

# ***BEMIDJI CITY COUNCIL*** ***CITY OF BEMIDJI***

## **NOTICE OF REGULAR MEETING PURSUANT TO MINNESOTA STATUTES SECTIONS 13D.04 AND 13D.021**

### **NOTICE OF REGULAR COUNCIL MEETING BY TELEPHONE OR OTHER ELECTRONIC MEANS**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Bemidji will hold a Council Meeting on Monday, September 21, 2020 to begin at 6:00 p.m. at Bemidji City Hall.

In accordance with the requirements of Minn. Stat. Sections 13D.04 and 13D.021, Mayor Rita C. Albrecht, has determined that an in person meeting is not practical or prudent because of a health pandemic and Peace Time State of Emergency, declared under Chapter 12 of the Minnesota Statutes.

Because of the health pandemic and Peace Time State of Emergency, it has been determined that attendance at the regular meeting location by members of the public is not feasible.

Because of the health pandemic and Peace Time State of Emergency, it has been determined that the physical presence at the regular meeting location by at least one member of the body, chief legal counsel or chief administrative officer is not feasible.

Therefore, some or all of the City Council members may be participating by telephone or other electronic means.

**To join by video conference, go to Cisco Webex website ([www.webex.com](http://www.webex.com)), click on “join” in the upper right corner and enter information below (access will open at 5:30 p.m.):**



- **Enter meeting number: 126 151 1578**
- **Enter meeting password: DhWMM9Cne93 (34966926 from phones and video systems)**
  - **Click Join Meeting**

**To join by phone, dial: +1-408-418-9388. Enter meeting number (access will open at 5:30 p.m.):**

- **Password: 126 151 1578 #**
- **Press # for no attendee ID number**

# BEMIDJI CITY COUNCIL AGENDA

Monday, September 21, 2020

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



## ROLL CALL

## PLEDGE OF ALLEGIANCE TO THE FLAG

## AMENDMENTS TO AGENDA

## MINUTES

- |                  |                   |
|------------------|-------------------|
| 1) Work Session: | August 24, 2020   |
| Council Meeting: | September 8, 2020 |
| BEDA Meeting     | September 8, 2020 |

## CONSENT AGENDA

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

- 2) Claims Submitted by Finance Officer in the amount of \$442,993.68
- 3) Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessment Rolls, and Establishing a Date for Public Hearing on City Project 20-01
- 4) Resolution Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessments Rolls, and Establishing a Date for Public Hearing on City Project 20-02
- 5) Approve Resolution to Execute Grant Agreement for 2021 DWI Officer

## CITIZENS WITH BUSINESS BEFORE THIS COUNCIL – NOT ON AGENDA

**Public Comment** – Anyone seeking to address the council on an item not on the agenda, please provide your written comments to the City Clerk by 3:00 p.m. on Monday, September 21. Comments can be submitted by email at [cityclerk@ci.bemidji.mn.us](mailto:cityclerk@ci.bemidji.mn.us). You may also request a meeting invite by emailing the city clerk. During the meeting, please give your name, address and state your concern/comment. **COMMENTS WILL BE TAKEN UNDER ADVISEMENT BY THE COUNCIL.**

## REPORTS

- Public Arts Commission
- Greater Bemidji

## NEW BUSINESS

- 6) Claims Submitted by VenuWorks for the Sanford Center in the amount of \$27,305.26
- 7) Consider Tourist Information Center Lease with Visit Bemidji
- 8) Consider CARES Act Relief Fund Allocations

## UPCOMING MEETINGS

- |                      |           |                 |
|----------------------|-----------|-----------------|
| • Monday, October 5  | 6:00 p.m. | Council Meeting |
| • Monday, October 19 | 6:00 p.m. | Council Meeting |

## ADJOURN

*Bemidji—Regional Center Amenities with Small Town Character*

# **CITY COUNCIL PROCEEDINGS**

## **BEMIDJI, MINNESOTA**

### **Work Session – August 24, 2020**

Pursuant to due call and notice, a special meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, August 24, 2020 at 5:30 p.m. in the Council Chambers of City Hall, Mayor Albrecht presiding via video and telephone conference.

Upon roll call, the following Councilmembers were declared present: Albrecht, Meehlhause, Peterson, Johnson, Rivera, Erickson.

Staff Present: City Manager Nate Mathews, City Attorney Alan Felix, Assistant City Attorney Katie Nolting, City Engineer Craig Gray, Finance Director Ron Eischens, Police Chief Mike Mastin, Fire Chief David Hoefer, Parks and Recreation Director Marcia Larson, City Clerk Michelle Miller

Mayor Albrecht stated the purpose of the meeting was to discuss the 2021 Budget.

#### **2021 Budget (Financial Management Plan)**

Eischens presented four main topics for the budget discussion:

- Recap from the July meeting
- LGA Information since July Meeting – received \$97,400 more than anticipated
- COVID funding and proposed spending model
- Sanford Center ice and lease agreement terms with BSU

#### **Revenue Recap – Total Revenue Increase: \$396,000**

- Revenue line item increases - \$130,000
  - Refuse Profits/Rural Fire Contributions
- Levy Reallocation - \$266,000
  - Reduced Sanford Center Capital
  - Street Levy – will be replaced with fee increase
  - PW Bond Refinance – interest rate savings

#### **Expense Recap – Total Expense Increase: \$793,200**

- Personnel - \$448,200
  - Police Evidence Tech, Asst Attorney
  - Deputy Fire Chief, Street Department
- Other - \$345,000
  - Revenue Sharing Northern Township
  - North Fire Station Lease
  - Reduced Grant Funding
  - Bldg Maintenance, PW Bldg Operations
  - Technology and Licensing
  - Council Dues and Travel

#### **Recap Summary**

Revenue Increases - \$396,000

Expense Increases - \$793,200	<u>Levy Change</u>
• Levy Increase - \$397,000	6.5%
• Phase III Annexation Value	(5.5%)
• New Construction Value	<u>(1.0%)</u>
Tax Rate Impact	Zero

Eischens presented recommendations regarding proposed allocations of the additional LGA funds, how the city can spend the \$1,164,911 for the COVID 19 Cares Act Relief Fund as well as discussions with BSU to enter into a Memorandum of Understanding regarding ice at the Sanford Center. Council addressed concerns and questions regarding the presentation and provided general consensus on the proposed recommendations. Staff will bring the resolution approving the preliminary levy at the next council meeting based on the discussions.

**ADJOURN**

There being no further business, motion by Peterson, seconded by Meehlhause, to adjourn the meeting. Motion carried. Meeting adjourned at 8:04 p.m.

Respectfully submitted,



Michelle R. Miller  
City Clerk

DRAFT

# CITY COUNCIL PROCEEDINGS

## BEMIDJI, MINNESOTA

### Regular Meeting – September 8, 2020

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Tuesday, September 8, 2020 at 6:00 p.m. in the Council Chambers of City Hall, Mayor Albrecht presiding via video and telephone conference.

Upon roll call, the following Councilmembers were declared present: Albrecht, Meehlhause, Peterson, Johnson, Rivera, Erickson.

Staff Present: City Manager, Nate Mathews, Finance Director Ron Eischens, City Attorney Alan Felix, Assistant City Attorney Katie Nolting, City Engineer Craig Gray, City Clerk Michelle Miller

#### **AMENDMENTS TO AGENDA**

Mayor Albrecht called for any amendments to the agenda. Johnson requested that calendar parking and the Neilson Reise Arena be added for discussion. It was suggested that the discussion regarding the Neilson Reise Arena be discussion at the next scheduled Work Session. Upon discussion, council added calendar parking as an item to this agenda and the Neilson Reise Arena discussion to the next work session. **Motion by Johnson, seconded by Peterson, to approve the agenda as amended. Motion carried by the following roll call vote: Yeas: Johnson, Albrecht, Erickson, Peterson, Meehlhause, Rivera**

#### **MINUTES**

The following minutes were presented for approval:

Work Session:	August 10, 2020
Canvassing Board:	August 14, 2020
Council Meeting:	August 17, 2020

**Motion by Meehlhause, seconded by Rivera, to approve the minutes as presented. Motion carried by unanimous voice vote.**

#### **CONSENT AGENDA**

Albrecht called for any items to be pulled from the consent agenda. The following Consent Agenda items were presented for approval. **Motion by Erickson, seconded by Peterson, to approve the Consent Agenda items as follows:**

1. Approve Claims Submitted by Finance Officer in the amount of \$2,380,615.88
2. Approve 2020 Business License(s)
3. Approve Appointment of James Powell to Parks & Recreation Commission
4. **RESOLUTION NO. 6307:** Accepting Donation from Shaynowishkung "Chief Bemidji" Fund (\$1,781.25)
5. **RESOLUTION NO. 6308:** Accepting Donation from Marion Dessert Memorial Fund (\$4,000.00)
6. **RESOLUTION NO. 6309:** Authorizing Execution of Agreement (Traffic Safety)
7. Approve Change Order No. 1 – Near Term Water Plant – City Project 20-03
8. Accept Assistance to Firefighters Grant in the amount of \$321,527.27
9. Approve Quote of CPS Distributors for Vehicle Exhaust Removal System (\$22,497.00)
10. Declare 2007 Chevrolet Impala Sedan Surplus and Authorize Disposal

**Motion carried by the following roll call vote: Yeas: Erickson, Johnson, Peterson, Rivera, Albrecht, Meehlhause.**

**CITIZENS NOT ON AGENDA**

C.T. Marhula, 4524 Birchmont Drive NE, expressed disappointment with the council and its actions regarding roundabouts and the curfew.

Traci Vaughn, 12871 Stais Country Court, from the Bemidji Figure Skating Club, spoke to encourage the reopening of the Neilson Reise Arena.

**PUBLIC HEARING**

Conduct a Public Hearing Relating to Modification to the Development Program Economic Development District No. 1 and Establishment of the Mountain View Meadows Tax Increment Financing District – Consider Associated Resolution

Mathews stated that this action relates to the proposed Tax Increment Financing Housing District for Mountain View Meadows as well as to expand the boundaries of the Redevelopment Project Area No. 1. Council addressed questions and concerns with Todd Hagen from Ehlers, city staff and Mitch Rautio, the development owner.

Pursuant to published notice, a Public Hearing was held to receive input regarding Modification to the Development Program Economic Development District No. 1 and Establishment of the Mountain View Meadows Tax Increment Financing District. Mayor Albrecht opened the Public Hearing at 6:47 p.m. The following individuals spoke:

- John Henningsgaard, 1520 Bixby Avenue NE, questioned why use TIF for this project. He believes this is an economic tool that should be used sparingly or possibly used for other areas of the community.

Hearing no further comments, Mayor Albrecht closed the Public Hearing at 6:54 p.m.

**RESOLUTION NO. 6310: Modifying the Development Program for Economic Development District No. 1; Establishing Redevelopment Project Area No. 1 and Enlarging Economic Development District No. 1; Approving and Adopting the Redevelopment Plan for Redevelopment Project Area No. 1; Establishing the Mountain View Meadows Tax Increment Financing District Within Redevelopment Project Area No. 1 and Adopting the Tax Increment Financing Plan Therefor was offered by Councilmember Erickson, who moved its adoption, and upon due second by Councilmember Meehlhause was passed by the following roll call vote: Yeas: Peterson, Johnson, Albrecht, Meehlhause, Rivera, Erickson.**

**NEW BUSINESS**

Consider Claims Submitted by VenuWorks for the Sanford Center in the amount of \$38,897.01

Johnson inquired of the lower management fee that is presented on the list. Mathews stated there is a 15% management fee reduction beginning in August until more normal operations resume. There have also been discussions of a further reduction of 15% if there is no hockey season. Additionally, staff at the Sanford Center have taken a cut in pay.

**Motion by Meehlhause, seconded by Rivera, Approving the Claims Submitted by VenuWorks for the Sanford Center in the Amount of \$38,897.01. Motion carried by the following roll call vote: Yeas: Rivera, Peterson, Erickson, Meehlhause, Albrecht. Nays: Johnson.**

Consider Resolution Approving the Preliminary 2021 Tax Levy

Eischens stated that the approach to the budget has changed from a growth response to a COVID response. The goal, however, was to achieve a zero tax rate increase. With that goal being met, some requests have been deferred or where not able to be met. The proposed 2021 preliminary levy totals \$6,517,521.

**RESOLUTION NO. 6311: Approving Preliminary 2020 Tax Levy Collectible in 2021 and Setting the Truth in Taxation Hearing Date for Monday, December 7, 2020 at 6:00 p.m. at City Hall was offered by Councilmember Rivera, who moved its adoption, an upon due second by Councilmember Peterson, was passed by the following roll call vote: Yeas: Erickson, Albrecht, Johnson, Rivera, Meehlhause, Peterson.**

Consider CARES Act Relief Fund Allocations

Eischens stated that the City received CARES Act Relief Funding of \$1,164,911 in August. The CARES Act requires payments only be used to cover necessary expenditures incurred due to the COVID 19 public health emergency and which were not accounted for in the budget or will be incurred from March 1, 2020 and ending November 15, 2020. The total expenses attributed to COVID from March 1 through July 31 is \$791,012 which are related to PPE/Supplies and staff time responding to and dealing with COVID related issues. Eischens stated he will be reporting to council for additional allocation requests for the remaining \$373,899. Council addressed several questions with staff.

**Motion by Meehlhause, seconded by Erickson approving the allocation of the CARES Act Funding as summarized for COVID related costs incurred from March 1, 2020 to July 31, 2020 in the amount of \$791,012. Motion carried with the following roll call vote: Meehlhause, Johnson, Rivera, Erickson, Peterson, Albrecht.**

Consider Railroad Corridor Land Lease

Mathews stated that with the passing of Michael Flaherty the family is looking to renew the lease for the land located within the Railroad Corridor in order to allow time to assess what to do next with the building. He stated that with the recent effort of planning and development for this area, staff is seeking direction on whether to terminate the lease, continue the current lease or consent to a transfer of the land lease to a potential new business/party. Upon discussion consensus of council was to extend the lease for one year and re-evaluate next year.

Discuss Memorandum of Agreement for Temporary Interim Alternative Use and Reimbursement Under BSU Lease of Sanford Center

Mathews stated that with the uncertainty of whether or not there will be a competitive hockey season, the proposed Memorandum of Understanding is being presented regarding the use of ice and amount BSU would pay. The terms include a lump sum payment of \$145,000 by September 15 for ice until the end of December and then monthly payments until the middle of March for a total of \$90,635 with a grand total from BSU of \$235,636. If the decision is made to have WCHA hockey games, the terms of the original agreement will go back into effect.

**Motion by Peterson, seconded by Meehlhause to move forward with the terms of the MOA as presented. Motion carried with the following roll call vote: Albrecht, Meehlhause, Peterson, Johnson, Rivera, Erickson.**

**ORDINANCES**

An Ordinance Amending and Uncoded Section of Bemidji City Code Pertaining to Street Vacation (Birch Street) was given a first reading

**ADDED TO AGENDA**

**Discuss Calendar Parking**

Johnson stated that he was contacted by residents on Cedar Lane regarding the fact that calendar parking has been enforced since March. Craig Gray stated through conversations with Chief Mastin, an administration decision was made not to enforce calendar parking. However, since university students are back and winter is coming, parking will need to be enforced as it relates to plowing.


**UPCOMING COUNCIL MEETINGS**

- Monday, September 14 5:30 p.m. Work Session
- Monday, September 21 6:00 p.m. Council Meeting
- Monday, September 28 5:30 p.m. Work Session

**ADJOURN**

There being no further business, motion by Peterson, seconded by Meehlhause, to adjourn the meeting. Motion carried. Meeting adjourned at 8:45 p.m.

Respectfully submitted,

  
Michelle R. Miller  
City Clerk

DRAFT



# BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING MINUTES

Tuesday, September 8, 2020

Pursuant to due call and notice, a special meeting of the Bemidji Economic Development Authority (BEDA) of the City of Bemidji, Beltrami County, Minnesota, was held on Tuesday, September 8, 2020, at 8:55 p.m. in the Council Chambers of City Hall, President Albrecht presiding via video and telephone conference.

Upon roll call, the following Commissioners were declared present: Albrecht, Meehlhause, Peterson, Johnson, Rivera, Erickson.

Staff Present: Nate Mathews, Alan Felix, Katie Nolting, Craig Gray, Ron Eischens, Michelle Miller

**Consider Resolution Modifying the Development Program for Economic Development District No. 1; Establishing Redevelopment Project Area No. 1 and Enlarging Economic Development District No. 1; Approving and Adopting the Redevelopment Plan for Redevelopment Project Area No. 1; Establishing the Mountain View Meadows Tax Increment Financing District Within Redevelopment Project Area No. 1 and Adopting the Tax Increment Financing Plan Therefor**

**RESOLUTION NO. 6312: Modifying the Development Program for Economic Development District No. 1; Establishing Redevelopment Project Area No. 1 and Enlarging Economic Development District No. 1; Approving and Adopting the Redevelopment Plan for Redevelopment Project Area No. 1; Establishing the Mountain View Meadows Tax Increment Financing District Within Redevelopment Project Area No. 1 and Adopting the Tax Increment Financing Plan Therefor was offered by Councilmember Erickson, who moved its adoption, and upon due second by Councilmember Meehlhause passed by the following roll call vote: Yeas: Johnson, Albrecht, Erickson, Peterson, Meehlhause, Rivera.**

## **ADJOURN**

There being no further business, motion by Meehlhause, seconded by Peterson, to adjourn the meeting. Motion carried. Meeting adjourned at 9:01 p.m.

Respectfully submitted,



Michellé R. Miller  
B.E.D.A. Secretary

# Bill List Summary

September 21st, 2020

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
30686 - 30766	See Attached List	<u>442,993.68</u>
		\$ 442,993.68
	<b>TOTAL</b>	<b>\$ 442,993.68</b>

# Accounts Payable

## Blanket Voucher Approval Document

User: denisea  
Printed: 09/17/2020 - 11:47AM  
Warrant Request Date: 9/22/2020  
DAC Fund:



Batch: 00422.09.2020

### COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Acme Tools-Bemidji	000030686	874.84
2	Advanced Eng.& Environ.Serv., Inc.	000030687	1,884.00
3	Alerus Retirement and Benefits	000000000	70.00
4	Ameripride	000000000	952.94
5	APWA Membership	000030688	260.00
6	Artisan Beer Company	000030689	1,537.40
7	Auto Value Bemidji	000030690	153.64
8	Barr Engineering Company	000030691	36,084.60
9	Bellboy Corporation	000000000	1,118.07
10	Beltrami County Dare Advisory	000030692	562.21
11	Beltrami Electric Coop	000030693	912.21
12	Bemidji Coca-Cola Bottling Co, Inc	000030694	674.55
13	Bemidji Paper Sales, Inc.	000000000	944.07
14	Bemidji Steel Company	000000000	1,200.00
15	Bemidji Welders Supply, Inc.	000030695	348.42
16	Bernick's	000000000	33,108.78
17	Beverage Wholesalers	000030696	1,099.50
18	Bluefin Payment Systems	000000000	2,290.39
19	Bob's Econo Pump	000030697	2,625.00
20	Boell,Jim	000030698	500.00
21	Bolton & Menk, Inc.	000030699	200.00
22	Bonded Lock & Key of Bemidji	000030700	140.00
23	Breakthru Beverage Minnesota Wine & Spirits, LLC	000030701	22,636.21
24	Cenex Fleecard	000030702	13,601.31
25	Certified Laboratories	000030703	338.00
26	Core & Main	000030704	1,471.59
27	Crazy About Cleaning	000000000	1,315.00
28	D & D Beverage, LLC	000000000	1,819.05
29	Dick's Plumbing & Heating, Inc	000030705	250.00
30	D-S Beverages	000030706	40,910.95
31	Emergency Apparatus Maint.,Inc.	000000000	285.02
32	Flint Trading ,Inc.	000030707	2,739.52
33	Forum Communications Company	000000000	810.00
34	Freightliner of St. Cloud	000030708	1,303.64
35	Grand Forks Fire Equipment LLC	000000000	233.00
36	Guardian Pest Control, Inc	000030709	98.61
37	Hairless Dog Brew Co.	000030710	246.16
38	Hanson, Teresa	000000000	151.25
39	Hawkins, Inc.	000000000	14,214.75
40	Honeywell International Inc.	000030711	2,045.59
41	HR Green, Inc.	000030712	8,466.00
42	Ink Spot Press	000030713	1,584.85
43	Innovative Office Solutions, LLC	000030714	409.55
44	Jim Hirt Trucking, Inc	000030715	2,056.37

Page Total: \$204,527.04

Line	Claimant	Voucher No.	Amount
45	Johnson Bros., Inc.	000030716	44,278.83
46	Kennedy & Graven Charter	000030717	45.00
47	L & M Supply, Inc.	000030718	572.59
48	Larry's Machine Shop	000030719	85.72
49	Lawson Products, Inc.	000030720	564.33
50	League of MN Insurance Trust	000030721	3,213.74
51	Learning Landscapes Design LLC	000030722	3,608.25
52	Macqueen Equipment, Inc.	000000000	754.62
53	Marco Technologies LLC	000030723	169.80
54	Marco, Inc.	000000000	41.56
55	McKinnon Co., Inc.	000030724	18,167.81
56	Menards-Bemidji	000000000	350.95
57	Mid-States Organized Crime Information Center	000030725	4,500.00
58	Mission Critical Concepts	000030726	1,650.00
59	MN Dept of Labor & Industry	000030727	50.00
60	MN Valley Testing Lab, Inc.	000000000	96.00
61	NAPA Auto Parts	000000000	377.87
62	Naylor Heating & Refrigeration, LLC	000000000	67.20
63	Nei Bottling, Inc.	000030728	532.86
64	Northern Township	000030729	1,000.00
65	Northwest Iron Fireman Inc	000030730	1,927.79
66	Northwoods Ice, Inc.	000030731	450.00
67	Occupational Development, Inc	000030732	108.39
68	Paustis & Sons	000030733	4,009.80
69	Phillips Wine & Spirits	000030734	23,655.35
70	Port-O-Wild Security, Inc.	000000000	682.00
71	Postmaster	000030735	1,669.80
72	Prairie Restorations, Inc.	000030736	780.00
73	Quality Flow Systems, Inc.	000000000	1,800.00
74	Railroad Management Co III, LLC	000030737	258.95
75	RMB Environmental Laboratories, Inc.	000030738	424.00
76	Roger's Two Way Radio, Inc.	000030739	1,373.00
77	Rootstock Wine Company	000030740	1,067.94
78	Ross Lewis Sign Co.	000030741	60.00
79	Sadeks Repair & Welding, Inc.	000030742	615.30
80	Sanford Health Occupational Med.	000030743	222.00
81	Saul Ewing Arnstein & Lehr LLP	000030744	13,319.00
82	Sherwin-Williams Co	000030745	139.81
83	Sherwood,Justin	000000000	82.00
84	Skumavc,Kori	000000000	44.95
85	Southern Glazer's of MN	000030746	40,524.50
86	Southside Tow & Rec, Inc	000030747	604.69
87	SpeckleBelly Properties, LLC.	000030748	312.00
88	Springbrook Software LLC	000000000	1,076.00
89	Stan Morgan & Associates, Inc.	000030749	2,200.65
90	Storlie Construction	000030750	315.00
91	Streicher's	000030751	617.91
92	Superior Outdoors LLC	000030752	1,322.55
93	T & K Outdoors, Inc.	000030753	311.98
94	TDS Metrocom-MN	000000000	1,018.00
95	Thomson Reuters-West	000030754	158.62
96	Tires Plus of Bemidji	000030755	37.75
97	Truax Patient Services	000030756	1,500.00
98	True Brands	000030757	385.26
99	UPS Store	000030758	10.94
100	US Bank Merchant Billing	000000000	13,499.02
101	US Bank-CM-9690	000030759	500.00

Page Total: \$197,212.08

<b>Line</b>	<b>Claimant</b>	<b>Voucher No.</b>	<b>Amount</b>
102	Valvoline Instant Oil Change	000030760	120.05
103	Verizon Wireless	000030761	140.04
104	Viking Industrial Center	000030762	294.25
105	Vincent,Chance	000030763	615.00
106	Vinocopia, Inc.	000000000	4,765.52
107	Waste Management of WI-MN	000030764	5,974.81
108	Wells Fargo-ACH	000000000	16,070.89
109	Wine Merchants	000030765	2,274.00
110	WSSA Bemidji	000030766	11,000.00
			\$41,254.56
Page Total:			
			\$442,993.68
Grand Total:			

# RESOLUTION NO.

## A RESOLUTION DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLLS, AND ESTABLISHING A DATE FOR PUBLIC HEARING FOR CITY PROJECT #20-01

WHEREAS, costs have been determined for City Project #20-01:

### 2020 Street Renewal Project

<u>Street</u>	<u>From/To</u>
Riverside Drive NE	Lake Avenue – Country Lane NE
Country Lane NE	Riverside Drive NE – Greenbriar Lane NE
Greenbriar Lane NE	Lake Avenue – Country Lane NE
Ivy Lane NE	Riverside Drive NE – Greenbriar Lane NE
Gould Avenue SE	2 <sup>nd</sup> Street SE – 4 <sup>th</sup> Street SE
Wilson Avenue SE	3 <sup>rd</sup> Street SE – 4 <sup>th</sup> Street SE
27 <sup>th</sup> Street NW	Park Avenue NW – Irvine Avenue NW
29 <sup>th</sup> Street NW	Park Avenue NW – Irvine Avenue NW

AND WHEREAS, the cost of the improvement was \$714,175.00 and expenses incurred or to be incurred in the making of said improvement amount to \$143,016.00 with the total cost of the improvement being \$857,191.00.

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be \$695,690.00 and the portion of the cost to be assessed against benefited property owners is declared to be \$161,501.00.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years with the first of the installments to be payable on or before the first Monday in January, 2020, and shall bear interest at the rate of 2% percent per annum from the first day of December, 2020.
3. The City Clerk, with the assistance of the City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in her office for public inspection.
4. A hearing shall be held on the 19<sup>th</sup> day of October, 2020, in the City Hall Council Chambers at 6:00 p.m. or as soon thereafter as the matter can be heard, to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
5. The Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed

notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

6. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the Bemidji City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of the assessment. The property owner may at any time thereafter, pay to the Bemidji City Clerk the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 30 or interest will be charged through December 31 of the succeeding year.

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

Yeas:  
Nays:  
Absent:

Passed:

ATTEST:

APPROVED:

\_\_\_\_\_  
Michelle R. Miller, City Clerk

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Rita C. Albrecht, Mayor

**CITY OF BEMIDJI  
FINAL ASSESSMENT ROLL  
2020 STREET RENEWAL PROJECT  
CITY PROJECT #20-01**

DATE: SEPTEMBER 14, 2020  
CORNER LOTS - C = 1/2 FRONTAGE

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT (STREET)		ASSESSABLE UNIT (SEWER SERVICE)		ASSESSABLE UNIT (WATER SERVICE)		TOTAL AMOUNT
				RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
3170 GREENBRIAR LN NE C	800470700	BONNER S KARGER 3170 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50	
3205 GREENBRIAR LN NE C	800468200	ROBERT J STANTON 3205 GREENBRIAR LN NW BEMIDJI, MN 56601	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50	
3230 GREENBRIAR LN NE	800470600	JEREMY L URMAN 3230 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
3265 GREENBRIAR LN NE	800468100	BRIAN S VRAA 3265 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
3280 GREENBRIAR LN NE	800470500	DAVID G GOETZ TRUSTEE 3280 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
3325 GREENBRIAR LN NE	800468000	RONALD M DREYER 3325 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
3340 GREENBRIAR LN NE	800470400	MARK A NAASZ 3340 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
3380 GREENBRIAR LN NE	800470300	SCOTT LEINDECKER 3380 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
3385 GREENBRIAR LN NE	800467900	KENNETH H CLAWSON 3385 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
VACANT LOT	800470200	DAVID E POST 1849 HOOD AVE BATON ROUGE, LA 70808	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	
3480 GREENBRIAR LN NE	800470100	ARVID B HOPPE 3480 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00	



PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT		ASSESSABLE UNIT (SEWER SERVICE)	ASSESSABLE UNIT (WATER SERVICE)	TOTAL AMOUNT
				(STREET)				
3525 GREENBRIAR LN NE	800469400	SCOTT H NEUJHR 3525 GREENBRIAR LANE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3530 GREENBRIAR LN NE	800470000	MITCHELL J DOKKEN 3530 GREENBRIAR LANE NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2730 IVY LN NE	800469500	ROGER W CONELY 2730 IVY LANE NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2750 IVY LN NE	800469200	STEPHEN G MODICH 2750 IVY LANE NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
VACANT LOT	800467800	KENT L REDLAND 309 BUSH ST #214 RED WING, MN 55066	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2785 IVY LN NE	800467700	KENT L REDLAND 309 BUSH ST #214 RED WING, MN 55066	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2790 IVY LN NE	800469100	ALAN MALLERY 2790 IVY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2845 IVY LN NE	800467501	MARK A JOHNSON 2845 IVY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2850 IVY LN NE	800468800	DANE P FURFARO 2850 IVY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2900 IVY LN NE	800468700	MARIO A SCANDINATO 2900 IVY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2905 IVY LN NE	800467301	SUSAN J BREUER 2905 IVY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2580 COUNTRY LN NE	800469900	THOMAS SCOTT SABOL 2580 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2650 COUNTRY LN NE	800469800	PAUL S IVERSON 2650 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT		ASSESSABLE UNIT (SEWER SERVICE)	ASSESSABLE UNIT (WATER SERVICE)	TOTAL AMOUNT
				(STREET)				
2710 COUNTRY LN NE	800469700	RYAN J O'LEARY 2710 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2735 COUNTRY LN NE	800469300	RAPHAEL A SWEENEY TRUSTEE 3430 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2770 COUNTRY LN NE	800469600	JEFFREY A SANDE TRUSTEE 2770 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2785 COUNTRY LN NE	800469000	DEBRA LARSON 2785 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2840 COUNTRY LN NE	800466800	TIMOTHY L TINGELSTAD 2840 COUNTRY LANE NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2845 COUNTRY LN NE	800468900	FRANK D HICKERSON 2845 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
VACANT LOT	800468600	FRANK D HICKERSON 2845 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2930 COUNTRY LN NE	800466600	RICHARD W HENRY 2930 COUNTRY LN NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
2968 LAKE AVE NE C	800466000	MANDY LYNN NAGLE 2968 LAKE AVE NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50
3280 RIVERSIDE DR NE C	800467000	ARLAN L ROLINE 3280 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50
3335 RIVERSIDE DR NE	800466002	JANICE A WEISKOPF-SMITH 3335 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3370 RIVERSIDE DR NE	800467200	MATTHEW J PEABODY 3370 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3405 RIVERSIDE DR NE	800004100	JAMES F HANKO 3405 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT		ASSESSABLE UNIT (SEWER SERVICE)	ASSESSABLE UNIT (WATER SERVICE)	TOTAL AMOUNT
				(STREET)				
3430 RIVERSIDE DR NE	800468300	TITUS W BRUE 3430 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3465 RIVERSIDE DR NE	800466100	TED P MAGNAN 3465 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3495 RIVERSIDE DR NE	800466200	JASON G TRUAX 3495 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3520 RIVERSIDE DR NE	800468401	AARON C NELSON 3520 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3535 RIVERSIDE DR NE	800466300	KRISTIN MAJKRZAK 3535 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3575 RIVERSIDE DR NE	800466400	SIMONE M SENOGLES 3575 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
3615 RIVERSIDE DR NE	800466500	DAVID D SCHRAM 3615 RIVERSIDE DR NE BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
VACANT LOT C	800377700	NORTHWOODS HAB FOR HUMANITY PO BOX 1067 BEMIDJI, MN 56619	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00
1202 3RD ST SE C	800377600	LYLE T LESETMOE 1202 3RD ST SE BEMIDJI, MN 56601	RATE TOTAL	62.50 \$38.00 \$2,375.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,375.00
VACANT LOT	800377900	MARY J HOINES 4428 WAVILLE RD NE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00
309 WILSON AVE SE	800377800	MARY J HOINES 4428 WAVILLE RD NE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00
316 WILSON AVE SE C	800377400	KYLE B SCHWARTZ 316 WILSON AVE SE BEMIDJI, MN 56601	RATE TOTAL	87.50 \$38.00 \$3,325.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,325.00
1117 4TH ST SE C	800378000	MICHAEL R BRITTON 1117 4TH ST SE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00

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				RATE	RATE	RATE	RATE	RATE	RATE	
202 GOULD AVE SE C	800384700	JOSEY W BRUNETTE 202 GOULD AVE SE BEMIDJI, MN 56601	RATE TOTAL	87.50 \$38.00 \$3,325.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,325.00	
203 GOULD AVE SE C	800384300	DALE STEBE* 415 JEFFERSON AVE SW BEMIDJI, MN 56601	RATE TOTAL	75.00 \$38.00 \$2,850.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,850.00	
221 GOULD AVE SE C	800384400	LAURENTINA A J WATSON 221 GOULD AVE SE BEMIDJI, MN 56601	RATE TOTAL	75.00 \$38.00 \$2,850.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,850.00	
1501 3RD ST SE C	800384800	DALE C EDMAN 1501 3RD ST SE BEMIDJI, MN 56601	RATE TOTAL	62.50 \$38.00 \$2,375.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,375.00	
1500 3RD ST SE C	800387300	JOHN A SPECK 1500 3RD ST SE BEMIDJI, MN 56601	RATE TOTAL	75.00 \$38.00 \$2,850.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,850.00	
301 GOULD AVE SE C	800387600	DANIEL CARLSON 301 GOULD AVE SE BEMIDJI, MN 56601	RATE TOTAL	39.00 \$38.00 \$1,482.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,482.00	
309 GOULD AVE SE	800387700	JEAN M FEIA 309 GOULD AVE SE BEMIDJI, MN 56601	RATE TOTAL	76.50 \$38.00 \$2,907.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,907.00	
VACANT LOT	800387801	GORDON A STEEVER 309 GOULD AVE SE BEMIDJI, MN 56601	RATE TOTAL	45.50 \$38.00 \$1,729.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,729.00	
320 GOULD AVE SE	800387201	MICHAEL D WEIHER 1565 BUCKTAIL DR NW BEMIDJI, MN 56601	RATE TOTAL	75.00 \$38.00 \$2,850.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,850.00	
328 GOULD AVE SE C	800387200	CHRISTOPHER G SMITH 7159 LITTLE WOLF RD NW CASS LAKE, MN 56633	RATE TOTAL	37.50 \$38.00 \$1,425.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,425.00	
1421 4TH ST SE C	800387900	AMBER WHELAN 1421 4TH ST SE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00	
2623 IRVINE AVE NW C	800222500	STACY B WEATHERFORD PO BOX 52 FOSSSTON, MN 56542	RATE TOTAL	65.00 \$38.00 \$2,470.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,470.00	
2701 IRVINE AVE NW C	800218400	RANDI TANEM 2701 IRVINE AVE NW BEMIDJI, MN 56601	RATE TOTAL	65.00 \$38.00 \$2,470.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,470.00	

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				(STREET)	(WATER SERVICE)			
514 27TH ST NW	800224100	CHARLES A NELSON 6003 BEMIDJI AVE N APT 1 BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00
521 27TH ST NW	800218500	CAROLYN A MAY 521 27TH ST N BEMIDJI, MN 56601	RATE TOTAL	75.00 \$38.00 \$2,850.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,850.00
523 27TH ST NW	800218700	JOHN M COLFORD 523 27TH ST NW BEMIDJI, MN 56601	RATE TOTAL	125.00 \$38.00 \$4,750.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,750.00
612 27TH ST NW	800224000	DAVID D VICK 612 27TH ST NW BEMIDJI, MN 56601	RATE TOTAL	150.00 \$38.00 \$5,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,700.00
625 27TH ST NW	800218800	NORTHSTAR PROPERTIES 2815 BEMIDJI AVE N BEMIDJI, MN 56601	RATE TOTAL	200.00 \$38.00 \$7,600.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$7,600.00
VACANT LOT	800223900	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	100.00 \$38.00 \$3,800.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,800.00
VACANT LOT	800223800	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00
VACANT LOT	800223700	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	80.00 \$38.00 \$3,040.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,040.00
631 27TH ST NW	800219000	CHRISTOPHER B HAMILTON 47661 COUNTY 3 BECIDA, MN 56678	RATE TOTAL	55.00 \$38.00 \$2,090.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,090.00
VACANT LOT	800226000	ARLEN L KUECHENMEISTER 2911 IRVINE AVE NW BEMIDJI, MN 56601	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50
VACANT LOT	800529600	CEASE FAMILY LLP PO BOX 87 BAGLEY, MN 56621	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50
2807 IRVINE AVE NW	800529500	CEASE FAMILY LLP PO BOX 87 BAGLEY, MN 56621	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00
VACANT LOT	800226100	JOHN HALL HELLQUIST PO BOX 132 BEMIDJI, MN 56619	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,731.00

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT		ASSESSABLE UNIT (SEWER SERVICE)	ASSESSABLE UNIT (WATER SERVICE)	TOTAL AMOUNT
				(STREET)	(SEWER SERVICE)			
VACANT LOT	800226200	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,731.00 \$0.00	\$1,731.00
VACANT LOT	800006701	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	1.00 \$1,731.00 \$1,731.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,731.00 \$0.00	\$1,731.00
2800 PARK AVE NW C	800224200	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50
VACANT LOT C	800226301	CRAIG T BRUNS 26732 315TH ST ERHARD, MN 56534	RATE TOTAL	1.00 \$865.50 \$865.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$865.50
<b>TOTALS</b>				<b>\$161,501.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$161,501.00</b>

STREET TOTAL	FOOTAGE TOTAL
\$161,501.00	N/A
SEWER TOTAL	SEWER SERVICES
\$0.00	0
WATER TOTAL	WATER SERVICES
\$0.00	0
TOTAL ASSESSMENT	
\$161,501.00	

# RESOLUTION NO.

## A RESOLUTION DECLARING COSTS TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLLS, AND ESTABLISHING A DATE FOR PUBLIC HEARING FOR CITY PROJECT #20-02

WHEREAS, costs have been determined for City Project #20-02:

### 2020 Birchmont Drive Reconstruction Project

Street	From/To
Birchmont Drive NE	10 <sup>th</sup> Street NE to 14 <sup>th</sup> Street NE

AND WHEREAS, the cost of the improvement was \$699,471.00 and expenses incurred or to be incurred in the making of said improvement amount to \$112,323.00 with the total cost of the improvement being \$811,794.00.

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be \$735,417.00 and the portion of the cost to be assessed against benefited property owners is declared to be \$76,377.00.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years with the first of the installments to be payable on or before the first Monday in January, 2020, and shall bear interest at the rate of 2% percent per annum from the first day of December, 2020.
3. The City Clerk, with the assistance of the City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in her office for public inspection.
4. A hearing shall be held on the 19<sup>th</sup> day of October, 2020, in the City Hall Council Chambers at 6:00 p.m. or as soon thereafter as the matter can be heard, to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
5. The Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
6. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the Bemidji City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of the

assessment. The property owner may at any time thereafter, pay to the Bemidji City Clerk the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 30 or interest will be charged through December 31 of the succeeding year.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

\_\_\_\_\_  
Michelle R. Miller, City Clerk

\_\_\_\_\_  
Rita C. Albrecht, Mayor



**CITY OF BEMIDJI**  
**FINAL ASSESSMENT ROLL**  
**2020 BIRCHMONT DRIVE RECONSTRUCTION**  
**CITY PROJECT #20-02**

DATE: SEPTEMBER 14, 2020  
 CORNER LOTS - C = 1/2 FRONTAGE

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT			TOTAL AMOUNT
				(STREET)	(SEWER SERVICE)	(WATER SERVICE)	
1002 BEMIDJI AVE N C	800139200	MARK R DICKINSON 2310 BIRCHMONT DR NE BEMIDJI, MN 56601	RATE TOTAL	91.30 \$38.00 \$3,469.40	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,469.40
203 10TH ST NE C	800253400	JUDITH A DAVID TRUSTEE 1924 BIRCHMONT DR NE BEMIDJI, MN 56601	RATE TOTAL	43.30 \$38.00 \$1,645.40	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,645.40
1006 BIRCHMONT DR NE	800253600	SARAH L BAKER 1006 BIRCHMONT DR NE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$2,970.00
1008 BIRCHMONT DR NE	800253700	MICHAEL A STANG 3722 BIRCHMONT DR NE BEMIDJI, MN 56601	RATE TOTAL	25.00 \$38.00 \$950.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$2,020.00
1012 BIRCHMONT DR NE	800253800	DAVID M REYNOLDS 715 LAKE BLVD NE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00
1014 BEMIDJI AVE N	800139000	MITCHEL H KRAUSE 22576 HARLOW AVE JORDAN, MN 55352	RATE TOTAL	0.00 \$38.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$0.00
1014 BIRCHMONT DR NE	800253900	STACY CRYSTAL TRUSTEE 5059 FIRESIDE DR NW BEMIDJI, MN 56601	RATE TOTAL	37.50 \$38.00 \$1,425.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,425.00
106 11TH ST NE FLAG LOT	800138900	CONSTRUCTION, CONSULTING & 735 WILTON HILL RD NW BEMIDJI, MN 56601	RATE TOTAL	13.25 \$38.00 \$503.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$503.50
1018 BIRCHMONT DR NE	800254000	BEAVER NATION LLC PO BOX 14404 GRAND FORKS, ND 58208	RATE TOTAL	40.00 \$38.00 \$1,520.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$2,590.00
1021 BIRCHMONT DR NE C	800138700	SCRIPTURE PROPERTIES LLC PO BOX 118 BEMIDJI, MN 56619	RATE TOTAL	0.00 \$38.00 \$0.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$1,070.00
1022 BIRCHMONT DR NE	800254100	MATRIX APARTMENTS LLC PO BOX 973 BEMIDJI, MN 56619	RATE TOTAL	60.00 \$38.00 \$2,280.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,280.00

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT (STREET)		ASSESSABLE UNIT (SEWER SERVICE)		ASSESSABLE UNIT (WATER SERVICE)		TOTAL AMOUNT
				ASSESSABLE UNIT	ASSESSABLE UNIT	ASSESSABLE UNIT	ASSESSABLE UNIT			
1026 BIRCHMONT DR NE	800254200	LABRAATEN PROPERTIES LLC PO BOX 606 BAGLEY, MN 56621	RATE TOTAL	37.50 \$38.00 \$1,425.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$1,425.00	
1101 BIRCHMONT DR NE C	800129900	SPECKLEBELLY PROPERTIES LLC 51080 COUNTY 29 BEMIDJI, MN 56601	RATE TOTAL	38.40 \$38.00 \$1,459.20	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$2,529.20	
1104 BIRCHMONT DR NE	800254300	LARRY D MACK 2324 CARR LAKE RD SW BEMIDJI, MN 56601	RATE TOTAL	25.00 \$38.00 \$950.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$950.00	
1106 BIRCHMONT DR NE	800254400	THOMAS J DOWNS SR 2717 BIRCHMONT DR NE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$1,900.00	
1107 BIRCHMONT DR NE	800130000	EVEREST INVESTMENTS LLC PO BOX 1591 BEMIDJI, MN 56619	RATE TOTAL	31.50 \$38.00 \$1,197.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$1,197.00	
1111 BIRCHMONT DR NE	800129800	JOSHUA S LARSON 5038 JACKPINE RD NW BEMIDJI, MN 56601	RATE TOTAL	82.20 \$38.00 \$3,123.60	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$4,193.60	
1112 BIRCHMONT DR NE	800254500	JUDITH A DAVID TRUSTEE 1924 BIRCHMONT DR NE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$1,900.00	
1116 BIRCHMONT DR NE	800254600	THOMAS R WAGNER 2095 23RD ST SE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$2,970.00	
1117 BIRCHMONT DR NE	800129700	SUNDEM PROPERTIES LLC 10035 RUSSELL AVE N #9 BROOKLYN PARK, MN 55444	RATE TOTAL	55.30 \$38.00 \$2,101.40	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$3,171.40	
1118 BIRCHMONT DR NE	800254700	JUSTIN T WAGNER 1921 23RD ST SE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$38.00 \$1,900.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$2,970.00	
1119 BIRCHMONT DR NE	800129600	DAVID G GOETZ TRUSTEE 3280 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	27.80 \$38.00 \$1,056.40	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$1,056.40	
1121 BIRCHMONT DR NE C	800129500	DAVID G GOETZ TRUSTEE 3280 GREENBRIAR LN NE BEMIDJI, MN 56601	RATE TOTAL	27.70 \$38.00 \$1,052.60	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$1,052.60	
1132 BIRCHMONT DR NE	800254800	WILLOW CREEK DEVELOPERS LLC 17611 IRVINE AVE NW BEMIDJI, MN 56601	RATE TOTAL	75.00 \$38.00 \$2,850.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		\$3,920.00	

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT	ASSESSABLE UNIT	ASSESSABLE UNIT	TOTAL AMOUNT
				(STREET)	(SEWER SERVICE)	(WATER SERVICE)	
1134 BIRCHMONT DR NE	800254900	VISION PROPERTIES OF BEMIDJI LLC 9862 S GULL LAKE RD NE TENSTRIKE, MN 56683	RATE TOTAL	50.00 \$38.00 \$1,900.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,900.00
1140 BIRCHMONT DR NE C	800255100	JT PROPERTIES LLC PO BOX 2054 BEMIDJI, MN 56619	RATE TOTAL	37.50 \$38.00 \$1,425.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,425.00
1203 BIXBY AVE NE C	800145400	DANIEL M KELLER 10820 50TH PLACE N PLYMOUTH, MN 55442	RATE TOTAL	25.00 \$38.00 \$950.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$950.00
1422 BIRCHMONT DR NE C	800141700	STATE OF MINNESOTA 500 LAFAYETTE RD ST PAUL, MN 51155	RATE TOTAL	300.00 \$38.00 \$11,400.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$11,400.00
VACANT LOT	800143900	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	250.30 \$38.00 \$9,511.40	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$9,511.40
VACANT LOT	800143800	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	27.90 \$38.00 \$1,060.20	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,060.20
VACANT LOT C	800143700	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	26.90 \$38.00 \$1,022.20	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,022.20
<b>TOTALS</b>				<b>\$65,677.30</b>	<b>\$10,700.00</b>	<b>\$0.00</b>	<b>\$76,377.30</b>

<b>STREET TOTAL</b>	<b>\$65,677.30</b>	<b>FOOTAGE TOTAL</b>	<b>1,728.35</b>
<b>SEWER TOTAL</b>	<b>\$10,700.00</b>	<b>SEWER SERVICES</b>	<b>10</b>
<b>WATER TOTAL</b>	<b>\$0.00</b>	<b>WATER SERVICES</b>	<b>0</b>
<b>TOTAL ASSESSMENT</b>	<b>\$76,377.30</b>		

**RESOLUTION NO.**  
**A RESOLUTION AUTHORIZING**  
**EXECUTION OF AGREEMENT**  
**(Minnesota Department of Public Safety)**

**BE IT RESOLVED** that the Bemidji Police Department enter into a grant agreement(s) with the Minnesota Department of Public Safety, Office of Traffic Safety for the 2021 DWI Officers Grant Application.

**BE IT FURTHER RESOLVED** that the Bemidji Chief of Police Department or the Bemidji Police Captain are hereby authorized to execute such agreements and amendments as are necessary to implement the grant on behalf of the Bemidji Police Department and to be the fiscal agent and administer the grant.

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

Ayes:  
Nays:  
Absent:

Passed:

ATTEST:

APPROVED:

\_\_\_\_\_  
Michelle R. Miller, City Clerk

\_\_\_\_\_  
Rita C. Albrecht, Mayor

CERTIFICATION

State of Minnesota }  
                                  }  
County of Beltrami }

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the city Council of said City on \_\_\_\_\_, 2020.

(Seal)

\_\_\_\_\_  
City Clerk

## **PUBLIC ARTS COMMISSION 2019 Annual Report**

### **Introduction**

The PAC began the year by welcoming new members and electing officers. Sylvia Wildgen was re-elected as Chair and Debra Sea was re-elected as Vice Chair. City staff member, Michelle Miller, will continue as our secretary. Emelie Rivera joined us as our Council representative. Other members include Paula Swenson, Sandy Kaul, Mitch Blessing and Ester Aube. Ester Aube had to resign due to work issues, and the commission welcomed new member Cindy Burger. Later in the year, Bobbi Karpinski became our secretary.

### **City Wide Art Inventory (A continuing project)**

The PAC continued their work on documenting works of visual art in the City of Bemidji. Members photographed outdoor art works in all five wards and also noted sites that might have potential for art works in the future. The inventory may also include works of art within buildings located in the City such as the art collection in the Northwest Technical College, the Bemidji High School, and the Sanford Center.

### **Online Map of Art Works in the City of Bemidji (A continuing project)**

Mitch Blessing, a commission member who also works closely with the Bemidji Sculpture Walk Committee, suggested that the PAC and the BSW share an online map of both the sculpture walk art works and the City art works.

### **Crosswalk Art**

The commission initiated the idea of using images in the city intersection crosswalks. This idea is popular in many cities here and abroad. As a prototype project, we discussed the idea with the public works staff and they volunteered to take whatever image we chose and make the stencil and have it painted in the crosswalk in the Spring when the crosswalks are usually refreshed. The commission chose to use the shape of a fish at the intersection of 3<sup>rd</sup> and Beltrami. The public works department will repaint it each spring for five years. The commission also discussed expanding this project.

### **George W Nielson Convention Center Art**

The staff at the Nielson Convention Center approached the PAC with the idea of having some works of art by regional native American artists in the lobby of the convention center. The PAC reached out to the Gizhiigin Arts Incubator, a project of the White Earth Tribe's Economic Development Division, and they graciously loaned us a large, multi-piece work, "An Early Summer," acrylic on canvas, 2016, by Sarah McRae, Red Lake Ojibwe. This piece was on view for the meeting of the League of Minnesota Cities and other events during the summer. The PAC offered to work with the staff at the Convention Center on the acquisition of additional art works if they so desired.

### **Shaynowishkung Lighting**

The PAC has discussed lighting of the Shaynowishkung statue with Marcia Larson, Parks and Recreation Director. The completion of this project will depend on the budget and schedule of work of the Parks and Rec dept.

### **PAC Ordinance, By-Laws, and Policy Review**

In September the PAC began to review the governing documents of the Public Arts Commission to see if any changes are needed to expand opportunities for new members in terms of residency.

### **New web presence for the PAC on the City Website.**

Noting that the PAC needed more public exposure in the community, especially in recruiting new members, it suggested having a page on the City website.

### **Utility Box Public Art Project**

The PAC discussed what smaller projects, like the Crosswalk Art project, might be possible to take on. One idea is to have an artist design a cover for the utility box on the South side of the newly renovated Carnegie Library located at 5<sup>th</sup> and Bemidji Avenue. Steve Jones, a planner for the City and new city advisor for the PAC, looked into the viability of this project and it is something the PAC is beginning to plan for.


### **Creative Minnesota Study**

Steve Jones, lead an effort to have Bemidji be one of the Cities included in the study. As a result, the PAC will host a public event when the Study is completed.



September 15, 2020

To: Mayor Albrecht and Bemidji City Councilors  
From: David Hengel, Executive Director  
RE: Greater Bemidji update

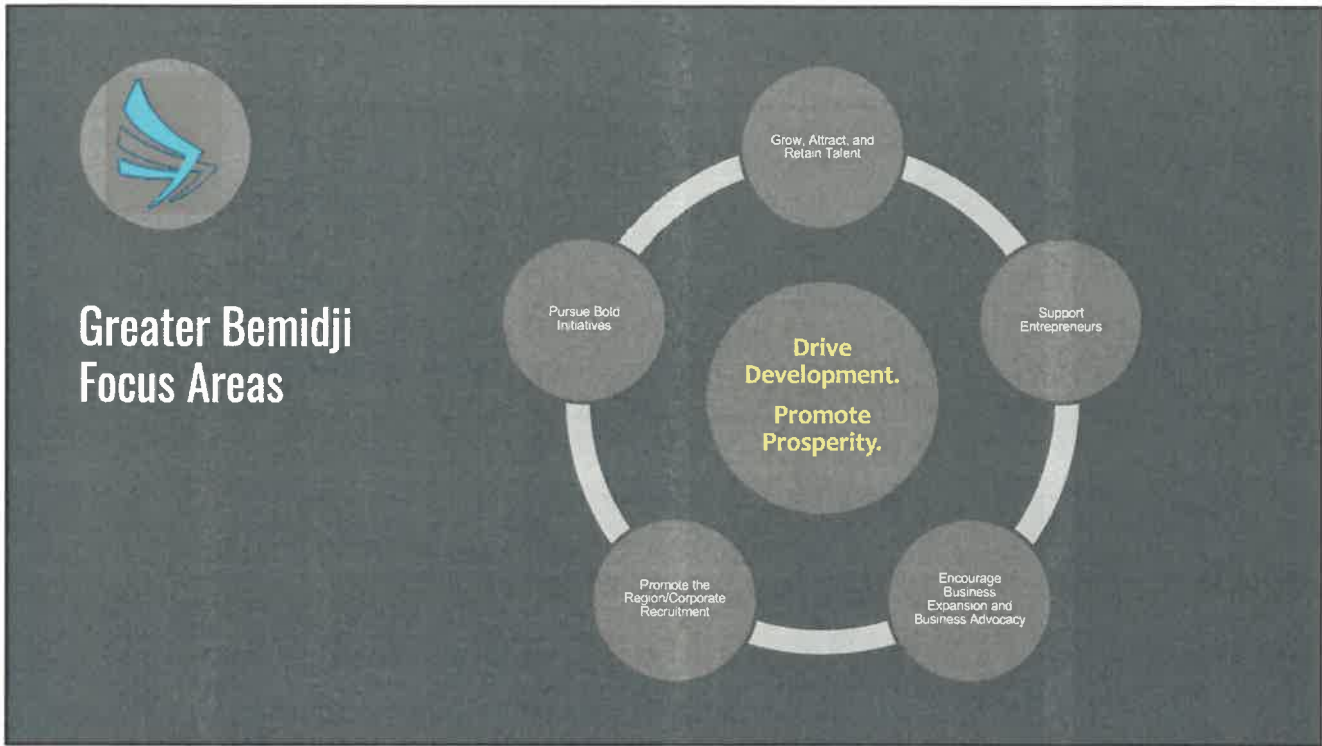


Thank you very much for the opportunity to provide an update to the City Council at the September 21<sup>st</sup> meeting.

At the beginning of the year, I made a commitment to you to come meet with you mid-year to not only provide an update, but to listen to Council members on the priorities for 2021. I will ensure that I leave time to focus on your ideas. Greater Bemidji's Board of Director's will begin discussing our action plan in the coming months. Your input is very important for us.

Erin Echternach (Greater Bemidji's Assistant Director) and I will take a few minutes to share a handful of projects we are working on that might interest you. I am attaching a PowerPoint that shares a full list of the efforts at Greater Bemidji for your review. I have included is a contact information for our team here. If there is any of the initiatives that you want more information on, please feel free to contact the team directly.

Thanks again for allowing me to present on Monday, and for your continued partnership with Greater Bemidji.



1

The table is titled "Support Entrepreneurs" in white text on the left side. Above the table is a circular logo with the text "Support Entrepreneurs" inside. The table has three columns: "Initiative", "Summary", and "Contact".

Initiative	Summary	Contact
LaunchPad	Co-Working Space	Paul Muller
LaunchPad	1, 2, 3 Startup Guide	Tiffany Fettig
LaunchPad	Entrepreneur Meetups, business roundtables, trainings, etc.	Paul Muller
LaunchPad	One-on-one support for startups	Bud Kaney
LaunchPad	Mentor network development	Bud Kaney
LaunchPad	Financing, risk capital and angel investor development	Tiffany Fettig
MakerSpace Development	Create a shared shop space for makers and creators	Bud Kaney
Launch Minnesota	Regional hub and lead for northwest Minnesota	Dave Hengel

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Grow, Attract, and Retain Talent

## Grow, Attract and Retain Talent

Initiative	Summary	Contact
Minnesota Innovation Initiative (MI2)	Training for manufacturing and trades	Mary Eaton
Community Concierge Program	Connecting new talent with our community	Erin Echternach
BemidjiWorks.com	Free online portal of available local jobs	Erin Echternach
Child Care Development	Initiatives to support access to childcare	Erin Echternach
Telecommuter Recruitment Campaign	Promotional campaign to recruit telecommuter/teleworkers to the area	Dave Hengel, Erin Echternach
Talent Signing Bonus Incentive	Potential of a community match for company signing bonuses	Dave Hengel
Bemidji Career Academies	Connecting school district with companies	Erin Echternach

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Encourage Business Expansion and Business Advocacy

## Encourage Business Expansion and Business Advocacy

Initiative	Summary	Contact
GrowBemidji!	Business retention and expansion visits/surveys	Erin Echternach, Tiffany Fettig
Business Expansion Support	Access federal, state, regional and local incentives for expansions, help with permitting, etc.	Dave Hengel, Tiffany Fettig
Financial Assistance to Businesses	Provide financing and other incentives for new and expanding businesses	Tiffany Fettig
COVID-19 Response	Greater Bemidji and Bemidji Alliance efforts to support small businesses during COVID-19 pandemic	Dave Hengel
Shop Small, GIVE BIG! Campaign(s)	Buy local campaign in partnership with Bemidji Downtown Alliance	Erin Echternach
Bemidji Alliance	Create strategic alignment with Bemidji Chamber, Visit Bemidji and Bemidji Downtown Alliance	Dave Hengel

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Promote the Region/Corporate Recruitment

## Promote the Region/Corporate Recruitment

Initiative	Summary	Contact
Corporate Recruitment Campaign	Promotion the region, scheduling corporate visits, encouraging and planning site visits, and providing one-on-one support for anyone considering greater Bemidji as a location	Dave Hengel
Site Selection Proposals and Incentives	Create targeted, individualized proposals for specific corporate recruitment targets including creating targeted incentives	Dave Hengel
NorthStar Pellet Company	Develop a pellet manufacturing facility in the greater Bemidji region	Dave Hengel
Telecommuter Recruitment Campaign/ Phase II	Encourage companies with several greater Bemidji area teleworkers to consider a physical location here	Dave Hengel

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Pursue Bold Initiatives

## Pursue Bold Initiatives

Initiative	Summary	Contact
Sports and Wellness Concept	In partnership with Sanford Health and key stakeholders, support efforts to build a signature quality of life amenity that enhances community wellness and encourages additional sports tourism in the region	Dave Hengel
Rail Corridor Redevelopment	Support the City of Bemidji and St. Paul Port Authority in the redevelopment of the rail corridor site	Dave Hengel
Downtown Revitalization	Support the Bemidji Downtown Alliance in developing a long-term downtown revitalization strategy	Dave Hengel

6



**Greater Bemidji  
Team Contact  
Information**

<b>Team Member</b>	<b>Email</b>	<b>Cell</b>
Marty Eaton	<a href="mailto:meaton@theideacircle.com">meaton@theideacircle.com</a>	(218) 556-5295
Erin Echternach	<a href="mailto:eechternach@greaterbemidji.com">eechternach@greaterbemidji.com</a>	(612) 369-5385
Tiffany Fettig	<a href="mailto:tfettig@greaterbemidji.com">tfettig@greaterbemidji.com</a>	(218) 760-0854
Dave Hengel	<a href="mailto:dhengel@greaterbemidji.com">dhengel@greaterbemidji.com</a>	(218) 766-2154
Justin (Bud) Kaney	<a href="mailto:jkaney@greaterbemidji.com">jkaney@greaterbemidji.com</a>	(218) 407-2202
Paul Muller	<a href="mailto:pmuller@greaterbemidji.com">pmuller@greaterbemidji.com</a>	(218) 349-9282

## Sanford Center Unpaid Bills Detail

	Reference	Invoice Amount
City of Bemidji		25.69
	Propane for Forklift	25.69
Commercial Refrigeration Systems		2,659.16
	Ice Plant Startup/Maintenance	2,659.16
Dakota Supply Group		0.00
	Fuses	-267.65
	Fuses	267.65
Higgins Heating		693.69
	Building R&M	111.00
	Cooler Repairs	582.69
Jackie Meixner		60.68
	Operating Checks	60.68
Marco Technologies LLC		508.17
	Copier Lease	508.17
R&R Specialties of Wisconsin Inc.		12,914.38
	Zamboni Repairs & Maintenance	12,914.38
Robert Anderson		43.47
	Operations Supplies	43.47
The Howard Company		400.00
	Annual Hosting	400.00
VenuWorks, Inc.		8,332.53
	September Management Fee	8,244.57
	Reimburse Credit Card Charges*	87.96
Waste Management of WI -MN		269.36
	Trash Services	269.36
Manual Checks & Debits		1,398.13
BridgePay	Credit card fees	19.95
NovaTime	Timeclock	55.20
City of Bemidji	Utilities	1,322.98
Grand Total		27,305.26

\*Credit Card Charges

Administration	87.96
Total	87.96

Reviewed by Sanford Center Finance Subcommittee on 9/16/20

## Tourist Information Center Lease Agreement (Southwest Section)

**THIS LEASE AGREEMENT** is entered into on \_\_\_\_\_, 2020 (“Effective Date”) by and between the **City of Bemidji, Minnesota**, a municipal corporation, hereinafter referred to as CITY, and **Visit Bemidji**, a Visitor & Convention Bureau, hereinafter referred to as TENANT.

**WHEREAS**, CITY has office space available in the Southwest section of the Tourist Information Center Building (hereinafter known as the Southwest Section); and

**WHEREAS**, CITY and TENANT wish to enter into a lease arrangement for the Southwest Section and related common areas, including shared use of the staff restroom.

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

1. **LEASED PREMISES.** CITY leases to TENANT and TENANT leases from CITY that portion of the Tourist Information Center known a Southwest Section. The leased area consists of an approximate 909 sq.ft. defined area, as shown in **Exhibit “A”**, (hereinafter the “Leased Premises”), plus shared use of the staff restroom, together with all rights, easements and servient estates appurtenant to the Leased Premises.

2. **INITIAL TERM.** The term of this Lease shall be five (5) years and three (3) months, commencing on October 1, 2020 and ending at 12:00 noon on December 31, 2025, upon the condition that Tenant pays rent therefore, and otherwise performs as provided in the Lease.

3. **OPTION TO RENEW.** The Lease agreement may be renewed automatically for two (2) additional five (5) year terms. During each renewal term, excepting the amount and payment of rent and utilities, the same terms and conditions of this Lease Agreement shall remain in effect unless modified by subsequent written agreement of the parties. At the conclusion of the original term, and each renewal term thereafter, the parties shall renegotiate the amount and payment of rent and utilities for any renewal period. Such renegotiated terms shall be reduced to writing as an addendum to this Lease Agreement.

4. **RENT-INITIAL TERM.** TENANT agrees to pay CITY at the Bemidji City Hall, or at such other place or manner designated by CITY, without any prior demand therefore and without any deduction or setoff whatsoever, fixed rent at the rate of **\$757.50 (909 ft<sup>2</sup> x \$10/ft<sup>2</sup> divided by 12 months)** per month starting on October 1, 2020, and on the first of each succeeding calendar month thereafter during the initial term of this Lease. The rent shall include the following:

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

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

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

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

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

9. **SIGNAGE.** Written approval from City is required prior to Tenant placing any signs on the exterior or interior of the Tourist Information Center Building.

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

11. **ACCESS BY TENANT.** TENANT and its employees, customers, agents and invitees shall have the nonexclusive right to use, for entering and exiting from the Leased Premises, the common hallway(s), the "west" entrance door, and the sidewalk(s) serving the Tourist Information Center Building which provide reasonable and convenient access between the Leased Premises and the public rights-of-way. Further, CITY shall provide and maintain the

Leased Premises and the Tourist Information Center Building with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local entities having jurisdiction and authority in connection with this property.

**12. PARKING.** TENANT TENANT's employees, customers, agents and invitees shall be permitted to park in the Paul Bunyan Park Parking Lot.

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

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

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

**15. UTILITIES, MAINTENANCE AND REPAIR.**

**A. UTILITIES.**

- i. CITY initially shall pay all charges of public or private utility companies or commercial suppliers for electricity, water, sewage, natural gas, and other forms of energy, if any, furnished to the Tourist Information Center, including the Leased Premises.
- ii. TENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, and any other utility or service, whether such is furnished by the CITY or obtained and paid for by TENANT.

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

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

- a. All structural parts of the existing building containing the Leased Premises, including roof, glass windows, doors, foundation and all structural parts of the floors, walls and ceilings, and
  - b. All existing mechanical and utility systems serving the Leased Premises, including electrical wiring, heating, (and, where applicable, cooling) devices and ductwork.
- ii. TENANT shall be responsible for maintenance of its own implements or articles which are the personal property of TENANT.
  - iii. Snow Removal. City shall keep the public sidewalks adjacent to the building and any public sidewalks or stairways leading from the public sidewalks to the building free from snow, ice and debris.
  - iv. Trash Removal. City shall keep the common areas of the Tourist Information Center Building free of all accumulations of trash and debris, and shall provide the Leased Premises with a means or system of waste or trash disposal.
  - v. Janitorial. City shall provide janitorial services and supplies to the common areas of the Tourist Information Center Building. TENANT shall be responsible for providing these services to the Leased Premises.
  - vi. Exterior Lighting. CITY shall provide adequate exterior lighting in the Tourist Information Center building entrance/exits.
- C. **REPAIRS.** CITY shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that CITY shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall the CITY bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear. TENANT also shall be responsible to CITY for damage to the Leased Premises caused by acts or negligence of TENANT or TENANT's agents, employees or invitees. However, CITY shall be responsible for damage to the Leased Premises and property of TENANT located thereon caused by acts or negligence of CITY.
- D. **MEDIATION COMMITTEE.** In the event of a dispute over, or a need for interpretation of, the division of responsibilities as set forth above or in this Lease Agreement generally, the Parties may appoint representatives to an ad hoc committee created for the specific purpose of mediating such issues as they arise.
- E. **REMODELING.** TENANT must receive prior written approval from the CITY before doing any remodeling or improvement to the Leased Premises.



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

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

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

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

**20. INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**28. CANCELLATION.**

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

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

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

i. upon six (6) months written notice to the TENANT. Notice shall be given as provided in **Paragraph 31**.

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

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

**29. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** No Alterations, Additions or Improvements shall be made to the Leased Premises during the Term of this Lease Agreement

without first securing the prior written approval of CITY. Any Alterations, Additions or Improvements built, constructed or placed on the Leased Premises, with the exception of fixtures removable without damage to the Leased Premises and TENANT's personal property, shall become the property of CITY.

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

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

**TO CITY:**

City Manager  
Bemidji City Hall  
317 4<sup>th</sup> Street NW  
Bemidji, MN 56601

**TO TENANT:**

Executive Director  
Visit Bemidji  
P.O. Box 66  
Bemidji, MN 56619

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BEMIDJI**

**VISIT BEMIDJI**

By \_\_\_\_\_  
Rita C. Albrecht, Mayor

By \_\_\_\_\_

\_\_\_\_\_  
Nathan Mathews, City Manager

\_\_\_\_\_

# COUNCIL AGENDA ITEM



**Meeting Date:** September 21, 2020  
**Action Requested:** Approve CARES Act Funding for August  
**Prepared By:** Ron Eischens, Finance Director  
**Reviewed By:** Nate Mathews, City Manager

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On September 8<sup>th</sup> Council approved allocation of \$791,012 of COVID Funding for staff time and PPE purchases for the time period March 1 to July 31. These amounts were reported to the State on September 9.

The next reporting cycle covers the month of August. Continuing with allocation for PPE and staff time, August expenditures are listed below:

**CARES Relief Fund  
8/31/2020**

	Amount Received	<u>\$1,164,911</u>		
		<b>Previously</b>	<b>August</b>	<b>Cumulative</b>
<b>MN Reporting Type</b>	<b>Description</b>	<b>Allocated</b>	<b>Allocation</b>	<b>Total</b>
Protective Equip	PPE/Supplies	49,052	7,683	56,735
Payroll - Public Health	Police	546,051	45,068	591,119
Payroll - Public Health	Fire - (58% City Share)	12,790	926	13,716
Payroll Expenses	Admin personnel duties	183,119	47,885	231,004
	<b>TOTAL</b>	<u>791,012</u>	<u>101,562</u>	<u>892,574</u>
	Balance Remaining	373,899		272,337

In consultation with the League of MN Cities, a basis for the allocation of CARES Act Relief Funding is as follows:

- 1) **\$56,735 - supplies/personal protective equipment** for all city departments including the Sanford Center – items include protective shields, sanitizer, disinfectant, wipes, signage, building modifications, gloves and face masks. As eligible in accordance with the Federal CRF Guidance dated June 20, 2020 see below:

Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local and Tribal governments of public health orders related to COVID19.
- Expenses for the acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protective services and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings and other public health or safety workers in connection with the COVID19 public health emergency
- Expenses for disinfection of public areas and other facilities in response to the COVID19 public health emergency
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID19 related threats to public health and safety
- Expenses for public safety measures undertaken in response to COVID19

Expenses for quarantining individuals

- 2) **\$591,119 – Police Public Safety payroll expenses (33%)**  
**\$ 13,716 – Fire Public Safety payroll expenses (5% of City funded portion)**

Police Chief/Captain/Sergeants/Patrol officer time. COVID19 resulted in significant change in activities including, but not limited to: reduced community policing, mental health calls, weekly COVID meetings, adjusting work schedules, locating and purchasing PPE, domestic disturbances, order protection, and domestic abuse no contact order violations. Patrol implemented a number of changes to processes to ensure social distancing and enhanced sanitation protocols, such as responding to medicals and vehicle releases.

The Fire Department took enhanced sanitation and social distancing measures to provide the ability to respond to emergency calls. Schedule and working conditions were altered so not all firefighters were at the station at the same time



when responding to a call and separating firefighters to prevent them from being in the same place at the same time.

As eligible under the CFR FAQ Dated 8/10/2020

***The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?***

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

***The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee’s entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?***

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

3) **\$231,004 – Personnel substantially different.** Each of the following positions and job duties have been substantially different than the job duties and tasks contemplated within the 2020 budget and have been significantly altered from what was intended.

- City Manager
  - Response coordination
  - COVID19 strategic planning
  - Assisting City Council in response
  - COVID19 policy development
  - Communication to public and staff
  - Responding to employee and citizen concerns
  - Review of city-wide COVID109 planning and actions

- Finance Director
  - Response coordination
  - Managing and accounting for COVID19 expenses
  - Attending various webinars and meetings regarding COVID19
- Public Works Director
  - Response coordination
  - Assisting administration in response
  - COVID19 policy development
  - Communication to staff and public
  - Responding to employee and citizen concerns
  - Preparation/coordination of staff scheduling and remote working issues
- Legal Staff
  - Policy development
  - Advising City administration on issues
  - Researching and drafting emergency declaration orders
  - Coordinating with State District court about COVID procedures
  - Attend meetings
  - Prepare memorandums
- Accountant/HR Technician/City Clerk
  - Learning and researching COVID19 employment and benefit rules
  - Drafting policies and creating forms
  - Educating City employees on payroll and benefit impacts
  - Tracking employee leave
  - Managing elections impacted by COVID
- Parks and Recreation Director/Recreation Coordinator
  - Facilities; closing/reopening; cleaning/sanitizing; signage
  - COVID impact awareness/education/coordination
  - Webinars, training and reading
  - Staffing policies and scheduling, new policies and procedures
  - Public response
  - Programming changes and alternatives and communication to public
- Planning Director
  - Establishing web based meeting platform
  - Attend meetings and webinars
  - Establish policies and procedures for staff
  - Purchasing PPE
- Building and Rental Staff
  - Building maintenance and staff scheduling
  - Building safety protocols and training
  - Rental program procedure changes

As eligible under the CFR FAQ dated 8/10/2020

***The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?***

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

***The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?***

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

**RECOMMENDATION:**

Approve allocation of CARES Act Funding as summarized on page one for COVID related costs during the month August of \$101,562. Remaining balance of \$272,337 used in similar fashion for additional personal protective gear, including police department breathing apparatus and Sanford Center PPE at an estimated cost of \$50,000, as well as staff time.

Using cumulative COVID expenses through August, including police department breathing apparatus and Sanford Center PPE, COVID funds are projected to be expended by November 15<sup>th</sup>. Staff will closely monitor future COVID expenditures to insure all funds are spent.

COVID dollars were received and recorded in the General Fund but spent by various departments and funds, including the Sanford Center. As part of the annual budget adjustment process completed in late fall, COVID dollars will be transferred to each fund for their respective share of COVID costs.