

BEMIDJI CITY COUNCIL
Special Joint Meeting Agenda with
BELTRAMI COUNTY BOARD OF COMMISSIONERS
Monday, July 29, 2024

Sanford Event Center
George W. Neilson Convention Center
1111 Event Center Drive NE
5:00 p.m. – MEETING



| | Estimated Timeline |
|---|--------------------|
| 1. CALL TO ORDER / ROLL CALL | 5:00 P.M. |
| 2. WELCOME AND INTRODUCTIONS | 5:00 P.M. |
| 3. AIRPORT AUTHORITY JOINT POWERS AGREEMENT | 5:10 P.M. |
| 4. PAUL BUNYAN TRANSIT | 5:40 P.M. |
| 5. CANNABIS PERMITTING | 6:00 P.M. |
| 6. JUDICIAL DITCH #2 | 6:15 P.M. |
| 7. CITY COLLECTION OF GARBAGE AND RECYCLING | 6:30 P.M. |
| 8. JAIL PROJECT UPDATE | 7:00 P.M. |
| a. SCHEDULE | |
| b. PERMITTING | |
| c. CURRENT JAIL FACILITY | |
| 9. OPIOID FUNDING | 7:20 P.M. |
| 10. FUTURE MEETINGS | 7:40 P.M. |
| 11. ADJOURN | 8:00 P.M. |

MEMORANDUM



TO: Bemidji City Council and Beltrami County Board
FROM: Katie Nolting, Bemidji City Attorney
DATE: July 29, 2024
RE: Airport Authority Joint Powers Agreement Between the City and County

As discussed at the previous Council and Board meetings, the Airport Authority has made recommendations for amendments to the Joint Powers Agreement that governs the Airport Authority. Attached to this memo is the previous memo describing the proposed amendments from the Airport Authority, the Joint Powers Agreement as it currently stands, and the Joint Powers Agreement with the track changes. I have added the deletions into the body of the document on the track changes document to allow easier understanding of what is recommended for deletion.

As previously discussed, the only change I would advise need to be made is to the Airport Zoning, which is found in Subdivision 9. As discussed in the previous memo, this is due to the Custom Airport Zoning that is currently being reviewed by the Minnesota Department of Transportation.

RECOMMENDATION

The Council and Board collectively determine and approve which amendments to send to the Airport Authority Joint Powers Agreement in order to allow the Airport Authority to hold a public hearing on the amendments as required by the Joint Powers Agreement.

MEMORANDUM



TO: City Council
FROM: Katie Nolting, Bemidji City Attorney
DATE: July 15, 2024
RE: Airport Authority Joint Powers Resolution between City and County

With the Custom Airport Zoning Ordinance (Ordinance) officially being sent to the State Commissioner of Transportation for review and (hopefully) moving closer to approval, the Joint Powers Agreement (JPA) between the City of Bemidji (City) and Beltrami County (County) which created the Bemidji Regional Airport Authority (Authority) requires amending as to who would make up the Airport's Board of Adjustment and Appeal to comply with the Ordinance. The Authority then took the time to review the entire JPA, with the most recent version being passed in December of 2008, and has recommendations for additional amendments to the agreement. Attached to this memo is the most current JPA, and then a copy of the current JPA with the proposed amendments from the Authority.

Proposed Amendments to the Airport Authority JPA

Below is a summary of the proposed amendments recommended by the Authority of note:

Subd. 2 – these amendments memorialize how the positions have historically been filled for the tenure of the Authority's memory. The rotation between the City and County commissioners of the roles of vice-chair and secretary/treasurer has been successful thus far. The Authority is also recommending combining the positions of secretary and treasurer.

Subd. 3 – the addition of "and manage" clarifies the intent of the City and County for the Authority to also manage the airport property as allowed under Minn. Stat. 360.032 through 360.047 (with the exceptions listed in the agreement), and not just acquire it. This minor change makes it clear the Authority has the right to lease the airport property, particularly the real estate.

The other change is to which employees the Authority oversees. In the current JPA, the Authority oversees all Airport employees. The Authority determined it was more appropriate to oversee the executive director and director of operations, allowing the executive director to hire, oversee, and terminate (if and when necessary), all other Airport employees.

Subd. 8 – (1) The Authority recommends adding that any right the City reserves to develop more wells on Airport Property, and to expand, maintain and construct additions to its water treatment plant also be contingent on confirmation from the FAA that no airport grants will be effected.

(4) The recommendation changes is the Airport would no longer need to seek approval from the City and County for a private economic development on airport property that is compatible with airport operations. By removing this paragraph, this would allow the Authority to make the

determination if a private economic development is appropriate. The developer and/or Airport would still be required to comply with all City planning and zoning ordinances.

The other recommendation is adding the City and County may construct a government building on Airport property by mutual agreement of the City, County and Authority. The current language only requires the Authority's approval as to location and design of any government buildings or private developments.

Subd. 9 – This change is to comply with the Ordinance, if and when it goes into effect.

Subd. 10 - These changes in both A. and B. are both to align with the Ordinance, if and when it goes into effect.

Subd. 11 – The language added to this subdivision allows the Authority to appoint someone to perform the duties of executive director of the Airport if the executive director is not available or the office is vacant. This is due to the language that the executive director is appointed for an indefinite term, similar to the charter language of the city manager.

The other amendment is to allow the executive director oversight over the Airport employees who are not under the authority of the Authority.

Subd. 12 – the proposed amendments here are to remove that the Authority needs to consult with the Auditor and Finance Director prior to creating a budget format. There was also much discussion as to the date the budget should be completed. Ultimately, the Authority determined August 1, 2024 was appropriate.

Subd. 13 – the proposed amendments to this section are to allow any Authority member who is authorized to sign a check is able to sign. This is to allow if the secretary/treasurer is not at the meeting, the checks are still able to be signed.

Subd. 14 – the Authority determined it was appropriate that the audit for the Airport be given to both the City and County, once it is approved by the Authority. The Authority is not recommending the City and County need to approve the Airport audit, just that a copy be sent.

PROCESS

Pursuant to subdivision 17 the JPA, once an agreement has been reached on what the amendments should be, the amended JPA may be done by passing a new resolution or, if preferred, an agreement. However, prior to passing any resolution or agreement, the Authority is required to hold a public meeting for the purpose of gathering public comment on the proposed amended JPA.

Once that public meeting has taken place, then the City and County are required to hold at least one joint public hearing, with 10 days public notice of said public hearing.

**CITY OF BEMIDJI
RESOLUTION NO. 5537**

**COUNTY OF BELTRAMI, MINNESOTA
RESOLUTION NO. 08-12-50**

JOINT RESOLUTION CREATING AIRPORT AUTHORITY

A RESOLUTION AUTHORIZING AND DIRECTING THE CREATION OF AN AIRPORT AUTHORITY PURSUANT TO MINNESOTA STATUTES §§360.0425 to .0427., WITH SAID AIRPORT AUTHORITY EMPOWERED AS A SPECIAL TAXING DISTRICT TO ADOPT AND CERTIFY A PROPERTY TAX LEVY PURSUANT TO MINNESOTA STATUTES §275.066.

WHEREAS, the City of Bemidji, hereinafter referred to as the “City”, and the County of Beltrami, Minnesota, hereinafter referred to as the “County”, previously entered into a Revised Joint Powers Agreement, hereinafter referred to as the Revised Agreement, for the continued joint operation and maintenance of what is known as the Bemidji Regional Airport, and administered by the Bemidji Regional Airport Commission, hereinafter referred to as the “Commission”; and

WHEREAS, the City and County now desire jointly to avail themselves of recently enacted legislative authorization under Minnesota Statutes §§360.031 to .0427, to create an “Airport Authority” with all of the same powers as the Commission, with the exception of airport zoning authority, and, additionally, the power of an independent Special Taxing District with the authority under §275.066 to levy property taxes for airport purposes on a uniform jurisdiction-wide basis; and

WHEREAS, uniform county-wide tax levy authority, as well as potential multi-county levy authority, presents a fiscally responsible plan for furthering joint operation of the airport and the interests of the public served by the Bemidji Regional Airport, including residents of the City, the Greater Bemidji Area Community, Beltrami County and surrounding counties.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Beltrami County, Minnesota and the City Council of the City of Bemidji, Minnesota as follows:

Subdivision 1. **GENERAL PROVISION.** Unless directly in conflict with the terms of this joint resolution, the City and County will continue to operate what is known as the **Bemidji Regional Airport** under the terms of this joint resolution and the residual airport zoning authority extended under the terms of the previous Revised Agreement, as the same is amended from time to time.

Subdivision 2. AIRPORT AUTHORITY COMMISSION. Pursuant to Minnesota Statutes Sections 360.0425 to .0427, and Section 471.59, the City and County hereby create an airport authority for the purposes of acquiring, establishing, constructing, maintaining, improving, and operating the Bemidji Regional Airport. Furthermore, from the date of this Joint Resolution forward, the newly created airport authority shall hereafter be referred to as the “Bemidji Regional Airport Authority Commission”, or hereinafter the “Airport Authority or Authority”. The Airport Authority shall consist of five commission members, as follows: Two members appointed by the City Council, both of whom shall be members of the City Council; two members appointed by the County Board, both of whom shall be members of the County Board; and one lay member who is a resident of either the City or the County shall be mutually appointed for a three (3) year term by the City Council and the County Board. The City Council and the County Board appointees shall each be appointed for three year terms, and original and successive appointees shall serve until their successors are appointed and qualified. Terms shall be staggered so that the terms of approximately one-third of the commissioners expire each calendar year.

Commissioners shall receive no compensation for their services, but are entitled to payment for necessary expenses, including travel expenses, incurred in the discharge of the Commissioner’s duties.

The Authority shall meet at least once a month and shall keep minutes of all proceedings. At the first meeting of the Authority, which shall be its organizational meeting, the Commission, from its membership, shall elect a chair, a vice-chair, a secretary, and a treasurer.

A majority of the commissioners shall constitute a quorum for purposes of conducting business of the Airport Authority. Action may be taken by the majority vote of not less than a majority of the commissioners present, providing there is a quorum.

Subdivision 3. POWERS OF AUTHORITY. The Authority, except as hereinafter provided, shall have all of those powers granted under Minnesota Statutes Sections 360.032 to 360.047 to acquire necessary property to enlarge, improve, maintain, equip, operate and regulate the Airport and other air navigation facilities and airport protection privileges to be acquired, controlled and operated under this Joint Resolution. Rules and regulations provided for by Minnesota Statutes §360.038, Subd. 3, as the same may be amended from time to time, may be proposed by the Authority but shall be enacted only by the City Council and the County Board, pursuant to the provisions of Minnesota Statutes §360.042, as the same may be amended from time to time.

The Authority shall have authority to hire or retain all employees and professional services, including an executive director, a legal advisor, technical experts, independent accounting and audit services, and other employees, permanent

or temporary, that may be necessary in accomplishing the purposes for which the Authority was created.

Subdivision 4. **AUTHORITY TO LEVY PROPERTY TAX.** Pursuant to Minnesota Statutes §275.066, the Authority shall have the status of a Special Taxing District with the authority under §360.0427 to impose a property tax levy under and pursuant to the procedures set forth in sections 275.065 to 275.07.

Subdivision 5. **INCREASE OR DECREASE IN SIZE OF AUTHORITY.** The Authority may be increased in size or membership by the addition of other governmental entities if each of the additional entities and each of the governmental entities then participating as members of the Authority, adopt a joint resolution agreeing to the size and membership increase. Similarly, the Authority may be decreased in size if each of the participating governmental entities and the then participating Authority members consent to the change and make provisions for the retention or disposition of its assets and liabilities.

Subdivision 6. **DISSOLUTION OF AUTHORITY.** The Authority may be dissolved after payment of all debts and adoption of a joint resolution of the governing bodies of all the participating units of government. Before dissolution, the property of the Authority must be sold, transferred, or distributed as agreed to by the participating units of government. Any remaining funds must be distributed to the general funds of the participating units of government in proportion to their relative shares of the most recent levy.

SUBDIVISION 7. **CONTRIBUTION TO CAPITAL ASSETS.** The City and County, subject to qualifications hereinafter set out, shall contribute to the Authority the existing capital assets of the Bemidji Regional Airport, hereinafter referred to as the "Airport", and its facilities. The City and County shall lease to the Airport Authority the land currently developed and used as the Bemidji Regional Airport, provided that no lease shall extend for a term longer than the term of this Agreement, including any renewals thereof. If not already accomplished under the Revised Joint Powers Agreement (hereinafter, the "Revised Agreement"), the City shall convey to the County an undivided one-half interest in the land already developed and used as the Bemidji Regional Airport situated in Sections 30 and 31, Township 147 North, Range 33 West; and, in Sections 25 and 36, Township 147 North, Range 34 West.

Prospectively, in addition to the purpose of raising revenue for operational expenditures, the Authority may exercise its levy authority to raise revenue for future capital costs to further the construction, improvement and development of the Airport.

SUBDIVISION 8. **EXCLUSIONS AND SPECIAL CONSIDERATIONS.** The parties hereto agree that the following capital assets of the City continue to require special consideration:

- (1) The City presently owns, operates and maintains water wells, pump houses, a water distribution system and a well-field which are located on the Airport Property and within a defined Wellhead Protection Area. This water supply serves the City of Bemidji and a considerable portion of the surrounding Greater Bemidji Area Community. As such, the City reserves the right to develop more wells on the Airport Property and to expand, maintain and construct additions to its water distribution system on the Airport, provided such construction, addition or expansion does not materially interfere with airport runway safety or flight operations. For purposes of this Revised Agreement, the term "materially" shall mean physical interference with existing airport runway safety, as determined by Federal Aviation Administration (FAA) rules (whether or not the interference is temporary and including interference with lighting, radio or other electronic air navigation facilities), or physical interference with planned expansion and usage of airport runways as determined under the FAA rules. Development of new wells or expansion of the associated infrastructure and/or water distribution system on or within the airport property, shall require that timely notice of such proposed well construction and/or infrastructure expansion be provided to the Authority to ensure the Authority's review, assessment and recommendation that the proposed construction and/or expansion is in compliance with FAA rules respecting airport runway operations. Authority review, assessment and recommendation(s) shall occur prior to construction or implementation of any expansion. Should it be determined that a proposed construction or expansion materially interferes with airport runway operations, approval to proceed with the construction or expansion shall only be by agreement between the City and County after elimination or mitigation of the material interference. Such approval shall not be unreasonably withheld. All revenues and expenses from the production and sale of water from the wells and well-field on Airport property have been and continue to be excluded from this Joint Resolution and the Revised Agreement.
- (2) A review of all lease/rental agreements currently in effect on or for Airport properties or services will be conducted by the Authority.
- (3) Presently there may be jointly acquired assets (personal property, buildings, and equipment) which are reflected as City property which should be reassigned to reflect ownership by the Airport Authority. Navigational aids, fencing, lighting, equipment, and other assets necessary for the operation of the Airport are included within the meaning of this subdivision. Any other buildings solely owned by the City for non-airport purposes shall remain so, unless and until a separate agreement for conveyance is made between the City and the Airport Authority.
- (4) By mutual agreement, the City and County may construct government buildings on the Airport. By mutual agreement, the City and County may permit construction and implementation of private economic

development compatible with Airport operations and services. In addition to compliance with other necessary regulatory permits and requirements, public and private construction on Airport property must be approved by the Authority respecting the location and design of such government buildings or private development.

- (5) Real property acquired under the prior Original and Revised Agreements shall be held by the City and County as tenants in common. Furthermore, unless otherwise provided by subsequent amendment of this Resolution, the City shall own a 50 percent interest and the County a 50 percent interest in any real property acquired hereunder.

SUBDIVISION 9. AIRPORT COMMISSION. Pursuant to the Revised Agreement, or any subsequent amendment thereof, the City and County have agreed to continue the Bemidji Regional Airport Commission, hereinafter referred to as the "Commission". The Commission shall continue to consist of the membership currently defined under the Revised Agreement, or any subsequent amendment thereto.

The Commission shall meet as needed as the Joint Airport Zoning Board and/or Board of Adjustment and shall keep minutes of all proceedings.

SUBDIVISION 10. POWERS OF JOINT AIRPORT ZONING BOARD. As provided under the Revised Agreement, or any subsequent amendment thereto, and except as otherwise provided in applicable Minnesota Statutes, the Commission shall serve as the Joint Airport Zoning Board for purposes of Airport Zoning and shall have all the powers conferred under Minnesota Statutes, Section 360.063, as the same may be amended from time to time, to adopt, administer, and enforce airport zoning regulations applicable to the Airport and airport hazard areas. The Commission shall also serve as the Airport Board of Adjustment and shall have all of the powers conferred under Minnesota Statutes, Section 360.071, as the same may be amended from time to time. The Authority Executive Director and staff shall serve as the Airport Zoning Administration pursuant to Minnesota Statutes, Section 360.069, as the same may be amended from time to time. On behalf of the Airport Zoning Board and Board of Adjustment, the Executive Director, acting in the capacity as Airport Zoning Administrator, shall coordinate administration and enforcement of airport zoning with other zoning authority administered by the City, County or adjacent townships whose territorial limits overlap the airport hazard area subject of airport zoning.

SUBDIVISION 11. EXECUTIVE DIRECTOR. The Authority shall appoint an Executive Director for an indefinite term. The Executive Director shall serve at the will of the Authority and may be removed from office at any time with or without cause. Duties, responsibilities and compensation of the Executive Director shall be determined by the Authority. The Executive Director shall be an ex-officio member of the Authority and may serve as the assistant to the Secretary of the Authority. Furthermore, all other employees of the Airport shall be hired by the Authority and shall be paid and enjoy all benefits conferred upon them by the Authority.

SUBDIVISION 12. ANNUAL BUDGET. Prior to August 1 of each year and with the assistance of the Executive Director, the Authority shall prepare an annual budget for Airport finances for the ensuing calendar year for the Airport. Also, prior to August 1 of each year, the Authority shall, after its review and approval, submit that annual budget to the City Council and the County Board, respectively. The budget shall be substantially balanced. The budget shall follow the format as established by the Authority after consultation with the County Auditor and City Finance Director, and at a minimum provide the following information:

- (1) Estimated Revenues, divided as follows:
 - a. Federal and State grants
 - b. Property Tax Levy
 - c. Capital Reserve
 - d. Miscellaneous revenues
- (2) Estimated Operational and Capital Expenditures, divided as follows:
 - a. Personnel services
 - b. Services other than personnel
 - c. Supplies and materials
 - d. Capital Improvement Fund
 - e. Bond retirement fund
 - f. Joint Airport Zoning Board/Board of Adjustment Operations
 - g. Miscellaneous expenditures

SUBDIVISION 13. FINANCES. For the purpose of financing the necessary expenditures to carry out the provisions of this Joint Resolution, the Authority shall establish independent airport bank accounts into which all revenue receipts belonging to the Authority, including property tax levy receipts and all other Airport revenues, shall be deposited intact to the credit of such airport accounts. No disbursements shall be made from such accounts except by check or Electronic Funds Transfer (EFT) nor unless a verified claim for services and/or commodities actually rendered or delivered has been submitted to and approved for payment by the Authority. Approval of payment(s) shall occur at the monthly Authority meetings upon review by the Authority. Further, no disbursements may be made from such accounts for non-airport expenses and purposes. Payment and disbursement of funds by check or withdrawal shall require the signatures of the Executive Director and the designated Authority Treasurer. The Authority may permit either an actual or facsimile signature of the Airport Treasurer. Should there be a change in the appointment of the Airport Treasurer, notification shall be made to the necessary bank(s) and affected agencies by letter.

The Executive Director shall have authority to approve budgeted expenditures up to \$10,000. Expenditures in excess of \$10,000 must be approved by the Authority.

The Executive Director, with assistance from the Airport Treasurer and any independent accounting service (accountant), shall account for the airport accounts. The cash in the airport accounts shall be in the custody of the Executive Director.

These fiscal officers shall report their activities and account balance(s) to the Authority monthly. The fiscal year of the Authority and the airport accounts shall be January 1st through December 31st, of each year. An independent annual audit of the airport accounts shall be made by the Authority.

SUBDIVISION 14. REPORTS. In addition to its audit, the Authority as soon as possible after the end of each fiscal year shall prepare and present to the City Council and County Board a comprehensive annual report of its activities and finances. The Authority shall also prepare and present to federal and state officials such reports as may be required by law, regulation, or contract.

SUBDIVISION 15. TERMINATION. This Joint Resolution shall be in full force and effect for the term of five (5) years from the date hereof and renew automatically thereafter for like periods of five (5) years unless terminated by written notice from either party to the other party at least 365 days prior to the expiration of any such period or by mutual consent. Notwithstanding termination, powers of the Airport Authority under this Joint Resolution shall continue to the extent necessary to maintain and operate the Bemidji Regional Airport until disposition under Subdivision 16 herein of the property acquired under this Joint Resolution.

SUBDIVISION 16. DISPOSITION OF PROPERTY UPON TERMINATION. As soon as practicable after termination of this Joint Resolution, the Authority shall dispose of all property acquired under this Joint Resolution. If no agreement as to disposition is reached within three (3) months after termination, each participating jurisdiction shall, within thirty (30) days thereafter, appoint some person, who may be a member of the governing body, as its representative, and the Minnesota Commissioner of Aeronautics shall appoint a representative, who shall together constitute an advisory board on disposition of the Airport property. This board shall, as soon as possible, prepare and recommend to each a complete plan for the disposition of all property acquired under this Joint Resolution. Such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this Joint Resolution each party shall provide for the payment of principal and interest on outstanding bonds issued as a result of this Joint Resolution, and in absence of another arrangement mutually agreed upon, each party shall assume the payment of debts and liabilities incurred by the Authority in the same proportion as it contributes to the airport accounts through property tax levy under Subdivision 4.

SUBDIVISION 17. AMENDMENTS. This Joint Resolution may be amended in any particular by following the procedure used for the adoption of the Joint Resolution. Before any amendment is adopted the Authority shall hold a public meeting for the purpose of public comment on the proposed amendment. After this meeting and upon agreement by the Authority the proposed amendment will be submitted to the governing bodies of the participating jurisdictions who shall hold at least one joint public hearing allowing for ten (10) days' public notice of the time and place of such hearing.

SUBDIVISION 18. **CONCLUSION.** IN WITNESS WHEREOF, the City of Bemidji has caused this Joint Resolution to be signed in its corporate name by its Mayor and City Manager and sealed with the Corporate Seal of the City; and the County of Beltrami has caused this Joint Resolution to be signed in its corporate name by the Chair of the Board of County Commissioners and the County Administrator and sealed with the official seal of the County.

City of Bemidji, Minnesota

ADOPTED by the City Council of the City of Bemidji, Minnesota this 15th day of December, 2008.

FOR THE CITY OF BEMIDJI

Richard Lehmann, Mayor

ATTEST:

Kay M. Murphy, City Clerk

John M. Chattin, City Manager

County of Beltrami, Minnesota

ADOPTED by the Board of Commissioners for the County of Beltrami, Minnesota this 16th day of December, 2008.

FOR COUNTY OF BELTRAMI

Quentin Fairbanks, Chair

ATTEST:

Diane Moe, Administrative Specialist

Tony Murphy, County Administrator

CITY OF BEMIDJI
RESOLUTION NO. ~~5537~~ _____

COUNTY OF BELTRAMI, MINNESOTA
RESOLUTION NO. ~~08-12-50~~ _____

JOINT RESOLUTION CREATING AIRPORT AUTHORITY

A RESOLUTION AUTHORIZING AND DIRECTING THE CREATION OF AN AIRPORT AUTHORITY PURSUANT TO MINNESOTA STATUTES §§360.0425 to .0427., WITH SAID AIRPORT AUTHORITY EMPOWERED AS A SPECIAL TAXING DISTRICT TO ADOPT AND CERTIFY A PROPERTY TAX LEVY PURSUANT TO MINNESOTA STATUTES §275.066.

WHEREAS, the City of Bemidji, hereinafter referred to as the “City”, and the County of Beltrami, Minnesota, hereinafter referred to as the “County”, previously entered into a Revised Joint Powers Agreement, hereinafter referred to as the Revised Agreement, for the continued joint operation and maintenance of what is known as the Bemidji Regional Airport, and administered by the Bemidji Regional Airport Commission, hereinafter referred to as the “Commission”; and

WHEREAS, the City and County now desire jointly to avail themselves of recently enacted legislative authorization under Minnesota Statutes §§360.031 to .0427, to create an “Airport Authority” with all of the same powers as the Commission, with the exception of airport zoning authority, and, additionally, the power of an independent Special Taxing District with the authority under §275.066 to levy property taxes for airport purposes on a uniform jurisdiction-wide basis; and

WHEREAS, uniform county-wide tax levy authority, as well as potential multi-county levy authority, presents a fiscally responsible plan for furthering joint operation of the airport and the interests of the public served by the Bemidji Regional Airport, including residents of the City, the Greater Bemidji Area Community, Beltrami County and surrounding counties.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Beltrami County, Minnesota and the City Council of the City of Bemidji, Minnesota as follows:

Subdivision 1. **GENERAL PROVISION.** Unless directly in conflict with the terms of this joint resolution, the City and County will continue to operate what is known as the **Bemidji Regional Airport** under the terms of this joint resolution and the residual airport zoning authority extended under the terms of the previous Revised Agreement, as the same is amended from time to time.

Subdivision 2. AIRPORT AUTHORITY COMMISSION. Pursuant to Minnesota Statutes Sections 360.0425 to .0427, and Section 471.59, the City and County hereby create an airport authority for the purposes of acquiring, establishing, constructing, maintaining, improving, and operating the Bemidji Regional Airport. Furthermore, from the date of this Joint Resolution forward, the newly created airport authority shall hereafter be referred to as the “Bemidji Regional Airport Authority Commission”, or hereinafter the “Airport Authority or Authority”. The Airport Authority shall consist of five commission members, as follows: Two members appointed by the City Council, both of whom shall be members of the City Council; two members appointed by the County Board, both of whom shall be members of the County Board; and one lay member who is a resident of either the City or the County shall be mutually appointed for a three (3) year term by the City Council and the County Board. The City Council and the County Board appointees shall each be appointed for a three-one year terms, and original and successive appointees shall serve until their successors are appointed and qualified. ~~Terms shall be staggered so that the terms of approximately one-third of the commissioners expire each calendar year.~~

Commissioners shall receive no compensation for their services, but are entitled to payment for necessary expenses, including travel expenses, incurred in the discharge of the Commissioner’s duties.

The Authority shall meet at least once a month and shall keep minutes of all proceedings. At the first meeting of each year the Authority, ~~which shall be its organizational meeting,~~ the Commission, from its membership, shall elect rotate a chair, the positions of a vice-chair and, a secretary, and a treasurer between the County and City commissioners.

A majority of the commissioners shall constitute a quorum for purposes of conducting business of the Airport Authority. Action may be taken by the majority vote of not less than a majority of the commissioners present, providing there is a quorum.

Subdivision 3. POWERS OF AUTHORITY. The Authority, except as hereinafter provided, shall have all of those powers granted under Minnesota Statutes Sections 360.032 to 360.047 to acquire and manage necessary property to enlarge, improve, maintain, equip, operate and regulate the Airport and other air navigation facilities and airport protection privileges to be acquired, controlled and operated under this Joint Resolution. Rules and regulations provided for by Minnesota Statutes §360.038, Subd. 3, as the same may be amended from time to time, may be proposed by the Authority but shall be enacted only by the City Council and the County Board, pursuant to the provisions of Minnesota Statutes §360.042, as the same may be amended from time to time.

The Authority shall have authority to hire or retain all the executive director and director of operations for the Airport employees and all professional services, including ~~an executive director,~~ a legal advisor, technical experts, and independent accounting and audit services, ~~and other employees, permanent~~

~~or temporary~~, that may be necessary in accomplishing the purposes for which the Authority was created.

Subdivision 4. AUTHORITY TO LEVY PROPERTY TAX. Pursuant to Minnesota Statutes §275.066, the Authority shall have the status of a Special Taxing District with the authority under §360.0427 to impose a property tax levy under and pursuant to the procedures set forth in sections 275.065 to 275.07.

Subdivision 5. INCREASE OR DECREASE IN SIZE OF AUTHORITY. The Authority may be increased in size or membership by the addition of other governmental entities if each of the additional entities and each of the governmental entities then participating as members of the Authority, adopt a joint resolution agreeing to the size and membership increase. Similarly, the Authority may be decreased in size if each of the participating governmental entities and the then participating Authority members consent to the change and make provisions for the retention or disposition of its assets and liabilities.

Subdivision 6. DISSOLUTION OF AUTHORITY. The Authority may be dissolved after payment of all debts and adoption of a joint resolution of the governing bodies of all the participating units of government. Before dissolution, the property of the Authority must be sold, transferred, or distributed as agreed to by the participating units of government. Any remaining funds must be distributed to the general funds of the participating units of government in proportion to their relative shares of the most recent levy or by agreement of the governing bodies.

SUBDIVISION 7. CONTRIBUTION TO CAPITAL ASSETS. The City and County, subject to qualifications hereinafter set out, shall contribute to the Authority the existing capital assets of the Bemidji Regional Airport, hereinafter referred to as the "Airport", and its facilities. The City and County shall lease to the Airport Authority the land currently developed and used as the Bemidji Regional Airport, provided that no lease shall extend for a term longer than the term of this Agreement, including any renewals thereof. If not already accomplished under the Revised Joint Powers Agreement (hereinafter, the "Revised Agreement"), the City shall convey to the County an undivided one-half interest in the land already developed and used as the Bemidji Regional Airport ~~situated in Sections 30 and 31, Township 147 North, Range 33 West; and, in Sections 25 and 36, Township 147 North, Range 34 West.~~

Prospectively, in addition to the purpose of raising revenue for operational expenditures, the Authority may exercise its levy authority to raise revenue for future capital costs to further the construction, ~~improvement~~improvement, and development of the Airport.

SUBDIVISION 8. EXCLUSIONS AND SPECIAL CONSIDERATIONS. The parties hereto agree that the following capital assets of the City continue to require special consideration:

- (1) The City presently owns, operates and maintains water wells, pump houses, a water distribution system and a well-field which are located on the Airport Property and within a defined Wellhead Protection Area. This water supply serves the City of Bemidji and a considerable portion of the surrounding Greater Bemidji Area Community. As such, the City reserves the right to develop more wells on the Airport Property and to expand, maintain and construct additions to its water distribution system on the Airport, provided such construction, addition or expansion does not materially interfere with airport runway safety or flight operations, and the City, with the assistance of the Authority, has confirmed with the FAA no airport grants will be effected. For purposes of this Revised Agreement, the term “materially” shall mean physical interference with existing airport runway safety, as determined by Federal Aviation Administration (FAA) rules (whether or not the interference is temporary and including interference with lighting, radio or other electronic air navigation facilities), or physical interference with planned expansion and usage of airport runways as determined under the FAA rules. Development of new wells or expansion of the associated infrastructure and/or water distribution system on or within the airport property, shall require that timely notice of such proposed well construction and/or infrastructure expansion be provided to the Authority to ensure the Authority’s review, assessment and recommendation that the proposed construction and/or expansion is in compliance with FAA rules respecting airport runway operations. Authority review, assessment and recommendation(s) shall occur prior to construction or implementation of any expansion. Should it be determined that a proposed construction or expansion materially interferes with airport runway operations, approval to proceed with the construction or expansion shall only be by agreement between the City and County after elimination or mitigation of the material interference. Such approval shall not be unreasonably withheld. All revenues and expenses from the production and sale of water from the wells and well- field on Airport property have been and continue to be excluded from this Joint Resolution and the Revised Agreement.
- (2) A review of all lease/rental agreements currently in effect on or for Airport properties or services will be conducted by the Authority.
- (3) Presently there may be jointly acquired assets (personal property, buildings, and equipment) which are reflected as City property which should be reassigned to reflect ownership by the Airport Authority. Navigational aids, fencing, lighting, equipment, and other assets necessary for the operation of the Airport are included within the meaning of this subdivision. Any other buildings solely owned by the City for non-airport purposes shall remain so, unless and until a separate agreement for conveyance is made between the City and the Airport Authority.
- ~~(4) —~~ By mutual agreement of the Authority, City and County, the City and County may construct government buildings on the Airport. ~~By mutual agreement, the City and County may permit construction and~~

- ~~implementation of private economic~~
- (4) ~~development compatible with Airport operations and services. In addition to compliance with other necessary regulatory permits and requirements, public and private construction on Airport property must be approved by the Authority respecting the location and design of such government buildings or private development.~~
- (5) Real property acquired under the prior Original and Revised Agreements shall be held by the City and County as tenants in common. Furthermore, unless otherwise provided by subsequent amendment of this Resolution, the City shall own a 50 percent interest and the County a 50 percent interest in any real property acquired hereunder.

SUBDIVISION 9. **ABEMIDJI REGIONAL AIRPORT ZONING COMMISSION.**
~~Pursuant to the Revised Agreement, or any subsequent amendment thereof, the City and County have agreed agree to continue have the Bemidji Regional Airport Zoning Commission, hereinafter referred to as the "Commission". The Commission shall continue to consist of the membership currently defined under the Revised Agreement, or any subsequent amendment thereof the Airport Authority Commission as required under Subdivision 2 of this Agreement. The Airport Zoning Commission shall act as the Airport Zoning Board, with the powers described in Subdivision 10 (A), unless and until a Custom Airport Zoning Ordinance is approved by the Minnesota Commissioner of Transportation and passed by all the effected jurisdictions. If, at any time, the Custom Airport Zoning Ordinance is no longer in place, the Bemidji Regional Airport Zoning Commission will act as the Airport Zoning Board.~~

~~The Commission shall meet as needed as the Joint Airport Zoning Board and/or Board of Adjustment and shall keep minutes of all proceedings.~~

SUBDIVISION 10. **AIRPORT ZONING**

A. POWERS OF JOINT AIRPORT ZONING BOARD. ~~As provided under the Revised Agreement, or any subsequent amendment thereto, and~~ except as otherwise provided in applicable Minnesota Statutes or if a Custom Airport Zoning Ordinance has been approved by the Minnesota Commissioner of Transportation and adopted by the effected jurisdictions, the Commission shall serve as the Joint Airport Zoning Board for purposes of Airport Zoning and shall have all the powers conferred under Minnesota Statutes, Section 360.063, as the same may be amended from time to time, to adopt, administer, and enforce airport zoning regulations applicable to the Airport and airport hazard areas. The Commission shall also serve as the Airport Board of Adjustment and shall have all of the powers conferred under Minnesota Statutes, Section 360.071, as the same may be amended from time to time. The Authority Executive Director and staff shall serve as the Airport Zoning Administration pursuant to Minnesota Statutes, Section 360.069, as the same may be amended from time to time. On behalf of the Airport Zoning Board and Board of Adjustment, the Executive Director, acting in the capacity as Airport Zoning Administrator, shall coordinate administration and enforcement of airport zoning with other zoning authority administered by the City, County or

adjacent townships whose territorial limits overlap the airport hazard area subject of airport zoning.

B. CUSTOM AIRPORT ZONING BOARD. If approved by the Minnesota Commissioner of Transportation and adopted by the effected jurisdictions, the City and County agree the Bemidji Regional Airport Board of Adjustment would be as laid out in the Bemidji Regional Airport Custom Airport Zoning Ordinance (Custom Airport Zoning). So long as it is in place, the City and County agree all airport zoning procedures shall comply with Custom Airport Zoning.

SUBDIVISION 11. EXECUTIVE DIRECTOR. The Authority shall appoint an Executive Director for an indefinite term. The Executive Director shall serve at the will of the Authority and may be removed from office at any time with or without cause. Duties, responsibilities and compensation of the Executive Director shall be determined by the Authority. – In the event the executive director is unable or unwilling to perform the duties of Executive Director due to his/her absence, disability, or while the office is vacant, the Authority may designate a properly qualified person or persons to perform said duties of the Executive Director during his/her absence or disability or while the office is vacant. The Executive Director shall be an ex-officio member of the Authority and may serve as the assistant to the Secretary of the Authority. ~~Furthermore, all other employees of the Airport shall be hired by the Authority and shall be paid and enjoy all benefits conferred upon them by the Authority.~~The executive director shall be responsible for hiring, discipline, and, when necessary, termination, of Authority employees not under the supervision of the Authority.

SUBDIVISION 12. ANNUAL BUDGET. Prior to August ~~August 1st~~ of each year and with the assistance of the Executive Director, the Authority shall prepare an annual budget for Airport finances for the ensuing calendar year for the Airport. ~~Also,~~ ~~p~~Prior to August 1 of each year, the Authority shall, after its review and approval, submit that annual budget to the City Council and the County Board, respectively. The budget shall be substantially balanced. ~~The budget shall follow the format as established by the Authority after consultation with the County Auditor and City Finance Director,~~ and at a minimum, provide the following information:

- (1) Estimated Revenues, divided as follows:
 - a. Federal and State grants
 - b. Property Tax Levy
 - c. Capital Reserve
 - d. Miscellaneous revenues
- (2) Estimated Operational and Capital Expenditures, divided as follows:
 - a. Personnel services
 - b. Services other than personnel
 - c. Supplies and materials
 - d. Capital Improvement Fund
 - e. Bond retirement fund
 - f. Joint Airport Zoning Board/Board of Adjustment Operations
 - g. Miscellaneous expenditures

SUBDIVISION 13. FINANCES. For the purpose of financing the necessary expenditures to carry out the provisions of this Joint Resolution, the Authority shall establish independent airport bank accounts into which all revenue receipts belonging to the Authority, including property tax levy receipts and all other Airport revenues, shall be deposited intact to the credit of such airport accounts. No disbursements shall be made from such accounts except by check or Electronic Funds Transfer (EFT) nor unless a verified claim for services and/or commodities actually rendered or delivered has been submitted to and approved for payment by the Authority. Approval of payment(s) shall occur at the monthly Authority meetings upon review by the Authority. Further, no disbursements may be made from such accounts for non-airport expenses and purposes. Payment and disbursement of funds by check or withdrawal shall require the signatures of the Executive Director and ~~the designated Authority Treasurer~~ ~~one Authority member who is authorized to sign.~~ ~~The Authority may permit either an actual or facsimile signature of the Airport Treasurer.~~ Should there be a change in the ~~appointment of the Airport Treasurer~~ ~~membership who has signing authority~~, notification shall be made to the necessary bank(s) and affected agencies by letter.

The Executive Director shall have authority to approve budgeted expenditures up to \$10,000. Expenditures in excess of \$10,000 must be approved by the Authority.

The Executive Director, with assistance from the Airport Treasurer and any independent accounting service (accountant), shall account for the airport accounts. The cash in the airport accounts shall be in the custody of the Executive Director.

These fiscal officers shall report their activities and account balance(s) to the Authority monthly. The fiscal year of the Authority and the airport accounts shall be January 1st through December 31st, of each year. An independent annual audit of the airport accounts shall be made by the Authority.

SUBDIVISION 14. REPORTS. In addition to its audit, the Authority as soon as possible after the end of each fiscal year shall prepare and present to the City Council and County Board a comprehensive annual report of its activities ~~and finances~~. The Authority shall give a copy of the audit report to both the City and County upon approval by the Authority. The Authority shall also prepare and present to federal and state officials such reports as may be required by law, regulation, or contract.

SUBDIVISION 15. TERMINATION. This Joint Resolution shall be in full force and effect for the term of five (5) years from the date hereof and renew automatically thereafter for like periods of five (5) years unless terminated by written notice from either party to the other party at least 365 days prior to the expiration of any such period or by mutual consent. Notwithstanding termination, powers of the Airport Authority under this Joint Resolution shall continue to the extent necessary to maintain and operate the Bemidji Regional Airport until disposition under Subdivision 16 herein of the property acquired under this Joint Resolution.

SUBDIVISION 16. DISPOSITION OF PROPERTY UPON TERMINATION. As soon as practicable after termination of this Joint Resolution, the Authority shall dispose of all property acquired under this Joint Resolution. If no agreement as to disposition is reached within three (3) months after termination, each participating jurisdiction shall, within thirty (30) days thereafter, appoint ~~a some~~ person, who may be a member of the governing body, as its representative, and the Minnesota Commissioner of Aeronautics shall appoint a representative, who shall together constitute an advisory board on disposition of the Airport property. This board shall, as soon as possible, prepare and recommend to each a complete plan for the disposition of all property acquired under this Joint Resolution. Such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this Joint Resolution each party shall provide for the payment of principal and interest on outstanding bonds issued as a result of this Joint Resolution, and in absence of another arrangement mutually agreed upon, each party shall assume the payment of debts and liabilities incurred by the Authority in the same proportion as it contributes to the airport accounts through property tax levy under Subdivision 4.

SUBDIVISION 17. AMENDMENTS. This Joint Resolution may be amended ~~in any particular~~ by following the procedure used for the adoption of the Joint Resolution. Before any amendment is adopted the Authority shall hold a public meeting for the purpose of public comment on the proposed amendment. After this meeting and upon agreement by the Authority the proposed amendment will be submitted to the governing bodies of the participating jurisdictions who shall hold at least one joint public hearing allowing for ten (10) days' public notice of the time and place of such hearing.

SUBDIVISION 18. **CONCLUSION.** IN WITNESS WHEREOF, the City of Bemidji has caused this Joint Resolution to be signed in its corporate name by its Mayor and City Manager and sealed with the Corporate Seal of the City; and the County of Beltrami has caused this Joint Resolution to be signed in its corporate name by the Chair of the Board of County Commissioners and the County Administrator and sealed with the official seal of the County.

City of Bemidji, Minnesota

ADOPTED by the City Council of the City of Bemidji, Minnesota this ~~15th~~ ___ day of ~~December~~ _____, ~~2008-20~~ _____.

FOR THE CITY OF BEMIDJI

~~Richard Lehmann~~ Jorge S. Prince,
Mayor

ATTEST:

~~Kay M. Murphy~~ Michelle Miller, City Clerk
Manager

~~John M. Chattin~~ Richard Spiczka, City

County of Beltrami, Minnesota

ADOPTED by the Board of Commissioners for the County of Beltrami, Minnesota this ~~16th~~ ___ day of ~~December~~ _____, ~~2008~~ 20 _____.

FOR COUNTY OF BELTRAMI

~~Quentin Fairbanks~~ John Carlson, Chair

ATTEST:

Diane Moe, Administrative Specialist
Administrator

~~Tony Murphy~~ Tom Barry, County

MEMORANDUM



TO: Bemidji City Council and Beltrami County Board
FROM: Katie Nolting, Bemidji City Attorney
DATE: July 29, 2024
RE: Transit Joint Powers Agreement Between the City and County

There has been some discussion and confusion at both the City and County level about the Joint Public Transit Board (Board), the Board's role regarding the Paul Bunyan Transit System. Staff from both the City of Bemidji (City) and Beltrami County (County) have worked to piece together the information laid out in this memo.

THE JOINT POWERS AGREEMENT

The Board was created by a Joint Powers Agreement (JPA) between the City and County. The most currently JPA appears to be from June 7, 1999, which is attached to this memo for your review. The purpose and intent of the Board is to "serve all residents in the City and County or, in other words, the entire geographic area of Beltrami County, and to create a Joint Public Transit Board to oversee the implementation, funding, operation and maintenance of a joint public transit system..."

The powers of the Board, pursuant to the JPA, are as follows:

- 1. Prepare, adopt and implement a Public Transit System plan to provide transit services to all residents residing in the City and County;*
- 2. Prepare an annual budget for the Board to accomplish this purpose and implementation of joint public transit services;*
- 3. Prepare an annual Public Transit Assistance Application for Agreement with the Commissioner of Transportation, including a Management Plan;*
- 4. Where permissible, contact the Commissioner of Transportation or any other State Agency, political subdivision or Federal Agency to implement the plan and provide public transit services;*
- 5. Contract directly with private or public independent contractors to operate a Joint Public Transit System;*
- 6. Coordinate the purchase and maintenance of equipment necessary to perform and operate these duties;*

7. *When permissible, make contracts, hire consultants, incur expenses and make expenditures necessary and incidental to effectuate the purpose and powers of this agreement;*
8. *Prepare an annual audit of the Board and file it with the City and County;*
9. *Exercise any other lawful powers necessary and incidental to the implementation of and powers of the agreement.*

The designated lead agency and the entity in charge of the finances is the City.

PAUL BUNYAN TRANSIT AND THE BOARD

Overview

There has been some confusion regarding the Board's role and authority over the Paul Bunyan Transit (PB Transit), which is currently operating in the City and surrounding area. In reviewing the paperwork located by City and County staff, and speaking with the Executive Director of PB Transit, the Board was created to combine the then Bemidji City Bus and Beltrami Public Transit into one transit system. The Board received grants from the Minnesota Department of Transportation (MN DOT) for several years. PB Transit worked with the Board, and after a few years, PB Transit, began taking over the MN DOT public transportation grants. To be clear, the Board does not have any regulatory power over PB Transit through the JPA.

PB Transit is an LLC, incorporated in the State of Minnesota in February of 1999. The Articles of Incorporation have been attached to this memo as well. As can be seen from the Articles of Incorporation, PB Transit is a separate entity and governed by its own Board of Directors.

Even though the JPA allows the Board to contract with public or private independent contractors to operate the Joint Public Transit System, there is no evidence of a contract between the Board and PB Transit. This was confirmed by PB Transit's Executive Director.

From what can be surmised from review of the previous minutes of the Board that were able to be located, it appears the confusion may come from how the minutes were titled. The Board minutes dated March 15, 2018 are titled, "Paul Bunyan Transit Board Minutes". However, the members listed are not the PB Transit Board of Directors, but the Board members. What also led to the confusion is the minutes are discussing PB Transit's information, as they were the only corporation that appears to have been working with the Board.

At the March 15, 2018 Board meeting, a motion passed to change the meetings to twice a year (April and December) at 2:30 p.m. in PB Transit's Boardroom. This is the last set of minutes either the City or County has record of.

PB Transit presented at the County Board's work session on July 16, 2024, and there was a brief discussion regarding the Board and the JPA. This presentation can be found at <https://www.youtube.com/watch?v=hLF9JlxZalk&t=2779s>, specifically at time 13:21. The documents provided by PB Transit at the meeting are also attached to this memo.

Finances

The City and County do still budget and pay towards transit and do pay those funds. I would defer to the City Finance Director, Donna Coe, and the County Administrator, Tom Barry, as to where the funds are located and what the funds are used for.

2018 TO PRESENT

The last appointment of the non-elected person to the Board that was located was Lee Coe in June of 2016. The last minutes for the Board that were able to be located were from March 15, 2018. There have been discussions approximately every year or so about does the Board need to continue to exist, however there is no evidence of any steps taken to dissolve and terminate the JPA.

RECOMMENDATION

As the JPA is still effective, and therefore the Board is still in existence, it is recommended the City and County set a date for the Board to meet, with the purpose of determining if the JPA is still needed, and if so, are there any amendments to the agreement that are recommended, and/or what role the Board should continue to have in the community.

JOINT POWERS AGREEMENT FOR OPERATION OF PUBLIC TRANSIT SYSTEM

THIS JOINT POWERS AGREEMENT made and entered into by and between the City of Bemidji, a Municipal Corporation under the laws of the State of Minnesota, hereinafter referred to as the "City", and the County of Beltrami, a political subdivision of the State of Minnesota, hereinafter referred to as the "County", pursuant to the authority conferred upon the parties by Minnesota Statutes Section 471.59 and Minnesota Statutes Chapter 174, to promote efficient and economical delivery of public transit services to residents in the participating jurisdictions.

WITNESSETH:

WHEREAS, pursuant to its Home Rule Charter and Minnesota Statutes, Section 174.01, et. seq., the City provides a public transit service to City residents, known as the "Bemidji City Bus"; and

WHEREAS, pursuant to Minnesota Statutes Section 373.01, Subd. 3(5) and Section 174.01, et. seq., the County similarly provides a public transit service to County residents, known as "Beltrami Public Transit"; and

WHEREAS, the City and County have heretofore individually and independently operated their respective systems under contract with the Beltrami County Council on Aging, hereinafter the "Operator"; and

WHEREAS, the City and County recognize that there is a priority need for an efficient, centralized public transit system to service the needs of all citizens residing within the geographic area of Beltrami County, including the City; and

WHEREAS, the parties agree that joint management and operation is the most desirable plan for furnishing public transit service to City and County residents.

NOW THEREFORE, pursuant to the authority granted by Minnesota Statutes Section 471.59 and in consideration of the mutual covenants contained herein, the parties agree as follows:

I. Authorization: Effective Date.

The City and County each hereby certify that authority to enter into this Agreement has been established by a duly passed resolution of the Bemidji City Council and the Beltrami County Board. This Agreement shall become effective upon the signature of the authorized representatives of the parties, and shall continue in force until such time as it is terminated or modified as provided herein.

II. General Purpose.

Under the enabling provisions of Minnesota law, the County and City have implemented public transit systems and, have contracted with the Operator to operate their respective systems. Pursuant to Minnesota Statutes Sections 174.21

to 174.27, the City and County are eligible to receive and have received financial assistance, both State and Federal, through public transit participation programs administered by and through the Commissioner of the Minnesota Department of Transportation. Further, under the provisions of Minnesota Statutes Section 471.59, the City and County may agree to exercise jointly or cooperatively powers which they possess in common, and may provide for use of a joint board which shall be representative of the parties to the Agreement. Therefore, it is the intent of this Agreement to establish a joint public transit system to serve all residents in the City and County or, in other words, the entire geographic area of Beltrami County, and to create a Joint Public Transit Board to oversee the implementation, funding, operation and maintenance of a joint public transit system which from the date of this Agreement shall be known as the Bemidji-Beltrami County Public Transit System.

III. Joint Public Transit Board.

There is hereby created the Bemidji/Beltrami County Public Transit Board composed of five (5) members, two (2) of those members shall be appointed by the City Council, and both of whom shall be members of the City Council. Two (2) of those members shall be appointed by the Beltrami County Board, both of whom shall be members of the County Board. One (1) lay member who is a Beltrami County resident shall be appointed mutually by the City Council and the County Board and who shall be the Chairman of the Public Transit Board. All appointments shall be made within thirty (30) days of the execution of this Agreement.

The lay member shall be appointed to an initial term to be effective through **December 31, 2000**. Thereafter the City Council and the County Board shall mutually appoint the lay member for **two (2)** year terms. The City Council and County Board appointees shall be named annually by the respective bodies. The re-appointments, either at the time of expiration of term or resignation, shall be the responsibility of each governing body as indicated by the original appointments. Both original and successive appointees shall serve until their successors are appointed and qualified.

Board members shall serve without compensation from the Board. This shall not prevent a participating jurisdiction from providing compensation to its own Board member for serving on the Board.

The Vice Chairman of the Commission shall be chosen annually from the four appointees of the Council and County Board. In even-numbered years, the Vice Chairman shall be an appointee of the City Council; in odd-numbered years, the Vice Chairman shall be an appointee of the County Board.

The Board shall meet at least once a month at such times and at such places as the Board shall designate by resolution or bylaw. Special meetings shall be held from time to time upon the call of the Chairperson, or any two other members of the Board. The Board shall keep minutes of all proceedings. A majority of all the Board members shall constitute a quorum. A simple majority vote of the Board members present at a meeting with a valid quorum shall be required for the Board to take action, unless otherwise provided in this Agreement or by law.

The Bemidji City Planner shall be an ex-officio member of the Board and shall serve as secretary to the Board.

Each member of the Public Transit Board shall have one vote, except the Chairperson who shall only have a vote in the event of a tie vote among the Governmental Board members.

IV. Powers of the Board.

The Public Transit Board may exercise on behalf of the County and City all the powers of each in accordance with requirements applicable to cities and counties. The powers of the Board include, but are not limited to, the following:

- a. Prepare, adopt and implement a Public Transit System plan to provide transit services to all residents residing in the City and County.
- b. Prepare an annual budget by which the Board proposes to accomplish the transit plan and implementation of joint public transit services.
- c. Prepare an annual Public Transit Assistance Application for Agreement with Commissioner of Transportation, including the Management Plan required and incorporated within that application.
- d. Where permissible, contract directly with the Commissioner of Transportation or any other State Agency, political subdivision or Federal Agency to implement the plan and provide public transit services.
- e. Contract directly with private or public independent contractor to operate the Joint Public Transit System.
- f. Coordinate the purchase and maintenance of equipment necessary for the performance of its duties and the operation of the Joint Public Transit System.
- g. Where permissible, make contracts, employ consultants, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and powers, in conformance with the requirements applicable to contracts and purchases of the City and County.
- h. Prepare an annual audit of the books and accounts of the Board and make and file a audit report to the City and County at least once each year, as well as the filing of any audit report or any other report required by the Commissioner of Transportation.
- i. The Board may exercise all other lawful powers necessary and incidental to the implementation of the purposes and powers set forth herein, including, without limitation, the adoption of bylaws to govern the functioning of the Board, provided that no bylaw or action of the Board shall be contrary to the terms of this Agreement.

V. Contribution to Capital Costs, Budget and Financing.

The City and County, subject to qualifications hereinafter set forth, shall each contribute their existing transit-related assets, including vehicles, facilities and other capital improvements which have been heretofore used to provide transit services under their respective programs. Further, the City and County shall contribute the capital costs of operation and further development of the Joint Transit System not covered by State and Federal contributions thereto, in such sum(s) or proportion as

subsequently agreed and approved by joint resolution of the two (2) governing bodies.

- Exclusions and Special Considerations (reserved):

VI. Reports.

The Board as soon as possible after the end of each fiscal year shall prepare and present to the City Council and County Board a comprehensive annual report of its activities and finances. The Board shall also prepare and present to federal and state officials such reports and audits as may be required by law, regulation, or contract.

VII. Annual Budget.

The Board shall each year prior to August 1, and in coordination with the submission of the annual application for public transit assistance, prepare a budget for public transit system finances for the ensuing calendar year. The budget shall be substantially balanced. The budget shall follow the format with at least the following information:

1. Estimated revenues, divided as follows:
 - a. Federal and State grants
 - b. Contribution from City
 - c. Contribution from County
 - d. Miscellaneous revenues
2. Estimated expenditures, divided as follows:
 - a. Contract services
 - b. Supplies and materials
 - c. Capital outlay
 - d. Miscellaneous expenditures

Such budget shall be submitted no later than August 1 to the City Council and the County Board. The final decisions of the City Council and County Board shall be reported back to the Board. The City and County each shall pay a portion of the total annual budget as is agreed upon herein. In the event the County levies for its share of contributions, real estate located within the City limits of the City of Bemidji shall be excluded. If either the City Council or County Board fixes its contribution at less than the amount requested by the Board, the contribution of the other shall be decreased proportionately unless the later shall decide to pay a larger portion of the total contribution that is required by this Agreement. The Board itself shall not levy taxes or borrow money; and it shall not approve any claims or incur any obligations for expenditures unless there is unencumbered cash in the appropriate public transit fund to the credit of the Board with which to pay the same. Any surplus in revenues over the cost of maintenance and operating expenses of the public transit system and associated activities here described under this Agreement may be transferred by the Board to the City and County in the same proportion as they are required to be contributed by the respective bodies.

VIII. Finances.

For the purpose of financing the necessary expenditures to carry out the provisions of this Agreement, there is hereby created in the City accounts and treasury, a **Public Transit Fund**. All receipts belonging to the Board shall be deposited in tact in a bank account to the credit of the public transit fund and no disbursement shall be made from this bank account except by check no unless a verified claim for services and/or commodities actually rendered or delivered has been submitted to and approved for payment. Expenditures must be approved by the Board and made in accordance applicable to the City and County.

The City Finance Officer shall account for the fund and the custody of the cash and the bank account shall be in the custody of the City Finance Officer. The Fiscal Officer shall report its activity and fund balance to the Board monthly, but no less than on a quarterly basis. The fiscal year of the Board of the Public Transit Fund shall be the fiscal year of the City. An annual audit of the funds shall be made in conjunction with the audit of the City unless the Board deems necessary an independent audit. Any employee of the Board who handles cash in the process of collection shall furnish surety bond in such amount as determined by the Board.

IX. Designation of Lead Agency.

Pursuant to Minnesota Statutes Section 174.24, Subd.3b, for purpose of receiving payment of financial assistance from the Commissioner of the Department of Transportation, the City shall be designated the "**Lead Agency**" for such purposes.

X. Duration and Termination.

This Agreement shall remain in full force and effect unless and until terminated by a joint resolution passed by the City Council and County Board. Any party seeking to withdraw shall give 180 days written notice to the other party of its desire and intention to withdraw. Notwithstanding termination, powers of the Board under this Agreement shall continue to the extent necessary to:

1. Continue operation of a Joint Public Transit System until alternative transit operations are arranged;
2. The Board can settle and wrap up its affairs, including discharge of any debt or liability associated with the operations pursuant to this Agreement; and
3. The disposition and distribution of all property contributed to or otherwise acquired for activities pursuant to this Agreement.

XI. Disposition of Property upon Termination.

Upon termination, no property shall be disposed of until payment or performance of all obligations arising out of this Agreement are complete. All property, real and personal, held by the Board at the time of termination shall be distributed in proportion to the total contributions by the City and County over the entire duration of this Agreement, or as the parties may otherwise agree.

XII. Insurance and Indemnification.


The City and County shall cause the Joint Powers Board to obtain such insurance or equivalent coverage through a governmental self-insurance pool as the entities jointly deem necessary for the protection of the Board, the City and County, the operation of a Joint Public Transit System, and the property and assets contributed, acquired or otherwise utilized to conduct the activities contemplated under this Agreement. The City and County each agree to save and protect, hold harmless, defend and indemnify the other for any and all claims, causes of action and damages of any nature whatsoever arising from, allegedly arising from or related to the actions and activities pursuant to this Agreement. The Agreement to mutually indemnify and hold harmless does not constitute a waiver by either party of limitations on Tort Liability provided by Minnesota Law (Chapter 466).

XIII. Amendments.

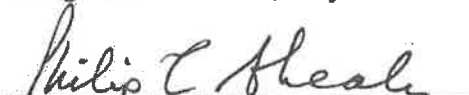
This Agreement may be amended by following the procedure used for the adoption of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authority of the respective governing bodies.

CITY OF BEMIDJI, MINNESOTA

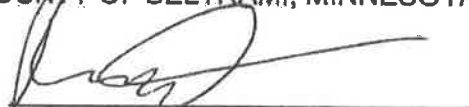


Douglas E. Peterson, Mayor



Philip C. Shealy, City Manager

COUNTY OF BELTRAMI, MINNESOTA



Board Chairperson



Greg Lewis, County Administrator

Approved as to form and content:



Alan R. Felix, Bemidji City Attorney



Tim Faver, Beltrami County Attorney

15-978

ARTICLES OF INCORPORATION
OF
PAUL BUNYAN TRANSIT

The undersigned incorporator for the purpose of forming a corporation under and pursuant to the provisions of Chapter 317A, Minnesota Statutes, and laws amendatory thereof and supplementary thereto, does hereby associate as a body corporate and does hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation shall be Paul Bunyan Transit.

ARTICLE II

The location and post office address of the registered office of this corporation in Minnesota is 706 Railroad Street SE, Bemidji, MN 56601.

ARTICLE III

The corporation shall have no capital stock.

ARTICLE IV

The members of the Board of Directors of this corporation shall be the only members of this corporation. Each member of the Board of Directors of this corporation automatically shall become and be a member of this corporation concurrently with his or her becoming a member of such Board of Directors, shall continue to be a member of this corporation for so long as he or she is a member of such Board of Directors, and automatically shall cease to be a member of this corporation concurrently with his or her ceasing to be a member of the Board of Directors of this corporation. Members of the Board of Directors shall have voting rights only as directors and shall have no voting rights as members.

ARTICLE V

This corporation is organized exclusively for the promotion of social welfare purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code. Within the framework and limitations of the foregoing, this corporation is organized and shall be operated exclusively for social welfare purposes including the operation of transportation services for citizens.

ARTICLE VI

The corporation shall not afford pecuniary gain, incidentally or otherwise, to its members or directors, and no part of the net income of the corporation shall, directly or indirectly, be distributable to or otherwise inure to the benefit of any interested individual, but the corporation may pay reasonable compensation for services rendered to this corporation in furtherance of its purposes as set forth in these Articles.

ARTICLE VII

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as may be allowable under 501(c)(4) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law).

ARTICLE VIII

The period of duration of this corporation shall be perpetual.

ARTICLE IX

The name and address of the incorporator is as follows:

Roger W. Allen
6407 Tall Pines Road NE
Bemidji, MN 56601

ARTICLE X

The governing of the affairs of this corporation shall be vested in a Board of Directors consisting of not less than three and no more than seven members. The actual number of directors shall be established and may thereafter be modified from time to time by resolution of a majority of the Board of Directors, subject to the maximum and minimum number of Directors as provided in the Bylaws of the corporation. The names and addresses of the first Board of Directors are as follows:

Roger W. Allen
6407 Tall Pines Rd. NE
Bemidji, MN 56601

Randy Dukek
HC 34, Box 188D
Bemidji, MN 56601

Kay Mack
2324 Carr Lake Road SW
Bemidji, MN 56601

Pat Grimes
12529 Birchmont Beach Rd. NE
Bemidji, MN 56601

Charles Melberg
1220 30th Street NW, #117
Bemidji, MN 56601

The qualifications, term of office, method of election, powers, authority, and duties of the directors of this corporation, as well as the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with these Articles shall be as specified in the Bylaws of the corporation.

ARTICLE XI

The Board of Directors may take action without a meeting so long as such action is in writing and signed by no less than a majority of the Directors.

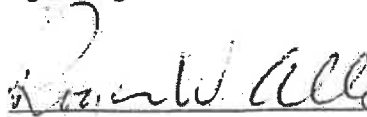
ARTICLE XII

These Articles may be amended by a vote of no less than a majority of the Board of Directors at any regular or special meeting of the Board.

ARTICLE XIII


Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for social welfare purposes as shall at the time qualify as an exempt organization or organizations under section 501(c) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned signed this instrument on February 15, 1999.


Roger W. Allen

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

FEB 23 1999


Secretary of State

Paul Bunyan Transit Board Minutes
March 15, 2018

Present: Jim Lucachick, Keith Winger, Lee Coe
Others in attendance: LuAnn Bleiler, Lezlie Grubich
Absent: Dave Larson, Richard Lehman

Lee Coe called the meeting to order at 4:00PM

AGENDA APPROVAL - Jim Lucachick motioned for approval of the agenda, Keith Winger second. Motion passed.

ELECTION OF OFFICERS - Richard Lehman was elected as Vice-Chair as it's the Cities turn to fill the position. Jim Lucachick made the motion, Keith Winger second. Motion passed.

APPROVAL OF MINUTES - Keith Winger motioned for approval of October 26, 2017 minutes. Jim Lucachick second. Motion passed.

Financials/Ridership - Grubich went over the financials from October 2017 and November 2017. Year end for 2017 is not complete as MNDOT does not require it until March 31, 2018. Operating expenses and revenue continue to be within budget. Ridership in Bemidji and RWB was down for 2107. She also went over January 2018 financials. Pass sales are up considerably for the first months of 2018. Ridership is up system wide for January 2018

2017 Buses - One Bus in Bemidji and one in Roseau. The local match has been received from Beltrami County, the Cities of Bemidji and Roseau.

Roseau Facility- MNDOT has finalized the transfer of the ownership of the building from the ROCCA board to Paul Bunyan Transit.

Presidents Day Training - A CPR/Narcon training was held in the Bemidji facility. Attending were the drivers and office staff from RWB. Bemidji drivers, mechanics, dispatchers, Grubich and Bleiler attended.

2018 Vehicles- PBT will receive two buses and a truck to be used as a support vehicle for plowing and the mechanics needs.

MPTA- Bleiler is the treasure for the organization. She attended Transportation Day at the Capital- conversations with our state elected officials were very supportive of the needs for transportation in the communities we serve. Bleiler will be traveling to Washington DC with MPTA in May to meet with elected officials on the federal level concerning funding for our transportation needs.

RCC DEVELOPEMENT- HRDC and NRCD will be applying for grant monies from MNDOT to spearhead a Regional Transportation Coordination Council (RTCC). PBT provided letters of support for this collaborate plan.

JPB Meetings- Future meeting will be twice a year, the second Wednesday in April and December at 2:30pm in the PBT board room. Any other needed correspondences will be shared through Email. Jim Lucachick made the motion. Keith Winger second. Motion approved.

Motion made by Keith Winger to adjourn, seconded by Jim Lucachick. Motion passed.

Next meeting will be April 11, 2018 at 200pm.

Respectfully summitted,

LuAnn Bleiler
Operations Manager/Safety Coordinator
Paul Bunyan Transit

Documents Given to the County Board from Paul
Bunyan Transit

July 16, 2024

1/25/12

2015 MnDOT Paul Bunyan Transit to merge with FarNorth

(Roseau, Warroad and Baudette)

Bemidji

1 office building, 1 bus garage with 12 bus stalls, 2 mechanic bays, 1 pull through wash bay

1 FT Director, 2 FT Mechanics, 1 FT & 2 PT Dispatch, 1PT Volunteer Coordinator, 1 FT Office Manager/Dispatch/Driver, 1 PT Financial Assistant, 2 FT Drivers and 7 PT Drivers.

Down 2 Routes

Roseau

1 office building with 3 bus stalls, 1 pull in wash bay

1 FT+ Driver

Down 2 Routes

Warroad

1 FT & 1 PT Driver

Baudette

1 PT Driver (3/4)

Down 1 Route

23 vehicles

3 Support

Buses 20 - Bemidji 14 Roseau 3 Warroad 1 Baudette 2


Many factors have affected our volunteer driver program over the last 5 or so years. COVID, gas prices, and the overall condition of our economy have greatly affected our drivers and riders. Since 2019 volunteer drivers have left because of gas prices, death (two drivers passed away from unrelated issues), housing crisis (i.e. Red Pines), sickness (theirs or close family members), and the job market crisis (they have businesses that need to be staffed, due to the shortage of workers they had to quit Vol. Driving to run their business. In quick comparison in 2019 our 15 volunteer drivers drove 1604 clients about 339,000 miles, in 2023 7(50%) volunteer drivers drove 614(38%) clients about 147,213(43%) miles.

Age of buses oldest – 2008 175,731 miles

newest-2019 121,389 miles

In 2021 OTAT (Office of Transit and Active Transportation) informed the public transportation systems that there was a back log of 127 buses on order, waiting to be built and delivered. We are now receiving our orders from 2020 and 2021.

The last new bus for Bemidji was delivered in 2020 at a cost of \$81,219-64,975 (MnDOT 80%) = \$16,244, city(55.86%) \$9,073, county(.4414) \$7,710.

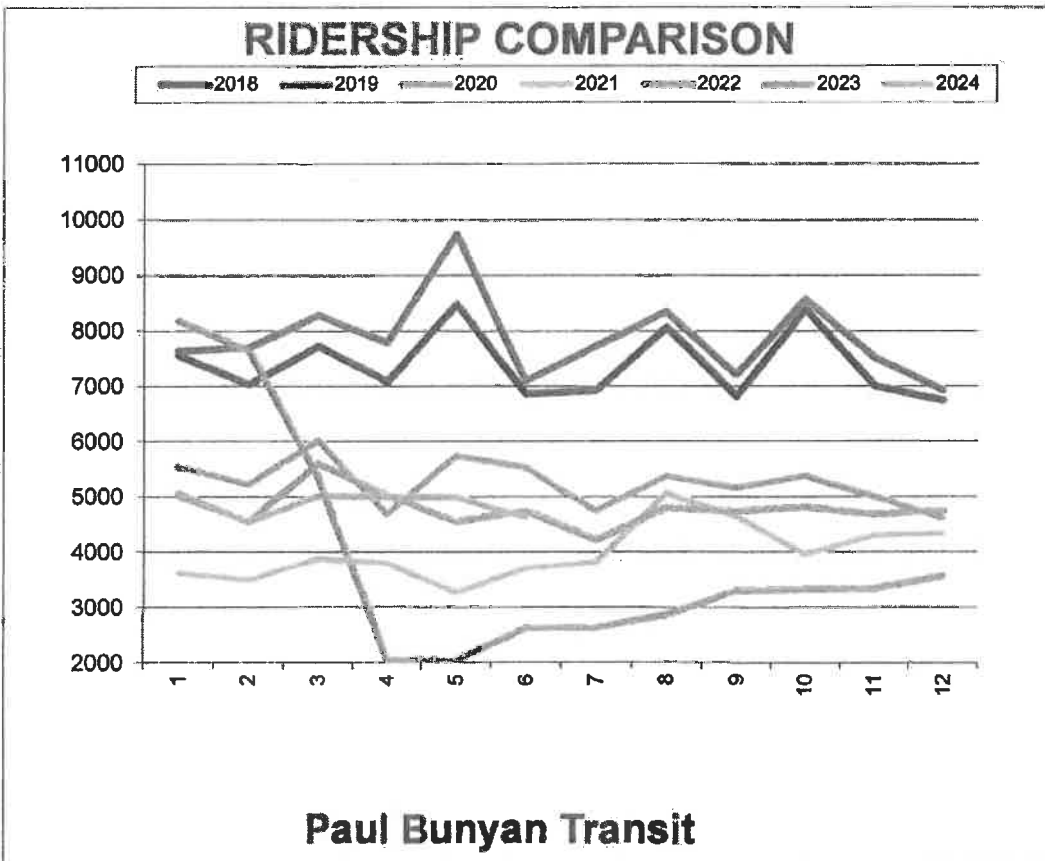
 Buses ordered 2020 & 2021, delivered in 2024 cost \$192,600 -173,340(90%) = \$19,260, city(55.86%) \$10,759, county(.4414%) \$8,501.

Bus grant application for 2025 Cost \$234,900-\$187,920(80%) = \$46,980 = \$26,243, city(55.86%) \$14,659, county \$11,584.

BEMIDJI ~ BELTRAMI BUS RIDERSHIP

| MONTH | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| JANUARY | 7548 | 7,633 | 8,178 | 3,626 | 5,017 | 5,543 | 5,066 |
| FEBRUARY | 7025 | 7,691 | 7,639 | 3,506 | 4,551 | 5,232 | 4,543 |
| MARCH | 7731 | 8,289 | 5,336 | 3,887 | 5,603 | 6,026 | 5,020 |
| APRIL | 7075 | 7,783 | 2,051 | 3,794 | 5,031 | 4,681 | 4,999 |
| MAY | 8477 | 9,742 | 2,052 | 3,278 | 4,552 | 5,741 | 4,995 |
| JUNE | 6863 | 7,099 | 2,630 | 3,719 | 4,754 | 5,547 | 4,646 |
| JULY | 6923 | 7,723 | 2,625 | 3,810 | 4,221 | 4,749 | - |
| AUGUST | 8062 | 8,339 | 2,867 | 5,064 | 4,798 | 5,373 | - |
| SEPTEMBER | 6814 | 7,214 | 3,305 | 4,655 | 4,738 | 5,171 | - |
| OCTOBER | 8390 | 8,578 | 3,328 | 3,970 | 4,813 | 5,380 | - |
| NOVEMBER | 7003 | 7,517 | 3,334 | 4,299 | 4,682 | 5,004 | - |
| DECEMBER | 6736 | 6,929 | 3,569 | 4,331 | 4,745 | 4,621 | - |
| TOTAL | 88,647 | 94,537 | 46,914 | 47,939 | 57,505 | 63,068 | 29,269 |

7387 7878 3910 3995 4792 5256 4878





BELTRAMI
county

**Cannabis
Legalization
Implementation**

July 2024

Introduction

- The 2023 cannabis legalization law allows Minnesota counties to adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business or hemp business as long as the restrictions do not prohibit the establishment or operation of a cannabis or hemp business.
- Local governments in other legalization states have adopted and implemented differing regulations on cannabis businesses that Minnesota local governments may want to consider.
- Counties may want to begin soon to analyze, deliberate, and decide on if and how it wants to regulate cannabis businesses in its jurisdiction given the short timeline between the adoption of state administrative rules and beginning of legal sales.

Office of Cannabis Management (OCM):

The cannabis legalization law delineates a number of policy areas that will receive additional specifications in state administrative rules. OCM Administrative rules will likely be created during the summer of 2024

Important Dates

- ▶ Original date for Counties to have ordinances and rules in place was January 1, 2025
- ▶ 2024 MN Legislative session added an early application period through a lottery for vetted applicants of social equity. July 24 - August 12
- ▶ Office of Cannabis Management just released the “Guide for Local Governments on Adult-Use Cannabis” last week which includes a model ordinance for cities and counties to consider.

Retail Business Registrations

- ▶ Cannabis retail businesses must register with the local government where its establishment is located before starting sales to customers.
- ▶ Cities and towns may delegate their registration authority to the county.
- ▶ Local governments do not register non-retail cannabis businesses.
- ▶ Local governments may adopt an ordinance that limits the number of licensed retail cannabis businesses to one per 12,500 residents.
 - ▶ If a county has one active registration for every 12,500 residents, a city or town within the county is not obligated to register a cannabis business.
 - ▶ If a county does not have an ordinance limiting retail cannabis businesses, it must register any business that applies and meets local regulations in the areas where they have registration authority, unincorporated land and cities or towns that have delegated registration authority to the county.

Cannabis Zoning

- ▶ Counties will need to determine which cannabis businesses will be permitted/allowed in the different county zoning districts and if the businesses will need conditional or interim use permits. This may vary for cultivation, manufacturing and retail.
- ▶ Siting:
 - ▶ Local governments may “adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business.”
 - ▶ A local unit of government may prohibit the operation of cannabis or hemp businesses within:
 - 1,000 feet of a school
 - 500 feet of a residential treatment facility
 - 500 feet of an attraction within a public park that is regularly used by minors
 - 500 feet of a day care
 - 500 feet of a playground/athletic field

Other Considerations

- ▶ Performance Standards
- ▶ Odor & Ventilation
- ▶ Security
- ▶ Light Pollution
- ▶ Water Use
- ▶ Energy Use
- ▶ Wastewater Management
- ▶ Solid Waste Management/Disposal
- ▶ Nuisances
- ▶ Temporary Cannabis Events

Recommendation

▶ Establish a Moratorium on Cannabis Business Permitting:

- ▶ MN Rules 342.13 (e) allows local units of government to establish interim ordinances to take time to study and adopt rules as they relate to zoning. **It identifies January 1, 2025, as the deadline for any interim rules.**
- ▶ **From 342.13 e:** If a local unit of government is conducting studies or has authorized a study to be conducted or has held or has scheduled a hearing for the purpose of considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of a cannabis business, the governing body of the local unit of government may adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. Before adopting the interim ordinance, the governing body must hold a public hearing. The interim ordinance may regulate, restrict, or prohibit the operation of a cannabis business within the jurisdiction or a portion thereof until January 1, 2025.

Benefits of a Moratorium

Creates Time To:

- ▶ NOT Intended to Impede Implementation of the Law
- ▶ Allow OCM to Complete Rulemaking & Guidance
- ▶ Establish Zoning Regulations
 - ▶ Use Planning & Zoning Commission to Complete Work
- ❑ **Many Other Counties and Cities have adopted Moratoriums**
- ❑ **Many other Counties and Cities are preparing Ordinances to regulate Cannabis Businesses**

Activities to Accomplish During the Moratorium

- ▶ Review Model Ordinances From AMC And OCM
- ▶ Conduct Stake Holder Meetings
- ▶ Hold Planning Commission Meeting(s)
- ▶ Evaluate Related Ordinances
- ▶ Draft Zoning Language
- ▶ Conduct Public Hearings
- ▶ Prepare and Present Final Zoning Language

Next Steps

- ▶ County Board decision to adopt an Interim Moratorium Ordinance
- ▶ Provide guidance/direction to staff and Planning Commission regarding desired outcomes of Cannabis Ordinance



BELTRAMI
county

Questions?

OFFICE OF COUNTY RECORDER
COUNTY OF BELTRAMI, MINNESOTA
THIS IS TO CERTIFY
THAT THIS INSTRUMENT
WAS FILED IN THIS
OFFICE ON 07/09/2024 AT
03:48 PM BY DOCUMENT NUMBER
A000623230
By: PAULA R. COONS
CHARLENE D. STURK
COUNTY RECORDER
PAGES: 3

BELTRAMI COUNTY COVER SHEET

This cover sheet is now a permanent part of the recorded document.



ORDINANCE NO.:52

INTERIM CANNABIS MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES

Whereas, Beltrami County does not have a Zoning Ordinance with standards for the regulation of the cannabis industry; and

Whereas, the Beltrami County Board of Commissioners has reviewed the recent Minnesota Statutes with respect to cannabis industry regulations necessary to protect public health, safety, and general welfare; and

Whereas, pursuant to Minnesota Statute § 394.34, the Beltrami County Board of Commissioners deems it necessary to adopt an Interim Ordinance placing a moratorium on the location, establishment, and finalization of new and pending cannabis industry locations and uses until January 1, 2025 to permit the planning process to take place and to allow County staff, the Planning Commission, and the County Board sufficient time to proceed in an orderly fashion to make any necessary changes, modifications, and updates to the County's Official Controls.

Whereas, an emergency situation exists and a temporary emergency moratorium is necessary to protect public health, safety, and general welfare until public hearings can be conducted on a longer-term ordinance; and

Whereas, the Beltrami County Board of Commissioners finds:

1. A temporary emergency zoning ordinance instituting a moratorium prohibiting new or pending cannabis industry locations and uses is necessary in order to hold discussions and hearings to determine whether a longer-term zoning ordinance shall be adopted and implemented, to protect the public health, safety, and general welfare of the residents of Beltrami County.
2. An emergency exists because, based on the recent Minnesota Statutory law changes as well the comments received from the community, the townships, and the cities, Beltrami County Zoning Ordinances do not afford the protection needed to ensure that the residents of Beltrami County are not adversely affected.
3. It is in the interests of public health, safety, and the general welfare to impose a temporary moratorium until a public hearing can be noticed and a permanent ordinance can be published pursuant to Minn. Stat. § 375.51.

NOW, THEREFORE, the Beltrami County Board of Commissioners Hereby Ordains:

Section 1. Temporary Restrictions on Cannabis Industry Zoning and Permitting. Until January 1, 2025, or until such earlier time as the Beltrami County Board of Commissioners determines by resolution that the reasons for the interim ordinance no longer exist, no new or pending applications for zoning, rezoning, or land use

permit (including, without limitation, permitted, interim, or conditional use permits) for any cannabis industry-related use shall be accepted, processed or approved by the County.

Section 2. Definitions and Application. The term “Cannabis Industry” means every item, product, person, process, action, business, or other thing related to cannabis flower and cannabis products and subject to regulation under this chapter.

Section 3. Enforcement. Beltrami County may enforce any provision of this Ordinance by any and all means authorized by Beltrami County Ordinances and State Statutes.


Section 4. Effective Date. This Ordinance shall take effect on the date of its passage and shall be in effect until January 1, 2025, unless earlier terminated by the Beltrami County Board of Commissioners.

Section 5. Severability. Every section, provision, or part of this Interim Ordinance is declared severable from every other section, provision, or part thereof to the extent that if any section, provision, or part of this ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.

ADOPTED BY THE BELTRAMI COUNTY BOARD OF COMMISSIONERS this 2nd Day of July, 2024

Chairman: 
John Carlson, Beltrami County Board Chair

ATTEST:


Tom Barry
Beltrami County Administrator

First Reading/Public Hearing: July 2, 2024
Adoption/Effective: July 2, 2024



Meeting Date: July 29, 2024
Joint Meeting
Beltrami County Commission
& Bemidji City Council

AGENDA BILL

SUBJECT: Judicial Ditch 2

RECOMMENDATIONS: Proceed in process to transfer jurisdiction from County to City

DEPARTMENT OF ORIGIN: County Highway

CONTACT PERSON: Bruce Hasbargen, County Engineer, 333-8180

DATE SUBMITTED: July 25, 2024

CLEARANCES: None

BUDGET IMPACT: None

EXHIBITS: presentation

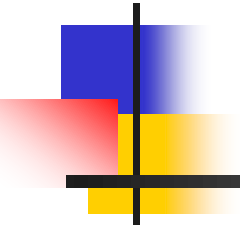
SUMMARY STATEMENT:

The County has been working to address inactive ditch systems. The two main options are to properly abandon them or to start collecting ditch assessments then inspect and maintain them.

JD 2 is a legal ditch system that was established in 1910. It is located within the City of Bemidji. See included map of JD 2 in presentation. JD 2 is an inactive ditch system. No assessments are being collected. Only minimal maintenance has been completed over the recent years (beaver removal). The City of Bemidji has a stormwater management system and charges a storm water utility fee on properties. Resurrecting the ditch assessments would place a second drainage fee on the benefitted properties in JD 2.

There is an option to transfer jurisdiction of the ditch to the City, as allowed by Statute 103E.812 Transfer of All or Part of Drainage System. The transfer would eliminate the ditch under Statute 103E and the City would take over management under its storm water utility.

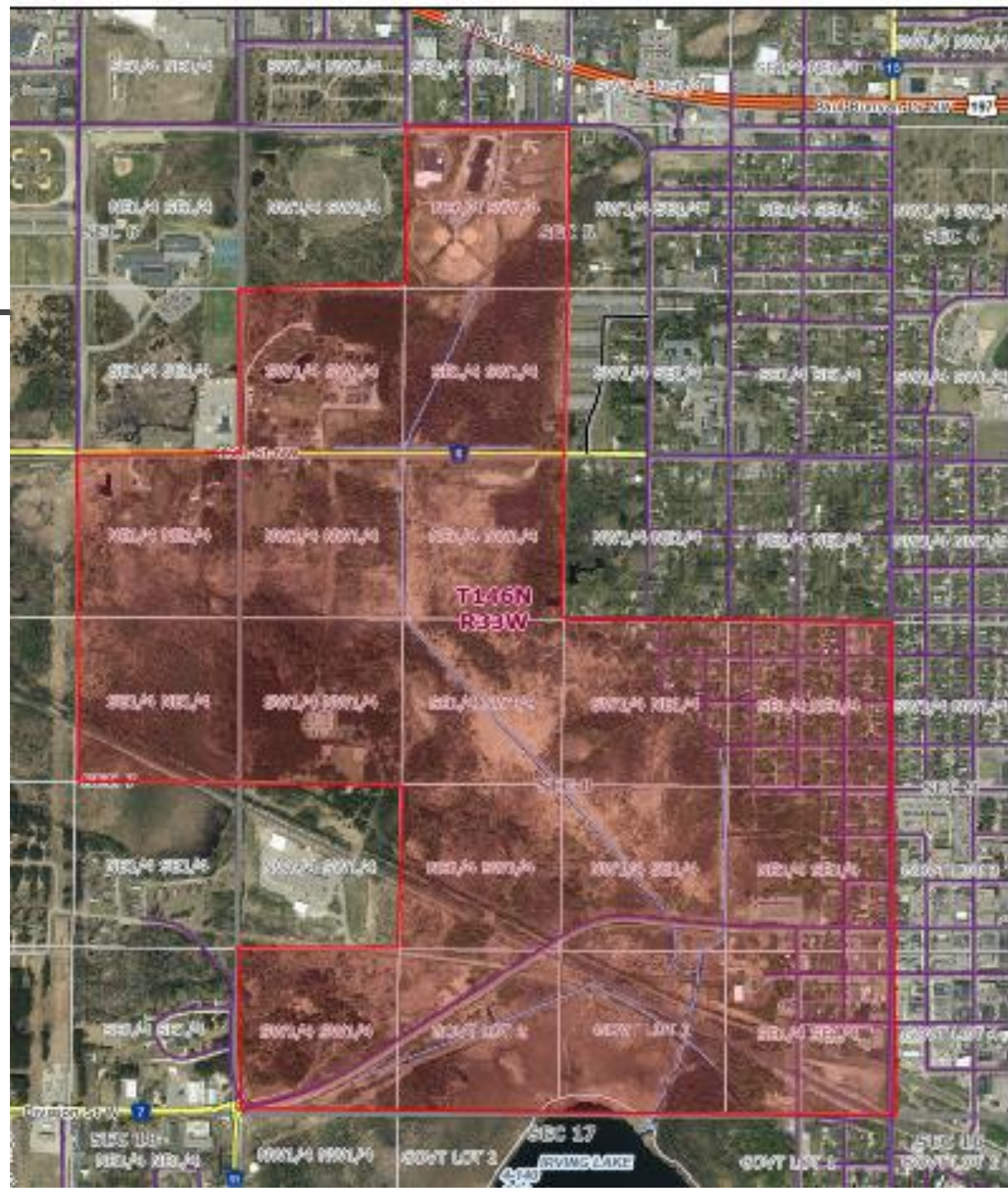
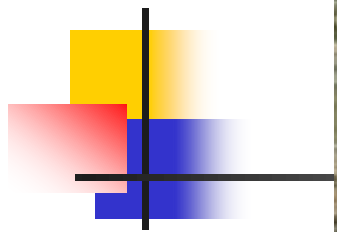
Judicial Ditch 2





Drainage System

- JD 2 is a legal drainage system
 - Established in 1910
 - MN Statute 103E
- The drainage system is a private system
- County administers, no public funds





Property Owners Rights

- Benefitting land acquires property rights in the ditch system.
- Property owners are assessed based on the benefits.
- Ditch assessments pay for all costs



Drainage Authority's Role

- The County Board is the “Drainage Authority”
 - 31 systems with 1050 miles of ditches across the County
 - Administer ditch systems in accordance with all applicable laws
 - Set and collect ditch assessments to pay for all costs
 - Each ditch has a separate account
 - Inspect, maintain, and repair



Keep system in state of repair

- After the construction of a drainage system has been completed, the drainage authority shall inspect and shall maintain the drainage system and provide the repairs necessary to make the drainage system efficient



Keep system in state of repair

- Not the case for many systems across the County (and the state)
 - Inactive systems
 - No assessments and no maintenance
 - JD 2 is one of the inactive systems
- A lost lawsuit in Stearns County highlighted the need to properly inspect, maintain, and repair



Options

- Collect assessments and maintain
 - JD 2 taxed twice – ditch assessment and City storm water fee
- Abandonment/Partial Abandonment
 - If the drainage system does not serve any useful purpose to any affected property and is not of public benefit
 - JD 2 provides a benefit, not an option
- JD 2 is within municipal boundary – can transfer jurisdiction to City



Jurisdictional Transfer Effect

- JD 2 ceases to exist under 103E
- It would be under City's water management authority
 - Storm Water Utility
 - City's responsibility



Jurisdictional Transfer Process

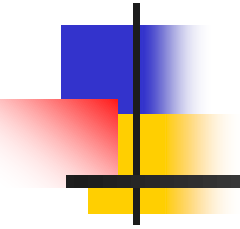
- Petition by at least 51% of landowners or City
- County Board holds hearing on petition
 - Review if waters can be better managed by City's water management authority
 - Objections reviewed by technical committee
- County Board Findings/Resolution



Next Steps

- General support from County Board to consider transfer
- General support from City?
 - Yes
 - Work with Sam, help draft petition
 - City Council decide to authorize petition or not
 - No
 - County hold meeting with beneficiaries
 - Start assessments and maintenance
 - >51% landowners could petition

Questions/Discussion





BELTRAMI county

Public Works/Solid Waste Update

July 2024

Agenda:

- Overview of State Statutes
- Current Facility Traffic
- Future Challenges
- Future Options
- Questions



References:

- Minnesota Statutes
- League of Minnesota Cities
 - Information Memo (dtd 8/3/23): City Solid Waste Management



State Rules/Statutes:

▶ 115A.552 OPPORTUNITY TO RECYCLE

▶ Subd 1. County Requirement. Counties shall ensure that **residents**, including residents or single and multifamily dwellings, have an opportunity to recycle. At least one recycling center shall be available in each county. Opportunity to recycle means availability of recycling and curbside pickup or collection centers for recyclable materials at sites that are convenient for person to use (5 Remote MSW & Recycling Transfer Sites, 2 Transfer Stations, 3 Remote Recycling Sites). Counties shall also provide for the recycling of problem materials (E-Waste, Tires, HHW, Petroleum Products, Bulbs) and major appliances (*Free at both Bemidji and Blackduck Transfer Stations, and Remote collection events*). Counties shall assess the operation of existing and proposed recycling centers and shall give due consideration to those centers in ensuring the opportunity to recycle. To the extent practicable, the costs incurred by a county for collection, storage, transportation, and recycling of major appliances must be collected from persons who discard the major appliances.

▶ Subd. 2. Recycling Opportunities, An opportunity to recycle must include:

- ▶ (1) a local recycling center in the **county** and sites for collecting recyclable materials that are located in areas convenient for persons to use them;
- ▶ (2) curbside pickup, centralized drop-off, or local recycling center for at least four (4) broad types of recyclable materials in **cities** with a population of 5,000 or more person; and
- ▶ (3) monthly pickup of at least four (4) broad types of recyclable materials in **cities** of the first and second class, and cities with 5,000 or more population in the metropolitan area.
 - ▶ Per Classification of Cities dtd Nov 2019, **Second Class Cities: Cities with a population between 20,001 and 100,000.**
 - ▶ **Currently Bemidji is a Third Class City: Cities with a population of 10,001 to 20,000.**

State Statutes:

▶ 115A.552 OPPORTUNITY TO RECYCLE

▶ Subd. 3. Recycling information, education, and promotion.

- ▶ (a) Each **county** shall provide information on how, when, and where materials may be recycled, including a promotional program that publishes notices at least once every three months and encourages source separation of residential, commercial, industrial, and institutional materials.

- ▶ Pioneer Advertising (On-line, Print), Bemidji Broadcast Advertising (On-Line), Facility Tours, Guest Speaker (BSU & Local Organizations), Beltrami County (Website, Quarterly New Paper)

▶ Subd. 4. Non-Residential recycling. Each **county** shall encourage building owners and managers, business owners and managers and collectors of commercial mixed municipal solid waste to provide appropriate recycling services and opportunities to generators of commercial, industrial, and institutional solid waste in the county.

- ▶ We do this by not charging for Single Source Recycling, reduces overall volume the Business/institution pays Beltrami County to process, transport, and recycle.

State Statutes:

- ▶ **15A.151 RECYCLING REQUIREMENTS; PUBLIC ENTITIES; COMMERCIAL BUILDINGS; SPORTS FACILITIES.**
- ▶ (a) A public entity, the owner of a sports facility, and an owner of a commercial building shall:
 - ▶ (1) ensure that facilities under its control, from which mixed municipal solid waste is collected, also collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal; and
 - ▶ (2) transfer all recyclable materials collected to a recycler.
- ▶ (b) For the purposes of this section:
 - ▶ (1) "public entity" means the state, an office, agency, or institution of the state, the Metropolitan Council, a metropolitan agency, the Metropolitan Mosquito Control Commission, the legislature, the courts, a county, a statutory or home rule charter city, a town, a school district, a special taxing district, or any entity that receives an appropriation from the state for a capital improvement project after August 1, 2002;
 - ▶ (2) "metropolitan agency" and "Metropolitan Council" have the meanings given them in section [473.121](#);
 - ▶ (3) "Metropolitan Mosquito Control Commission" means the commission created in section [473.702](#);
 - ▶ (4) "commercial building" means a building that:
 - ▶ (i) is located in a metropolitan county, as defined in section [473.121](#);
 - ▶ (ii) contains a business classified in sectors 42 to 81 under the North American Industrial Classification System; and
 - ▶ (iii) contracts for four cubic yards or more per week of solid waste collection; and
 - ▶ (5) "sports facility" means a professional or collegiate sports facility at which competitions take place before a public audience.

Current Daily Traffic Counts

▶ Bemidji Transfer Station:

- ▶ 650 cars average with surges over 1,000 during holidays
- ▶ + commercial haulers

****When will we exceed the facility capacity

▶ Blackduck Tansfer Station:

- ▶ 100 cars average with surges over 150 during holidays

▶ Demolition Landfill (May-Oct)

- ▶ 65 customers average (May-Oct)

Future Challenges/Planning:

▶ When will the Bemidji Transfer Station run out of capacity to handle self haulers?

▶ Options:

- ▶ Build a bigger transfer station
- ▶ City of Bemidji Mandates Organization Collection (More efficient, less green house gas, less car traffic on roads)

▶ Opportunity to Recycle:

▶ Options:

- ▶ County Planning, currently planning for a different site besides Target South, and Northdale Oil
- ▶ City of Bemidji starts a Curb Side Recycling Program (City of Bemidji did provide this service in the past)
- ▶ Combination of both, County new site for those outside of city limits, and City Curb Side Recycling Program.

Future Challenges/Planning:

- ▶ **Demolition Landfill Rules changing:**
 - ▶ Unlined Landfills will be eliminated, and forced close
 - ▶ MPCA will be hosting a public comment period on September 4, at the Beltrami Electric Cooperative Building
 - ▶ Networking: 12:30-1 PM
 - ▶ Meeting: 1-4 PM
- ▶ **Curbside Clean-up Events**
 - ▶ Never said no, just can't put everything in one container and some items are not free
- ▶ **Leaf Debris for City of Bemidji Residents**
 - ▶ County Provides composting at the Beltrami County Landfill, and after hour collection (City of Bemidji did provide Curb Side collection service in the past)



BELTRAMI county

Questions?

Contact:
Bruce Hasbargen
County Engineer
218-333-8173

bruce.hasbargen@co.beltrami.mn.us

Brian Olson
Solid Waste Director
218-333-8278

Brian.olson@co.beltrami.mn.us

BELTRAMI COUNTY

ADULT CORRECTIONS CENTER

DESIGN DEVELOPMENT PRESENTATION

By

Kraus Anderson | Contegrity Group Inc. | Klein McCarthy | County Staff

July 16, 2024



PROJECT BUDGET SUMMARY

MASTER PROJECT BUDGET SUMMARY

Project Funds Available (Including Contingency)

* Approved Overall Project Cost Budget **\$80,000,000**

Building Construction Cost

* June 20, 2024 KA-CGI Design Development Cost Estimate-1 \$68,424,297
**Previous 3/12/24 Schematic Design Est-1 was \$68,860,000*

Design & Engineering Cost

* Klein McCarthy Design Fees & Reimbursibles \$4,220,924
 * Estimated State Plan Review Fees \$209,332

Owner Soft Cost

* FFE (Equipment, Conveyor, Appliances, Furniture, Technology, Console, AV) \$2,091,000
 * Land Reviews, Closing Cost \$40,000
 * Land Survey \$10,000
 * Infrastructure, Radio Tower, Antennae, Cell Boosters \$235,000
 * 3rd Party Testing, Commissioning, Specialty Consultant (ElkCreek) \$445,000
 * Moving Cost Allowance \$50,000
 * Anticipated State Sales Tax Rebate on Construction Materials (\$1,176,043)

* Project Contingency 3.0% \$2,052,729

* Existing Jail Facility Investment Fund **\$3,000,000**

Project Balance (Over) / Under

Apply savings to Existing Jail Facility Investment Fund* **\$397,761

Additional Alternate Cost Items

* Add Polycarbonate Glass at Mental Health Area Add: TBD
 * Add Fire Pump (if needed by design calculations) \$169,325 Add: Included Above



PROJECT SCHEDULE

Owner: **Beltrami County**
Project: **Beltrami County Jail**
Location: Pioneer Street SE, Bemidji, MN
Designer: Klein McCarthy Architects
CM at Risk: Kraus-Anderson / Contegrity Group
Date: **July 16, 2024**

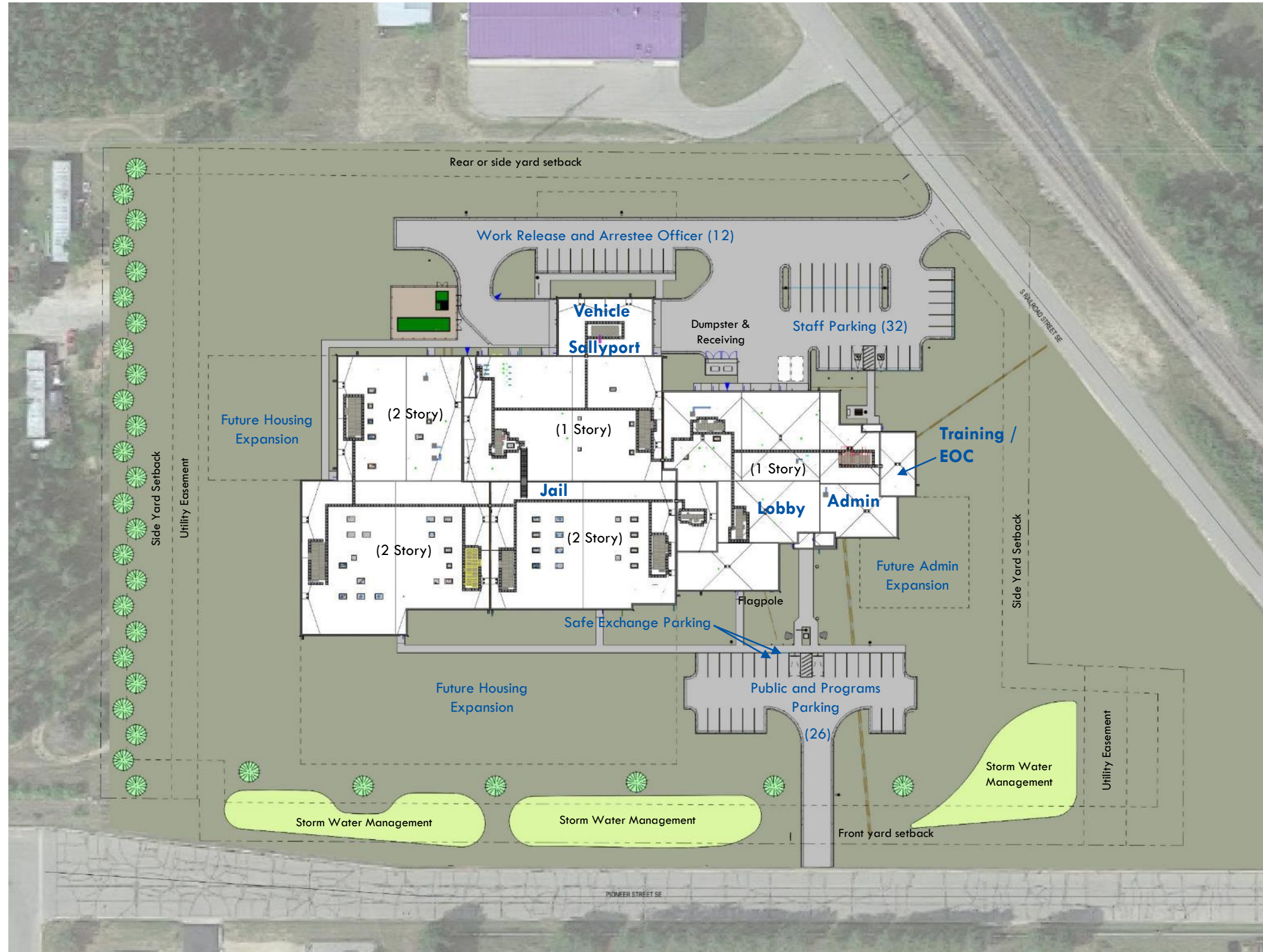


TIMELINE / MILESTONE DATES

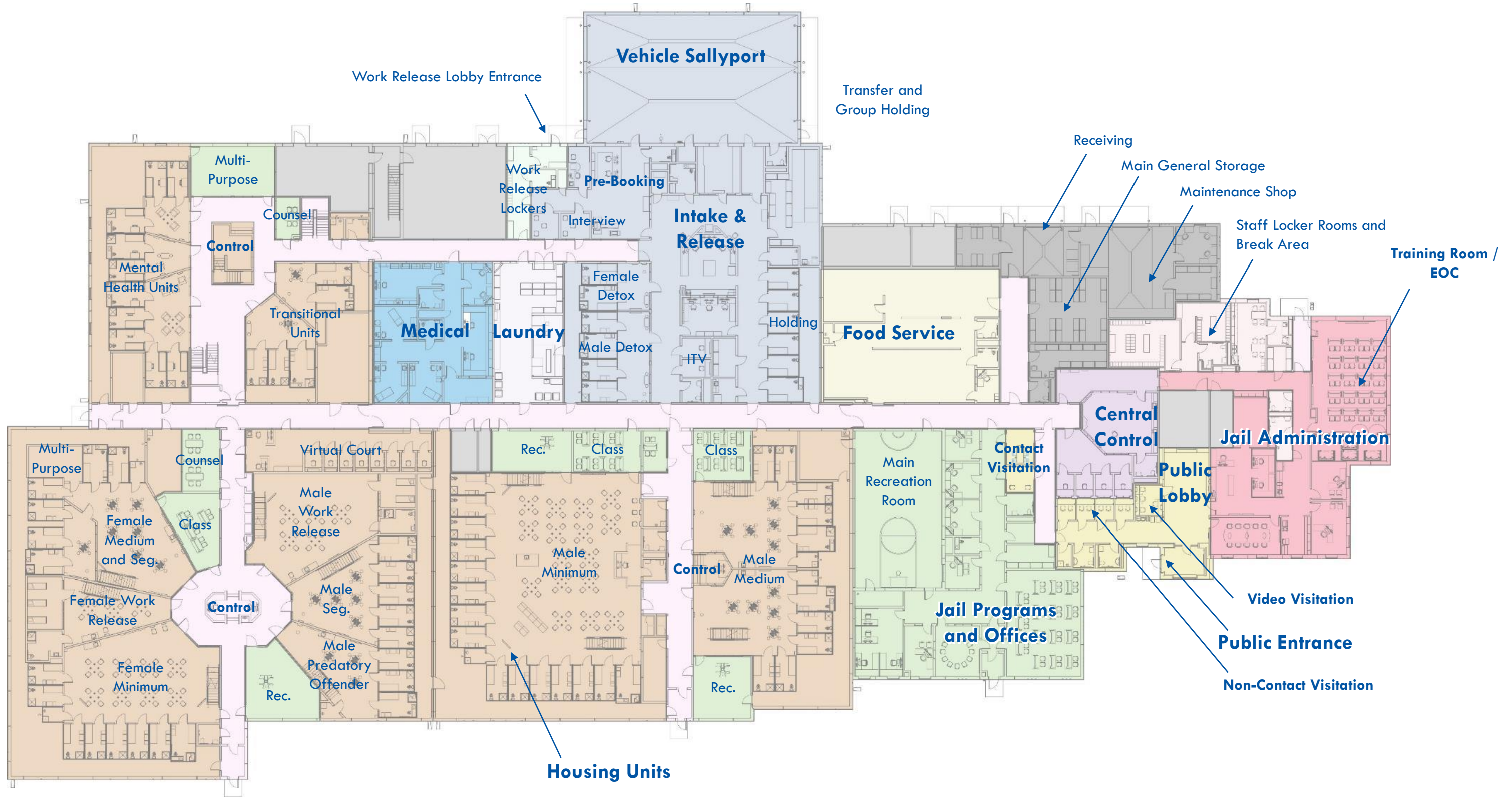
- * **8/1/2024 - 9/12/2024** *Anticipated Bidding Timeline*
- * **8/1/2024 - 9/30/2024** *City Plan Review and Permitting Process*
- * 8/1/2024 - 12/31/2024 State Plan Review and Permitting
- * 9/12/2024 Anticipated Bid Due Date
- * 9/13/2024 - 9/27/2024 Bids Review, Verify Responsiveness
- * 10/1/2024 Review Bids & Award Recommendations with County Board
- * 10/15/2024 Guaranteed Maximum Price Submittal to County Board
- * **9/23/24 - 10/11/24** *Groundbreaking Ceremony*
- * 10/15/2024 - 10/31/2024 Award and Issue Subcontracts
- * 11/1/2024 - 3/31/2025 Materials Procurement and Fabrication
- * 3/31/2025 "Notice-to-Proceed" Issuance from County
- * 4/1/2025 Mobilize to Site and Commence Construction
- * **4/1/2025 - 3/31/2027** *24 Month Construction Timeline*



SITE PLAN



FLOOR PLAN



DESIGN

AERIAL FROM SOUTHEAST



DESIGN

AERIAL FROM NORTHEAST



DESIGN

AERIAL FROM NORTHWEST



DESIGN

AERIAL FROM SOUTHWEST



DESIGN

FROM PUBLIC PARKING



DESIGN

APPROACHING PUBLIC VESTIBULE



DESIGN

APPROACHING STAFF PARKING AND SALLYPORT



DESIGN

PUBLIC LOBBY LOOKING NORTH



DESIGN

PUBLIC LOBBY LOOKING SOUTH



DESIGN

BOOKING



DESIGN

MAX UNIT DAYROOM



DESIGN

MEDIUM UNIT DAYROOM



DESIGN

MINIMUM UNIT DAYROOM



DESIGN

MENTAL HEALTH UNIT CIRCULATION



DESIGN

MENTAL HEALTH UNIT STAFF POST



DESIGN

MENTAL HEALTH UNIT DAYROOM



DESIGN

MEDICAL AREA



DESIGN

RECREATION ROOM



BELTRAMI COUNTY

ADULT CORRECTIONS CENTER

QUESTIONS ?



Beltrami County Opioid Settlement Fund Overview

- Year in Review –
 - A website was created and can be found at:
<https://www.co.beltrami.mn.us/services/public-health/>
 - Anne Lindseth, Health and Human Services Director and Amy Bowles, Public Health Director reached out to all city councils in Beltrami County offering an informational presentation regarding the opioid settlement funds. Presentations were provided during the July 3, 2023 meeting for Bemidji and July 17 for Kelliher. These presentations were designed to share information regarding the settlement dollars and discuss the creation of a steering committee.
 - Formation of the Steering Committee – A request for steering committee members was released publicly. Interested individuals were asked to submit a letter of interest. Applications were accepted for submission from July 21 through August 11, 2023.
 - Based on the letters of interest received the following individuals were selected and approved by the Beltrami County Board of Commissioners.
 - Anne Lindseth, HHS Director
 - Jason Riggs, Beltrami County Sheriff
 - Jeff Lind, Social Service Division Director
 - Carissa Golden, Child Protection Intake Manager
 - Captain Joe Kleszyk, Beltrami County Sheriff
 - Amanda Sachau, RESET Coordinator
 - Joe Gould, County Commissioner
 - David Hanson, Beltrami County Attorney
 - Dr. Joseph Corser, Sanford Health
 - Selena Beasley, Red Lake Chemical Health
 - Melinda Broden, LADC and Army Veteran
 - Joseph Beaudreau, Lead Peer Recovery Support Specialist
 - Jennifer Greenleaf, NWICDC
 - Captain David LaZella, Bemidji Police Department
 - Jenny Vance, Face It Together
 - Co-Chair Monica Thul, Public Health Program Manager
 - Co-Chair and Chief Strategist Amy Bowles, Public Health Director and Community Health Services Administrator
 - A list of all committee meeting minutes can be found at
<https://www.co.beltrami.mn.us/services/public-health/opioid-steering-committee/>
 - Quarterly updates have been published in the Beltrami County Newsletter.
 - Community Learning Sessions – the Committee hosted two opportunities for community members to share ideas on how the funds could be used. The Steering Committee hosted one session at Beltrami Electric and a second one at the Blackduck golf course in the fall of 2023.

- Hosted MDH Epidemiologist, Sara Lovette, at the November 21 County Board meeting to share opioid information and statistics for our region.
- Opioid settlement funded school support was offered to all Beltrami County schools and learning centers.
 - Training was completed at Blackduck, Schoolcraft, Treknorth, Concordia language village and Evergreen Youth and Family Services.
- Request for Proposals – An RFP was approved by the Beltrami County Board on January 16 and released January 17, 2024.
 - RFP responses were reviewed by the committee in March, presented at the April 16 board meeting, and contracts signed and approved by the Beltrami County Board July 2, 2024 to awarded agencies.
 - Selected applicants include:
 - NWICDC
 - Stellher Human Services
 - Northhomes
 - Village of Hope
 - Beltrami County Drug Court.
- Next Steps –
 - Host next set of community learning sessions in fall 2024
 - Create a community resource tab on the Opioid Steering Committee website.
 - Launch a Substance Use Disorder Campaign.
 - Invite Awardees to Committee Meetings and County Board meetings.
 - Release next RFP January 2025
 - Committee will continue to meet and bring ideas to the Board on allowed allocation of opioid dollars.