

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

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

ORDINANCES

- 18) 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**

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

THIS MEMORANDUM OF AGREEMENT is entered into this ___ day of _____, 2020 by and between the City of Bemidji, a municipal corporation duly organized under the laws of Minnesota (hereinafter the “City”), and Bemidji State University (hereinafter referred to as “University”).

RECITALS

WHEREAS, the Lease Agreement previously entered into by the City and the State of Minnesota on behalf of the University, a copy of which is attached as **Exhibit A**, provides that the University shall have the right to use the Sanford Center Arena Ice Sheet and other designated Exclusive University Areas within the Arena in return for rent in the form of reimbursement to the City paid at the rate of \$9,500 per men’s home hockey game (with a minimum annual amount of \$255,344 due for University’s fiscal year July 2020-June 2021), the per game rent payable within thirty days of each such home game; and

WHEREAS, the Lease Agreement further provides that the lease obligations, including payment of rent, shall be absolute and unconditional, except as and otherwise provided for in the Lease Agreement; and

WHEREAS, the Lease Agreement further provides for “Alternative Governmental Program Payment Use” in the event the University no longer has intercollegiate hockey, subject to payment of an adjusted annual rent, also payable in equal monthly installments; and

WHEREAS, the Lease Agreement also provides that the parties shall meet as needed to review lease matters, and, per the parties’ original Memorandum of Understanding (“Original MOU”), the parties agreed to periodically re-evaluate Lease financial terms, including revenue sharing and/or operational responsibilities to allow for renegotiation of financial terms to maintain economic feasibility of and for each party’s performance under the Lease Agreement; and

WHEREAS, the national COVID Pandemic has resulted in economic and operational conditions such that each party is finding it difficult to perform their respective obligations under the Lease Agreement, and this mutual frustration of contract threatens to undermine the viability of the Lease Agreement terms; and

WHEREAS, the frustration in particular is the still undecided question of whether WCHA Intercollegiate Hockey will have a 2020-2021 Conference/Season games, and correspondingly, the generation of revenue to offset the expenses of operation of the Sanford Center as the University’s hockey venue until such decision is finally rendered; and

WHEREAS, pursuant to the Lease's review term as well as the Original MOU, the parties desire to enter into a temporary interim alternative use and reimbursement arrangement for their lease relationship so as to preserve the current Lease terms intact pending the WCHA hockey season decision(s) and during the unforeseeable duration of the COVID Pandemic; and

WHEREAS, this Temporary Interim Agreement will serve the best interests of the City and University, as well as the health, safety, and welfare of the residents of the greater Bemidji area community..

NOW, THEREFORE, pursuant to the authority granted under the Lease Agreement and the Original MOU, and in consideration of the mutual covenants contained herein, the City and University agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein as if fully set forth.
2. ~~**UNIVERSITY USE OF SANFORD CENTER PENDING WCHA DECISION AND DURING COVID PANDEMIC.** The University shall continue/begin~~

3. **PAYMENT OR REIMBURSEMENT OF FACILITY COSTS TO CITY DURING INTERIM AGREEMENT.** The University shall pay \$145,000 to the City in four (4) equal monthly installments of \$36,254 commencing on by September 15, for use of the Arena Facility through December 31, 2020. and on the 15th of each of the following 3 months.

Any continuance of the use of the Bemidji Sanford Center after December 31, 2020 by the University for hockey, but without any hockey games being played, shall be paid at the rate of \$36,254 per month, due at on the first day of each month. Payment to the City shall be promptly remitted within 30 days

- If a Hockey Season is implemented, the University's rent obligation June 2021 the Parties agree that the terms of the original Lease Agreement previously entered into by the City and the University.
- ~~If there is not a 2020-2021 Hockey Season, the University's rent obligation shall not exceed \$230,000 and the University would need the ice to remain in at Sanford Center until March 15, 2021.~~

4. **MAINTENANCE OF ARENA ICE AND UNIVERSITY EXCLUSIVE AREAS.** The City shall be responsible for all regular ongoing maintenance of the Arena Facility at the same level as currently provided under the Lease Agreement. However, the University shall continue to be responsible for the daily, regular janitorial upkeep and maintenance of the Exclusive University Areas during Any additional maintenance and

cleaning of the Arena Facilities that would be required through the WCHA would be the sole responsibility of the University, unless agreed upon by the Parties.

5. ~~OTHER SERVICES.~~ The City shall provide

6. **COVID PLANS COMPLIANCE/RISK MITIGATION.** The University agrees to create and follow a COVID Preparedness Plan that will be submitted to and approved by the City prior to the use of the Arena Facility. The University shall designate which member of the University Staff will be responsible for the enforcement and implementation of said COVID Preparedness Plan with the assistance of Arena Facility Staff. The Parties agree that said COVID Preparedness Plan may be modified as required by law or by agreement of the Parties.

The City reserves the right to cancel this Agreement if the COVID Preparedness Plan is not being followed by the University staff or students. This cancelation will be effective immediately upon written notice from the City to ensure the health and safety.

The Parties agree to abide by the Minnesota Department of Health (MDH) safety directives and guidance related to the COVID pandemic, as may be revised from time to time.

The University agrees to immediately inform the City if any individual who has entered the Arena Facility is being tested and/or has tested positive for COVID-19. In the event this situation were to arise, the Parties agree to follow all recommendations of Public Health Officials and agree to discuss and come to an agreement as to any changes that may need to take place.

7. **REMEDIES.** In the event of a breach of a provision of this Agreement by either party, the non-breaching party shall provide the other party with written notice of the breach and provide that party with thirty (30) days to cure the breach.

8. **INDEMNIFICATION.** The University agrees to hold the City harmless...

89. **NOTICE.** Notice provided under this Agreement shall be in writing, signed by the Officers signatory to this Agreement, or their successors, and shall be sent by regular mail, postage pre-paid, to the parties at the following addresses:

University

City of Bemidji

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Alan R. Felix, City Attorney
City Hall – 317 4th Street NW
Bemidji, MN 56601
(218) 759-3575