

BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY

A G E N D A

July 16, 2018

**6:00 p.m. (or soon thereafter)
Council Chambers**

1. CALL TO ORDER
2. CONSIDER HOCKEY DAY BEMIDJI 2019 MUNICIPAL AGREEMENT
3. ADJOURN

COUNCIL AGENDA ITEM



Meeting Date: July 16, 2018

Action Requested: Authorizing Execution of Hockey Day Bemidji 2019 Municipal Agreement

Prepared By: Alan Felix, City Attorney

A handwritten signature in blue ink, appearing to be "Alan Felix", is written over the name in the "Prepared By" line.

Reviewed By: Nate Mathews, City Manager

Though the announcement of Bemidji's selection as the site of Hockey Day Minnesota 2019 was just made on the 4th of July, the Council knows and appreciates that behind the scenes community discussion and preparations have been ongoing for quite some time! With the official designation, the City and BEDA Staff working with the Hockey Day Committee have put together the attached draft agreement to govern our cooperative working arrangement respecting both the BEDA-owned site of the Event (and associated City infrastructure) as well as our working relationship respecting supportive efforts needed to pull off the event, before and after the actual event activities.

The draft agreement is modeled after the Stillwater Hockey Day 2017 event. Obviously, there are some differences unique to their or our experience, but the format was helpful generally in defining our own issues and needs.

Remember, this event is driven by and will be successful based upon the volunteerism of the Bemidji Committee and their myriad supporters.

If Council members have any questions before Monday night's meeting or at the meeting itself, please do not hesitate to ask. Though I can't say 100% for sure, I do believe that the Committee Chair Tom Kuesel will be attending Monday's meeting to answer questions as well.

This Agreement will need the BEDA's consideration and approval as well (See, BEDA Agenda Item).

Recommendation:

Authorize the Mayor and City Manager to execute the Hockey Day Bemidji 2019 Municipal Agreement in substantially the form presented. City Staff (and BEDA counterpart) is further directed to undertake such additional steps as are necessary to effectuate this agreement.

HOCKEY DAY MINNESOTA – BEMIDJI 2019
MUNICIPAL AGREEMENT

THIS AGREEMENT, is entered into as of this _____ day of _____, 2018, between the CITY OF BEMIDJI, MINNESOTA, the BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY (the “BEDA”), hereinafter collectively referred to as (the “City”), and the BEMIDJI HOCKEY DAY MINNESOTA LOCAL ORGANIZING COMMITTEE, hereinafter referred to as (the “Committee”).

WHEREAS, the Committee has contracted with the Minnesota Wild Professional Hockey Club to host Hockey Day Minnesota in Bemidji in January 2019 (the “Event”) at a location within the City of Bemidji; and

WHEREAS, to host the Event, the Committee is required to construct, operate, and maintain a temporary, refrigerated, outdoor ice rink suitable for high school and college hockey games with seating to accommodate approximately 3,000 spectators, and to provide food, beverage, activities, and entertainment for the Event, which will be open to the public for three (3) days and will be open to Bemidji Youth Hockey and Bemidji High School Hockey for six (6) additional days; and

WHEREAS, the BEDA is the owner of two (2) platted, vacant lots in the area of the City known as the South Shore Development, more particularly described in Exhibit A attached hereto and made a part hereof, together with certain improvements thereon (collectively the “Site”). The two vacant lots being situated immediately west of the Sanford Center parking lot and which border Central Avenue on the immediate west and east sides of said Avenue; and

WHEREAS, the City and the Committee recognize the tremendous value to the Bemidji Community of hosting the Event, and desire to work together to make the Event a success in Bemidji; and

WHEREAS, in support of the Event the City is willing to allow the Committee to construct, maintain and operate a temporary ice rink and its related Event activities on the Site.

NOW THEREFORE, in consideration of the promises herein recited and the covenants, conditions and agreements set forth herein, Committee and City agree as follows:

1. **TERM.** The term of this Agreement shall commence upon final execution of the Agreement by the parties, and continue until May 1, 2019, unless earlier terminated earlier by the parties.

Moreover, operational timelines of the Event are anticipated as follows:

General: December , 2018 through February , 2019.

Event Activities: (Weather Dependent) January , 2019 through January , 2019;
Actual Hockey Day, Minnesota Event, Friday and Saturday, January – January , 2019.

Cleanup: January , 2019 through February , 2019.

Completed Site Restoration: By May 1, 2019.

2. **SHARED USE:** In consideration of the mutual covenants as set forth herein, and except as otherwise provided in this Agreement, the City hereby agrees and consents to the Committee's shared use of the Site with Hockey Day Minnesota Event sponsors, for the sole purpose of producing, promoting and managing the Hockey Day Minnesota 2019 Event and related concession activities, including the making of improvements to the Site prior to the commencement of the Event, and, following the Event, for removal of the temporary facilities and for Site cleanup and restoration.

3. **SITE USE.** Committee shall use the Site only for the construction, maintenance and operation of a temporary, refrigerated, outdoor ice rink and related Event amenities, including but not limited to, permission to construct and maintain temporary bleacher seating, temporary fencing, temporary lighting and tents, temporary restroom facilities, and such other temporary items necessary to produce the Event successfully. The Committee is also permitted to engage Ottertail Power Company to supply the Site with electrical power to serve the Event, and to modify the public sidewalk on the Central Avenue Roundabout to enable access to the site by ice resurfacing equipment (Zamboni). The Committee is further permitted to work within the drainage swale area comprising a portion of the Site. The Committee is solely responsible for the cost of installation of power services and the electrical usage associated with conducting the Event, and for the restoration of the public sidewalk, drainage swale, and any other infrastructure impacted by these activities.

4. **FEES.** (reserved)

5. **ESCROW/SECURITY DEPOSIT.** After execution of this Agreement, Committee shall have until October 1, 2018 to pay to the City an escrow or security deposit in the amount of \$5,000. The City shall retain the escrow/security deposit and may apply the escrow/security deposit to any obligations of Committee under this Agreement, including but not limited to damage to the Site and to public infrastructure, for cleanup costs, or for payments otherwise due in relation to activities performed hereto. City shall refund any unused portion of the escrow or security deposit to the Committee within thirty (30) days of the termination of this Agreement. If City does not return the full deposit amount, City shall provide to the Committee an itemized accounting of any amounts withheld, within thirty (30) days of the termination of this Agreement. The City shall retain any interest earned on escrow or security deposit.

6. **CONSTRUCTION OF ICE RINK:** The Committee shall be solely responsible for construction of the temporary ice rink and related Event amenities, the production of the Event, and any costs related thereto. Organizer may begin installation of the base for the temporary ice rink, including grading and filling and Site security (fencing), upon

execution of this Agreement; provided, the Committee first submits plans to the City showing the proposed location of the rink base at least ten (10) days in advance for the City's review and approval. No construction or Site work shall begin until approved by the City and all building permits and related approvals required by law are secured. All Site work and construction on the Site shall conform to any and all applicable laws, regulations, or building codes governing such installations, including security of Site during and after Construction activities and the installation of required Erosion Control measures.

- a. Committee agrees to work with City to avoid inconvenience to or interference with City's own use of the Site during this time period. However, once Site work is commenced, the Committee shall install a temporary fence around this Site for general security purposes and to prevent damage to the temporary rink-related improvements.
- b. The parties agree to conduct a walk-through inspection of the Site in December 2018 at a mutually agreeable date and time to assess the status and condition of the Site. The City's representatives for purposes of this walk-through may include City employees from Public Works and Parks Departments. Committee agrees to send an authorized representative to attend this walk-through with the City.

7. **REMOVAL & RESTORATION.**

- a. Committee shall remove all equipment and amenities from the Site by **(?) February 1, 2019**, with the exception of the hockey ice rink, boards, fabric and fill, which items may be removed from the Site as soon as possible in the spring, weather permitting.
- b. Post-Event, the Committee agrees to work with the City's Public Works and Parks staff to remove these final items, conduct a walk-through inspection of the Site to determine condition of the Site, discuss restoration activities and complete the site restoration work, including but not limited to potential vegetation replacement, as soon as possible while minimizing damage to the Site.

8. **DAMAGE.** If it is established that any portion of the Site, surrounding landscape, parking lot, or other public infrastructure is damaged by the act or failure to act of the Committee, its employees, volunteers, agents, or visitors during the term of this Agreement, beyond normal wear and tear, Committee shall be responsible to repair the damage in accordance with direction provided by the City. If Committee fails to repair the damage, City may repair the damage and reimburse itself for such expense from the Escrow or Security Deposit. If the Escrow or Security Deposit is insufficient, City shall invoice Committee for the cost of repairing such damage not covered by the Escrow or Deposit, which invoice Committee shall pay within fifteen (15) days of receipt.

9. **VENDORS.** Committee shall be permitted, during the time period of January , 2019 through January , 2019 to sublet or rent out a reasonable amount of space in the Site area to lawful and appropriate food and beverage vendors, concessionaires or event-related ventures. It shall be the responsibility of Committee to verify that each vendor, concessionaire, or sub-lessee possesses a valid Minnesota Tax Permit before allowing them to set up or engage in sales activities.

The Committee shall provide satisfactory evidence to the City that all such vendors, concessionaires, or sub-lessees meet all minimum State and local Health Department requirements or any other requirements as may be imposed by any applicable laws, codes, or ordinances in force at the time of the Event. No other subletting or assignment relating to the Event is permitted without the expressed written consent of the City.

10. **ACCESS; SNOW PLOWING.** The Committee shall be responsible for providing access to the Site during the Committee's Event operations. However, City does plow the City streets consistent with the City's standard snow plowing policy, and Venuworks in its responsibilities as management of the Sanford Center agrees to plow the adjacent parking lot. City does not make any warranty or guarantee that the streets or parking lot will be plowed at any given time to allow Committee to operate on the Site and its guests and invitees to access the Site.
- a. The Committee shall otherwise plow or arrange for snow removal/plowing the Site and/or the parking lot and/or other parking areas within the Site for and during the Event.
 - b. The Committee shall provide the appropriate use of warning signs, rubber mats and roughing of the ice shall be used to address slippery conditions.
11. **ACCESSIBILITY.** The Committee shall comply with all applicable federal, state and local accessibility requirements to ensure access to the Site and the Event by all persons.
12. **CONDITION OF SITE.** The Site is not designed for the use provided for herein. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to the suitability of the Site for use as an Ice Hockey Rink , nor for the condition of the Site. The taking of possession of the Site by the Committee shall be conclusive evidence that Committee accepts the Site "as is." In no Event shall City be liable for any defect in the Site.
13. **MAINTENANCE OF SITE.** The Committee shall keep and maintain the Site and all improvements in a safe, sanitary, and orderly condition, in good repair, free of refuse and objectionable noises, odors, and nuisances, and shall restore and yield the same back to City upon the termination of this Agreement in such condition and repair as shall exist at the commencement of this Agreement.

14. **ALTERATIONS OR IMPROVEMENTS.** The Committee shall not drive stakes, excavate, or otherwise undertake any underground actions without first securing approval from the City and further having all underground utilities properly located by One Call or identified by the City prior to proceeding with said underground actions.
15. **SUPERVISION & SECURITY.** The Committee shall be responsible for providing all supervision of Committee's employees, volunteers, agents and visitors on the Site.
- a. Committee shall be responsible for ensuring that all employees, volunteers, agents and visitors, while using the Site, follow any and all federal, state and local laws, regulations, ordinances and policies. In addition, Committee shall be responsible for the safety and behavior of all employees, volunteers, agents and visitors, including but not limited to safety, noise, and objectionable actions.
 - b. Committee agrees that at all times during permitted use of the Site under this Agreement the Site will be properly supervised and overseen by an employee, volunteer or agent of the Committee with sufficient empowerment and decision-making authority to act on behalf of the Committee.
 - c. The Committee shall provide City with a list of supervisory employees, volunteers, and agents, properly identified, complete with dates, times, and cell phone numbers, when said supervisory employees, volunteers, and agents shall be on-duty before, during, or after each daily Event.
 - d. City will provide to the Committee a list of City employees or agents, properly identified, with sufficient empowerment and decision-making authority, to act on behalf of City, complete with dates, times, and cell phone numbers who shall be on-duty before, during, or after each separate Event.
 - e. The Committee and City shall confer with the Chief of Police as to the advisability of closing of any streets. The Committee shall hire any security personnel/police personnel that is required for the Event.
16. **ALCOHOL AND LIQUOR CONTROL.** Alcohol may be served by the Committee or its designated Caterer during the Event within the Site, subject to the City of Bemidji alcoholic beverage licensing provisions and the Committee being granted an appropriate Temporary Liquor License and Consumption Permit as allowed by the Bemidji City Code and State Law. All Licenses, including any designated Caterer, must be approved and proof of Liquor Liability Insurance Coverage must be submitted to the City Clerk. The Committee or its designated caterer must check age identification prior to service of alcohol to any patron, and must utilize appropriate wrist band identification for patrons of legal drinking age. Committee shall control access at the Site so as to prevent patrons leaving the Site with alcoholic beverages. No other alcohol use or possession on the Site or on adjacent City-owned property in relation to the Event is allowed.

17. **HAZARDOUS WASTE.** The Committee its agents, or assigns shall not store hazardous waste, transfer hazardous waste, or participate in refueling operations at the Site (other than equipment owned or controlled by it) for purposes of this Section, hazardous waste is defined as waste that poses substantial or potential threats to public health or the environment and generally exhibits one or more of these characteristics: ignitable, reactive, corrosive, or toxic.

18. **SIGNS.** The Committee may place temporary signage on the Site for advertising and directions. All signage must be in compliance with the City Code and Greater Bemidji Area Joint Planning Board (JPB) ordinances, and be approved in advance by the JPB.

19. **ALTERATION OR IMPROVEMENT; LIENS.** All structures and equipment installed on the Site shall be approved in advance by the City, and the Committee shall obtain any required permits or licenses, including building and electrical permits, necessary for such structures or equipment.

Committee covenants and agrees to keep the Site and improvements situated thereon free and clear of any and all liens in any way arising out of the use thereof by the Committee and will defend and indemnify and save City harmless from any and all such liens which may arise by reason of alterations or improvements made by the Committee. If any mechanic's lien is filed against any part of the Site for work claimed to have been done for, or materials claimed to have been furnished to, the Committee, such mechanic's lien shall be discharged by the Committee within ten (10) days thereafter, at Committee's sole cost and expense, by the payment thereof or by making any deposit required by law. Failure of the Committee to have the lien discharged shall constitute a default under this Agreement.

20. **ASSIGNMENT OR SUBLET.** Except as provided under this Agreement, the Committee shall not sublet the whole or any part of the Site, or assign all or any part of its present interest in this Agreement, without first obtaining the written consent of City to any such sublease or assignment, which consent may be withheld in the City's sole discretion. Independent sub-events require separate approval by the City.

21. **LIAISON.** City designates the City Administrator as the City employee to serve as staff liaison and primary contact between the Committee and the City.

22. **CITY SERVICES.** The type and amount of the materials specifically noted in this Section that are needed for the Event, if any, will be determined by the Parks and Public Works Superintendents. The Committee shall be required to provide portable toilets, barricades for street closure, trash removal, and electricity for vendors. The Committee may contact the City to arrange rental of materials and may be charged for use according to the City of Bemidji policies.

- a. Portable Toilets. The Committee must furnish a sufficient quantity of portable toilet units, with hand sanitizing, to facilitate expected crowds, at least two (2) of which shall be handicap accessible. Additional portable restrooms must be provided by the Committee if deemed necessary to protect public health as determined by the City throughout the Event.
- b. Barricade Placement. The Committee shall place reflective standard barricades no later than 8:00 a.m. on January , 2019, at the parking lot entrances as designated by the Public Works Department. This will inform users of the parking lot closure for the Event.
- c. Bleachers. Bleachers to be installed at the Site for patrons attending the Event, shall be inspected by the Bemidji Police Department prior to use for Event activities.
- d. Trash Management. The Committee shall furnish dumpsters or roll-off boxes and trash receptacles in sufficient quantity to contain the accumulation of trash generated by the Event. The Committee shall make certain that all trash is picked up daily during and after Event. The Committee shall remove any excessive garbage that does not fit within the receptacles and dispose in trash dumpsters. The City reserves the right to require additional receptacles should the Committee not remove excess garbage from the Event.
- e. Utility Walk-Through. The Committee shall contact the Park and Public Works Departments to walk through the Site to consider irrigation and electrical locations, City utilities and other infrastructure prior to installation/construction of the Temporary Ice Rink and all other tents, temporary seating, temporary stands or buildings, etc.
- f. Electricity. The Committee agrees to meet with the City and/or the State electrical inspector a minimum of 1 week prior to the opening of the Event Activities to ensure all vendors using electrical service comply with the Minnesota Electrical Code. Inspection costs (if any) shall be the Committee's responsibility.
- g. Parking Lot Use. The Committee is granted the use of the west half of the Sanford Center parking lot for the duration of the Event. **The Committee may charge for parking in the aforementioned area during the Event.** The Committee shall provide adequate shuttle service to Event patrons who are unable to park in the Sanford Center parking lot. The City will assist the Committee to identify other municipal lots that may be used as shuttle pick-up and drop-off locations. If applicable, the Committee shall cease to park or

allow the parking of vehicles in the Sanford Center parking lot after 6:00 p.m. on Saturday, January 19, 2019, to accommodate that evening's Bemidji State University Men's College Hockey Game at the Sanford Center.

- h. City/Paul Bunyan Trail. City/Paul Bunyan State Recreation Trail shall remain open during the Event. If it is necessary to close the trail, the Committee shall provide, maintain and adequately sign an alternative trail route.
- i. Water. The Committee, free of charge, shall have access to and usage of water from the municipal hydrants adjacent to the site on Central Avenue and Lakeshore Drive.
- j. Public Safety. The Committee and the City shall meet and confer to mitigate public safety risks and the Committee may be required to contribute to costs as determined by the Bemidji Police or Fire Departments that are due to traffic control, public safety or health hazards generated by the Event activities. Any contribution to Public Safety costs by the Committee shall be established by the City Manager.

23. **VENDORS. NO CAMPING.** The Committee agrees to inform any vendors that there is no camping at the Site or in any adjacent City/Sanford Center Park or parking lot areas.

- a. Cooking Facility Inspection. Any vendor having and using cooking facilities at the Site will be inspected by the State Health Department and the Bemidji Fire Department. Inspection costs, if any, shall be paid for by either the vendor or the Committee directly to the agency performing the inspection. The Committee shall provide a final list of Vendors and a scaled or dimensioned layout of the vendor tents with distance between vendors to the Bemidji Fire Department prior to the Event.
- b. Vendor Waste Water. The Committee shall ensure that all vendor's waste water be discharged into a holding tank approved by the State Health Department. Disposal costs are the responsibility of the vendor(s) and/or the Committee. No grey water barrels or holding tanks shall be disposed of into the City's Sanitary or Storm Water Systems.

24. **INDEMNIFICATION.** The Committee shall assume all risks incident to or in connection with the uses of the Site, and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the Site, including plowing as set forth in paragraph 10, and shall indemnify, defend and save harmless City, its officers, agents, employees, contractors and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of Committee's uses of the Site, or resulting from the acts or omissions of the Committee, or any of its volunteers, agents or employees.

25. **INSURANCE.** The Committee shall maintain in force during the entire Term of this Agreement the following insurance:

- a. General liability insurance for both personal injury and property damage as follows:
 - i. Commercial General Liability in the amount of \$1,000,000 on each occurrence
 - ii. General Aggregate \$2,000,000
- b. A policy or policies insuring the Site against loss by fire and other perils in the amount of the full insurable value thereof.
- c. Such insurance as will protect the Committee from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage.
- d. Committee agrees that prior to commencing any construction, erection, alteration, or improvement on said Site that the Committee will provide the City with a Certificate of Insurance evidencing that all persons, whether in the direct employ of, volunteers, or agents hired by the Committee, are covered by Worker's Compensation Insurance as required by Minnesota Statutes and Public Liability and Automobile Liability Insurance with limits as set forth in paragraph 31 herein. The Committee shall submit such Certificates of Insurance at least ten (10) days prior to the commencement of any construction, erection, alteration or improvement. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificates of Insurance are reviewed and approved by the City's attorney.
- e. All such insurance shall name the City as an additional insured. All such insurance shall be effective under a valid and enforceable policy or policies, with terms acceptable to City, issued by an insurer of recognized responsibility approved by City upon submission of the policy or policies to City at least ten (10) days prior to the effective date or any renewal date as the case may be.

26. **TAXES AND UTILITIES.** The Committee shall be responsible for taxes imposed in relation to equipment, furnishings, fixtures, and property placed on the Site, if any, and, except as provided herein, shall pay promptly any and all utility services used by it on the Site for the duration of the Term of this Agreement.

27. **WAIVER.** The failure of the City at any time to require performance of the Committee of any of the provisions hereof shall in no way affect the right of City thereafter to enforce the same, nor shall the waiver by City of any breach of any of the provisions hereof be taken or held to be a waiver of the provision itself.

28. **NOTICE.** All notices required herein shall be in writing and delivered personally, or by certified mail return receipt to the address as shown below and, if mailed, are effective as of the date of mailing:

Committee:

Tom Kuesel
5 Beltrami Avenue NW
Bemidji , MN 56601

City of Bemidji :

City Manager
317 4th Street NW
Bemidji, MN 56601

29. **DATA PRACTICES.** This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by the Committee in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and the Committee shall comply with those requirements as if it were a government entity.

30. **NON-DISCRIMINATION.** During the performance of this Agreement, the Committee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. The Committee further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes §363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

31. **BREACH OF AGREEMENT.** In the event of a breach of this Agreement by the City, the Committee shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.

32. **AGREEMENT.** This Agreement, along with the attached exhibits, embodies the entire understanding of the parties with respect to the subject matter hereof and shall not be amended or modified except in writing signed by the parties. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Agreement.

It is agreed that this Agreement is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting the Committee as an agent, representative, employee, or independent contractor of the City for any purpose. The Committee and its volunteers, employees and agents shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of the Committee's employees, volunteers or agents and arising out of the Event activities subject of this Agreement shall in no way be the responsibility of the City.

33. **GENERAL PROVISIONS.**

- a. The Committee agrees to operate the Event and all activities conducted at the Site in strict compliance with the laws, rules and regulations of the United States, State of Minnesota, Beltrami County, and the City of Bemidji. The Committee agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.
- b. Except as provided for in this Agreement, this Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make or claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.
- c. This is a Minnesota contract and shall be construed according to the laws of Minnesota.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year aforesaid.

Bemidji Hockey Day Local Organizing Committee

By _____

Its _____

STATE OF MINNESOTA)

) ss.

COUNTY OF BELTRAMI)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, the _____ of Bemidji Hockey Day Local Organizing Committee, a Volunteer Community Organization, on behalf of the Committee.

Notary Public

CITY OF BEMIDJI

Rita C. Albrecht , Mayor

Nathan Mathews , City Manager

STATE OF MINNESOTA)

)ss.

COUNTY OF BELTRAMI)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Rita C. Albrecht and Nathan Mathews, respectively as the Mayor and City Manager, of the City of Bemidji, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY

Rita C. Albrecht, President

Nathan Mathews, Executive Director

STATE OF MINNESOTA }
 }ss.
COUNTY OF BELTRAMI }

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Rita C. Albrecht and Nathan Mathews, respectively as the President and Executive Director of the Bemidji Economic Development Authority, a Minnesota municipal corporation, on behalf of said Authority.

Notary Public