

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 Public Affairs Committee Meeting, Council Meeting and BEDA Meeting on Tuesday, September 8, 2020 to begin at 5:15 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), click on “join” in the upper right corner and enter information below (access will open at 5:00 p.m. and remain open until the conclusion of the BEDA Meeting):



- Enter meeting number: 126 871 5291
- Enter meeting password: PjedVdER299 (75338337 from phones and video systems)
 - Click Join Meeting

To join by phone, dial: +1-408-418-9388. Enter meeting number (access will open at 5:00 p.m. and remain open until the conclusion of the BEDA Meeting):

- Password: 126 871 5291 #
- Press # for no attendee ID number

PUBLIC AFFAIRS COMMITTEE MEETING – 5:15 P.M.

BEMIDJI CITY COUNCIL AGENDA

Tuesday, September 8, 2020

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



ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

AMENDMENTS TO AGENDA

MINUTES

- | | |
|-------------------|-----------------|
| 1) Work Session: | August 10, 2020 |
| Canvassing Board: | August 14, 2020 |
| Council Meeting: | August 17, 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 \$2,380,615.88
- 3) Approve 2020 Business License(s)
- 4) Approve Appointment of James Powell to Parks & Recreation Commission
- 5) Approve Resolution Accepting Donation from Shaynowishkung "Chief Bemidji" Fund (\$1,781.25)
- 6) Approve Resolution Accepting Donation from Marion Dessert Memorial Fund (\$4,000.00)
- 7) Approve Resolution Authorizing Execution of Agreement (Traffic Safety)
- 8) Approve Change Order No. 1 – Near Term Water Plant – City Project 20-03
- 9) Accept Assistance to Firefighters Grant in the amount of \$321,527.27
- 10) Approve Quote of CPS Distributors for Vehicle Exhaust Removal System (\$22,497.00)
- 11) Declare 2007 Chevrolet Impala Sedan Surplus and Authorize Disposal

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 Tuesday, September 8. Comments can be submitted by email at 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.**

PUBLIC HEARING

- 12) 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 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

Bemidji—Regional Center Amenities with Small Town Character

NEW BUSINESS

- 13) Consider Claims Submitted by VenuWorks for the Sanford Center in the amount of \$38,897.01
- 14) Consider Resolution Approving the Preliminary 2021 Tax Levy
- 15) Consider CARES Act Relief Fund Allocations
- 16) Discuss Railroad Corridor Land Lease

ORDINANCES

- 17) First Reading of an Ordinance Amending an Uncoded Section of Bemidji City Code Pertaining to Street Vacation (Birch Street)

UPCOMING 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

**RE-CONVENE AS THE
BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY**

CITY COUNCIL PROCEEDINGS

BEMIDJI, MINNESOTA

Work Session – August 10, 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 10, 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, Johnson, Rivera, Erickson.

Staff Present: City Manager Nate Mathews, City Attorney Alan Felix, Assistant City Attorney Katie Nolting, City Clerk Michelle Miller

Mayor Albrecht stated the purpose of the meeting was to here ideas from the community about the potential for creating a civilian Police Advisory commission or committee. Albrecht clarified that the goal for this meeting is for the council to listen, rather than engage, question or challenge testimony or speakers. Additionally, no decisions will be made at this meeting. Council will consider comments received as a start to the process of creating a Police Advisory Commission.

The following individuals submitted written and/or oral testimony in regards to their position/opinion to the formation of a police advisory commission/committee:

- Amber Ahola
- James Anderson
- Erika Bailey-Johnson
- Bill Batchelder
- Maggie Baumgartner
- Selena Beasley
- Ben Cahill
- Ashley Charwood
- Richard Chernugal
- Judy David
- Charles Dolson
- Irene Folstrom
- David Frison
- Dan Gannon
- Brenda Goecke
- Don Heinonen
- John Henningsgard
- Karin Hughes
- Janelle Johnson
- Kimberly Johnson
- Daniel Jourdain
- Dan Jurek
- Renee Keezer
- Justin Keezer
- Henry Krigbaum
- Heather Labat
- Brian Larson
- Jean Skinaway-Lawrence
- Kathryn Lavelle
- Linda Lemmer
- Kitura Main
- Shannon Murray
- Our Revolution Petition
- Ernest Joseph Oppegaard-Peltier III
- Peoples Church, ELCA
- Tyler Peterson
- Les Plasschaert
- Jorge Prince
- Racial Justice in Bemidji Petition
- Anonymous Response
- Sarah Stahelin
- Yvonne Strasser
- Eugene Strowbridge
- Bill & Kathy Strycker
- Christian Taylor Johnson
- Audrey Thayer
- Jaime Thibodeaux
- Wendy Thompson
- Ted Will
- Jacob Willey

ADJOURN

There being no further business, motion by Meehlhause, seconded by Johnson, to adjourn the meeting. Motion carried. Meeting adjourned at 7:02 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Michelle R. Miller". The signature is written in a cursive style.

Michelle R. Miller
City Clerk

DRAFT

**CANVASSING BOARD
PROCEEDINGS
BEMIDJI, MINNESOTA
August 14, 2020**

Pursuant to due call and notice, the Bemidji City Council met as a Canvassing Board on Friday, August 14, 2020, at 10:00 a.m. in the Chambers at City Hall with Mayor Albrecht presiding, via video and telephone conference.

Upon roll call, the following Canvassing Board members were declared present: Albrecht, Meehlhause, Johnson, Rivera, Erickson

Staff Present: City Manager Nate Mathews, City Attorney Alan Felix, Assistant City Attorney Katie Nolting, City Clerk Michelle Miller

Mayor Albrecht stated that the purpose of the meeting was to canvass the returns of the August 11, 2020 Primary Election for the City positions of Mayor, Ward 1, Ward 3 and Ward 5; and the August 11, 2020 Special Election for Ward 2 and to certify the results.

Motion by Johnson, seconded by Meehlhause to accept the results of the August 11, 2020 Primary and Special Election. Motion carried by the following roll call vote: Yeas: Johnson, Albrecht, Erickson, Meehlhause, Rivera.

The City Clerk was directed to certify the results of the Election to the County Auditor (election results attached).

ADJOURN

There being no further business, the meeting adjourned at 10:10 a.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

CITY COUNCIL PROCEEDINGS

BEMIDJI, MINNESOTA

Regular Meeting – August 17, 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 Monday, August 17, 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, 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, Assistant City Engineer Sam Anderson, City Clerk Michelle Miller

AMENDMENTS TO AGENDA

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

MINUTES

The following minutes were presented for approval:

Work Session:	July 27, 2020
Council Meeting:	August 3, 2020

Motion by Meehlhause, seconded by Johnson, to approve the minutes as presented. Motion carried by the following roll call vote: Yeas: Johnson, Albrecht, Erickson, Meehlhause, Rivera.

OATH OF OFFICE/RESEATING OF COUNCIL

City Clerk Miller administered the Oath of Office to elected official Josh Peterson (Ward 2). Councilor Peterson took his seat at the Council table and counted as present.

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 Johnson, seconded by Peterson, to approve the Consent Agenda items as follows:**

1. Claims Submitted by Finance Officer in the amount of \$794,414.49
2. Claims Submitted by VenuWorks for the Sanford Center in the amount of \$12,305.82
3. Approve 2020 Business License(s)

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 opposition to the seating of Josh Peterson to Ward 2 as an incompatible office and conflict of interest regarding his current employment with VisitBemidji.

NEW BUSINESS

Consider Resolution Encouraging Minnesota Lawmakers to Pass the Bonding Bill in the September 2020 Legislative Session

Through email correspondence from the Coalition of Greater Minnesota Cities elected officials are encouraged to pass resolution urging Minnesota Lawmakers to pass a bonding bill in the September 2020 Legislative Session to help with infrastructure needs. Staff presented a draft of a resolution stating that the City of Bemidji has a vested interest in seeing a bonding bill passed to help pay for the new water treatment plant needed to ensure the citizens of Bemidji have safe drinking water.

RESOLUTION NO. 6305: Encouraging Minnesota Lawmakers to Pass a Bonding Bill in the September 2020 Legislative Special Session was offered by Councilmember Meehlhause, who moved its adoption, an upon due second by Councilmember Johnson, was passed by the following roll call vote: Yeas: Peterson, Johnson, Albrecht, Meehlhause, Rivera, Erickson.

Consider Resolution Allowing the Newly Annexed Portion of the City to Continue to Follow the Hunting Regulations of the Bemidji Game Refuge for the 2020 Hunting Season

Mathews stated that in response to the work session of July 27 held jointly with the Deer Management Committee and MN DNR staff, the proposed resolution is presented based on that discussion and consensus of the council to allow newly annexed residents of Northern Township to hunt and trap their properties pursuant to the rules and regulations of the Bemidji Game Refuge.

RESOLUTION NO. 6306: To Suspend Enforcement of the City Firearms, Bows and Hunting Ordinance During the 2020 Minnesota Hunting Season to the Extent Necessary to Permit Residents of the Newly Annexed Phase Three (3) Area (from Northern Township) to Continue the Ability to Hunt and Trap Wild Game on their Property in Conformity with the State’s Special Hunting Regulations for the Bemidji Game Refuge was offered by Councilmember Johnson, who moved its adoption, an upon due second by Councilmember Peterson, was passed by the following roll call vote: Yeas: Rivera, Peterson, Erickson, Meehlhause, Albrecht, Johnson.

Consider Award of Quote – 22nd Street NW Sanitary Sewer Extension Project – City Project 20-09

Sam Anderson stated that a sanitary sewer main extension is proposed along the alley up to 22nd Street NW which then allow an older main to be abandoned due to development on those properties. The new main will be able to serve the proposed development and also eliminate a maintenance problem for the city. Two quotes were received for this project:

Sparky’s Construction, Inc.:	\$31,490.00
Reierson Construction, Inc.:	\$38,886.49
Engineer’s Estimate:	\$35,000.00

The low quote of \$31,490.00 will result in a total project cost of approximately \$36,000.00 after design engineering and construction inspection costs are included. Funding for the project will be paid out of the Sanitary Sewer Utility Fund.

Motion by Erickson, seconded by Meehlhause awarding the quote for the 22nd Street NW Sanitary Sewer Extension Project – City Project 20-09 in the amount of \$31,490.00 to Sparky’s Construction, Inc. Motion carried with the following roll call vote: Erickson, Albrecht, Johnson, Rivera, Meehlhause, Peterson.

Consider Award of Quote – Arch Lane Sanitary Sewer Replacement Project – City Project 20-08

Sam Anderson stated that during annual maintenance activities, a sag was found in about 160 feet of existing 8” PVC sanitary sewer main. This can cause water and solids to settle in the main which can cause backup into private homes. This area also experiences localized storm water flooding and installation of a culvert can also be done at this time. Two quotes were received for this project:

Reierson Construction, Inc.:	\$53,580.80
Sparky’s Construction, Inc.:	\$76,744.80
Engineer’s Estimate:	\$45,000.00

The low quote of \$53,580.80 will result in a total project cost of approximately \$59,000.00 after design engineering and construction inspection costs are included. Funding for the project will be paid out of the Sanitary Sewer Utility Fund in the amount of \$25,000.00 and Storm Water Utility Fund in the amount of \$34,000.00. Anderson stated that the difference between the estimate and the quote is the cost of dewatering for this project due to the proximity to Lake Irving, low lying land and rainfall.

Motion by Erickson, seconded by Rivera awarding the quote for the Arch Lane Sewer Replacement Project – City Project 20-08 in the amount of \$53,580.80 to Reierson Construction, Inc. Motion carried with the following roll call vote: Meehlhause, Johnson, Rivera, Erickson, Peterson, Albrecht.

ORDINANCES

ORDINANCE NO. 170, 3RD SERIES, AN ORDINANCE Amending the City of Bemidji Council-Manager Charter Amending Chapter 4 (Nominations and Elections) was given a final reading and passed by the following roll call vote: Yeas: Albrecht, Meehlhause, Peterson, Johnson, Rivera, Erickson.

Motion by Meehlhause seconded by Johnson approving publication of a summary of Ordinance No. 170, 3rd Series. Motion carried by the following roll call vote: Yeas: Johnson, Albrecht, Erickson, Peterson, Meehlhause, Rivera.

UPCOMING COUNCIL MEETINGS

- Monday, August 24 5:30 p.m. Work Session (Budget)
- Monday, August 31 5:30 p.m. Work Session (Rental Code Amendment)

ADJOURN

There being no further business, motion by Peterson, seconded by Rivera, to adjourn the meeting. Motion carried. Meeting adjourned at 6:52 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

Bill List Summary

September 8th, 2020

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
30550	City of Bemidji	1,750.00
30555 - 30679	See Attached List	<u>2,378,865.88</u>
		\$ 2,380,615.88
	TOTAL	\$ 2,380,615.88

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 09/03/2020 - 11:01AM
Warrant Request Date: 9/9/2020
DAC Fund:



Batch: 00409.09.2020

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	14 Lakes Craft Brewing Co	000030555	564.00
2	Ace On The Lake	000030556	518.47
3	Acme Tools-Bemidji	000030557	690.36
4	Ameripride	000000000	3,956.30
5	Artisan Beer Company	000030558	1,852.65
6	Auto Value Bemidji	000030559	92.97
7	Barr Engineering Company	000030560	24,007.12
8	Baycom, Inc.	000030561	356.00
9	Bellboy Corporation	000000000	3,371.00
10	Beltrami County Auditor/Treasurer	000030562	54,962.40
11	Beltrami County Recorder	000030563	276.00
12	Bemidji Coca-Cola Bottling Co, Inc	000030564	1,050.49
13	Bemidji Community Arena	000030565	9,400.00
14	Bemidji Coop Ass'n, Inc.	000030566	730.61
15	Bemidji Downtown Alliance Board	000030567	41.10
16	Bemidji Paper Sales, Inc.	000000000	2,006.82
17	Bemidji Regional Airport	000030568	2,000.00
18	BEMIDJI VET HOSPITAL	000030569	31.12
19	Bemidji Wildlife Removal Service	000030570	100.00
20	Bernick's	000000000	53,340.65
21	Bessler Wiebolt Electric	000030571	565.60
22	Beverage Wholesalers	000030572	734.50
23	Bitker,Cristopher	000000000	20.00
24	Bob Lowth Ford, Inc.	000030573	425.17
25	Bonded Lock & Key of Bemidji	000030574	90.00
26	Boom Island Brewing Company. LLC	000030575	209.00
27	Border States Electric Supply	000030576	20.50
28	Bowman & Sons Inc	000030577	7,400.00
29	Boyer Mechanical Services	000030578	500.00
30	Breakthru Beverage Minnesota Wine & Spirits, LLC	000030579	30,618.80
31	Cenex Fleetcard	000030580	14,557.82
32	City of Bemidji	000030581	8,420.62
33	City of Bemidji - ACH	000000000	1,922.20
34	Commercial Refrigeration, Inc.	000030582	350.00
35	Complete Concrete Works Inc.	000030583	790.00
36	Core & Main	000030584	586.70
37	Crazy About Cleaning	000000000	556.50
38	Crossroads Auto Glass	000000000	1,500.00
39	Culligan	000030585	40.25
40	Cummins Inc.	000030586	161.95
41	D & D Beverage, LLC	000000000	4,352.45
42	Darrell's Auto Glass	000030587	300.00
43	D-S Beverages	000030588	77,625.40
44	EDEVOLD,CORINDA	000030589	92.00

Page Total: \$311,187.52

Line	Claimant	Voucher No.	Amount
45	Electric Pump, Inc	00000000	87.62
46	Electric Scientific Co Inc	000030590	370.00
47	Emergency Apparatus Maint.,Inc.	000000000	755.22
48	Fastenal Company	000030591	70.29
49	Fed Ex	000030592	184.90
50	Fenner,Kevin	000000000	39.73
51	Forestedge Winery	000030593	1,008.00
52	Forum Communications Company	000000000	513.00
53	Gaslin Garage Door	000030594	93.75
54	Gopher State One-Call	000000000	356.55
55	Grand Forks Fire Equipment LLC	000000000	112.50
56	Graphic FX	000030595	280.78
57	Guardian Pest Control, Inc	000030596	116.30
58	Hawkins, Inc.	000000000	7,042.56
59	HBI Radio Bemidji	000030597	431.25
60	Hesch Construction, LLC	000030598	4,750.43
61	Higgins Heating, A/C , Inc.	000030599	7,384.00
62	Innovative Office Solutions, LLC	000030600	1,088.80
63	J.D. Hansen & Sons, Inc.	000030601	264.00
64	Jim Hirt Trucking, Inc	000030602	2,823.40
65	JOBSHQ	000030603	858.50
66	Joe's Northwoods Pest Control	000030604	107.50
67	Johnson Bros., Inc.	000030605	52,221.43
68	Juelson Plumbing & Heating	000030606	390.00
69	Kennedy & Graven Charter	000030607	468.00
70	KGI Wireless	000030608	500.00
71	KLM Engineering, Inc	000030609	6,950.00
72	Knife River Materials	000030610	385.12
73	L & M Supply Co.	000030611	12,000.00
74	Lakes Concrete Plus Inc.	000030612	280.00
75	Larry's Machine Shop	000030613	386.66
76	Larson Environmental Consulting	000030615	800.00
77	Larson,Jennifer	000030614	16.18
78	Lawson Products, Inc.	000030616	882.40
79	League of MN Cities	000030617	14,689.00
80	Learning Landscapes Design LLC	000030618	4,240.95
81	Locators & Supplies, Inc.	000000000	284.07
82	Lucky Dogs	000030619	585.00
83	Macqueen Equipment, Inc.	000000000	9,026.69
84	Maid In Bemidji, Inc.	000000000	825.00
85	Marco, Inc.	000000000	433.24
86	Martin,Tiffany	000030620	32.36
87	McKinnon Co., Inc.	000030621	36,329.10
88	MCMA	000030622	164.83
89	Menards-Bemidji	000000000	2,242.85
90	Midwest Playscapes Inc.	000030623	108.00
91	MJ Skid Steer	000030624	242.73
92	MN Dept of Health	000030625	9,294.00
93	MN Dept of Transportation	000030626	119.64
94	MN Energy Resources	000000000	2,004.49
95	MN Secretary of State - Notary	000030627	120.00
96	MN Valley Testing Lab, Inc.	000000000	460.50
97	MoeCo Fire & Safety	000030628	63.93
98	Murray Surveying, Inc.	000030629	500.00
99	NAPA Auto Parts	000000000	809.80
100	Naylor Heating & Refrigeration, LLC	000000000	1,078.26
101	Nei Bottling, Inc.	000030630	423.86

Page Total: \$188,097.17

Line	Claimant	Voucher No.	Amount
102	North Country Electrical Services, Inc.	000030631	1,132.77
103	Northern Paving Inc.	000030632	612.00
104	Northern Technologies, LLC	000000000	3,907.50
105	Northwoods Ice, Inc.	000030633	1,400.40
106	NW Tire, Incorporated	000030634	1,199.49
107	Occupational Development, Inc	000030635	263.88
108	O'Reilly Auto Parts	000030636	24.99
109	Otter Tail Power Company	000030637	50,124.35
110	Paul Bunyan Communications	000030638	2,666.72
111	Paustis & Sons	000030639	7,662.50
112	Phillips Wine & Spirits	000030640	34,432.25
113	Port Consulting	000030641	140,421.88
114	Port-Able John Rental & Service, Inc.	000000000	915.50
115	Port-O-Wild Security, Inc.	000000000	1,275.00
116	Prairie Restorations, Inc.	000030642	660.00
117	Priority Payment Systems	000000000	30.27
118	PS Mow & Snow Co	000030643	325.00
119	Reierson Construction, Inc.	000030644	140,825.11
120	Rice Lake Construction Group	000030645	1,168,288.07
121	Richards Publishing Company	000030646	186.88
122	RITE	000030647	226.56
123	RMB Environmental Laboratories, Inc.	000030648	965.00
124	RMC Truck Parts	000030649	290.70
125	Roger's Two Way Radio, Inc.	000030650	604.39
126	Rootstock Wine Company	000030651	916.00
127	RP Broadcasting	000030652	6,003.20
128	Sadeks Repair & Welding, Inc.	000030653	595.82
129	Safety Kleen Systems, Inc.	000030654	186.00
130	Sherwin-Williams Co	000030655	400.25
131	Sherwood,Justin	000000000	116.00
132	Southern Glazer's of MN	000030656	51,619.86
133	Southside Tow & Rec, Inc	000030657	300.00
134	Sparky's Construction, Inc.	000030658	188,647.22
135	Staples Advantage	000030659	158.64
136	Streicher's	000030660	456.00
137	T & K Outdoors, Inc.	000030661	437.29
138	Tennant Sales and Service Company	000030662	730.87
139	The Tessman Company	000030663	756.43
140	Traffic Marking Service, Inc	000030664	15,262.39
141	True Brands	000030665	1,328.88
142	Uline	000030666	555.88
143	Unity Yoga	000030667	104.31
144	UPS Store	000030668	10.94
145	USA Bluebook	000030669	94.15
146	Valvoline Instant Oil Change	000030670	173.02
147	Veit & Co.,Inc.	000030671	5,500.00
148	Verizon Wireless	000030672	140.04
149	Viking Industrial Center	000030673	138.86
150	Vinocopia, Inc.	000000000	3,816.26
151	VisitBemidji	000000000	34,715.74
152	Waller,Tina	000030674	92.00
153	Wendt,Tara	000030675	16.18
154	Wes Plumbing & Heating	000030676	2,200.00
155	Wiebolt Properties, Inc.	000030677	673.50
156	Wine Merchants	000030678	3,936.00
157	Winebow	000030679	1,058.25

Page Total: \$1,879,581.19

Line	Claimant	Voucher No.	Amount
		Page Total:	\$0.00
		Grand Total:	\$2,378,865.88

GENERAL BUSINESS LICENSES - 2020

Type of License	Business Name	Business Location	Fee Paid
Restaurant/Food Service			
	HARDEES	205 PAUL BUNYAN DR NW	\$35.00
	KONA ICE	WITHIN BEMIDJI CITY LIMITS	\$35.00

COUNCIL AGENDA ITEM



Meeting Date: September 8, 2020

Action Requested: Appointment to Parks and Recreation Commission

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

Reviewed By: Nate Mathews, City Manager *Nate*

A vacancy was created on the Parks and Recreation Commission earlier this summer, with a commissioner moving out of the City limits. The Commission term is through January 31, 2022.

The Commission met reviewed the applications and are recommending the appointment of James Powell, 605 38th Street NW, to the Parks and Recreation Commission.

Recommendation

It is recommended that the City Council appoint James Powell to the Park and Recreation Commission to complete the term through January 31, 2022.



CITY OF BEMIDJI
317 4th Street NW
Bemidji, MN 56601

Phone: 218-759-3570 Fax: 218-759-3590

Website: www.ci.bemidji.mn.us

Date Received:

Received By:

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- | | |
|---|---|
| <input type="checkbox"/> City Library Board | <input type="checkbox"/> Heritage Preservation Commission |
| <input type="checkbox"/> Merit Hearing Board | <input type="checkbox"/> Housing & Redevelopment Commission |
| <input checked="" type="checkbox"/> Parks & Trails Commission | <input type="checkbox"/> Housing Appeals Board |
| <input type="checkbox"/> Greater Bemidji Joint Planning Commission | <input type="checkbox"/> Public Arts Commission |
| <input type="checkbox"/> South Shore Design Review Committee | |
| <input type="checkbox"/> Sanford Center SubCommittee (Finance, Marketing or Facilities) | |

NAME: James Powell

FULL ADDRESS: 605 38th St. NW Bemidji, MN 56601

PHONE (HOME): 218-760-0627 (Preferred)

PHONE (WORK): 218-333-3400

EMAIL: jamesromaine.powell@gmail.com

ARE YOU A RESIDENT OF THE CITY OF BEMIDJI? YES NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? YES NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

Whether it is for going to the beach, hiking, biking, or playing disc golf, I personally utilize our parks and trails often. Our community is very fortunate to have such beautiful and well cared for parks. I truly believe Parks & Recreation does great work for our community, and I would simply to be of as much service to them as I am able.

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I have 5 years of experience working with the public as a para-professional for Bemidji Area Schools. I have a bachelor's degree in biology from Bemidji State University where I focused on botany and ecology. I am a board member of the Bemidji Disc Golf Club

AVAILABILITY: Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission? Yes No

REFERENCES: (Optional)

Ext 4403

Ami Aalgaard	502 Minnesota Ave NW	218-333-3400
Name	Address	Phone
Dr. Mark Fulton	1500 Birchmont Dr NE	218-755-2787
Name	Address	Phone
Logan Harrahan	711 Lake Ave NE	218-368-1333
Name	Address	Phone

Incomplete applications will not be considered.

NOTE: This application is of public record. Public Service opportunities are offered by the City of Bemidji without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? Yes No

The Applicant is: A New Applicant Applying for Reappointment

This appointment is for a: Partial Term Full Term

Date submitted to Council: _____ Council Action: Not Appointed Appointed (Exp. _____)

RESOLUTION NO.

A RESOLUTION ACCEPTING DONATION

(Northwest Minnesota Foundation - Shaynowishkung "Chief Bemidji" Fund)

WHEREAS, the City Council of the City of Bemidji encourages public donations to help defray the costs to the general public of providing services and improving the quality of life in the City of Bemidji; and

WHEREAS, Northwest Minnesota Foundation - Shaynowishkung "Chief Bemidji" Fund has donated \$1,781.25 for use by the City of Bemidji Parks & Recreation Department for the Shaynowishkung Statue Lighting Project; and

WHEREAS, Minnesota Statutes 465.03, requires that all gifts and donations of real or personal property, including money, be accepted by adoption of a resolution approved by two-thirds of the members of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bemidji, Beltrami County, Minnesota, that this donation is hereby accepted for the use it was intended.

BE IT FURTHER RESOLVED that the City sincerely thank the community and committee for their gracious and generous donations to the Shaynowishkung "Chief Bemidji" Fund and the role the Northwest Minnesota Foundation plays in promoting generosity in our community.

The foregoing resolution was offered by Councilmember _____, who moved its adoption, and upon 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

RESOLUTION NO.

A RESOLUTION ACCEPTING DONATION (Northwest Minnesota Foundation – Marion Dessert Memorial Fund)

WHEREAS, the City Council of the City of Bemidji encourages public donations to help defray the costs to the general public of providing services and improving the quality of life in the City of Bemidji; and

WHEREAS, Northwest Minnesota Foundation – Marion Dessert Memorial Fund has donated \$4,000.00 for use by the City of Bemidji Parks & Recreation Department for the purchase and installation of two memorial benches in Library Park; and

WHEREAS, Minnesota Statutes 465.03, requires that all gifts and donations of real or personal property, including money, be accepted by adoption of a resolution approved by two-thirds of the members of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bemidji, Beltrami County, Minnesota, that this donation is hereby accepted for the use it was intended.

BE IT FURTHER RESOLVED that the City sincerely thank the community and family of Marion Dessert for their gracious and generous donations to the Marion Dessert Memorial Fund and the role the Northwest Minnesota Foundation plays in promoting generosity in our community.

The foregoing resolution was offered by Councilmember _____, who moved its adoption, and upon 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

RESOLUTION NO.

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

(Minnesota Department of Safety - OTS)

BE IT RESOLVED that the Bemidji Police Department enter into a Grant Agreement with the Minnesota Department of Public Safety (OTS), for traffic safety enforcement projects during the period from October 1, 2020 through September 30, 2021.

IT FURTHER RESOLVED that the Chief of Bemidji Police Department is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of the City of Bemidji Police Department.

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 _____.

(Seal)

City Clerk

COUNCIL AGENDA ITEM



Meeting Date: September 8, 2020

Action Requested: Approve Change Order No. 1 – Water Treatment Plant City Project 20-03

Prepared By: Craig Gray, City Engineer

Reviewed By: Nate Mathews, City Manager

Background:

Attached is change order number one for the construction of the city's new water treatment plant. This change order includes five items that have come up during the first two months of the project. Two of the items are related to the internal piping and treatment systems (additional pressure switches \$17,893 and additional pipe supports \$16,346). The largest item is the replacement of some of our sanitary sewer main in Gillett Drive that was found to have a sag in it and thus required replacement - \$25,412.

Finance

The total amount of the attached change order is \$62,033.79. The project budget that I presented to the city council in June allocated \$180,000 for change orders so we are still well within the overall project budget. This change order results in a new contract cost with Rice Lake Construction of \$6,123,833.79.

Recommendation

It is recommended that the city council pass a motion approving change order number one for the Water Treatment Plant – City Project 20-03.

CHANGE ORDER NO. 1

PROJECT: City of Bemidji Near Term Water Treatment Plant

DATE OF ISSUANCE: August 31, 2020

EFFECTIVE DATE: September 9, 2020

OWNER: City of Bemidji, Minnesota

ENGINEER'S Project No.: 23041017

CONTRACTOR: Rice Lake Construction Group.

ENGINEER: Barr Engineering

You are directed to make the following changes in the Contract Documents.

Description:

Additional 6 pressure transmitters added to Calgon GAC system.	\$17,893.64
Deduct for exceeding 105ft crane high by Molin for precast erection as per Change Order Proposal #3.	(\$5,643.00)
Additional 8" sanitary pipe installation in Gillette Rd including dewatering and bituminous patch as per Field Order #1 and Change Order Proposal #1.	\$25,412.12
Additional pipe supports including installation as per RFI #3 and Change Order Proposal #2.	\$16,346.72
Additional 16" DIP, additional 16" fittings, deduction of 6" DIP watermain, 1 foot hydrant riser and watermain insulation for changed existing conditions as per Field Orders #2, #4 and Change Order Proposal #4.	<u>\$8,024.31</u>
Total	\$62,033.79

Attachments:

Field Order #1, #2, #4, Change Order Proposal #1, #2, #3, #4, RFI #3

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$ 6,061,800.00</u>	Substantial Completion : <u>January 29, 2021</u> days or dates Ready for final payment : <u>June 15, 2021</u> days or dates
Net changes from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u>	Net changes from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u>
<u>\$ 0.00</u>	<u>0</u> days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$ 6,061,800.00</u>	Substantial Completion : <u>January 29, 2021</u> days or dates Ready for final payment : <u>June 15, 2021</u> days or dates
Net Increase of this Change Order	Net Increase of this Change Order
<u>\$ 62,033.79</u>	<u>0</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$ 6,123,833.79</u>	Substantial Completion : <u>January 29, 2021</u> days or dates Ready for final payment : <u>June 15, 2021</u> days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By:

Julia Macejovic

Engineer (Authorized Signature)

Date: 8/28/2020

By:

Owner (Authorized Signature)

Date:

By:

Larry McElroy

Contractor (Authorized Signature)

Date:

9-1-20

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

COUNCIL AGENDA ITEM



Meeting Date: September 8, 2020

Action Requested: Accept Assistance to Firefighters Grant for the amount of \$321,527.27

Prepared By: David Hoefer, Fire Chief

Handwritten initials "DHH" in a dark ink, enclosed within a hand-drawn circle.

Reviewed By: Nate Mathews, City Manager

Background:

The Bemidji Fire Department has been awarded an Assistance to Firefighters Grant (AFG) from the United States Department of Homeland Security. This grant project is for basic Personal Protective Equipment: Self Contained Breathing Apparatus (SCBA).

The department has a need to replace our current SCBAs due to age which is resulting in non-compliance with current safety standards and high maintenance issues. Our current joint (City/Rural) Capital Improvement Plan has replacement of our SCBAs scheduled for 2022. This \$250,000 CIP line item will be removed if grant is accepted.

The federal grant awarded is for \$321,527.27 (90%) with the local share of \$32,152.73 (10%).

The local match will be shared between the City of Bemidji and Bemidji Rural Fire Association utilizing our current cost allocation percentages of 57.75% (City) and 42.25% (Rural).

At the present time, it is unknown if this project will be completed in FY 2020 or FY 2021 due to equipment availability.

Recommendation:

Accept the Assistance to Firefighters grant from the United States Fire Administration for \$321,527.27

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

David Hoefler
BEMIDJI, CITY OF
317 4TH STREET NW
BEMIDJI, MN 56601



FEMA

EMW-2019-FG-00374

Dear David Hoefler,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$321,527.27 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$32,152.73 for a total approved budget of \$353,680.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Bean".

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: BEMIDJI, CITY OF

DUNS number: 052178514

Award number: EMW-2019-FG-00374

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

Complete SCBA unit including pack frame and harness, integrated PASS device, face piece, 4500 psi/45-minute cylinder, and spare 4500 psi/45-minute cylinder. Each unit includes a buddy breather, quick connect, and voice amplification system. Each unit is also part of a 5-year annual maintenance agreement, with the cost of that factored into this.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	51	\$6,880.00	\$350,880.00	Equipment

Face Pieces (not associated with SCBA requests)

DESCRIPTION

Standard face piece with voice amplification communication system.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$280.00	\$2,800.00	Equipment

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$353,680.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$321,527.27
Non-federal	\$32,152.73
<hr/>	
Total	\$353,680.00
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

COUNCIL AGENDA ITEM



Meeting Date: September 8, 2020

Action Requested: Award Fire Station 1 Vehicle Exhaust Removal System

Prepared By: Jacob Wettschreck

Reviewed By: David Hoefer, Fire Chief *DHH*
Nate Mathews, City Manager

Background:

The Bemidji Fire Department was awarded an Assistance to Firefighters Grant (AFG) from the United States Fire Administration (USFA) in 2006 to partially install a vehicle exhaust removal system at Fire Station 1. This grant project was for basic life safety improvements to Fire Station 1 and had the primary goal of removing vehicle exhaust from the station, thus improving the air quality within the building and reducing the negative health impacts on our staff. With completion of the recommendations below, we will achieve 100% coverage of vehicle exhaust capture.

The department has CIP funds in 2020 to complete the project.

Recommendation:

Accept the lowest quote and award the vehicle exhaust removal system project at Fire Station 1 to CPS Distributors for the amount of \$22,497. CPS Distributors was the original installer of the current system in 2006 and has provided our service since. Project will include the following:

- Modification of the current system to include relocating an existing vehicle exhaust hook-up to a new location. By reusing this current equipment, we will reduce the overall project cost.
- Installation of a new sliding suction rail type exhaust capture system with two hose drop connections. This new equipment would be identical to the system that was installed in 2006.
- All work to be completed in 2020.

Financing:

The 2020 Fire Department CIP budget includes \$22,497 for this project.

COUNCIL AGENDA ITEM



Meeting Date: September 8, 2020

Action Requested: Surplus Vehicle Declaration

Prepared By: David LaZella, Captain

Reviewed By: Nate Mathews, City Manager

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

The Police Department recommends that the following vehicle be declared surplus:

2007 Chevrolet Impala Sedan: VIN: 2G1WB58K379373842

Based on the vehicle's mileage, operating and physical condition, this vehicle is no longer suitable to be used as a police vehicle.

Recommendation:

Staff recommends that the City Council declare the vehicle surplus and authorize the City Manager to dispose of said property.

Public Hearing: September 8, 2020

REDEVELOPMENT PLAN

Redevelopment Project Area No. 1

Bemidji Economic Development Authority
City of Bemidji, MN



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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Municipal Action Taken

Based upon the statutory authority described in the Redevelopment Plan attached hereto, the public purpose findings by the City Council and for the purpose of fulfilling the City's development objectives as set forth in the Redevelopment Plan, the Bemidji Economic Development Authority (the "EDA") has created, established and designated Redevelopment Project Area No. 1 pursuant to and in accordance with the requirements of Minnesota Statutes, Section 469.001 to 469.047 and the TIF Act as defined in the definitions of this document.

The Mountain View Meadows Increment Financing District, a housing tax increment financing district, was established at the same time Redevelopment Project Area No. 1 was established.

The following municipal action was taken in connection with Redevelopment Project Area No. 1:

Redevelopment Project Area No. 1

September 8, 2020: The Redevelopment Plan for Redevelopment Project Area No. 1 was adopted by the Bemidji EDA.

Mountain View Meadows Tax Increment Financing District

September 8, 2020: The Tax Increment Financing Plan for the Mountain View Meadows Tax Increment Financing District was adopted by the Bemidji EDA.

Redevelopment Plan for Redevelopment Project No. 1

Definitions

The terms defined below shall, for purposes of this Redevelopment Plan, have the meanings herein specified, unless the context otherwise specifically requires.

"City" means the City of Bemidji.

"City Council" means the City Council of the City of Bemidji.

"Comprehensive Plan" means the documents which contain the objectives, policies, standards and programs to guide public and private land use, development, redevelopment and preservation for all lands and water within the City.

"County" means the County of Beltrami County, Minnesota.

"EDA" means the Bemidji Economic Development Authority.

"Enabling Act" means Minnesota Statutes, 469.090 to 469.1082, as amended and supplemented from time to time.

"HRA Act" means Minnesota Statutes, Section 469.001 through 469.047.

"Land Use Regulations" means all federal, state and local laws, rules, regulations, ordinances, and plans relating to or governing the use of development of land in the City, including but not limited to environmental, zoning and building code laws and regulations.

"Project Area" means the real property within the City constituting the Redevelopment Project.

"Public Costs" means the costs set forth in the Tax Increment Financing Plan, and any other costs eligible to be financed by Tax Increments under the TIF Act, HRA Act, or EDA Act.

"Public Improvements" means the public improvements described in the Redevelopment Plan and Tax Increment Financing Plan.

"Redevelopment Project" means the property within Redevelopment Project Area No. 1, as described in the Redevelopment Plan.

"Redevelopment Plan" means this Redevelopment Plan for Redevelopment Project Area No. 1, as initially proposed, and as it shall be modified.

"State" means the State of Minnesota.

"Tax Increment Bonds" means any tax increment bonds or notes issued by the City to finance the Public Costs as stated in the Redevelopment Plan for Redevelopment Project Area No. 1 and in the Tax Increment Financing Plans, and any obligations issued to refund such bonds.

"TIF Act" means Minnesota Statutes, Sections 479.174 through 479.179, inclusive, as amended.

"Tax Increment Financing District" means any tax increment financing district presently established or to be established in the future in Redevelopment Project Area No. 1.

"Tax Increment Financing Plan" or "Plan" means the Plans adopted by the EDA or City for any Tax Increment Financing District.

Statutory Authority

The Enabling Act authorizes the EDA, upon certain public purpose findings by the EDA and City, to establish and designate development and redevelopment projects within the City and to establish, develop and administer redevelopment plans therefore to meet the needs and accomplish the public purposes specified in Statement of and Finding of Public Purpose. In accordance with the purposes set forth in the Enabling Act, the EDA and City have established the Redevelopment Project comprising the area described on the attached Exhibit A and has adopted this Redevelopment Plan.

The Tax Increment Financing Act authorizes the EDA, upon certain findings, establish and designate tax increment financing districts within the Redevelopment Project and to adopt and implement a tax increment financing plan to accomplish the Redevelopment Plan established for the Redevelopment Project.

Statement of and Finding of Public Purpose

The City and EDA finds that there is a need for development and redevelopment within the City and the Redevelopment Project to remedy blight and blighting conditions, prevent the emergence of blight, promote the health, safety and welfare of City residents, encourage related development and redevelopment in order to provide employment opportunities, and protect and improve the tax base and general economic vitality of the City and State. The City and EDA has further determined that there is a need for the EDA to take certain actions designed to encourage, ensure and facilitate development and redevelopment by the private sector of underutilized and unused land located within the corporate limits of the City

The City and EDA have found that there is a need for development and redevelopment within the City based upon the following conditions:

1. The City contains numerous parcels containing buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, and a combination of these and other factors is detrimental to the safety, health, morals or welfare of the community.
2. The City suffers from a lack of necessary streets, utilities, parking facilities and site improvements essential to preparing and making sites available for meaningful development.
3. The City requires active promotion, attraction, encouragement and development of economically sound commerce through government action for the purpose of preventing merger and continuation of blight and the occurrence of conditions requiring

redevelopment

4. The City contains vacant, unused, underused and inappropriately used land.

Therefore, the City and EDA have determined there is a need for the EDA to take certain actions and develop a program for improving Redevelopment Project Area No. 1, to provide an impetus for private development and redevelopment, to provide decent housing to residents, to maintain and increase employment, to provide infrastructure to serve citizens and employees of the City, to utilize existing land for potential development and redevelopment and to provide other facilities as are outlined in the Redevelopment Plan.

The EDA finds that: (a) the land within the Redevelopment Project would not be available for development or redevelopment without the financial aid to be sought under this Redevelopment Plan; (b) the Redevelopment Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Redevelopment Project by private enterprise; and (c) that the Redevelopment Plan conforms to the general plan for the development of the City as a whole.

Statement of Objectives

The establishment of the Redevelopment Project in the City pursuant to the Enabling Act is necessary and in the best interests of the City and its residents and is necessary to give the EDA the ability to meet certain public purpose objectives that would not be obtainable in the foreseeable future without intervention by the City in the normal development process.

The EDA intends, to the extent permitted by law, to accomplish the following objectives through the implementation of the Redevelopment Plan:

1. Promote and secure the prompt development of property in the Redevelopment Project in a manner consistent with the City's Comprehensive Plan and with minimal adverse impact on the environment, which property is less productive because of substandard conditions or blighting factors, lack of proper utilization and lack of investment, thereby promoting and securing the development of other land in the City;
2. Provide and secure the development of increased opportunities for families to reside in quality owner-occupied housing, for senior citizens to choose from housing options which offer a wide array of services without regard to income, and for residents looking for a wide range of multi-family units.
3. Prevent the emergence of, and promote redevelopment of, blighted or marginal property.
4. Promote and secure additional employment opportunities within the Redevelopment Project and the City for residents of the City and the surrounding area, thereby improving living standards and preventing unemployment and the loss of skilled and unskilled labor and other human resources in the City.
5. Encourage the expansion and improvement of local business, economic activity and development, whenever possible.

6. Promote the development of adequate public facilities necessary to serve the area within the Redevelopment Project and the City as whole.
7. Construct, acquire or finance any public facilities, including sanitary sewer, water, storm drainage, roads, interchanges, transit facilities and recreational facilities, deemed necessary and desirable for the development or redevelopment of the Redevelopment Project.
8. Assist in development or redevelopment through provision of public services, environmental remediation, demolition and relocation, soil and terrain corrections or site improvements, or land acquisition, all in cases deemed appropriate by the EDA.
9. Create a desirable and unique character within the Redevelopment Project through quality land use alternatives and design quality in new buildings.
10. Secure the increase in value of property subject to taxation by the City, School Districts, County and any other taxing jurisdictions in order to better enable such entities to pay for public improvements and governmental services and programs required to be provided by them;
11. Employ any powers of the EDA under the HRA Act for the benefit of the Redevelopment Project in such cases and upon such terms as the EDA may deem appropriate.

Statement of Public Facilities and Costs to be Financed

The EDA will perform or cause to be performed, to the extent permitted by law, all project activities pursuant to the Enabling Act, the Tax Increment Financing Act and other applicable State laws, and in doing so anticipates that the following may, but are not required, to be undertaken by the EDA:

- (a) The making of studies, planning, and other formal and informal activities relating to the Redevelopment Plan.
- (b) The implementation and administration of the Redevelopment Plan.
- (c) The re-zoning of land within the City.
- (d) The acquisition of property, or interests in property, by purchase or condemnation, which acquisition is consistent with the objectives of the Redevelopment Plan.
- (e) The preparation of property for use and development in accordance with applicable Land Use Regulations and any development agreements, including demolition of structures, clearance of sites, placement of fill and grading.
- (f) The resale of property to private parties.
- (g) The construction or reconstruction of facilities to own and lease as described in the Tax Increment Financing Plans.

- (h) The issuance of Tax Increment Bonds to finance the Public Costs of the Redevelopment Plan, and the use of Tax Increments or other funds available to the City to pay or finance the Public Costs of the Redevelopment Plan incurred or to be incurred by it pursuant to the Development Agreement.
- (i) The use of Tax Increments to pay debt service on the Tax Increment Bonds or otherwise pay or reimburse with interest the Public Costs of the Redevelopment Plan

Funding of Developments and Redevelopments

It is anticipated that the Public Costs of the Redevelopment Plan will be paid from proceeds of Tax Increment Bonds. The EDA reserves the right to utilize other available sources of revenue, including but not limited to special assessments and user charges, which the EDA may apply to pay a portion of the Public Costs.

Environmental Controls

All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental controls and all applicable Land Use regulations.

Proposed Reuse of Property

The Redevelopment Plan contemplates that the EDA or City may acquire property and reconvey the same to another entity. Prior to formal consideration of the acquisition of any property, the EDA or City will require the execution of a binding development agreement with respect thereto and evidence that Tax Increments or other funds will be available to repay the Public Costs associated with the proposed acquisition. It is the intent of the EDA and City to negotiate the acquisition of property whenever possible. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any development agreement to which the EDA is a party.

Open Space to be Created

Any open space within the Redevelopment Project will be created in accordance with the zoning and ordinances of the City.

Administration and Maintenance of Redevelopment Project No. 1

Maintenance and operation of the Redevelopment Project will be the responsibility of the City Administrator. Each year, the administrator of the Redevelopment Project will submit to the City Council the maintenance and operation budget for the following year.

The administrator of the Redevelopment Project will administer the Redevelopment Project pursuant to the provision of the Enabling Act; provided, however, that such powers may only be exercised at the direction of the EDA. No action taken by the administrator of the Redevelopment Project pursuant to the above-mentioned powers shall be effective without authorization by the EDA.

Rehabilitation

Owners of properties within the Redevelopment Project may be encouraged to rehabilitate their properties to conform with the applicable state and local codes and ordinances, as well as any design standards. Persons who purchase property within the Redevelopment Project from the City may be required to rehabilitate their properties as a condition of sale of land. The City may provide such rehabilitation assistance as may be available from federal, state or local sources.

Relocation

Any person or business that is displaced as a result of the Redevelopment Plan will be relocated in accordance with Minnesota Statutes, Section 117.50 to 117.56. The EDA accepts its responsibility for providing for relocation assistance pursuant to the Enabling Act.

Property Acquisition

The EDA or City intends to acquire such property, or appropriate interest therein, within the Project Area as the EDA or City may deem to be necessary or desirable to assist in the implementation of the Redevelopment Plan.

Modification of the Redevelopment Plan and/or Redevelopment Project No. 1

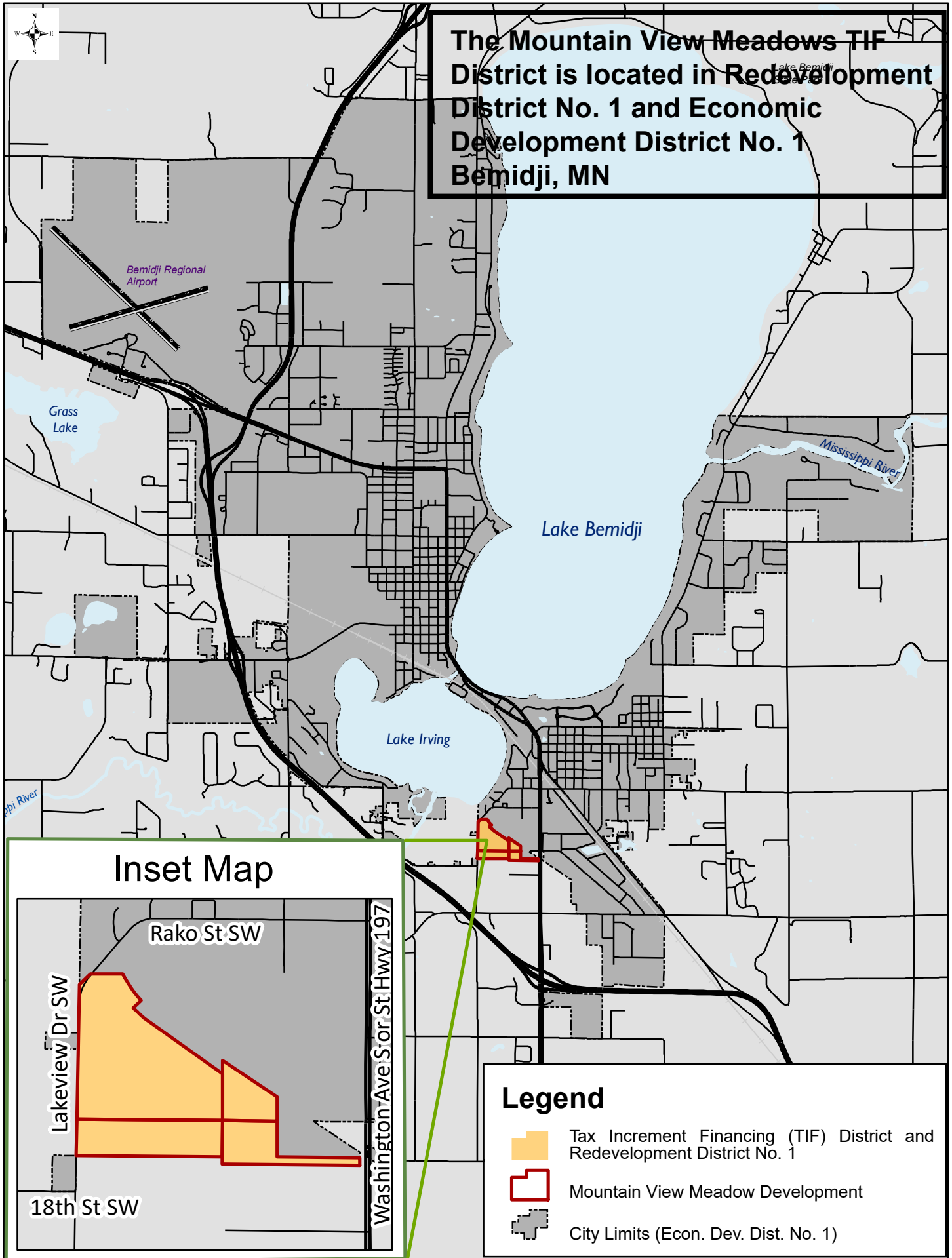
The City and EDA reserves the right to alter and amend the Redevelopment Plan and the Tax Increment Financing Plans, subject to the provisions of state law regulating such action. The EDA specifically reserves the right to enlarge or reduce the size of the Project Area and the Tax Increment Financing District, the Redevelopment Plan, the Public Costs and the amount of Tax Increment Bonds to be issued to finance such cost by following the procedures specified in Minnesota Statutes, Section 469.175, subdivision 4.

Description of Boundaries of Redevelopment Project Area No. 1

The boundaries of the Redevelopment Project shall be coterminous with the corporate boundaries of the City of Bemidji.

Appendix A: Map of Redevelopment Project Area No. 1

Mountain View Meadows TIF District





MODIFICATION TO THE DEVELOPMENT PROGRAM

Economic Development District No. 1

- AND -

TAX INCREMENT FINANCING PLAN

Establishment of the Mountain View Meadows TIF District
(a housing district)

Bemidji Economic Development Authority
City of Bemidji, Beltrami County, Minnesota

Public Hearing: September 8, 2020

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Modification to the Development Program for Economic Development District No. 1

Foreword

The following text represents a Modification to the Development Program for Economic Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Economic Development District No. 1. Generally, the substantive changes include expanding the boundaries of Economic Development District No. 1 to incorporate annexations to the City and the establishment of the Mountain View Meadows TIF District.

The boundaries of Economic Development District No. 1 are being expanded to be contiguous with the City of Bemidji's corporate City limits.

For further information, a review of the Development Program for Economic Development District No. 1, is recommended. It is available from the City Manager at the City of Bemidji. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within Economic Development District No. 1.

Tax Increment Financing Plan for the Mountain View Meadows TIF District

Foreword

The Bemidji Economic Development Authority (the "EDA"), the City of Bemidji, staff and consultants have prepared the following information to expedite the establishment of the Mountain View Meadows Tax Increment Financing District (the "District"), a housing tax increment financing district, located in Economic Development District No. 1 and Redevelopment Project Area No. 1.

Statutory Authority

Within the City there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the EDA has certain statutory powers pursuant to *Minnesota Statutes ("M.S.")*, Sections 469.090 - 469.1082, inclusive, as amended, and *M.S.*, Sections 469.174 to 469.1794, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Economic Development District No. 1 and the Redevelopment Plan for Redevelopment Project Area No. 1.

Statement of Objectives

The District currently consists of four parcels of land and adjacent and internal rights-of-way. The District is being created to facilitate the development of a multi-phase housing development in the City. The development is anticipated to occur over three phases and include a mix of owner-occupied and rental housing along with a small commercial development. The EDA has not entered into an agreement at the time of preparation of this TIF Plan, but it is anticipated that the EDA will enter into an agreement with Puddle Duck Properties. Development is anticipated to begin in the fall of 2020. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Economic Development District No. 1 and the Redevelopment Plan for Redevelopment Project Area No. 1.

The activities contemplated in the modification to the Development Program, the Redevelopment Plan and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Economic Development District No. 1, Redevelopment Plan for Redevelopment Project Area No. 1, and the District.

Development Program Overview

Pursuant to the Development Program, Redevelopment Plan and authorizing state statutes, the EDA is authorized to undertake the following activities in the District:

1. Property to be Acquired - Selected property located within the District may be

acquired by the EDA and is further described in this TIF Plan.

2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the EDA may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The EDA may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

Description of Property in the District and Property to be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

Parcel numbers	Address	Owner
R80.00426.00	Unassigned	Puddle Duck Properties
R80.00421.00	Unassigned	Puddle Duck Properties
R80.05221.00	Unassigned	Puddle Duck Properties
R80.05222.00	Unassigned	Puddle Duck Properties

Please also see the map in Appendix A for further information on the location of the District.

The EDA may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the EDA only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The EDA may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

Classification of the District

The EDA, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is a housing district pursuant to *M.S., Section 469.174, Subd. 11 and M.S., Section 469.1761*.

- The District consists of four parcels
- The development will include approximately 85 units of single-family housing
- 95% of the owner-occupied units will be occupied by families of 2 or less with incomes at or below 100% of the area median income (AMI) or 115% of AMI for families with 3 or more persons
- The development will include approximately of 111 units of multi-family rental housing

- 20% of the rental units will be occupied by person with incomes less than 50% of median income
- No more than 20% of the square footage of the building that is receiving assistance from tax increment consists of commercial, retail or other non-residential uses.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the EDA (a total of 26 years of tax increment). The EDA elects to receive the first tax increment in 2024, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2049, or when the TIF Plan is satisfied. The EDA reserves the right to decertify the District prior to the legally required date.

Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2020 for taxes payable 2021.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2022) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured, and no tax increment will be payable to the EDA.

The original local tax rate for the District will be the local tax rate for taxes payable 2021, assuming the request for certification is made before June 30, 2021. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Economic Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The EDA requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2024. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Project estimated Tax Capacity upon completion	653,299	
Original estimated Net Tax Capacity	2,177	
Fiscal Disparities	0	
Estimated Captured Tax Capacity	651,122	
Original Local Tax Rate	132.9740%	Pay 2020
Estimated Annual Tax Increment	\$865,823	
Percent Retained by the City	100%	

Note: Tax capacity includes a 1.5% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 25 after completion of three phases of development. The tax capacity of the District in year one is estimated to be \$104,039.

Pursuant to *M.S., Section 469.177, Subd. 4*, the EDA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The EDA has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

Sources of Revenue/Bonds to be Issued

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	\$ 16,392,367
Interest	1,639,237
TOTAL	\$ 18,031,604

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The EDA reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-

you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the EDA to incur debt. The EDA will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The EDA may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$11,024,856. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Uses of Funds

Currently under consideration for the District is a proposal to facilitate the development of a multi-phase housing development including a mix of owner occupied and rental housing. The EDA has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described.

The EDA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	\$ 500,000
Site Improvements/Preparation	4,000,000
Affordable Housing	2,000,000
Utilities	2,000,000
Other Qualifying Improvements	908,614
Administrative Costs (up to 10%)	1,639,237
PROJECT COSTS TOTAL	\$ 11,047,851
Interest	6,983,753
PROJECT AND INTEREST COSTS TOTAL	\$ 18,031,604

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to this TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The EDA may expend funds for qualified housing activities outside of the District boundaries.

Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated

by the TIF Plan would occur without the creation of the District. However, the EDA has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	2019/Pay 2020 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Beltrami County	38,992,131	651,122	1.6699%
City of Bemidji	12,247,129	651,122	5.3165%
ISD No. 31	37,559,436	651,122	1.7336%

Impact on Tax Rates				
Entity	Pay 2020 Extension Rate	Percent of Total	CTC	Potential Taxes
Beltrami County	64.2450%	48.31%	651,122	\$ 418,313
City of Bemidji	50.3830%	37.89%	651,122	328,055
ISD No. 31	16.6490%	12.52%	651,122	108,405
Other	1.6970%	1.28%	651,122	11,050
	132.9740%	100.00%		\$ 865,823

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2019 rate. The total net capacity for the entities listed above are based on Pay 2019 figures. The District will be certified under the Pay 2021 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$16,392,367;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. Based on an analysis of similar housing developments in other areas of the City, this development has the potential to generate approximately 450 calls for service. Four hundred and fifty calls for service is the equivalent of .5 FTE for a patrol officer. The 2021 LELS patrol office union starting pay scale is \$58,899.00 annually plus benefits. In addition, if a .5 FTE is needed for this development, the City can anticipate a squad car will be needed costing approximately \$50,000. The car is anticipated to last a life span of 5 years; therefore, the estimated impact is \$10,000/year for 1 FTE or

\$5,000/year for .5 FTE

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Any additional capital costs will be paid with tax increment or by the developer. Based on the development plans, additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks is estimated at \$30,000. The development in the District is expected to contribute an estimated \$250,000 in sanitary sewer (SAC) and water (WAC) connection fees.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$2,052,405;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$7,919,801;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

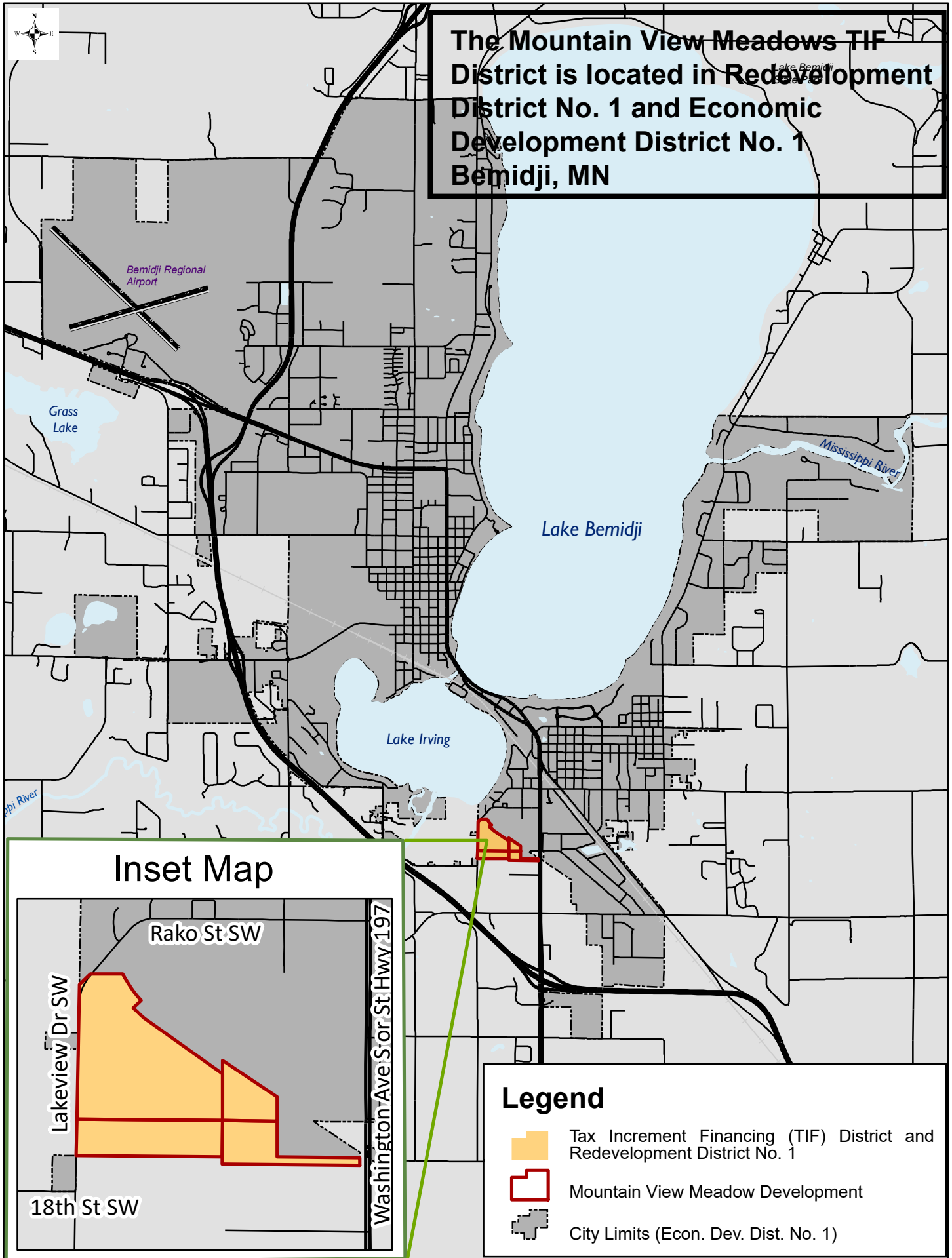
- (i) In making said determination, reliance has been placed upon (1) written representation made by the developer to such effects; and (2) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the city council resolution approving the establishment of the TIF District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

Administration of the District

Administration of the District will be handled by the City Manager.

**Appendix A: Map of Economic Development District No. 1,
Redevelopment Project Area No. 1 and the TIF District**

Mountain View Meadows TIF District



Appendix B: Estimated Cash Flow for the District



Mountain View Meadows - 1.5% Inflation

City of Bemidji, MN

Multi-phase Mixed-use Development

ASSUMPTIONS AND RATES

District Type:	Housing	
District Name/Number:	Mountain View Meadows	
County District #:	TBD	
First Year Construction or Inflation on Value	2022	
Existing District - Specify No. Years Remaining		
Inflation Rate - Every Year:	1.50%	
Interest Rate:	4.25%	
Present Value Date:	1-Aug-23	
First Period Ending	1-Feb-24	
Tax Year District was Certified:	Pay 2021	
Cashflow Assumes First Tax Increment For Development:	2024	
Years of Tax Increment	26	
Assumes Last Year of Tax Increment	2049	
Fiscal Disparities Election (Outside (A), Inside (B), or NA):	NA	
Incremental or Total Fiscal Disparities	NA	
Fiscal Disparities Contribution Ratio	NA	
Fiscal Disparities Metro-Wide Tax Rate	NA	
Maximum/Frozen Local Tax Rate:	132.974%	Pay 2020
Current Local Tax Rate: (Use lesser of Current or Max.)	132.974%	Pay 2020
State-wide Tax Rate (Comm./Ind. only used for total taxes	38.8460%	Pay 2020
Market Value Tax Rate (Used for total taxes)	0.15423%	Pay 2020

Tax Rates	
Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	1.50%
First	2.00%
Over	2.00%
Commercial Industrial Class Rate (C/I)	1.25%
Rental Housing Class Rate (Rental)	0.75%
Affordable Rental Housing Class Rate (Aff. Rental)	0.25%
First	1.00%
Over	1.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	1.00%
First	1.25%
Over	1.00%
Homestead Residential Class Rate (Hmstd. Res.)	1.25%
First	1.00%
Over	1.00%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)												
PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Tax Year		Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.
							Original Market Value	Market Value				
R80.00426.00	Puddle Duck Properties		18,200	0	18,200	100%	18,200	Pay 2021	Non-H Res. 1 Unit	182	C/I Pref.	273
R80.00421.00	Puddle Duck Properties		106,400	0	106,400	100%	106,400	Pay 2021	Non-H Res. 1 Unit	1,064	Rental	1,330
R80.05221.00	Puddle Duck Properties		20,000	0	20,000	100%	20,000	Pay 2021	Non-H Res. 1 Unit	200	Hmstd. Res.	200
R80.05222.00	Puddle Duck Properties		37,400	0	37,400	100%	37,400	Pay 2021	Non-H Res. 1 Unit	374	Hmstd. Res.	374
							182,000			1,820		2,177

Note:
 1. Base values are for pay 2020 based upon review of County website on July 23, 2020.
 2. Located in SD #31.



Mountain View Meadows - 1.5% Inflation

City of Bemidji, MN
Multi-phase Mixed-use Development

PROJECT INFORMATION (Project Tax Capacity)														
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Market Value	Property Tax Class	Project Tax Capacity	Project Capacity	Project Tax Capacity/Unit	Percentage Completed 2022	Percentage Completed 2023	Percentage Completed 2024	Percentage Completed 2025	First Year Full Taxes Payable
1	Single Family	240,000	224,360	33	7,403,880	Hmstd. Res.	74,039	74,039	2,244	100%	100%	100%	100%	2024
	Multi-family	200,000	200,000	12	2,400,000	Rental	30,000	30,000	2,500	100%	100%	100%	100%	2024
2	Single Family	240,000	224,360	12	2,692,320	Hmstd. Res.	26,923	26,923	2,244	0%	0%	0%	0%	2027
	Multi-family	150,000	150,000	55	8,250,000	Rental	103,125	103,125	1,875	0%	0%	0%	0%	2027
3	Single Family	240,000	224,360	40	8,974,400	Hmstd. Res.	89,744	89,744	2,244	0%	0%	0%	0%	2030
	Multi-family	200,000	200,000	44	8,800,000	Rental	110,000	110,000	2,500	0%	0%	0%	0%	2030
3	Commercial	1,500,000	1,500,000	1	1,500,000	C/I Pref.	29,250	29,250	29,250	0%	0%	0%	0%	2030
	Commercial	1,500,000	1,500,000	1	1,500,000	C/I Pref.	29,250	29,250	29,250	0%	0%	0%	0%	2030
TOTAL					41,520,600		492,331	492,331						
Subtotal Residential				196	38,520,600		433,831	433,831						
Subtotal Commercial/Ind.				2	3,000,000		58,500	58,500						

Note:

1. Market values are based upon estimates provided by the Developer.

TAX CALCULATIONS										
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value	Market Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Multi-family	30,000	0	30,000	39,892	0	0	3,703	43,595	3,652.93	
Single Family	26,923	0	26,923	35,801	0	0	4,154	39,955	3,329.57	
Multi-family	103,125	0	103,125	137,129	0	0	12,729	149,858	2,724.70	
Single Family	89,744	0	89,744	119,336	0	0	13,847	133,183	3,329.57	
Multi-family	110,000	0	110,000	146,271	0	0	13,578	159,849	3,652.93	
Commercial	29,250	0	29,250	38,895	0	10,780	2,314	51,989		
Commercial	29,250	0	29,250	38,895	0	10,780	2,314	51,989		
TOTAL	492,331	0	492,331	654,672	0	21,560	64,062	740,294		

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	740,294
less State-wide Taxes	(21,560)
less Fiscal Disp. Adj.	0
less Market Value Taxes	(64,062)
less Base Value Taxes	(2,895)
Annual Gross TIF	651,777



Mountain View Meadows - 1.5% Inflation

City of Bemidji, MN

Multi-phase Mixed-use Development

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities NA	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	104,039	(2,177)	-	101,862	132.974%	135,450	67,725	(244)	(6,748)	60,733	58,232	0.5	2024	02/01/24
100%	105,599	(2,177)	-	103,422	132.974%	137,525	67,725	(244)	(6,748)	60,733	115,252	1	2024	02/01/25
100%	107,183	(2,177)	-	105,006	132.974%	139,631	68,762	(248)	(6,851)	61,663	171,941	1.5	2025	08/01/25
100%	238,839	(2,177)	-	236,662	132.974%	314,699	69,816	(251)	(6,956)	62,608	227,450	2	2025	02/01/26
100%	242,422	(2,177)	-	240,245	132.974%	319,463	69,816	(251)	(6,956)	62,608	282,637	2.5	2026	08/01/26
100%	246,058	(2,177)	-	243,881	132.974%	324,299	69,816	(251)	(6,956)	62,608	356,676	3	2026	02/01/27
100%	492,331	(2,177)	-	490,154	132.974%	651,777	157,350	(566)	(15,678)	141,105	455,933	3.5	2027	08/01/27
100%	499,716	(2,177)	-	497,539	132.974%	661,597	157,350	(566)	(15,678)	141,105	572,709	4	2027	02/01/28
100%	507,212	(2,177)	-	505,035	132.974%	671,565	159,732	(575)	(15,916)	143,241	688,786	4.5	2028	08/01/28
100%	514,820	(2,177)	-	512,643	132.974%	681,682	162,149	(584)	(16,157)	145,409	802,448	5	2028	02/01/29
100%	522,542	(2,177)	-	520,365	132.974%	691,950	162,149	(584)	(16,157)	145,409	915,430	5.5	2029	08/01/29
100%	530,380	(2,177)	-	528,203	132.974%	702,373	325,889	(1,173)	(32,472)	292,244	1,026,060	6	2029	02/01/30
100%	538,336	(2,177)	-	536,159	132.974%	712,952	325,889	(1,173)	(32,472)	292,244	1,243,779	6.5	2030	08/01/30
100%	546,411	(2,177)	-	544,234	132.974%	723,690	330,799	(1,191)	(32,961)	296,647	1,456,968	7	2030	02/01/31
100%	554,607	(2,177)	-	552,430	132.974%	734,589	330,799	(1,191)	(32,961)	296,647	1,668,866	7.5	2031	08/01/31
100%	562,926	(2,177)	-	560,749	132.974%	745,651	335,782	(1,209)	(33,457)	301,116	1,876,355	8	2031	02/01/32
100%	571,370	(2,177)	-	569,193	132.974%	756,879	335,782	(1,209)	(33,457)	301,116	2,082,587	8.5	2032	08/01/32
100%	579,941	(2,177)	-	577,764	132.974%	768,276	340,841	(1,227)	(33,961)	305,652	2,284,528	9	2032	02/01/33
100%	588,640	(2,177)	-	586,463	132.974%	779,843	340,841	(1,227)	(33,961)	305,652	2,485,247	9.5	2033	08/01/33
100%	597,469	(2,177)	-	595,292	132.974%	791,584	345,975	(1,246)	(34,473)	310,257	2,681,788	10	2033	02/01/34
100%	606,432	(2,177)	-	604,255	132.974%	803,501	345,975	(1,246)	(34,473)	310,257	2,877,139	10.5	2034	08/01/34
100%	615,528	(2,177)	-	613,351	132.974%	815,597	351,187	(1,264)	(34,992)	314,930	3,068,425	11	2034	02/01/35
100%	624,761	(2,177)	-	622,584	132.974%	827,875	351,187	(1,264)	(34,992)	314,930	3,258,553	11.5	2035	08/01/35
100%	634,132	(2,177)	-	631,955	132.974%	840,336	356,476	(1,283)	(35,519)	319,673	3,444,724	12	2035	02/01/36
100%	643,644	(2,177)	-	641,467	132.974%	852,985	356,476	(1,283)	(35,519)	319,673	3,629,767	12.5	2036	08/01/36
100%	653,299	(2,177)	-	651,122	132.974%	865,823	361,845	(1,303)	(36,054)	324,488	3,810,959	13	2036	02/01/37
							361,845	(1,303)	(36,054)	324,488	4,002,000	13.5	2037	08/01/37
							367,294	(1,322)	(36,597)	329,375	4,187,131	14	2037	02/01/38
							372,825	(1,342)	(37,148)	334,335	4,371,262	14.5	2038	08/01/38
							372,825	(1,342)	(37,148)	334,335	4,564,593	15	2038	02/01/39
							378,439	(1,362)	(37,708)	339,369	4,762,924	15.5	2039	08/01/39
							378,439	(1,362)	(37,708)	339,369	4,967,283	16	2039	02/01/40
							384,138	(1,383)	(38,275)	344,479	5,178,752	16.5	2040	08/01/40
							384,138	(1,383)	(38,275)	344,479	5,394,221	17	2040	02/01/41
							389,922	(1,404)	(38,852)	349,666	5,615,790	17.5	2041	08/01/41
							389,922	(1,404)	(38,852)	349,666	5,842,449	18	2041	02/01/42
							395,792	(1,425)	(39,437)	354,931	6,075,386	18.5	2042	08/01/42
							395,792	(1,425)	(39,437)	354,931	6,313,323	19	2042	02/01/43
							401,751	(1,446)	(40,030)	360,274	6,556,358	19.5	2043	08/01/43
							401,751	(1,446)	(40,030)	360,274	6,804,632	20	2043	02/01/44
							407,799	(1,468)	(40,633)	365,698	7,058,065	20.5	2044	08/01/44
							407,799	(1,468)	(40,633)	365,698	7,316,757	21	2044	02/01/45
							413,937	(1,490)	(41,245)	371,202	7,580,052	21.5	2045	08/01/45
							413,937	(1,490)	(41,245)	371,202	7,848,297	22	2045	02/01/46
							420,168	(1,513)	(41,866)	376,790	8,121,592	22.5	2046	08/01/46
							420,168	(1,513)	(41,866)	376,790	8,400,384	23	2046	02/01/47
							426,492	(1,535)	(42,496)	382,461	8,684,879	23.5	2047	08/01/47
							426,492	(1,535)	(42,496)	382,461	8,974,375	24	2047	02/01/48
							432,911	(1,558)	(43,135)	388,218	9,270,770	24.5	2048	08/01/48
							432,911	(1,558)	(43,135)	388,218	9,573,088	25	2048	02/01/49
							432,911	(1,558)	(43,135)	388,218	9,881,303	25.5	2049	08/01/49
							432,911	(1,558)	(43,135)	388,218	10,194,506	26	2049	02/01/50
Total							16,451,593	(59,226)	(1,639,237)	14,753,130				
							8,663,831	(31,190)	(863,264)	7,769,378				

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Mountain View Meadows TIF District, as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that Mountain View Meadows TIF District is a housing district as defined in M.S., Section 469.174, Subd. 11.*

Mountain View Meadows TIF District consists of four parcels. The development will consist of a multi-phase housing development including a mix of owner occupied and rental housing, all or a portion of which will receive tax increment assistance and will meet income restrictions described in *M.S. 469.1761*. At least 20 percent of the rental housing units receiving assistance will have incomes at or below 50 percent of area median income. In addition, at least 95 percent of the owner-occupied units will be occupied by families of 2 or less with incomes at or below 100% of the area median income (AMI) or 115% of AMI for families with 3 or more persons.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is a housing district that meets the City's objectives for development and redevelopment. The cost of site and public improvements and utilities makes this housing development infeasible without City assistance. Due to decreased rental income and sale prices from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the project and makes this housing development feasible only through assistance, in part, from tax increment financing. The developer was asked for and provided a letter and a proforma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: This finding is justified on the grounds that the cost of site and public improvements, utilities and construction of affordable housing add to the total development cost. Historically, the costs of site and public improvements as well as reduced rents and sale prices required for affordable, workforce housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for Mountain View Meadows TIF District conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Mountain View Meadows TIF District will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Economic Development District No. 1 by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY
OF BEMIDJI, MINNESOTA

HELD: September 8, 2020

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was duly called and held at City Hall in said City on September 8, 2020, at 6:00 p.m.

The following members of the Council were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

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

WHEREAS:

A. It has been proposed that the City of Bemidji, Minnesota (the "City"): (a) establish Redevelopment Project Area No. 1 (the "Project Area"), and enlarge Economic Development District No. 1; (b) modify the Development Program for Economic Development District No. 1 (the "Development Program"); (c) adopt a Redevelopment Plan for the Project Area; (d) establish the Mountain View Meadows Tax Increment Financing District therein (the "TIF District"); and (e) approve and adopt the proposed Tax Increment Financing Plan therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); and

B. The City and the Authority have heretofore established Economic Development District No. 1, and adopted a Development Program therefor, and desire to expand the boundaries thereof to incorporate annexations of land to the City subsequent to the establishment of Economic Development District No. 1.

C. The City Council has investigated the facts and has caused to be prepared a redevelopment plan for the establishment of the Project Area (the "Redevelopment Plan"), and has caused to be prepared a proposed joint modification of the Development Program and tax increment financing plan for the TIF District therein (the "TIF Plan"); and

D. The City has performed all actions required by law to be performed prior to the enlargement and modification of the Economic Development District No. 1 and the Development Program therefor, the approval of the establishment of the Project Area and the establishment of the TIF District therein, and the adoption of the Redevelopment Plan and TIF Plan therefor, including, but not limited to, a review of the proposed Redevelopment Plan and the TIF Plan by the Greater Bemidji Area Joint Planning Board and the Economic Development Authority in and for the City of Bemidji (the "Authority"), notification of Beltrami County and Independent School District No. 31 having taxing jurisdiction over the property to be included in the TIF District and the holding of a public hearing upon published and mailed notice as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bemidji as follows:

1. Findings for the Establishment of the Project Area and Adoption of the Redevelopment Plan.

(a) There is hereby established in the City Redevelopment Project Area No. 1, the initial boundaries of which are fixed and determined as described in the Redevelopment Plan.

(b) The Redevelopment Plan is adopted as the redevelopment plan for the Project Area, and the City Council makes the following findings:

(i) The City Council hereby finds that the land in the Project Area would not be made available for development and redevelopment without the financial aid to be sought.

(ii) The City Council further finds that the Redevelopment Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the development and redevelopment of the Project Area and adjacent areas by private enterprise;

(iii) The City Council further finds that the Redevelopment Plan conforms to the general plan for the development or redevelopment of the City as a whole, and the anticipated development is in furtherance of long range plans of the City for that area; and

(c) The Redevelopment Plan for the establishment of the Project Area, a copy of which is on file in the office of the Executive Director of the Authority, is adopted as the redevelopment plan for the Project Area.

2. Findings for the Establishment of the TIF District and Adoption of the TIF Plan.

(a) There is hereby established in the City within the Project Area, the TIF District, a housing tax increment financing district, the initial boundaries of which are fixed and determined as described in the TIF Plan.

(b) The TIF Plan is adopted as the tax increment financing plan for the TIF District, and the City Council makes the following findings:

- (i) The TIF District is a housing district as defined in Minnesota Statutes, Section 469.174, Subd. 11, the specific basis for such determination is set forth in Appendix C of the TIF Plan.
- (ii) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. The reasons for such determination are set forth in Appendix C of the TIF Plan.
- (iii) The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are set forth in Appendix C of the TIF Plan.
- (iv) The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City as a whole. The reasons for supporting this finding are set forth in Appendix C of the TIF Plan.
- (v) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Project Area by private enterprise. The reasons supporting this finding are set forth in Appendix C of the TIF Plan.
- (vi) Appendix C of the TIF Plan is incorporated herein by reference.

(c) The TIF Plan for the establishment of the TIF District, a copy of which is on file in the office of the Executive Director of the Authority, is adopted as the tax increment financing plan for the TIF District.

3. Approval of the Enlargement and Modification of Economic Development District No. 1 and the Development Program therefor. The City hereby approves the modification of the Development Program and enlargement of Economic Development District No. 1, as provided in the TIF Plan.

4. Public Purpose. The adoption of the Redevelopment Plan for the Project Area, and the adoption of the TIF Plan for the TIF District conform in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities, to help prevent the emergence of blight, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

5. Certification. The Beltrami County Auditor is requested to certify the original net tax capacity of the TIF District as described in the TIF Plan, and to certify in each year thereafter

the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the Executive Director of the Authority is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The Executive Director of the Authority is further authorized and directed to file a copy of the Redevelopment Plan and TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF BELTRAMI
CITY OF BEMIDJI

I, the undersigned, being the duly qualified and acting City Clerk of the City of Bemidji, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the modification and enlargement of Economic Development District No. 1 and the Development Program therefor, establishment of Redevelopment Project Area No. 1 and approving the Redevelopment Plan therefor; and the establishment of the Mountain View Meadows Tax Increment Financing District and approving the Tax Increment Financing Plan therefor.

WITNESS my hand this ____ day of September, 2020.

City Clerk

Sanford Center Unpaid Bills Detail

	Reference	Invoice Amount
Athletica Sports Systems		1,691.51
	Ice Paint	1,691.51
Battery Wholesale Inc.		241.00
	Backup generator batteries	99.25
	Backup generator batteries	141.75
Bemidji Welders Supply, Inc.		230.31
	Propane	230.31
Dakota Supply Group		268.81
	Fuses	268.81
G&R Controls, Inc.		7,231.00
	Preventative Maint. Services	7,231.00
I AVM		495.00
	I AVM Dues - Tiffany Vickaryous	495.00
Ottertail Power Company		10,754.35
	Utilities	10,754.35
Paul Bunyan Communications		1,047.41
	Telephone	1,047.41
Probitas Promotions LLC		2,412.83
	Sanitizer Stands & Gel	2,412.83
VenuWorks, Inc.		9,562.53
	August Management Fee	8,244.57
	Reimburse Credit Card Charges*	87.96
	Office 365 Licenses	1,230.00
Waste Management of WI -MN		269.20
	Trash Services	269.20
Manual Checks & Debits		4,693.06
BridgePay	Credit Card Fees	19.95
NovaTime	Timeclock	68.40
City of Bemidji	Utilities	1,381.38
Constellation NewEnergy-Gas Divisi	Utilities	642.21
Marco Technologies LLC	Copier Lease	976.34
Minnesota Department of Revenue	Sales Tax Remittance	155.00
NovaTime Technologies	Timeclock	68.40
City of Bemidji	Utilities	1,381.38
Total		38,897.01

*Credit Card Charges

Administration	87.96
Total	87.96

Reviewed by Sanford Center Finance Subcommittee on 9/2/20

COUNCIL AGENDA ITEM



Meeting Date: September 8, 2020

Action Requested: Approve Preliminary 2021 Tax Levy

Prepared By: Ron Eischens, Finance Director *Ron*

Reviewed By: Nate Mathews, City Manager *Nate*

Based on the August 24th work session, the 2021 preliminary levy is proposed to increase \$397,200, or 6.5%, resulting in a total of \$6,517,521. This increase does not mean City property taxes go up 6.5%. If your property value remains the same, city taxes should not change because the value of new construction and Phase III annexation offset the levy increase. The Council has the ability to reduce the levy at the December 21st meeting when the final 2021 levy is determined.

As the attached resolution indicates, the levy is allocated to several areas including general fund, Sanford Center Capital replacement, street improvements and debt service.

Highlights of changes for the General Fund budget include:

- **Revenue**
 - \$266,000 Levy reallocations
 - \$ 97,000 LGA increase
 - \$ 76,000 Rural Fire Contributions
 - \$ 50,000 Refuse Profits
- **Expenses**
 - \$ 498,000 personnel
 - \$ 86,000 Phase III Annexation revenue sharing payment
 - \$ 55,000 Northern fire station lease payment

Recommendation:

Approve resolution establishing the preliminary 2020 tax levy collectible in 2021 of \$6,517,521 and authorize certification to the County Auditor. In addition, the resolution sets the Truth in Taxation date for December 7, 2020 at approximately 6:00 pm.

RESOLUTION NO.

A RESOLUTION APPROVING PRELIMINARY 2020 TAX LEVY COLLECTIBLE IN 2021 AND SETTING THE TRUTH IN TAXATION HEARING DATE

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEMIDJI, COUNTY OF BELTRAMI, MINNESOTA, that the following sums of money be levied for the current year, collectible in 2021, upon the taxable property in the said City of Bemidji, for the following purposes:

General Fund	\$5,511,789
Sanford Center Capital Replacement	30,000
Street Improvements	385,000
South Shore Land Bonds	323,677
2007 G.O. Bonds Public Works Facility	<u>267,055</u>
Total All Levies	\$6,517,521

BE IT FURTHER RESOLVED that the Bemidji City Council set the Truth in Taxation public hearing date on Monday, December 7, 2020 at 6:00 p.m.

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Beltrami County, Minnesota.

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: September 8, 2020

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 Resolution No. _____ duly passed, adopted and approved by the City Council of said City on September 8, 2020.

(Notary)

City Clerk

COUNCIL AGENDA ITEM

Meeting Date: September 8, 2020
Action Requested: Approve CARES Act Funding
Prepared By: Ron Eischens, Finance Director *Ron*
Reviewed By: Nate Mathews, City Manager

On August 10, 2020, the City received \$1,164,911 in CARES Act Relief Funding. Summarized information is presented in the table below with more detailed information presented later for each allocation. The CARES Act requires payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. Are necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID19) public health emergency;
2. Were not accounted for in the budget most recently approved as of March 27, 2020;
3. Were or will be incurred during the period from March 1, 2020 and ending on November 15, 2020

CITY OF BEMIDJI CARES Relief Fund 7/31/2020		
	Amount Received	<u>\$ 1,164,911</u>
MN Reporting Type	Description	Amount
Public Health	PPE/Supplies	49,052
Payroll Expenses	Police	546,051
Payroll Expenses	Fire - (58% City Share)	12,790
Payroll Expenses	Admin personnel duties impacted	183,119
	TOTAL	<u>791,012</u>
	Balance Remaining	373,899

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

- 1) **\$49,052 - 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) **\$546,051 – Police Public Safety payroll expenses (30%)**
\$ 12,790 – Fire Public Safety payroll expenses (5% of City funded portion)

Police Chief/Captain/Sergeants/Patrol officer time for hours from March 1 to July 31. 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) **\$183,119 – 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 COVID19 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 incurred from March 1, 2020 to July 31, 2020. Remaining balance to be allocated in a similar fashion for additional personal protective gear, including police department breathing apparatus and staff time.



City Manager's Office

TO: Honorable Mayor Albrecht and City Councilmembers
FROM: Nate Mathews, City Manager *Nate*
DATE: September 3, 2020
RE: RR Corridor Land lease discussion

The City purchased the Rail Road Corridor in 2003 and assumed all the Railroad land leases that were in place. Over the past few years, the City of Bemidji as Lessor has held discussions with the various lessees in the Former Soo Line Rail Corridor regarding our intentions to redevelop the Rail Road Corridor, including with Lessee, Mike and Edith Flaherty, the proprietor of the business known as Fade Masters Barbershop. Last year we completed a thorough environmental, cultural, legal, and engineering study with the St. Paul Port Authority and applied (unsuccessfully) for a Redevelopment Grant. Currently we are weighing submitting a Contamination Cleanup Grant due in the November grant round.

Staff have recently been in contact with family representatives of Mr. Flaherty, who passed away recently. They have discussed their ownership interest in the Fade Master building and business with us and that they, on behalf of Edith Flaherty, wish to explore the possibility of transitioning the interest in this building and business to another third party. At this juncture, given the recent development of planning effort, staff would like direction from Council on whether you would have the City either terminate the lease, to continue the current lease for this building if agreeable to the current Lessee, or a third alternative, to possibly consent to a transfer of the land lease to a potential new business/party. Attached is information we will review on Tuesday relating to this land lease situation.

Nate Mathews

From: Nate Mathews
Sent: Thursday, September 03, 2020 9:39 AM
To: 'prbyjennifer@gmail.com'
Subject: RR Corridor lease information
Attachments: Flaherty-Halverson RR Lease documents.pdf

Jennifer,

As you requested in our telephone conversation, I'm sending this email and attachments to summarize the above-described City Lease located in the Former Soo Line Rail Corridor in Bemidji. Hopefully, this will be helpful to you and your Mother-in-Law as she deliberates decision(s) regarding her interest(s) in the Lease.

Firstly, I've attached the actual Lease along with the various Assignment(s) of Lease and a previous Consent to Assignment that have transpired with respect to the Lease. I've also attached previous correspondence between the Canadian Pacific Railway and the Halverson's, notifying them of the sale of the land in 2003 to the City. In turn, I've attached a copy of the letter sent by the City in 2004, notifying the Halvorson's of the same and of the ongoing rent obligation now owed the City, etc.

I've also attached a copy of the Beltrami County Tax Parcel summary regarding the personal property, i.e., the building, subject of the personal property tax obligation of the Halvorson's (\$24.00 annually).

Lastly, I've attached a copy of an email between City Staff from June 29, 2020, summarizing Financial Clerk Brenda Johnson's conversation with one or other of your family members relating to the Lease status, particularly the lease renewal being October 1, 2020, as well as associated payment of the monthly water usage bill for the building. Finally, also attached is the copy of an email from the Beltrami County Assessor Joe Skerik to me which reflects his independent conversation with family members respecting the building and Lease.

As I described over the phone, City representatives have had various conversations over the years with all of our Lessee's in the Former Soo Line Rail Corridor, including your Father, particularly as it relates to the City's intentions to redevelop the Corridor and the corresponding necessity of retiring the various remaining leaseholds, particularly when the City's intentions became serious. As I've related, those intentions indeed have grown more serious in the past two years with the City has taking serious steps towards determining a redevelopment plan for the corridor (including hiring a Development consultant). In that regard, I along with former City Community Development Director Steve Jones had several conversations with Mr. Flaherty. The most recent conversation for me being in regards to a proposal he brought to me seeking to be able to "expand" his building footprint at that location to accommodate a "Barber School". As I've related to you, I advised him that the City would not be willing to permit such in light of the Redevelopment process currently underway.

Addressing next the Lease status, and where the City currently stands respecting its plans to retire the remaining leases in anticipation of redevelopment.

At this point in time, even though the City did not execute a Consent to Assignment of Lease from Halvorson's to Michael and Edith Flaherty, it does recognize and has recognized the Flaherty's as the current Leaseholder, i.e., the city has billed and accepted lease payments to and from them since 2012. As a leaseholder, they (she) are/is subject to the terms of the Lease, including the obligation to pay the annual rent, which is due on October 1, 2020. Since the City has only a residual interest in the building, i.e., should it be left or abandoned on the leased real estate after termination of the lease, I can't with authority speak to what rights exist as between your Mother and the Halverson's. The City was not privy to whatever arrangement was reached between your parents and the Halvorson's respecting the Building. The

Lease terms embody any and all concerns the City has respecting the Building, particularly what happens to it once the Lease is terminated.

As an aside, you spoke yesterday in terms of a "Contract for Deed" between the Flaherty's and the Halvorson's. I'm not a lawyer, but am to understand that a Contract for Deed specifically relates to real estate, not the sale of personal property. For sake of argument, what you or other family members have provided in writing to me in that regard is a "Purchase Agreement". I'd suggest that perhaps an attorney be consulted respecting your Mother-in-Law's contractual relationship with the Halvorson's and her legal rights respecting the building. If the agreement were truly treated as a legally binding Contract for Deed, then any failure by the Contract Vendee (your parents) to pay or otherwise abide by its terms would result in the building ownership reverting back to the Halvorson's. That in turn would then suggest that they still are a/the Lessee under the City's Lease!?

Where to go from here? Firstly, I respectfully encourage you and your Mother-in-Law to review the terms of the Lease, with particular attention to termination, consequences to the building, and rights respecting subletting and lease assignment (Paragraph 14). In the meantime, I'll be seeking direction from the City Council as to whether they desire to see the Lease renewed at this point. In that the property is currently idle, the City may think this the appropriate time to retire the Lease. If so, as the apparent building owner, your Mother-in-Law can seek to simply renew the Lease, using it herself to run a barbershop business. Or, she could terminate the Lease and choose whether to sell the building for removal off-site, remove the building herself to another off-site location, arrange to demolish the building, or simply abandon the building, leaving it for the City to do with what it sees best.

If none of the above are her preferred option, and she desires instead to see whether the City Council would agree to a new assignment of the Lease to a third party, then she should provide me with a written request for such that I would then take to the Council for its consideration.

I'll stop here, and wait to hear back from your Mother-in-Law (or you on her behalf), regarding what direction is desired. Again, in the meantime, independently I'll be asking the City Council what they desire to see happen at this juncture.

Nate Mathews

ASSIGNMENT AND ASSUMPTION

FOR VALUE RECEIVED, THOMAS WADE HALVERSON and LAURIAN ELISABETH HALVERSON, Assignor, hereby sells, transfers and assigns to MICHAEL FLAHERTY and EDITH FLAHERTY, husband and wife, 33871 County Road 7, Bagley, MN 56621, Assignee, all Assignor's right, title and interest in and to that certain Lease Number 10522C-02. Assignee hereby agrees to pay all taxes and assessments accruing during the tax year in which this assignment takes place and in all subsequent years. Assignee hereby covenants and agrees to be bound by all conditions and to perform all covenants and agreements contained in said lease.

Assignee hereby acknowledges that the last current rent bill was in the amount of \$449.96 for the period of September 1, 2011 to August 31, 2012.


The effective date of this assignment and assumption is April 13, 2012.

IN WITNESS THEREOF, Assignor and Assignee have caused this assignment and assumption to be duly executed as of the 25 day of April, 2012.

THOMAS WADE HALVERSON



LAURIAN ELISABETH HALVERSON



RE: Assignment of Lease No. 10522C-02

80.00 344.99



**CANADIAN
PACIFIC
RAILWAY**

John P Nail
Director
Real Estate Marketing (US)

Suite 804
501 Marquette Avenue South (55402)
PO Box 530 (55440)
Minneapolis Minnesota
Tel (612) 904-6138
Fax (612) 904-6147

December 15, 2003

Thomas and Laurian Halverson
46962 269th Ave.
Laporte, MN 56461

RE: Sale of Railroad Property to City of Bemidji

Dear Mr. & Mrs. Halverson:

Please be advised that on December 15, 2003 Soo Line Railroad Company, doing business as Canadian Pacific Railway, sold to City of Bemidji the land on which you have the benefit of the following lease(s) or license(s):

<u>Agr. No.</u>	<u>Location</u>	<u>Purpose</u>
10522C	Bemidji, MN	Retail

All future matters concerning the above agreement(s) should be handled directly with Ms. Denise Adams, Assistant Treasurer, City of Bemidji, 317 4th Street NW, Bemidji, MN 56601, phone number (218) 759-3563.

Sincerely,

John P. Nail

JPN/by

cc: Denise Adams

RAILROAD COPY

Lease No. 10522C-02

ASSIGNMENT AND ASSUMPTION

FOR VALUE RECEIVED, DAVID AND LEAH DARNELL, Assignor, hereby sell(s), transfer(s) and assign(s) to THOMAS WADE HALVERSON and LAURIAN ELISABETH HALVERSON, husband and wife, Assignee, all Assignor's right, title and interest in and to that certain Lease Number 10522C-02 dated September 1, 1997, whereby SOO LINE RAILROAD COMPANY, doing business as Canadian Pacific Railway, ("CPR") or its predecessors, leased, demised and let unto C&C TIMBER AND CONSTRUCTION COMPANY, INC., which lease was subsequently assigned to David and Leah Darnell a portion of its property at Bemidji, Beltrami County, Minnesota as more particularly described in said lease. Assignor and Assignee hereby acknowledge that they have prorated rental and tax payments due under the provisions of said lease as of the effective date of this assignment and Assignee hereby agrees to pay all taxes and assessments accruing during the tax year in which this assignment takes place and in all subsequent years. Assignee hereby covenants(s) and agree(s) to be bound by all conditions and to perform all covenants and agreements contained in said lease.

Assignee hereby acknowledges that the base rental in said lease is \$390.00 and that the base CPI-W is 157.4 (1982-84=100) and that the last current rent bill was in the amount of \$432.61 for the period September 1, 2001 to August 31, 2002.

Assignee shall use said premises as a site for a portrait studio and sales and for no other purpose whatsoever unless CPR shall agree in writing to a change of use.

The effective date of this assignment and assumption is September 1, 2001.

IN WITNESS WHEREOF, Assignor and Assignee have caused this assignment and assumption to be duly executed as of the 27 day of December, 2001.

DAVID DARNELL

By *David C. Darnell*

LEAH DARNELL

By *Leah C. Darnell*

THOMAS WADE HALVERSON

By Thomas Wade Halverson

LAURIAN ELISABETH HALVERSON

By Laurian E. Halverson

CONSENT TO ASSIGNMENT

CPR hereby consents to the foregoing assignment of the said lease to THOMAS WADE HALVERSON and LAURIAN ELISABETH HALVERSON, husband and wife, upon the express condition that every covenant, agreement and condition in said lease contained, and as hereby amended, shall be promptly kept and performed, and that no further assignment of said lease or subletting of said premises, or any party thereof, shall be made without the express written consent of CPR.

IN WITNESS WHEREOF, CPR has caused this consent to be duly executed as of the 17th day of June, 2002.

This document is:
correct as to form and content;
appropriate approvals secured;
ready for execution.

E. H.

SOO LINE RAILROAD COMPANY

By [Signature]
Director, Real Estate Marketing, U.S.

NOT TO BE RECORDED IN PUBLIC RECORDS

LESSOR'S COPY

Lease No. 10522-C-02

THIS AGREEMENT, made and entered into as of the 1st day of September, 1997, by and between SOO LINE RAILROAD COMPANY, doing business as Canadian Pacific Railway, hereinafter called "Lessor," and DAVID AND LEAH DARNELL, of Bemidji, Minnesota, hereinafter called "Lessee,"

WITNESSETH:

1. The Lessor, in consideration of the payments, covenants and conditions hereinafter set forth, to be made, performed and complied with by the Lessee, hereby leases to the Lessee those certain premises situated at or near Bemidji, County of Beltrami, State of Minnesota, described as follows:

ALL THAT PART of Lessor's property extending 30 feet southerly, as measured at right angles to, the south street line of 2nd Street and which lies between two lines perpendicular to said southerly street and which are 55 feet and 115 feet, respectively, easterly of the westerly street line of America Ave; containing 1,800 square feet, more or less; said premises as shown in red on the map attached hereto marked "Exhibit A" and made a part hereof.

excepting and reserving all driveways now or hereafter laid out across said premises to provide access to other industries located on the Lessor's property;

TO HAVE AND TO HOLD, for the term of TWELVE (12) months from the date hereof, hereinafter referred to as the "Basic Term," and thereafter from month to month. Except as provided in paragraph 11 below, this lease shall be subject to termination at any time after the Basic Term by either party hereto upon thirty (30) days' written notice to the other. Upon such termination, the Lessor shall make proportionate refund to the Lessee of rental that shall have been paid in advance, after deduction of any amounts payable by the Lessee hereunder.

2. Any and all buildings and improvements, including all necessary machinery and appliances, shall be constructed, installed and maintained at the Lessee's sole expense, upon the leased premises in a manner satisfactory to the Lessor. The premises shall be continuously and exclusively occupied and used by the Lessee during the term of this lease as a site for such buildings and improvements and for the conduct upon the premises in an active and substantial way of sale of skateboards, roller blades and snowboards, or such other kind of activities as may be approved by the Lessor.

3. The Lessee shall pay the Lessor THIRTY-TWO and 50/100 Dollars (\$32.50) per month, payable annually in advance, as rental for the leased premises subject to increase as provided in subparagraph 4(C) hereof, hereinafter referred to as the "Base Rent".

4. (A) The Lessee, in addition to the Base Rent, shall pay all taxes, assessments, license fees or other charges (except assessments or taxes for permanent street improvements other than crosswalks) which, during the term of this lease, shall be levied or assessed by, or become payable to any state, municipal, county or federal authority for or against the whole or any part of the leased premises, including all improvements located thereon, or against the business conducted upon the premises. If any assessments or taxes for permanent street improvements other than crosswalks shall be levied or assessed or become payable against the leased premises during the term of this lease, the annual rental hereunder as the same shall have been modified pursuant to reappraisal, if any, shall be increased by an amount equal to the proportionate share of the total gross amount of such assessments or taxes that is properly chargeable to the leased premises.

(B) The Lessee, in addition to the Base Rent, shall assume and pay the entire cost of installation, maintenance, repair and renewal of any crosswalks which have been or may be installed to provide exclusive driveway entrance to or exit from the leased premises. The Lessee shall at all times keep clean and free from snow, ice, refuse and obstructions, any such crosswalk and any sidewalk now located or to be located adjacent to the leased premises, and shall fully indemnify, hold harmless, and defend the Lessor from and against all Claims in any manner arising from or growing out of Lessee's failure to do so. Any maintenance or snow removal by Lessee shall be carried out in a manner that will not interfere with railroad operations on trackage adjacent to the leased premises.

(C) The Base Rent shall hereafter be increased or decreased each billing date of this lease to an amount equal to the product of the Base Rent multiplied by the fraction of the "index" for the "comparison month" over the "index" for the "base month"; provided however, that in no event shall the Base Rent be less than the sum provided in paragraph 3 above. As used herein, the term "index" shall mean the "all items" group of the United States city average consumer price index (1982-84 = 100) issued monthly by the Bureau of Labor Statistics of the United States Department of Labor, or its successor. The term "comparison month" shall mean the month most recently preceding the billing date of this lease for which the "index" is available. The term "base month" shall mean June, 1997. The "index" for the "base month" will appear on the rental bill.

5. The Lessee shall not place or permit any material, structure, equipment, pole, beam, cable, wire or other obstruction nearer than eight (8) feet six (6) inches horizontally (measured at right angles) from the center line of any railway track now or hereafter located upon or adjacent to the leased premises, or nearer than twenty-seven (27) feet vertically measured from the top of the rail; nor permit any excavation to be made or

remain nearer than eight (8) feet six (6) inches horizontally from the center line of any such track; nor permit any pipes or facilities to be installed underneath the same without securing the advance written consent of the Lessor.

6. The Lessee shall, during the term of this lease, fully protect the leased premises from all mechanics' and materialmen's liens accruing by reason of the construction, maintenance, repair, replacement or renewal of any buildings or improvements of the Lessee located upon the leased premises, or the use or occupancy thereof by the Lessee.

7. The Lessee shall not permit any advertisements or signs upon the leased premises other than advertisements or signs relating strictly to the business which is being conducted thereon.

8. (A) The Lessee shall not permit the existence of any nuisance upon the leased premises and shall at all times keep the leased premises in a proper, clean, safe and sanitary condition, and free from brush, vegetation and accumulations of waste materials which may create a fire hazard.

(B) The Lessee shall not cause or allow the leased premises to be used for any purposes other than as herein authorized, or in any manner cause or allow the leased premises or any of the Lessor's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq. or any similar state statute or local ordinance.

(C) The Lessee shall be familiar with the requirements of, comply with, and secure at the Lessee's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws and the orders of any duly constituted public authority now or hereafter in effect which in any way govern or regulate the Lessee's occupancy or use of the leased premises, and shall at the Lessee's sole expense, make all improvements, alterations, repairs or additions, and install all appliances required by any such laws, regulations, ordinances or standards.

(D) The Lessee shall, upon written request by the Lessor, provide the Lessor with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Lessee has complied with all Environmental Laws relating to the leased premises. Upon reasonable notice to the Lessee, Lessor and Lessor's beneficiaries, agents and employees shall have the right to enter the leased premises at any time and to conduct any inspections and tests deemed advisable by Lessor in order to determine Lessee's compliance with Environmental Laws.

(E) The Lessee shall not, without prior written disclosure to and approval by the Lessor, Use or authorize the Use of any Hazardous Substance on the leased premises, including installation of any above or underground storage tanks; subject thereto, the Lessee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate.

(F) The Lessee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the leased premises.

(G) The Lessee shall promptly notify the Lessor of any actual or suspected Release of any Hazardous Substance on, to, or from the leased premises, regardless of the cause of the Release.

(H) The Lessee shall promptly provide the Lessor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Release of a Hazardous Substance on, to or from the leased premises, (ii) the imposition of any lien on the leased premises, or (iii) any alleged violation of or responsibility under any Environmental Law relating to the leased premises.

(I) The Lessee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the leased premises caused by, or attributable to, any act or omission of the Lessee (or the Lessee's employees, agents, representatives or invitees) that (i) gives rise to any Claim under any Environmental Law, (ii) causes a significant public health or workplace effect, or (iii) creates a nuisance.

(J) Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, or directive pursuant to subparagraph H of this paragraph 8 or in connection with any action taken pursuant to subparagraph I of this paragraph 8, Lessee shall notify Lessor of and permit Lessor to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Lessee shall take all action necessary to ensure that any indemnification, release, or hold harmless agreement benefiting Lessee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits Lessor to at least the same extent as Lessee. Lessee acknowledges and agrees that a Release of any Hazardous Substance may impair the value of the leased premises and restrict future use of the leased premises notwithstanding the completion of any cleanup or remediation to

the satisfaction of governmental or regulatory officials. Lessee agrees to compensate Lessor fully for any such diminution in value or restriction in use of the leased premises regardless of whether a cleanup or remediation action was performed to the satisfaction of governmental or regulatory officials. No provision of this subparagraph J shall be construed to limit or impair the indemnification provisions of paragraph 9, below.

9. (A) The Lessee acknowledges and agrees that the movement of railroad locomotives, trains or cars and the work incident to the maintenance of the right of way and track in close proximity to the leased premises involves some risk of injury to persons and damage to structures and property thereon by fire, vibration or smoke. As one of the material considerations of this lease, without which it would not be granted, the Lessee expressly assumes said risk and hereby releases and agrees to indemnify, hold harmless and defend the Lessor and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, or anyone acting on its behalf or their behalf, from and against any and all Claims of every kind, past, present and future, existing and contingent, known and unknown, arising from any injury to persons, firms or corporations whomsoever (including the parties hereto and their employees, agents and invitees), including injuries resulting in death, and damage to property whatsoever (including property of the parties hereto), including structures and their appurtenances, equipment and appliances, except Claims arising under Environmental Laws, while such persons or property are on, about, or in the vicinity of the leased premises, and when such injury or damage has been caused by or is attributable to, in whole or in part, fire, vibration or smoke in connection with the Lessor's operation of locomotives, trains or cars, the Lessor's performance of railroad maintenance in the vicinity of the leased premises, or any other activity of the Lessee or the Lessor, except that Lessee's assumption of liability and its obligations hereunder shall not extend to damages to the premises of the Lessor, to rolling stock belonging to the Lessor or to others, or to shipments in course of transportation. The Lessee's obligations hereunder shall survive the termination or expiration of this lease.

(B) As one of the material considerations of this lease, without which it would not be granted, the Lessee hereby releases and agrees to indemnify, hold harmless and defend the Lessor and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, or anyone acting on its behalf or their behalf, from and against any and all Claims arising under any Environmental Law, of every kind, past, present and future, existing and contingent, known and unknown, arising from any injury to persons, firms or corporations whomsoever (including the parties hereto and their employees, agents and invitees), including injuries resulting in death, and damage to property whatsoever (including property of the parties hereto), wherever such persons or property are located, caused by or attributable to, in whole or in part, any act or omission of the Lessee (or the Lessee's employees, agents, contractors, representatives, or invitees), including without limitation the Use or Release of Hazardous Substances by the Lessee and the breach by the Lessee of any of its warranties, representations or

covenants. The Lessee's obligations hereunder shall survive the termination or expiration of this lease.

10. (A) The Lessee shall not dispose of or remove any buildings or improvements located upon the leased premises without first obtaining the written consent of the Lessor and paying all rent, taxes, assessments, license fees or other charges which may be due hereunder.

(B) When any rent, taxes, assessments, license fees or other charges payable hereunder are past due, the Lessor shall have and is hereby granted a lien therefore upon the buildings and improvements of the Lessee located upon the leased premises, including appliances, and upon thirty (30) days' written notice to the Lessee may take possession of and sell the same and apply the proceeds against such past due indebtedness.

11. If the Lessee shall at any time fail to perform or comply with any of the terms, covenants or conditions of this lease, and such default continues for a period of ten (10) days after written notice thereof by the Lessor to the Lessee, then the Lessor may declare this lease at an end and forthwith re-enter and take absolute possession of the leased premises. Notwithstanding the foregoing, if the Lessee shall default on its obligation to make any payment required under this lease, the Lessor may immediately declare this lease at an end and forthwith re-enter and take absolute possession of the leased premises without advance notice to the Lessee.

12. If required by the Lessor to do so upon termination of this lease for any reason, the Lessee shall promptly remove all of Lessee's buildings, improvements and property then located upon the leased premises, fill up all excavations that may have been made, and surrender complete possession of the premises to the Lessor, in a condition satisfactory to the Lessor. Should the Lessee fail to make such removal or restoration, the Lessor, at its election, may either remove the Lessee's buildings, improvements and property and restore the leased premises to substantially their former state at the sole expense of the Lessee, or may retain the Lessee's buildings, improvements and property as the Lessor's sole property.

13. Any notice of termination or other notice given by the Lessor hereunder, shall be good if served upon the Lessee, or if deposited in a United States post office, certified mail, addressed to the Lessee at the last known address of the Lessee.

14. This lease shall not be assigned or in any manner transferred by the Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the leased premises or buildings thereon sublet, used or occupied for the conduct of any business by any third person or corporation, or for any purpose other than herein authorized, without the advance written consent of the Lessor. Any attempted or purported assignment, transfer,

or sublease by the Lessee without such consent shall be void. Subject thereto, this lease shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

15. This lease and all provisions thereof shall be subject to revision at any time if made necessary by any order or finding of the Surface Transportation Board, state authorities, or other authorities having jurisdiction.

16. The Lessee agrees that after termination of the lease by either party for breach of any provision of said lease by the Lessee or for any other reason, Lessee shall continue to pay to the Lessor, at the rate in effect on the date of termination, rental for any period of time after said termination during which Lessee remains in possession of the leased premises or during which any buildings or personal property of Lessee remain on said leased premises unless Lessor has notified Lessee that Lessor has exercised the option granted pursuant to paragraph 12 above to retain such buildings and/or personal property as Lessor's sole property.

17. The Lessee covenants and agrees that it will pay and discharge and indemnify the Lessor for and against any and all losses, costs, damages and expenses (including reasonable attorneys' fees and legal expenses of the Lessor) incurred by the Lessor by reason of any breach by the Lessee of any of the terms, conditions or provisions contained in this lease. The Lessee's obligations hereunder shall survive the termination or expiration of this lease.

18. The Lessor does not warrant title to the leased premises, and makes no representations or warranties, express or implied, as to the habitability of the leased premises or the fitness of the leased premises for Lessee's purpose or any other particular purpose.

19. Each provision, paragraph, sentence, clause, phrase, and word of this lease shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, sentence, clause, phrase or word of this lease is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the lease.

20. This agreement completely outlines all of the rights, responsibilities, and obligations of the parties hereto and said lease agreement may not be amended or altered except by an instrument in writing signed by both parties. Furthermore, this lease agreement merges all prior oral representations and negotiations of the parties hereto.

21. (A) "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every

kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

(B) "Environmental Law" or "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1201 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 33 U.S.C. § 1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

(C) "Hazardous Substance" or "Hazardous Substances" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;

(D) "Release" or "Released" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;

(E) "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

(F) "Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.


22. The agreement between the parties hereto or their predecessor, No. 10522-C dated April 7, 1989 is hereby terminated and superseded by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed, as of the day and year first above written.


SOO LINE RAILROAD COMPANY

By 
Director, Real Estate Marketing, U.S.

DAVID DARNELL

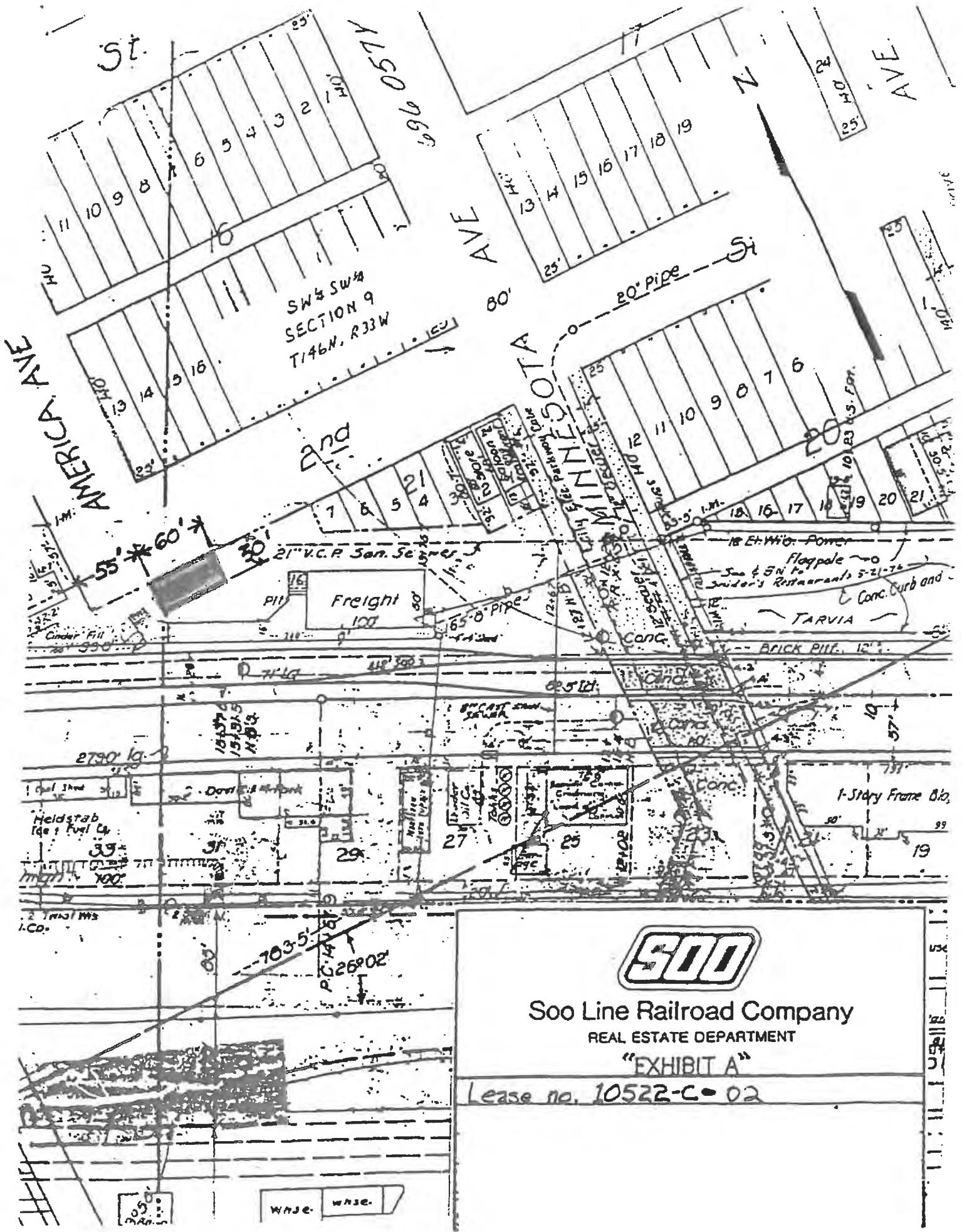
By 
Its _____

LEAH DARNELL

By 
Its _____

Not Assignable Without Consent

NOT TO BE RECORDED IN PUBLIC RECORDS

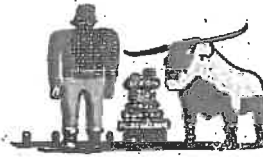


Soo Line Railroad Company
 REAL ESTATE DEPARTMENT

"EXHIBIT A"

Lease no. 10522-C-02

W.H.S.E. W.H.S.E.



CITY OF BEMIDJI

City Hall ~ 317 4th Street NW
Bemidji, Minnesota 56601-3116
Web Site: www.ci.bemidji.mn.us

May 6, 2004

Thomas and Laurian Halverson
46962 269th Avenue
Laporte, MN 56461

RE: City's Assumption of Former Soo Line Railway Company Lease and/or License

Dear Mr. & Mrs. Halverson:

Previously the Soo Line Railroad Company advised you by letter of the sale to the City of Soo Line property subject of the following lease(s) and/or license(s):

<u>Lease/ License No.</u>	<u>Purpose</u>	<u>Current Annual Rent</u>	<u>Annual Payment Date</u>
10522C	Retail	\$444.96	September 1, 2004

Please be advised that the City anticipates receiving the above-described rent payment on the noted due date. Failure to timely remit the annual payment may result in the termination of the underlying Lease/License Agreement. If you have any questions regarding this letter or the lease/license payment, please contact Denise Adams at 218-759-3563. We anticipate your prompt payment.

Sincerely,


Alan R. Felix
City Attorney

cc: Ron Eischens, Finance Director
Denise Adams, Assistant Treasurer
ARF/kms

Nate Mathews

From: Brenda Johnson
Sent: Monday, June 29, 2020 9:37 AM
To: Ron Eischens; Nate Mathews
Subject: RR lease at 328 2nd st

Good morning

I received a call from Mike Flaherty's daughters on Friday June 26

Regarding the property at 328 2nd st nw

This is a RR lease that he has with the City of Bemidji

The way it sounds is that he is not doing very well.

They were asking about the water bill and the renewal of the lease that will be due Oct 1 2020 489.46.

The lease is all paid up until when it is due again Oct 1 2020, the water bill is all paid up to date too

They want to know if they do not renew the lease

Will the property revert back to the City Of Bemidji

And they asked about shutting the water off I explain to them that they would still have flat fees.

I notice that they has been no reading for a least the last 3-4 months.

The flat fees monthly is only 18.11 per month

My question is there anything they should sign to terminate the lease now?

And if they want to terminate now would we have to refund part of their lease back?

Brenda Johnson

City of Bemidji

317 4th St NW

Bemidji MN 56601

Brenda.Johnson@ci.bemidji.mn.us

(218)759-3592

(218)759-3590 Fax

Nate Mathews

From: Joe Skerik
Sent: Tuesday, September 01, 2020 2:02 PM
To: Nate Mathews
Subject: RE: Fade Masters Barbershop property tax statement

Hi Nate,

Flaherty's have told us they are buying this also but we have never seen a bill of sale or contract. So we still have it in Halvorson's name. We have talked to the Flaherty's and they know this. Yes the taxes are paid and they do pay tax although not much. Looks like \$46 a year on the lease and personal property bldg.

Joe

From: Nate Mathews <Nate.Mathews@ci.bemidji.mn.us>
Sent: Tuesday, September 1, 2020 1:33 PM
To: Joe Skerik <joe.skerik@co.beltrami.mn.us>; Alan R. Felix <alanfelix@ci.bemidji.mn.us>; Michelle Miller <michelle.miller@ci.bemidji.mn.us>
Subject: Fade Masters Barbershop property tax statement

Joe,

Not sure if you have anything in your file on this one, the Fade Masters Barbershop. The owner Mike Flaherty died, and now his widow and daughter are apparently trying to sell the building and business, it is on the Rail Road Corridor by Downtown Meats.

I think we have just a land lease here like the other RR property (but we need to look into this... I thought we had a land and building interest on this barbershop spot).

It sounds like Mike Flaherty was paying to buy the building from the previous Rail Road Corridor lease holder (Halvorson) and they said they have been paying property taxes? This is news to me, I am not showing a separate taxable parcel for this barbershop spot.

Nate

CITY OF BEMIDJI

ORDINANCE NO. , 3RD SERIES

ORDINANCE AMENDING AN UNCODED SECTION OF BEMIDJI CITY CODE PERTAINING TO STREET VACATION

THE CITY OF BEMIDJI DOES ORDAIN:

SECTION 1. Subject to the condition(s) stated in Section 2 hereinafter, that portion of the platted, but unimproved, municipal street referred to as Birch Street within the plat of Royal Beach, according to the recorded plat thereof, Beltrami County, Minnesota, and more particularly described as follows:

That portion of platted but unimproved Birch Street, not previously vacated, in the Plat of Royal Beach, Beltrami County, Minnesota, lying between Blocks 1 and 4, and between the easterly right-of-way line of Park Avenue and the shoreline of Lake Bemidji, as the same is shown in and according to the recorded plat thereof on file and of record in the office of the Beltrami County Recorder.

is hereby vacated.

SECTION 2. The City of Bemidji reserves a utility easement in, under, over and across the municipal right-of-way vacated in Section 1 above, in favor of private and public utility easement holders for the purpose of maintaining, repairing, replacing, removing or otherwise attending to existing utilities therein. There are no known utilities at this time in the right-of-way.

SECTION 3. The City Clerk is hereby authorized and directed to record a duly certified copy of this Ordinance in the office of the County Recorder for Beltrami County, Minnesota.

SECTION 4. This Ordinance shall become effective thirty (30) days after its passage and publication according to law.

Ayes:
Nays:
Absent:

First Reading: September 8, 2020
Second Reading:
Final Reading:

ATTEST:

APPROVED:

Michelle Miller, City Clerk

Rita C. Albrecht, Mayor

Vacation of Birch Street within the plat of Royal Beach



FEE \$150

CITY OF BEMIDJI
PETITION TO VACATE A PUBLIC WAY (STREET & ALLEY)

APPLICATION PERTAINING TO CITY CHARTER SECTION 12.06 Vacation of Streets

Please list all property owners requesting the proposed public way vacation.

APPLICANT(S) _____ **PHONE #** _____

ADDRESS _____

APPLICANT(S) Matthew Stevens **PHONE #** 218-556-3653

ADDRESS 1325 30th Street SW, Bemidji, MN 56601

APPLICANT(S) Rachel Stevens **PHONE #** 218-368-5678

ADDRESS 1325 30th Street SW, Bemidji, MN 56601

(Attach list of additional petitioners)

LOCATION OF PROPOSED STREET TO BE VACATED _____

Birch Street between Blocks 1 and 4, Plat of Royal Beach

DESCRIPTION OF REQUEST See Attached.

LEGAL DESCRIPTION OF RIGHT-OF-WAY See Attached.

Matthew Stevens Rachel Stevens

(APPLICANT'S/OWNER'S SIGNATURE)

OFFICE USE BELOW

DATE COMPLETED APPLICATION REC'D _____

DATE FIRST PUBLIC READING _____

DATE SECOND READING & PUBLIC HEARING _____

DATE THIRD READING _____

APPROVED ___ DENIED ___ BY THE CITY COUNCIL ON (DATE) _____

SUBJECT TO THE FOLLOWING CONDITIONS:

Please attach a sketch or map drawn to scale showing the public way proposed for vacation. Please include the following on the map:

1. North arrow
2. Map scale
3. Dimensions of the public way to be vacated (and square foot calculations)
4. Names of adjacent streets
5. Location of adjacent buildings

PLEASE COMPLETE THE FOLLOWING QUESTIONS:

1. What is the affect of the proposed vacation upon the occupants of the surrounding land?

2. How would the proposed vacation affect traffic conditions on adjacent streets and land?

3. How does the proposed vacation affect existing and potential future area development?

4. How will utility easements in proposed public way vacation be reserved or rerouted?

***PLEASE USE ADDITIONAL PAGES IF NEEDED**

ATTACHMENT TO PETITION TO VACATE A PUBLIC WAY

Description of request:

Matthew Stevens is the fee owner of the property which abuts the proposed street to be vacated on the south boundary of it. See, deed to Matthew Stevens with legal description. It is our intention to have this vacated so Matthew and Rachel Stevens can become the fee owners of the South Half of Birch Street, East of Park Avenue, shown in the Plat of Royal Beach. Park Avenue is now known as Birchmont Drive Northeast. It is our contention that Birch Street referenced above is useless for the purpose for which it was originally laid out. The portion of Birch Street, which lies West of Park Avenue, has been vacated.

Legal Description of Right-of-Way:

That part of Government Lot 3, lying East of Park Avenue as shown on the Plat of Royal Beach; less the South 1,304.15 feet thereof;
AND
That part of Government Lot 2, lying East of Park Avenue as shown on the Plat of Royal Beach, less the North 1,306.65 feet thereof.

Questions and Answers:

1. What is the affect of the proposed vacation upon the occupants of the surrounding land?

Matthew and Rachel Stevens will be the fee owners of the South Half of the proposed vacated road. Robert Pfremer and Stacey Pfremer will be the fee owners of the North Half of the proposed vacated road. There will be no other effects. The property is not used by anybody for any purposes.

2. How would the proposed vacation affect traffic conditions on adjacent streets and land?

Not at all.

3. How does the proposed vacation affect existing and potential future area development?

It should not affect any existing or potential future area development. It is too narrow for any purposes.

4. How will utility easements in proposed public way vacation be reserved or rerouted?

It is believed that there are no utility easements in the proposed public way to be vacated. It is believed this will be unaffected.

The following documents are attached to the Petition:

1. Plat of Royal Beach. The proposed road to be vacated is highlighted in yellow;
2. Order dated May 29, 1920, which vacates the north 800 feet of Block 4, Royal Beach, and that portion of Beach Street lying between Blocks 2 and 3 of Royal Beach;
3. Quit Claim Deed from Jerald M. Stevens and Beverly A. Stevens to Matthew R. Stevens; and
4. Warranty Deed from Gary R. Hipp and Linda D. Kern-Hipp to Robert K. Pfremer and Stacey M. Pfremer.

Z:\DKC\RKK\Stevens, Matthew & Rachel\Attachment-Petition.wpd(las)

PLAT OF ROYAL BEACH

BELTRAMI CO. MINN.

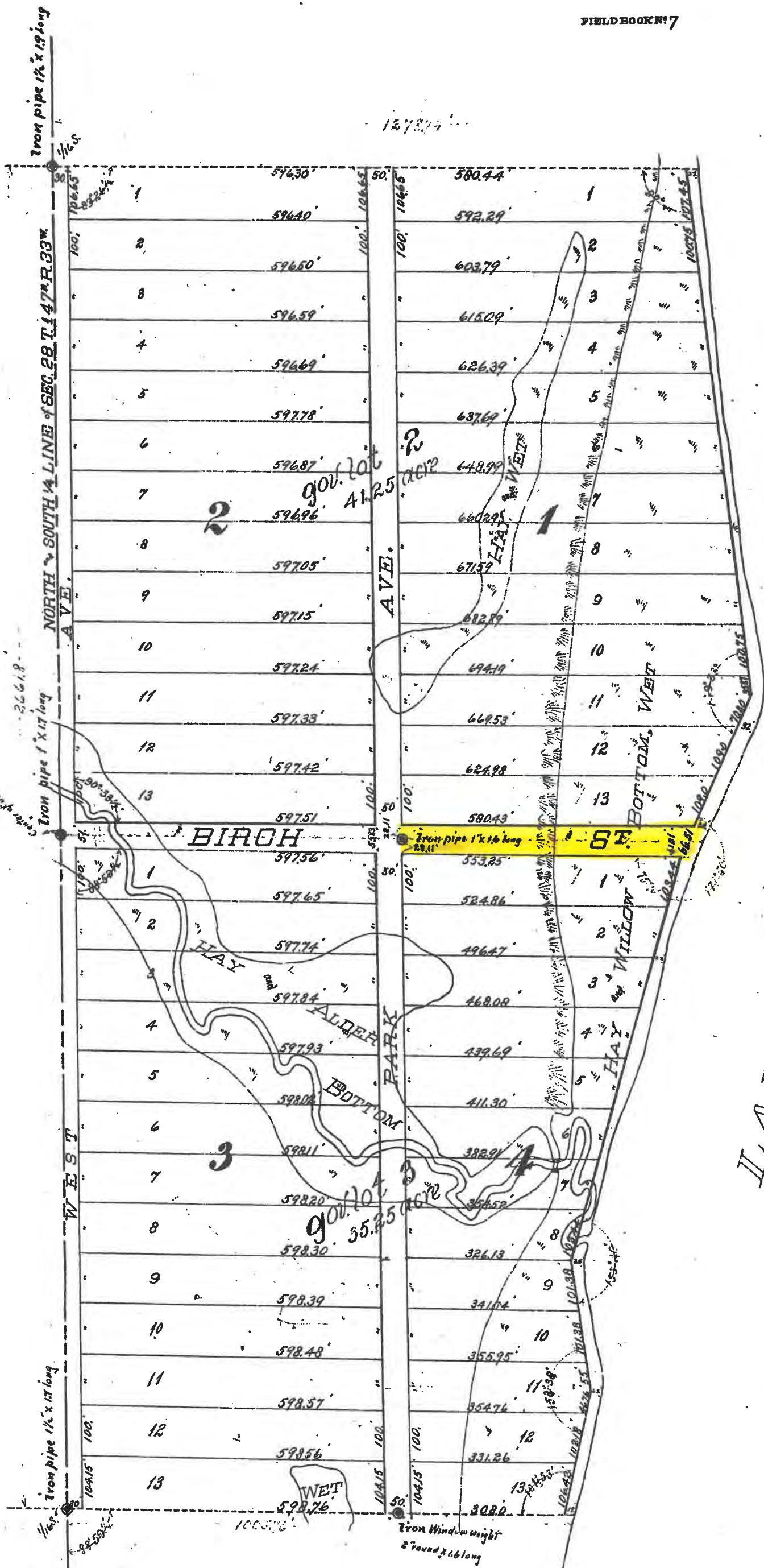
SURVEYED IN MAY 1909

BY E. J. BOURGEOIS

SCALE 1 IN. = 200 FT.

BEMIDJI MINN.

FIELD BOOK # 7



BEMIDJI

LAKIE

MISCELLANEOUS RECORD No. 18, BELTRAMI COUNTY.

REC. D. BARNARD STA. CO., ST. LOUIS

ORDER

Filed for record May 29 A. D. 1920 at 10 a.m. C. O. Moon, Register of Deeds. HD

State of Minnesota,
County of Beltrami,

In District Court,
Fifteenth Judicial District.

In the Matter of the application of M. Pearle Bliler to vacate the Plat covering Block Two and the North Eight hundred feet of Blocks Three and Four of Royal Beach, Beltrami County, Minnesota, and to adjudge and decree the title in and to so much of West Avenue as lies adjacent to said Block 2 and adjacent to said north 800 feet of Block 3, and that part of Birch Street lying between said Blocks 2 and 3 of said Royal Beach, to be in petitioner in fee simple.

The above entitled matter having come on for trial at the Adjourned term of the General February 1920 Term of said Court held at the court house on May 29th, 1920, at 10 o'clock in the forenoon. The petitioner appearing by her attorney, G.W. Campbell, No one appearing in opposition to said petition, and it appearing notice of said hearing has been duly published, and posted as required by law, and personally served upon the Chairman of the Town of Northern said county and state where said land is situated, and it appearing to the satisfaction of the court that all taxes on said lands have been paid, and the avenues and streets described in said petition, contained within said blocks, so sought to be vacated are useless for the purposes for which they were laid out, and the court being fully advised in the premises:

It is ORDERED and ADJUDGED that that part of plat of Royal Beach, said county and State described as follows, to-wit: Block Two(2) and the North Eight hundred feet of Blocks Three(3) and Four(4), and West Avenue or so much thereof as lies adjacent to said Block Two (2) and the North Eight hundred feet of Block Three(3) and that part of Birch Street lying between said Blocks Two and Three of said Royal Beach be and the same is hereby vacated in all things, and

It is further Ordered and Adjudged that the petitioner M. Pearle Bliler is the owner in fee simple of all that part of West Avenue lying adjacent to Block Two and the North Eight hundred feet of Block Three, and to that part of Birch Street lying between said Block Two and Block Three of said Royal Beach, said County and state.
Dated May 29th, 1920. C. W. Stanton, District Judge.

STATE OF MINNESOTA,)
County of Beltrami) ss

DISTRICT COURT
FIFTEENTH JUDICIAL DISTRICT

I, F.W. Rhoda, Clerk of the District Court in and for Beltrami County, State of Minnesota, do hereby certify that I have carefully compared the paper writing hereto annexed with the original Order in the Matter of the application of M. Pearle Bliler to vacate plat, and find that the same is a true and correct copy of said original and the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said District Court at Bemidji, on this 29th day of May A. D. 1920. F. W. Rhoda, Clerk of the District Court, Beltrami County, Minnesota.

(DISTRICT COURT SEAL)

ASSIGNMENT OF INSTRUMENT

Filed for record May 29, A. D. 1920, at 9 A. M. C. O. Moon, Register of Deeds. VF.

KNOW ALL MEN BY THESE PRESENTS, That Gean Padlak party of the first part, in consideration of the sum of One Dollars, to him in hand paid by W. T. Noonan, party of the second part, does hereby Sell, Assign, Transfer and Set Over unto the said party of the second part, his heirs, executors, administrators and assigns, a certain contract for deed bearing date the 9th. day of March A. D. 1914, made by Charles R. Middleton and Robert M. Skinner, covering Southwest quarter of southeast quarter, Section Three, Township One Hundred Sixty North of Range Thirty-one west. and recorded in the office of the Register of Deeds in and for the County of Beltrami and State of Minnesota in Book 9 of Miscellaneous on page 145 with all and singular the premises therein mentioned and described and I hereby appoint the party of the second part, my Attorney irrevocable to enforce the conditions of said contract at his own cost, as fully as I might or could do.

And -- covenant with the said party of the second part, that --- and that I have good right and lawful authority to Sell and Assign the same in manner aforesaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Seventh day of May A.D. 1915

Signed, Sealed and Delivered in Presence of)
E. C. Middleton. C. R. Middleton)

Gean Padlak (Seal)

State of Minnesota)

County of Beltrami) ss. On this seventh day of May A. D. 1915, before me, a Notary Public within and for said County, personally appeared Gean Padlak to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

(Notarial Seal)

E. C. Middleton
Notary Public, Beltrami Co., Minn.
My Commission expires Oct. 1st, 1919.

DECREE OF DESCENT.

Filed For Record June 5, A. D. 1920 at 1 P. M. C. O. Moon, Register of Deeds. HEB
Transfer entered this 5th. day of June, 1920. A. D. Johnson, Co. Auditor.

State of Minnesota)
County of Beltrami) ss.

IN PROBATE COURT

IN THE MATTER OF THE ESTATE OF)
Taylor G. Beem, Decedent.) Decree of Descent.

The above entitled matter came on to be heard on the Second day of June 1920 upon the petition of Joanna Beem the Mother, praying for the judicial determination of the descent of the real estate hereinafter described belonging to said decedent at the time of his death. The said petitioner appeared by her attorney John L. Brown and no one appeared in opposition to said petition; and the court having duly considered said petition, the evidence adduced in support thereof finds the following facts:

FIRST-That due notice of said hearing was given by the publication of the order of hearing of the court in the Bemidji Sentinel, a legal newspaper, according to law.

SECOND-That the petitioner is a resident of Webster City in the County of Hamelton, State of Iowa and has an interest in the said lands of decedent hereinafter described as follows. to-wit: As Mother of said Decedent.

THIS IS TO CERTIFY
THAT THIS INSTRUMENT
WAS FILED IN THIS

OFFICE ON 06/17/2020 AT
10:45 AM BY DOCUMENT NUMBER

A000589453

By: PAULA R. COONS
CHARLENE D. STURK
COUNTY RECORDER

WELL CERT RECEIVED: N
WELL CERT NOT REQUIRED: Y

PAGES: 2

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
() filed (X) not required
Certificate of Real Estate Value No. 1000

10/17
JODEE TREAT AUDITOR-TREASURER

Beltrami County Auditor-Treasurer

by 80.00051.00 AL
Deputy

QUIT CLAIM DEED

Individuals to Individual

STATE DEED TAX DUE HEREON: \$ 1.65*

*Consideration less than \$3,000.00

Date: 6-15-20, 2020.

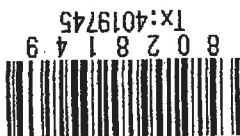
FOR VALUABLE CONSIDERATION, JERALD M. STEVENS and BEVERLY A. STEVENS, married to each other, Grantors, hereby convey and quit claim to MATTHEW R. STEVENS, Grantee, real property in Beltrami County, Minnesota, described as follows:

That part of Government Lot Three (3), Section Twenty-eight (28), Township One Hundred Forty-seven (147), Range Thirty-three (33), Beltrami County, Minnesota, described as follows: Beginning at the intersection of the South line of Birch Street and the East line of Park Avenue (as shown on the Plat of Royal Beach); thence running South along the East line of Park Avenue a distance of 90 feet to a point; thence running East along a line parallel to the North line of Lot Nine (9), Block Four (4), Royal Beach and said line extended, to the West shore line of Lake Bemidji; thence Northeasterly along the shore line of Lake Bemidji to the South line of Birch Street extended; thence West along the South line of Birch Street and the South line of Birch Street extended, to the point of beginning, subject to mineral reservations, restrictions and easements of record, if any.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None except as hereinabove enumerated.

Jerald Stevens
JERALD M. STEVENS,

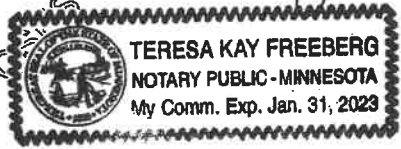
Beverly Stevens
BEVERLY A. STEVENS



STATE OF MINNESOTA)
(ss.
COUNTY OF BELTRAMI)

The foregoing instrument was acknowledged before me this 15th day of JUNE, 2020,
by Jerald M. Stevens and Beverly A. Stevens, married to each other, Grantors.

[Signature]
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Jason D. Pederson, Esq.

FULLERWALLNER
ATTORNEYS AT LAW

Location: 514 America Avenue NW
Bemidji, MN 56601

Mail: P.O. Box 880
Bemidji, MN 56619-0880

Telephone: (218) 751-2221

Facsimile: (218) 751-2285

Toll-free: (800) 552-6881

E-Mail: jay.pederson@lawofficemn.com

Website: www.lawofficemn.com

Tax statements for the real
property described in this
instrument should be sent to:

Mr. Matthew R. Stevens
1325 30th Street SE
Bemidji, mn 56601

This conveyance prepared without benefit of title examination.

Beltrami County, MN
Deed Tax Paid \$1.65
Deed Tax Receipt No. 256380

BELTRAMI COUNTY FOR INFORMATIONAL PURPOSES
NOT RECORDED
RECORDED

No delinquent taxes and transfer entered; Certificate of Real Estate Value (✓) filed () not required Certificate of Real Estate Value No. 5149 September 7, 1999 Kay L. Mack, Auditor-Treasurer County Auditor by 31 D1296.000 Deputy

OFFICE OF COUNTY RECORDER Beltrami County, Minnesota I hereby certify that this instrument was filed in this office for record on the 7th day of September A.D. 19 99 at 1:00 o'clock P. M. and was duly recorded by Microfilm No. 392808 Ann F. Allen COUNTY RECORDER DEPUTY

100 150 450 ✓ + 20 ✓

STATE DEED TAX DUE HEREON: \$ 640.20 (LC) Date: July 3, 1998

(reserved for recording data)

FOR VALUABLE CONSIDERATION, GARY R. HIPPI and LINDA D. KERN -HIPPI, husband and wife, (marital status), Grantor (s), hereby convey (s) and warrant (s) to ROBERT K. PFREMMER AND STACEY M. PFREMMER, husband and wife, Grantees as joint tenants, real property in Beltrami County, Minnesota, described as follows: Lot 13, Block 1, Royal Beach

(if more space is needed, continue on back) together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Subject to restrictions of record, conditions, reservations and easements, zoning ordinances, if any, and general taxes and assessments not yet due and payable.

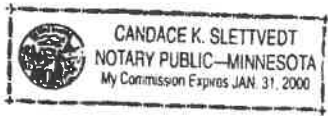
Beltrami County, MN Deed Tax Paid \$640.30 Deed Tax Receipt No. 22661 BP

GARY R. HIPPI LINDA D. KERN-HIPPI

STATE OF MINNESOTA COUNTY OF Beltrami } ss.

The foregoing instrument was acknowledged before me this 3rd day of July, 1998, by Gary R. Hipp and Linda D. Kern-Hipp, husband and wife, Grantor (s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Candace K. Slettvedt SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

Robert K. Pfremmer and Stacey M. Pfremmer 5228 Birchmont DR NE Bemidji, MN 56601-5752

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS): under supervision of: Nathan C. Lee, Esq. P.O. Box 358 Chester, VA 23831

OFFICE OF COUNTY RECORDER BELTRAMI COUNTY, MN

Well Certificate Received Well Certificate Not Required

JUL 31 2020

FEE \$150

CITY OF BEMIDJI
PETITION TO VACATE A PUBLIC WAY (STREET & ALLEY)

APPLICATION PERTAINING TO CITY CHARTER SECTION 12.06 Vacation of Streets

Please list all property owners requesting the proposed public way vacation.

APPLICANT(S) _____ PHONE # _____

ADDRESS _____

APPLICANT(S) Robert K. Pfremer PHONE # 310-463-4680

ADDRESS 5228 Birchmont Drive NE, Bemidji, MN 56601

APPLICANT(S) Stacey M. Pfremer PHONE # 218-368-7724

ADDRESS 5228 Birchmont Drive NE, Bemidji, MN 56601
(Attach list of additional petitioners)

LOCATION OF PROPOSED STREET TO BE VACATED _____
Birch Street between Blocks 1 and 4, Plat of Royal Beach

DESCRIPTION OF REQUEST See Attached.

LEGAL DESCRIPTION OF RIGHT-OF-WAY _____

Robert Pfremer *Stacey Pfremer*
(APPLICANT'S/OWNER'S SIGNATURE)

OFFICE USE BELOW

DATE COMPLETED APPLICATION REC'D _____

DATE FIRST PUBLIC READING _____

DATE SECOND READING & PUBLIC HEARING _____

DATE THIRD READING _____

APPROVED ___ DENIED ___ BY THE CITY COUNCIL ON (DATE) _____

SUBJECT TO THE FOLLOWING CONDITIONS:

Please attach a sketch or map drawn to scale showing the public way proposed for vacation. Please include the following on the map:

1. North arrow
2. Map scale
3. Dimensions of the public way to be vacated (and square foot calculations)
4. Names of adjacent streets
5. Location of adjacent buildings

PLEASE COMPLETE THE FOLLOWING QUESTIONS:

1. What is the affect of the proposed vacation upon the occupants of the surrounding land?

2. How would the proposed vacation affect traffic conditions on adjacent streets and land?

3. How does the proposed vacation affect existing and potential future area development?

4. How will utility easements in proposed public way vacation be reserved or rerouted?

***PLEASE USE ADDITIONAL PAGES IF NEEDED**

**ATTACHMENT TO PETITION TO VACATE A PUBLIC WAY
(ROBERT AND STACEY PFREMMER)**

Description of Request:

We are simply providing this Petition to Vacate a Public Way to show that we are in agreement with the Petition submitted by Matthew Stevens and Rachel Stevens, which was submitted to the City of Bemidji on July 16, 2020. We are the owners of Lot 13, Block 1, Royal Beach.

Z:\DKC\RKK\Stevens, Matthew & Rachel\Attachment-Petition-Pfremmer.wpd(las)