

BEMIDJI CITY COUNCIL

Work Session Agenda

Monday, June 13, 2022


**City Hall
317 4th Street NW
5:30 P.M.**



1. CALL TO ORDER / ROLL CALL
2. NIELSON RIESE/CURLING CLUB DISCUSSION
3. ADJOURNMENT



City Manager's Office

To: Bemidji City Council
From: Nathan Mathews, City Manager 
Date: June 9, 2022
Re: Curling Club repairs and presentation

We will be meeting with the Bemidji Curling Club on Monday to discuss various repair and maintenance needs that have arisen at the Club. Attached is information Curling Club members will present about their organization, scope of repairs, and projected costs. The main pressing repair/maintenance item is the ice making plant; the plant went down earlier this year and must be replaced before next season if the Club is to operate.

Additionally, attached is a copy of the current lease the City has with the Bemidji Curling Club, which expires October 30, 2024. The Club is understandably asking the City to extend their lease as they commence fundraising and tackle this project. The Club is requesting the City to financially support their repair/maintenance project and as you can see has created a grant application to summarize the project and their request to you.

Earlier this week I met with President Dave Willford and Club leadership about this project, and discussed the project with our Building Official. The scope of work projected does not constitute a remodel, so bringing the Curling Club facility up to the current MN State Building Codes would not be required with this type of repair project.

Finally, as you are aware the City is conducting a Nielson Riese overall facility assessment with the 292 Group, including the Curling Club's side of the building. The report is expected to be completed in a month.



Bemidji Curling Club Continuing a Legacy Campaign

Bemidji City Council Working Session

June 13th, 2022

Organizational Background

► History

- Club organized on January 13, 1935
- Moved to present location in 1967 and given to City of Bemidji
- Open to the public

► Youth

- 1939 first season of high school curling. Since 1992 the Bemidji Senior High School has offered a curling class
- Sunday Beginning Curling for grades 1-5
- Monday after school Junior Curling class for grades 6-12
- 150+ youth per year on average in Juniors program, estimated to be the largest junior curling youth program in the nation
- Work with Bemidji Community Education so that subsidized participation is available
- Junior Curler Reimbursement Program



Organizational Background

► Leagues

- Monday - Thursday, 3- 4 draws (games) each day
- Curlers of all ages participating in the leagues, ages range from six to 90 plus and include both men and women
- Chub Naylor in 1996 organized a league specifically for the older generation of curler. The “Legends” meet for a friendly game in the afternoon Tuesday and Thursday, which is followed by gathering upstairs for fellowship.
- Novice/drop-in league on Wednesday evenings for those just starting out. \$20, “Member for a Day” to curl
- Membership, pre COVID: 300 - 400, Post COVID, 2021/22 - 210
- Goal for 2022/23: 250 Members!



Organizational Background

- ▶ **Bonspiel** - /'bänspēl/ noun - a curling tournament
 - ▶ Bemidji Curling Club hosts many men's, women's, mixed, open and junior bonspiels.
 - ▶ Local, State and National
 - ▶ Organizations rent the Bemidji Curling Club to host their own bonspiels, often as fundraisers
 - ▶ Economic Impact
 - ▶ 2021/22 Season - \$165,000
 - ▶ 4 canceled bonspiels due to COVID and Ice Plant Issues
 - ▶ 2018 Under 18 Junior Nationals - \$175,000
 - ▶ 2020 Mixed Doubles Nationals - \$75,000



Organizational Background

- ▶ Champions

- ▶ Many curling champions have called the Bemidji Curling Club their home club

- ▶ State

- ▶ Bemidji Curlers participate in many State level events each year

- ▶ Major Events:

- ▶ National
 - ▶ World
 - ▶ Olympic

- ▶ Each year there is a good chance someone from the Bemidji Curling Club is participating in a major curling event!



Organizational Background

► Welcoming Club



Project Narrative

- ▶ While the BCC has been well maintained over the years, things do wear out with use...
 - ▶ Refrigeration / Ice Plant - the main issue!
 - ▶ Arena Building Envelope Repairs
 - ▶ Exterior Sandblasting and Painting
 - ▶ Roof Repairs

Thank You!





Bemidji Curling Club
Continuing a Legacy Campaign

City of Bemidji
Funding Proposal
June - 2022

Continuing a Legacy Campaign

Application Index

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Section 1

MN Common Grant Application Form



Continuing a Legacy Campaign

June 2022

Minnesota Common Grant Application Form

Grant Application Cover Sheet

You may reproduce this form on your computer

Date of application: June of 2022 Application submitted to: City of Bemidji

Organization Information

Name of organization		Legal name, if different	
Bemidji Curling Club			
Address	City, State, Zip	Employer Identification Number (EIN)	
PO Box 101	Bemidji, MN 56619	41-0145135	
Phone	Fax	Web site	
(218) 751-1123	n/a	Bemidjicurling.org	
Name of top paid staff	Title	Phone	E-mail
Eric Fenson	General Manager	218-209-8975	rileykylen99@icloud.com
Name of contact person regarding this application	Title	Phone	E-mail
Bill Sanford	Board Member	218-760-2790	bsanford95@gmail.com

Is your organization an IRS 501(c)(3) not-for-profit? _____ Yes X No

If no, is your organization a public agency/unit of government? _____ Yes X No

If no, check with funder for details on using fiscal agents, and list name and address of fiscal agent:

BCC is a 501c7 and will be using the Northwest MN Foundation as the

41-1556013

fiscal agent for all fundraising due to their 501c3 status.

Fiscal agent's EIN number

Proposal Information

Please give a 2-3 sentence summary of request:

The Bemidji Curling Club (BCC) is requesting a \$67,142 investment by the City of Bemidji payable over two years for painting and roof repairs for the BCC's city owned building to insure the future of curling in Bemidji.

Population served: See section eight of application

Geographic area served: North central Minnesota

Funds are being requested for (check one) *Note: Please be sure funder provides the type of support you are requesting.*

_____ General operating support	_____ Start-up costs	<u>X</u> Capital
_____ Project/program support	_____ Technical assistance	_____ Other (list) _____

Project dates (if applicable): Aug '22 until done Fiscal year end: July 1 through June 30

Budget

Dollar amount requested:	<u>\$ 67,142</u>
Total annual organization budget:	<u>\$ 150,250</u>
Total project budget (for support other than general operating):	<u>\$ 392,337</u>

Authorization

Name and title of top paid staff or board chair: David Willford – Board Chair

Signature

David Willford

Section 2

Organizational Background



Continuing a Legacy Campaign

June 2022

Organizational Background

HISTORY

Bemidji Curling Club was officially organized on January 13, 1935 at a meeting at the Tourist Information Building. The Bemidji Pioneer promoted the organization with an editorial in January 1935. *“Curling has maintained its popularity in every community in which it has been started. Curling is a sport of all ages. It is interesting and healthful. It develops a splendid intercommunity feeling.”*

The club was first located at the old Farmer’s Market, located between Second and Third Streets on America Avenue. The next season the club moved to the Sports Arena built as one of the first WPA projects in Bemidji. There at Seventh Street and America Avenue it continued until 1967 when it moved into its present location at 23rd Street and Ash Avenue. The six sheet club includes members from Beltrami, Clearwater, Hubbard and Cass Counties. The club has a rich history of hosting memorable bonspiels and championships on the local, state and national level.

YOUTH

Youth have been involved in curling since the beginning. During the 1939 season high school curling was organized. Since 1992 the Bemidji Senior High School has offered a curling class as part of the curriculum. And Bemidji State University also offers a Curling Class. Both of which are held in the Bemidji Curling Club.

The club now has a Sunday Beginning Curling for grades 1-5 and a Monday after school Junior Curling class for grades 6-12. Both are run by volunteers and use the Bemidji Community Education program for promoting the classes. Many of our Bemidji junior curlers have had the opportunity to compete at the state, national and international level. Our club can count juniors that have won gold and silver medals at World Junior Championships. These achievements were possible because of the support and encouragement of our club members and organization.

LEAGUES

Chub Naylor in 1996 organized a league specifically for the older generation of curlers who were retired and had their afternoons free. Tuesday “The Legends” meet for a friendly game in the afternoon, which is followed by gathering upstairs for fellowship. Although Chub is no longer with us, the Legends continue and have added another league on Thursday afternoons.

We have curlers of all ages participating in the other leagues in the evenings. Ages range from six to 90 plus and include both men and women. Our teams include both skilled and those just learning the game. Those more experienced are very willing to help give advice on strategy to the less experienced. Every game begins and ends with handshakes between the teams.

A novice/drop-in league was started on Wednesday evenings for those just starting out. This league is for anyone with three years or less of curling experience. Many of these curlers are

introduced to the game through the Community Education Intro to Curling class offered in the fall before our season starts.

BONSPIELS

Bonspiels have been a big part of the curling experience. Our club has hosted many mens, womens, mixed, open and junior bonspiels. This past year we had the Curling Rocks Junior Bonspiel and the Blue Ox Open Bonspiel. The bonspiels include participants from Minnesota, North Dakota, Wisconsin and Canada.

Other organizations rent the Bemidji Curling Club to host their own bonspiels. They have included the American Legion Mixed, Leroy Zarling Memorial Bonspiel, First National Bank Lumberjack Bonspiel, Curling for Canines Charity Spiel, Clearwater Men, Womens, and Mixed Bonspiels, Lyle Derosier Memorial Beverage Bonspiel, and the Lumberjack Games Bonspiel.

EVENTS

The Bemidji Curling Club has hosted other events, such as USCA Instructor Training, USCA Official Certification and Coaching Clinics. This past year we hosted the U18 Minnesota State Playdowns and the Minnesota Curling Association State Club Playdowns. The club has hosted national events as well, most recently the 2020 USCA Mixed Doubles National Championship. The club also in the past has been honored to be one of the host clubs for some of the friendship tours: the Men's Scot's Tour, the Women's Scot's Tour and the Canadian Women's Tour.

CHAMPIONS

Many curling champions have called the Bemidji Curling Club their home club. There are many that have brought home medals and trophies, from state, national and world competitions. Most notable are the members that have played in the Winter Olympics. The year 2006 was a memorable year for curling in Bemidji. The Mens and Womens Olympic teams included six members of the Bemidji Curling Club. The Pete Fenson team brought home a bronze medal. It has been noted that all the publicity and interest in the teams generated a great amount of publicity and interest in the town of Bemidji as well.

WELCOMING CLUB

The club welcomes family, fans and spectators to watch curling. There is seating both in the downstairs level and the upstairs level. The middle level includes a kitchen for food preparation and the upstairs has a bar that serves both alcoholic and non-alcoholic beverages. The Bemidji Curling Club has a webpage and a Facebook page. There is also web-streaming available to watch curling for some events. The Bemidji Curling Club has a great group of volunteers that help to promote the sport of curling in our community.

Section 3

Project Narrative



Continuing a Legacy Campaign

June 2022

Application Narrative

Bemidji Curling Club

Continuing a Legacy Campaign

Project Background:

The Bemidji Curling Club's (BCC's) current facility was originally built back in 1967 and the BCC half of the facility was paid for by the BCC and donated to the City of Bemidji, so it is a city owned building. The BCC has had a no-cost lease of the facility from the City of Bemidji since that time. The building is a well-constructed metal building that is structurally sound. The BCC board has had recent meetings with City Manager Nate Matthews and Parks & Recreation Manager Marsha Larson and they have assured us that the City of Bemidji is not interested in decommissioning this building. The BCC has a lease that is valid through October of 2024 with the option to renew the lease for an additional ten years, for a term ending in October of 2034. See the lease in section nine of this application. In addition, based on our conversations with Mr. Matthews and Ms. Larson, we see no reason why this lease wouldn't be renewed in 2034 by the City of Bemidji as well. They see the value that the BCC brings to Bemidji and the entire region. For both the social and economic positive impact of the BCC, see section eight.

Base on being confident that this will be the home of the BCC for many years going forward, we feel very positive about repairing and upgrading this facility to insure the future of curling in Bemidji for many years to come.

Project Overview:

While the BCC has been well maintained over the years, things do wear out with use... and this facility has been well used. Because of this, the facility is in need of major refurbishment. The timing of this work is critically important due to the recent failure of the refrigeration / ice plant this spring. To ensure that we have a curling season this coming winter, we already ordered the ice plant this spring due to long lead-times of this equipment due to COVID. In addition to the ice plant, there are many additional areas that are in need of repairs and upgrades at the BCC. Below we will walk you through the necessary repairs and maintenance needed to get the facility back in good working order.

Refrigeration / Ice Plant:

During our Lumberjack Bonspiel on March 26, 2022 our 25 year-old refrigeration / ice plant went down due to major leaks in the Freon system. The club has experienced ongoing issues with the ice plant over the last five years and the issues kept getting more frequent and expensive to repair. Due to the severity of this last failure, we were forced to end the season early. We had an HVAC contractor come in and assess the situation and we were told that it is time to replace the refrigeration plant. They said they may be able to get the system working, but due to its age and the fact that it has failed several times over the past few years, and that the R22 Freon is no longer being made, it really needs to be replaced. In fact, production of the R22 refrigerant that our system is based on has been outlawed by the EPA because it destroys the ozone layer of the atmosphere. Because of this, supplies of the R22 refrigerant are limited to current inventories and what can be recovered from existing systems as they are decommissioned. Our current plant consists of four compressors, several large circulating pumps, valves, extensive plumbing, a large outdoor heat changer, miles of tubing in the floor, and a complex electrical system. The floor under the ice arena and refrigeration tubing was rebuilt less than ten years ago and is in good shape, so it's just the refrigeration plant, glycol plumbing,

pumps, and electrical service that needs to be replaced. The timing of this is very critical because the lead time for this equipment is long.

Arena Building Envelope Repairs:

The arena area of the building has old exhaust fans that are no longer used. These exhaust fans have old, worn out and damaged louvers that don't seal and allow for a great deal of air exchange with the outside. In the fall and spring, when temperatures are relatively warm outside, humidity enters the arena area and causes issues with the ice. We have a proposal from Cuperus Construction to remove the unused exhaust fans in the arena, replace metal sheeting and insulate those areas of the walls. This will greatly improve ice conditions during a large portion of the curling season.

Exterior Sandblasting and Painting:

The paint on the exterior of the building is peeling and in rough shape. To do the job correctly, the old paint needs to be sandblasted to remove loose paint and prepare the surface so new paint will adhere to the sheet metal. This is a big building and a big undertaking.

Interior Painting:

The paint on the interior of the arena area is also peeling and in need of refinishing. We have had paint chips fall onto the ice, which makes maintaining the ice much more difficult. In addition, a single paint chip on the ice can ruin a perfect curling shot. The interior painting quote in the project budget is for painting in the arena area only.

Roof Repairs:

The roof over the arena and lounge areas is in relatively good shape. It does need minor repairs where furnace and plumbing vents exit the building. The roof over the kitchen and dining area is another story and is in need of significant repairs. The metal roofing in this area needs to be removed and replaced. We have a firm quote for this work in the project budget section of this grant application.

Floor Covering:

The carpet in the dining area of the club also needs to be replaced and is a part of this overall project.

New Video Cameras & Streaming Equipment:

Twelve old, worn out analog low-resolution video cameras that are positioned over the house area on each end of every curling sheet need replacement. These cameras are a very important part of the spectator viewing experience and allow spectators to see the layout of rocks in the house on both ends of the sheet. We propose to replace these with new digital IP based Pan Tilt Zoom (PTZ) video cameras that can be remotely controlled. We also plan to add additional cameras at ice level that will allow us to stream events and league play worldwide on the BCC's YouTube channel using a new PC and streaming software. We will also need networking equipment and cabling to interconnect this equipment to a large IP switch, the streaming computer, and all the televisions in the viewing areas.

Office Computer:

The club manager is using an antiquated PC running out of date software. This needs to be replaced, along with a new printer.

COVID Related Debt:

The BCC has always lived within its means. Prior to COVID, the BCC always ended its fiscal year with a balanced budget or slightly in the black. COVID was very tough on the BCC with greatly reduced memberships and many of its leagues and community education classes being shut down most of the 2020-2021 season. The 2021-2022 season was better, but membership was still down due to people still being concerned to engage in activities and socialize with others due to COVID. Like other businesses, many of the BCC's expenses still came due. The BCC did apply for COVID relief funding, but most of the available funding was based on salaries and the BCC has no full-time employees and very few part-time employees, so its salaries are very low as a percentage of the overall budget. Because of this, the funds received were insignificant compared to the ongoing club expenses. Because of COVID, over the last three years, the club was forced to apply for a line of credit. Currently the BCC has a loan balance of about \$42,000 with its line-of-credit at Security State Bank. In order for the club to be healthy going forward, we must include tackling this debt as part of this campaign.

Improving the Quality of Community Life:

Winters are long and harsh in Northern Minnesota. The BCC provides a venue for social interaction, exercise, and competition through a sport that is unique in that people of any age can participate and compete. The club has community members that participate in curling varying in ages from six to over 90 years old. What other sport can say that?

Curling is also a great spectator sport and the BCC is open to the public. Anyone is welcome to stop by and watch some great curling during our weeknight league play with no admission charge. This is an organization and facility that is welcoming to everyone in the community. In addition, bonspiels and other events bring people in to Bemidji from around the region, and even around the country and Canada when the club hosts regional and national events. These bonspiel events are also open to the public and anyone can come in and watch some great curling, again, with no admission charge.

Contributing to Community Cohesion:

The BCC is a place where people come together for friendly competition, to socialize, and to create new connections and develop new friendships. Good sportsmanship and respect of others is paramount in curling. Every match begins with a handshake and ends the same way. The BCC also offers a unique ability to provide inter-generational impact between community members. No matter your age, experience level, or background, curling offers a way for people to come together and take part in one of the oldest team sports, whether for a social winter activity or a competitive and driven match.

Helping to Create a Positive Community Image:

Curling and the BCC has put Bemidji on the national and even international stage in a very positive light on many occasions. Many national and Olympic level champions have come from the BCC and we are very proud of the accomplishments of our club members over the years. As you enter the arena of the BCC, you will see the many hanging signs highlighting the many champions that have come from the ranks of our club over the years.

Responding to Community Needs:

Helping seniors stay active is important for our community and part of what the BCC does with its "Legends" league two afternoons each week during the curling season. The "Legends" league is an open league where any BCC member can just show up. Teams are put together on-the-fly each day giving these folks an opportunity to play and socialize with new people each week. This league is very well attended with the average age being over 70.

Engaging youth is also an important part of the BCC. Curling is offered as community education classes for varying age groups as well as through Bemidji High School and BSU for credit. It's a great opportunity for these students to learn a lifetime sport that they can enjoy for many years to come. In addition, there is nothing more satisfying than curling in a league with a parent or child. It's a great way to build intergenerational relationships with a fun, competitive activity.

Assisting in Economic Development:

In hosting bonspiels as well as regional and national events, the BCC brings many people into Bemidji. They stay in our hotels, eat in our restaurants, and shop in our stores. In addition, many new relationships and resulting business deals have been hashed out in the lounge of the BCC.

Summary:

Curling is a sport deeply rooted in sportsmanship, comradery, but most importantly community. The Bemidji Curling Club has been a pillar of this community since 1935 and now we look to our community for support as we launch our **"Continuing a Legacy"** campaign.

We sincerely thank you for your serious consideration of our funding request!

Section 4

Project Budget



Continuing a Legacy Campaign

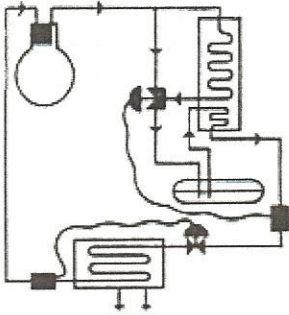
June 2022

Bemidji Curling Club
Overall Project Budget

Item	Cost
Refrigeration / Ice plant	\$207,204
Arena Building Envelope Repairs	\$10,000
Exterior Sandblasting and Painting	\$33,746
Interior Painting	\$50,442
Roof Repairs	\$23,396
Floor Covering	\$6,669
New video cameras & streaming equipment	\$17,420
Office computer & printer	\$1,500
Old debt	\$42,000
Total	\$392,377

Refrigeration / Ice Plant Replacement

Commercial Refrigeration	Equipment	103,769
	Install	25,000
	ECM mtrs	1,000
	I-vue	1,000
Water system	Piping	5,500
	Labor	7,500
	Pumps	26,435
	Glycol	2,500
	Insulation	5,500
Electrical	Equipment	27,000
	Pumps	6,500
Controls	IVUE	5,000
		216,704
Ottertail power rebate		-9,500
Total		207,204



COMMERCIAL REFRIGERATION SYSTEMS

SALES, SERVICE, INSTALLATION & REPAIR

Mark Rodorigo • John Rodorigo

Phone (218) 749-3366

104 East Chestnut Street • P. O. Box 1066

Virginia, Minnesota 55792

April 20, 2022

Bemidji Curling Club
Attn: Jaime
1230 23rd Street NW
Bemidji, MN 56601

Dear Jaime,

We are pleased to propose the removal & replacement of the chiller as follows:

1) Model #30HXA126LA-6-1ZB Packaged Chiller

1) Model #09AZV122FE-6C--A 09AZ Remote Condenser to include the following:

- Vertical air flow with standard motor (horizontal coil)
- R-134a
- Std ODP Motor with Fan Cycling
- Dual Circuit/Subcooling Circuit
- Aluminum Fin/Copper Tube
- Standard

Unit Information

- Model Number: **30HXA126**
- Quantity: **1**
- Manufacturing Source: **Charlotte, NC USA**
- Independent Refrigerant Circuits: **2**
- Capacity: **52.23 Tons** @ + 17 Degree Glycol
- Comp. Input Power: **99.53 kW**
- Unit Input Power: **114.5 kW**
- Capacity control steps: **8**
- Minimum Capacity: **10.00 %**
- Input: **2.193 kW/Ton**
- Unit Efficiency (EER): **5.473 BTU/Wh**
- Refrigerant: **R-134a**
- Shipping Weight: **5581 lb**
- Operating Weight: **5205 lb**
- Unit Length: **134 in**
- Unit Width: **33 in**
- Unit Height: **65 in**

Evaporator Information

- Fluid Type: **Ethylene Glycol**
- Brine Concentration: **35.00 %**
- Fluid Entering Temperature: **17.76 °F**
- Fluid Leaving Temperature: **14.99 °F**
- Fluid Flow Rate: **500.0 gpm**
- Fluid Pressure Drop: **8.71 ft H2O**
- Fluid Velocity: **4.9 ft/s**
- Fouling Factor: **0.000100** (hr-sqft-F)/BTU
- Fouling Factor Temp Adj.: **0.22 °F**

Saturated Evaporator Temp.

- Circuit A: **8.9 °F**
- Circuit B: **6.4 °F**
-

Condenser Information

- Entering Air Temperature: **95.0 °F**
- AirFlow: **82800 CFM**
- Number of Fans: **10**
- Fan Speed: **1140 RPM**
- Altitude: **0.000 ft**

Saturated Condenser Temp.

- Circuit A: **114.7 °F**
- Circuit B: **111.1 °F**

Subcooling

- Circuit A: **15.0 °F**
- Circuit B: **15.0 °F**

Total Heat Rejection

- Circuit A: **42.55 Tons**
- Circuit B: **33.74 Tons**
- Model Circuit A: **09AZ122**
- Qty. Circuit A: **0.5**
- Disch. Line Loss Circuit A: **2.00 °F**
- Qty. Circuit B: **0.5**
- Disch. Line Loss Circuit B: **2.00 °F**

Saturated Condenser Temp.

- Circuit A: **114.7** °F
- Circuit B: **111.1** °F

EQUIPMENT PRICE (freight allowed): **\$103,769.00**

Installation and piping of equipment w/existing pump NTE \$25,000.00

Work By Others

- Modifications to condenser stand (if required)
- Electrical Work

NOTE: If it can be verified that the existing air cooled condenser can be reused, there will be a price reduction.

If you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

Mark Rodorigo

Mark Rodorigo
CEO

Certified Drawing for CH-2

Project: CRS Rink Chiller
Prepared By: Tim May

04/18/2022
04:27PM

LEGEND

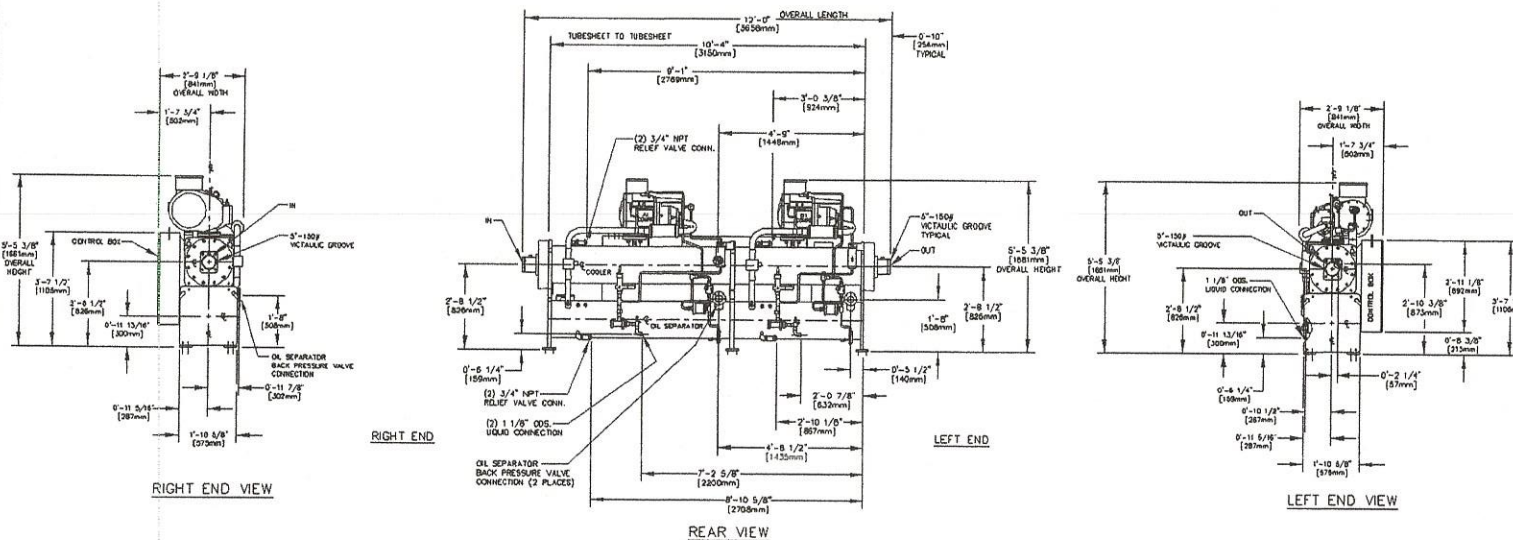
FLG - FLANGE
VIC - VICTAULIC
1P - 1 PASS
2P - 2 PASS
3P - 3 PASS
NH - NOZZLE IN HEAD
MWB - MARINE WATER BOX
STD ENDS - STANDARD ENDS
OPP ENDS - OPPOSITE ENDS
MLV - MINIMUM LOAD VALVE
SSV - SUCTION SERVICE VALVE

NOTES

1. TOLERANCES ON NOZZLE LOCATIONS AND OVERALL DIMENSIONS ARE $\pm 1"$ (25mm)
2. CARRIER DOES NOT RECOMMEND PRE-FAB WATER PIPING.
3. \odot DENOTES CENTER OF GRAVITY.

UNIT	OPERATING WEIGHT L.B. (KGS)	WGT DISTRIBUTION AT EACH MTG PLATE					
		1	2	3	4	5	6
30HX115	5163 (2342)	530 (240)	885 (406)	540 (245)	855 (388)	1456 (660)	897 (402)
30HX126	5205 (2362)	540 (245)	905 (410)	541 (245)	854 (392)	1468 (666)	897 (402)
30HX136	5309 (2408)	546 (248)	926 (420)	555 (252)	874 (396)	1498 (679)	908 (412)
30HX146	5335 (2420)	551 (250)	930 (422)	555 (252)	883 (400)	1508 (683)	908 (412)

NOZZLE ARRANGEMENTS	
COOLER ARRANGEMENT	MIRAGE (1 PASS)



JOB NAME:

BUYER:

SALES ENG.:

MODEL NO.:

JOB NO.:

P.O. NO.:

PREPARED BY:

CARRIER

ELECTRICAL CHARACTERISTICS:

JOB SITE LOCATION:

SALES OFFICE:

REFRIGERANT NO.:

NOTES:

30HX115-146

HERMETIC SCREW

LIQUID CHILLING PACKAGE

WITH

COMFORT LINKTM CONTROLS

DATE: 3-14-2014

REVISION: -

THIS DOCUMENT IS THE PROPERTY OF CARRIER CORP. AND IS LOANED TO YOU UNDER THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORP. WRITTEN CONSENT. SUBMISSION OF THESE ENDS OR DOCUMENTS DOES NOT CONSTITUTE A CONTRACT. SUPERSEDES DWG. DATED: -

CARRIER Dwg # 30HX115-146

REV. - SH1.1 OF 1

DATE: 3-14-2014

SUPERSEDES Dwg. DATED: -

30HX115-146

SH1.1 OF 1

P.O. Box 1771
Bemidji, MN 56619

Date	Estimate #
5/24/2022	34

Name / Address
Curling Club

Project

Description	Qty	Cost	Total
Remove fans and louvers, infill, insulate, and patch the metal panels		10,000.00	10,000.00
		Total	\$10,000.00



PO Box 546; Bemidji, MN 56619-0546
(218) 444-8494 - www.leyspainting.com

DATE

04/28/2022

Bemidji Curling Club
PO Box 101
Bemidji, MN 56619

PROPOSAL

TERMS		
Due on receipt of invoice.		
SCOPE OF THE WORK	ITEM	TOTAL
Budget for Capital Projects in 2023		
Exterior Repaint of the Curling Club part of the Neilson-Reise Building DESCRIPTION/SCOPE OF THE WORK Prep: Media blast the metal siding as needed Pressure wash Protect adjacent surfaces and apply 2 coats of Sherwin Williams BondPlex (or equivalent paint system) Color to be determined Metal Doors - Prep and apply 2 coats of an Acrylic Industrial Enamel Bemidji Curling Club letters - Prep and apply 2 coats of 100% acrylic latex, color to be determined	Labr/Material	33,746.00
Interior Painting SCOPE OF THE WORK 1. Corrugated Metal Walls - Bottom 8' Prep: Media blast to remove the existing loose paint as needed (sheltering as we go and exhausting dust) Clean up after prep Apply cleaner and pressure wash Apply 1 coat of InsIX Stix bonding primer and 2 coats of Benjamin Moore ScuffX semi-gloss latex enamel 2. Metal Walls above 8' Wash Apply 1 coat of InsIX Stix bonding primer		
Total		



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DATE

04/28/2022

Bemidji Curling Club
PO Box 101
Bemidji, MN 56619

PROPOSAL

TERMS
Due on receipt of invoice.

SCOPE OF THE WORK	ITEM	TOTAL
Apply 2 coats of Premier Plus Eggshell Latex 3. Box Wall at South End Prep and apply 2 coats of Benjamin Moore ScuffX semi-gloss on the bottom 8' below the windows, and eggshell above (colors to be determined) 4. Ceiling Deck and Beams Protect lights, heating units, etc. Wash Apply PPG SpeedHide Epoxy Ester Flat Solvent Based Dryfall (White) Note: This is recommended for Ice Rinks and is what we have used at the BCA. 5. Steel Doors & Frames (6) Prep and apply 2 coats of Benjamin Moore Command semi-gloss latex enamel Note: The cost of materials is hard to predict. We have tried to anticipate as best we can where prices may be in 2023.	Labr/Material	50,442.00
Pricing expires in 30 days.	Total	\$84,188.00

ACCEPTANCE OF PROPOSAL-Sign & Return 1 copy:
The above prices, conditions, and specifications are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

Signature: _____ Date: _____

P.O. Box 1771
Bemidji, MN 56619

Date	Estimate #
5/20/2022	33

Name / Address
Curling Club

Project

[illegible]

152 ANNE ST NW
BEMIDJI, MN 56601
PH (218)751-7448
FAX (218)759-1370

DATE	ESTIMATE #
5/5/2022	12325

Bemidji - Curling Club
P.O. Box 101
Bemidji, MN 56619

Phone Number #	Cell Number #
4443937	766-2604
Fax Number #	E-mail
	gr8sunny100@gmail.com

INSTALLERS WILL NOT REMOVE ANY
FURNITURE, ELECTRONICS ETC. ALL
ITEMS NEED TO BE REMOVED BEFORE
INSTALLATION.

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate.

Total	\$6,669.00
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**SPECIAL ORDERS CANNOT BE
RETURNED.**

Video Cameras & Streaming Equipment

Qty	Item	Each	Total
12	Overhead PTZ POE cameras	\$300.00	\$3,600.00
8	Ice level PTZ POE cameras	\$300.00	\$2,400.00
12	H.264 IP Video Decoder HDMI	\$200.00	\$2,400.00
1	48 Port POE IP Switch	\$1,000.00	\$1,000.00
1	Streaming PC w/software	\$2,500.00	\$2,500.00
5000	CAT6e riser grey network cable	\$0.20	\$1,000.00
100	Cat 6 Connectors	\$0.20	\$20.00
1	Misc mounting hardware, cables, supplies, et	\$500.00	\$500.00
1	Installation	\$4,000.00	\$4,000.00
			\$17,420.00

Section 5

FY23 Operating Budget & FY21 Year End Financials



Continuing a Legacy Campaign

June 2022

Bemidji Curling Club
FY23 Operating Budget (July 1, 2022 - June 30, 2023)

Revenue		Expenses	
Advertising	\$ 20,000.00	Salaries	\$ 12,000.00
Membership	\$ 60,500.00	Contract Services	\$ 27,000.00
Events	\$ 30,000.00	Administrative Expenses	\$ 250.00
Sales	\$ 25,000.00	Cost of Goods Sold	\$ 16,000.00
City Funding	\$ 5,000.00	Dues and Fees	\$ 15,000.00
Fundraising	\$ 5,000.00	Utilities	\$ 30,000.00
Miscellaneous	\$ 5,000.00	Repairs, Supplies & Maintenance	\$ 48,000.00
		Miscellaneous	2000
Total Operating Revenue	\$ 150,500.00		\$ 150,250.00
Operating Reserve	\$ 250.00		

	Jul '20 - Jun 21
Ordinary Income/Expense	
Income	
Covid-19 Surcharge	2,715.59
Credit card Processing Fee	0.00
Direct Public Support	
Bonspiel Income	3,200.00
Total Direct Public Support	3,200.00
Indirect Public Support	
Bar - Beer Sales	5,833.56
Concession Clothing	523.97
Pull Tab Income	150.00
Total Indirect Public Support	6,507.53
Other Types of Income	
Advertising Sales	18,100.00
City Capital Improvements	4,663.11
Facility Rent	3,275.00
Junior Curling Fund Raising	8,425.00
Key Card Income	400.00
Locker Rental	3,105.00
Miscellaneous Revenue	14,166.50
Pin Income	80.00
Total Other Types of Income	52,214.61
Program Income	
Membership Dues	
Adult Community Education Disc	-35.00
Early Pay Discount	-4,950.00
General Limited Memberships	11,965.00
General Unlimited Memberships	7,350.00
New Limited Memberships	980.00
Senior Limited Memberships	2,530.00
Senior Unlimited	6,820.00
Snowbird Memberships	495.00
Social	300.00
Student Limited Memberships	3,225.00
Student Unlimited Memberships	3,250.00
Membership Dues - Other	202.99
Total Membership Dues	32,132.99
Total Program Income	32,132.99
Total Income	96,770.72
Cost of Goods Sold	
Bar - Beer	838.27
Bar - Soda	154.00
Club Pins	624.18
Ice Ad Costs	3,800.00
USCA Membership Dues	2,968.00
Total COGS	8,384.45

Gross Profit	88,386.27
Expense	
Business Expenses	
License Fees	805.00
Total Business Expenses	805.00
Contract Services	
Accounting Fees	1,821.42
Ice Maker Services	17,999.94
Outside Contract Services	100.00
Total Contract Services	19,921.36
Facilities and Equipment	
Depr and Amort - Allowable	15,357.00
Equip Rental and Maintenance	5,853.16
Ice Expense	354.77
Janitorial Services	7,800.00
Total Facilities and Equipment	29,364.93
Operations	
Bank Service Charges	24.00
Bar - Misc	50.00
City Water & Sewer	1,391.34
Credit Card Fees	1,109.57
Electricity	13,206.03
Heating Expense	10,836.86
Junior Curlers Expense	7,943.28
Postage, Mailing Service	201.00
Solid Waste Expense	577.91
Supplies - Ice	5,207.01
Supplies - Office	685.89
Supplies - Other	1,084.79
Telephone, Telecommunications	2,050.06
Total Operations	44,367.74
Other Types of Expenses	
Advertising Expenses	100.00
Income Tax Expense	809.69
Insurance - Liability, D and O	5,021.00
Interest Expense	24.67
Other Costs	-43.42
Total Other Types of Expenses	5,911.94
Payroll Expenses	
Payroll Tax Expense	
SS & Medi Expense	796.94
Unemployment Expense	72.49
Total Payroll Tax Expense	869.43
Payroll Wages Expense	10,417.52
Total Payroll Expenses	11,286.95
Total Expense	111,657.92
Net Ordinary Income	-23,271.65
Other Income/Expense	

FY21 Bemidji Curling Club Profit Loss (July 1, 2020 -> June 30, 2021)

Other Expense	
Loss on Sale of Equipment	<u>596.00</u>
Total Other Expense	<u>596.00</u>
Net Other Income	<u>-596.00</u>
Net Income	<u><u>-23,867.65</u></u>

Section 6

Other Funding Sources



Continuing a Legacy Campaign

June 2022

Other Funding Sources

Bemidji Curling Club

Continuing a Legacy Campaign

The BCC is requesting that the City of Bemidji help maintain the exterior of this city owned building with funding to cover exterior painting, envelope repairs, and roofing repairs. The BCC will look to other sources to raise the funds necessary to cover the majority of this project including the refrigeration / ice plant, interior painting, and various other interior repairs and upgrades.

We are submitting a large funding request with the George W. Neilson Foundation with hopes that they will contribute the lead gift in this campaign. We also have many other funding requests in the works.

We feel strongly that the campaign will be much more successful if we can start the public phase already having raised at least half of the funds needed for the campaign. People want to be a part of a winner... a successful project. If we can show the community that we're over half way there, we feel that more people and organizations will jump on board and help us reach our goal.

We've already solicited our board members and have commitments of over \$5,000 from the board to date. Our next ask will be of the curling club membership. After that, we will begin the public phase of the campaign where we promote our project and the critical need for additional funding. We will announce our financial goal and tell the community how far along we are to date. We will work hard to get as much exposure for the campaign as possible and let the community know exactly how they can support the campaign.

We plan to do a large mailing to past participants of BCC bonspiels and events asking for their support. In addition, below is a partial list of organizations that will be approached and asked to participate in the project.

George W. Neilson Foundation First National Bank Foundation Blandin Foundation Paul Bunyan Communications Beltrami Electric Bank Forward Rotary Club	Beltrami County Northwest Minnesota Foundation Ottetail Power Company Security State Bank Deerwood Bank Lions Club Eagles Club
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We are committed to work hard to raise the funds needed and feel that we have a very worthwhile project that is worthy of community wide support.

Section 7

Board and Key Staff Listing



**Continuing a Legacy
Campaign**
June 2022

Bemidji Curling Club

Board and Key Staff Members

Board Members

Dave Willford – President Dave is the Director of Enterprise Application and Integration Product Support for the Information Technology division of Minnesota State Colleges and Universities. Dave has been a member of the club for 9 years, is active in many leagues, and is an active member of the Bemidji Curling Juniors program.

Stuart Noble – Vice President Stuart is a pharmacist here in Bemidji and has been an active member of the club and curls in many leagues. Stuart credits the Bemidji Curling Club as one of the primary reasons he and his wife moved to Bemidji from Lake of the Woods area.

Jordan Stearns – Secretary Jordan is the current Recording Secretary for the Bemidji Curling Club. She has been a member of the BCC for the last 4 years and it has been a large part of her meeting new people and being a part of the community once she moved to the area. Jordan works as an Executive Assistant and Special Projects Manager for NorthStar Orthodontics.

Jaime Quello – Treasurer Jaime is the President of Peterson Sheet Metal in Bemidji and brings management and sales experience of running a 40-million-dollar business with over 100 employees. He is an active curler in multiple leagues and heads the Jr curling program. He has 3 children that currently curl and have curled at competitive levels.

Eric Johannsen – Board Member Eric is a manager at KC's BEST Wild Rice. He is most involved with the board over the membership of the club. He has been curling for 20 years and a member of the club for 15 years.

Judy Mackenroth – Board Member Retired after 30 years as a flight attendant for Delta Airlines. Currently she works part-time at Aldi Inc in Bemidji. Judy has been a member of BCC for 5 years and stays active on several leagues.

Bill Sanford – Board Member Bill is the retired CEO of Lakeland PBS and brings management and fundraising experience to the board. Most recently, Bill has been a member of the Bemidji Curling Club for three years and enjoys curling in multiple leagues.

Paul Thompson – Board Member Paul is a retired attorney. Paul and his wife Cathy are currently operating a small fruit farm. Paul has been a member of the Bemidji Curling Club for a number of years.

Jenny Willford – Board Member Jenny is the Accounts Payable Clerk and Project Assistant at Hanson Electric of Bemidji, Inc. Jenny has been a member of the Bemidji Curling Club for three years and curls in multiple leagues. Jenny has also been involved with the Bemidji Jr. Curling program for the past eight years.

Key Staff

Eric Fenson - Bemidji Curling Club General Manager Eric has been the manager of the BCC for many years and has a wealth of knowledge about the BCC. In addition to the day-to-day management of the club, Eric also takes care of the ice and is an expert curling ice maker.

Section 8

Community Impact & Population Served



**Continuing a Legacy
Campaign**
June 2022

Community Impact & Population Served

Bemidji Curling Club

Continuing a Legacy Campaign

The BCC attracts people varying in age from six to over 90 years old. In addition, age is not a barrier to being a competitive curler. Curling is an activity that you can participate in and enjoy for life.

The BCC not only hosts many competitive curling leagues throughout the week, but it also offers curling through formal community education classes at grade 1-5 level, grade 6-12 level, and adult level. Curling is also offered by the Bemidji High School and BSU as a physical education class for credit. This past year, over 200 people of all ages participated in curling through these various educational opportunities. This is in addition to our regular BCC members who participate in competitive league play throughout the week.

In addition to the youth programs and classes, we have opportunities for seniors of any age with our "Legends" league. Tuesday afternoons each week, we host the "Legends" league that brings in many senior curlers. This is a great way for these seniors to stay active, have an opportunity to get out and socialize, and engage in friendly competition. The average age of members in this league is 70+ years old and these people anxiously look forward to their weekly curling outing at the BCC.

COVID has been very difficult for the BCC. Prior to COVID, the club had well over 400 active members who curled in various leagues throughout the week. Even during the curling season of 2020 - 2021, the BCC remained open for league curling in spite of greatly reduced numbers. Curlers had to wear masks and we had to make changes to the league pay to keep curlers safe. BCC membership fell to very low levels and it was a very tough year for the club. This past season of 2021 - 2022, membership rebounded somewhat, but was still down with only 208 members. With BCC members of all ages, many of our older members were still hesitant to participate in group activities for fear of contracting COVID.

In addition, pre-COVID, the club typically held over 16 bonspiels throughout the season with people attending from all over the Midwest and Canada. This past season we planned for 14 bonspiels, but ended up cancelling five of the events. Four were cancelled due to low registration numbers mainly due to COVID, and the last event of the season was cancelled due to our ice plant failure. Typically, we would get several Canadian teams curling in our bonspiels, but the Canadian border closing due to COVID also hurt the bonspiel registration numbers this past year.

Even in this off year, the bonspiels we hosted brought in 485 in-town participants and spectators. Out-of-town participants and spectators totaled 393, with these people staying in local hotels, eating in local restaurants, and spending money in local businesses. When analyzing these events, we have estimated that the out-of-town participants and spectators have spent more than \$165,000 in the Bemidji community this past year alone.

We are both hopeful and confident that this upcoming season we can gain back many of the members we lost the past two seasons due to COVID and we are excited to welcome back the curling community when we reopen later this year.

Section 9

City of Bemidji Lease Agreement



Continuing a Legacy Campaign

June 2022

REVISED BEMIDJI CURLING CLUB LEASE AGREEMENT

THIS REVISED LEASE AGREEMENT (the "Lease Agreement"), made and entered into this 20~~th~~ day of January, 2015 by and between the City of Bemidji, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City", and the Bemidji Curling Club, Inc., a Minnesota Non-Profit Corporation, hereinafter referred to as "Lessee":

WITNESSETH:

WHEREAS, the parties hereto have for many years cooperated to maintain and encourage recreational opportunities in the City of Bemidji, and, particularly, in furtherance of the sport of Curling; and,

WHEREAS, in 1967 Lessee constructed a curling facility on City land adjacent to the City's Neilsen Reise Arena, and conveyed the facility to the City while retaining the right to lease the same for curling and Curling Club related purposes; and

WHEREAS, in 1997, upon Lessor's/Lessee's receipt of a State Mighty Ducks Grant (hereinafter the "Grant") for facility enhancement purposes, and pursuant to Minnesota Statute Section 471.191, Subd. 1, the parties continued their cooperative relationship by entering into a lease agreement of the curling facility which lease agreement attempted to memorialize all of the rights and obligations concerning the Curling Club premises, including those specifically required under the Grant; and

WHEREAS, the parties desire to revise their lease agreement to keep current with the changing times and circumstances, upon and in accordance with the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the rents and covenants hereinafter mentioned, the parties agree as follows:

I. LEASED PREMISES

The City does hereby demise, lease and let unto the Lessee, and the Lessee does hereby take from the City the following described premises (hereinafter referred to as the "Leased Premises") situated in the City of Bemidji, State of Minnesota, to-wit:

A part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$), Section Five (5), Township One Hundred Forty-six (146), Range Thirty-three (33), described as follows:

Beginning at the southeasterly corner of a curling club building constructed and, which corner is also the northeast corner of a skating rink building owned by the City of Bemidji; thence running in a northwesterly direction along a line to the southwest corner of said curling club building, which corner is also the northwest corner of said skating rink building, and continuing along said line extended to its point of intersection with the center line of Ash Avenue, as the same is located in the Plat of Thieling's Re-Subdivision of Lots 5 and 6, Block 5, Pine Ridge Addition, extended southerly; thence north along said center line of Ash Avenue extended southerly to its point of intersection with a line running east and west parallel to and 33 feet southerly of the center line of 23rd Street as the same is located in the Plat of Pine Ridge Addition; thence east along said line a distance of 400 feet; thence south along a line at right angles to the last mentioned course of the point of its intersection with the extension in a southeasterly direction of the first course herein described; thence northwesterly to the point of beginning; together with an easement for ingress and egress to and from 23rd Street at any point along the north line of the Leased Premises herein described, and together with reasonable parking area on Leased Premises immediately adjacent to the described Leased Premises and on the easterly side thereof.

TO HAVE AND TO HOLD the Leased Premises as they are, without any liability or obligation by the City of making any alterations, improvements or repairs of any kind or nature on or about the Leased Premises, except as hereinafter provided.

II. LEASE TERM

Subject to earlier termination as otherwise provided in this Lease Agreement, the term hereof shall be from the 1st day of November to the following 30th day of October of each year, for a period of **10 years**, commencing November 1, 2014, and terminating on October 30, 2024. Lessee shall have the right to extend this Lease Agreement for one (1) additional renewal term of ten (10) years on the same terms and conditions as set forth in this Lease Agreement (the "Renewal Term"), unless said terms and conditions are modified by subsequent written amendment entered into by the parties. Lessee shall notify City of its intention respecting renewal of the Lease Agreement, in writing, six (6) months prior to the termination of the original term. The renewal term set forth herein shall begin on November 1, 2024.

III. RENT

In consideration of the Lessee's conveyance of the building and facilities to the City and, its continued operation of a governmental program, no rent shall be required of or payable by Lessee during the lease term.

IV. USES

A. Except as provided under Section VII. herein, Lessee shall use the Leased Premises for the conduct of the Sport of Curling, operation of a Curling Club, and purposes incidental thereto and for no other purpose. Lessee's permitted use shall include its operations under a Consumption and Display Liquor License, as well as under an On-sale License for the sale and consumption of 3.2 percent malt liquor, conducted on that portion of the Leased Premises reserved for Curling Club membership. Lessee will make all feasible and reasonable arrangements for the use of the curling facility by the public, making only a reasonable charge therefore as may be necessary to pay for expenses of its occupancy of the Leased Premises (including Club-related debt payment), the conduct and promotion of the sport of curling, and to ensure the continued existence of the Lessee.

B. The Lessee shall have the right to store curling stones, equipment, lockers, kitchen equipment and clubroom furniture, furnishings, and equipment on the Leased Premises without payment of rental.

C. If Lessee abandons the use of the premises for curling and curling-related governmental program activities, the City may give written notice as required under Sections IX and XII.B. herein and terminate the Lease Agreement.

V. REPAIRS, MAINTENANCE AND UTILITIES

A. The Lessee shall pay all electric, water, sewage and refuse disposal charges for the Leased Premises during the term of the Lease Agreement.

B. Lessee shall pay all expenses incurred in connection with the artificial ice equipment for the Lessee's sheet of ice.

C. Lessee shall keep the Leased Premises in neat and reasonable order and shall employ, at its own expense, sufficient help for the maintenance of the curling sheets as well as for the maintenance of good order of participants and spectators in and about the Leased Premises at all times during activities conducted or permitted by the Lessee.

D. The Lessee shall have the right, with approval of the City, to remodel, repair, alter, reconstruct or improve the curling building and facilities without obligation on the part of the City, but only after providing City with 30 days written notice.

E. That the City shall budget each year, the sum of up to **\$5,000** as the City's share of the capital repair and maintenance of the Leased Premises. This money shall

only be disbursed during the month of October of each year, and only after presentation of properly documented bills which have been previously paid by the Lessee. Such presentation of bills shall be made to the City Manager or the Manager's designee.

F. Provision for major repairs of the Leased Premises and payment of the cost thereof may be negotiated by and between the parties under separate agreement.

VI. RIGHT TO ENTER

City shall have the right to enter onto the Leased Premises at all reasonable times for the purpose of examining the same or making repairs, provided that entry and making of repairs does not interfere with the Lessee's use and enjoyment of the Leased Premises. In addition, Lessee, at all times, shall allow the City, in particular the Parks and Recreation Director, Public Safety Director and the Fire Chief or their designees, to enter upon the Leased Premises to inspect to ensure Lessee's compliance with the terms and conditions of this Lease Agreement, as well as of any liquor license or permit issued by the City. Should such inspection disclose, or should information coming to the attention of the City Manager disclose, that any of the structure, fixtures or operations of the Lessee on the Leased Premises are unsafe or pose a hazard or danger to the public health or welfare, or are in violation of any liquor license or permit, the City Manager shall give the Lessee notice of the condition or violation.

VII. SUBLEASING, ASSIGNMENT AND MORTGAGE

Lessee shall not assign, transfer, hypothecate, or mortgage the whole or any part of the Leased Premises or this Agreement or any or all of its rights hereunder, except on the prior written consent of the Bemidji City Council, and any transfer or assignment to the contrary shall be voidable at the option of the City. Lessee may sublease the whole or any part of the Leased Premises for purposes of permitting or conducting a bonspiel or other Curling related event in the Leased Premises. Lessee may also sublease the whole or any part of the Leased Premises for non-curling related special events upon reasonable notice of such an event being given ahead of time to the City through its Parks and Recreation Department. In all cases, Lessee must ensure that any sublessee shall abide by the terms and conditions of this Lease Agreement and comply with all laws and regulations, including those relating to the sale, serving and consumption of alcoholic beverages.

VIII. INSURANCE AND INDEMNITY

A. Insurance

The contents, equipment or furnishings of the Leased Premises, including the ice plant and other equipment attached to the building, shall be personal property for lease purposes so that the Lessee may pledge the contents, equipment and furnishings as collateral for lending purposes. Lessee shall provide Property Insurance coverage for its contents, improvements and betterments to the building on a replacement cost basis. A Special Coverage Property form shall be used for the described Leased Premises.

Lessee shall maintain General Liability Insurance covering the Leased Premises, Products sold and its operations authorized by this Lease Agreement. Minimum liability limits shall be at least \$1,000,000 Combined Single Limit (CSL).

Lessee shall maintain Worker's Compensation insurance as required by statute.

Lessee shall also maintain Liquor Liability insurance as required by statute with liability limits of at least \$500,000 CSL.

The cancellation provision of each policy 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. Annually prior to November 1, Lessee shall provide the City (file with the City Clerk) a Certificate of Insurance evidencing the required coverages.

Should Lessee sublease the Leased Premises, the Lessee either shall sponsor such event and insure the use and activity(s) under the coverages required herein or it shall require that the sublessee acquire and maintain the required coverages and limits for the event or use subject of the sublease, and that the sublessee provide written proof of said insurance coverage(s) to the Lessee and City in the form of a Certificate of Insurance.

Every three (3) years on October 1, or as soon thereafter as the parties are able to coordinate, during the term of this Lease Agreement, City and Lessee representatives will meet to assess the level and types of insurance required under the Lease Agreement, and amend the Lease Agreement's insurance term(s), if need be, as changed circumstances dictate, with such amendment to be effective the immediately following November 1 annual anniversary date of the Lease Agreement. The foregoing notwithstanding, Lessee shall have thirty (30) days within which to procure the changed insurance coverage and provide written proof of said insurance coverage to the City.

B. Indemnity

Lessee agrees to indemnify and hold harmless the City, its agents and employees, from and against any and all liability, loss, damage, costs or expenses, including attorney's fees, which may be claimed against the City, its agents and employees, by reason of any person(s) suffering personal injury, death, or property damage or loss,

arising out of activities of Lessee, its agents, employees, sublessees, and assigns, contemplated under this Lease Agreement, or arising out of Lessee's performance of or failure to perform obligations pursuant to this Lease Agreement or pursuant to any liquor license or permit obtained by Lessee for the Leased Premises.

C. Insurance Proceeds/Reconstruction

In case the building on the Leased Premises shall be so damaged by the elements, fire or any cause as to be unfit for occupancy for curling purposes, the City agrees to promptly use all net insurance proceeds collected by it for the reconstruction and repair of the building.

IX. CANCELLATION AND DEFAULT

If any term or condition of this Lease Agreement on the part of the Lessee to be kept and performed shall be violated or neglected and shall not be corrected by Lessee within thirty (30) days of delivery to it of a written notice of the default, unless otherwise provided in this Lease Agreement, then the Lessee does hereby authorize and fully empower the City or any duly authorized agent of the City to cancel and annul this Lease Agreement at once and to reenter and remove all property therefrom and to recover at once full and exclusive possession of all of the Leased Premises whether in possession of the Lessee or third persons.

X. CIVIL RIGHTS

Lessee shall not discriminate on the grounds of race, color or national origin against any person in access to and use of the facilities and services operated or otherwise maintained on the Leased Premises. Lessee shall operate and maintain such facilities and services in compliance with the provisions of Minnesota Statute Section 181.59, as the same may be amended from time to time. These statutory provisions are incorporated in this Lease Agreement as if set forth in their entirety.

XI. STATUTORY REQUIREMENTS

A. Statutory Authority

The Lease Agreement is entered into pursuant to the authority set forth in MSA 471.191, Subd. 1.

B. Governmental Program

The Lease Agreement is entered into in order to carry out a governmental program consisting of use of an indoor curling rink for youth and adult athletic activities (the "Governmental Program") pursuant to MSA Sections 471.15 through 471.191.

C. Reports and Budgets

Lessee shall continue to provide the City annually on or before the anniversary date of the Lease Agreement, with an evaluation report and a budget showing revenues and expenses, all such plans, reports and budgets relating to the Governmental Program.

XII. MISCELLANEOUS

A. Club Rules and Regulations

The Lessee may make and enforce rules and regulations respecting the use of the Leased Premises by its members, guests, and the people of the City as in its discretion it deems necessary and desirable.

B. Notice

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and served personally on the City or Lessee, or deposited in the United States mail, postage prepaid and addressed as follows:

Bemidji Curling Club
c/o President
P.O. Box 101
Bemidji MN 56619

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

The address to which notices are mailed may be changed by written notice given by the party to the other as herein provided.

C. Taxes

Lessee shall promptly pay any taxes which may be assessed and levied upon its interest in the Leased Premises under the terms of the Lease Agreement.

D. Waiver

Waiver by the City of any default in performance by Lessee of any of the terms or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

E. Laws

Lessee agrees to comply with all State and local laws, ordinances, and regulations that may pertain or apply to the Leased Premises and Lessee's activities and operations thereon.

F. Amendment

Any alteration, modification, or variation of this Lease Agreement shall be reduced to writing as an amendment and signed by the parties.

G. Severability Clause

The provisions of this Lease Agreement shall be severable, and the invalidity of any paragraph, sub-paragraph or sub-division thereof, shall not make void any other paragraph, sub-paragraph or sub-division, or any other part.

H. Successors in Interest

It is mutually agreed that all the terms and conditions of this Lease Agreement shall extend, apply to and firmly bind all successors in interest of the respective parties.

I. Data Practices

The City and Lessee must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Lessee under this Agreement. If Lessee receives a request to release the data referred to in this clause, Lessee shall immediately notify the City. The City will give Lessee instructions concerning the release of the data to the requesting party before the data is released. Lessee's response to the request shall comply with applicable law.

J. Annual Review and Evaluation

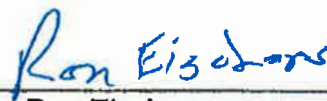
The City and Lessee shall meet as needed and no less than annually to review Lease Agreement matters, including costs, expenditures and division of responsibilities, in order to maintain compliance with laws and rules governing their respective operations, and to allow for renegotiation of relevant terms to maintain economic feasibility of and for each party's performance under this Lease Agreement. To effect necessary modifications, the parties may also meet to discuss proposed amendments to the Lease Agreement and wherein each will extend reasonable efforts to mutually accommodate and benefit each other as a party to the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year first above written.

BEMIDJI CURLING CLUB, INC.

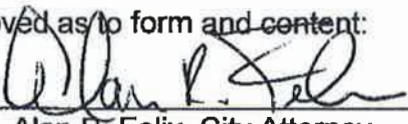
By: 
President

CITY OF BEMIDJI

By: 
Ron Eischens
Interim Acting City Manager

By: 
Rita C. Albrecht, Mayor

Approved as to form and content:

By: 
Alan R. Felix, City Attorney

Section 10

Non-Profit Status / Fiduciary Agency



**Continuing a Legacy
Campaign**
June 2022

Non-Profit Status / Fiduciary Agency

The Bemidji Curling Club (BCC) is a 501c7 non-profit organization, which is a social or recreational club organization that meets Internal Revenue Service criteria for tax-exempt status under IRS Code 501(c)(7).

Since contributions to a 501c7 organization are not tax deductible, the BCC has entered into a fund agreement with the Northwest Minnesota Foundation (NWMF) so tax deductible contributions can be made to the NWMF and directed to the BCC Fund. A copy of the fund agreement between the NWMF and the BCC is available upon request.



Agreement establishing the
_____ Fund (Fund # _____)
A designated fund of the Northwest Minnesota Foundation

This agreement is made as of the **20th** day of **May, 2022**, between **Bemidji Curling Club**, and Northwest Minnesota Foundation (NMF), a Minnesota non-profit corporation with its principal office located at 201 3rd St NW, Bemidji, MN. The **Bemidji Curling Club** Fund is subject to the following terms and conditions governing the management and use of all property designated for the **Bemidji Curling Club Fund**:

- 1. Establishment of the Fund.** A designated fund shall be established on the books of NMF which shall be known as the **Bemidji Curling Club Fund**. NMF acknowledges receipt of the property (cash and/or other gifts) listed in Schedule "A" attached hereto and made a part hereof as the initial property of the Fund.
- 2. Property of the Fund.** There will be the following components to the fund:
 - a. a permanent **Endowment Component** from which only the earnings or NMF payout policy allows are available for projects and activities within the stated purposes of the Fund.
 - b. a **Project Fund Component** for which all earnings and assets are available for projects and activities within the stated purposes of the Fund.
 - c. a **Restricted Fund Component**. This fund may also include restricted purpose sub-funds which can be established to support specific purposes or areas-of-interest within the general purpose of the Fund. These funds allow for both earnings and/or assets to be available subject to the fund's conditions of this core fund, including NMF's variance power, and allow for NMF appointment of special advisors to assist NMF by recommending distributions.

The Fund shall include the property received herewith, such property as may from time to time be transferred to the NMF for inclusion in the Fund and accepted by the NMF, and all undistributed earnings from the foregoing property. The Fund shall belong to NMF, held by it in its corporate capacity. NMF shall have authority over funds in the Fund, and the income derived therefrom in accordance with the Articles of Incorporation and Bylaws of NMF, and the terms of this Agreement applied in a manner not inconsistent with said Articles and Bylaws.

All gifts accepted and received by NMF for any component of this fund are irrevocable.

- 3. Purpose.** The fund shall be used to provide financial support for charitable, educational, and public purpose activities, projects, or services benefiting or furthering the mission of the Bemidji Curling Club, or its successors,

The uses of all earnings and assets of the Fund shall be limited to those permitted by an organization exempt from income tax under section 501(c) 3 of the Internal Revenue Code and consistent with the purpose of the Fund.

4. NMF General Variance Power. The Donor understands and agrees that these purposes may be modified or released in whole or in part in the event that it shall appear to the Board of Directors of NMF that circumstances have so changed since the date hereof as to render unnecessary, incapable of fulfillment, or impractical in furthering the charitable purposes of NMF, or inconsistent with the charitable needs of the northwest Minnesota area, and the Directors may from time to time direct the application of this gift to such other charitable purposes as, in their judgment, will most effectively accomplish the general charitable intent of the Fund and the general charitable purposes of NMF.

5. Management. The Fund shall belong to NMF, held by it in its corporate capacity. NMF shall have authority and control over funds and the income derived therefrom in accordance with the Articles of Incorporation and Bylaws of NMF, and the terms of this Agreement. Donors and advisors to the Fund must refrain from voting on any actions wherein they have a conflict of interest or that they would receive any personal benefit from the Fund.

6. Contributions. The Fund may accept both undesignated and restricted contributions, subject to these provisions and the status of NMF as a 501(c) 3 charitable organization. All contributions are irrevocable and subject to NMF's policies and procedures on administration, investment, and distribution. Subject to these guidelines, and NMF Board of Directors will make every effort to follow the donor's intent or interest in the use of donated assets or earnings.

7. Investment. All assets will be deposited and invested according to investment policies established by NMF Board of Directors.

- a. Endowed Funds: Endowed assets of the Fund will be deposited into the NMF investment (long-term) account. The General Spendable assets of an endowed fund will be deposited into the NMF transaction (shorter-term) account up to the estimated annual allotment as communicated in the annual distribution letter. The remaining balance of the General Spendable assets will be transferred into the NMF investment (long-term) account.
- b. Project (spendable) Only Fund: If a fund has only general spendable assets, and no endowed assets, the assets of a Project Only Fund will be fully deposited into the NMF transaction (shorter-term) account.

8. Distributions. Distributions from the fund shall be in accordance with the payout policy of NMF as determined by NMF Board of Directors and in effect at the time of the distribution. These policies provide that:

- a. Generally, only earnings of the Endowment Component of the Fund shall be available to support activities within the stated purposes of the Fund.
- b. Earnings and the principal assets of the Project Fund (spendable) Component of the Fund shall be available for activities within the stated purposes of the Fund.
- c. The use of principal and interest from donor designated or restricted contributions will be treated in accordance with the donor's wishes to the extent allowed by law.

- d. NMF Board reserves the right to amend or revise its general distribution policy and to take into consideration special distribution requests or recommendations in support of the fund's purpose.
- e. Donors are encouraged to establish funds that primarily benefit the residents of NMF's service area. However, grant dollars (not to exceed 20% of annual distributions) may be distributed to 501(c)(3) nonprofit organizations outside of this twelve-county area, subject to Board approval.

9. Reporting. NMF shall make fund statements available from the foundation's website to the Fund's Advisory Committee and Donor on the status of the Fund's activities and assets.

10. Fees. The Fund shall be charged its pro rata share of any investment management fee charged to NMF funds and may also be subject to any administrative fees established, published, and approved by NMF Board of Directors. These administrative fees may be amended from time to time. In addition, technical assistance from NMF program staff, as authorized by the Board of Directors, may be available and will be governed by an agreement between the Advisory Committee and NMF.

11. Minimum Requirements. A minimum of \$5,000.00 is required to establish the Fund; and \$10,000.00 in assets are required before grants can be made from the earnings of the Endowment Component. The minimum endowed balance of the Fund must be \$10,000 within three years of establishing the Fund.

12. Continuity. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. In the event the NMF Board of Directors, in its exclusive discretion, determines that the Fund is failing to achieve its objectives or doing so only in a prohibitively inefficient manner, or that the continued operation of the Fund is, for any reason, not in the best interests of NMF or the Fund, or that the existence of NMF will be terminated, the Fund shall be terminated and the NMF Board of Directors shall direct that the remaining assets of the Fund be distributed to remainder beneficiaries in the following order:

- a. To another NMF component fund of NMF selected by the Board of Directors of NMF which fund shall have aims and purposes substantially similar to those of the Fund at the time any assets of the Fund are to be transferred to it.
- b. In the event that no substantially similar fund exists, the Fund will be transferred to the general endowment fund of NMF with income used for projects to improve the quality of life in northwest Minnesota.
- c. One or more qualifying 501(c)(3) organizations selected by the NMF Board of Directors which shall have aims and purposes substantially similar to those of the Fund at the time assets of the Fund are to be transferred to it.

A two-thirds majority of the full Board of Directors of NMF in favor of termination is required.

13. Amendments. NMF Board of Directors retains the right to amend, change or alter the terms and conditions establishing this Fund, and the conditions setting forth the use of the Fund's assets provided that those amendments, changes, or alterations are consistent with the originally stated purposes of the Fund. Any amendment change or alteration that is inconsistent

with the originally stated purposes shall be considered a termination or dissolution of the Fund. A two-thirds majority vote of the full NMF Board of Directors in favor of an amendment, change or alteration is required.

14. Component Fund. It is intended that the Fund shall be a component fund of NMF and that nothing in this Agreement shall affect the status of NMF as an entity that is a qualified charitable organization. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of NMF.

15. Miscellaneous. The following additional terms are part of this agreement:

- a. This agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- b. This agreement shall be binding on and inure to the benefit of the parties and their respective successors or assigns.
- c. This document contains the entire agreement between the parties.
- d. In the event any portion of this agreement is held to be unenforceable or void, such provision(s) shall be deemed to be severable and shall in no way affect the validity of the remaining terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

Dated this **20th** day of **May**, **2022**.

By: *David Wilford* 06/02/2022
Title: Chair

By: Karen White
Title: President/CEO
Northwest Minnesota Foundation

SCHEDULE A

Bemidji Curling Club Fund (Fund # _____)

DATE: May 20,2022

Initial Contribution:	\$	5,000.00
---	\$	XXXXX.00 into endowment
---	\$	5,000.00 into spendable

David Wilford

Fund Advisory Committee

Fund Advisory Committee