replacements caused or necessitated by such removal, and
- c. quit and deliver up premises to CITY, peaceably and quietly, in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

15. UTILITIES, MAINTENANCE AND REPAIR.

A. UTILITIES.

i. CITY initially shall pay all charges of public or private utility companies or commercial suppliers for electricity, water, sewage, natural gas, and other forms of energy, if any, furnished to the Carnegie Building, including the Leased Premises. TENANT remains responsible for its telecommunication services.

ii. TENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, and any other utility or service, whether such is furnished by the CITY or obtained and paid for by TENANT.

B. MAINTENANCE. The parties shall share the responsibility and cost of maintenance, janitorial and common area expenses as follows:

i. CITY shall be responsible for and shall keep in good repair and operating condition at its own expense:

a. All structural parts of the existing building containing the Leased Premises, including roof, glass windows, doors, foundation and all structural parts of the floors, walls and ceilings,

b. All existing mechanical and utility systems serving the Leased Premises, including electrical wiring, heating, (and, where applicable, cooling) devices and ductwork, and

ii. TENANT shall be responsible for maintenance of its own implements or articles which are the personal property of TENANT.

iii. Snow Removal. CITY shall keep the public sidewalks adjacent to the building and any public sidewalks or stairways leading from the public sidewalks to the building free from snow, ice and debris.

iv. Trash Removal. CITY shall keep the common areas of the Carnegie Building free of all accumulations of trash and debris, and shall provide the Leased Premises with a means or system of waste or trash disposal.

v. Janitorial. CITY shall provide janitorial services and supplies to the common areas of the Carnegie Building. TENANT shall be responsible for providing these services to the Leased Premises.

vi. Exterior Lighting. CITY shall provide adequate exterior lighting in the Carnegie building entrance/exits.

C. **REPAIRS.** CITY shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that CITY shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall the CITY bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear. TENANT also shall be responsible to CITY for damage to the Leased Premises caused by acts or negligence of TENANT or TENANT's agents, employees or invitees. However, CITY shall be responsible for damage to the Leased Premises and property of TENANT located thereon caused by acts or negligence of CITY.

D. **MEDIATION COMMITTEE.** In the event of a dispute over, or a need for interpretation of, the division of responsibilities as set forth above or in this Lease Agreement generally, the Parties may appoint representatives to an ad hoc committee created for the specific purpose of mediating such issues as they arise.

E. **REMODELING.** TENANT must receive prior written approval from the CITY before doing any remodeling or improvement to the Leased Premises.

16. HAZARDOUS SUBSTANCES. TENANT shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by TENANT, TENANT's agents, employees, contractors, or invitees. As used herein, "Hazardous Substance" means any material or substance that is toxic, ignitable, reactive, or corrosive and that is defined as "hazardous waste" and regulated by any local government, the State of Minnesota, or the United State Government.

17. TOBACCO AND VAPING FREE ENVIRONMENT. TENANT acknowledges that all indoor spaces of the Carnegie Building, including the Leased Premises, are a tobacco and vaping free environment. TENANT, TENANT's agents, employees, contractors, or invitees shall adhere to all tobacco and vaping free environment regulations as put forth under State, County, and City Ordinances and statutes.

18. COMPLIANCE WITH LAWS. TENANT, TENANT's agents, employees, contractors, or invitees shall not use Leased Premises, or permit the Leased Premises to be used contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto which would violate any certificate of occupancy or for illegal purposes.

19. NON ASSIGNMENT. TENANT shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement or the Leased Premises without the prior written consent of CITY.

20. INSURANCE.

A. At all times this Lease Agreement is in force, TENANT, at its cost, shall maintain General Liability policy or policies covering the Leased Premises, Products sold, and the operations authorized by this Lease Agreement. Additionally, at all times this Lease Agreement is in force, TENANT, at its cost, shall provide property insurance coverage for its contents, personal property, improvements and betterments to the Leased Premises on a replacement cost basis. CITY shall provide Property Insurance Coverage for the Carnegie Building and all real property leased under this Lease Agreement. TENANT's general liability coverage shall provide minimum liability limits as outlined below:

<u>Single Limits</u>	<u>Combined</u>
General Aggregate	\$ 1,000,000
Personal Injury	\$300,000 (per person per occurrence)
Each Occurrence (bodily injury and property damage)	\$ 1,000,000
Fire Legal Liability	\$ 1,000,000
Premises Medical Payments	\$ 5,000 (each person)

B. TENANT's policy(s) shall name CITY as additional insured and the cancellation provision of said policy(ies) must provide for a thirty (30) day notice of cancellation by the issuing

company to the CITY should the policy be cancelled for any reason before its expiration date. TENANT shall at the beginning of the initial Lease Term and annually thereafter provide proof (Certificate) of such insurance coverage to CITY. TENANT will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the Leased Premises.

C. Throughout the Lease Term, TENANT shall maintain Workers compensation Coverage to the extent required by law.

21. INDEMNITY. TENANT shall fully indemnify and hold harmless the CITY, its agents and employees, from and against all claims, actions, judgments, costs and expenses of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either (a) any injury to third persons or damage to property happening on or about the Leased Premises, (b) a failure by TENANT to perform any of the terms or conditions of this Lease Agreement, (c) failure to comply with any law of any governmental authority, (d) claims under the Unemployment Compensation or Workers Compensation Act of the State of Minnesota, on behalf of TENANT, its employees or other persons while so engaged in the performance of any services or uses contemplated under this Lease Agreement, or (e) any mechanic's lien or security interest filed against the Leased Premises or TENANT's equipment, materials, or approved alterations of the Leased Premises or improvements thereon.

However, TENANT shall not be liable for any injury or loss occasioned by the negligence of the CITY, its agents, or employees; and, provided further, the TENANT shall give to CITY prompt and reasonable notice of any such claims or actions and CITY shall have the right to investigate, compromise and defend the same. The parties agree that the liability of the CITY is governed by the provisions contained in Minnesota Statutes Chapter 466, as such may be amended, modified or replaced from time to time.

22. DESTRUCTION OF PREMISES. In the event of a partial destruction of the Leased Premises during the Lease Term from any cause, CITY shall repair the same, provided the repairs can be made within ninety (90) days under applicable laws and regulations. Any partial destruction shall neither annul nor void this Lease Agreement, except that TENANT shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction of rent being based on the extent to which the making of repairs shall interfere with the business carried on by TENANT in the Leased Premises. If the repairs cannot be made in the specified time, CITY may, at its option, make repairs within a reasonable time, this Lease Agreement continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that CITY does not elect to make repairs that cannot be made in the specified time, this Lease Agreement may be terminated at the option of either party. Should the Carnegie Building in which the Leased Premises are situated be destroyed to the extent of greater than fifty percent (50%) of the replacement cost thereof, this Lease Agreement shall be terminated.

23. LANDLORD'S LIEN. CITY shall have a lien for security for the rent and other amounts due from TENANTS on all of TENANT's goods, chattels, fixtures, furniture, tools and other personal

property kept and used by TENANT on the Leased Premises. This lien shall be in addition to any lien provided by law, and shall, in addition, be considered a security interest under the Minnesota Uniform Commercial Code.

24. MECHANIC'S LIEN. Neither the TENANT nor anyone claiming by, thru, or under the TENANT, shall have the right to file or place any mechanic's lien or other lien of any kind of character whatsoever, upon the Leased Premises or upon the Carnegie Building or improvements thereon, or upon the leasehold interest of the TENANT therein. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for the Leased Premises or the Carnegie Building, improvements, alterations, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the CITY, the TENANT covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

25. RIGHT TO ENTER/INSPECTION OF PREMISES. CITY or its authorized agents may enter upon the Leased Premises at all reasonable times for the purpose of examining or inspecting the condition thereof, in order to exercise any right of power reserved to CITY within the scope of and under the terms and conditions of this Lease Agreement, or to perform any duties placed upon CITY under this Lease Agreement.

26. EVENTS OF DEFAULT OR BREACH. Each of the following events shall constitute a default or breach of this Lease Agreement:

A. In the event either party shall default in the performance of any of the terms or provisions of this Lease Agreement, the non-defaulting party shall promptly so notify the defaulting party in writing. If the defaulting party shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and the defaulting party shall fail to commence to do so within the thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, than in either event, the non-defaulting party may either cure such default itself or elect to immediately terminate this Lease Agreement subject to **Paragraph 27**.

B. If TENANT shall file or have filed against it a petition in bankruptcy or insolvency or for reorganization under any Bankruptcy Act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

C. If TENANT shall vacate or abandon the Leased Premises.

D. If this Lease Agreement becomes part of the estate of TENANT hereunder and shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted by this Lease Agreement.

27. EFFECT OF DEFAULT OR BREACH. In the event of a default by TENANT and its failure to timely cure the same, CITY may re-enter the Leased Premises immediately and remove the property of TENANT, and store the property in a public warehouse or at a place selected by CITY, at the expense of TENANT. CITY may recover from TENANT all damages proximately resulting from the breach, including the cost of recovering the Leased Premises (including reasonable attorney's fees). After re-entry, CITY also may re-let the Leased Premises at the rent and on the terms as CITY may choose.

This provision in no way limits a party's other remedies for breach under common law or this Lease Agreement.

28. CANCELLATION.

A. **BY MUTUAL CONSENT.** This Lease Agreement may be terminated at any time by mutual consent of CITY and TENANT.

B. **BY TENANT.** In addition to any rights of cancellation or any other rights herein given to the TENANT, the TENANT may cancel this Lease Agreement in its entirety and terminate its obligations hereunder at any time, by six (6) months written notice to the CITY. Notice shall be given as provided in **Paragraph 31**.

C. **BY CITY.** In addition to any rights of cancellation or any other rights herein given to the CITY, the CITY may cancel this Lease Agreement in its entirety and terminate all or any of its obligations hereunder as follows:

i. upon six (6) months written notice to the TENANT. Notice shall be given as provided in **Paragraph 30**.

ii. in the event that TENANT shall default in the performance of any terms or provision of this Lease Agreement and is not corrected by the TENANT within thirty (30) days of delivery by CITY to TENANT of written notice of the default, then the CITY shall have the right and option to terminate this Lease Agreement; provided, however, that before any such right of termination is exercised, the CITY shall give reasonable notice to the TENANT and extend it an opportunity to be heard before the City Council. The decision of the City Council shall be final.

Acceptance of rent by the CITY for any period or periods after the default of any of the terms and conditions contained herein to be performed by TENANT shall not be deemed a waiver of any right on the part of the CITY to cancel the Lease Agreement for such default.

29. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. No Alterations, Additions or Improvements shall be made to the Leased Premises during the Term of this Lease Agreement without first securing the prior written approval of CITY. Any Alterations, Additions or Improvements built, constructed or placed on the Leased Premises, with the exception of fixtures

removable without damage to the Leased Premises and TENANT's personal property, shall become the property of CITY.

30. **WAIVERS.** The failure of CITY or TENANT to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the right or remedies that CITY or TENANT may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

31. **NOTICES.** All notices to be given with respect to this Lease Agreement shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail, postage prepaid, addressed as set forth below or at such other address as either party may from time to time designate in writing:

TO CITY:

City Manager
Bemidji City Hall
317 4th Street NW
Bemidji, MN 56601

TO TENANT:

Great North Counseling Services, LLC (GNCS)
P.O. Box 1712
Bemidji, MN 56619

32. **AUDIT.** The books, records, documents and accounting procedures and practices of TENANT relevant to this Lease Agreement are subject to examination by the CITY during normal business hours and after reasonable notice to the TENANT for a period of three (3) years after the creation or, in the case of procedures and practices, the year in which performed.

33. **MINNESOTA GOVERNMENT DATA PRACTICES COMPLIANCE.** TENANT shall at all times abide by Minnesota Statutes Sections 13.01 et seq., the Minnesota Government Data Practices Act, to the extent that the Act is applicable to data and documents in the possession of TENANT.

34. **NON-DISCRIMINATION.** During the performance of this Lease Agreement, TENANT shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. TENANT further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes Section 363A.02, et seq., Title VI of the Civil Rights Act of 1964, and the American with Disabilities Act of 1990, as the same may be amended from time to time.

35. **RELATIONSHIP OF PARTIES.** TENANT is an independent contractor of CITY and shall not be deemed to be an employee, joint venture, or partner of the CITY.

36. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

37. **EXHIBITS.** Exhibits to this Lease Agreement shall form a part hereof, and are in

38. **MERGER; AMENDMENTS.** It is understood and agree that the entire agreement of the parties is contained herein and that this Lease Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Lease Agreement are incorporated or attached and deemed to be part of this Lease Agreement. Any waiver, alteration or modification of this Lease Agreement or any agreements in connection herewith shall be reduced to writing as an amendment and signed by each of the parties.

39. **SEVERABILITY.** If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons with circumstances other than those as to which it is felt invalid or unenforceable, shall not be affected thereby.

40. **COUNTERPARTS.** This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterpart shall constitute one and the same instrument.

Dated: _____

Dated: _____

CITY OF BEMIDJI

**GREAT NORTH COUNSELING
SERVICES**

By _____

By _____

COUNCIL AGENDA ITEM



Return to Agenda

Meeting Date: August 5, 2019

Action Requested: North Country Park Natural Playscapes Project
Approve MOU between City and Bemidji Rotary Club

Prepared By: Marcia Larson, Parks and Recreation Director *ML*

Reviewed By: Nate Mathews, City Manager

Background

The Bemidji Rotary Club has been a great partner with the City of Bemidji and the Parks and Recreation Department and has successfully raised funds for park amenities and playgrounds and volunteered labor for maintenance projects and of course installation of playgrounds throughout the Bemidji Park System.

Over the last year, Bemidji Rotary Club Representatives and I have been meeting and discussing potential playground projects in the park system. The Parks and Recreation Commission had identified both Gordon Falls Park as needing a new playground/improvements and North Country Park (located at 1001 30th Street) as a location for a Natural Playscape Project. I have attached a few photos and information on the concept of Natural Playscapes – which create playspaces with native plants, hills, trees, boulders and represent a natural space such as a forest or prairie. The intention is provide a connection to nature. North Country Park with the current features including Butterfly Gardens, outdoor classroom, and forested walking area provide a good location to create a natural playscape. Man-made elements such as slides can be incorporated into the design.

The Bemidji Rotary Club has volunteered to assist in the design, assist with the public engagement process and the development of a fundraising plan. In addition, the Rotary Club is committed to fundraising \$30,000 for the playscape.

A Memorandum of Understanding between the City and Bemidji Rotary Club outlines the partnership and creation of a committee to facilitate the project.

As part of planning and design for the project, budget and funding options will be identified. The Parks and Recreation Department anticipates utilizing the capital improvement project budget (up to \$50,000) and has identified potential DNR grants for the project. The goal is to plan and design in the winter of 2019/2020 for construction during summer/fall 2020.

Recommendation:

It is recommended that the City Council approve the MOU between the City of Bemidji and the Bemidji Rotary Club regarding construction of the natural playscapes project in North Country Park.

Next Item



What are Natural playscapes?

- Natural Playscapes
 - Creating a playspace with native plants/flowers, rolling hills, trees, boulders, water, mud..
 - Represent a Natural Place – forest or prairie
 - Intent – bringing children back to nature.
 - Nature has so many opportunities to offer children of all ages to play and have fun while gaining a greater appreciation of the natural world.
 - Playscapes can be a combination of natural and man made elements.
 - Resource: Richard Louv – Last Child in the Woods – Nature deficient disorder losing creativity, connections with Nature.



Components – Logs, slides, hills, nests..



MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF BEMIDJI AND THE BEMIDJI ROTARY CLUB REGARDING CONSTRUCTION OF THE NATURAL PLAYSCAPES PROJECT IN NORTH COUNTRY PARK

WHEREAS, North Country Park, the site of municipal recreational facilities, including an outdoor classroom, outdoor pavilion, walking trails, native gardens/plantings, and a baseball field is an approximate 20 acre municipally-owned Parkland parcel in the City of Bemidji that has been used and continues to be used for the aforementioned recreational purposes; and

WHEREAS, the City of Bemidji Parks and Recreation Department (City) is planning the undertaking of an natural playground/playscapes project in North Country Park; and

WHEREAS, the Bemidji Rotary Club (Rotary) is a local organization of business and professional leaders providing humanitarian service, encouraging high ethical standards in all vocations, and helping build goodwill and peace in the world; and

WHEREAS the Rotary Club has a long-standing tradition of funding for and installing public playground equipment around the Bemidji area; and

WHEREAS, the City and Rotary desire to create a Natural Playscape Committee consisting of representatives from the Rotary, Parks and Recreation Commission and City Staff, which Committee will advise the City Parks and Recreation Department as to the design, assist with public engagement process, and the development of a fundraising plan and budget; and

WHEREAS, the City will facilitate the design process through contracting and financing a professional services consultant to develop a concept and final design of the natural playscapes, which concept will be developed based on public input meetings conducted by the Committee; and

WHEREAS, the Rotary is committed to fundraising \$30,000 for the Natural Playscapes design, materials and construction, and has appointed the Bemidji Rotary Foundation to serve as fiscal agent, to receive the various monetary donations and grant proceeds, and to draw down, expend and/or otherwise remit those monies to the City for payment towards the cost of the Natural Playscapes design and construction; and

WHEREAS, the City has also dedicated funding toward the design and construction of the Natural Playscape in North Country Park; and

WHEREAS, the Natural Playscape is proposed to be constructed in 2020 in North Country Park, and the City is committed to managing the site preparation and overseeing the volunteer installation of the playscape, and during the installation process, the Rotary

Memorandum of Understanding
North Country Playscape
August 1, 2019

Club and its members will be acting on the City's behalf and will be subject to the City's direction and control; and

WHEREAS, the Rotary is committed to assisting the City with recruitment and scheduling of volunteers for the installation of the playscape at North Country Park as an in-kind donation of labor; and

WHEREAS, the Rotary Club will contribute all the monies it has fundraised to the City for the Natural Playscape by December 31, 2020; and

WHEREAS, once the Natural Playscape construction is completed, the City will have the responsibility for the on-going maintenance and upkeep of the playscape, including repair of its amenities, and policing of litter and debris; and

WHEREAS, with the completion of the design of the Natural Playscape, the City also agrees herein to insure the Natural Playscape and all associated improvements and amenities, including future enhancement(s), against physical damage and personal injury (subject to the terms and conditions of the City's insurance policy), as well as to cover the City of Bemidji's exposure for general liability as owner and operator of the Natural Playscape; and

WHEREAS, the on-going contact for the City under this MOU shall be the City Parks and Recreation Director who shall also be the liaison between the Rotary and the City Council.

NOW, THEREFORE, the parties agree as follows:

This Memorandum of Understanding establishes the broad based definition of the City/Rotary roles in relation to the North Country Natural Playscape Project. If desired by any party or for reasons or issues yet undisclosed or not contemplated by the parties, this MOU may be amended by written instrument or a more detailed agreement developed, negotiated and executed to replace the MOU.

Acknowledgement for the Bemidji Rotary Club:

_____	_____	_____
Name	Title	Date
_____	_____	_____
Name	Title	Date

Memorandum of Understanding
North Country Playscape
August 1, 2019

Acknowledgement for City of Bemidji:

Rita C. Albrecht, Mayor

Date

Marcia Larson, City Parks and Trails Director

Date

COUNCIL AGENDA ITEM



Meeting Date: August 5, 2019

[Return to Agenda](#)

Action Requested: Award Quotes for Playground for Gordon Falls Park
Approve MOU between City and Bemidji Rotary Club

Prepared By: Marcia Larson, Parks and Recreation Director *ml*

Reviewed By: Nate Mathews, City Manager

Background

Gordon Falls Park is a one-acre neighborhood park located on Mississippi Avenue NW (1102). Based on neighborhood input, 2011 Master Parks and Open Spaces Plan and Commission discussion a concept/plan was developed for improvements to Gordon Falls. The City Council approved the concept and improvements at an estimated cost of \$217,257 at the March 25, 2019 meeting. The final design includes a new playground, sidewalks/ADA access, landscaping (construct a berm, trees, turf), basketball court improvements, benches, picnic tables, bike racks and open space. The City Council at the meeting On July 15, 2019 approved quotes for grading/removals, bituminous and concrete. The park project is underway with demolition complete and grading underway.

The City solicited playground proposals for Gordon Falls Park. Proposals for the play structures included the following specifics: design for a neighborhood park; equipment that exceeds ADA requirements for accessibility and include inclusive play components; includes two structures - one for 2-5 years of age and one for 5-12 years of age; fits within the designed play container; includes surfacings both resilient surfacing and ADA compliant mulch; supervision of a community build and a cost not to exceed \$90,000.

Four proposals for the playground equipment/design were received as listed below:

Vendor	Playground Structure/Supervision of Installation	Cost
Flagship Recreation Option 1		\$88,039.28
Flagship Recreation Option 2		\$89,191.62
Minnesota Wisconsin Playground		\$90,000.00
St. Croix Recreation Fun Playgrounds		\$89,997.27
Webber Recreational Design Inc.		\$73,462.26

The Commission reviewed the designs based on the above specifics and are recommending the proposal from Flagship Recreation Option 1 based on the play value, creativity of the elements; the use of the resilient surfacing and inclusive elements; and completeness of the proposal and overall color and design. Full proposals are available in the Park and Recreation Director's office.

Financing/Budget

The overall budget for the Gordon Falls Improvement Project is \$217,257. The funding for the Gordon Falls Improvement Project includes CIP and parkland dedications funds. The budget for the playground equipment is \$90,000.

The Bemidji Rotary Club has volunteered to assist the City Parks and Recreation Department with the installation of the Gordon Falls playstructure. A Memorandum of Understanding between the City and

Next Item

the Bemidji Rotary Club has been reviewed by the City Attorney, the Parks and Recreation Commission and the Bemidji Rotary Club. The Parks and Recreation Commission is recommending the City Council approve the MOU between the City of Bemidji and the Bemidji Rotary Club regarding construction of the playground in Gordon Falls Park.

Recommendation:

It is recommended that the City Council award the quote to Flagship Recreation in the amount of \$88,039.28 for the playground structure and supervision of installation as quoted above and approve the MOU between the City of Bemidji and the Bemidji Rotary Club regarding construction of the playground in Gordon Falls Park.

Next Item

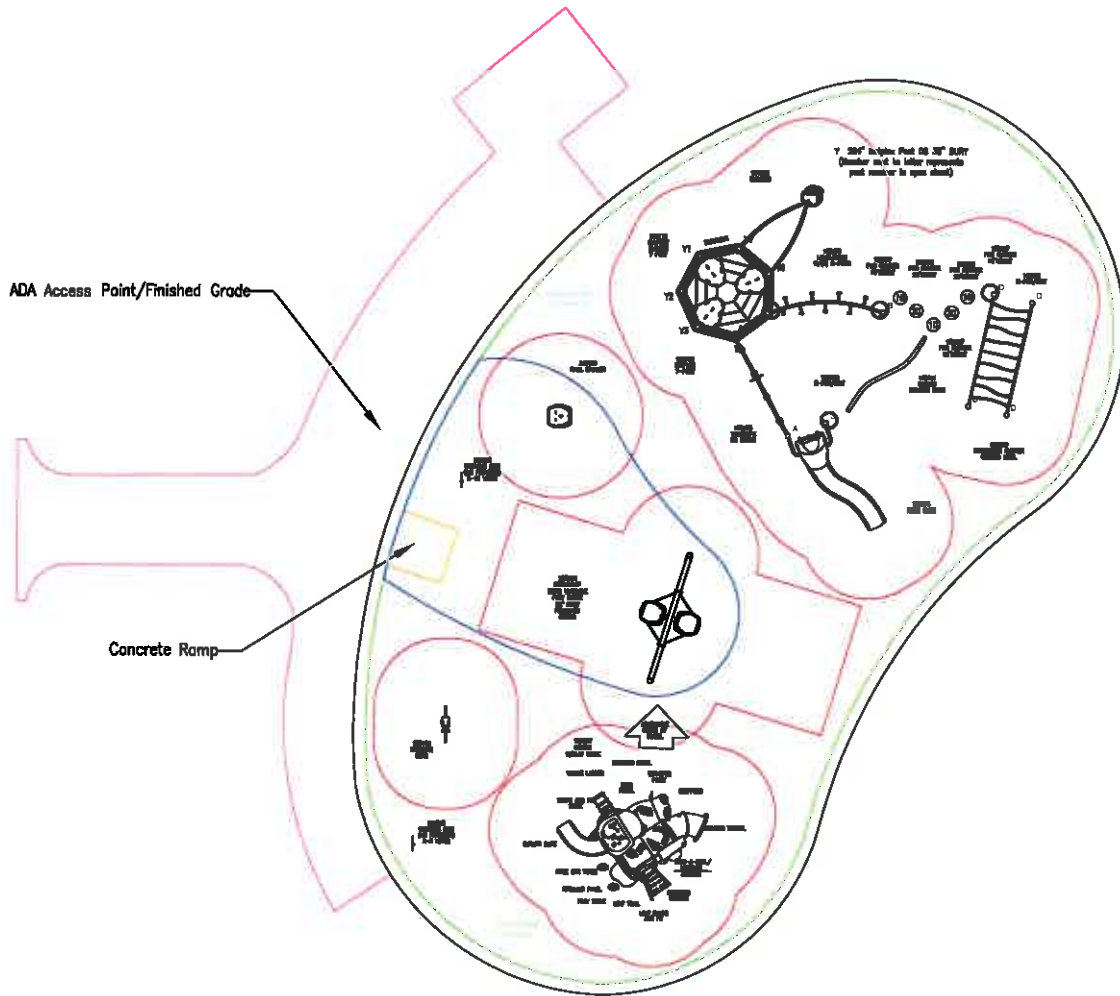
DESIGN OPTION 1

RENDERINGS



DESIGN OPTION 1

PLAN VIEW



Smart Play® Motion



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular Proprioception Tactile Visual Auditory	Agility, Balance, Coordination, Flexibility, Fine Motor, Eye-Hand Coordination, Motor Planning, Core, Upper & Lower Body Strength	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

The Smart Play® Motion has 16 interactive activities addressing developmentally-appropriate skills these include the Inclined Tunnel, Leaf Shape-and-Fit, Wiggle Ladder, Slide, Shape-and-Fit Table, Leaf Trail, Race Car/Roller Track, Numbers Climber, Ring-a-Bell, Marbles, Bongo Panel, Bead Panel, Steering Wheel, Steppers, Alphabet Panel and a Play Table with Seats. It will keep children ages 2-5 years old engaged for hours as they explore all these activities that will help them develop their body, mind and social skills during play.

Skyport™ Climber



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular + Proprioception Tactile Visual	Agility, Balance, Coordination, Endurance, Eye-Hand Coordination, Motor Planning, Fine Motor, Core, Lower & Upper Body Strength	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play

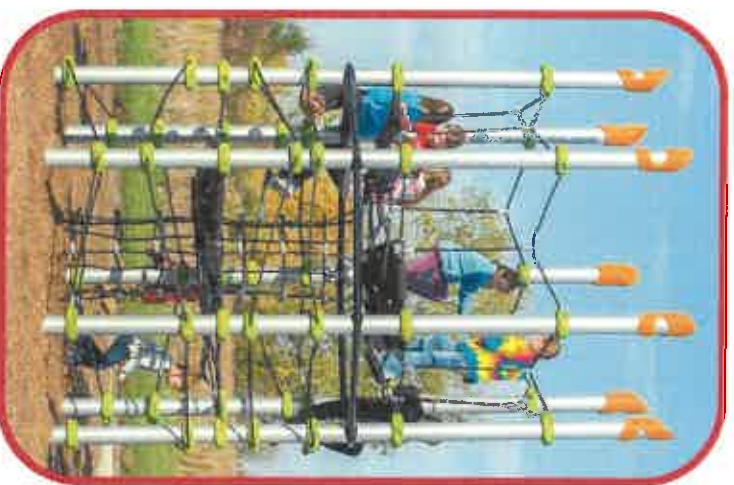
The Netplex Climber with Skyport Climber challenges children to constantly respond to their own movements as well as the movement of other children climbing on the net. This improves their balance, flexibility and motor coordination. For those who use wheelchairs and have upper body strength the design of the Netplex with the Skyport Climber allows them to pull themselves up into the netting and rest on the different belt seats found at different levels in the structure.

Tight Rope™ Bridge



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular + Proprioception Tactile Visual	Agility, Balance, Flexibility Coordination , Motor Planning, Lower and Core Body Strength	Problem Solving	Cooperation Social Skill Development Imaginative Play
<p>The Tight Rope Bridge provides children with a fun balance challenge with some upper body support while they move across the rope and manage the moving spheres along the rope. Children often race each other across this element to see who can cross it the quickest!</p>			

Netplex® 7-Post



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular + Proprioception Tactile Visual	Agility, Balance, Coordination, Endurance, Eye-Hand Coordination, Motor Planning, Fine Motor, Core, Lower & Upper Body Strength	Problem Solving Strategic Thinking	Cooperation Social Skill Development Imaginative Play
<p>The Netplex Climber challenges children to constantly respond to their own movements as well as the movement of other children climbing on the net. This improves their balance, flexibility and motor coordination. The subtle movements of the net help build overall core trunk muscle strength. Children are challenged to climb in an infinite number of ways as they move up, down and all around this unique net climber.</p>			

Chill™ Spinner



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular+ Proprioception	Balance, Core Body Strength, Lower Body Strength	Problem Solving	Cooperation Social Skill Development Imaginative Play

The Chill™ Spinner provides children with a cozy seat where they can feel pull of gravity as they spin. The belted seat is set at an easy transfer height which allows children to be transferred from their wheelchair so that they can experience spinning. The seat design provides support for every child allowing them to experience the fun of spinning.

Friendship® Swing



Sensory Systems Engaged	Motor Skills	Cognitive Skills	Social Skills
Vestibular + Proprioception Tactile Visual	Balance, Coordination, Motor Planning, Core, Upper & Lower Body Strength	Problem Solving	Cooperation Social Skill Development Imaginative Play
<p>The vestibular system has further opportunities for development through this unique face to face swinging experience. The Friendship Swing allows several children and adults of assorted sizes to swing together. The swing is also set at a transfer height for easy transfer from a wheelchair so that all can swing together.</p>			

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF BEMIDJI AND THE BEMIDJI ROTARY CLUB REGARDING CONSTRUCTION OF A PLAYGROUND IN GORDON FALLS PARK

WHEREAS, Gordon Falls Park is a neighborhood park that serves a vital recreational need for residents and is located at 1211 Mississippi Avenue; and

WHEREAS, The City Parks and Recreation Department conducted a public engagement process, reviewed City Parkland Master Planning documents and used patterns to determine the needs of the Gordon Falls Neighborhood; and

WHEREAS, based upon the aforementioned engagement and review process, the City of Bemidji (City) has identified and recognized a recreational need and is undertaking a redevelopment project in Gordon Falls Park to improve the recreation facilities including playground, landscaping, basketball court, and related amenities; and

WHEREAS, the Bemidji Rotary Club (Rotary) is a local organization of businesses and professional leaders providing humanitarian service, encouraging high ethical standards in all vocations, and helping build goodwill and peace in the world and has a long-standing tradition of funding for and installing playground equipment around the Bemidji area; and

WHEREAS, the City is committed to designing and purchasing the playground equipment and managing the site preparation and overseeing the volunteer installation of the equipment, and has dedicated \$200,000 of municipal funds towards the redevelopment of Gordon Falls Park; of which \$90,000 is budgeted for playground equipment; and

WHEREAS, the Rotary is committed and agrees to assist the City with the actual installation of the playground equipment at Gordon Falls Park as an in-kind donation of volunteer labor; and

WHEREAS, the on-going contact for the City under this MOU shall be the City Parks and Recreation Director who shall also be the liaison between the Rotary and the City Council.

NOW, THEREFORE, the parties agree as follows:

This Memorandum of Understanding (MOU) establishes the broad based definition of the City and Rotary's roles in relation to the Gordon Falls Playground Project. If desired by any party or for reasons or issues undisclosed or not prior hereto contemplated by the parties, this MOU may be amended by written instrument, or a more detailed agreement developed, negotiated and executed to replace the MOU.

Memorandum of Understanding
Gordon Falls Playground
August 1, 2019

Acknowledgement for the Bemidji Rotary Club

Name Title Date

Name Title Date

Acknowledgement for City of Bemidji:

Rita C. Albrecht, Mayor Date

Marcia Larson, City Parks and Recreation Director Date

COUNCIL AGENDA ITEM



Meeting Date: August 5, 2019

Return to Agenda

Action Requested: Skyline Manufacture Home Park Evacuation Plan

Prepared By: Alan Felix, City Attorney *AF*

Reviewed By: Nate Mathews, City Manager *Nate*

Skyline Mobile Home Park has submitted for the City Council's review and approval what can be characterized as a "revised" Evacuation Plan respecting emergency evacuation and shelter for Park residents in the event of natural catastrophe or emergency necessitated response. (i.e., tornado, high winds, and flood events.) That municipal approval is required pursuant to Minnesota Statutes Section 327.20, subds (6) and (7). (See a copy attached hereto.)

The designated shelter needs to be available on a 24-hour basis, and be within a reasonable distance of the Park for use by park residents in times of severe weather. Skyline's previously approved Plan (pre-1990) entailed using the Paul Bunyan Mall as the designated emergency shelter in such cases. However, the Mall has notified the Park Owner that they will no longer agree to be an available shelter. (Mall management apparently related that the building is not available on a 24-hour basis. I understand the Hospital was explored as an option as well, but was not agreeable to such.)

The "revised" Plan proposes to have the Mt. Zion Church at 414 Lincoln Avenue in Nymore serve as the new designated shelter. Obviously, that Church is completely across town from the Park, some 2 or more miles distant. It may also be fair to say that many residents may not even have personal transportation with which to timely evacuate and get to the Church to escape anything such as a tornado bearing down on the Park.

Lastly, in that special on-site shelter construction is or should be the first option to explore by the Park Owner for its residents, it makes sense under these circumstances that the Council have the benefit of the recommendation of responsible community emergency response team members before making a decision, including the input from not only Team members but from City Building and Fire Officials, as well as the Minnesota Department of Health (MDH) Official who otherwise oversees the MDH regulatory responsibilities for the Park. MDH alone is not authorized to approve of the Plan.

Recommendation:

Refer the proposed (revised) Skyline Manufactured Home Park Evacuation Plan to City Staff, including Emergency Management Team members, City Building and Fire

Official(s), and the responsible local MDH official, for their comprehensive review and recommendation respecting the revised Plan and, specifically, the decision on an/the approved designated Emergency Shelter for the Manufactured Home Park.

[Return to Agenda](#)

Michelle Miller

From: Conlan Law Firm <mconlan@conlanlaw.com>
Sent: Thursday, June 13, 2019 11:24 AM
To: cityclerk
Subject: RE: Skyline MHC; Emergency Plan

Hello Michelle,

Essentially, my client is seeking approval of the manufactured home park's proposed evacuation plan in the event of a storm emergency. The evacuation plan is for residents of the manufactured home park to proceed to the Mt Zion church located at 414 Lincoln Ave SE, Bemidji, MN 56601. Skyline has reached an agreement with the church to have its residents shelter at that location.

Under Minn. Stat 327.20, my client needs approval of this plan by the City of Bemidji. Thank you

Mick

Mick Conlan
Conlan Law Firm
100 South Fifth Street, Suite 1900
Minneapolis, MN 55402
Tel: 612-850-4151
Fax: 612-293-9815
mconlan@conlanlaw.com
www.conlanlaw.com



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From: cityclerk [mailto:cityclerk@ci.bemidji.mn.us]
Sent: Wednesday, June 12, 2019 2:07 PM
To: 'Conlan Law Firm'
Subject: RE: Skyline MHC; Emergency Plan

Do you have information you could send so that we can determine how to present this information?

Michelle

From: Conlan Law Firm <mconlan@conlanlaw.com>
Sent: Thursday, June 06, 2019 10:20 AM
To: Nate Mathews <Nate.Mathews@ci.bemidji.mn.us>; cityclerk <cityclerk@ci.bemidji.mn.us>

I represent the Skyline manufactured home community in Bemidji. Skyline is in the process of developing a storm shelter/ evacuation plan pursuant to Minn Stat 327.20. That statute states:

"A manufactured home park with ten or more manufactured homes, licensed prior to March 1, 1988, shall provide a safe place of shelter for park residents or a plan for the evacuation of park residents to a safe place of shelter within a reasonable distance of the park for use by park residents in times of severe weather, including tornadoes and high winds. The shelter or evacuation plan must be approved by the municipality by March 1, 1989. The municipality may require the park owner to construct a shelter if it determines that a safe place of shelter is not available within a reasonable distance from the park. A copy of the municipal approval and the plan shall be submitted by the park owner to the Department of Health. The park owner shall provide each resident with a copy of the approved shelter or evacuation plan, as provided by section 327C.01, subdivision 1c."

Skyline previously utilized the mall as the approved evacuation location for its residents- that location is no longer available per the mall owner. Therefore, a new plan must be presented to the City of Bemidji for review. My client is now developing plans for a permanent structure onsite at the community that will meet the requirements of Minn Stat 327.205 and Minnesota Rules. Additionally, Skyline is arranging for several temporary solutions to provide safe evacuation of residents of the manufactured home park in the interim.

Please advise what the process is for presenting these plans to the City for review and approval. I have cc'd Mr. Paul Herr with the Minnesota Department of Health on this email so he is aware of this email and your response.

We look forward to presenting these plans to the City and in turn relaying this important information to Skyline's residents as soon as possible.

Mick

Mick Conlan
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327.20 RULES.

Subdivision 1. **Rules.** No domestic animals or house pets of occupants of manufactured home parks or recreational camping areas shall be allowed to run at large, or commit any nuisances within the limits of a manufactured home park or recreational camping area. Each manufactured home park or recreational camping area licensed under the provisions of sections 327.10, 327.11, and 327.14 to 327.28 shall, among other things, provide for the following:

(1) A responsible attendant or caretaker shall be in charge of every manufactured home park or recreational camping area at all times, who shall maintain the park or area, and its facilities and equipment in a clean, orderly and sanitary condition. In any manufactured home park containing more than 50 lots, the attendant, caretaker, or other responsible park employee, shall be readily available at all times in case of emergency.

(2) All manufactured home parks shall be well drained and be located so that the drainage of the park area will not endanger any water supply. No wastewater from manufactured homes or recreational camping vehicles shall be deposited on the surface of the ground. All sewage and other water carried wastes shall be discharged into a municipal sewage system whenever available. When a municipal sewage system is not available, a sewage disposal system acceptable to the state commissioner of health shall be provided.

(3) No manufactured home shall be located closer than three feet to the side lot lines of a manufactured home park, if the abutting property is improved property, or closer than ten feet to a public street or alley. Each individual site shall abut or face on a driveway or clear unoccupied space of not less than 16 feet in width, which space shall have unobstructed access to a public highway or alley. There shall be a space of at least ten feet between the sides of adjacent manufactured homes including their attachments and at least three feet between manufactured homes when parked end to end. The space between manufactured homes may be used for the parking of motor vehicles and other property. The requirements of this paragraph shall not apply to recreational camping areas and variances may be granted by the state commissioner of health in manufactured home parks when the variance is applied for in writing and in the opinion of the commissioner the variance will not endanger the health, safety, and welfare of manufactured home park occupants.

(4) An adequate supply of water of safe, sanitary quality shall be furnished at each manufactured home park or recreational camping area. The source of the water supply shall first be approved by the state Department of Health.

(5) All plumbing shall be installed in accordance with the rules of the state commissioner of labor and industry and the provisions of the Minnesota Plumbing Code.

(6) In the case of a manufactured home park with less than ten manufactured homes, a plan for the sheltering or the safe evacuation to a safe place of shelter of the residents of the park in times of severe weather conditions, such as tornadoes, high winds, and floods. The shelter or evacuation plan shall be developed with the assistance and approval of the municipality where the park is located and shall be posted at conspicuous locations throughout the park. The park owner shall provide each resident with a copy of the approved shelter or evacuation plan, as provided by section 327C.01, subdivision 1c. Nothing in this paragraph requires the Department of Health to review or approve any shelter or evacuation plan developed by a park. Failure of a municipality to approve a plan submitted by a park shall not be grounds for action against the park by the Department of Health if the park has made a good faith effort to develop the plan and obtain municipal approval.

(7) A manufactured home park with ten or more manufactured homes, licensed prior to March 1, 1988, shall provide a safe place of shelter for park residents or a plan for the evacuation of park residents to a safe place of shelter within a reasonable distance of the park for use by park residents in times of severe weather.

including tornadoes and high winds. The shelter or evacuation plan must be approved by the municipality by March 1, 1989. The municipality may require the park owner to construct a shelter if it determines that a safe place of shelter is not available within a reasonable distance from the park. A copy of the municipal approval and the plan shall be submitted by the park owner to the Department of Health. The park owner shall provide each resident with a copy of the approved shelter or evacuation plan, as provided by section 327C.01, subdivision 1c.

(8) A manufactured home park with ten or more manufactured homes, receiving an initial license after March 1, 1988, must provide the type of shelter required by section 327.205, except that for manufactured home parks established as temporary, emergency housing in a disaster area declared by the President of the United States or the governor, an approved evacuation plan may be provided in lieu of a shelter for a period not exceeding 18 months.

(9) For the purposes of this subdivision, "park owner" and "resident" have the meanings given them in section 327C.01.

Subd. 2. Health and safety. The state Department of Health may prescribe such rules for the operation and maintenance of manufactured home parks or recreational camping areas and for safeguarding the health and safety of persons occupying licensed manufactured home parks and recreational camping areas as the department shall deem to be necessary and expedient. Such rules pertaining to health and safety shall have the force and effect of law.

Subd. 3. Streets and roadways. A manufactured home park owner shall maintain streets and roadways in the park so as to permit passage of emergency vehicles and normal resident travel.

Subd. 4. Special event recreational camping areas. Each special event camping area licensed under sections 327.10, 327.11, and 327.14 to 327.28 is subject to this section.

(1) Recreational camping vehicles and tents, including attachments, must be separated from each other and other structures by at least seven feet.

(2) A minimum area of 300 square feet per site must be provided and the total number of sites must not exceed one site for every 300 square feet of usable land area.

(3) Each site must abut or face a driveway or clear unoccupied space of at least 16 feet in width, which space must have unobstructed access to a public roadway.

(4) If no approved on-site water supply system is available, hauled water may be used, provided that persons using hauled water comply with Minnesota Rules, parts 4720.4000 to 4720.4600.

(5) Nonburied sewer lines may be permitted provided they are of approved materials, watertight, and properly maintained.

(6) If a sanitary dumping station is not provided on site, arrangements must be made with a licensed sewage pumper to service recreational camping vehicle holding tanks as needed.

(7) Toilet facilities must be provided consisting of toilets connected to an approved sewage disposal system, portable toilets, or approved, properly constructed privies.

(8) Toilets must be provided in the ratio of one toilet for each sex for each 150 sites.

(9) Toilets must be not more than 400 feet from any site.

(10) If a central building or buildings are provided with running water, then toilets and handwashing lavatories must be provided in the building or buildings that meet the requirements of this subdivision.

(11) Showers, if provided, must be provided in the ratio of one shower for each sex for each 250 sites. Showerheads must be provided, where running water is available, for each camping event exceeding two nights.

(12) Central toilet and shower buildings, if provided, must be constructed with adequate heating, ventilation, and lighting, and floors of impervious material sloped to drain. Walls must be of a washable material. Permanent facilities must meet the requirements of the Americans with Disabilities Act.

(13) An adequate number of durable, covered, watertight containers must be provided for all garbage and refuse. Garbage and refuse must be collected as often as necessary to prevent nuisance conditions.

(14) Campgrounds must be located in areas free of poison ivy or other noxious weeds considered detrimental to health. Sites must not be located in areas of tall grass or weeds and sites must be adequately drained.

(15) Campsites for recreational vehicles may not be located on inclines of greater than eight percent grade or one inch drop per linear foot.

(16) A responsible attendant or caretaker must be available on site at all times during the operation of any special event recreational camping area that has 50 or more sites.

History: 1951 c 428 s 7; 1965 c 668 s 11; 1969 c 427 s 12; 1977 c 305 s 45; 1979 c 264 s 1; 1981 c 365 s 9; 1982 c 526 art 3 s 5; 1985 c 248 s 70; 1987 c 195 s 1; 1993 c 206 s 22; 1993 c 286 s 30; 1994 c 592 s 2; 1997 c 203 art 2 s 29; 2007 c 140 art 12 s 10; 2009 c 79 art 10 s 42,43; 1Sp2015 c 1 art 4 s 1

Skyline Village Manufactured Home Park Bemidji, Minnesota

EMERGENCY RESPONSIBILITY

It is very important that the residents, managers, and guests of Skyline Village Manufactured Home Park be assured of protection in an Emergency. This plan is prepared for the protection of all people in the park at the time of emergency.

All emergency situations cannot be neatly defined or categorized for hard and fast guidelines to be established. Continuing and meaningful efforts to prevent incidents leading to emergency situations should be of great concern. Individual judgments and basic common sense will dictate the overall reaction of Skyline Village residents in an emergency.

The Manager and/or Assistant Managers of Skyline Village Manufactured Home Park has the responsibility for the dissemination of emergency procedures to the residents of the park. This is mandatory so *-the* residents may carry out emergency procedures in the absence of the manager.

SKYLINE VILLAGE MANUFACTURED HOME PARK CONTACT PERSON

Park Manager - Kelly Yetzer
Corporate Office

218-751-1419 or 651-783-2246
651-426-6676

Skyline Village Manufactured Home Park Bemidji, Minnesota

Emergency Procedures-- Utilities

Fire

On the discovery of a fire, proceed according to the following plan:

1. Call for the fire department by calling 911, giving the name of the park, Skyline Village Manufactured Home Park, Lot number of the fires location.
2. If Possible, turn off Gas at the tank or meter.
3. Move autos a safe distance (500 feet) from home.
4. Evacuate the area to at least 500 feet.
5. Implement Procedures for evacuation if necessary.
 - a. Use autos for temporary shelter.
 - b. Be responsible for evacuation of Park by using established routes and procedures.

Utilities Emergency

Total —Electric Power Failure:

1. Call Otter Tail Power Company at (218) 751-3120.

Gas Line Break: TOP PRIORITY

1. Clear area immediately — make neighbors aware.
2. Call Minnesota Energy Resources Emergency 800-889-4970. There is no local contact.
3. Notify the Fire Department if necessary at “911” or at 218-751-9111

Water Main Break:

1. Notify manager Kelly Yetzer at 218-751-1419 or 651-783-2246
2. Call Bemidji Water Department 218-759-3564
3. Call Main office 651-426-6676

Skyline Village Manufactured Home Park

EMERGENCY PROCEDURES NATURAL DISASTERS

TORNADO:

Public Warning: Five (5) minute steady blast of Warning Siren and repeat if necessary. (ALERT SIGNAL)

1. Tune on radio or T.V. and tune in to local station,
 - a. KBUN – AM; 1450 on the dial; Bemidji, MN.
 - b. KB101 – FM; 101.1 on the dial; Bemidji, MN.
 - c. KAWE - TV; Channel 9; Bemidji, MN.
2. Residence should continually be alert to existing weather conditions. They should prepare for their own safety by monitoring radio weather broadcasting.
3. **Skyline Village Manufactured Home Park does not have a Tornado Shelter on site,**
The Designated storm shelter in the Bemidji area is Mt. Zion Church and they have agreed to allow residents access during a storm. It is located at:
Address: 414 Lincoln Ave SE, Bemidji, MN 56601
Phone: (218) 751-8000

Some possible brick building options are listed below and could provide shelter during a storm. The closest brick buildings to the park is located at:

1. Paul Bunyan Mall – 1401 Paul Bunyan Dr, Bemidji, MN 56601.
Their hours of operation are as follows:
Sunday 12 PM-6PM,
Monday 10AM-9PM,
Tuesday 10AM-9PM,
Wednesday 10AM-9PM,
Thursday 10AM-9PM,
Friday 10AM-9PM,
Saturday 10AM-7PM
2. Walmart Super Center - 2025 Paul Bunyan Dr NW, Bemidji, MN 56601. They are open 24/7.
3. Sanford Medical Center – 1300 Anne St., Bemidji, MN 56601. Emergency area open 24/7.

Note: Maps to all four locations are included with this brochure.

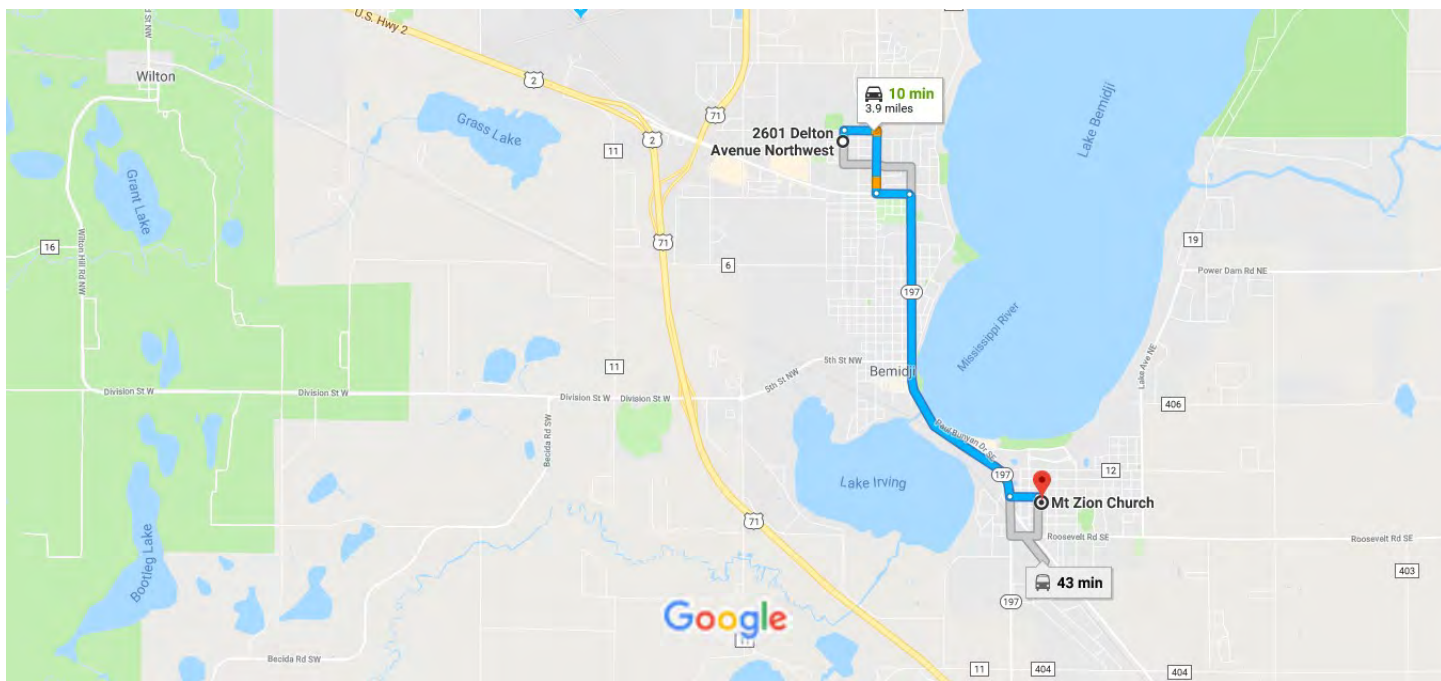
SEVERE THUNDERSTORM:

1. Tune on radio or T.V. and tune in to local station,
 - a. KBUN – AM; 1450 on the dial; Bemidji, MN.
 - b. KB101 – FM; 101.1 on the dial; Bemidji, MN.
 - c. KAWE - TV; Channel 9; Bemidji, MN. No siren will be sounded, unless a tornado is sighted.
2. Park residents should monitor local radio station for further advice of tornado conditions.

NOTE: An “All Clear” signal will be given by radio or TV only. Sirens are never used to signal end of warning.



2601 Delton Avenue Northwest, Bemidji, MN to Mt Zion Church Drive 3.9 miles, 10 min



Map data ©2018 Google 2000 ft

2601 Delton Ave NW

Bemidji, MN 56601

- ↑ 1. Head north on Delton Ave NW toward 29th St NW 453 ft

- ↘ 2. Turn right onto 30th St NW 0.2 mi

- ↘ 3. Turn right onto Irvine Ave NW 0.5 mi

- ↙ 4. Turn left onto Paul Bunyan Dr NW/US-2 Old 0.2 mi

- ↘ 5. Turn right onto Bemidji Ave N/US-2 Old 2.6 mi
i Continue to follow US-2 Old

- ↙ 6. Turn left onto 4th St SE 0.2 mi

- ↘ 7. Turn right at the 3rd cross street onto Lincoln Ave SE 220 ft
i Destination will be on the left

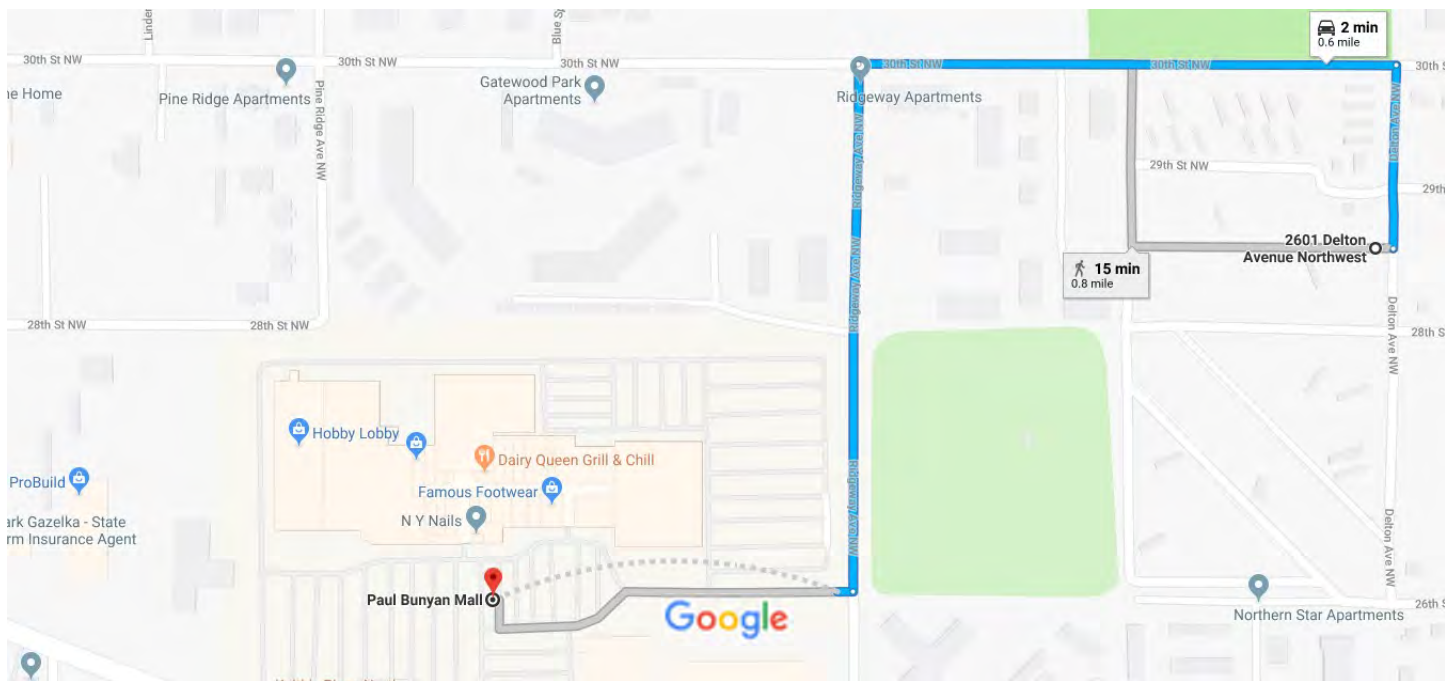
Mt Zion Church

414 Lincoln Ave SE, Bemidji, MN 56601



2601 Delton Avenue Northwest, Bemidji, MN to Paul Bunyan Mall

Drive 0.6 mile, 2 min



Map data ©2018 Google 200 ft

2601 Delton Ave NW

Bemidji, MN 56601

- ↑ 1. Head north on Delton Ave NW toward 29th St NW 453 ft

- ↶ 2. Turn left onto 30th St NW 0.3 mi

- ↶ 3. Turn left onto Ridgeway Ave NW 0.2 mi

- ↷ 4. Turn right 39 ft

Paul Bunyan Mall

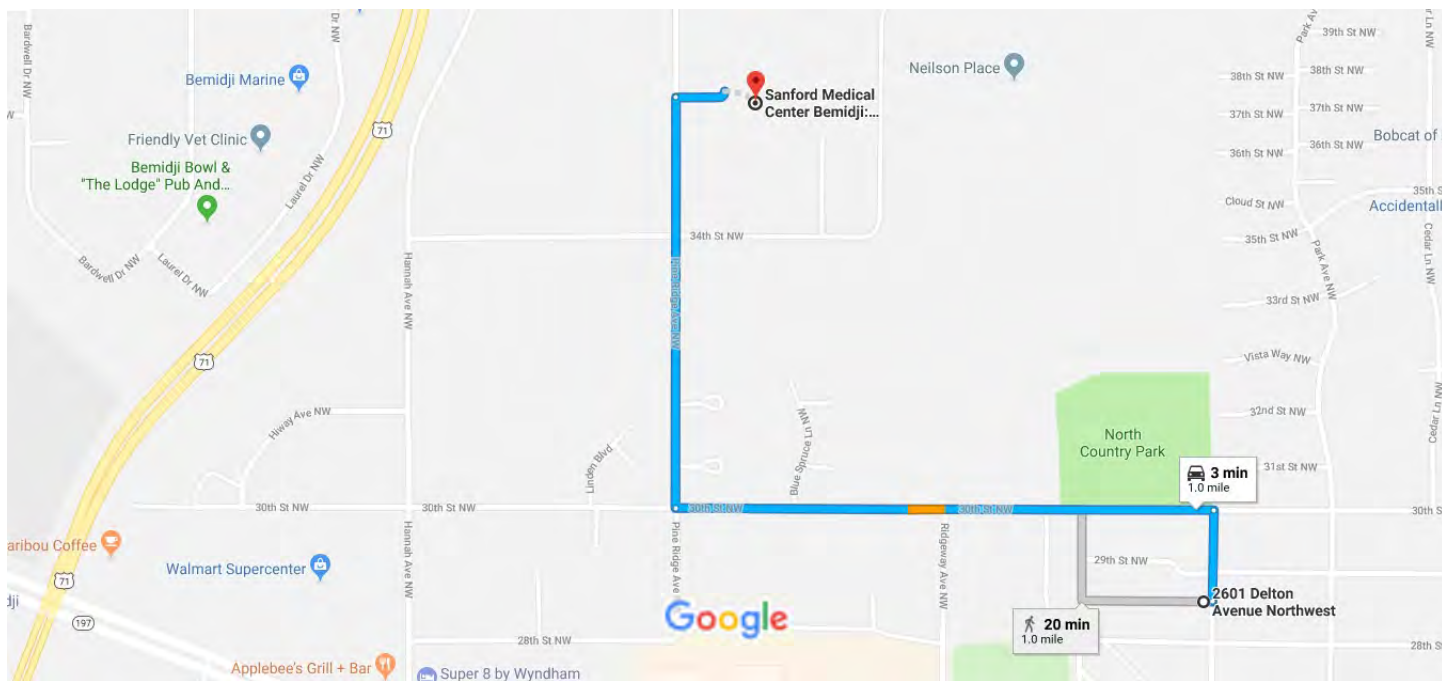
1401 Paul Bunyan Dr NW, Bemidji, MN 56601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



2601 Delton Avenue Northwest, Bemidji, MN to Sanford Medical Center Bemidji: Emergency Room

Drive 1.0 mile, 3 min



Map data ©2018 Google 500 ft

2601 Delton Ave NW

Bemidji, MN 56601

- ↑ 1. Head north on Delton Ave NW toward 29th St NW 453 ft

 - ↶ 2. Turn left onto 30th St NW 0.5 mi

 - ↷ 3. Turn right onto Pine Ridge Ave NW 0.4 mi

 - ↷ 4. Turn right 259 ft
- i Destination will be on the right

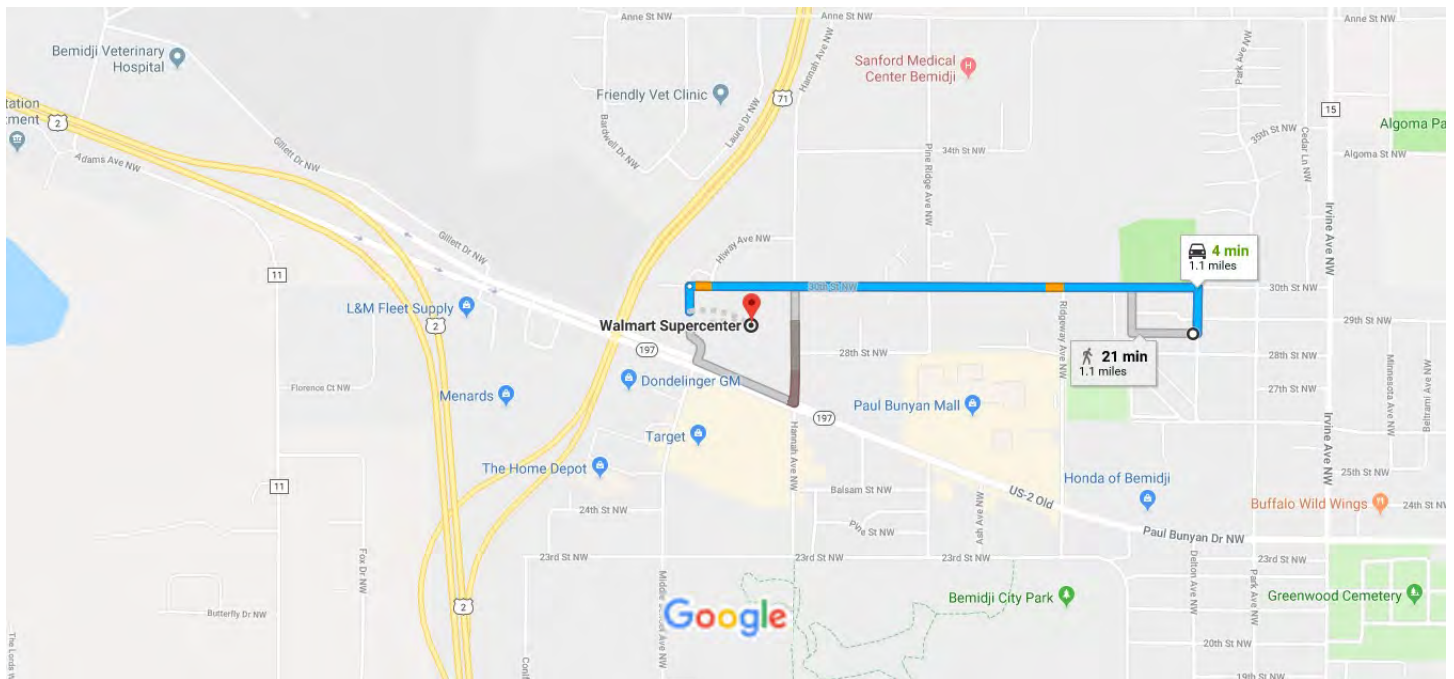
Sanford Medical Center Bemidji: Emergency Room

1300 Anne St NW, Bemidji, MN 56601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



2601 Delton Ave NW, Bemidji, MN to wal-mart 3233 supercenter address Drive 1.1 miles, 4 min



Map data ©2018 Google 1000 ft

2601 Delton Ave NW

Bemidji, MN 56601

- ↑ 1. Head north on Delton Ave NW toward 29th St NW
453 ft
- ↶ 2. Turn left onto 30th St NW
1.0 mi
- ↶ 3. Turn left
249 ft

Walmart Supercenter

2025 Paul Bunyan Dr NW, Bemidji, MN 56601

[Return to Agenda](#)

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.