

BEMIDJI CITY COUNCIL BEDA MEETING AGENDA

Tuesday, May 27, 2025

City Hall

317 4th Street NW

**BEDA Meeting will begin following the
regular work session**

6:00 PM



1. CALL TO ORDER/ROLL CALL

2. BUSINESS

a) OTP Site Host Agreement

b) BEDA Authority

3. CLOSED MEETING

Consider Closed Meeting Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property related to property located in the Plat of South Shore, Lot 1, Block 3.

4. REOPEN MEETING

5. ADJOURN

From: [Richard Spiczka](#)
To: [Michelle Miller](#)
Subject: FW: EV Charger at Sanford Center
Date: Thursday, May 22, 2025 11:18:53 AM
Attachments: [image002.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[EV Site Host Agreement.docx](#)
[EV Site Host Agreement.pdf](#)

Agreement for BEDA charger

From: Meech, Luke S. <lmeech@otpc.com>
Sent: Monday, April 21, 2025 4:14 PM
To: Richard Spiczka <Richard.Spiczka@ci.bemidji.mn.us>
Subject: RE: EV Charger at Sanford Center

[EXTERNAL]

Rich,

Attached are the updated agreement with the premise overview image included. If you have any questions or don't see any major concerns. Please let me know and I can pass along word to the installer to get penciled in on their schedule.

Thank You,



Luke Meech
Customer Technology Specialist
Retail Energy Solutions
218-739-8274
otpc.com
[f](#) [t](#) [v](#) [in](#)

From: Meech, Luke S.
Sent: Friday, April 18, 2025 1:56 PM
To: Bobby Anderson <bbanderson@thesanfordcenter.com>; Richard Spiczka <Richard.Spiczka@ci.bemidji.mn.us>; Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>
Cc: David Hansen <david.hansen@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Jamin Carlson <jamin.carlson@ci.bemidji.mn.us>
Subject: RE: EV Charger at Sanford Center

Rich,

Just for some further context. The image below highlights some current Otter Tail Power infrastructure in this area. The goal would be to splice into this line and stay in the existing easement going along that west side of the island for all work and equipment.



Purple box would be the first area that we would look to keep equipment inside of before on-site review. I'll travel up Monday (4/21) and get some more pictures to run past the construction crew and get their feedback and then get the finalized image into the agreement for signatures. Please let me know if you have any questions and language concerns in the agreement that we will need to work through.



Thank You,



Luke Meech
Customer Technology Specialist
Retail Energy Solutions
218-739-8274
otpc.com
   

From: Bobby Anderson <bbanderson@thesanfordcenter.com>
Sent: Thursday, April 17, 2025 2:29 PM
To: Richard Spiczka <Richard.Spiczka@ci.bemidji.mn.us>; Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>
Cc: Meech, Luke S. <lmeech@otpc.com>; David Hansen <david.hansen@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Jamin Carlson <Jamin.Carlson@ci.bemidji.mn.us>
Subject: RE: EV Charger at Sanford Center

This is an **EXTERNAL** email. DO NOT open attachments or click links in suspicious email.

We are happy with the location of it

Bobby Anderson
General Manager – Why Not Bemidji!

My work day may look different than your work day. Please do not feel obligated to respond outside your normal working hours.

The Sanford Center
1111 Event Center Drive NE
Bemidji, MN 56601
Direct: 218.441.4005
Cell: 651.808.5339
Email: bbanderson@thesanfordcenter.com
www.thesanfordcenter.com

Don't miss out on The Sanford Center's upcoming events:

COCOMELON SING-A-LONG LIVE: [BUY TICKETS](#)
2025 NORTHERN MINNESOTA'S WOMEN'S EXPO: MAY 10TH
BABE'S BURNOUT CAR SHOW: JULY 12TH



From: Richard Spiczka <Richard.Spiczka@ci.bemidji.mn.us>
Sent: Thursday, April 17, 2025 12:36 PM
To: Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>
Cc: Meech, Luke S. <lmeech@otpc.com>; David Hansen <david.hansen@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Bobby Anderson <bbanderson@thesanfordcenter.com>; Jamin Carlson <Jamin.Carlson@ci.bemidji.mn.us>
Subject: RE: EV Charger at Sanford Center

CAUTION: EXTERNAL EMAIL - CONFIRM SOURCE

Thanks Sam. Just to be clear, I assume any concerns any City staff has have been vetted, answered or will be answered and we are comfortable with it?

Thanks

Rich Spiczka
City Manager
City of Bemidji
317 4th St NW
Bemidji, MN 56601
(218)-759-3565 (O)
(218)-766-8332 (C)
richard.spiczka@ci.bemidji.mn.us



From: Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>
Sent: Thursday, April 17, 2025 12:13 PM
To: Richard Spiczka <Richard.Spiczka@ci.bemidji.mn.us>
Cc: Meech, Luke S. <lmeech@otpc.com>; David Hansen <david.hansen@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Bobby Anderson <bbanderson@thesanfordcenter.com>; Jamin Carlson <Jamin.Carlson@ci.bemidji.mn.us>
Subject: RE: EV Charger at Sanford Center

Hey Rich,

After some discussion today, it sounds like converting up to 5 existing parking stalls in the "red" box below would be the best option for everyone for a potential EV charging station. 3 total charging spots.

Luke is going to provide a site plan drawing to check our boxes, but any agreement/approvals stuff we'd funnel through you either as the City or BEDA rep.

If I'm missing anything from anyone, just chime in.



Thanks,

Sam Anderson, P.E. | City Engineer/Director of Public Works | City of Bemidji
218-333-1851 | sam.anderson@ci.bemidji.mn.us

From: Richard Spiczka <Richard.Spiczka@ci.bemidji.mn.us>

Sent: Monday, April 14, 2025 9:23 AM

To: Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>; David Hansen <david.hansen@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Bobby Anderson <bbanderson@thesanfordcenter.com>

Cc: Meech, Luke S. <lmeech@otpc.com>

Subject: EV Charger at Sanford Center

Good day all. I know we have an intertwined oversight of the grounds over at the Sanford Center. Otter Tail Power would like to add an EV charger over there.... See email below. Can you guys coordinate who should be involved and set up some times to look over options out there?

Luke Meech, their contact is copied on this email.

Thanks

I have availability on the following dates.

4/16 Wednesday – 8:00 am – 2:00 pm

4/17 Thursday – 8:00 am – 2:00 pm

Station Details:

Qty 2 - Direct Current Fast Chargers – ABB 180 kW , 200 amp output (CHAdeMO/CCS , CCS/CCS)

Qty 1 - Level 2 – BTC 16.8 kW single port (J1772)

Thank You,



Luke Meech
Customer Technology Specialist
Retail Energy Solutions

218-739-8274

otpc.com



**AGREEMENT BETWEEN OTTER TAIL POWER COMPANY
AND LANDOWNER FOR THE INSTALLATION, OPERATION,
AND MAINTENANCE OF CHARGING STATION FACILITIES**

This agreement, by and between, _____,
(whether individually or collectively, hereafter “**Landowner**”), and **Otter Tail Power Company**,
a Minnesota corporation, of 215 South Cascade Street, Fergus Falls, Minnesota, 56537,
(hereafter “**OTP**”), for the Installation, Operation, and Maintenance of Charging Station
Facilities, is made on _____, 20____, (hereafter the “**Agreement**”). Collectively,
Landowner and OTP are referred to hereafter as the “**Parties**.”

Landowner, having sole authority to enter into this Agreement with OTP, and OTP
seeking to enter into this Agreement for the installation and operation of an electric vehicle
charging station(s) on Landowner’s property, enter this Agreement in accordance with the
following provisions:

DEFINITIONS

1. Electric Vehicle: a motor vehicle that is able to be powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electrical current, and meets or exceeds applicable regulations 49 CFR 571 and successor requirements. Electric vehicle includes neighborhood electric vehicles, medium-speed electric vehicles, and plug-in hybrid electric vehicles.
2. Electric Vehicle Supply Equipment: Equipment used for delivering energy to an electric vehicle.
3. Electric Vehicle Service Connection: Traditional utility infrastructure to deliver power from the utility distribution system to the meter, which may include cable, conductors, conduit, transformer, and the meter.
4. Electric Vehicle Supply Infrastructure: Infrastructure necessary to deliver power from the meter to the Electric Vehicle Supply Equipment, which may include an electric panel, cable, conduit, etc.
5. Charging Station Facilities: The combination of Electric Vehicle Supply Equipment, Electric Vehicle Service Connection, and Electric Vehicle Supply Infrastructure, are referred to as the “Charging Station Facilities” unless otherwise qualified in this Agreement.
6. Landowner: The undersigned person, entity, or authorized representative of the undersigned person or entity, who legally owns the Premise described in **Exhibit A** to this Agreement.
7. Premise: The property described in **Exhibit A** to this Agreement owned or occupied by the Landowner where the Charging Station will be installed.

8. Installation Date: The date when the Electric Vehicle Supply Equipment is first put in service.
9. Easement: The Easement is that certain document entitled “Easement for Charging Station” by and between Landowner and OTP, incorporated herein for reference.
10. Charging Station Agreements: The Charging Station Agreements are this Agreement and the Easement.
11. Easement Term: The Easement Term is the initial term of the Easement.
12. Easement Area or Easement Locations: Used interchangeably herein, the “Easement Area” or “Easement Locations” will be the land legally described in **Exhibit B** of the Charging Station Agreements.

RECITALS

1. The purpose of this Agreement is to facilitate the land rights necessary for the Parties to provide Charging Station Facilities on the Premise described in this Agreement.
2. The Parties acknowledge that the Charging Station Agreements do not create an affirmative duty for OTP to install Charging Station Facilities on the Premise, unless said duty arises from the terms and conditions stated in the Charging Station Agreements.
3. Therefore, it is the intent of the Parties to execute the Charging Station Agreements to provide a mechanism for securing an easement in favor of OTP to install, operate, and maintain Charging Station Facilities on the Premise.

TERMS

1. **Use of Premise**. The Landowner agrees that OTP or third party selected by OTP may install and operate Charging Station Facilities on the Premises and that such use includes OTP’s sale or provision of electricity to Electric Vehicles operated by members of the public. Landowner shall maintain the Premise and Easement Area in good condition at the Landowner’s expense for the duration of the Easement Term.
2. **Condition of Premise**. Landowner has examined and knows the condition of the Premise and agrees that it is suitable for OTP’s needs and is in good repair and condition.
3. **Term**. This Agreement shall expire upon the expiration of the Easement or any extension thereof, or unless sooner terminated under the provisions of the Charging Station

Agreement. In addition, OTP reserves the right to terminate this Agreement without reason or cause. Termination of this Agreement shall also result in the termination of the Easement and the current owner of said Easement shall make appropriate filings with the county office in which the Easement Area is situated to effectuate said termination. The Landowner understands and agrees that no claim for lost profits or any other damages related to the removal of the Charging Station shall be brought against OTP to recover said damages.

4. **Term Length.** The Agreement length is for a minimum of five-years. If either party wishes to discontinue the agreement at the completion of the five-year time period, they must notify respective parties within 60 days of agreement expiration. The agreement will continue to automatically renew for additional five-year term(s) if neither party notifies respective parties of wishes for discontinuation.
5. **Consideration.** The consideration for the Easement and this Agreement is hereby acknowledged by Landowner.
6. **Easement Area.** The Easement Area will be located in one, or more than one, of the locations legally described in **Exhibit B** attached to this Agreement. The Easement Area as described in Exhibit B may require surveying, site design, and documents to be drafted at a later time. Landowner acknowledges that by signing this agreement, surveying, and site construction for EVSE equipment can be completed while Easement area is drafted and will be signed by Landowner within six months of EVSE operation.
7. **Design and Selection.** Any decisions regarding the selection, design, purchase, lease, assignment, use, and operation of the Charging Station Facilities or any part of the Charging Stations Facilities, and any contractor performing the work, shall be at the sole discretion of OTP, or its successors and assigns.
8. **Successors and Assigns.** Landowner authorizes OTP to freely assign the Charging Station Agreements and any other rights OTP obtains from Landowner in and unto the Premise including any fixtures or improvements. In addition, OTP shall have the right to assign all or any portion of the Charging Station Agreements on either an exclusive or nonexclusive basis to one or more entities. The scope of the assignment shall be interpreted to be expansive and for purposes relating to the ongoing operation and maintenance of the Charging Station Facilities. Said scope of the assignment shall be within the reasonable discretion of OTP. Except as otherwise specifically provided herein, the Charging Station Agreements shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Parties hereto. Any such assignee or tenant shall be liable to perform obligations under the Charging Station Agreements only for and during the period such assignee or tenant directly holds such interest or absolute title. Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee or tenant. The Charging Station Agreements shall burden the Premise and shall run with the land.

9. **Landowner Transfers.** Landowner shall have the right to transfer Landowner's interest in all of the Premise to any person or entity provided there is a concurrent transfer and/or assignment and assumption of Landowner's rights and obligations under the Charging Station Agreements.
10. **Landowner Obligation to Obtain Further Land Approvals.** Landowner represents and warrants that if the Landowner does not own the Premise in fee, the Landowner shall obtain any required approvals from property owners, landlords, and/or corporate offices to install the Charging Station Facilities on the Premise and provide written evidence of such approvals to OTP upon request.
11. **Compliance with Government Entities.** OTP will obtain all necessary approvals, permits, licenses, or other third-party authorizations for the installation and operation of the Charging Station Facilities and for any upgrades to the Charging Station Facilities. Any authorizations, on terms and conditions satisfactory to OTP in OTP's sole discretion, are conditions precedent to OTP's obligation to install and operate the EVSE or any Charging Station Facilities. If at any time, OTP is unable to obtain said authorizations, then OTP may cancel this Agreement, provided written notice is given to the Landowner as set forth in Section 21, and the Easement shall become null and void. Landowner agrees to remain in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards necessary for the operation of the EVSE.
12. **Unfettered Access.** Landowner has the legal authority to authorize unfettered access for ingress and egress to the EVSE. Further, Landowner agrees that the EVSE will be visible and accessible for use by its primary users (*e.g.*, employees, residents, public, etc.) except for safety and/or maintenance purposes. The EVSE must always be publicly accessible.
13. **No Interference with Operation of EVSE.** Landowner further agrees not to impede, inhibit, or place any obstructions within the Easement Area without the prior express written approval from Grantee, nor to perform any act which will interfere with or endanger the Charging Station Facilities. Grantor hereby grants to Grantee the right to remove any obstructions that may interfere with the Charging Station Facilities within the reasonable discretion of OTP. Landowner further gives OTP the right to trim or remove any tall or leaning trees that are located adjacent to the Charging Station Facilities which may interfere with or otherwise endanger the Charging Station Facilities by falling thereon or by otherwise striking the Charging Station Facilities. Landowner reserves the right to cultivate, use and occupy the areas in and adjacent to the Charging Station Facilities in a manner that is not inconsistent with Grantee's rights granted herein.
14. **Duty to Report and Allow Repairs and Maintenance.** Landowner agrees to comply with OTP for the continued maintenance, or distribution system upgrades, for the Charging Station Facilities. Landowner will notify OTP of needed service repairs to the Charging Station if Landowner becomes aware of needed service repairs. Further, Landowner will notify OTP of any vandalism or user-caused damage to the Charging Station. For a period no longer than the Easement Term, or any extension thereof,

Landowner will provide OTP with access, and allow OTP to inspect the Charging Station Facilities. Except for the responsibilities of OTP described in the Charging Station Agreements, Landowner will rectify any issues that OTP identifies during that period. OTP will fund, install, and maintain any necessary distribution system upgrades at the discretion of OTP for the Charging Station Facilities on the Premise.

15. **EVSE Removal or Relocation.** If Landowner wishes for removal of EVSE equipment and discontinuation of agreement or wishes to relocate EVSE equipment on premise and continue agreement OTP must be notified in both instances. OTP will conduct review and determine cost of removal or relocation that may be passed on to landowner.
16. **Property Taxes and Assessments.** OTP is responsible for paying all tax liability imposed as a result of having the Charging Station Facilities on the Premise including real property taxes and assessments for public improvements levied on the Premise during the term of the Easement or while the Charging Station is otherwise in operation. For the avoidance of doubt, OTP's responsibility for paying taxes under this Section 14 shall be limited to that portion of taxes or assessments tax directly attributable to the value of the Charging Station Facilities on the Premise.
17. **Insurance.** OTP shall, at its own cost and expense, maintain commercial general liability insurance, insuring against claims for bodily injury, death or property damage occurring in or about the Easement Area, with limits of at least one million dollars, for bodily injury and property damage. OTP may make claim on any policy of insurance that it shall carry with respect to fire or other casualty for inventory or equipment which OTP owns or leases on the Premise, and Landowner shall have no obligation to insure or indemnify OTP for loss or damage to property of OTP.
18. **Damage.** **If damage occurs to equipment on premise during lawn care, snow removal, or any human error. OTP may make a claim to recover cost of damages from damaging party. If property owner is not directly involved with damaging party, OTP will cover all cost associated with pursuing cost recovery. If OTP is unable to recover cost from damaging party and damage was not caused by premise owner or premise business. The premise owner or premise business is not responsible for covering cost.**
19. **Indemnification.** OTP agrees to indemnify and hold Landowner harmless against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by OTP's construction, operation or removal of the Charging Station Facilities on the Premise, except to such extent damages, injuries or death are caused or contributed to by the negligence or willful misconduct of Landowner or Landowner's tenant, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages from improving the Easement Area, or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Premise occupied by, or otherwise attributable to the installation of Charging Station Facilities pursuant to this Agreement. Landowner will defend,

indemnify and hold harmless OTP for, from and against liability for physical damage to property and for physical injuries of death to OTP or its tenants, invitees, contractors or the public, to the extent caused by the operations, activities, negligence or willful misconduct of Landowner or its invitees, permittees or tenants.

20. **Waiver of Subrogation.** Landowner and OTP hereby release each other from and covenant that neither shall be liable to the other, the other's insurance carrier or carriers, or anyone claiming under or through the other for all liability for loss or damage whatsoever occasioned to property owned by said Parties, which is caused by, or might be incident to, or may be the result of, fire or any other casualty against loss for which either party is covered by fire, extended coverage or other insurance policies, to the extent of such coverage, regardless of the cause or origin of such loss or damage, specifically including the negligence of the other party, the other's agents, employees, invitees or guests; provided, however, that this waiver shall apply only when it will not exclude or reduce any benefits which would otherwise be payable under any policy of insurance.
21. **Destruction of Premise.** If the Easement Area is damaged or destroyed by fire or other casualty so as to make the Easement Area untenable, and if notice of such damage or destruction is not given within 60 days of the date of such damage or destruction, either party may, upon the expiration of said 60-day period by notice to the other party, terminate this Lease as of the date of damage or destruction.
22. **Inconsistency between Documents. Resolution in Favor of this Agreement.** In the event of any conflict or inconsistency between the provisions of the Easement, and the provisions of the Agreement, the Agreement shall control. Nothing in the Easement shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the Parties under the Agreement.
23. **Subordination.** (a) **Past Encumbrances.** As of the last dated signature of this Agreement, OTP's rights under this Agreement are, and shall always be, subordinate to the lien of any mortgage or mortgages recorded against the Premise, provided, however, so long as OTP is not in default under the terms of this Agreement, OTP may continue in possession of the Easement Area in accordance with the terms hereof. (b) **Future Encumbrances.** Grantor shall have the future right to mortgage, lease, or otherwise encumber the Premise only if such mortgage, lease or encumbrance is subordinate to the rights of the Grantee under the Charging Station Agreements.
24. **Notice.** All notices ("Notice") to a party pursuant to this Agreement must be in writing and shall be sent by United States Mail (first-class); personal delivery; or overnight courier services. For purposes of giving notice hereunder, the addresses of the parties, until changed as hereinafter provided, are the following:

Grantor:

Grantee:

Otter Tail Power Company
115 South Cascade St.
Fergus Falls, MN 56537
Attn: Land Rights Department

Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier shall be deemed given on the date of delivery or refusal to accept delivery

25. **Surveys and other Information.** Landowner agrees to participate in OTP surveys related to its experience with the Charging Station, Electric Vehicle drivers, etc.
26. **Privacy.** Information collected by OTP regarding the Landowner or customer may be used internally by OTP and may be made available on an aggregated basis to government entities of the state where the Premise is located, and other third Parties as deemed appropriate by OTP but consistent with applicable data privacy rules.
27. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Landowner and OTP, it being understood that the sole relationship created hereby is one of contract. The Charging Station Agreements shall establish the rights and duties of the Parties contained therein.
28. **Cumulative Rights.** No right or remedy herein conferred on or reserved to Landowner or OTP is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law or in equity or by statute.
29. **Company Logos and Signs.** Landowner agrees to allow OTP to incorporate company logos or other branding to the Easement Area for its Charging Station. The Landowner will not use OTP's name or branding otherwise without express written authorization from OTP. It is also agreed that OTP may install and maintain upon the Easement Area suitable signs, and that the OTP shall have the right to remove all such signs installed at OTP's expense from the Premise within sixty (60) days after the termination of the Agreement, provided that said removal be accomplished without damage to the Premise.
30. **Amendment, Modification, or Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or Parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

31. **Accuracy of Information Provided.** Landowner agrees to provide all required documents and represents and warrants that the information submitted by Landowner is true, complete, and accurate.
32. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
33. **Entire Agreement.** Except for the remainder of the Charging Station Agreements this Agreement and any Exhibits incorporated into this Agreement, contain the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Agreement or unless mutually agreed to in writing between the Parties, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.
34. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.
35. **Minnesota Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 20____.

GRANTOR

Date: _____ 20____

**OTTER TAIL POWER COMPANY
GRANTEE**

Jason Grenier
Manager, Retail Energy Solutions

Date: _____ 20____

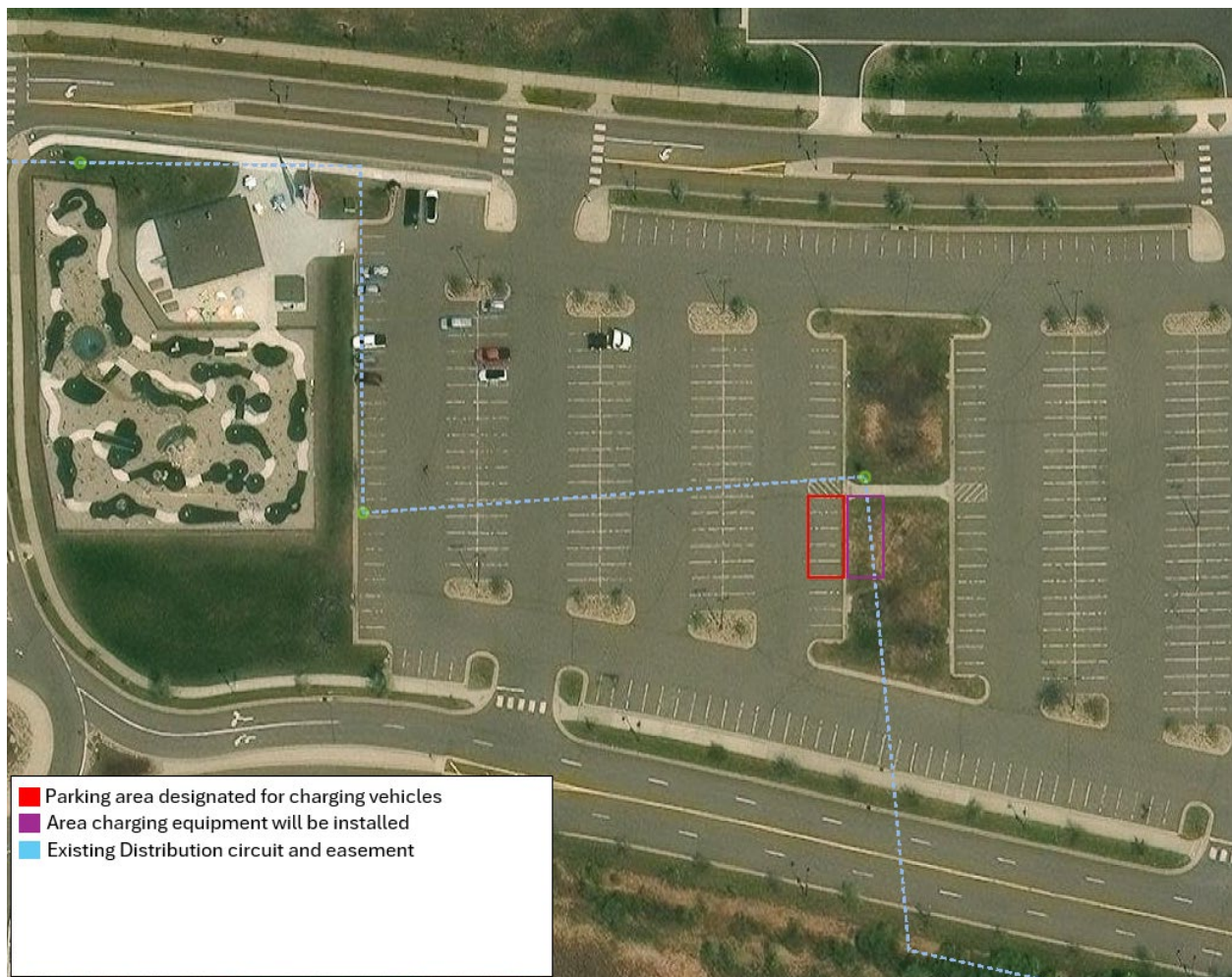
Stuart Tommerdahl
Manager Regulatory and Retail Energy Solutions

Date: _____ 20____

*AGREEMENT BETWEEN OTTER TAIL POWER COMPANY AND LANDOWNER FOR THE INSTALLATION,
OPERATION, AND MAINTENANCE OF CHARGING STATION FACILITIES*

EXHIBIT A

THE PREMISE

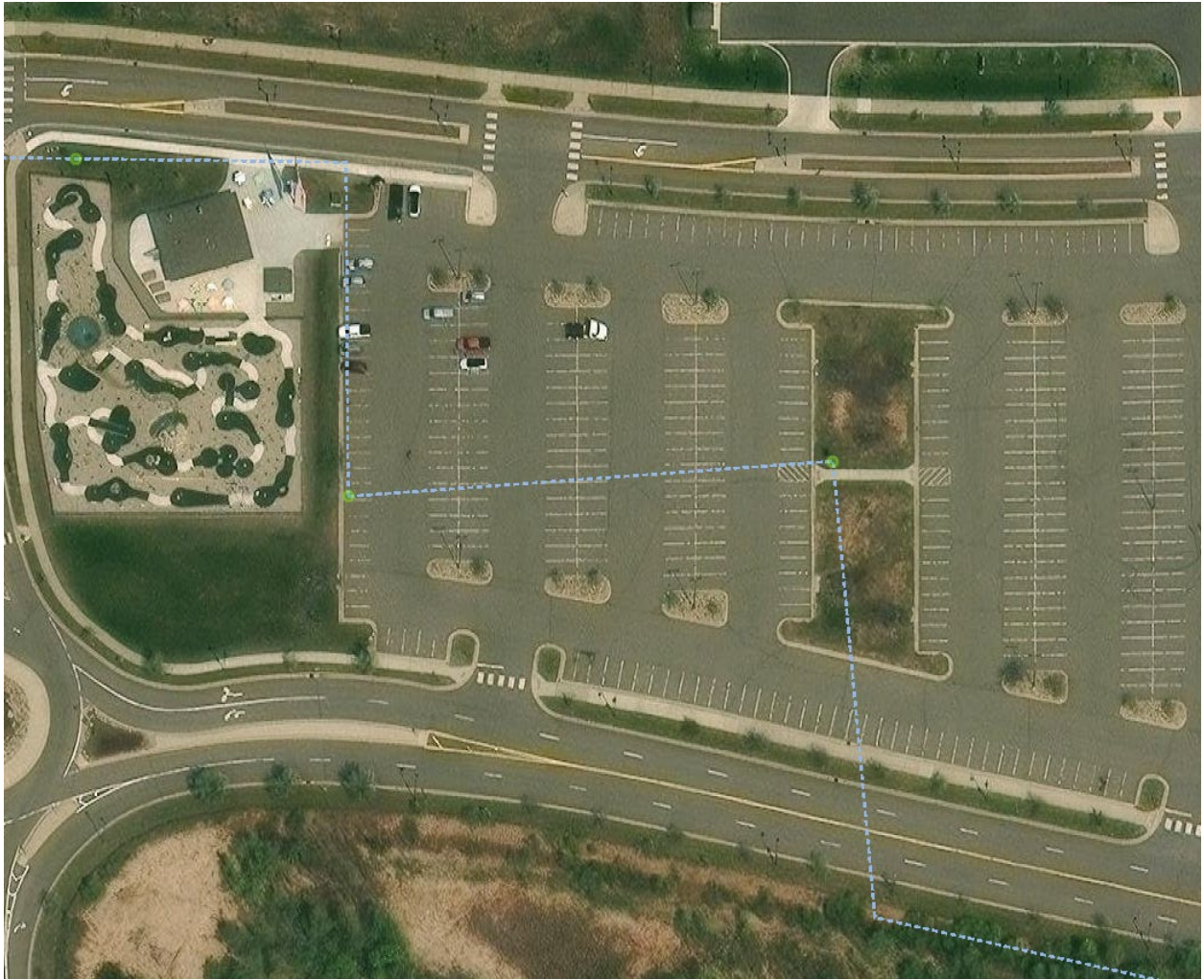


*AGREEMENT BETWEEN OTTER TAIL POWER COMPANY AND LANDOWNER FOR THE INSTALLATION,
OPERATION, AND MAINTENANCE OF CHARGING STATION FACILITIES*

EXHIBIT B

EASEMENT AREA OR EASEMENT LOCATIONS:

**NO NEW EASEMENT REQUIRED: EXISTING EASEMENT 10 FEET ON EACH SIDE OF THE
CURRENT DISTRIBUTION CIRCUIT.**



*AGREEMENT BETWEEN OTTER TAIL POWER COMPANY AND LANDOWNER FOR THE INSTALLATION,
OPERATION, AND MAINTENANCE OF CHARGING STATION FACILITIES*

BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY

Special Meeting Agenda **Monday, February 10, 2020**

City Hall
5:30 P.M.



1. CALL TO ORDER
2. BEDA STATUS AND AUTHORITY
3. REVOLVING LOAN FUND USE
4. 2021 LEVY AUTHORITY/DISCUSSION
5. HOUSING DATA ANALYSIS AND REVIEW
6. BUSINESS RETENTION AND EXPANSION SURVEY
7. ADJOURN

WORKSESSION AGENDA ITEM



Meeting Date: February 10, 2020

Action Requested: Review of BEDA Issues

Prepared By: Steve Jones, Community Development Director

Reviewed By: Nate Mathews, City Manager

Discussion: Bemidji Economic Development Authority Discussion Items:

- 1) BEDA Status and Authority
- 2) Revolving Loan Fund Use
- 3) 2021 Levy Authority/Discussion
- 4) Housing Data Analysis and Review
- 5) **Business Retention & Expansion Survey**

Finance: BEDA has taxing (and borrowing) authority as well as access to a Revolving Loan Fund.

Recommendation: Discussion

Attached: Staff Generated Information to Aid Discussion:

- 1) BEDA Review and Recommendations
- 2) "Draft" Data Analysis and Housing Review (Pending Studies)



Bemidji Economic Development Authority (BEDA)

REVIEW

AND

RECOMMENDATIONS

January 2020-Community Development Department

ATTACHMENTS

- 1) Enabling Ordinance and Bylaws
- 2) What an EDA can do.
- 3) Taxing Authority and Amounts
- 4) Review of Cities Between 13,000 & 20,000 in Population
- 5) EDA Items to Consider

Enabling Ordinance and Bylaws

ORDINANCE NO. 87, SECOND SERIES

ENABLING ORDINANCE ESTABLISHING AN
ECONOMIC DEVELOPMENT AUTHORITY UNDER
MINNESOTA STATUTES, SECTIONS 469.090 TO 469.108

WHEREAS, Minnesota Statutes, Sections 469.090 to 469.108 (the "EDA Act"), authorizes cities to establish Economic Development Authorities ("EDA") with specified powers and obligations to promote and to provide incentives for economic development; and

WHEREAS, the City Council of the City of Bemidji, Minnesota (the "Council") has determined that it is in the best interest of the City of Bemidji, Minnesota (the "City") to establish an EDA in order to preserve and create jobs, enhance its tax base, implement certain housing initiatives, to promote the general welfare of the people of the City and to assume primary responsibility for development activities within the City; and

WHEREAS, the Council has provided public notice and conducted a public hearing on October 2, 1989, concerning the establishment of an EDA and has fulfilled all other legal requirements for the establishment of an EDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BEMIDJI ORDAINS:

1. The Bemidji Economic Development Authority (the "BEDA") is hereby established pursuant to Section 469.091, subdivision 1 of the EDA Act.

2. The BEDA shall have all of the powers, rights, duties, and obligations confirmed on economic development authorities by Section 469.090 to 469.108, including the powers of a city granted by the Municipal Development District Act, Minnesota Statutes, Sections 469.124 to 469.134 and of housing and redevelopment authorities granted by the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047.

3. It is the intention of the Council, by adoption of this enabling ordinance, to grant to the BEDA the powers set forth in paragraph 2, while at the same time leaving unaffected by this action all powers of the City. Specifically, the City shall retain all powers necessary to carry out all development activities not hereby transferred to the BEDA.

4. That pursuant to Section 469.094 of the EDA Act, the powers and scope of activities of the Housing and Redevelopment Authority in and for the City of Bemidji (the "HRA") shall as of the effective date of this ordinance be limited as follows:

(a) The powers of the HRA shall be restricted to those necessary to carry out management of existing HRA-owned low income housing, the administration of existing housing assistance contracts, and the performance of its obligations under existing agreements with Beltrami County;

(b) The HRA shall enter into no new contracts or agreements (except to renew or extend existing contracts or agreements) or undertake any activity not described by Section 4(a), above, without formal approval of the Council;

(c) On or before each May 1, commencing May 1, 1989, the HRA shall submit its budget to the City Council pursuant to the provisions of Section 469.100, subdivision 2 of the EDA Act.

5. The BEDA shall be governed by a board of commissioners ("Commissioners") consisting of the members of the Council. The terms of the Council Commissioners shall coincide with their terms of office as members of the Council in that such term shall expire with the expiration of the Council term being served at the time of their appointment.

6. In accordance with Section 469.100, subdivision 2 of the EDA Act, the BEDA shall annually submit its budget to the Council

for approval by the Council. Within thirty (30) days of appointment and continuation of the first Board of Commissioners of the BEDA pursuant to paragraph 2 hereof, the Commissioners shall submit for Council approval a temporary budget covering the period from the date of such submittal until the following January 1st. The BEDA shall submit for approval of the Council a proposed budget for the following full calendar year and shall do so in accordance with Council directions. In addition, upon submittal of its proposed annual budget to the Council, the BEDA shall provide the Council an account of its receipts and expenditures as required by Section 469.100, subdivision 4 of the EDA Act.

7. The City Manager for the City shall act as the Executive Director of both the BEDA and the HRA and, in such capacity, shall act at the direction of the Commissioners of each; provided, however, that the City Manager shall hire such assistants as may, in his or her judgment, be required in order to perform the duties of this Section. Notwithstanding anything herein to the contrary, employees of the HRA, over whom this ordinance grants the City Manager supervisory responsibilities, shall remain employees of the HRA unless and until the Council transfers such employees pursuant to Section 469.094, Subdivision 3 of the EDA Act.

8. The City may provide such City staff to the BEDA as the BEDA may require; provided that the City may require reasonable reimbursement by the BEDA for costs associated with the provision of such staff; and provided further that nothing in this paragraph shall preclude the BEDA from hiring such personnel as the BEDA may from time to time determine.

9. Each year, within sixty (60) days of the anniversary date of the first adoption of this enabling ordinance, the BEDA shall submit to the Council its report regarding modification of this enabling ordinance as provided in Section 469.092, subdivision 3 of the EDA Act.

10. There is attached hereto as Exhibit "A" a list of municipal development districts created by the Council pursuant to Minnesota Statutes, Section 469.124 to 469.134 et. seq. and tax increment districts created by the Council pursuant to Minnesota Statutes, Section 469.174 to 469.179, or its predecessors, the control, authority and operation of which are hereby transferred to the BEDA. The BEDA shall accept the transfer of these projects and districts and shall pledge to perform the terms, conditions and covenants of all agreements outstanding with respect thereto.

11. There is attached hereto as Exhibit "B" a list of funds and accounts currently existing in the City which are hereby redesignated in the name of the BEDA and transferred to the ownership and control of the BEDA to be used in accordance with prior agreements and covenants of the Council and the EDA Act.

12. There is attached hereto as Exhibit "C" a list of agreements respecting the transferred districts and projects, the City's interests in which are hereby assigned to the BEDA and the terms, conditions and covenants of which shall be performed by the BEDA.

13. City officials and staff are hereby authorized and directed to execute such deeds, assigns, requisitions, directives, and agreements as may be necessary and appropriate to carry out the terms, conditions and intentions of this enabling ordinance.

14. Each Commissioner of the BEDA shall be paid for attending each regular or special meeting of the Board of Commissioners in accordance with the amount(s) set forth in City Code, Section 2.09, Subdivision 3. Reimbursement of expenses and cost of travel shall be paid in accordance with established City policy.

(15. Nothing shall prevent the City from modifying this enabling ordinance to impose limits on the powers of the BEDA or provide for other matters as authorized in the EDA Act or other law.

This ordinance shall become effective thirty days after publication.

First Reading: September 18, 1989

Second Reading: October 2, 1989

Third Reading: October 16, 1989

Passed: October 16, 1989

AYES: Peterson, Atwater, Given Amble, Zachman, Lind, Rossiter, Moen

NAYS: None

ABSENT: None

Delivered to Mayor: October 17, 1989

Returned by Mayor: October 18, 1989

APPROVED

Douglas E. Peterson
Douglas E. Peterson, Mayor

ATTEST:

Dorothy V. Boe
Dorothy V. Boe, City Clerk

EXHIBIT A

**(List of Municipal and/or Tax Increment Districts to be
transferred to BEDA)**

- 1) Tax Increment Financing District No. 1-1, Bemidji
Downtown Redevelopment District.

EXHIBIT B

(List of Funds and Accounts to be Transferred to BEDA)

Description:	Fund Number:
1) Federal CDBG - SCDP (Krause-Anderson)	202
2) Federal CDBG (SCDP - DIGIG)	203
3) Federal UDAG (Krause-Anderson) Funds	205
4) 1985 Tax Increment Bonds (Union Square)	376
5) 1987 Tax Increment Bonds	377

EXHIBIT C

(List of Agreements Respecting Transferred Districts, Projects and Funds, the City of Bemidji's Interest in which are hereby assigned to the BEDA)

- 1) Modified Tax Increment Financing Plan for Tax Increment Financing District No 1-1;
- 2) Small Cities Development Program (SCDP) Grant Agreement No. 16020201484/16020201485/16020201486 between the Minnesota Department of Energy and Economic Development and the City of Bemidji;
- 3) Agreement for loan of SCDP funds dated January 21, 1987, between Kraus-Anderson Inc. and City of Bemidji, including promissary note;
- 4) Urban Development Action Grant (UDAG) agreement No. B-83-AB-27-0121, between U.S. Dept. of Housing and Urban Development and City of Bemidji;
- 5) UDAG Loan Agreement dated January 20, 1987, between Kraus-Anderson Inc. and City of Bemidji, including promissary note;
- 6) Contract for Private Development, dated December 4, 1985, and the First Amendment to said contract dated February 10, 1987, between Kraus-Anderson, Inc. and the City of Bemidji;
- 7) First Combination Mortgage, Security Agreement and Fixture Financing Statement, dated January 20, 1987, and a promissary note of even date, from Kraus-Anderson Inc. to the City of Bemidji;
- 8) Second Combination Mortgage, Security Agreement and Fixture Financing Statement dated September 26, 1989 and a promissary note of even date, from Kraus-Anderson Inc. to the City of Bemidji;
- 9) Small Cities Development Program (SCDP) Grant Agreement No. 16020201085 between the Minnesota Department of Energy and Economic Development and the City of Bemidji;
- 10) Agreement for Loan of SCDP funds, dated August 12, 1986 between Digigraphics Systems Corporation and the City of Bemidji, including promissary note;
- 11) Sub-recipient Grant Agreement for Minnesota SCDP funds dated March 24, 1989, between the Joint Economic Development Commission (JEDC) and the City of Bemidji.

BYLAWS OF THE BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY
OF BEMIDJI, MINNESOTA

ARTICLE I - THE AUTHORITY

Section I. Name of Authority. The name of the Authority shall be the "Bemidji Economic Development Authority, in and for the City of Bemidji, Minnesota".

Section II. Seal of Authority. The seal of the Authority shall be in the form of a circular disc having engraved thereupon "Corporate Seal - Bemidji Economic Development Authority, Bemidji, MN".

Section III. Office of Authority. The offices of the Authority, hereinafter referred to as BEDA, shall be at City Hall in the City of Bemidji, State of Minnesota, and the BEDA shall hold its meetings in the Council Chambers at City Hall.

ARTICLE II - OFFICERS

Section I. Officers. The officers of the BEDA shall be a president, vice-president, a treasurer, a secretary, and an assistant treasurer.

Section II. President. The President shall preside at all meetings of the BEDA. Except as otherwise authorized by resolution of the BEDA, the President along with the Executive Director shall sign all contracts, deeds and other instruments made by the BEDA. At each meeting the President shall submit such recommendations and information as he or she may consider proper concerning the business, affairs, and policies of the BEDA.

Section III. Vice-President. The Vice-President shall perform the duties of the President in the absence or incapacity of the President; and in the case of the resignation or death of the President, the Vice-President shall perform such duties as are imposed on the President until such time as the BEDA shall select a new President.

Section IV. Secretary. The Secretary shall perform the duties of a secretary for the BEDA. The office of Secretary need not be held by a Commissioner.

Section V. Treasurer. The Treasurer shall:

- a. Receive and be responsible for Authority money;
- b. Be responsible for the acts of the Assistant Treasurer;
- c. Disburse Authority money by check only;
- d. Keep an account of the sources of all receipts, and the nature, purpose and authority of all disbursements; and
- e. File the Authority's detailed Financial Statement with its Secretary at least once a year at a time set by the BEDA.
- f. The Authority may assign one or all of the duties of the Treasurer, including the signing of checks of the Authority, to the Assistant Treasurer.

Section VI. Assistant Treasurer. The Assistant Treasurer shall have the powers and perform the duties of the Treasurer if the Treasurer is absent or disabled, or in the case of an assignment by the Authority, the Assistant Treasurer shall have those duties of the Treasurer so assigned. The office of Assistant Treasurer need not be held by a Commissioner.

Section VII. Executive Director. The Bemidji City Manager shall act as the Executive Director of the BEDA and shall have general supervision over the administration of its business and affairs, subject to the direction of the BEDA. The Executive Director shall co-sign, along with the Treasurer or Assistant Treasurer, all checks of the Authority.

Section VIII. Additional Duties. The officers of the BEDA shall perform such other duties and functions as may from time to time be required by the BEDA or the Bylaws or rules and regulations of the BEDA.

Section IX. Election or Appointment. The Authority shall elect the President, Treasurer and Secretary annually, at the annual meeting of the Authority as provided in Article III, Section I. The President, Treasurer and Secretary shall hold their respective office for one year or until their successors are elected and qualified.

The Vice-President and Assistant Treasurer shall, pursuant to their appointment, serve in the capacity of Vice-President and Assistant Treasurer until the expiration of their term of office as Commissioner or their resignation. A Commissioner may not serve as President and Vice-President at the same time. All other offices may be held by the same Commissioner.

Section X. Vacancies. Should the office of President, Vice-President, Treasurer, Secretary or Assistant Treasurer become vacant, the BEDA shall elect a successor at the next regular meeting, and such election shall be for the unexpired term of said office.

Section XI. Additional Personnel. The BEDA may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Municipal Economic Development Authority Law of Minnesota applicable thereto. The selection and compensation of such personnel shall be determined by the BEDA subject to the laws of the State of Minnesota.

ARTICLE III - MEETINGS

Section I. Annual Meeting. The annual meeting of the BEDA shall be held in January of each year, immediately following the first regular City Council meeting in January, at the regular meeting place of the BEDA. In the event such date shall fall on a legal holiday, the annual meeting shall be held on the next succeeding secular day.

Section II. Regular Meetings. Monthly meetings may be held without notice at the regular meeting place of the BEDA on the First and Third Mondays of each month, at 7:30 o'clock p.m., unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day.

Section III. Special Meetings. Special meetings of the BEDA may be called by the President, or two members of the BEDA for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered at any time prior to the time of the proposed meeting to each member of the BEDA or may be mailed to the business or home address of each member of the BEDA at least two (2) days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the BEDA are present at a special meeting, any and all business may be transacted at such special meeting.

Section IV. Quorum. The powers of the BEDA shall be vested in the Commissioners thereof in office from time to time. The majority of all Commissioners shall constitute a quorum; however, a smaller number may adjourn from time to time. When a quorum is in attendance, action may be taken by the BEDA upon a vote of a majority of the Commissioners present.

Section V. Order of Business. The BEDA shall determine its own rules and Order of Business, but shall endeavor to utilize the following Order of Business.

- a. Roll Call;
- b. Reading and approval of the minutes of the previous meeting
- c. Bills and communications;
- d. Report of the Executive Director;
- e. Reports of Committees;
- f. Unfinished business;
- g. New business;
- h. Adjournment.

All resolutions shall be in writing.

Section VI. Manner of Voting. The voting and all questions coming before the BEDA shall be by roll call, and ayes and nays shall be entered upon the minutes of such meetings.

ARTICLE IV. - AMENDMENTS

Amendment to Bylaws. The bylaws of the BEDA shall be amended only with the approval of at least three of the members of the BEDA at a regular or special meeting.
BE IT RESOLVED BY THE COMMISSIONERS OF THE BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY OF BEMIDJI, MINNESOTA:

1. That the following individuals are elected as officers of the BEDA and are hereby authorized to perform the duties and powers of their respective offices.

1. President - Mayor Douglas E. Peterson
2. Vice-President - Henry C. Rossiter, Mayor Pro-tem
3. Secretary - Shirley Kubian, City Clerk
4. Treasurer - Bruce Atwater, Councilmember
5. Assistant Treasurer - Dale Page, City Finance Officer

2. That the duties of the Treasurer are hereby assigned and delegated to the Assistant Treasurer.

Dated: December 21, 1992

ATTEST:

Shirley J. Kubian
Secretary

Douglas E. Peterson
President

CITY OF BEMIDJI

ORDINANCE NO. 289, 2ND SERIES

AN ORDINANCE AMENDING ORDINANCE NO. 87, 2ND SERIES
ESTABLISHING AN ECONOMIC DEVELOPMENT AUTHORITY

THE CITY OF BEMIDJI DOES ORDAIN:

Section I. Ordinance No. 87, 2nd Series, "Enabling Ordinance Establishing an Economic Development Authority under Minnesota Statutes, Sections 469.090 to 469.108" is hereby amended as follows:

By amending section 7 to read:

7. The City Manager for the City shall act as the Executive Director of the BEDA and, in such capacity, shall act at the direction of the Commissioners provided, however, that the City Manager shall hire such assistants as may, in his or her judgement, be required in order to perform the duties of this Section.

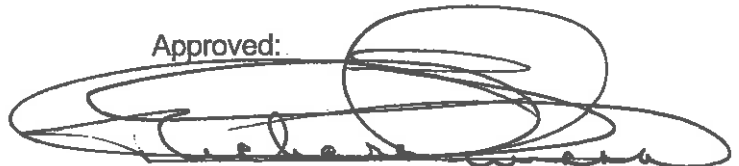
Section II. This ordinance shall become effective thirty (30) days after its passage and publication according to law.

Ayes:	Moen, Lehmann, Downs, Johnson, Erickson, South
Nays:	None
Absent:	Zachman
First Reading:	March 5, 2001
Second Reading:	March 19, 2001
Third Reading & Passed:	April 2, 2001

Attest:


Shirley J. Sherman, City Clerk

Approved:


Richard Lehmann, Mayor

COUNCIL AGENDA ITEM

DATE December 29, 2000

SUBJECT AMENDMENT TO BEDA BYLAWS

REQUESTED BY CITY MANAGER

COUNCIL ACTION REQUESTED

Approve an amendment to Article IV of the BEDA Bylaws.

BACKGROUND

Article IV of the BEDA Bylaws names the President, Vice-President, Secretary, Treasurer and Assistant Treasurer. Inasmuch as these officers are appointed each year and are subject to change, it is recommended that the Bylaws be amended as follows:

ARTICLE IV - AMENDMENTS

Amendment to Bylaws. The bylaws of the BEDA shall be amended only with the approval of at least three of the members of the BEDA at a regular or special meeting.

BE IT RESOLVED BY THE COMMISSIONERS OF THE BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY OF BEMIDJI, MINNESOTA:

1. That officers of the BEDA are elected annually at the annual meeting to be held in January of each year, and are hereby authorized to perform the duties and powers of their respective offices.
2. That the duties of the Treasurer are hereby assigned and delegated to the Assistant Treasurer.

RECOMMENDATIONS

Amend the BEDA Bylaws as proposed.

What An EDA Can Do

Bemidji EDA (BEDA)

The Bemidji EDA (BEDA) was established in 1989. Under the establishing resolution it *“has been determined that it is in the best interest of the City of Bemidji, Minnesota to establish an EDA in order to preserve and create jobs, enhance its tax base, implement certain housing initiatives, to promote the general welfare of the people of the city and to assume primary responsibility for development activities within the city.”*

The city granted the EDA all rights and duties as established by state statutes for an EDA and also granted it HRA powers as allowed under state statutes. The resolution also limited actions of the existing HRA to what was already in place (subject to review by the city council if it wanted to expand).

What our EDA can do:

- 1) Establish and define EDA Districts.
- 2) Acquire Property by lease, purchase, gift, device, or condemnation.
- 3) The EDA may sign option agreements to purchase, sell or lease properties.
- 4) The EDA has Eminent Domain authority.
- 5) The EDA may enter into contracts.
- 6) The EDA may enter into construction agreements and contracts.
- 7) The EDA may join in as a Limited Partner in a corporation.
- 8) The EDA may acquire easements.
- 9) The EDA may buy supplies and materials.
- 10) The EDA may accept public land, money, grants or gifts.
- 11) The EDA may build, lease or sell public facilities.
- 12) The EDA may act as agent for other local, state or federal political bodies.
- 13) The EDA may take part in studies, analysis or research.
- 14) The EDA can under public relations activities.
- 15) The EDA may take part in other economic development activities, including land development.
- 16) The EDA may issue bonds, and bond anticipation notes.
- 17) The EDA can take part in transactions in the “Secondary” market.
- 18) The EDA can, with some limits and stipulations, take part in seed and venture capital projects.
- 19) The EDA has all powers granted to an HRA (Housing and Redevelopment).
- 20) The EDA can levy a tax for the EDA (and HRA).

Example of what other EDAs have done:

- 1) Supply loans to businesses (Revolving Loan Funds are an example.)
- 2) Apply for and receive grants.
- 3) Loan and grant funds.
- 4) Build Community Facilities and operate or lease back to cities or other public entities, (examples include pools, city halls, parking lots, community centers, senior centers, schools, etc.)
- 5) Build, operate, rent, lease, and sell multi-family and single family residences.
- 6) Acquire, demolish, and rebuild properties.
- 7) Create and administer programs such as down payment assistance funds/loans, fix-up loans or grants, or downtown rejuvenation projects.
- 8) Create, finance, and build residential, commercial or industrial developments.

Taxing Authority and Amounts

469.107 CITY MAY LEVY TAXES FOR ECONOMIC DEVELOPMENT AUTHORITY.

Subdivision 1.City tax levy.

A city may, at the request of the authority, levy a tax in any year for the benefit of the authority. The tax must be not more than 0.01813 percent of estimated market value. The amount levied must be paid by the city treasurer to the treasurer of the authority, to be spent by the authority.

Subd. 2.Reverse referendum.

A city may increase its levy for economic development authority purposes under subdivision 1 in the following way. Its city council must first pass a resolution stating the proposed amount of levy increase. The city must then publish the resolution together with a notice of public hearing on the resolution for two successive weeks in its official newspaper or if none exists in a newspaper of general circulation in the city. The hearing must be held two to four weeks after the first publication. After the hearing, the city council may decide to take no action or may adopt a resolution authorizing the proposed increase or a lesser increase. A resolution authorizing an increase must be published in the city's official newspaper or if none exists in a newspaper of general circulation in the city. The resolution is not effective if a petition requesting a referendum on the resolution is filed with the city clerk within 30 days of publication of the resolution. The petition must be signed by voters equaling five percent of the votes cast in the city in the last general election. The election must be held at a general or special election. Notice of the election must be given in the manner required by law. The notice must state the purpose and amount of the levy.

469.191 CONTRIBUTIONS TO REGIONAL OR LOCAL ORGANIZATIONS.

A home rule or statutory city or town described in section 368.01, subdivision 1 or 1a, may appropriate not more than \$50,000 annually out of the general revenue fund of the jurisdiction to be paid to any incorporated development society or organization of this state for promoting, advertising, improving, or developing the economic and agricultural resources of the city or town.

ESTIMATED TAXING AUTHORITY OF BEDA

With a taxable valuation at \$874 Million, and the rate of 0.01813, if the EDA wanted to tax in the future, they have the authority to do this (with city authorization) up to $(.00018183 \times \$874,000,000 = \$158,456)$.

Review of Cities Between 13,000 & 20,000 in Population

Cities 13,000 to 20,000 in Population

City	Population	EDA	Tax
Willmar	19,673	city/county	\$535,000
Stillwater	19,404	n/a	n/a
Hopkins	18,605	HRA	\$367,000
Sartell	18,428	no	no
St. Michel	17,892	yes	\$150,000
Albert Lea	17,647	yes	income from rentals
Anoka	17,543	yes	no
Otsego	17,357	yes	no
Ham Lake	16,464	yes	no
Red Wing	16,414	Port Authority	n/a
Buffalo	16,315	EDA/HRA	\$261,735
Hibbing	15,944	yes	\$105,177
Bemidji	15,404	yes	no
Hugo	15,008	yes	no
Robbinsdale	14,448	EDA/HRA	\$210,717
Hutchinson	13,979	yes	\$189,133
N. Mankato	13,919	Port Authority	\$75,000
Sauk Rapids	13,879	no	no
Fergus Falls	13,845	yes	\$150,000
Monticello	13,747	EDA/HRA	\$355,000
Alexandria	13,746	regional	YES-n/a
Vadnais Heights	13,596	EDA Corp.	n/a
Marshall	13,530	yes	\$135,000
Brainerd	13,465	yes	\$124,351
Worthington	13,271	yes	Likely in 2021
New Ulm	13,237	yes	\$117,000
Mounds View	13,188	yes	\$100,000
Rogers	13,154	yes	Likely in 2021

EDA Items to Consider

BEDA ITEMS TO CONSIDER

Items to Consider:

- 1) Consider expansion of the uses of the revolving loan fund.
- 2) Consider donating part of the revolving loan fund to the EDA for non-loan uses.
- 3) Consider use of taxing authority: The EDA has taxing authority of up to 0.01813 X taxable value. With a taxable value of \$874,000,000 the EDA could levy a tax of \$158,456 in 2021 and beyond.
- 4) Transition city payment for economic services to the BEDA (example Greater Bemidji.)
- 5) Use city staff (Community Development Director) as day to day EDA staff. Use part of EDA levy to repay city for the services.

Possible Initial Budget (with EDA tax)

\$158,456	2021 EDA Tax Levy
-\$30,000	Greater Bemidji Annual Contribution (Save General Fund \$30,000)
-\$33,000	1/3 Community Development Dir. Cost (Save General Fund \$33,000)
\$95,456	2021 Remaining Revenues
\$250,000	Initial Contribution to EDA from Revolving Loan Fund
\$345,456	Initial 2021 Usable Funds (Could do some in 2020)

Possible Projects for EDA in 2020/2021

Expand uses of RLF with BEDA oversight

Housing Study (Needed for further grant applications)

Buy-downs for Sanford Center Concerts

Ice Bumper Car Loan to Sanford Center (repaid from revenues)

Land/Lot acquisition/demolition in key areas (value added with sac/wac buy downs)

Grant Projects (Downtown Fix up or Prosper Bemidji Grants matching grants)

Small Loan Programs (seed money, start up, small fix-up)

Coordination with new Bemidji Community Foundation

Small Cities Grant Assistance

Small key acquisitions/relocation assistance in Railroad Corridor

Other studies/surveys

MRCTI Sponsorship (Fall 2020 Conference)

Sponsorships of Annual Industrial Conference/Luncheon (Thank You)

True BRE Program

CEU Sponsorship/Training for Realtors and Contractors

Assistance to Arts Commission

Help with Grant Writing

Social Media Assistance

CITY OF BEMIDJI
DATA ANALYSIS AND HOUSING REVIEW



Compiled by the Bemidji Community Development
Department with assistance from Greater Bemidji Joint
Powers Board Staff and Volunteer Reviewers.

Funded by: City of Bemidji and the Beltrami County Economic Development Fund

(Sources: US Census, Data USA, Rent Data, MNCOMPASS, Homefacts, City Data,
GPAJPB, Bemidji Chamber of Commerce, Beltrami County, City of Bemidji, GPAJPB
Comprehensive Plan, State of Minnesota)

2/1/2020

Version 1.0

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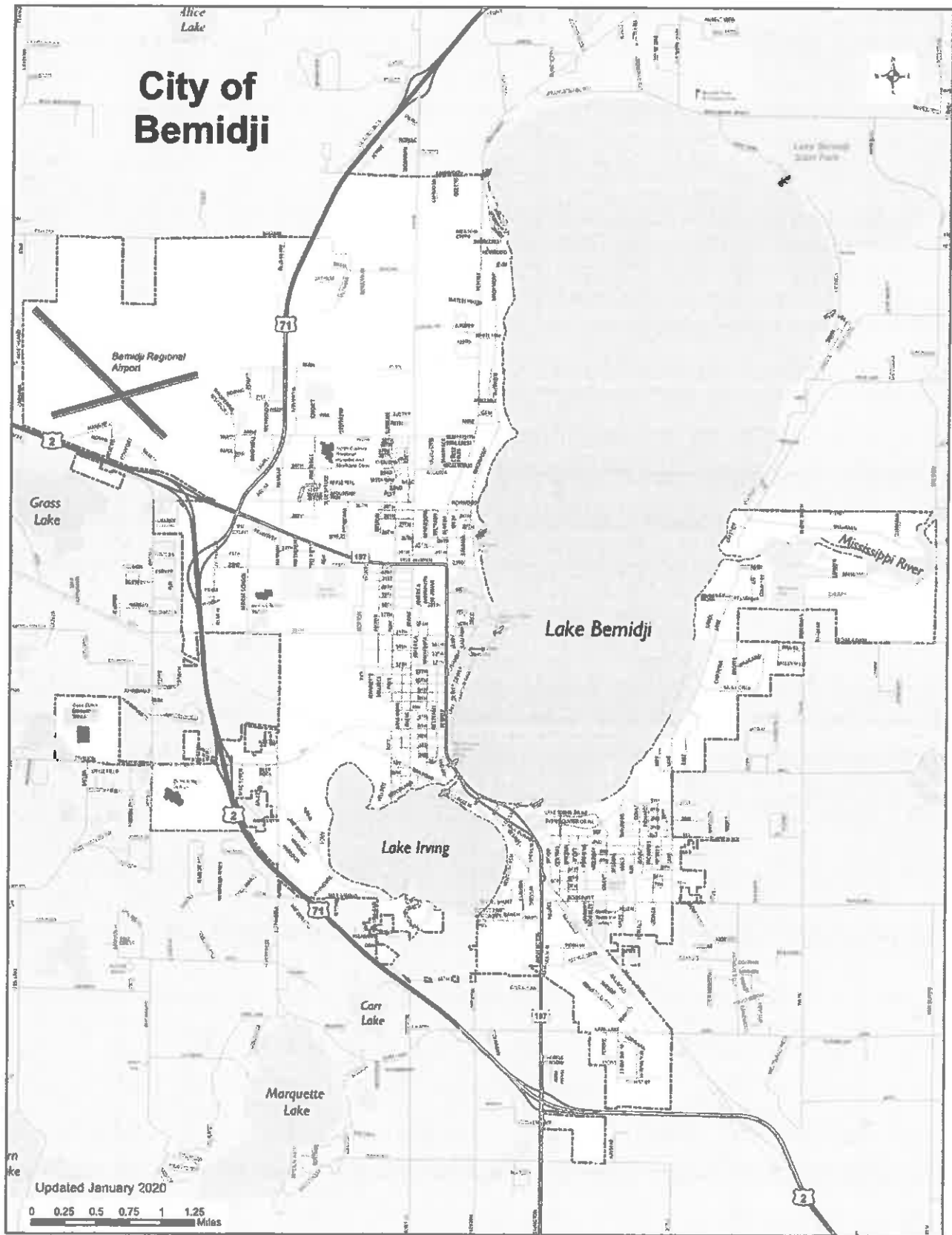
- 1) Location and Market Area Definition (Map of Bemidji), Pages 3 and 4
- 2) General Information, Pages 5 and 6
- 3) Population and Household Information, Pages 7 and 8
- 4) Statistical Review, Pages 9 and 10
- 5) Housing Units and Construction Data, Pages 11 and 12
- 6) Other Studies/Information, Page 13
- 7) Executive Summary, Pages 14 and 15
- 8) Possible Strategies to Reach Housing Goals, Pages 16 and 17
- 9) Addendum (Surveys - Pending) Pages 18 - ?

LOCATION AND MARKET AREA DEFINITION

Study Area

The study area for this review is the City of Bemidji. Northern and Bemidji Townships, as well as other areas, have a profound effect on the city, and much of the new development spills over onto those areas, but for purposes of this “Data Analysis and Housing Study”, more current information was available for the city itself and that was where we focused our review. Once the 2020 U. S. Census is completed, and that data is available (late 2021), revisions may be made to this review and incorporated into its conclusions. For now we will assume what is happening in the City of Bemidji is happening in adjacent areas.

Bemidji is the largest city in Beltrami County, in northern Minnesota, United States. According to the United States Census Bureau the 2018 estimated total population for Bemidji was 15,404, making it the largest commercial center between Grand Forks, North Dakota and Duluth, Minnesota. Bemidji houses many local, county, state, and Federal services, including Native American services such as the Indian Health Service and Northwest Indian Community Development Center. The City is a border city to, and the central hub of the Red Lake Indian Reservation, White Earth Indian Reservation and the Leech Lake Indian Reservation. Bemidji lies on the southwest shore of Lake Bemidji, the northernmost lake feeding the Mississippi River and is called "The First City on the Mississippi." Bemidji is home to Bemidji State University (BSU); hockey, curling, ice fishing and skiing which are important winter sports; and Bemidji is the “fictionalized” birthplace of Paul Bunyan. Bemidji has an expansive parks system, and is a tourist destination during the summer months. Approximately 65,000 people live within 30 miles of Bemidji, and 165,000 within 60 miles.



GENERAL INFORMATION

History

Bemidji, the First City on the Mississippi, is a place with a unique and diverse history. The first residents of the Bemidji area in recorded history were Native Americans who settled in northern Minnesota following the retreat of the glaciers around 10,000 years ago. The receding glaciers left behind a relatively smooth landscape with numerous lakes, bogs, and moraines. These land features resulted in a natural environment rich in wildlife and plant diversity.

By the late 1600s, members of the Dakota Tribe were living in the area of present-day Bemidji. The westward migration of the Ojibwe in the 1700s precipitated the movement of the Dakota further west and south, into the areas where many live today.

In the late 1800s, Ojibwe elder and spokesperson Shaynowishkung was living with a band of about fifty people on the south shore of Lake Bemidji. Shaynowishkung was born near Inger, Minnesota, around 1834, and was a Pillager Indian of what was then known as the Cass Lake Band of Chippewa.

Bemidji Township was surveyed in 1874 and organized in 1896, twenty-four days after the village of Bemidji was chartered, and is the oldest township in the county. Beltrami County was created on February 28, 1866.

When the fur trade declined in the mid-to-late 1800s, timber took dominance in the region. Lumber barons invested millions of dollars in timber claims between 1874 and 1897. They sent timber appraisers, known as cruisers, to claim the best stands of White and Norway Pine.

In 1898, Bemidji was named the county seat, and the Great Northern Railroad arrived.

In July 1903, Thomas Shevlin and Elbert Carpenter opened Crookston Sawmill #1 on the south shore of Lake Bemidji. They hired 450 mill workers and ran a 24-hour operation. Lumber production was Bemidji's major industry; then disaster struck in a series of sawmill fires in the 1910s and 1920s. By then, most of the logging in the north forests was done.

Unveiled on January 15, 1937, to kick off the a Winter Carnival, the Art Lee created story about Paul Bunyan and Babe the Blue Ox was recreated by the Bemidji Rotarians in the statutes of Paul Bunyan and Babe the Ox, and have become the second most photographed statues in the United States, surpassed only by Mount Rushmore.

With the end of the timber industry the city morphed into a regional trade, education, transportation and commercial center.

Parks and Recreation

Bemidji is home to many parks and outdoor events. Bemidji is near Chippewa National Forest, Itasca State Park, Lake Bemidji State Park, Big Bog State Recreation Area, and state forest areas. Bemidji has 400 lakes within 25 miles (40 km), 500 miles (800 km) of snowmobile trails and 99 miles (160 km) of cross country ski trails, as well as miles of multi-use trails such as the Paul Bunyan State Trail and a trail around Lake Bemidji. Many people utilize these amenities to ice fish, ski, or snowmobile.

Art in the Park takes place each year, as does other events such as the Dragon Boat Races, Bemidji Polar Days, also known as Winterfest, the Paul Bunyan Triathlon. The Winter Carnival and the Minnesota Finlandia Ski Marathon.

Geography

According to the United States Census Bureau, the city has a total area of 14.14 square miles (36.62 km²), of which 12.92 square miles (33.46 km²) is land and 1.22 square miles (3.16 km²) is water. Four-lane U.S. Route 2, U.S. Route 71, and Minnesota State Highway 197 are three of the main routes in the City. Minnesota State Highways 89 and 371 are nearby.

Climate

Bemidji has short, warm summers and long, severe winters. The average mean annual temperature in Bemidji is 37.3 degrees Fahrenheit. The coldest month is January with an average daily high of 16 degrees and an average daily low of -4 degrees. The warmest month is July with an average daily high of 79 degrees and an average daily low of 57 degrees. The average annual humidity is 47%. The average annual snowfall is 41.1 inches and the average annual rainfall is 23.8 inches. Lake Bemidji generally freezes over in November, and ice goes off the lake in April.

POPULATION AND HOUSEHOLD INFORMATION

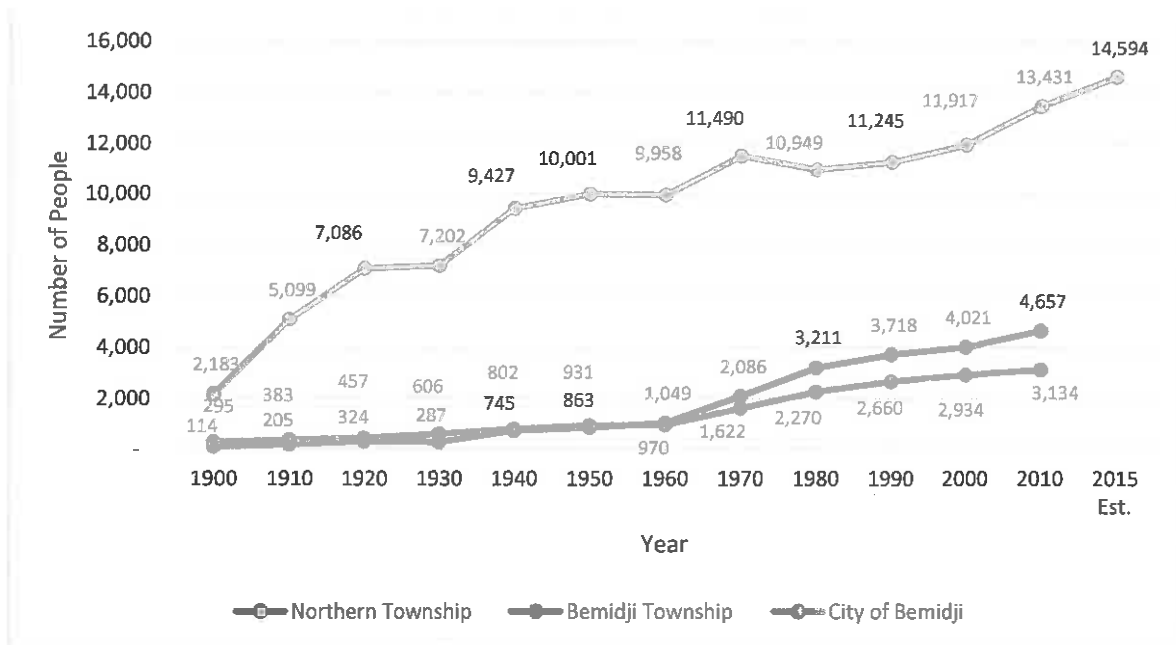
Demographics

A study of demographics is included in the GBAJPB comprehensive plan and is being used to provide information as to whether a community is growing, the age and gender status of the population, and to identify trends that can help a community plan for its future.

Population Trends

According to the 2010 Census count, the population for the Greater Bemidji Area was 21,734.

Chart 1: Population of Greater Bemidji Area, 1900-2015



Source: (U.S. Census Bureau, Decennial Census, 2010); (State Data Center of Minnesota, n.d.)

Table 1 compares the growth or decline in the Greater Bemidji Area's population to Beltrami County and the State of Minnesota.

Table 1: Greater Bemidji Area, County and State Population Comparison 1900-2015

Year	City of Bemidji		Bemidji Township		Northern Township		Beltrami County		State of Minnesota	
	Number	% Change	Number	% Change	Number	% Change	Number	% Change	Number	% Change
1900	2,183	-	295	-	114	-	11,030	-	1,751,394	-
1910	5,099	133.6%	383	29.8%	205	79.8%	19,337	75.3%	2,075,708	18.5%
1920	7,086	39.0%	457	19.3%	324	58.1%	27,079	40.0%	2,387,125	15.0%
1930	7,202	1.6%	606	32.6%	287	-11.4%	20,707	-23.5%	2,563,953	7.4%
1940	9,427	30.9%	802	32.3%	745	159.6%	26,107	26.1%	2,792,300	8.9%
1950	10,001	6.1%	931	16.1%	863	15.8%	24,962	-4.4%	2,982,483	6.8%
1960	9,958	-0.4%	970	4.2%	1,049	21.6%	23,425	-6.2%	3,413,864	14.5%
1970	11,490	15.4%	1,622	67.2%	2,086	98.9%	26,373	12.6%	3,804,971	11.5%
1980	10,949	-4.7%	2,270	40.0%	3,211	53.9%	30,982	17.5%	4,075,970	7.1%
1990	11,245	2.7%	2,660	17.2%	3,718	15.7%	34,384	11.0%	4,375,099	7.3%
2000	11,917	6.0%	2,934	10.3%	4,021	8.1%	39,650	15.3%	4,919,479	12.4%
2010	13,431	12.7%	3,134	6.8%	4,657	15.8%	44,442	12.1%	5,303,925	7.8%
2015*	14,594	8.7%	-	-	-	-	45,672	2.8%	5,489,594	3.5%

Source: (U.S. Census Bureau, Decennial Census, 2010); (State Data Center of Minnesota, n.d.)

POPULATION UPDATE

YEAR	BEMIDJI	BEMIDJI TWSP	NORTHERN TWSP	BELTRAMI COUNTY
2018	15,366 (+5.3%)*	3,499 (+12%)	4,128 (-13.4%)*	46,847 (+2.6%)

*Annexation from Northern Township to the City of Bemidji is a factor.

POPULATION PROJECTION

(Based on a population increase of .007% per year, plus annexation in 2020.)

2019	15,474 (108 people)
2020	16,132 (108 people) +550 people due to annexation
2021	16,244 (112 people)
2022	16,358 (114 people)
2023	16,473 (115 people)

BEMIDJI MINNESOTA STATISTICS

As of July 2019 (Sources US Census, Data USA, Rent Data, and MNCOMPASS, Homefacts, City Data, GPAJPB, State of Minnesota)

Please Note: In many cases the statistic show a stark contrast with state and national averages, but it is because we are unique. The community has a large university presence and close proximity to three Native American communities, as well our location is a northern regional center. Annexation also plays a role in our differing statistics.

Population: 15,474 for 2019 (13,431 in 2010) over 500 will be added in 2020 due to annexation.

Median Age: Bemidji: 28.9 State Average: 37.9 National Average: 37.7

Households: Bemidji: 6,122 (2.13 persons per household)

State Average: 2.49 National Average: 2.60

Household Income: Bemidji: \$34,112 (per capita \$21,871)

State Average: \$65,599 (per capita \$36,245)

National Average: \$63,179 (per capita \$33,706)

Living in the same household one year ago: Bemidji: 70.7%

State Average: 85.7 National Average: 89%

Poverty Rate: Bemidji: 27.2% (2017 = 24.5%) ***7.6% fall below 50% of poverty line***

State Average: 9.69% National Average: 12.3%

Poverty Rate (Children): Bemidji: 21.4%

State Average: 11.3% National Average: 16.2%

Owner Occupied Homes: Bemidji: 45.1 (47% in 2017 and 47.4 in 2016)

State Average: 71.6% National Average: 79.36

Average Gross Rent: Bemidji: \$764.00

State Average: \$944 National Average: \$1,082

Average Housing Costs w/mortgage: Bemidji: \$1,121

State Average: \$1,547 National Average: \$1,483

Average Housing cost without a mortgage: Bemidji: \$443

State Average: \$520 National Average: N/A

Average Property Values: Bemidji: \$131,500 (\$125,300 in 2016)

State Average: \$224,000 National Average: \$231,000

Mean Transportation Time to work: Bemidji: 14.4 minutes (13.3 in 2017)

State Average: 20 minutes National Average: 23.5 minutes

Population Density (Per Square Mile): Bemidji: 1,023

State Average: 62 National Average: 91

Number of Employees: 7,038 (up 3.08% from 2017 or 212 jobs added)

Unemployment Rate: Bemidji: 4.0%

State Rate: 3.3% National Rate: 3.9%

Rentals by Those Above and Below the Poverty line:

76.7% of people with incomes below the poverty line rent

37.9% of people with incomes above the poverty line rent

Rental Vacancy Rates: Bemidji is estimated to have about a 2% vacancy rate. Available data shows vacancy rates may vary from zero to 2.6%. There are an average of 400 non-occupied residential units during part of the year, but many are seasonal or vacant due to BSU student rental patterns, so these units are not likely universally available for others. **A 5% vacancy rate is considered optimal.**

State Average: 4.01% National Average: 6.18%

Average Fair Market Rents: (Sources Rent Data, US Census and Beltrami County)

	<u>Studio</u>	<u>1-Bdrm</u>	<u>2-Bdrm</u>	<u>3-Bdrm</u>	<u>4-Bdrm</u>
Beltrami County	\$518	\$603	\$794	\$1,047	\$1,076
Minnesota	\$538	\$629	\$803	\$1,088	\$1,234

Bemidji Housing Units Data (2013-2017 MNCOMPASS/US Census)

Total Housing Units	6,406	
Owned and Rental Housing		
Vacant-Including Seasonal	423	6.60%
Occupied	5,983	93.4
Avg. Size	2.14	
Owner Occupied	2,812	47%
Renter Occupied	3,171	53%
Year Built		
2000 or later	1,241	19.40%
1970-1999	2,255	35.20%
1940-1969	1,934	30.20%
1939 or earlier	976	15.20%
Total Households (2013-2017)	5,983	
Households by Type		
Family	2,997	50.10%
Non-Family	2,986	49.90%
Year Moved into Unit		
2010 or later	3,389	56.60%
2000-2009	1,339	22.40%
1990-1999	575	9.60%
1980-1989	278	4.60%
1979 or earlier	402	6.60%
Cost Burdened Households*		
ALL	2,375	40.30%
Owner Occupied	637	22.70%
Renters	1,738	56.40%

**When 30 percent or more of monthly gross income is dedicated to housing.*

**CITY OF BEMIDJI
CONSTRUCTION/DEMOLITION
INFORMATION
2015 TO 2019**

YEAR	SINGLE FAMILY	MULTI-FAMILY	DEMOLITION
2015	52	42 (3 Units)	4
2016	30	246 (6 Units)	9
2017	11	29 (1 Unit)	6
2018	13	30 (3 Units)	5
2019	<u>21</u>	<u>0</u>	<u>2</u>
TOTALS	127 (25.5/year)	347 (68.4/year)	33 (6.6/year)

127 + 347 = 474 Units – 33 (demo) = 441 (88.2 net gain per year)

OTHER STUDIES/INFORMATION

Railroad Corridor Project: In 2017 the City of Bemidji commissioned Maxfield Research and Consulting to review the development potential of the railroad corridor site. Their study reviewed the potential for the site, and concluded that the community could support the construction of up to 34 townhomes (built out in three phases), a 40 unit “affordable/market rate” apartment complex, and a 60 unit “higher end” apartment project, for a total of 134 units. As of early 2020 none of these units have been built, but work continues on site clean-up and recruitment of a developer.

Vacancy Rates in Bemidji: (5% is considered a healthy vacancy rate.)

Estimated Bemidji Vacancy Estimate: From Zero to 2.6% (See below)

(Minnesota Avg. Vacancy Rate = 4.01%, National Avg. Vacancy Rate = 6.18%)

- 1) A 2012 Beltrami County Housing Study Shows a 1.2% vacancy rate.
- 2) A review of on-line rental agencies (Zillow, Trulia, Apartments.com and BestPlaces.net) show an average amount of vacancies in Bemidji of 45, with an estimated vacancy rate of 1.3% to 2.6%.
- 3) Homefacts.com stated that the effective rental vacancy rate in Bemidji was practically zero.
- 4) Comments from the Headwaters Regional Development Commission (HRDC) are that the existing conditions may not be much different than the 2012 Beltrami County Study (1.2% vacancy rate), and even though there has been growth and expansion, the need continues to climb.

EXECUTIVE SUMMARY

The City of Bemidji should expect an increase in population of 557 people over the next 5 years, or an average of 111 more residents each year.

To accommodate these additions: 111 people per year divided by 2.14 (average household size) = 52 units needed per year (Not including replacement or vacancy rate expansion.)

Taking into account existing trends we will need (per year):

24 Market rate units (homes or condos), owner occupied.

28 Low to moderate income rentals.

7 Mixed needs (home owner/rentals) due to demolition.

31 Additional Rentals (To reach a 5% vacancy rate in 5 years-2% now)

90 Total additional housing units needed per year for five years.

(Note: from 2015 to 2019 the City of Bemidji added 474 units (95 units per year), and lost 33 units, a net gain of 441 units, or an average 88.2 unit gain per year.

If population estimates are correct and the same trends continue, actual construction from 2015 to 2019 closely matches the estimated needs in the community for the next five years.

Items Not Reviewed or Addressed in this Review:

- 1) Homelessness Needs
- 2) Senior/Nursing Home/Assisted Living Needs
- 3) Other Special/Unique Populations (Hard to rent to populations)

Trends/Issues to Watch:

- 1) Joblessness rate is low and job opportunities in Bemidji are expanding at an average increase of 1.9% per year. In the next ten years job opportunities in Bemidji are expected to grow by 29.5%. Expansion in health care and associated industries (Sanford, New Veterans Home-120 employees, Delta Dental-150 employees) will continue to add employees, as will other sectors.
- 2) Possible BSU Student Decline. (BSU dropped from 5,136 students in 2018 to 4,898 in 2019).

- 3) Over the last five years market conditions have kept pace with need, but construction rates have fallen over the last three, and if this average continues it will not keep pace with future needs.
- 4) Timing of upgrades to the Waste Water Treatment Plant and the ability to handle the new waste from the expected increases in populations, housing, and industry, is expected to be an issue.
- 5) In reviewing the 2017 Maxfield Study, housing expansion since the study was completed has taken place at a lower rate in the last three years (35 units per year) than called out for in the study (65 units per year), but in the last five Bemidji has averaged 88 housing units constructed per year. Housing expansion does appear to have been slowing since the 2017 study (but the need continues to rise). Market rate multi-family construction has outpaced single family home construction from 2007 to 2017 (88%), and that trend continued into 2019. The Maxfield report in 2017 also noted a general anxiety among landlords that the rental market would “soften”, but that does not appear to have happened and rental vacancy rates appear to have remained very low.
- 6) Census data from the 2020 census will help us refine our needs, but that won’t be available until 2021, at the earliest.

POSSIBLE STRATEGIES TO HELP REACH HOUSING GOALS

1) Maximize Use of Existing Lots:

There are approximately 700 vacant lots available in Bemidji, some of which will be substandard in size or unbuildable. With combinations and redevelopment we estimate we would still have over 300 lots available. It is more efficient to use them than to expand into new areas, so we encourage further exploration into use of these lots.

- a) Publicize and educate builders and developers on the availability of lots
- b) Encourage use of the new GIS Department app to find these lots.
- c) Publicize the two year SAC/WAC moratorium on existing vacant lots.
- d) EDA or HRA could become more involved; acquire, demolish or build.
- e) Work with and encourage other agencies (HRDC, Habitat, BI-CAP, USDA) to use existing lots or marginal properties for new construction.
- f) Extend water and sewer into existing residential neighborhoods.
- g) Encourage strategic lots splits or recombinations, especially in areas where existing utilities are available or close by.
- h) Work to reduce development costs.
- i) Experiment with new (or older) building types.
- j) Review affordability of zoning requirements (setbacks, lot sizes, building sizes) and encourage use of tools such as PUDs or other zoning modifications.

2) Maintain Older Housing Stock:

- a) Encourage rehabilitation of existing stock of homes.
(Small Cities Grants, MHF, Rural Development, USDA, EDA, HRA, fix-up grant and low cost loan programs.)
- b) The EDA or HRA could acquire and rehabilitate older housing stock.

3) Work with builders to develop new subdivisions within Bemidji:

- a) Two developers are currently are talking to City staff about new developments; one has had a rezoning completed and is working on a plat.
- b) It is unlikely the major expansion of a subdivision would happen without use of tools like TIF or Tax Abatement by the city.

- 4) Continue to work on Railroad Corridor Project: Up to 134 Units, over a two to five year period. If no developer is found, possibly begin construction of the project in phases by the Bemidji EDA or HRA.
- 5) Target Low to Moderate Income Rental Units or First Time Home Buyers: A number of low income and efficiency units have been constructed, but a majority of the new construction is market rate. Over 50% of renters are considered cost burdened.
 - a) Work with other agencies to promote, subsidize or build new low to moderate income rental units or homes, including the Bemidji EDA and HRA.
 - b) Provide low cost loans or grants for acquisition or rehab of marginal housing units, or for new construction.
 - c) Consider construction of Market Rate Senior Housing as a strategy to open up existing housing stock to younger families. (Moves seniors from existing single family housing into congregate living, allowing existing homes to be sold to younger families.)
 - d) Offer deposit or last month rent guarantees to landlords in exchange for them renting to first time or hard to rent tenants.
- 6) Promote Employer Involvement in housing issues: Encourage larger employers to consider housing investment as part of an overall retention strategy for new or existing employees.
- 7) Monitor student, senior, homeless and other hard to place housing needs: There are specific unfilled needs existing in the community, but they require further study.
- 8) Staff: Aggressively pursue housing development assistance, grants and loans. Form alliances with other agencies (HRDC, BI-CAP, Counties, MMCDC, Northwest Minnesota Foundation). Continue with comprehensive rental inspection programs.

Associated Housing Issues: Jobs/Wage Rates, Transportation, Access to Services, Utility Costs, Deposits/Down Payments, Storage, Access to Community Services.

Addendum-Surveys

Two surveys were undertaken during the study, one with the Headwaters Landlord Association and the other with clients at the Northwest Indian Community Development Center (see attached examples).

Landlord Association Data: (Key Data Responses)

Average Estimated Vacancy Rates:

Average Age of Rentals:

Do you have a waiting list:

Key comments:

DRAFT

NWICDC Data: (Key Data Responses)

Have you moved in the last year:

How long have you lived in your current household:

How many bedrooms do you have:

Is this adequate:

Do you consider yourself housing secure:

Why:

Is finding an adequate place to live difficult:

Why:

Biggest issues with finding suitable housing:

Those spending more than 30% of income on housing costs:

Key Comments:

DRAFT



January 23, 2020

To: Headwaters Landlord Association Members

From: Steve Jones, Community Development Director

CITY OF BEMIDJI DATA ANALYSIS AND HOUSING REVIEW

The City of Bemidji is undertaking an in-house data analysis and housing review of rentals and other housing availability within the city limits of Bemidji. We would appreciate your assistance in answering the following questions.

Rental Questions:

How many rentals do you currently own or manage in Bemidji? _____

In your best estimation what is the average vacancy rate for these units? _____

How long, on average, does it take you to fill your rentals? _____

What is the average age of your rentals? _____

Do you keep a waiting list? _____

Home Sale Questions:

How many homes, peak month, are for sale in Bemidji? _____

Average Number of homes for sale in Bemidji: _____

What would be the average sales price in Bemidji? _____

Comments: (Please add any comments you think would be good for me to know about the rental or home sales market in Bemidji.)

Please return to: Steve Jones, Community Development Director, City of Bemidji

317 4th Street NW, Bemidji, MN 56601

Or email to: Steven.Jones@ci.bemidji.mn.us



HOUSING SURVEY

- 1) I live in the City of Bemidji_____ I live in Beltrami County_____ Other:_____
- 2) I rent_____ I own_____ Other_____
- 3) I have moved in the last year: YES_____ NO_____
- 4) How long have you lived in your current household:_____
- 5) How many bedrooms do you have ? _____ Is this adequate? YES_____ NO_____
- 6) Do you consider yourself "housing secure". YES_____ NO_____
- (If not, why do you feel insecure in your housing choice):_____
- 7) Is finding an adequate place to live difficult: YES_____ NO_____
- 8) If it is difficult, why? _____
- 9) My biggest issue with finding suitable housing is:_____
- 10) I spend less than 30% of my monthly income on housing costs_____
- I spend more than 30% of my monthly income on housing costs_____
- Other Comments:_____

+++++DETACH HERE+++++

THANK YOU FOR TAKING PART IN THIS SURVEY, EVERYONE TAKING PART IN THE SURVEY WILL HAVE A CHANCE AT ONE OF TEN \$25 GIFT CARDS. PLEASE FILL OUT THE FORM BELOW AND DETACH IT FROM THE SURVEY. GIVE IT, AND THE SURVEY, TO THE STAFF AT THE NWICDC.

THANK YOU!

Housing Survey Gift Card Drawing

Name:_____ Phone Number:_____

Address:_____



Bemidji Economic Development Authority (BEDA)

Business Retention and Expansion Survey

Why BEDA wants to do this survey:

- 1) Develop a clearer picture of the number and types of businesses operating in our community.
- 2) Gauge the workforce needs of our local businesses.
- 3) Identify companies that are planning expansions or undergoing contractions and offer assistance.
- 4) Anticipate and recognize any challenges that are threatening our local businesses.
- 5) Create an open dialogue between our businesses, BEDA and the City of Bemidji.

Date: _____

Business Name: _____

Primary Contact: _____

Address: _____ Phone Number: _____

Briefly describe your business operations: _____

How long has your business operated in Bemidji? _____

Is this its primary location? _____

If not, where is your business headquartered? _____

How many employee do you have: _____ Full-Time _____ Part-Time

Are you planning on adding employees in the next 12 months? ____ YES ____ NO ____ MAYBE

If yes, how many? _____

Any challenges to adding employees or other workforce issue? _____

Are you planning an expansion or capital investment in the next 12 months? _____

Are there any services or resources that would be beneficial to strengthening your business?

In the next 12 months do you expect your business to:

Increase _____ Stay the Same _____ Decrease _____

Considering everything, how would you rate this community as a place to do business?

Excellent _____ Good _____ Fair _____ Poor _____ Very Poor _____

Do you have any barriers to growth? _____

Do you have any concerns with service provided by the city? _____

Do you have any critical issues? _____

Any other comments you would like to share with us: _____

Thank you for taking part in our survey. Your answers will be confidential. We would like to contact you if you list any questions, comments or concerns. May we contact you? ____ YES ____ NO

Would you like a visit from city staff to discuss any issues? ____ YES ____ NO

Contact Information: Steven Jones, Community Development, City of Bemidji/BEDA, City Hall, 317 4th Street NW, Bemidji, MN 56265 218-759-3580 (work)

BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING MINUTES

Monday, February 10, 2020

Pursuant to due call and notice, a special meeting of the Bemidji Economic Development Authority (BEDA) of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, February 10, 2020, at 5:30 p.m. in the Council Chambers of City Hall, President Albrecht presiding.

Upon roll call, the following Commissioners were declared present: Albrecht, Meehlhause, Johnson, Rivera, Erickson, Thompson. Absent: None.

Staff Present: Nate Mathews, Alan Felix, Ron Eischens, Steven Jones, Michelle Miller

BEDA STATUS AND AUTHORITY, REVOLVING LOAN FUND USE, 2021 LEVY AUTHORITY/DISCUSSION, HOUSING DATA ANALYSIS AND REVIEW, BUSINESS RETENTION AND EXPANSION SURVEY

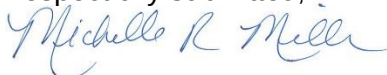
Jones provided history on the City's Bemidji Economic Development Authority (EDA) and the potential uses of an EDA. Jones also provided information on the city's ability to levy taxes for economic development authority. The estimated taxing authority for Bemidji is approximately \$158,000. He provided examples of cities of similar size that use EDA and/or taxing authority and how they use those dollars in their cities. Staff and members discussed possible uses of the revolving loan fund and EDA dollars for projects and loan programs.

Jones presented the City of Bemidji Data Analysis and Housing Review that was compiled by his department with the assistance from Greater Bemidji Joint Powers Board Staff and Volunteer Reviewers. The report will be continue to be updated when new information is available. The report outlines possible strategies to help reach housing goals in the community.

ADJOURN

There being no further business, motion by Meehlhause, seconded by Rivera, to adjourn the meeting. Motion carried. Meeting adjourned at 6:55 p.m.

Respectfully submitted,



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