

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, May 19, 2025

**Council Chambers
City Hall – 317 4th Street NW
6:00 PM**



ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

AMENDMENTS TO THE AGENDA

MINUTES

- 1) April 21, 2025 Council Meeting
April 22, 2025 Board of Review
April 28, 2025 Work Session

CONSENT AGENDA

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

- 2) Claims Submitted by Finance Officer in the Amount Of \$1,367,162.16
- 3) Claims Submitted by ASM Global for the Sanford Center in the Amount of \$66,916.66
- 4) 2025 Business License Approvals
- 5) Approve Special Event Permit for Ride for the Troops (June 1)
- 6) Approve Special Event Permit for Downtown Dash 5k (July 5)
- 7) Approve Special Event Permit for Watermark Art Festival (July 19-20)
- 8) Approve Claim Release Agreement for WWTP Final Clarifier Project
- 9) Approve Change Order No. 4 - Wastewater Treatment Facility - Final Clarifier Project - City Project 23-03
- 10) Approve MOU with Beltrami County Regarding Fern Street Recycling Site
- 11) Resolution Approving Petition to Transfer Beltrami County Judicial Ditch #2 to City of Bemidji

CITIZENS WITH BUSINESS BEFORE THIS COUNCIL-NOT ON AGENDA

Public Comment – Please give your name, address, and state your concern/comment. Visitors may share their concerns with City Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive or overly argumentative. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. COMMENTS WILL BE TAKEN UNDER ADVISEMENT BY THE COUNCIL.

ORDINANCES

- 12) Ordinance Amending the Zoning Map Adopted in Chapter 28 of the Bemidji City Code

Entitled "Development Code"

NEW BUSINESS

- 13) Middle School Drive & Hannah Avenue NW Reconstruction Project - Consider Award of Bid - City Project 23-05
- 14) Consider Special Event for All School Reunion
- 15) Summary of Conclusions of Evaluation of Performance of City Manager
- 16) Actions with City Manager Related to Evaluation Performance

COUNCIL COMMITTEE REPORTS

CLOSED MEETING

Consider Closed Session Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) regarding pending or threatened litigation concerning the incorporation of Northern Township and/or possible responsive City boundary adjustment petitions.

REOPEN MEETING

Reopen meeting if closed and consider possible action therefrom.

UPCOMING MEETINGS

- 17) Monday, May 26 - HOLIDAY
Monday, June 2 - Council Meeting
Monday, June 9 - Planning Board
Monday, June 16 - Council Meeting

ADJOURN

PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – April 21, 2025

DRAFT

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, April 21, 2025, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

Upon roll call, the following Councilmembers were declared present: Prince, Fiskevold Gould, Peterson, Dickinson, Rivera, Eaton, Thayer.

Staff Present: City Manager Rich Spiczka, Finance Director Donna Coe, City Engineer Sam Anderson, Parks & Recreation Director Marcia Larson, City Attorney Katie Nolting, Planning Director Jamin Carlson, City Clerk Michelle Miller

AMENDMENTS TO AGENDA

Mayor Prince called for any amendments to the agenda. **Motion by Peterson, seconded by Thayer, approving the agenda as presented. Motion carried by unanimous voice vote.**

MINUTES

The following minutes were presented for approval:

- March 10, 2025 Work Session
- March 17, 2025 Council Meeting
- March 17, 2025 BEDA Meeting

Motion by Eaton, seconded by Dickinson, approving minutes as presented. Motion carried by unanimous voice vote.

CONSENT AGENDA

Mayor Prince called for any amendments to be made to Consent Agenda. The following Consent Agenda items were presented for approval. **Motion by Thayer, seconded by Peterson, to approve Consent Agenda items as follows:**

1. Claims Submitted by Finance Officer in the Amount of \$1,313,370.00
2. Claims Submitted by ASM Global for the Sanford Center in the Amount of \$51,589.21
3. Approve February Financials from ASM Global for the Sanford Center
4. Approve Special Event Permit for 2025 Mississippi Music Summer Concert Series
5. Approve Temporary 1 Day Consumption and Display Permit (Bemidji Girls Basketball)
6. Approve Appointment of Sandra Henson to the Public Arts Commission
7. Approve 2023 Edward Byrne Memorial Justice Assistance Grant Program (JAG) MOU
8. Approve Services to Seal Coat Trails to Ness Seal Coat (\$25,000)
9. Approve Change Order #1 for the Cameron Park Restroom Project for \$6,396.53
10. **RESOLUTION NO. 6612:** Restricting Parking (Hannah Ave NW, Norton Ave NW, 14th ST NW)
11. **RESOLUTION NO. 6613:** Accepting the Responsibility as the Sponsoring Agency (5th St Trail)

Motion carried by unanimous voice vote.

CITIZENS WITH BUSINESS NOT ON AGENDA

- No appearance.

PUBLIC HEARING

Public Hearing for Three Less One, Inc (dba Bar 209) for the Seasonal Expansion of Liquor License Regarding Outdoor Dining – Consider Permit for Street Café

Pursuant to published notice, a Public Hearing was held to receive input regarding a Permit for Three Less One Inc. (Bar 209) for the Seasonable Expansion of Licenses Regulating Outdoor Dining. Mayor Prince opened the Public Hearing at 6:07 p.m., with a letter from the Senior Center objecting to the permit for outdoor dining being read into the record. Rivera suggested that the string lights be included in the site plan for next year. Hearing no further comments, Prince closed the public hearing at 6:10 p.m.

Motion by Thayer Gould, seconded by Eaton, approving the permit to Three Less One, Inc. (Bar 209) for the Seasonable Expansion of Liquor License and Outdoor Street and Sidewalk Cafe. Motion carried 6-1 by voice vote with a no vote from Rivera.

ORDINANCES

AN ORDINANCE Amending the Zoning Map Adopted in Chapter 28 of the Bemidji City Code Entitled “Development Code” (Planning Case ZOA-2025-0002, HBS Properties, LLC was given a first reading.

NEW BUSINESS

Consider Request for Reduction of Fees and Issuance of 1-4 Day Temporary Liquor Permits for 2025 Mississippi Music Summer Concert Series and Consider Resolution Approving the Site and Alcohol for the 2025 Mississippi Music Summer Concert Series

Miller stated that Board President for Mississippi Music, Kristi Miller, has submitted seven (7) 1-4 Day Temporary Liquor License Applications for the Mississippi Music Summer Concert Series to be held on Wednesday evenings in June, July, and August at the Waterfront. The temporary licenses allow for the sale of strong beer at and during these waterfront concert series events.

The Board is again requesting that the City Council consider a reduction of a portion of the total cost of the seven (7) license fees. In previous years the Council reduced the fees by three-quarters (total of 7 x \$120/each = \$840). Previous comments from councilmembers for justifying a reduction of the cost includes the limited length of the event (two hours per event vs. 1-4 full day use). Therefore, if the Council follows the previous actions, a three-quarter reduction would result in a total fee payment of \$210 for the eight temporary on-sale liquor license permit fees.

Thayer and Prince expressed opposition to the waiver of fees.

Motion by Fiskevold Gould, seconded by Rivera, to approve the seven (7) Temporary On-Sale Liquor Permits and waiver of three-quarters of the \$840.00 fees. Motion carried with the following roll call vote: Yeas: Peterson, Fiskevold Gould, Rivera, Eaton, Dickinson. Nays: Thayer, Prince.

RESOLUTION NO. 6614: Approving the Site and Alcohol for the 2025 Mississippi Music Summer Concert Series was offered by Councilmember Fiskevold Gould, who moved its adoption, and upon due second by Councilmember Rivera was passed by the following roll call vote: Yeas: Peterson, Fiskevold Gould, Rivera, Eaton, Dickinson. Nays: Thayer, Prince.

Consider First Amendment to Sanford Center Naming Rights Agreement

The City of Bemidji and Sanford are parties to a Sanford/Bemidji Naming Rights Agreement originally dated December 6, 2010, which provided for Sanford's financial contributions and support of the now known as Sanford Event Center owned by the City. By letter dated September 24, 2019, Sanford elected to continue its financial contributions, with final contribution to be made on November 1, 2024. In recognition of these continued contributions, the City agreed to extend the exclusive naming and other recognition through October 31, 2025. Sanford now wishes to extend its financial support of the Event Center for an additional three years (2026, 2027 and 2028). The City

wishes to continue extending the same recognition addressed in the agreement and letter in appreciation for these gifts. This Amendment memorializes these commitments.

Motion by Peterson, seconded by Thayer approving the First Amendment to Sanford/Bemidi Naming Rights Agreement through 2028 and authorize execution by the Mayor and City Manager. Motion carried by unanimous voice vote.

Consider Resolution Awarding Bid - 2025 Park Avenue NW Reconstruction - City Project 25-02
Anderson state that on January 6, 2025 the City Council approved the feasibility report for the proposed 2025 Park Avenue NW Reconstruction project. A public hearing was held on February 3, 2025 and at the conclusion of the hearing the city council passed a resolution ordering the project and authorizing the preparation of engineering plans and the receipt of bids.

The streets that are proposed to be included are:

Park Avenue NW 15th Street NW – 23rd Street NW

A bid opening for the project was held on Tuesday April 15, 2025 and the following two (2) bids were received:

<u>Bidder</u>	<u>Total Bid</u>
Reierson Construction	\$ 1,532,647.75
Sparky's Construction, Inc.	\$ 1,640,889.19
Moore Engineering Estimate:	\$ 1,917,079.00

Park Avenue NW from 15th Street to 23rd Street would be assessed per the city's current assessment policy of \$45/front foot and \$1,070 for each utility service that may be required. Corner lots are assessed for half of the property frontage abutting the project.

The total bid amount of \$1,532,647.75 will result in a total project cost of approximately \$1,840,000.00 after design engineering, material testing, and construction administration costs are added in. This is roughly \$375,000 less than what was assumed as part of the feasibility report. The overall project budget assumes consulting with Moore Engineering to assist City staff with construction observation and administration. The consultant agreement is in review and will be presented to Council for approval at a future council meeting.

Funding sources are proposed to come from the following sources:

	<u>Project total</u>
Street Assessments	\$ 131,422
State Aid Construction Account	\$ 780,699
Storm Sewer Fund	\$ 126,691
Sanitary Sewer Assessments	\$ 5,350
Sanitary Sewer Utility Fund	\$ 354,452
Water Assessments	\$ 3,210
Water Utility Fund	\$ 438,176
Total:	\$1,840,000

Project Schedule

Construction of the project is set to begin in mid-May, weather permitting, and is anticipated to be completed in October this year.

RESOLUTION NO. 6615: Awarding Bid to Reiersen Construction in the Amount of \$1,532,647.75 for the 2025 Park Avenue NW Reconstruction Project, City Project 25-02 was offered by Councilmember Thayer, who moved its adoption, and upon due second by Councilmember Peterson. Motion passed by unanimous voice vote.

COUNCIL COMMITTEE UPDATES

- Councilmember Eaton reported on the Airport Authority: continuing two daily flights; working on strategic plan and runway design; and Library Board: noting increased use by unhoused individuals; concerns about library patrons feeling safe
- Councilmember Fiskevold Gould reported on Parks and Recreation: plans for Algoma Park and intersection safety; and the Beltrami County Historical Society: grants and events
- Councilmember Peterson reported on Heritage Preservation: first 100-year-old building recognition, with three more building applications pending; and continuing work on 1909 pumping station
- Councilmember Thayer reported on Sustainability Commission: discussing local foods, GreenSteps and comprehensive plan; and HRDC Commission: transportation program updates
- Councilmembers Dickinson and Rivera had no reports
- Mayor Prince reported on attending an HRDC comprehensive plan interview and upcoming Minnesota Housing Rural Mayors panel.

CLOSED MEETING

Prince stated that council will need to discuss in closed session pending or threatened litigation concerning the incorporation of Northern Township and/or possible responsive City boundary adjustment petitions Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b). Prince read into the record that the need for confidentiality outweighs the purposes served by the open-meeting law in this case based on the following:

- On April 16, 2025, the City received a Notice of Northern Township's Intent to Incorporate, informing the City that the Township intends to file an incorporation petition with the state seeking to incorporate as a City.
- While Northern Township has not yet filed an incorporation petition, it has now taken formal action as required by the incorporation statute prior to initiating an incorporation proceeding in the Office of Administrative Hearings.
- The City of Bemidji, as an adjacent jurisdiction, is entitled to become a party to Northern Township's incorporation proceeding, which could become a litigated contested matter before the Office of Administrative Hearings.
- The City of Bemidji, in response to a petition for incorporation filed by Northern Township or on the City's own initiative, may choose to file a petition of its own with the Office of Administrative Hearings seeking a different boundary adjustment.
- Therefore, the City Council and legal counsel need to have a candid and open discussion to determine whether and how to respond to such a petition and related strategic considerations in order to allow sufficient time to prepare for a potential contested case.
- The purpose of the closed meeting is not to make a decision behind closed-doors, but instead to determine the legal options and strategy for handling the threatened litigation as well as possible responsive petitions or pleadings and possible areas of reconciliation or settlement.
- The only business to be discussed in the closed session is the threatened litigation and/or possible responsive City boundary adjustment petitions.
- An open session would be detrimental because it may take place in the presence of individuals or parties involved in the threatened litigation and thereby divulge legal strategy that may be detrimental to the interests of the City and taxpayers.

- A closed session would benefit the public because the ultimate outcome of the threatened litigation may impact the finances, operations, future growth, services, economic development, and rights of the City.

Motion by Eaton, seconded by Thayer to close the meeting. Motion carried by the following roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Eaton, Fiskevold Gould, Peterson. Meeting closed at 6:44 p.m.

Those in attendance: Rich Spiczka, Sam Anderson, Donna Coe, Katie Nolting, Jamin Carlson, Robert Scott, Robert Kringler and Michelle Miller.

REOPEN MEETING

Having completed their business in closed meeting, Prince reopened the City Council meeting at 8:37 p.m.

Consider Retaining Flaherty and Hood to Represent the City in the Potential Boundary Adjustment and Permitting Proceedings

Motion by Fiskevold Gould, seconded by Eaton to retain Flaherty & Hood, P.A. to represent the City and take all actions necessary or convenient to protect the city's interests in boundary adjustment and wastewater permitting proceedings concerning Northern Township at the Office of Administrative Hearings and/or Minnesota Pollution Control Agency. Motion carried by the following roll call vote: Yeas: Eaton, Prince, Peterson, Thayer, Dickinson, Rivera, Fiskevold Gould.

Consider Resolution Calling for Negotiations with Northern Township, Establishing Principles and Policies Regarding Future Growth, and Authorizing Preparations for Annexation Proceedings

RESOLUTION NO. 6616: Calling for Negotiations with Northern Township for the Extension of Utility Services and Orderly Annexation, Stating Principles and Policy Positions Regarding Future Growth, Development and Boundary Adjustment Issues, and Authorizing the Preparation for Annexation Proceedings was offered by Councilmember Thayer, who moved its adoption, and upon due second by Councilmember Fiskevold Gould. Motion carried by unanimous roll call vote: Yeas: Dickinson, Fiskevold Gould, Prince, Eaton, Peterson, Thayer, Rivera.

UPCOMING MEETINGS

- Tuesday, April 22 - 5:00 p.m. - Board of Review
- Monday, April 28 - 5:30 p.m. - Work Session (Lead & Copper Update/Open Forum Policy)
- Monday, May 5 - 6:00 p.m. - Council Meeting
- Monday, May 12 - 5:30 p.m. - Planning Board
- Monday, May 19 - 6:00 p.m. - Council Meeting

ADJOURN

There being no further business, motion by Peterson, seconded by Thayer, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 8:40 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

BEMIDJI CITY COUNCIL BOARD OF REVIEW

April 22, 2025

DRAFT

Pursuant to due call and published notice, the Board of Review of the City of Bemidji met at City Hall on Tuesday, April 22, 2025, at 5:00 p.m. with Chair Pro Tem Rivera presiding, for the purpose of reviewing and correcting the assessment of properties within city limits of the City of Bemidji for the year 2025 payable in 2026.

Upon roll call, the following Board Members were declared present: Peterson, Johnson, Rivera, Eaton, Thayer. Absent: Prince, Fiskevold Gould

City Staff: City Manager Rich Spiczka, City Clerk Michelle Miller

Beltrami County Assessor's Office: Kaleb Bessler, Cade Schulke

PRESENTATION BY ASSESSOR

County Assessor Kaleb Bessler stated that pursuant to state statute, property ratios are required to be between 90% and 105% which is estimated value compared to sale price. Sales data reflects the timeframe of October 1, 2023 through September 30, 2024:

- Bessler provided total values and new construction values for both the county and the City of Bemidji. Bessler stated their focus was on commercial values for the past year.
- The adjusted residential ratio is 98.78% after adjustment from 99%, mostly due to building depreciation. There were 178 residential sales with a median sale price of \$187,000.
- Commercial ratio is 91.60% after adjustment from 60%. There were 19 commercial sales with a median sale price of \$585,000.
- Apartment ratio 92.71%. There were 3 rental sales with a median sale price of \$3,000,000.

PROPERTY OWNERS WISHING TO BE HEARD

Chair Pro Tem Rivera opened the public hearing at 5:10 p.m.

- Lisa Putney, 1005 Lake Blvd NE, provided comments on the significant increase in the value of her property and requested a review.
- Mary Locke, 302 Lakewood Dr NW, inquired about the decrease in the value of her property. Bessler noted that it was due to building depreciation.
- Kelsi Skime, 4635 Power Dam Road NE, inquired about why her property is in city limits when most of her properties surrounding her are in the township. Miller stated she had taken a phone call from Kelsi sometime ago and determined that her property was either part of orderly annexation or a previous owner has petition to be annexed. Miller stated Ms. Skime should consult with an attorney regarding detachment from the city limits.
- Gina Erickson, 1415 Bixby Avenue NE, provided comments on the increase in the value of her property and requested a review.
- Rick Hanson, 3125 Bemidji Avenue, 3217 Bemidji Avenue, vacant Bemidji Avenue, 3721 Birchmont Drive and 3140 Birchmont Drive, provided comments on increases in the value of his properties and requested a review.
- Bessler provided a written appeal for 2821 Whispering Ridge Dr NE. The owner of this property had been in conversations with the previous assessor regarding a burial ground located on the property resulting in no decisions or recommendations being made.

Hearing no additional comments Chair Pro Tem Rivera closed the public hearing at 5:57 p.m.

Motion by Thayer, seconded by Eaton, to recess the meeting to Monday, May 5 at 5:00 p.m. at City Hall. Motion carried by the following roll call vote: Yeas: Peterson, Thayer, Rivera, Eaton, Dickinson. Absent: Fiskevold Gould, Prince.

RECESS

The meeting recessed at 6:06 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Work Session – April 28, 2025

DRAFT

Pursuant to due call and notice, a work session of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, April 28, 2025 at 5:30 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

Upon roll call, the following Councilmembers were declared present: Prince, Fiskevold Gould (5:31), Peterson, Dickinson, Rivera, Eaton, Thayer.

Present: City Manager Rich Spiczka, City Engineer Sam Anderson, City Clerk Michelle Miller

Lead and Copper Update

Through the Environmental Protection Agency and the Minnesota Department of Health, Anderson highlighted the city's efforts to identify and replace galvanized lines, with 127 requiring replacement and 327 categorized as unknown. The city received approval for its inventory in October and is preparing for grant funding to cover replacement costs through the Minnesota Department of Health, expecting to receive between \$2-2.5 million to replace galvanized lines.

Over the years staff have researched historical records, including old index card files, and updating the GIS mapping system to track water service line materials. The City has offered free lead testing to homeowners, with only one test showing a very low, non-concerning lead detection. The city will develop a pre-approved list of plumbers for emergency repairs and can reimburse costs up to \$10,000-\$12,000 per service line. Staff are committed to continuing investigations to reduce the number of unknown lines and ensure water service safety.

No action was needed with the council supportive of the process as presented.

Open Forum Policy Discussion

Council discussed the need for a formal policy related to open forum, the importance of public comment, and the logistics of handling materials and public participation. Items discussed and key considerations:

Location, Timing and Participation:

- Consensus to keep public comment at the beginning of the meeting
- Maintain 3-minute time limit per speaker
- Consider a total time allocation (e.g., 15-20 minutes total)
- No requirement to sign up in advance
- Potentially allow clarifying questions from council

Material Presentation:

- Most councilmembers opposed using audio-visual equipment
- Prefer materials be emailed or handed directly to council
- Materials would become part of public record

Agenda Item Comments:

- Generally, discourage commenting on agenda items

- Suggest alternative methods like comment forms for agenda-specific feedback

Additional Considerations:

- Develop clear decorum rules
- Potentially different rules for public hearings vs. open forum
- Explore follow-up mechanisms for citizen concerns

The council agreed to continue developing a comprehensive policy with input from staff and legal counsel.

ADJOURN

There being no further business, motion by Peterson, seconded by Dickinson, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 6:46 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

Bill List Summary

May 19th, 2025

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
42471 - 42575	See Attached List	<u>1,367,162.16</u> \$1,367,162.16
	TOTAL	\$ 1,367,162.16

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 05/14/2025 - 10:40AM
Warrant Request Date: 5/20/2025
DAC Fund:



Batch: 00420.05.2025

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Acme Tools-Bemidji	000042471	525.09
2	Arrow Printing	000042472	86.08
3	Artisan Beer Company	000042473	644.40
4	Arvig	000042474	11,191.77
5	Ascentek, Inc.	000042475	548.51
6	Barr Engineering Company	000042476	550.00
7	Bellboy Corporation	000000000	2,538.73
8	Beltrami County Dare Advisory	000000000	258.47
9	Beltrami County Highway Dept.	000042477	36,188.71
10	Beltrami County Recorder	000042478	484.00
11	Beltrami County Solid Waste	000042479	712.05
12	Beltrami Electric Coop	000042480	1,201.43
13	Bemidji Coca-Cola Bottling Co, Inc	000042481	986.10
14	Bemidji Coop Ass'n, Inc.	000042482	621.16
15	Bemidji Paper Sales, Inc.	000042483	1,820.16
16	Bemidji Roofing Inc	000042484	225.00
17	Bernick's	000000000	49,297.01
18	Bluefin Payment Systems	000000000	3,000.28
19	Bonded Lock & Key of Bemidji	000042485	5.90
20	Bound Tree Medical, LLC	000042486	506.94
21	Bradco Restoration, Inc.	000042487	12,500.00
22	Breakthru Beverage Minnesota Beer, LLC	000042488	855.00
23	Breakthru Beverage Minnesota Wine & Spirits, LLC	000042489	16,479.30
24	Campus Recreation	000042490	1,090.50
25	Cities Digital, Inc.	000042491	1,197.00
26	City of Bemidji - ACH	000000000	1,062.48
27	CJ Services	000042492	460.00
28	CNA Surety	000042493	100.00
29	Code 4 Services, Inc.	000042494	4,587.50
30	Column Software PBC	000042495	40.01
31	ComplianceGo, LLC	000042496	600.00
32	CSG Forte Payments, Inc.	000000000	1,829.50
33	Culligan	000042497	863.50
34	Dahlheimer Beverage Brainerd	000000000	4,486.62
35	Derby,Mason	000000000	60.00
36	Dick's Plumbing & Heating, Inc	000042498	189.52
37	Docu Shred	000042499	85.50
38	D-S Beverages	000042500	46,584.26
39	DSGW Architects	000042501	120.00
40	Eagle Engraving, Inc	000042502	244.95
41	EAPC Architects Engineers	000042503	1,904.00
42	Earl F. Andersen, Inc.	000042504	437.05
43	Emergency Automotive Technologies, Inc.	000000000	1,674.23
44	Fastenal Company	000042505	44.48

Page Total: \$208,887.19

Line	Claimant	Voucher No.	Amount
45	Fed Ex	000042506	111.56
46	Flagship Recreation, LLC	000042507	2,804.00
47	Flaherty & Hood, P. A.	000042508	2,565.00
48	FleetPride, Inc.	000042509	71.16
49	Forestedge Winery	000000000	1,656.00
50	Forum Communications Company	000000000	300.00
51	Frenzel Construction, Inc.	000042510	50,750.00
52	Gaslin Garage Door	000042511	1,027.50
53	Gopher State One-Call	000000000	236.70
54	Granite City Armored Car, Inc.	000042512	803.40
55	Guardian Fleet Safety	000042513	42,130.64
56	Guardian Pest Control, Inc	000042514	98.15
57	Hach Company	000042515	752.00
58	Hawkins, Inc.	000042516	4,708.14
59	HBI Radio Bemidji	000042517	168.00
60	Higgins Heating, A/C , Inc.	000042518	464.10
61	Holiday Outdoor Decor	000042519	6,543.00
62	Home City Ice Co.	000042520	263.98
63	HRP Small Engine & Powersport Repair	000042521	128.76
64	Jackson,Melissa	000000000	162.00
65	Jim Hirt Trucking, Inc	000042522	2,470.43
66	Joe's Northwoods Pest Control	000042523	113.50
67	Johnson Bros., Inc.	000042524	35,652.51
68	Klockow Brewing Company	000042525	430.50
69	L & M Supply, Inc.	000042526	906.63
70	League of MN Cities	000042527	1,125.00
71	League of MN Insurance Trust	000042528	1,433.92
72	Locators & Supplies, Inc.	000000000	22.30
73	Loucks	000042529	35,629.96
74	Macqueen Emergency Group	000000000	591.53
75	Marco Technologies LLC	000042530	210.55
76	Marco, Inc.	000000000	383.94
77	McKinnon Co., Inc.	000042531	16,091.70
78	Menards-Bemidji	000042532	801.34
79	Milk and Honey Ciders	000042533	815.00
80	Miller,Michelle	000000000	150.00
81	Mississippi River Cities and Towns Initiative	000042534	2,500.00
82	MN Pollution Control Agency	000042535	931.67
83	MN Valley Testing Lab, Inc.	000000000	150.40
84	Mobile Repair Service & Equipment, Inc.	000042536	545.00
85	MPH Industries, Inc.	000042537	11,431.42
86	NAPA Auto Parts/Premier	000042538	2,228.85
87	Naylor Heating & Refrigeration, LLC	000000000	2,859.16
88	Nei Bottling, Inc.	000042539	193.09
89	Neopost-ACH	000000000	1,050.00
90	North Central International	000042540	305.34
91	North Country Electrical Services, Inc.	000042541	275.00
92	Northern Paving Inc.	000042542	6,134.00
93	NW MN Hazardous Waste Management	000042543	1,046.75
94	NW Tire, Incorporated	000042544	157.98
95	O'Reilly Auto Parts	000042545	82.49
96	Paul Bunyan Ice	000042546	653.84
97	Paustis & Sons	000042547	3,146.00
98	Phillips Wine & Spirits	000042548	45,535.03
99	Portable Welding	000042549	325.00
100	Postmaster	000042550	1,983.74
101	Priority Payment Systems	000000000	153.35

Page Total: \$294,261.01

Line	Claimant	Voucher No.	Amount
102	Raphaels Bakery Cafe	000042551	25.00
103	Rice Lake Construction Group	000042552	731,953.09
104	Richards Publishing Company	000042553	448.17
105	RIHM Leasing Inc.	000042554	933.20
106	RMB Environmental Laboratories, Inc.	000042555	1,380.48
107	Roger's Two Way Radio, Inc.	000042556	19,406.20
108	Sanford Health Occupational Med.	000042557	279.00
109	Schneck,Noah	000000000	343.00
110	Scotts Radiator Repair	000042558	382.95
111	Sherwin-Williams Co	000042559	601.55
112	SiteOne Landscape Supply, LLC	000042560	595.75
113	Skeeter Stitch	000042561	35.00
114	Skumavc,Kori	000000000	336.20
115	Southern Glazer's of MN	000042562	16,285.25
116	Southside Tow & Rec, Inc	000042563	871.53
117	Sparky's Construction, Inc.	000042564	10,085.00
118	Springbrook Software LLC	000000000	1,652.00
119	Stoel Rives LLP	000042565	12,003.50
120	Storlie Construction	000042566	750.00
121	Streicher's	000042567	1,620.89
122	Superior Outdoors LLC	000042568	297.00
123	Thomson Reuters-West	000042569	211.09
124	Town Law Center PLLP	000042570	1,613.53
125	Trane U.S. Inc.	000042571	1,868.00
126	US Bank Merchant Billing	000000000	1,207.32
127	Vestis	000042572	1,516.25
128	Vinocopia, Inc.	000000000	4,378.25
129	Wells Fargo.Business Track	000000000	844.15
130	Wells Fargo-ACH	000000000	27,305.60
131	Wes Plumbing & Heating	000042573	11,546.83
132	WEX Health, Inc	000000000	541.75
133	Wine Merchants	000042574	6,893.65
134	WW Thompson Concrete Products	000042575	368.38
135	Ziegler, Inc.	000000000	5,434.40
Page Total:			\$864,013.96
Grand Total:			\$1,367,162.16

**Sanford Center
Cash Requirements
As of May 20, 2025**

Filter Criteria includes: 1) Invoices Due (no discount available). Report order is by ID. Report is printed in Detail Format.

Vendor	Description	Date	Amount Due
Always There Staffing Inc	Contracted Food & Beverage Labor	4/29/25	319.50
ASM Global	Management Fee	5/8/25	10,609.00
ASM Global	IT Fees	5/9/25	1,162.50
ASM Global	ASM Global		11,771.50
Bemidji Coca-Cola Company	CM: Inventory - Beverage	5/6/25	-303.22
Bemidji Coca-Cola Company	Inventory - Beverage	5/6/25	2,041.78
Bemidji Coca-Cola Company	Bemidji Coca-Cola Company		1,738.56
Bemidji Coop Assn	Fuel for Emergency Generator	4/30/25	1,704.37
Bridgepay Network Solutions	Merchant Gateway Fee	5/8/25	19.95
Carbonhouse	Website Host & Support	5/1/25	700.00
Central McGowan Inc	Food & Beverage CO2	4/30/25	55.06
Cheri Haake	2025 Women's Expo Refund	5/10/25	175.00
City of Bemidji	Utility - Water & Sewer	4/30/25	2,424.31
City of Bemidji	Contracted Police Reimbursable	5/1/25	2,350.00
City of Bemidji	City of Bemidji		4,774.31
Continental Safety Equipment, Inc	General Building Maintenance	4/30/25	429.34
Country Inn & Suites Bemidji	Event Lodging Reimbursable	5/7/25	128.23
Country Inn & Suites Bemidji	Event Lodging Reimbursable	5/7/25	128.23
Country Inn & Suites Bemidji	Event Lodging Reimbursable	5/7/25	128.23
Country Inn & Suites Bemidji	Event Lodging Reimbursable	5/7/25	128.23
Country Inn & Suites Bemidji	Country Inn & Suites Bemidji		512.92
Creative Graphics Management	New Food & Beverage Menu Design	4/1/25	2,150.00
Deuces Wild, LLC	MCR: Event Artist Final Payment Reimbursable	5/6/25	8,500.00
Docu Shred	Document Shredding	4/28/25	54.05
Forum Communications Company	Show Marketing Reimbursable	4/30/25	200.00
Grainger	General Building Maintenance	5/7/25	44.61
Hard Target, Inc.	Contracted EMT Reimbursable	5/1/25	168.75

**Sanford Center
Cash Requirements
As of May 20, 2025**

Filter Criteria includes: 1) Invoices Due (no discount available). Report order is by ID. Report is printed in Detail Format.

Vendor	Description	Date	Amount Due
HBI Radio Bemidji	Show Marketing Reimbursable	4/30/25	300.00
Higgins Heating, A/C	General Building Maintenance	4/30/25	235.84
Lakeland PBS	Show Marketing Reimbursable	4/28/25	1,870.00
Luekens Village Foods - North	Inventory - Food	5/7/25	36.15
Luekens Village Foods - North	Inventory - Food	5/9/25	128.21
Luekens Village Foods - North	Inventory - Food	5/13/25	42.70
Luekens Village Foods - North	Luekens Village Foods - North		207.06
Luekens Village Foods - South	Inventory - Food	5/9/25	7.39
Luekens Village Foods - South	Inventory - Food	5/10/25	6.00
Luekens Village Foods - South	Inventory - Food	5/12/25	22.35
Luekens Village Foods - South	Luekens Village Foods - South		35.74
Marco Technologies LLC	Copier/Printer Rental	5/8/25	396.52
Marsh USA	General Liability Insurance	5/2/25	4,018.00
Marsh USA	Workers Comp Insurance	5/6/25	2,768.00
Marsh USA	Marsh USA		6,786.00
Menards Commerical	Event Supplies Reimbursable	5/8/25	89.79
Meyers SignSource	Sponsorship Fullfillment Cost	5/1/25	162.00
NLFX Professional	Contracted AV Reimbursable	5/5/25	450.00
NLFX Professional	Contracted AV Reimbursable	5/5/25	500.00
NLFX Professional	Contracted AV Reimbursable	5/5/25	340.00
NLFX Professional	Contracted AV Reimbursable	5/5/25	190.00
NLFX Professional	Contracted AV Reimbursable	5/5/25	315.00
NLFX Professional	Contracted AV Reimbursable	5/5/25	45.00
NLFX Professional	Contracted AV Reimbursable	5/8/25	315.00
NLFX Professional	Contracted AV Reimbursable	5/8/25	7,744.00
NLFX Professional	NLFX Professional		9,899.00
Dennis A. Noska	HVAC Maintenance	4/25/25	200.00
Orbis Payment Services, Inc	PCI Compliance	5/6/25	115.00
Rural MN CEP	MCR: Spring Job Fair	5/14/25	50.00
Performance Food Group	Inventory - Food	4/30/25	836.60

Sanford Center
Cash Requirements
As of May 20, 2025

Filter Criteria includes: 1) Invoices Due (no discount available). Report order is by ID. Report is printed in Detail Format.

Vendor	Description	Date	Amount Due
Performance Food Group	CM: Inventory - Food	4/30/25	-27.06
Performance Food Group	Inventory - Food	5/2/25	5,146.12
Performance Food Group	Inventory - Food	5/5/25	1,156.28
Performance Food Group	Inventory - Food	5/6/25	299.60
Performance Food Group	Inventory - Food	5/6/25	849.82
Performance Food Group	Inventory - Food	5/9/25	1,285.27
Performance Food Group	CM: Inventory - Food	5/13/25	-11.86
Performance Food Group	Performance Food Group		9,534.77
Sandstrom's Inc	Inventory - Beverage	5/13/25	145.53
Sysco Western Minnesota, Inc	Inventory - Food	5/2/25	1,967.89
T&K Outdoors, Inc	Storage Container Rent	5/2/25	100.00
Tennant Sales & Service Company	Janitorial Supplies	4/30/25	129.87
Vestis Group, Inc	Laundry & Linen	5/1/25	273.03
Vestis Group, Inc	Laundry & Linen	5/1/25	147.52
Vestis Group, Inc	Laundry & Linen	5/8/25	147.52
Vestis Group, Inc	Vestis Group, Inc		568.07
WM Corporate Services, Inc	Utility - Trash Removal	5/2/25	805.66
			66,916.66

CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025
Action Requested: 2025 Business License Approvals
Prepared By: Michelle Miller, City Clerk

Background:

The following businesses have submitted applications and paid the applicable fees:

Restaurant/Food Service

HEROES RISE COFFEE, WITHIN CITY LIMITS (MOBILE VENDOR), \$35.00

Fireworks Exclusive

WALMART SUPERCENTER #3233, 2025 PAUL BUNYAN DR NW, \$350.00

Recommendation:

Approve 2025 Business License Submissions.

CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Approve Special Event Permit for Ride for the Troops (June 1)

Prepared By: Michelle Miller, City Clerk

Background:

Ride for the Troops has submitted an application for the Annual Motorcycle Ride for the Troops event on Sunday, June 1. The event will begin and end at Neilson Avenue SE (Eagles Club). Staff have reviewed the application and have no issues with the event.

Recommendation:

Approve Special Event Permit for Ride for the Troops (June 1).

Bemidji
First City On The Mississippi

Page 21 of 168

Special Event Application



Please select your anticipated event size (Required)

(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

☐ Under 99 Participants - \$250 Damage Deposit

☒ 100-299 Participants - \$500 Damage Deposit

☐ 300+ Participants - \$1000 Damage Deposit

Event Time: 8:00 am - 6:00 pm

Set-up Time: 7:00 am - 8:00 am

Clean-up Time: 5:00 pm - 6:00 pm

Expected Daily Attendance: 250-300

Events Larger than 300 are subject to the Special Event Ordinance (No. 158) requirements.

Event Description:

Please check the type of event (all that apply) and write a description of the event.

☐ Festival

☒ Bike Ride

☐ Walk/Fun Run

☐ Concert/Performance

☐ Other

☐ Block Party

If Other, please explain: Motorcycle Ride

Please provide a description of your event, including, if applicable which city streets or parking lots:

Ride For The Troops 19th Annual Ride
Sunday, June 1st, 2025

200-275 Riders and guests-

Will stage on Neilson Ave SE from 8:00 am until Noon. The ride will leave Bemidji Eagles Club at Noon and travel south to Becida Road and drive to Zerkel, Mn.

Ride will return Sunday between 3:45-4:15. Roughly 100-180 riders will return back to the Eagles Club. Road will not be blocked off for the return. As riders and guest can use available parking in front of the Eagles Club as well as it's back parking lot.

Deputy Roberts from the Beltrami County Sheriffs department is handling and communicating with Bemidji Police Department, Minnesota State Highway Patrol, Hubbard and Clearwater Counties. for traffic and route logistics leaving Eagles Club and traveling to Zerkel, MN. and back to Bemidji Eagles Club.

Event Features

Amplified Sound (Required):

(Select only one option)

Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

☐ No

☒ Yes

List type of amplified sound: Portable Speaker system used by radio station for the start of the ride. Event is only amplified in the morning.

Special Event Application



Electricity (Required):

(Select only one option)

Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☐ Yes

☒ No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only. Banners and/or signs shall not be affixed or attached to any tree, shrub, park structure or statue.

Special Event Signs

Banners – Obstructions on Public Property (City Code 20-2)

- Banners may be attached to non-utility poles, tents, and buildings, provided they are well secured and are prevented from being blown around uncontrollably by the wind.
- All banners shall be maintained so that they do not become ripped, torn, defaced, damaged, loose, or unsecured.
- Sight lines will not be affected at intersections and all utility locates must be obtained if anchoring below turf/soil line as well as immediate removal when event is completed.

Tents or Canopies (Required):

(Select only one option)

☐ Yes

☒ No

Quantity and Size of Tents. Must be identified on the site map:

Alcohol (Select One) (Required):

(Select only one option)

**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

☐ Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)

Name of Establishment _____

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application



Site plan and written security plan are required for events with alcohol. The written security plan must include plans for checking IDs, wrist banding and perimeter security. Additionally, event organizers must contract with the Bemidji Police Department for uniformed police officers at your event. Please contact the Police Captain at 218-333-8396 for cost and contract details.

Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors: 0

Request to Use City Property

Barricades and Cones

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333-1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: 10

Number of Barricades Requested: 4

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested: 0
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Bike Racks Requested: 0

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 persons will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms: 6 bathrooms inside Bemidji Eagles Club 9 mens toilets and 10 women toilets.

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down

Special Event Application



dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: [TULIP](#)

Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or canceling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.

b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?	Yes
Date(s) of requested street closure:	June 1st, 2025
Street Name(s) and/or number to be closed:	Neilson Ave SE
Start Time of Street Closure:	Between 7:00 aam &/To
End Time of Street Closure:	1:00 pm
Number of No Parking Signs Requested:	4

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. All site maps should indicate the location of the following (if Applicable):

- All amplified sound and direction of the sound
- Food Vendors
- Tents/canopies (Include sizes)
- Stages
- Promotional vehicles
- Inflatables
- Portable toilets
- Refuse containers
- Fencing
- Barricades and other structures

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route MapBanner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

Special Event Application



All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Vehicle Policy

Vehicles will be restricted to designated route in order to ensure public safety and to preserve the turf of the park. Sidewalks, trails, and pedestrian routes are not built to withstand vehicle traffic. Once the set-up is complete vehicles will be required to park in the parking lot. Violation of this policy will result in charge of or loss of deposit

Applicant Signature

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances including, but not limited to, City Ordinance Chapter 20, Section 20-8 "Special Events, City Ordinance Chapter 14, Section 14-35 "Rules and Regulations governing public parks" and City of Bemidji Parks and Recreation Department Tobacco and Vaping Free Policy. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

Signature: 

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us

Ride For The Troops Bemidji Eagles Club

Event Map-

Cones & Barricades

1-Pioneer St & Neilson Ave

2-Mahnomen Dr & Neilson

6 Bathrooms in the Bemidji Eagles Club.

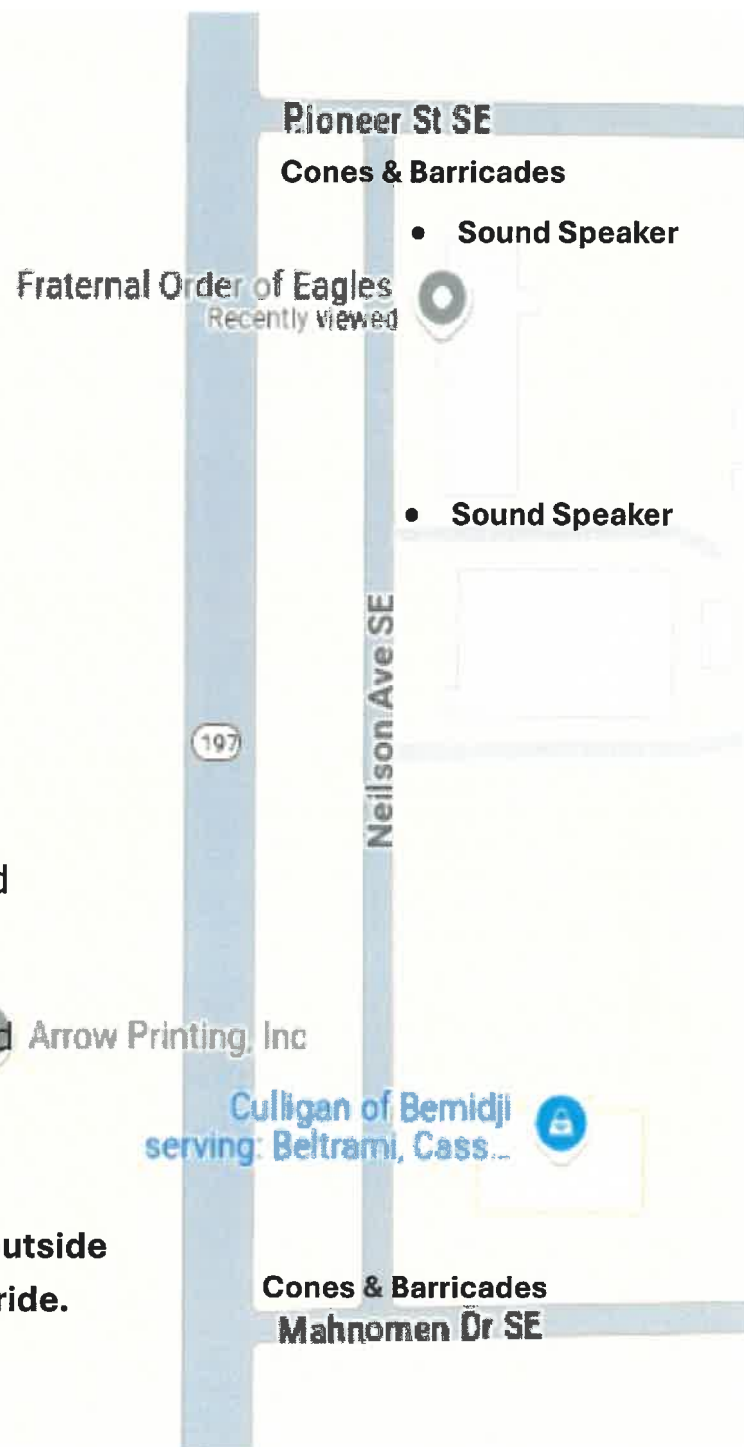
3 mens- 9 toilets/yernals

3 womens- 10 toilets

Amplified Event

- One Speaker on the North end of the Bemidji Eagles Club
- One Speaker on the South end of the Bemidji Eagles Club

No alcoholic beverages will be served outside and not encouraged before or after the ride.



SPECIAL EVENT STREET CLOSURE CONSENT/OBJECTION FORM
Pursuant to City Code 20-8 – Special Events

For special events involving a street closures, all events must include an emergency plan detailing access for emergency vehicles. Furthermore, event applicants, including parade events, shall notify affected property owners as follows:

- a. In residential neighborhoods: fourteen days advance notice to the residents that will be impacted by the event is required so they can plan around the inconvenience. This is the responsibility of the event sponsor. If this activity is not done, the event may be canceled.
- b. In commercial areas: if businesses are affected, applicant shall notify in writing the affected business owners at least 14 days prior to the street closure. Furthermore, a blank written objection form must be provided by the applicant with the notice to all businesses. A business electing to object, must complete and submit the objection form to the city no later than seven days prior to the scheduled event. If 51 percent of impacted businesses file such written objection to the event, the city may consider withholding or canceling the event permit. Objection forms are included in the application packet.

Event organizer must describe the public rights of way being affected (closed); the purpose of the use (closure); date and time of use (closure). A copy would then be given to the affected property owners.

Name of Street(s): Neilson Ave SE

Purpose: Ride for the Troops staging area before the start of the ride.

Date: 06/01/2025 Time: 8:00 am - 6:00 pm

I, Angie Kondos, (property owner/business affected by public right of way use/closure):

Check one box:

☒

CONSENT

(I agree that neither the special event organizer nor the City of Bemidji may be held liable for any inconvenience the street closure may cause. I further agree to notify any tenants and vendors whom the street closure will directly affect.)

☐

OBJECT

Reason(s) for Objection:

Angie Kondos

Printed Name

Angie Kondos

Signature

Eagles Aerie #351

Business/Organization

4/29/25

Date

Return completed form to:

Event Organizer; OR

City Clerk, 317 4th Street NW, Bemidji, MN 56601

SPECIAL EVENT STREET CLOSURE CONSENT/OBJECTION FORM

Pursuant to City Code 20-8 – Special Events

For special events involving a street closures, all events must include an emergency plan detailing access for emergency vehicles. Furthermore, event applicants, including parade events, shall notify affected property owners as follows:

- a. In residential neighborhoods: fourteen days advance notice to the residents that will be impacted by the event is required so they can plan around the inconvenience. This is the responsibility of the event sponsor. If this activity is not done, the event may be canceled.
- b. In commercial areas: if businesses are affected, applicant shall notify in writing the affected business owners at least 14 days prior to the street closure. Furthermore, a blank written objection form must be provided by the applicant with the notice to all businesses. A business electing to object, must complete and submit the objection form to the city no later than seven days prior to the scheduled event. If 51 percent of impacted businesses file such written objection to the event, the city may consider withholding or canceling the event permit. Objection forms are included in the application packet.

Event organizer must describe the public rights of way being affected (closed); the purpose of the use (closure); date and time of use (closure). A copy would then be given to the affected property owners.

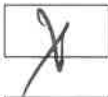
Name of Street(s): Neilson Ave SE

Purpose: Ride for the Troops staging area before the start of the ride.

Date: 06/01/2025 Time: 8:00 am - 6:00 pm

I, Calvin Larson, (property owner/business affected by public right of way use/closure):

Check one box:



CONSENT

(I agree that neither the special event organizer nor the City of Bemidji may be held liable for any inconvenience the street closure may cause. I further agree to notify any tenants and vendors whom the street closure will directly affect.)



OBJECT

Reason(s) for Objection:

CALVIN Larson
Printed Name
Calvin Larson
Signature

Return completed form to:

Event Organizer; OR

Headwaters Regional Development Commission
Business/Organization
4/28/2025
Date

City Clerk, 317 4th Street NW, Bemidji, MN 56601

SPECIAL EVENT STREET CLOSURE CONSENT/OBJECTION FORM

Pursuant to City Code 20-8 – Special Events

For special events involving a street closures, all events must include an emergency plan detailing access for emergency vehicles. Furthermore, event applicants, including parade events, shall notify affected property owners as follows:

- a. In residential neighborhoods: fourteen days advance notice to the residents that will be impacted by the event is required so they can plan around the inconvenience. This is the responsibility of the event sponsor. If this activity is not done, the event may be canceled.
- b. In commercial areas: if businesses are affected, applicant shall notify in writing the affected business owners at least 14 days prior to the street closure. Furthermore, a blank written objection form must be provided by the applicant with the notice to all businesses. A business electing to object, must complete and submit the objection form to the city no later than seven days prior to the scheduled event. If 51 percent of impacted businesses file such written objection to the event, the city may consider withholding or canceling the event permit. Objection forms are included in the application packet.

Event organizer must describe the public rights of way being affected (closed); the purpose of the use (closure); date and time of use (closure). A copy would then be given to the affected property owners.

Name of Street(s): Neilson Ave SE

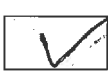
Purpose: Ride for the Troops staging area before the start of the ride.

Date: 06/01/2025

Time: 8:00 am - 6:00 pm

I, Connie Olafson, (property owner/business affected by public right of way use/closure):

Check one box:



CONSENT

(I agree that neither the special event organizer nor the City of Bemidji may be held liable for any inconvenience the street closure may cause. I further agree to notify any tenants and vendors whom the street closure will directly affect.)



OBJECT

Reason(s) for Objection:

Connie Olafson

Printed Name

[Signature]

Signature

Culligan

Business/Organization

4/28/2025

Date

Return completed form to:

Event Organizer; OR

City Clerk, 317 4th Street NW, Bemidji, MN 56601

CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Approve Special Event Permit for Downtown Dash 5k (July 5)

Prepared By: Michelle Miller, City Clerk

Background:

Bemidji High School Cross Country Running has submitted an application for the 2025 Downtown Dash 5k taking place on Saturday, July 5. The event will start and finish on 3rd Street NW between Minnesota Avenue and Beltrami Avenue. The route is shown on the attached map. The event is held from 6:00 a.m. to 10:00 a.m. and has little or no impact to neighboring businesses. Consents supporting the event have been obtained in the past. Event organizers are in the process of obtaining consents for this event. Staff have reviewed the application and have no issues with the event.

Recommendation:

Approve Special Event Permit for Downtown Dash 5k (July 5).

Bemidji
First City On The Mississippi

Applicant Information

Event Information

Event Dates (continued):

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Page 32 of 168

Special Event Application



Please select your anticipated event size (Required)

(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

☐ Under 99 Participants - \$250 Damage Deposit

☒ 100-299 Participants - \$500 Damage Deposit

☐ 300+ Participants - \$1000 Damage Deposit

Event Time:

6am-10am

Set-up Time:

6am

Clean-up Time:

9:30am

Expected Daily Attendance:

150

Events Larger than 300 are subject to the Special Event Ordinance (No. 158) requirements.

Event Description:

Please check the type of event (all that apply) and write a description of the event.

☐ Festival

☐ Bike Ride

☒ Walk/Fun Run

☐ Concert/Performance

☐ Other

☐ Block Party

If Other, please explain:

Please provide a description of your event, including, if applicable which city streets or parking lots:

Down town dash 5K race. This is a fundraiser for Bemidji Cross Country running. Event start and finish area will be on 3rd St. between Minnesota Ave NW and Beltrami Ave NW

Event Features

Amplified Sound (Required):

(Select only one option)

Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

☒ No

☐ Yes

List type of amplified sound:

Special Event Application



Electricity (Required):

(Select only one option)

Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☒ Yes

☐ No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only. Banners and/or signs shall not be affixed or attached to any tree, shrub, park structure or statue.

Special Event Signs

Banners – Obstructions on Public Property (City Code 20-2)

- Banners may be attached to non-utility poles, tents, and buildings, provided they are well secured and are prevented from being blown around uncontrollably by the wind.
- All banners shall be maintained so that they do not become ripped, torn, defaced, damaged, loose, or unsecured.
- Sight lines will not be affected at intersections and all utility locates must be obtained if anchoring below turf/soil line as well as immediate removal when event is completed.

Tents or Canopies (Required):

(Select only one option)

☒ Yes

☐ No

Quantity and Size of Tents. Must be identified on the site map:

1 10'x10' pop up tent

Alcohol (Select One) (Required):

(Select only one option)

**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

☐ Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)
Name of Establishment _____

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application



Site plan and written security plan are required for events with alcohol. The written security plan must include plans for checking IDs, wrist banding and perimeter security. Additionally, event organizers must contract with the Bemidji Police Department for uniformed police officers at your event. Please contact the Police Captain at 218-333-8396 for cost and contract details.

Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors: 0

Request to Use City Property

Barricades and Cones

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333-1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: 75

Number of Barricades Requested: 4

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested: 0

There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Bike Racks Requested: 0

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 persons will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms: Porta John 2

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down.

Special Event Application



dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: TULIP

Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or canceling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.

b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?

Yes

Date(s) of requested street closure:

July 5th, 2025

Street Name(s) and/or number to be closed:

3rd St. Between Minnesota Ave & Beltrami Ave

Between 6am & To 10am

Start Time of Street Closure:

End Time of Street Closure:

10am

Number of No Parking Signs Requested:

10

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. All site maps should indicate the location of the following (if Applicable):

- All amplified sound and direction of the sound
- Food Vendors
- Tents/canopies (Include sizes)
- Stages
- Promotional vehicles
- Inflatables
- Portable toilets
- Refuse containers
- Fencing
- Barricades and other structures

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route MapBanner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

Special Event Application



All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Vehicle Policy

Vehicles will be restricted to designated route in order to ensure public safety and to preserve the turf of the park. Sidewalks, trails, and pedestrian routes are not built to withstand vehicle traffic. Once the set-up is complete vehicles will be required to park in the parking lot. Violation of this policy will result in charge of or loss of deposit

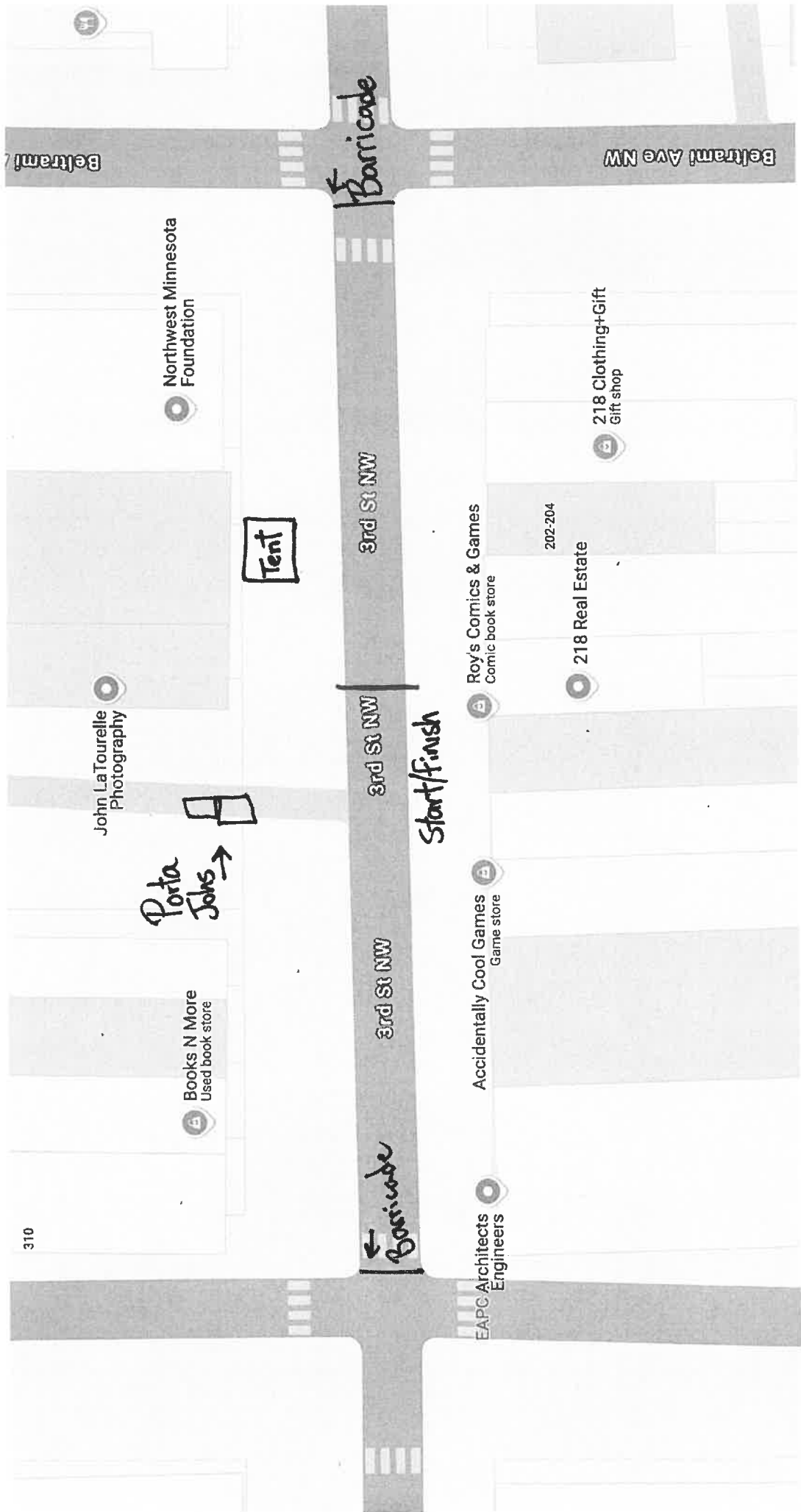
Applicant Signature

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances including, but not limited to, City Ordinance Chapter 20, Section 20-8 "Special Events, City Ordinance Chapter 14, Section 14-35 "Rules and Regulations governing public parks" and City of Bemidji Parks and Recreation Department Tobacco and Vaping Free Policy. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

Signature: _____

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us





CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Approve Special Event Permit for Watermark Art Festival (July 19-20)

Prepared By: Michelle Miller, City Clerk

Background:

Watermark Art Center has submitted an application for its annual Watermark Art Festival, taking place July 19-20. Staff have reviewed the application and have no issues with the event.

Recommendation:

Approve Special Event Permit for Watermark Art Festival (July 19-20).

Special Event Application



Please fill out this application form for special events, festivals, block parties, fun runs/races, road closures, parades, and park events. Applications for street closures or events with less than 300 participants must be submitted 30 days prior to event date, for large events involving 300-1000 participants, application must be submitted 90 days prior to the event; and for events with over 1,000 participants applications must be submitted 120 days prior to the event.

Applicant Information

Organization Name (Required): Watermark Art Center

Address: 505 Bemidji Ave N

Event Contact Name (Required): Lori Forshee-Donnay

This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 766-4415

Event Contact Email (Required): watermark@paulbunyan.net

Event Contact Name #2 (Required): Leah Grunzke

Contact #2 Phone (Required): (218) 444-7570

Event Information

Event Name (Required): Watermark Art Festival

Event Date: July 19-20, 2025

If the event is multiple days please enter them in the box below.

Event Dates (continued):

Park/Location Requested – Damage Deposit Required (\$250 under 99 participants, \$500 for 100-299 participants, \$1,000 over 300 participants):

☐ Nymore Park

☐ Cameron Park

☐ City Park

☒ Paul Bunyan Park

☒ Library Park

☐ Rotary Pavilion

☐ Roger Lehmann Park

☐ City Paved Trail (lakeshore/east west Trail)

☐ City Streets

☐ City Parking Lot

☐ Other

If Other, please explain: _____

Special Event Application



Please select your anticipated event size (Required)

(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

☐ Under 99 Participants - \$250 Damage Deposit

☐ 100-299 Participants - \$500 Damage Deposit

☒ 300+ Participants - \$1000 Damage Deposit

Event Time: 7/19/25, 10am-5pm & 7/20/25, 10am-4pm

Set-up Time: July 17-18

Clean-up Time: July 21, 4-7pm

Expected Daily Attendance: 5000

Events Larger than 300 are subject to the Special Event Ordinance (No. 158) requirements.

Event Description:

Please check the type of event (all that apply) and write a description of the event.

☒ Festival

☐ Bike Ride

☐ Walk/Fun Run

☐ Concert/Performance

☐ Other

☐ Block Party

If Other, please explain: _____

Please provide a description of your event, including, if applicable which city streets or parking lots:

Annual Art Festival hosted in downtown Bemidji by Watermark Art Center. This two day festival features live small ensemble music performances, approx 100 artists in Library Park selling fine art and craft, and food, hands-on family art activities and artist demonstrations on the grounds of Watermark

Event Features

Amplified Sound (Required):

(Select only one option)

Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

☐ No

☒ Yes

List type of amplified sound: one speaker for acoustic music

Special Event Application



Electricity (Required):

(Select only one option)

Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

☒ Yes

☐ No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only. Banners and/or signs shall not be affixed or attached to any tree, shrub, park structure or statue.

Special Event Signs

Banners – Obstructions on Public Property (City Code 20-2)

- Banners may be attached to non-utility poles, tents, and buildings, provided they are well secured and are prevented from being blown around uncontrollably by the wind.
- All banners shall be maintained so that they do not become ripped, torn, defaced, damaged, loose, or unsecured.
- Sight lines will not be affected at intersections and all utility locates must be obtained if anchoring below turf/soil line as well as immediate removal when event is completed.

Tents or Canopies (Required):

(Select only one option)

☒ Yes

☐ No

Quantity and Size of Tents. Must be identified on the site map:

Approx 90, 10' x 10' tents in Library Park

Alcohol (Select One) (Required):

(Select only one option)

**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

☐ Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)
Name of Establishment _____

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application



Site plan and written security plan are required for events with alcohol. The written security plan must include plans for checking IDs, wrist banding and perimeter security. Additionally, event organizers must contract with the Bemidji Police Department for uniformed police officers at your event. Please contact the Police Captain at 218-333-8396 for cost and contract details.

Food Vendors

Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors: Food vendors will not be in the park

Request to Use City Property

Barricades and Cones

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333-1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: 25

Number of Barricades Requested: _____

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested: 0 0- Pls leave tables in park
There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: 0
10 Benches have backs; 12 are backless

Bike Racks Requested: _____

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 persons will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms: Portable John; 9 reg, 2 handi, 2 wash stn; On WAC property - 6 reg, 1 handi, 2 wash stn

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

Special Event Application



The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: TULIP

Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or canceling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.

b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?

No, just need signs to mark loading zone

Date(s) of requested street closure:

July 17-18

Street Name(s) and/or number to be closed:

Parking along W & N end of Library Park for Loading

Start Time of Street Closure:

Between _____ &/To _____

End Time of Street Closure:

Number of No Parking Signs Requested:

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. All site maps should indicate the location of the following (if Applicable):

- All amplified sound and direction of the sound
- Food Vendors
- Tents/canopies (Include sizes)
- Stages
- Promotional vehicles
- Inflatables
- Portable toilets
- Refuse containers
- Fencing
- Barricades and other structures

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route MapBanner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Special Event Application



Detour Map

All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Vehicle Policy

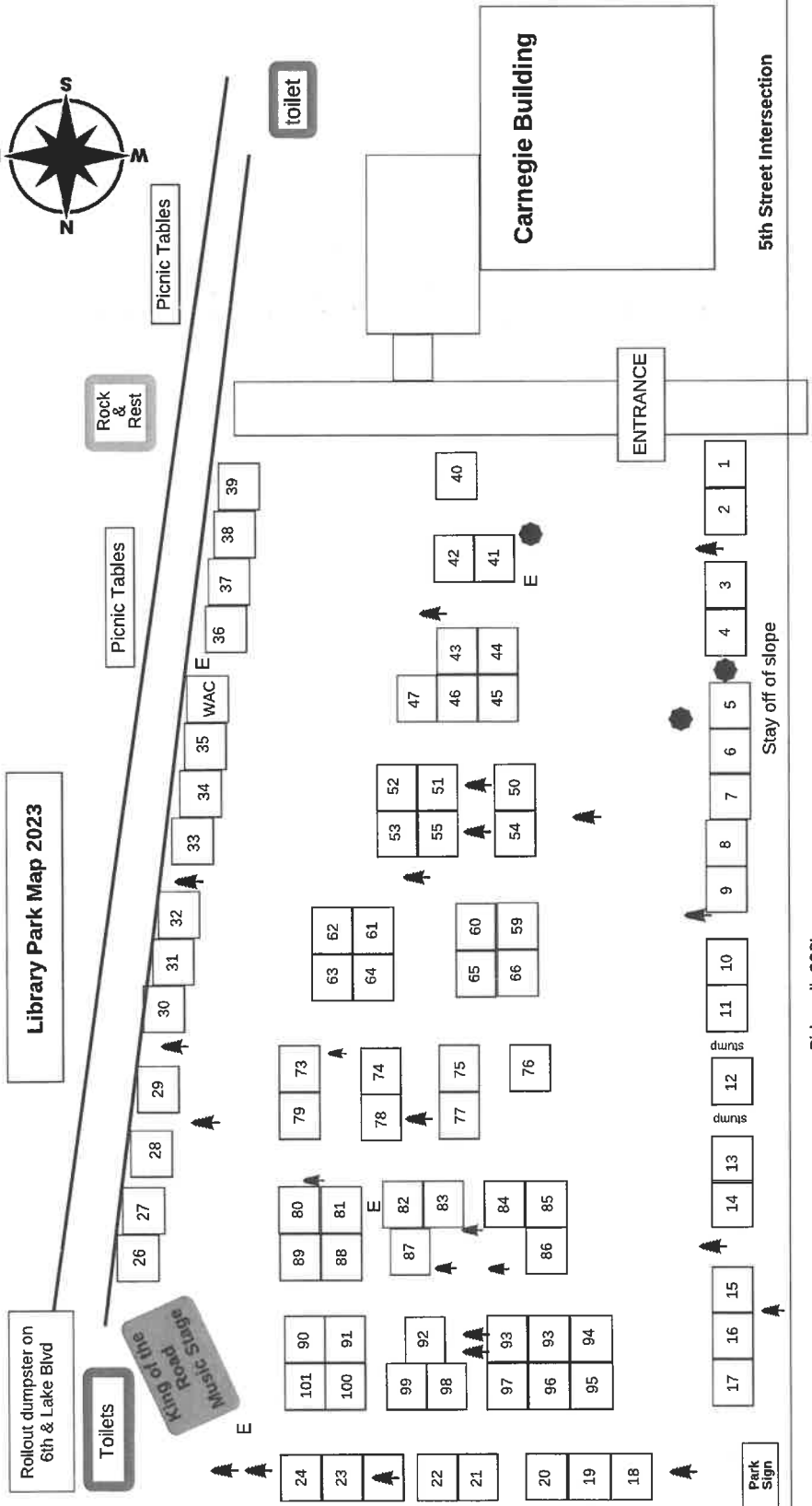
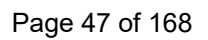
Vehicles will be restricted to designated route in order to ensure public safety and to preserve the turf of the park. Sidewalks, trails, and pedestrian routes are not built to withstand vehicle traffic. Once the set-up is complete vehicles will be required to park in the parking lot. Violation of this policy will result in charge of or loss of deposit

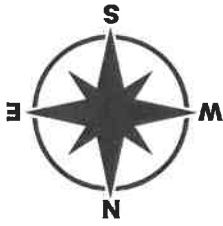
Applicant Signature

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances including, but not limited to, City Ordinance Chapter 20, Section 20-8 "Special Events, City Ordinance Chapter 14, Section 14-35 "Rules and Regulations governing public parks" and City of Bemidji Parks and Recreation Department Tobacco and Vaping Free Policy. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

Signature: _____

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: cityclerk@ci.bemidji.mn.us



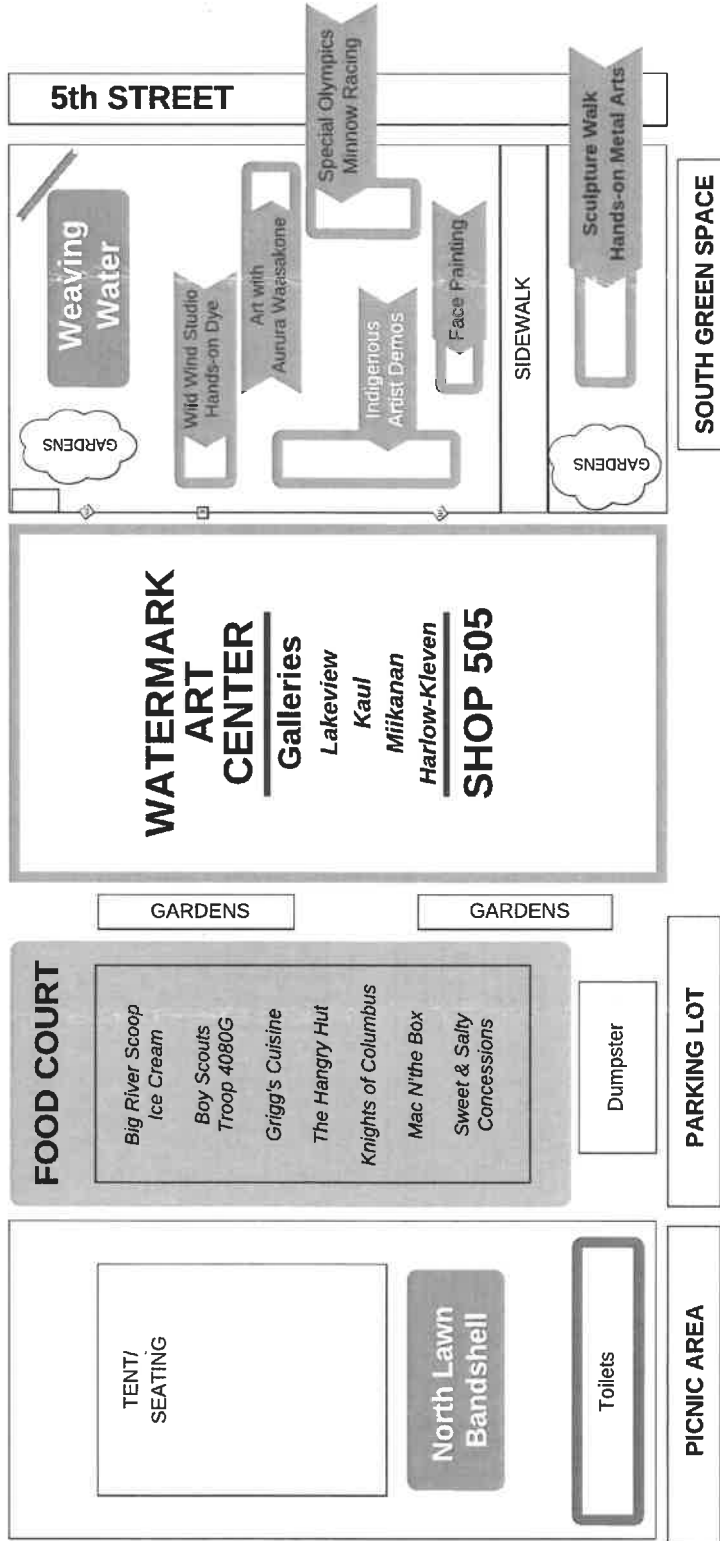


WEST SIDE MAP 2023

Library Park & Lake Bemidji

HISTORIC
CARNEGIE
LIBRARY
BUILDING

BEMIDJI AVE



Scan for more info:



CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Consider Approval of Claim Release for WWTP Final Clarifier Project

Prepared By: Samuel C. Anderson, City Engineer/DPW

Background:

As part of the construction of the Wastewater Treatment Plant - Final Clarifier project last summer, an elevation difference of nearly 1.0 foot between the elevation datum used to originally construct the wastewater treatment plant back in the mid-1980's and the current design was found while installing the helical piers. 27 helical piers were installed at the incorrect final height before the issue was caught and adjustments made to the design. A re-design involving additional contractor effort was implemented to get the original 27 helical piers to an approved design that would meet the project requirements. The remaining 145 piers were installed at the correct height. Exhibit B of the attached claim release is a memo from SEH stating the re-design won't impact the design life of the structure.

SEH has acknowledged the elevation discrepancy error and taken responsibility for the added cost to make the helical pier revisions. There is no financial request from the City to remedy this issue. The attached Settlement, Waiver, and Release of Claims document has been reviewed by the City's legal counsel and signed by both SEH and Rice Lake Construction. SEH will pay the City and then the City will reimburse Rice Lake via a Change Order as part of the construction contract.

Recommendation:

Staff recommend the Council pass a motion authorizing the Mayor and City Manager to sign the attached Settlement, Waiver, and Release of Claims document for the WWTP Final Clarifier Project - City Project 23-03

SETTLEMENT, WAIVER AND RELEASE OF CLAIMS

THIS SETTLEMENT, WAIVER AND RELEASE OF CLAIMS (hereinafter referred to as the “Release”) is entered into this 8th day of May, 2025, by and among Short-Elliott-Hendrickson Incorporated (“SEH”), 3535 Vadnais Center Drive, Saint Paul, MN 55110, Rice Lake Contracting Corp, d/b/a Rice Lake Construction Group (“Rice Lake”), 22360 County Road 12, PO Box 517, Deerwood, MN 56444 (SEH and Rice Lake are collectively referred to herein as the “Releasees”); and the City Bemidji (the “City”), 317 4th Street NW, Bemidji, MN 56601; (individually each party referred to as a “Party,” collectively “the Parties”).

RECITALS

WHEREAS, the City contracted with SEH to provide professional services as agreed upon in the Agreement for Professional Services between SEH and the City, dated September 6, 2022, and the Agreement for Professional Services, dated January 16, 2024 (attached hereto as Exhibit A), for the construction of a new final clarifier at the existing Bemidji Wastewater Treatment Facility (the “Project”); and

WHEREAS, the City alleges it incurred damages resulting from professional negligence and wrongdoing on behalf of SEH with respect to adjustment of building elevations to reflect the updated NAV88 datum survey of the site requiring additional excavation, additional rebar, rebar rework, additional rock, equipment to place rock, additional concrete, and field and office labor by Rice Lake as described in the Memorandum from SEH, Jessica Hedin and Ariel Christensen, to the City, Sam Anderson, dated March 10, 2025 (attached hereto as Exhibit B) (hereinafter referred to as the “Released Claims”); and

WHEREAS, Rice Lake has completed the required remedial / corrective work related to the Released Claims, specifically completing the additional remedial / corrective work as documented in Rice Lake’s letter to SEH, dated February 25, 2025 (attached hereto as Exhibit C); and

WHEREAS, the Parties desire to resolve the Released Claims without further expenditure of time or expense for contested litigation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, obligations, and covenants herein, the Parties agree as follows:

1. **Effective Date.** Notwithstanding anything to the contrary herein, this Release shall become effective upon the date first above written following execution by all Parties (the “Effective Date”).
2. **Consideration.** SEH shall make payment to the City in the amount of \$109,892.00 in reimbursement for the Released Claims within 30 days of the Effective Date.

3. **Payment for Corrective Remedial / Work.** Following receipt from SEH by the City of the sum stated in paragraph 2 of this Release, the City shall pay Rice Lake \$109,892.00 via enacted Change Order, following standard City process and subject to obtaining the necessary approval of the City Council. Upon such final payment, the Parties agree that Rice Lake has been paid in full for the remedial/corrective work related to the Released Claims as described herein and shall be neither owed nor paid any additional compensation or amounts for the same for the Released Claims by the City, including but not limited to any and all sums as set forth in Rice Lake's letter to SEH, dated February 24, 2025 (Exhibit C). The parties agree to work together in good faith to prepare and execute a Change Order consistent with this Agreement.

4. **Mutual Release.** The Parties and anyone having any rights of representation through them respectively and their representatives, hereby forever waive, release, and discharge, and by this Release do hereby forever release, acquit and discharge the other Parties, and their parents, affiliates, subsidiaries, officers, directors, shareholders, agents, employees (past, present, actual, ostensible and borrowed), heirs, executors, administrators, successors, insurers, attorneys, and assigns from any and all claims, demands, liens, subrogation interests, actions, suits, and damages (including attorneys' fees), whether direct or indirect, fixed or contingent, known or unknown, which the any one or more of them has ever had, has or claims to have against a Party or Parties for or by reason of any matter, act, or thing occurring prior to the date of this Release with respect to the Released Claims as described in Exhibit C. The Parties forever irrevocably and fully release, remis, and discharge the other Parties from all claims having to do with any such injury, harm, loss or damage regarding the Released Claims.

5. **Limitation.** The Parties further agree that each is receiving commensurate consideration as a full and complete resolution of matters involving disputed issues of law and fact. Notwithstanding the foregoing, the foregoing mutual release does not apply to claims as necessary for the Parties to enforce any right or obligation under this Agreement. Further, for purposes of this Release, with respect to the foregoing mutual release, the City's above release of SEH is expressly limited to only the Released Claims and to no other claims pertaining to the City's contractual rights or SEH's indemnification obligations pursuant to the above-referenced agreements for professional services. Nothing in this Release is intended to release claims other than the Released Claims; however, the Parties affirmatively acknowledge that there are no other known issues, which may give rise to a claim against any Party on this Project.

6. **General Terms.**

a. Incorporation of Recitals and Exhibits. The above Recitals and attached exhibits are incorporated herein and made a part hereto by reference.

b. Disclosure. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et. seq. The Parties acknowledge and understand that applicable law also mandates approval of this Agreement occur at a public meeting of the City Council, including that the text of this Agreement be publicly disclosed at said City Council meeting.

c. No Admissions. It is understood and specifically agreed that the terms of the Release constitutes the compromise of disputed claims and is not to be construed as an admission of liability or financial responsibility on the part of the Parties. The Parties agree that this Agreement, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by any person or entity, or of the truth of any of the claims or allegations related to the Project, and evidence thereof shall not be used directly or indirectly, in any way, or in any other action, proceeding or lawsuit, except in an action to enforce any obligation or right under this Agreement.

d. Jurisdiction. The Parties consent to the jurisdiction of the Courts of the State of Minnesota for any suit arising out of or relating to the performance of this Agreement. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Minnesota.

e. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the settlement of all issues related to the Released Claims.

f. Amendment. This Agreement may not be modified or amended except in writing executed by the Parties.

g. Authorized Signatories. The Parties warrant that the persons signing this Release are authorized signatories for the persons or entities represented and indemnify and hold each other harmless against any assertion of lack of such authority. The Parties hereto have all been represented by counsel. The Parties represent that they have read and understood all the terms of this Agreement and that they have consulted with counsel as to the Agreement. Each Party agrees that it has in no way relied upon any representation (or failure to represent) by any other Party or by any agent or attorney of any other Party with respect to any matter covered by this Release.

h. Survivability. Any term or condition of this Release found to be illegal or unenforceable shall not render this Release void or unenforceable. Such terms or conditions shall be replaced by a provision which reflects the original legal, enforceable intent of the parties.

i. Counterparts. This Release may be signed by counterparts which, taken together, shall be and comprise one agreement. This Release may be executed with electronic signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Release effective as stated herein.

CITY OF BEMIDJI

Signed: _____

By: _____

Its: _____

Date: _____

Signed: _____

By: _____

Its: _____

Date: _____

RICE LAKE CONTRACTING CORP,

D/B/A RICE LAKE CONSTRUCTION

GROUP

Signed: _____

By: Jason Schmitt

Its: Water Group Manager

Date: 5/9/2025

SHORT-ELLIOTT-HENDRICKSON,

INCORPORATED

Signed: Benita Crow

By: Benita Crow

Its: Vice President

Date: 5/7/2025

EXHIBIT A

Agreement for Professional Services, Dated January 16, 2024

Agreement for Professional Services

This Agreement is effective as of January 16, 2024, between City of Bemidji (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Secondary Clarifier Expansion CA Services**

Client's Authorized Representative: Sam Anderson
Address: 1351 5th Street NW, Bemidji, Minnesota, 56601, United States
Telephone: 218.333.1851 **email:** Sam.Anderson@ci.bemidji.mn.us

Project Manager: Jessica Hedin
Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377
Telephone: 612.247.2768 **email:** jhedin@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Refer to EXHIBIT 1 – SCOPE OF WORK for the project scope of work.

Additional Services (if authorized by the Client)

If authorized by the Client, SEH shall furnish additional services including:

1. Additional services due to significant changes in the general scope of the project or its design.
2. Additional services due to wage compliance monitoring including:
 - a. Request of additional classifications and/or rates.
 - b. Resolution of problems with payroll or documentation provided by the prime contractor or subcontractors that goes beyond the initial discussion and resolution attempt with the contractor.
 - c. Request wage restitution as necessary and ensure that underpayments and/or any other violations are resolved prior to contractor payment.
3. Additional services due to construction activities extending beyond the estimated 17-month onsite construction schedule.
4. Additional services related to the Resident Project Representative beyond the hours identified in the scope of work.
5. Additional site visits for the design disciplines beyond the number of site visits identified in the scope of work.
6. Providing professional services made necessary by the default of the Contractor or major defects in the Work.
7. Additional services not otherwise provided for in this scope of work.

Owner Responsibilities

The Owner's responsibilities related to the construction administration services to be provided by SEH are:

1. Assist SEH by furnishing all available information pertinent to the services to be provided by SEH.
2. Give prompt notice to SEH whenever the Owner observes or otherwise becomes aware of any changes in the project or wishes to make changes in the project.
3. Furnish all test results and other special items pertinent to the project.
4. Promptly examine all studies, reports, sketches, cost estimates, and other documents presented by SEH, and render the necessary decisions and instructions.
5. Act promptly to review and approve or reject all proposed Change Orders.

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

Schedule:

The scope of work identified in EXHIBIT 1 – SCOPE OF WORK is based on the following anticipated project schedule:

- Notice to Proceed is issued to Contractor no later than February 23, 2024
- On site construction activities will begin in May 2024
 - Substantial completion deadline is April 1, 2025
 - Final completion deadline is September 30, 2025

Payment:

The fee is hourly estimated to be \$435,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the “Agreement”) supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under “Other Terms and Conditions”. The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

ADDITIONS AND/OR REVISIONS TO THE ATTACHED GENERAL CONDITIONS:

Data Practices:

Consultant agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Consultant must immediately report to the Client any requests pursuant to the Minnesota Government Data Practices Act from third parties for information relating to this Agreement. Consultant agrees to hold the Client, its officers, and employees harmless from any claims resulting from Consultant’s unlawful disclosure or use of data protected under state and federal laws. Consultant understands that with respect to services provided by Consultant under this Agreement, information provided by Consultant to the Client shall be subject to Client’s compliance with Minnesota Government Data Practices and other State and Federal Law that deals with data confidentiality.

Liability Insurance:

Consultant shall maintain during the full term of this Agreement a policy of Professional Liability Insurance, including Commercial Liability Insurance and Automobile Liability Insurance coverage to cover its employees and agents, while undertaking activities pursuant to this Agreement. Said coverages shall be in such amounts as will equal the applicable limits of liability to which the Client may be held pursuant to State statute, as amended or otherwise provided by law. Consultant shall also carry Workers’ Compensation Coverage as required by Minnesota Statutes. Prior to the execution of this Agreement, Consultant shall have a Certificate of Insurance sent to the Client as proof of said coverages. This provision shall also be included in any subcontract agreements related to the services provided under this Agreement.

Amend Section IV C. “**Limitations on Liability**” by replacing with language as follows:

Consultant and the Client agree that Consultant shall not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions and conditions of the insurance required under the Liability Insurance provision of this Agreement.

Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.

(*Accordingly, otherwise Delete and replace current text of Section IV C.)

Amend Section V of General Conditions of the Agreement – “**Intellectual Property**” as follows:

At the time of completion or termination of the services provided under the scope of work, the Consultant shall make available to the Client all documents and deliverables described in the **Agreement** and attached **Exhibits 1, A-1, and B**. The Client acknowledges the documents and deliverables prepared by Consultant pursuant to this Agreement, as instruments of Professional Service. However, the Instruments of Service are the property of both the Client and Consultant and may be used by both the Client and Consultant as they deem necessary, in their reasonable discretion. Both the Client and Consultant may retain copies, reproduce copies, and disseminate copies of the Instruments of Service as are reasonably necessary for their intended use. Consultant shall have no claims for further employment or additional compensation as a result of exercise by the Client of its full rights of ownership of the Instruments of Service. However, these documents shall be used by the Client, its agents or assigns, exclusively for the bona fide public purposes associated with the Client's ownership, use, maintenance, and operation of Client's Wastewater Treatment Plant and property. Further, the Client agrees to indemnify Consultant from any claims or losses resulting from the Client's use of the Instruments of Professional Service in a manner not authorized by this Agreement.

Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

Consultant shall be given appropriate credit in any public display of such Instruments of Service.

Consultant will provide copies of said documents upon written request of Client at no charge. The Consultant agrees to maintain all required records for six (6) years after final payment and all other pending matters are closed.

(*Accordingly, Delete and replace current text of Section V A., V B., and V C.)

Deletions in “General Conditions of the Agreement for Professional Services”, as follows:

Section I D.4., in last sentence, delete last clause: “. . . , and all termination expenses.”

Sections II A.6. and II A.7.: Delete both sections in their entirety.

Section III A.1.: Delete text after line 5, i.e., starting with “Consultant reserves the right to . . . “

Short Elliott Hendrickson Inc.

City of Bemidji

By: Kathy Crowson
Full Name: Kathy Crowson, PE
Title: Principal

By: Sam Anderson
Full Name: Sam Anderson, PE
Title: City Engineer/Director of Public Works

Exhibit A-1
to Agreement for Professional Services
Between City of Bemidji (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 16, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit B
to Agreement for Professional Services
Between City of Bemidji (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 16, 2024

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



EXHIBIT 1 - SCOPE OF WORK

January 9, 2024

RE: City of Bemidji, Minnesota
Secondary Clarifier Expansion Project
SEH No. BEMID 169739 14.00

Mr. Sam Anderson
City Engineer/Director of Public Works
City of Bemidji
1351 5th Street NW
Bemidji, MN 56601

Dear Mr. Anderson:

Thank you for the opportunity to submit this proposal for professional services to the City of Bemidji for construction administration services associated with the Secondary Clarifier Expansion Project at the Wastewater Treatment Facility (WWTF). This letter serves as our understanding of the scope of work and changes that have impacted the original fee estimate provided to the City in 2022.

As discussed in our proposal submitted to the City in August 2022, SEH proposes to provide value-based inspection services. This approach coordinates our on-site presence with the contractor's schedule. The intensity and demand for field inspection varies throughout construction. Working closely with the contractor, our field staff save you costs by remaining on site only when there is value to the project.

As outlined in the August 2022 proposal, the services provided by SEH during each phase of construction and those services that require on-site presence are summarized below.

Construction Phase	Services Provided	On-site Services
Pre-Construction	- Organize and coordinate the preconstruction conference. Provide and distribute the meeting minutes. - Obtain quotes for the City to procure testing services (materials and soils). - Coordinate mobilization. - Review work sequence, scheduling and constructability with Prime Contractor. - Review submittals.	- Jointly lead the preconstruction conference - Provide construction staking, as required by the Contract Documents.
Selective Demolition and Site Preparation	- Organize and coordinate monthly progress meetings. Provide and distribute meeting minutes. - Review Contractor's certified payroll submittals to verify that the proper wages are	Bi-weekly to bi-monthly observation to gauge construction progress, identify potential upcoming constructability issues, and inform pay application requests.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

	paid in accordance with the funding requirements.	• Lead monthly progress meetings
Structure Erection	• Review Contractor's applications for payment and provide to the City SEH's recommendations for payment. • Issue field orders clarifying contract requirements and respond to field questions/RFIs. • Review contract change order requests. • Review contractor-submitted construction progress schedules. • Coordinate with materials testing firm to ensure proper testing is completed.	• Document construction activities for local and state building inspections • Inspect critical items that will be covered or not visible later, like vapor barrier, drain systems, reinforcement, insulation, encased conduits, and more. • Provide special inspections by design team members
Equipment and Accessory Installation	• Coordinate adjustments for piping and accessories for effective and operable layout	
Startup and Operation	• Provide operations specialist, as needed in-person or remotely, to support equipment installation and related processes.	• Verify special testing (e.g. flow verification, pressure testing, torque testing) • Provide substantial completion inspection and punch list for Contractor and issue certificate of substantial completion
Closeout	• Provide final documentation in convenient, organized electronic format. • Assist in required reporting to state and federal agencies • Provide necessary construction and certification documents to EPA. • Review final submittal from Contractor with respect to conformance with the Contract Documents. • Process final pay requests and project close-outs. • Provide record drawings based upon Contractor's mark-up and field observation	• Provide final completion inspection and punch list for Contractor

The estimated fee in the August 2022 proposal was based on a 9-month construction schedule and the project understanding at that time and we agreed to revisit the estimated fee once the final project was fully defined during design and the construction schedule was better understood.

There are several factors that have impacted the fee estimate that was provided in the August 2022 proposal. Those factors include:

1. Additional project components, including:
 - Replacement of existing WAS/Scum pumps, additional piping and valves
 - Relocation of natural gas service line due to code requirements and subsequent replumbing of natural gas equipment in existing gallery, roof penetrations and patching
 - Replacement and relocation of water heaters
 - Installation of helical piers as a result of the geotechnical investigation
 - Increased paving and sidewalk

- Increased submittals related to items above
- Increased post-construction related services (O&M manual, record drawings, closeout documentation)
- 2. Increased project complexity involving work sequence, which requires the following:
 - Additional Operator Impact Notice review and coordination
 - Additional RPR time and expenses to verify/observe work sequence items
 - Helical piers require full-time inspection during installation and inspection by geotechnical engineer prior to and at completion of installation of helical piers
 - Extended construction schedule will require more onsite presence and progress meetings
 - RPR onsite during all major bypass or work sequence events
 - Additional RPR/engineer time for equipment start-up due increase in project components
 - Support discipline site visits for special inspections
- 3. Increase in estimated construction schedule due to additional project components, increased complexity, and long lead times for equipment and parts (length of onsite construction is estimated to be 11 months to Substantial Completion and 17 months to Final Completion assuming onsite construction activities start in May 2024)
 - Project could be affected by lengthy dewatering efforts as geotechnical investigation revealed soils that could impact dewatering efforts
 - A more complex work sequence as noted above requires a longer construction schedule
 - The market for equipment and parts is volatile and long lead times for certain items, such as electrical panels, has become the norm.
 - Additional engineering time associated with contract administration during the longer construction schedule (responding to RFIs, reviewing pay applications, issuing change orders)
 - Additional time for monthly wage compliance monitoring, pay application reviews, schedule reviews during the longer construction schedule
- 4. Grant Administration tasks that were not known at the time of the original proposal
 - Assistance with Federal Financial Reports (at a minimum annually and at most quarterly)
 - Progress Reports (annually or as major milestones are achieved) – a final report needs to be completed within 120 days of project completion
 - EPA Form 5700-52A/DBE Reporting – Annually by October 30
 - Supporting documentation for pay applications
 - Purchase Records (BABA, AIS, and procurement compliance)
 - Wage monitoring for compliance

The basis of the estimated construction administration fee includes, but is not limited to, the following assumptions.

1. On site construction begins May 1, 2024. Substantial completion deadline is April 1, 2025. Final completion deadline is September 30, 2025. If the construction goes beyond the contract dates for substantial and final completion, additional fee may be required and will be discussed with the City for approval.
2. The RPR will be on site on an as-needed basis. Coordination with the contractor will be done on a weekly basis to determine the work being performed and the need for RPR services that week. The budget was prepared assuming the RPR will be on site an average of 2.5 days per week through substantial completion and 1 day per week thereafter until final completion. A total of 1,165 hours on site are budgeted for the RPR. Labor for travel hours is budgeted in with travel expenses.
3. There will be monthly progress meetings throughout the course of the project. Assuming a total of 18 meetings, 12 will be in-person and 6 will be virtual.

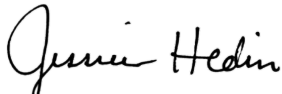
4. Two (2) site visits per discipline is budgeted to address any discipline-specific issue or special inspection. Four (4) site visits are budgeted for the geotechnical discipline due to the dewatering, ground support, and helical piles.
5. All disciplines will have two (2) site visits to verify special inspections if needed.
6. All disciplines will have one (1) site visit after substantial completion to review the work and create a punch list.
7. Wage compliance monitoring will be conducted by a subcontractor for a total of 18 months.
8. Billing rates for project staff will increase 5% in July 2024 for annual salary adjustments and again in July 2025.

The estimated fee to be billed on an hourly basis is \$435,000. This is 3.8% of the contractor's bid amount of \$11.3 million, which is appropriate for part-time inspection services as outlined in our scope of work.

Please feel free to reach out to me at 612.247.2768 or jhedin@sehinc.com if you have any comments or questions. Thank you.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jessica Hedin, PE
Project Manager
(Lic. MN, SD)

jah
Hours Estimate
c: Eric Miller, SEH

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	Hedin Project Manager	Miller Project Engineer	Hernandez Site RPR	? CAD Process	Quast Lead Ops Spec	Christensen Lead Structural	Jost Engineer Structural	Martin CAD Structural	Hyatt Lead Geotech	Brula Lead Mech	Anderson Engineer/CAD Mech	Hetland Lead Electrical	Brummel CAD Electrical	Horsch Engineer Civil	Story CAD Civil	TBD Lead Survey	TBD Surveyor	Prosski Lead Funding	Koontz Lead Admin	Thull/Lor Lead Acct/ PMA	Expenses Printing/Plotting Travel/Per Diem Equipment Subconsultant					Labor Subtotal	Expenses Subtotal	Total
Billing Rate	\$253	\$159	\$138	\$133	\$222	\$229	\$203	\$144	\$220	\$257	\$181	\$140	\$177	\$162	\$120	\$146	\$126	\$217	\$119	\$129								
CONSTRUCTION PHASE SERVICES																												
Construction Phase: Pre-construction																												
Organize and coordinate preconstruction meeting	2	4	4																	1								
Attend preconstruction meeting	1	10																										
Conformed contracts	2	4					2	4			2		4	4														
Obtain quotes for City to procure testing services	2	4				2	2		2										4									
Provide construction staking	1	4														22	16											
Coordinate mobilization	1	2	4																									
Review work sequence, scheduling, constructability with Contractor	1	3	2																									
Review Submittals	2	22				2	6			1	4	1	8															
Subtotal, Pre-construction Phase	12	53	10	0	0	4	10	4	2	1	6	3	12	4	0	22	16	0	4	1						\$27,173	\$10,400	\$37,573
Construction Phase: Selective Demolition, Site Preparation, Structure Erection																												
Construction observation (variable frequency)			1165																	1								
Special inspections by discipline-specific team members							14		32		14	14		14														
Organize and coordinate monthly progress meetings (6 virtual, 12 in-person)	6	108																										
Review certified payroll submittals for wage compliance	2																											
Review Contractor's application for payment and provide recommendation for payment	2	8																										
Issue field orders and respond to field questions/RFIs	6	52					8				8	12		8														
Review contract change order requests and prepare change orders as necessary	6	40				4	8			1	8	8		8														
Review contractor-submitted construction progress schedules	2	10																										
Coordinate with materials testing firm		4																										
Subtotal, Selective Demolition, Site Preparation, Structure Erection Phase	24	222	1165	0	0	4	30	0	32	1	30	34	0	30	0	0	0	0	0	1						\$231,642	\$110,200	\$341,842
Construction Phase: Equipment and Accessory Installation																												
Coordinate adjustments for piping/accessories for equipment layout	0	8	12																	1								
Subtotal, Equipment and Accessory Installation Phase	0	8	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1						\$3,057	\$0	\$3,057
Construction Phase: Startup and Operation																												
Provide operations specialist to support equipment installation and related processes	2				8															1								
Verify special testing	1	2																										
Provide substantial completion inspection and punch list for Contractor	2	8	4				10				8	10		10														
Issue certificate of substantial completion	1	2																	2									
Subtotal, Startup and Operation Phase	6	12	4	0	8	0	10	0	0	0	8	10	0	10	0	0	0	0	2	1						\$12,619	\$12,000	\$24,619
Construction Phase: Project Closeout																												
Provide final completion inspection and punch list for Contractor	2	4					2				2	2		2						1								
Provide final documentation for project	4	2																	2									
Assist in required report to state/federal agencies	8																											
Provide necessary construction and certification documents to EPA	4																	40										
Review final submittal from Contractor	2	4																										
Process final pay requests and project close outs.	2	4																										
Provide record drawings based on Contractor's mark-up and observation	1	1		38				8			8		8		8													
Subtotal, Project Closeout Phase	23	15	0	38	0	0	2	8	0	0	10	2	8	2	8	0	0	40	2	1						\$28,653	\$0	\$28,653
Labor Hours Subtotal	65	310	1191.1429	38	8	8	52	12	34	2	54	49	20	46	8	22	16	40	8	5								
Construction Phase Service Total	\$16,445	\$49,290	\$164,378	\$5,054	\$1,776	\$1,832	\$10,556	\$1,728	\$7,480	\$514	\$9,774	\$6,860	\$3,540	\$7,452	\$960	\$3,212	\$2,016	\$8,680	\$952	\$645						\$303,144	\$132,600	\$435,800

Agreement for Professional Services

This Agreement is effective as of September 6, 2022, between City of Bemidji, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Engineering services for design and bidding for the construction of a new final clarifier at the existing Bemidji Wastewater Treatment Facility.

Client's Authorized Representative: Craig Gray, City Engineer

Address: 1351 5th Street NW
Bemidji, MN 56601

Telephone: 218.333.1851 **email:** craig.gray@ci.bemidji.mn.us

Project Manager: Jessica Hedin, PE

Address: 2351 Connecticut Ave S, Suite 300
Sartell, MN 56377

Telephone: 320.229.4369 **email:** jhedin@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See Exhibit 1 Scope of Work.

Schedule: See Exhibit 2 Schedule.

Payment:

The estimated fee is subject to a not-to-exceed amount of \$154,800 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

ADDITIONS AND/OR REVISIONS TO THE ATTACHED GENERAL CONDITIONS:

Data Practices:

Consultant agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Consultant must immediately report to the Client any requests pursuant to the Minnesota Government Data Practices Act from third parties for information relating to this

Agreement. Consultant agrees to hold the Client, its officers, and employees harmless from any claims resulting from Consultant's unlawful disclosure or use of data protected under state and federal laws. Consultant understands that with respect to services provided by Consultant under this Agreement, information provided by Consultant to the Client shall be subject to Client's compliance with Minnesota Government Data Practices and other State and Federal Law that deals with data confidentiality.

Liability Insurance:

Consultant shall maintain during the full term of this Agreement a policy of Professional Liability Insurance, including Commercial Liability Insurance and Automobile Liability Insurance coverage to cover its employees and agents, while undertaking activities pursuant to this Agreement. Said coverages shall be in such amounts as will equal the applicable limits of liability to which the Client may be held pursuant to State statute, as amended or otherwise provided by law. Consultant shall also carry Workers' Compensation Coverage as required by Minnesota Statutes. Prior to the execution of this Agreement, Consultant shall have a Certificate of Insurance sent to the Client as proof of said coverages. This provision shall also be included in any subcontract agreements related to the services provided under this Agreement.

Amend Section IV C. "**Limitations on Liability**" by replacing with language as follows:

Consultant and the Client agree that Consultant shall not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions and conditions of the insurance required under the Liability Insurance provision of this Agreement.

Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.

(*Accordingly, otherwise Delete and replace current text of Section IV C.)

Amend Section V of General Conditions of the Agreement – "**Intellectual Property**" as follows:

At the time of completion or termination of the services provided under the scope of work, the Consultant shall make available to the Client all documents and deliverables described in the **Agreement** and attached **Exhibits 1 and A-1**. The Client acknowledges the documents and deliverables prepared by Consultant pursuant to this Agreement, as instruments of Professional Service. However, the Instruments of Service are the property of both the Client and Consultant and may be used by both the Client and Consultant as they deem necessary, in their reasonable discretion. Both the Client and Consultant may retain copies, reproduce copies, and disseminate copies of the Instruments of Service as are reasonably necessary for their intended use. Consultant shall have no claims for further employment or additional compensation as a result of exercise by the Client of its full rights of ownership of the Instruments of Service. However, these documents shall be used by the Client, its agents or assigns, exclusively for the bona fide public purposes associated with the Client's ownership, use, maintenance, and operation of Client's Wastewater Treatment Plant and property. Further, the Client agrees to indemnify Consultant from any claims or losses resulting from the Client's use of the Instruments of Professional Service in a manner not authorized by this Agreement.

Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

Consultant shall be given appropriate credit in any public display of such Instruments of Service.

Consultant will provide copies of said documents upon written request of Client at no charge. The Consultant agrees to maintain all required records for **six (6) years** after final payment and all other pending matters are closed.

(*Accordingly, Delete and replace current text of Section V A., V B., and V C.)

Deletions in "General Conditions of the Agreement for Professional Services", as follows:

Section I D.4., in last sentence, delete last clause: "... , and all termination expenses."

Sections II A.6. and II A.7.: Delete both sections in their entirety.

Section III A.1.: Delete text after line 5, i.e., starting with "Consultant reserves the right to . . ."

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Short Elliott Hendrickson Inc.

By: Kathy Crowson
Kathy Crowson, PE
Title: Principal

City of Bemidji, Minnesota

By: Craig May
Title: DPU/City Engineer
9/22/22

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

EXHIBIT 1 – SCOPE OF WORK

PROJECT COMPONENTS

The proposed project includes the following major components:

- New final clarifier (equal in size to existing final clarifiers).
- Final clarifier gallery (similar in size and layout to existing gallery).
- Potential access tunnel connection between new and existing clarifier galleries.
- New process piping and valves for new equipment and to replace existing miscellaneous valves and piping (same type, size, material as existing).
- New yard piping to connect new equipment.
- Site work required for construction of new structures.
- Building mechanical and HVAC as required by code for new structures.
- Electrical required for new equipment and structures.
- Replacement of existing polymer feed system and potential relocation of pumps to the chemical storage room upstairs from its current location.

SEH SCOPE OF SERVICES

SEH will coordinate a virtual project kick-off meeting to get the EPA Grant and Design phases started. This meeting will occur shortly after the contract between the City and SEH is signed.

EPA GRANT PHASE

The EPA grant received by the City is part of a new program without fully established guidelines, policies, or procedures. For this reason, SEH's scope of work for the EPA Grant Phase is based on our experience with past EPA grant programs. If there is any work that goes above and beyond our scope of work once the guidelines are published, SEH will work with the City on determining whether additional fee is warranted.

Our funding team, led by Kristin Prososki, will provide the following services:

1. Establish accounts within grants.gov and SAM (if not already established)
2. Complete the required environmental documentation and submit the NEPA package to EPA
3. Conduct early outreach to EPA regarding design and construction timelines
4. Prepare a preliminary work plan to be submitted to EPA.

DESIGN PHASE

The design phase is comprised of four subtasks: site condition assessment, preliminary design, final design, and submittal of documents. The services provided by SEH for these four subtasks include:

Site Condition Assessment:

1. Perform a topographical survey of the proposed project area. The survey will serve as the base for the project drawings.
2. Identify the location and depth of soil borings needed based on the proposed project. The boring locations will be staked by SEH's survey team for the drillers that will perform the borings.
3. Prepare a scope of work that the City staff can use to procure boring services and reporting. It is assumed the company performing the boring will also prepare the geotechnical report that will be used by SEH's design team for design of new structures.

Preliminary Design:

1. Perform a desktop review of operational data to confirm design conditions. This includes a high-level operational review of the primary and secondary treatment system. SEH will provide any suggestions for operational optimization found during the review to reduce costs or improve solids handling.
2. Prepare conceptual level drawings to show the proposed improvements.
3. Prepare an anticipated list of specifications for the project.
4. Prepare a preliminary estimate of probable cost for the project.
5. Prepare a list of manufacturers and suppliers for major equipment. This will require input from staff on existing and preferred manufacturers.
6. Review preliminary design documents with City staff at an in-person review meeting. The outcome of this meeting will be the basis for the final design of the project.

Final Design:

1. Incorporate feedback and comments from the review of the preliminary design into the final design.
2. Coordinate regular design check-in virtual meetings with the City staff throughout the design process. These 30 minute or less check-ins, scheduled as needed but no more than two times per month, will be an opportunity to discuss progress of the design documents, review of the schedule, and discuss design elements that require collaboration between SEH and staff.
3. Prepare the final drawings and specifications for the project.
4. Review final design documents with City staff at an in-person review meeting. SEH will incorporate feedback and comments from this meeting into the final bidding documents.
5. Prepare a final estimate of probable cost for the project. SEH will coordinate a virtual meeting to review the final cost estimate with staff.

Submittal of Final Documents and Permit Assistance:

1. Communicate regularly with the City's MPCA Review Engineer, Vinod Sathyaseelan, on the project and solicit his input when needed. This will help with a quick review and no surprises.
2. Submit the final drawings and specifications to the MPCA for review and approval. SEH will answer or address questions or comments from MPCA.
3. Assist with NPDES permit, as necessary. Based on preliminary discussions with MPCA it appears a permit modification may be necessary due to the addition of a third clarifier. SEH will assist the City in completing the permit application with input from staff.
4. Submit necessary design documents to EPA. Once the guidelines for the EPA grant program are published, we will identify those documents, if any.

BIDDING PHASE

Once the design documents are approved by MPCA and funding is aligned, the project will be ready to bid. SEH will provide the following bidding services:

1. Provide and distribute bidding documents to the City and prospective bidders.
2. Maintain a bidders list through Quest CDN, an online service that manages bidding of projects.
3. Respond to bidding questions from potential bidders and issue addenda as necessary.
4. Organize, coordinate, and jointly lead a pre-bid conference with the City.
5. Attend the virtual bid opening and prepare the bid tabulation for the bids received.
6. Evaluate the bids received, assess proposed substitute materials and equipment and any bid alternates, and recommend award.

CITY RESPONSIBILITIES

The following are City staff responsibilities during the project:

1. Provide full information as to its requirement for the Project.
2. Assist SEH by placing all available information pertinent to the Project at SEH's disposal.
3. Guarantee access to and make all provisions for SEH to enter upon lands as required for SEH to perform the work under this Agreement.
4. Assist in completing State, Federal, and local permit applications by providing information necessary to complete applications.
5. Pay all charges or fees required by any agency or authority having jurisdiction over the project for review of plans, specifications, and contract documents, or for obtaining permits.
6. Pay all charges or fees associated with advertising the project for bidding.
7. Provide data and financial information needed for funding applications or submittals.
8. Give thorough consideration to all sketches, estimates, drawings, specifications, proposals, and any other documents presented by SEH and inform SEH of all decisions within a reasonable amount of time so as not to delay SEH.
9. Participate in design review meetings and follow through with action items. Review meeting summaries and provide comments, if necessary.
10. Provide such fiscal, legal, accounting, and insurance counseling services as may be required.
11. Assist SEH in the preparation of Division 00 and 01 specifications, otherwise known as front-end specifications, in making such fiscal, insurance, and legal decisions as necessary.

ADDITIONAL SERVICES

The additional services listed below are services not included in the current fee. SEH will provide a reasonable estimate for additional fees if these services become necessary or desired by the City.

1. Additional design effort related to soil corrections or additional structural support revealed by the results of the soil borings.
2. Additional effort related to mitigation measures necessary as a result of the NEPA environmental review.
3. Requests for improvements and/or evaluation of alternatives for any of the major project components.
4. In-person or virtual meetings needed above and beyond those identified in the scope above.
5. Investigation into downstream hydraulic constraints causing back up of the final clarifier launders at high flows.
6. Any items that go above and beyond our scope of work related to the EPA grant funds once the guidelines, policies, and procedures are published are subject to consideration of additional fee.
7. Evaluate and comment on any contested issues related to the City's NPDES Permit Modification.
8. Design effort related to improvements needed due to non-compliance of existing rooms/buildings with NFPA 820, the Standard for Fire Protection in Wastewater.
9. Engineering services for construction administration and RPR shall be negotiated at the completion of the design phase and covered by a future separate agreement.
10. Additional services due to significant changes in the general scope of the Project, including, but not limited to, change in size, complexity, or character caused by revisions to regulations or code requirements administered by MPCA, DOLI, or other entities based on revisions that occur after the project commences.
11. Additional services due to significant changes in the general scope of the Project if the City desires to reduce the estimated probable construction cost.
12. Services related to re-bidding the project if needed or requested.
13. Additional services in connection with the Project not otherwise provided for in this Agreement.

EXHIBIT 2 – PROJECT SCHEDULE

The anticipated schedule for the Project is shown in the graphic below. Items that have the potential to impact this schedule include:

- Review time by EPA to obtain the final EPA grant approval
- Review time by MPCA for approval of plans and specifications
- Any additional services requested or needed during the design or bidding phase

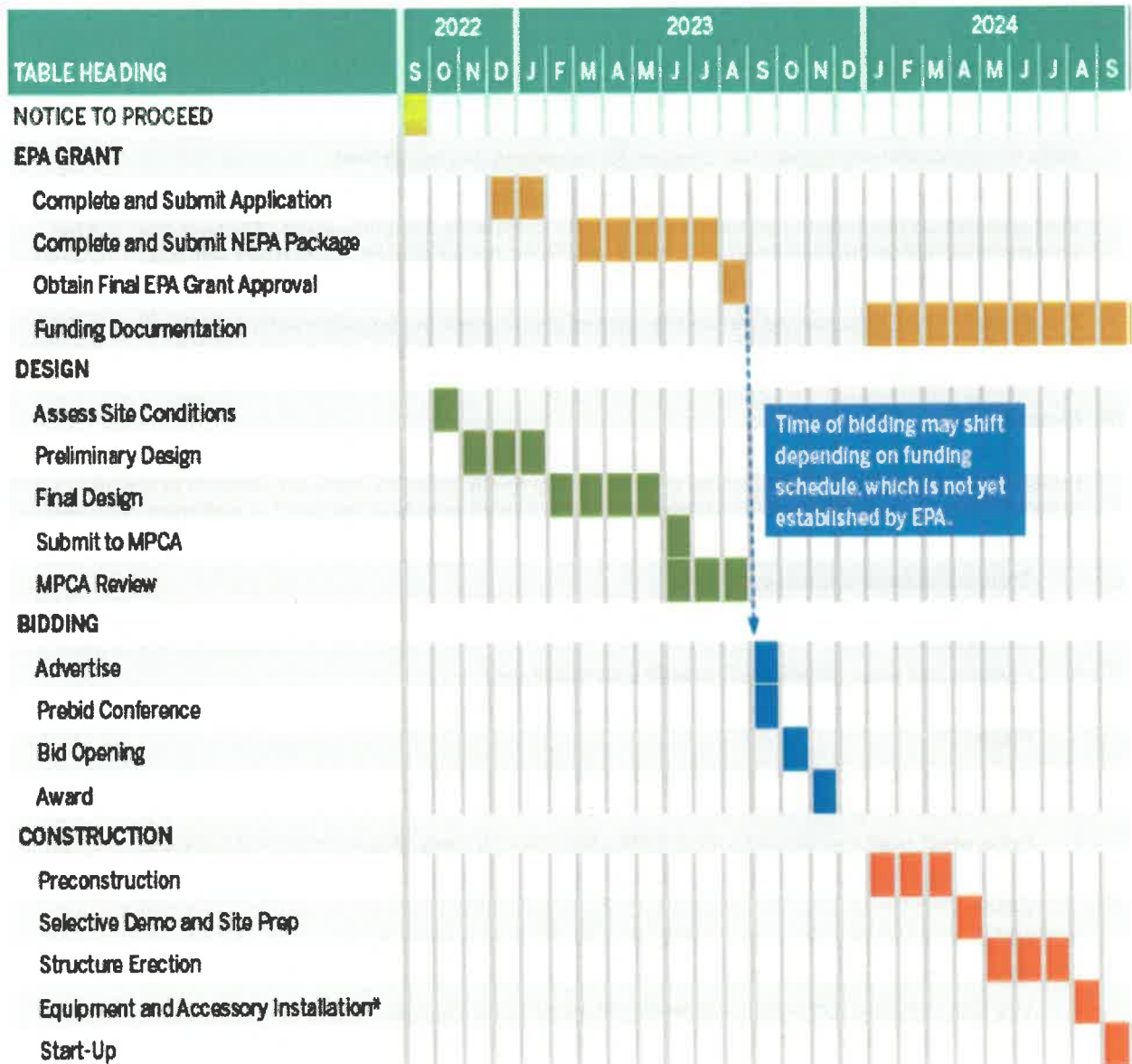


Exhibit A-1
to Agreement for Professional Services
Between City of Bemidji, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 6, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

x:\ae\bemidjipursuits\p166493_final clarifier_ww_08.2215. proposal docs\contract documents\exhibit a1 hourly_090622.docx

EXHIBIT B

Memorandum from SEH to City of Bemidji, Dated March 10, 2025



Building a Better World
for All of Us®

MEMORANDUM

TO: Sam Anderson

FROM: Jessica Hedin (Lic. MN)
Ariel Christensen (Lic. MN)

DATE: March 10, 2025

RE: Modifications for Elevations at the Bemidji WWTF
SEH No. BEMID 177064 14.00

The purpose of the memorandum is to provide a summary of modifications to the proposed secondary gallery design at the Bemidji Wastewater Treatment Facility to address the elevation datum difference between the record drawings furnished by the City of Bemidji and the survey performed by SEH Inc at the facility. The change in datum elevation was approximately 1.00 foot and was noted during initial installation of the helical piers on site. The change became apparent when surveying the top of the initial 27 helical piers against the existing gallery finished floor elevation. As such, modifications were required for the installed facilities including the subgrade excavation and helical piers, as well as changes to the design sheets to reflect the increase in design elevation of the addition. The modifications do not affect the design life of the structure.

Modifications to Installed Facilities:

The following summarizes the modifications required for facilities and materials which had already been installed by the Contractor and therefore would require rework. The change in datum affected the 27 installed helical piers as noted. The remaining 145 piers were installed afterwards, to the correct elevations as noted in revised sheets. At that time, the work performed on site was limited to structural excavation, dewatering, and subgrade preparation. Site improvements installed were noted on civil site sheets, which had used the correct NAV88 datum.

- The foundation was over excavated 1.00'. The depth was backfilled with the same crushed aggregate used to backfill around the helical pier caps in the original design. Note additional dewatering was not needed as the Contractor was unable to meet the 3.0' below excavation requirements for groundwater dewatering. The additional 1.00' of excavation therefore did not drive additional dewatering.
- The 27 helical piers installed had their caps thickened by 1.00'. This was accomplished by adding additional hook bars which were drilled and epoxy set into the caps, extending the caps to the correct elevation.

Modifications to Design:

The following serves as a summary to the changes to the design sheets. The changes do not affect how the existing and proposed structures interact, only where the proposed structure interfaces with the greater site (i.e. doors, bearing edge of fascia unit masonry, site piping, etc.). Changes can be grouped between drawings where there is not proposed site work or floors, therefore the elevation change is limited to sheet notes, and those which are affected by greater site work.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Structures without proposed greater site work:

- The existing Preliminary Treatment Building plans and elevation will be raised 1'-0" from those noted on sheets and shown in Record Drawings.
- The existing Process Building plans and elevation will be raised 1'-0" from those noted on sheets and shown in Record Drawings.
- The existing Activated Sludge Complex plans and elevation will be raised 1'-0" from those noted on sheets and shown in Record Drawings.

Structure with proposed greater site work:

- The proposed Activated Sludge Complex plans and elevation will adjust as generally described below from those noted on sheets and shown in Record Drawings.
 - Bot Concrete (clarifier) elevation raises 1'-0" from 1330.50' to 1331.50'.
 - Top of Gallery Floor elevation raises 1'-0" from 1335.00' to 1336.00'.
 - Floor 1/Level 1 elevation remains 1345.67'.
 - Precast Bridge elevation raises 1'-0" from 1354.67' to 1355.67'.
 - Top of Wall (scum wetwell) elevation raises 1'-0" from 1357.08' to 1358.08'.
 - The brick veneer ledge is noted at various elevation around the proposed gallery and clarifier. Those elevations will remain unchanged to correspond to grading plan which was prepared using the NAV88 datum.
 - Material components affected by the elevation change which had not yet been installed but would affect the overall project cost:
 - The overall height of proposed aluminum access stairs and the installed elevation of elevated aluminum landings is reduced 1.00'.
 - The clarifier tank overall height is increased 1.00', which includes additional rebar and concrete materials.

ejm

c: Marty Katzenmeyer, City of Bemidji
Eric Miller, SEH Inc
Chelsea Hernandez, SEH Inc

x:\aeb\bemid\177064\7-const-svcs\71-mgmt\52-cop\cop 019 - elevations (rfp 009)\modifications for elevations at the bemidji wwtf_final.docx

EXHIBIT C

Letter from Rice Lake Construction to SEH, Dated February 24, 2025



22360 County Road 12
PO Box 517
Deerwood, MN 56444
218-546-5519
ricelake.org

DEERWOOD | MONTICELLO

February 24th, 2025

Bemidji Wastewater Treatment Facility
400 Midway Dr S
Bemidji, MN 56601

Re: Bemidji Secondary Clarifier Expansion – Elevation one foot change

Dear SEH:

We investigated the costs that were incurred by the elevation changes due to field benchmark not matching the existing structures. Costs related to the elevation changes are over excavation, additional rebar, rebar rework labor, rock, equipment to place rock, concrete, and field & office labor. Attached is back up for all the costs associated.

All for the sum of: \$109,892.00

Sincerely,
RICE LAKE CONSTRUCTION GROUP

Ben Peterson
Project Manager

CC: Jason Schmitt



22360 County Road 12, PO Box 517
Deerwood, MN 56444

RLCG PROJECT #:
PROJECT NAME:
DATE:

Cost Associated With One Foot Elevation Change

2406
Bemidji Clarifier Expansion Project
1/29/2025

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUBCONTRACTOR TOTAL	EQUIPMENT TOTAL	LINE	TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL				
Lakes Concrete	1.00	LS		\$ -	\$0.00	\$ -	\$29,376.47	\$ -	\$ -	\$	29,376.47
Hilti	1.00	LS		\$ -	\$0.00	\$ -	\$4,070.32	\$ -	\$ -	\$	4,070.32
Concrete	16.00	YDS		\$ -	\$0.00	\$ 168.28	\$2,692.48	\$ -	\$ -	\$	2,692.48
Crane w/ Concrete bucket	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ 1,359.20	\$	1,359.20
RLCG Labor	246.50	HRS	246.50	\$ 98.00	\$24,157.00	\$ -	\$0.00	\$ -	\$ -	\$	24,157.00
RLCG Project Manager	30.00	HRS	30.00	\$ 125.00	\$3,750.00	\$ -	\$0.00	\$ -	\$ -	\$	3,750.00
RLCG Group Manager	25.00	HRS	25.00	\$ 150.00	\$3,750.00	\$ -	\$0.00	\$ -	\$ -	\$	3,750.00
RLCG AP/AR	20.00	HRS	20.00	\$ 75.00	\$1,500.00	\$ -	\$0.00	\$ -	\$ -	\$	1,500.00
Sowles	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 24,022.50	\$ -	\$	24,022.50
Reierson	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 3,975.00	\$ -	\$	3,975.00
Mid America	1.00	LS		\$ -	\$0.00	\$ -	\$0.00	\$ 4,885.00	\$ -	\$	4,885.00
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
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				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
				\$ -	\$0.00	\$ -	\$0.00	\$ -	\$ -	\$	-
Misc. Small Tools and Mat'l 5% of Labor	1.00	ea	5.00%							\$	1,657.85
Sales Tax	1.00	ea	8.500%							\$	3,071.84
Totals			\$ 321.50		\$ 33,157.00		\$ 36,139.27	\$ 32,882.50	\$ 1,359.20	\$	108,267.65
Rice Lake Mark-up on Subs (5%)											\$ -
Rice Lake Mark-up on Labor, Material, and Equipment (15%)											\$ -
Bond and Insurance Cost (1.5%)											\$ 1,624.01
Total Change Order Proposal Request											\$ 109,892

Detailed Phase Report

Job	Description	Phase	Date	HRS
	EmployeeName			
24-06	Knight; Brad	41002	8/13/2024	4
24-06	Rasmussen; David L	41002	8/13/2024	4
24-06	VanVleet; Drew M	41002	8/13/2024	4
24-06	Folkema; Jeff J	41002	8/14/2024	8
24-06	Knight; Brad	41002	8/14/2024	8
24-06	Folkema; Jeff J	41002	8/15/2024	8
24-06	Knight; Brad	41002	8/15/2024	4
24-06	Pulak; Jacob V	41002	8/15/2024	8
24-06	Rasmussen; David L	41002	8/15/2024	8
24-06	Folkema; Jeff J	41002	8/16/2024	8
24-06	Carlson; Mitchell	41002	8/16/2024	8
24-06	Pulak; Jacob V	41002	8/16/2024	8
24-06	Rasmussen; David L	41002	8/16/2024	8
24-06	Folkema; Jeff J	41002	8/19/2024	4
24-06	Thornton; Anthony	41002	8/19/2024	4
24-06	Folkema; Jeff J	41002	8/20/2024	3
24-06	Thornton; Anthony	41002	8/20/2024	3
24-06	Folkema; Jeff J	41002	8/21/2024	3
24-06	Carlson; Mitchell	41002	8/21/2024	3
24-06	Pulak; Jacob V	41002	8/21/2024	4
24-06	Rasmussen; David L	41002	8/21/2024	4
24-06	Thornton; Anthony	41002	8/21/2024	2.5
24-06	VanVleet; Drew M	41002	8/21/2024	3
24-06	Folkema; Jeff J	41002	8/22/2024	3.5
24-06	Carlson; Mitchell	41002	8/22/2024	3.5
24-06	Pulak; Jacob V	41002	8/22/2024	4
24-06	Rasmussen; David L	41002	8/22/2024	3
24-06	Thornton; Anthony	41002	8/22/2024	4
24-06	VanVleet; Drew M	41002	8/22/2024	3
24-06	Carlson; Mitchell	41002	9/4/2024	8
24-06	VanVleet; Drew M	41002	9/4/2024	8
24-06	Carlson; Mitchell	41002	9/5/2024	8
24-06	Pulak; Jacob V	41002	9/5/2024	8
24-06	Tschudi; Wylli S	41002	9/5/2024	8
24-06	VanVleet; Drew M	41002	9/5/2024	8
24-06	VanVleet; Drew M	41002	9/5/2024	6
24-06	Carlson; Mitchell	41002	9/6/2024	5.5
24-06	Harper III; Donald E	41002	9/6/2024	5.5
24-06	Pulak; Jacob V	41002	9/6/2024	7
24-06	Rasmussen; London	41002	9/6/2024	4.5
24-06	Thornton; Anthony	41002	9/6/2024	4.5
24-06	Tschudi; Wylli S	41002	9/6/2024	7
24-06	VanVleet; Drew M	41002	9/6/2024	8
24-06	Pulak; Jacob V	41002	9/11/2024	8
Total				246.50



Mid America Steel, Inc.

P.O. Box 2807
5101 19th Ave N
Fargo, ND 58108
Phone: (701) 232-8831
Fax: (701) 280-0103

Change Order

To: RICE LAKE CONST. GROUP
22360 CTY RD 12
DEERWOOD, MN 56444
Project: 24036--Secondary Clarifier Expansion 400 Midway Dr S
Bemidji, MN 56601

Change Order # 1

RFC #	Date	Value	Description
1	8/19/2024	\$1,785.00	435 # 5 x 2'10" dowels. Shipped to Bemidji, MN.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$1,785.00 will be added to the contract price. No sales tax included in change order.

Authorized Signature: _____ Date: _____
Mid America Steel, Inc.

Authorized Signature: _____ Date: _____
RICE LAKE CONST. GROUP



Mid America Steel, Inc.
P.O. Box 2807
5101 19th Ave N
Fargo, ND 58108
Phone: (701) 232-8831
Fax: (701) 280-0103

Request for Change Order

To: RICE LAKE CONST. GROUP

22360 CTY RD 12
DEERWOOD, MN 56444

Project: 24036 - Secondary Clarifier Expansion -400 Midway Dr S
Bemidji, MN 56601

Phone: (218) 546-5519

Fax: (218) 546-7016

RFC No: 4
Date: 12/16/2024
Description: Added Rebar Wall Verticals due to Elevation Changes

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$3,100.00 will be added to the contract price. No sales tax included in change order.

Authorized Signature:  Date: 12/16/24
Mid America Steel, Inc.

Authorized Signature: _____ Date: _____
RICE LAKE CONST. GROUP

1/20/2025

Job: Bemidji WWTP

Job. No.: 13673

Ben Peterson
Rice Lake Construction
22360 County Rd 12
Deerwood, MN 56444

Field Work Order (Attached):

Description of Work: Refabricate Wall Elevations

Date Worked: Week Ending 10/19/2024 - Current

Labor	Hours	Rate	Subtotal
Ironworker Foreman	95	\$126.00	\$11,970.00
Ironworker Journeyman	82	\$120.00	\$9,840.00
Substance (work days)	22.1	\$100.00	\$2,212.50
Labor Subtotal:			\$24,022.50

TOTAL: \$24,022.50

Notes

The costs reflect labor incurred over multiple weeks to investigate the elevation discrepancy, including research and analysis. This also includes the labor required for reusing, cutting, and refabricating existing reinforcement to ensure compliance. Costs also cover the dismantling of original reinforcement, as well as remobilization to different locations while awaiting clarification or delivery of new materials.

Week Ending Dates	Foreman Hrs	Journ. Hrs	Total Hrs
10/19/2024	16	16	32
10/26/2024	16	3	19
11/2/2024	23	23	46
11/9/2024	16	16	32
11/16/2024	24	24	48
Total:			177

Thank you,



John Dahl
Sowles Co.



Reierson Construction Inc.

6160 Mill St. E
Bemidji, MN 56601
Phone Number- 218-751-3796
Fax Number- 218-751-4374
Email- reiconst@paulbunyan.net

Change Request:

To: Ben Peterson – Rice Lake Construction Group
Date: 12/26/2024
Project name: Bemidji Wastewater Treatment Facility Clarifier Expansion

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Additional Excavation (Engineering Elevation Changes)	CY	265	\$15.00	\$3,975.00
				Total-	\$3,975.00

218-444-9112

Date	Invoice #
8/22/2024	137273

Rice Lake Construction Group
22360 County Rd 12
Deerwood MN 56444

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
T1676	1	EA	Tele-Belt Truck Rental	750.00	750.00

Subtotal	\$750.00
Sales Tax (0.0%)	\$0.00
Invoice Total	\$750.00
Payments/Credits	\$0.00
Balance Due	\$750.00

Page 94 of 168

218-444-9112

Date	Invoice #
8/16/2024	137090

Rice Lake Construction Group
22360 County Rd 12
Deerwood MN 56444

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
T1674	1	EA	Tele-Belt Truck Rental	750.00	750.00

Subtotal	\$750.00
Sales Tax (0.0%)	\$0.00
Invoice Total	\$750.00
Payments/Credits	\$0.00
Balance Due	\$750.00

Page 95 of 168

218-444-9112

Date	Invoice #
8/22/2024	137321

Rice Lake Construction Group
22360 County Rd 12
Deerwood MN 56444

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
T1677	1	EA	Tele-Belt Truck Rental	750.00	750.00

Subtotal	\$750.00
Sales Tax (0.0%)	\$0.00
Invoice Total	\$750.00
Payments/Credits	\$0.00
Balance Due	\$750.00

Page 96 of 168

**5422 Highway 71 NW
Bemidji, MN 56601
218-444-9112**

Date	Invoice #
8/29/2024	137615

Rice Lake Construction Group
22360 County Rd 12
Deerwood MN 56444

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
T1679	1	EA	Tele-Belt Truck Rental	750.00	750.00

Subtotal	\$750.00
Sales Tax (0.0%)	\$0.00
Invoice Total	\$750.00
Payments/Credits	\$0.00
Balance Due	\$750.00

Page 97 of 168

218-444-9112

Date	Invoice #
8/22/2024	137316

Rice Lake Construction Group
22360 County Rd 12
Deerwood, MN 55109

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

[illegible]

Subtotal	\$1,764.00
Sales Tax (8.875%)	\$156.56
Invoice Total	\$1,920.56
Payments/Credits	\$0.00
Balance Due	\$1,920.56

Page 98 of 168

218-444-9112

Date	Invoice #
8/21/2024	137252

Rice Lake Construction Group
22360 County Rd 12
Deerwood, MN 55109

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
27861	10	YD	1 1/2" & 3/4" ROCK	49.00	490.00T
27862	10	YD	1 1/2" & 3/4" ROCK	49.00	490.00T
27864	10	YD	1 1/2" & 3/4" ROCK	49.00	490.00T
27869	10	YD	1 1/2" & 3/4" ROCK	49.00	490.00T
27871	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27872	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27874	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27875	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T

Subtotal	\$3,136.00
Sales Tax (8.5%)	\$266.56
Invoice Total	\$3,402.56
Payments/Credits	\$0.00
Balance Due	\$3,402.56

Page 99 of 168

Lakes Concrete Plus, Inc.

5422 Highway 71 NW

Bemidji, MN 56601

218-444-9112

Invoice

Date	Invoice #
8/29/2024	137611

Bill To
Rice Lake Construction Group 22360 County Rd 12 Deerwood, MN 55109

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
28054	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28055	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28056	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28057	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28059	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28060	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28062	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28063	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28064	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28065	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28067	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28068	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28069	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28070	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28071	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28072	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28073	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28074	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28075	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28076	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28077	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28078	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28079	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28080	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T

Subtotal

Sales Tax (8.5%)

Invoice Total

Payments/Credits

Balance Due

We will gladly accept all Credit and Debit cards; with a 4% processing fee on purchases over \$100.00.

Thank you for your business.

218-444-9112

Date	Invoice #
8/29/2024	137611

Rice Lake Construction Group
22360 County Rd 12
Deerwood, MN 55109

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
28081	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28082	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28083	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28084	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28085	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28086	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28087	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
28088	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T

Subtotal	\$9,408.00
Sales Tax (8.5%)	\$799.68
Invoice Total	\$10,207.68
Payments/Credits	\$0.00
Balance Due	\$10,207.68

Page 101 of 168

Lakes Concrete Plus, Inc.

5422 Highway 71 NW

Bemidji, MN 56601

218-444-9112

Invoice

Date	Invoice #
8/16/2024	137077

Bill To
Rice Lake Construction Group 22360 County Rd 12 Deerwood, MN 55109

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
27733	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27734	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27736	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27737	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27738	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27739	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27740	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27741	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27743	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27744	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27746	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27747	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27748	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27749	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27752	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27753	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27754	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27755	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27756	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27757	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27761	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27762	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27763	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27764	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T

Subtotal

Sales Tax (8.5%)

Invoice Total

Payments/Credits

Balance Due

We will gladly accept all Credit and Debit cards; with a 4% processing fee on purchases over \$100.00.

Thank you for your business.

Lakes Concrete Plus, Inc.
5422 Highway 71 NW
Bemidji, MN 56601
218-444-9112

Invoice

Date	Invoice #
8/16/2024	137077

Bill To
Rice Lake Construction Group 22360 County Rd 12 Deerwood, MN 55109

Terms	Via	Project	Ship To
Net 15 day	Truck	SEWER PLANT	SEWER PLANT ON LAKE IRVINE

Ticket Number	Quantity	U/M	Description	Price	Amount
27766	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27767	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27768	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27769	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27770	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27771	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27772	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27773	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27774	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T
27775	6	YD	1 1/2" & 3/4" ROCK	49.00	294.00T

Subtotal \$9,996.00

Sales Tax (8.5%) \$849.67

Invoice Total \$10,845.67

Payments/Credits \$0.00

Balance Due \$10,845.67

We will gladly accept all Credit and Debit cards; with a 4% processing fee on purchases over \$100.00.

Thank you for your business.



Customer Service
800-879-8000
www.hilti.com

Credit Dept
800 950-6196

INVOICE 4623306859

Duns: 00-117-3525
Federal ID: 06-0732334

RICE LAKE CONTR INC
PO Box 517
22360 COUNTY ROAD 12
DEERWOOD MN 56444-6113

Invoice date:	08/28/2024
Invoice due date:	09/27/2024
Cust. P.O. number:	2406-41001
Customer account:	10754476

Page 1 (1)

Delivery Address: RICE LAKE CONTR INC, Bemidji WWTP Job #2406, 400 MIDWAY DR S, BEMIDJI MN 56601 ATTN: KELLY MEHLHOFF 218-670-1015

Hilti sales rep: CHAD SWARTOUT, TUS0521005 **Order number:** 586070473 **Date:** 08/28/2024
Terms of payment: 30 days net **Location ID:** 31248602

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
3497387	HOLLOW DRILL BIT TE-YD 3/4" X 24" 3 PK	2 EA		602.12	1,204.24	A
2018958	HOLLOW DRILL BIT TE-YD 3/4" X 24"		6 EA			
				Items Total	1,204.24	
				Total net value	1,204.24	
				Total Tax	96.34	
				Total amount	USD	1,300.58

Taxes: State: MN 6.875 % \$ 82.79 County: 0.625 % \$ 7.53 City: 0 % \$ 0.00 Spcl County:

Taxes: 0.5 % \$ 6.02

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

It is possible for freight to split across multiple invoices. To simplify your freight charges, sign up for Hilti SMART at Hilti.com.
Material returns after 90 days are subject to a \$ 125 restocking fee.
Chemicals returnable within 14 days by the case only.
Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

Customer account	Invoice	Invoice date	Prepayment	Amount due (USD)	Payment enclosed
10754476	4623306859	08/28/2024		\$1,300.58	

Bill to: RICE LAKE CONTR INC
PO BOX 517
22360 COUNTY ROAD 12
DEERWOOD MN 56444-6113

Delivery Address: RICE LAKE CONTR INC
BEMIDJI WWTP JOB #2406
400 MIDWAY DR S
BEMIDJI MN 56601

Please make checks payable to Hilti and remit in USD.
A fee of \$ 25.00 is assessed for return checks.
Email Tax Certificates to us-tax-certificates@hilti.com

Remit to: **HILTI INC.**
PO BOX 70299
PHILADELPHIA PA
19176-0299

|||||

7 10754476 4623306859 08282024 0000130058



Customer Service
800-879-8000
www.hilti.com

Credit Dept
800 950-6196

INVOICE 4623346998

Duns: 00-117-3525
Federal ID: 06-0732334

RICE LAKE CONTR INC
PO Box 517
22360 COUNTY ROAD 12
DEERWOOD MN 56444-6113

Invoice date:	09/04/2024
Invoice due date:	10/04/2024
Cust. P.O. number:	#2406-S19529
Customer account:	10754476

Page 1 (2)

Delivery Address: RICE LAKE CONTR INC, Bemidji WWTP Job #2406, 400 MIDWAY DR S, BEMIDJI MN 56601 ATTN: BRAD KNIGHT 02186701043

Hilti sales rep: CHAD SWARTOUT, TUS0521005 Order number: 586084285 Date: 09/04/2024
Terms of payment: 30 days net Location ID: 31248602

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
SHIPMENT NUMBER: 327024791						
3778131	HIT-HY 200-R V3 MC (11.1 FL OZ/330 ML)	3 EA		918.80	2,756.40	A
2334276	INJECTABLE MORTAR HY 200-R V3 330/1/WH		75 EA			
2253927	NURON BATTERY CHARGER C 4-22 115V Serial Number: 2409351193	1 EA	1 EA	0.99	0.99	
2251348	BATTERY PACK B 22-55 LI-ION NURON Serial Number: 410360561	1 EA	1 EA	0.99	0.99	
2250850	CORDL. DISPENSER HDE 500-22 Serial Number: 77995	1 EA	1 EA	0.99	0.99	
2007059	CARTRIDGE HOLDER RED HIT-CR 500	1 EA	1 EA	36.87	36.87	A
337111	MIXING NOZZLE HY/RE	12 EA	12 EA	5.82	69.84	A

Items Total 2,866.08
Total net value 2,866.08
Total Tax 229.29

Total amount USD 3,095.37

Taxes: State: MN 6.875 % \$ 197.05 County: 0.625 % \$ 17.91 City: 0 % \$ 0.00 Spcl County:

Taxes: 0.5 % \$ 14.33

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

It is possible for freight to split across multiple invoices. To simplify your freight charges, sign up for Hilti SMART at Hilti.com.
Material returns after 90 days are subject to a \$ 125 restocking fee.
Chemicals returnable within 14 days by the case only.
Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.



Knife River Materials
PO Box 636
St Cloud, MN 56302-0636
Accounts Receivable
Ph: (320) 217-6051

INVOICE

INVOICE NUMBER

115306

INVOICE DATE

08/19/24

PAGE

1 of 1

CUSTOMER NUMBER

256833

BRANCH PLANT

371036

KRM NS BEMIDJI RMX PLT #1

SALES ORDER NUMBER

85789

CUSTOMER P.O.

ORIGINAL

BILL TO: RICE LAKE CONSTRUCTION
ACCOUNTS PAYABLE
PO BOX 517
DEERWOOD MN 56444

TERMS		NET DUE DATE	DELIVERY ADDRESS				
Net 25th		09/25/24	400 Midway Dr SW, Bemidji				
SPECIAL INSTRUCTIONS							
TICKET	ITEM	DESCRIPTION	TRUCK	QUANTITY	U O M	UNIT PRICE	EXTENDED PRICE
5801825	373140FN5304	4000 FTG	3721829	8.00	CY	167.0000	1,336.00
5801825	3755024	FUEL SURCHARGE ZONE 1	3721829	1.00	EA	10.0000	10.00
5801825	3755016	ROAD IMPROVE. & FOOD DEL. FEE	3721829	1.00	EA	.5000	.50
5801827	373140FN5304	4000 FTG	3721837	8.00	CY	167.0000	1,336.00
5801827	3755024	FUEL SURCHARGE ZONE 1	3721837	1.00	EA	10.0000	10.00
Subtotal Product				16.00	CY		2,692.50
TAXABLE AMOUNT:		2,692.00	SUBTOTAL	SALES TAX	DISCOUNT		TOTAL
NONTAXABLE AMOUNT:		.50	2,692.50	228.82			2,921.32

A Finance Charge of 1.5% per month (18% annually) will be charged on all past due accounts.

CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Approve Change Order No. 4 - Wastewater Treatment Facility
- Final Clarifier Project - City Project 23-03

Prepared By: Samuel C. Anderson, City Engineer/DPW

Background:

Attached is Change Order #04 for the construction of the new final clarifier at the wastewater treatment facility. This change order includes one item as part of an claim release settlement between SEH, Rice Lake, and City to resolve an elevation error found during construction of the helical piers back in Summer 2024.

The change order includes the following items:

1. Helical Piers Elevation Modifications + \$109,892.00

Net Change: + \$109,892.00

This change order is a procedure amendment to increase the contract price to allow reimbursement to Rice Lake through the current construction contract by the City. The City is receiving payment directly from SEH to cover the full amount prior to payment to Rice Lake per the Settlement, Waiver, and Release of Claims document. The claim release document is on the same council agenda for approval as a separate item.

This change order was reviewed by SEH Engineering and city staff and is recommended for approval.

Finance

The net amount of the attached change order is a increase of \$109,892.00. This change order results in a new contract cost with Rice Lake Construction of \$11,570,472.67. EPA federal earmark grant funds are paying for \$4,400,000 of the project costs and the remainder of the project costs are being funded by sanitary sewer utility funds.

Recommendation:

It is recommended that the city council pass a motion approving Change Order #4 for the Wastewater Treatment Plant Final Clarifier Project – City Project 23-03.

CHANGE ORDER NO.: 004

Owner:	City of Bemidji	Owner's Project No.:	23-03
Engineer:	SEH Inc	Engineer's Project No.:	BEMID 177064
Contractor:	Rice Lake Construction Group	Contractor's Project No.:	2406
Project:	Secondary Clarifier Expansion Project		
Contract Name:			
Date Issued:	5/9/2025	Effective Date of Change Order:	5/9/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Modifications needed to resolve the elevation datum difference between record drawings furnished by the City of Bemidji and the survey performed by SEH Inc. at the facility used during design. SEH has claimed responsibility for the cost of the modifications and will pay the City the amount of the change order as outlined in the attached release.

Attachments:

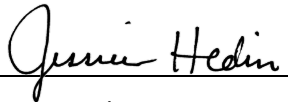
- Settlement, Waiver, and Release of Claims signed by the City of Bemidji, SEH, and Rice Lake Construction

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 11,374,600.00		Substantial Completion:	403 days
		Ready for final payment:	585 days
[Increase] from previously approved Change Orders No. 001 to No. 003:		[Increase] from previously approved Change Orders No. 001 to No. 003:	
\$ 85,980.67 adder		Substantial Completion:	122 days
		Ready for final payment:	1 days

Contract Price prior to this Change Order: \$ 11,460,580.67	Contract Times prior to this Change Order: Substantial Completion: 525 days Ready for final payment: 586 days
[Increase] this Change Order: \$ 109,892.00	[Increase] this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 11,570,472.67	Contract Times with all approved Change Orders: Substantial Completion: 525 days Ready for final payment: 586 days

Recommended by Engineer (if required)

Authorized by Owner

By: 
Print: Jessica Hedin
Title: Project Manager
Date: 05/09/2025

Sam Anderson
Public Works Director/City Engineer

Authorized by Contractor

Approved by Funding Agency (if applicable)

By: 
Print: Jason Schmitt
Title: Water Group Manager
Date: 5/9/2025

CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Council approval of the proposed MOU

Prepared By: Rich Spiczka in Consultation with Sam Anderson

Background:

Beltrami County is looking to construct a new Recycling Site on land jointly owned between Beltrami County and the City of Bemidji. The County is looking for approval of the MOU that outlines the details of the proposed cooperation moving forward.

Recommendation:

Staff recommends approval as they have worked with County Staff to assure all boxes are checked.

MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF BEMIDJI AND BELTRAMI COUNTY
REGARDING
Recycling Site located at 1917 Fern Street NW, PIN: 800700200

The County is desirous to constructing a new Recycling Site:

1. Beltrami County will prepare the plans and specifications for this project.
2. Beltrami County and the City of Bemidji will work together to get all permitting approved due to joint ownership.
3. Beltrami County will advertise and receive bids for the project.
4. Beltrami County will make all contractor payments and be responsible for the overall inspection and administration of the project.

The County is desirous of utilizing PIN: 800700200, property jointly owned by the City of Bemidji and Beltrami County. The property is to be used as a Beltrami County owned and maintained recycling drop off site. The City is agreeable to this use. The City and County's roles for the site are further defined as follows:

1. Beltrami County will have ownership of the facility.
2. Beltrami County will be responsible for any future maintenance, and site operations.
3. The City will assist in winter snow and ice removal, in the event snow quantities exceed what the County can handle with regular snow maintenance equipment. The County will formally request assistance, if needed, on a case-by-case basis.

Acknowledgement for Beltrami County:

Acknowledgement for City of Bemidji:

Beltrami County Solid Waste Director Date

Bemidji City Engineer Date

Beltrami County Board Chairman Date

Bemidji City Mayor Date

CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Consider Resolution to request transfer of Judicial Ditch #2 from Beltrami County to City of Bemidji

Prepared By: Samuel C. Anderson, City Engineer/DPW

Background:

At the last joint meeting between Bemidji and Beltrami County, it was discussed that the County would like to explore transferring ownership of Judicial Ditch #2 to the City. Judicial Ditch #2 is encompassed within the municipal limits currently and takes water from other City storm water systems that outlet into the larger wetland complex. The ditch begins in Bemidji City Park and ends at Lake Irving and includes some other smaller ditch networks throughout the larger wetland (see attached Exhibit A for an overview map). Bruce Hasbargen, County Engineer, has submitted an engineer's report for the transfer of the ditch per MN Statute, which is attached to this report. Upon approval of the attached resolution requesting transfer of the ditch, the County will then schedule a public hearing and draft a document to transfer the ditch easements for future City use.

Staff have reviewed the documents and are agreeable to the transfer based the extents of the ditch being within the city municipal limits and we have a funding mechanism in place with storm water utility funds to cover any future maintenance that may be required.

Recommendation:

Staff recommend Council pass a motion to approve the attached resolution to begin the transfer process of Judicial Ditch #2 from Beltrami County to the City of Bemidji.

RESOLUTION NO.

A RESOLUTION APPROVING PETITION TO TRANSFER BELTRAMI COUNTY JUDICIAL DITCH NO. 2 TO CITY OF BEMIDJI

WHEREAS, the City of Bemidji, as Petitioner, hereby petitions the Beltrami County Board of Commissioners, as Drainage Authority for Beltrami County Judicial Ditch No. 2 (JD2), to transfer JD2 to the City of Bemidji as a Water Management Authority; and

WHEREAS, such a transfer is necessary for the orderly management for storm surface or flood waters, including management for water quality purposes; and

WHEREAS, the transfer will not have an adverse impact on property utilizing the system; and

WHEREAS, attached to this Petition is an Engineering Report labeled Exhibit A, which describes the nature and extent of the drainage easement occupied by the drainage system, along with other relevant information, including maps and hydraulic information.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bemidji, as Petitioner, hereby requests Beltrami County, as Drainage Authority for JD2, hold the necessary Transfer Hearing, pursuant to Minnesota Statutes Section 103E.812 for the purpose of transferring JD2 to the City of Bemidji.

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

Yeas:

Nays:

Absent:

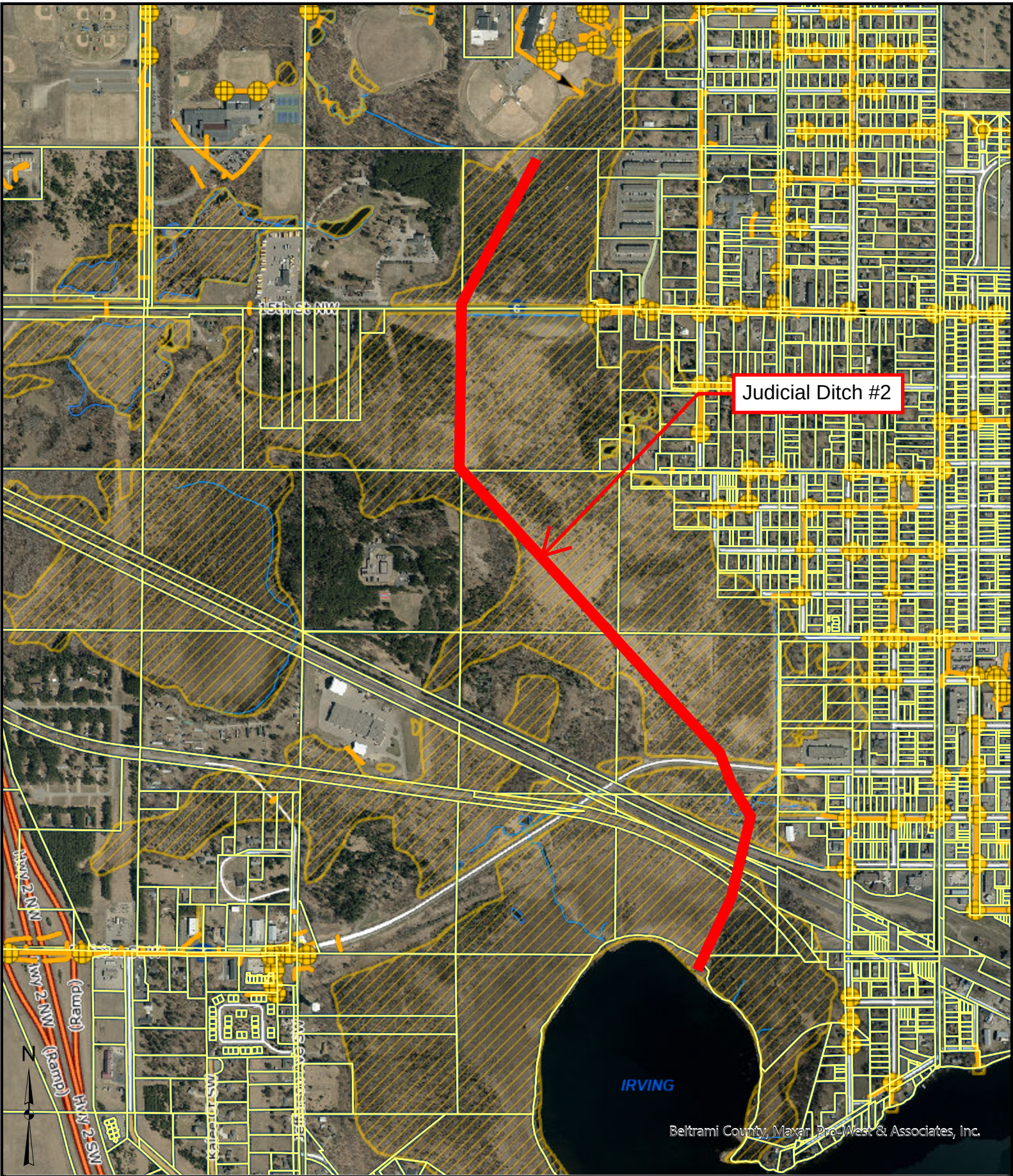
Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor



Beltrami County, Maxar, Pro-West & Associates, Inc.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Judicial Ditch #2 - Overview Map	
1:18,056	Date: 5/12/2025
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



Bemidji
First City On The Mississippi

Page 114 of 168

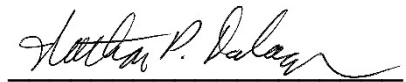


Engineer's Report – Transfer of a Drainage System

Beltrami County Judicial Ditch #2

**ENGINEERS REPORT FOR TRANSFER OF JUDICIAL
DITCH #2 IN BELTRAMI COUNTY TO THE CITY OF
BEMIDJI, MN**

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Nathan Dalager, P.E.

License Number 25309

January 29, 2025

Date

HDR

213 LaBree Ave N, Suite 203

Thief River Falls, MN 56701

Table of Contents

Executive Summary	1
Introduction	7
Location.....	7
Current Conditions in the Watershed.....	7
Project Investigation.....	9
Alignment & Stationing	9
Design	9
Existing Conditions	9
Ditch Side Slopes	9
Ditch Bottom Width and Ditch Depth	9
Ditch Grade	9
Hydraulic Structure Sizing.....	10
Existing Right-of-Way	10
Hydraulic Analysis	11
Additional Considerations.....	11
Utilities – Storm Sewer	11
Benefitted Area and Drainage Area	11
Adequacy of Outlet.....	11
5 th Street NW (Historical CSAH 7) Alterations.....	12
Tile Laterals.....	12
Recommendations.....	12
Findings and Conclusions.....	12

Figures

Figure 1: JD 2 Original Typical Cross Sections	2
Figure 2: JD 2 Plat	3
Figure 3: JD 2 Legal Ditch Profile (Unknown Datum)	4
Figure 4: JD 2 Extents, Alignment shown in blue, Benefitted Area shown in red	5
Figure 5: Site Map.....	6
Figure 6: Approximate Drainage Area and Stormwater Utilities - Beltrami County JD 2	8

Tables

Table 1: Culvert Crossings and Sizes	10
Table 2: Existing Right-of-Way	10
Table 3: Original Constructed Capacity.....	11

Appendices

Appendix A: Petition for Transfer of Beltrami County Judicial Ditch #2.....	I
Appendix B: MN Statutes	VI
Appendix C: Culvert Sketches	IX

Executive Summary

A petition has been submitted by the City of Bemidji to transfer the entirety of Beltrami County Judicial Ditch #2 (JD 2) to the City of Bemidji, Minnesota. The petition states that the transfer is necessary for the orderly management of storm, surface, and floodwaters, including management for water quality purposes (see Appendix A for the complete petition). HDR was directed to provide an Engineers Report under Minnesota Statute 103E.812 in order to evaluate and provide recommendations for the transfer.

The Engineer's Report addresses the nature and extent of the drainage easement occupied by the drainage system and the as-constructed or subsequently improved depth, grade and hydraulic capacity of the drainage system, together with other issues of importance in this matter. The Report also addresses any impact that a transfer would have on properties utilizing the drainage system for an outlet or otherwise benefitting from the existence of the drainage system. Figures 1-3 show the original typical ditch cross section, plat, and legal ditch profile. Figure 4 identifies the alignment and benefitted area and Figure 5 depicts a site map for the JD 2 area. The historical ditch record and file information is expected to be generally correct for documentation purposes.

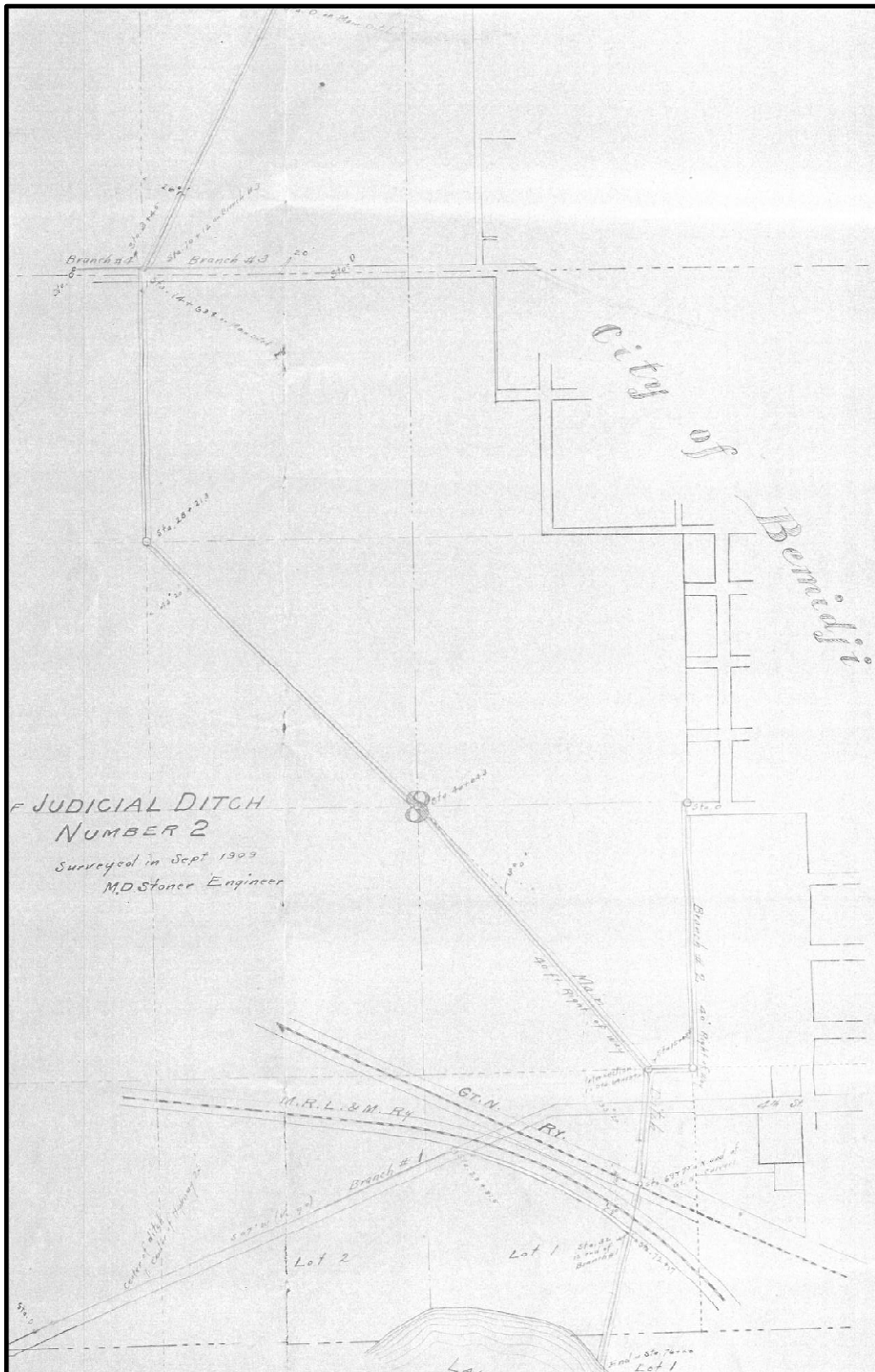


FIGURE 2: JD 2 PLAT

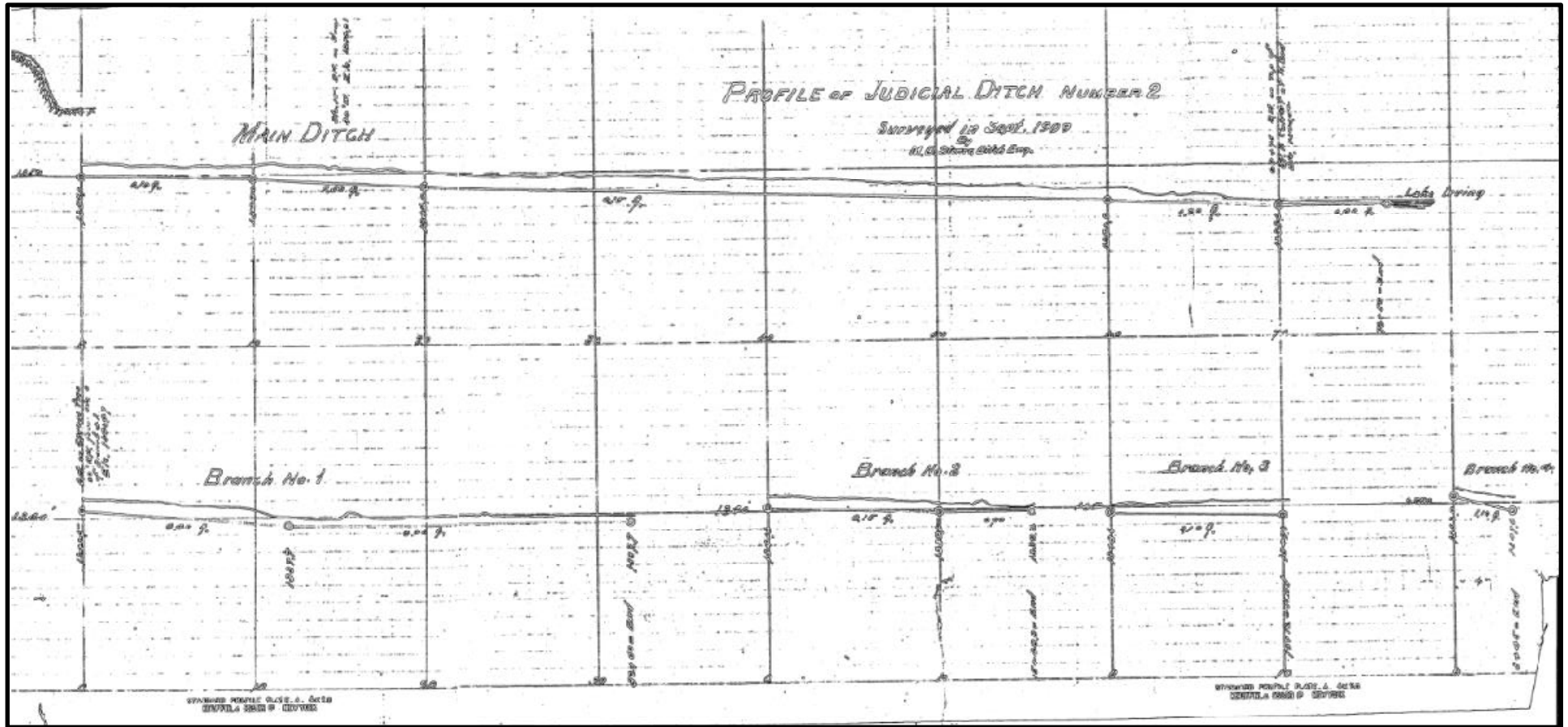


FIGURE 3: JD 2 LEGAL DITCH PROFILE (UNKNOWN DATUM)

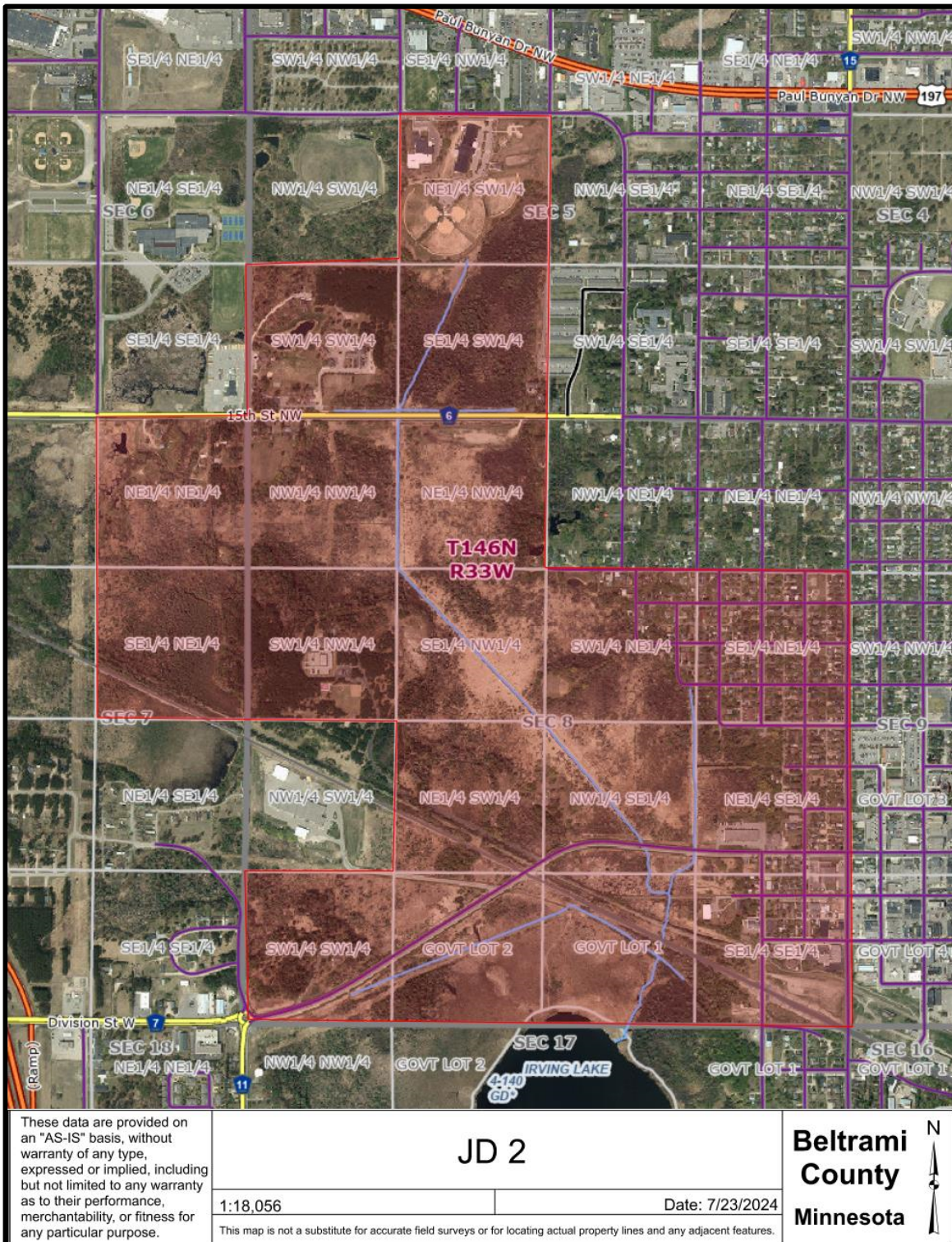


FIGURE 4: JD 2 EXTENTS, ALIGNMENT SHOWN IN BLUE, BENEFITTED AREA SHOWN IN RED

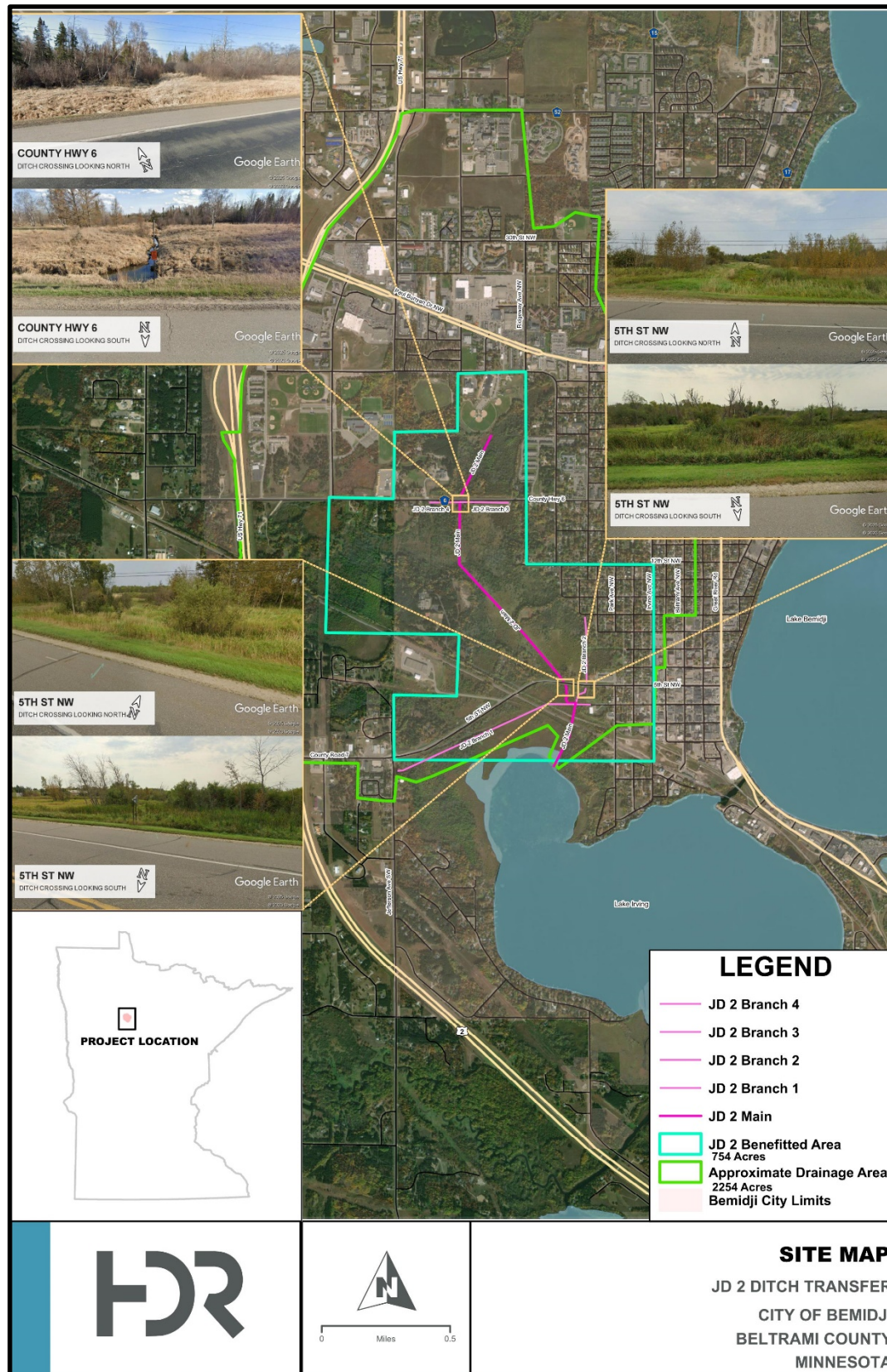


FIGURE 5: SITE MAP

Introduction

Location

The City of Bemidji is petitioning Beltrami County, pursuant to Minnesota Statutes 103E.812 to transfer all of Judicial Ditch 2, including its Branches to the City of Bemidji as the resulting Water Management Authority. Judicial Ditch 2 was established around 1910 to provide a storm water outlet to improve drainage to lands within Beltrami County, Bemidji, and the surrounding area. JD 2 Main begins in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 5 in T146N, R33W and outlets into Lake Irving near the north line of Section 17 in T146N, R33W. A majority of the JD 2 watershed is located within the corporate limits of the City of Bemidji.

Current Conditions in the Watershed

At the time of early establishment, most of the JD 2 benefitted area / watershed is assumed to have been primarily undeveloped. A portion of the watershed affected by this petition has been subsequently developed. JD 2 serves as the primary drainage outlet for the portion of the city shown in Figure 6.

Upon full and complete transfer of the system, the City may perform upgrades on the system to increase the performance of the overall drainage system. Local, State, and Federal environmental permitting considerations must be followed prior to any system improvements.

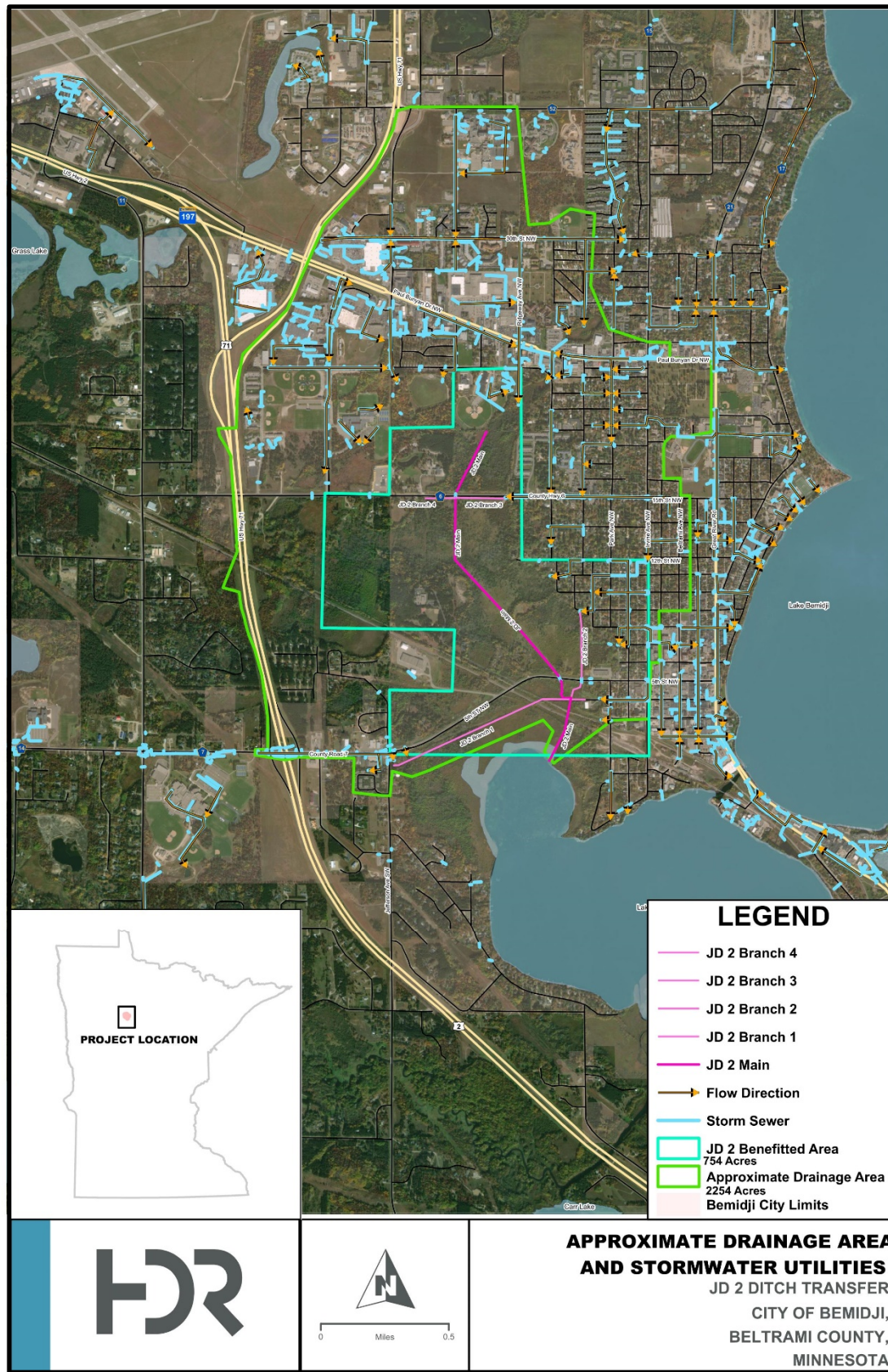


FIGURE 6: APPROXIMATE DRAINAGE AREA AND STORMWATER UTILITIES - BELTRAMI COUNTY JD 2

Project Investigation

Investigation of the ditch records reveals the cross section and ditch grade profile of JD 2 at an assumed survey datum. With respect to current day survey datums, a ditch system survey and datum conversion may be appropriate if ditch maintenance is ever considered. The legal ditch alignment, cross section, and grade are shown previously in Figures 1-3.

Alignment & Stationing

The alignment of JD 2 as outlined in the Petition is displayed in Figures 2, and 4-6. It is unclear whether or not all Branches were constructed in accordance with the original Plat but are presumed to be included in the JD 2 system in terms of legal ditch records and are considered part of this transfer.

Design

EXISTING CONDITIONS

A hydraulic analysis was performed to determine the original channel capacity. The existing ditch has not been maintained well and would appear to have less capacity in its current condition. Depending upon drainage problems, the system capacity would be improved with a good maintenance cleaning, presuming environmental permits can be obtained. The following section summarizes the original ditch specifications.

DITCH SIDE SLOPES

The side slopes of JD 2 are 1:1 (H:V)

DITCH BOTTOM WIDTH AND DITCH DEPTH

The bottom width of the JD 2 main channel and Branch 2 were constructed with 3 feet in bottom width and a 4 foot depth. Branches 1, 3, and 4 were constructed with 6 feet in bottom width and 3 feet in depth.

DITCH GRADE

The ditch profile varies as shown in Figure 3, and the grades are listed in Table 3.

HYDRAULIC STRUCTURE SIZING

The culverts in the JD 2 system are as follows and are included in Appendix C.

TABLE 1: CULVERT CROSSINGS AND SIZES

Description	Existing Culvert	Shape	Top El. (1988 Datum)
CSAH 6 Crossing	22" X 36" RCP Arch	Arch	1349.6' (N) 1348.9' (S)
5 th St. NW Crossing - West	42" RCP	Round	1344.7' (N) 1344.5' (S)
5 th St. NW Crossing - East	36" RCP	Round	1343.6' (N) 1343.5' (S)
4 th St	42" RCP With Steel Sleeve	Round	1344.9' (N) 1344.5' (S)
Trail Crossing	48" RCP With Steel Sleeve	Round	1345.8' (N) 1345.0' (S)
Railroad Crossing	42" RCP With Steel Sleeve	Round	1343.5' (N) 1343.3' (S)

Existing Right-of-Way

The existing right-of-way of JD 2 is 40 feet according to the Plat shown in Figure 2, typically 20 feet on either side of the ditch centerline. Table 2 summarizes the existing right-of-way along JD 2 and its location.

Since the statutory transfer process specifies that after transfer, the system ceases to be subject to regulation under the drainage statutes (103E.812 Subd. 8), it is important that the transferee acquire from the County all easements and rights necessary for the installation, operation and maintenance of the system. The petition for transfer requests that the County transfer all such easements, whether written or unwritten, associated with JD 2 from Beltrami County to the City of Bemidji.

TABLE 2: EXISTING RIGHT-OF-WAY

Ditch	Permanent R.O.W.
JD 2 Main	40'
JD 2 Branch 1	40'
JD 2 Branch 2	40'
JD 2 Branch 3	40'
JD 2 Branch 4	40'

Hydraulic Analysis

Based upon the ditch records of cross section and grade, the estimated capacity of the main ditch at the time of construction was around 50 cubic feet per second (cfs), assuming it was in good repair, with no backwater effects from Lake Irving or significant channel vegetation and brush or trees. In all likelihood, the ditch functions at a much lower capacity now due to its age and apparent state of disrepair.

TABLE 3: ORIGINAL CONSTRUCTED CAPACITY

Ditch	Grades %	Capacity (cfs)
JD 2 Main	.1 / .3 / .15 / .2 / 0	50
JD 2 Branch 1	.4 / 0	50
JD 2 Branch 2	.15 / 0	30
JD 2 Branch 3	.1	30
JD 2 Branch 4	1.1	50+

Additional Considerations

Utilities – Storm Sewer

The known stormwater utilities within the project area are shown in Figure 6. Locations of other utilities such as fiber optic, water, sewer, and gas and underground electric crossing the ditch are unknown. Consideration should be given to potential existing utility conflicts if the JD 2 drainage system is maintained in the future.

Benefitted Area and Drainage Area

Once the ditch is transferred, the benefitted area will likely be a relic of the ditch's history. The actual drainage area is larger and should be considered when future drainage maintenance or improvements are conducted.

Adequacy of Outlet

JD 2 passes through a large undeveloped wetland complex that provides substantial attenuation of floodwaters. JD 2 also discharges into Lake Irving, which is a significant body of water. When considering the ditch in the larger context of the watershed, the entire system which includes many acre-feet of temporary retention, essentially meters outflows quite well. Due to

the ditch's location and undeveloped condition, its potential for causing flood damages is low. Lake Irving is an adequate outlet for JD 2.

5th Street NW (Historical CSAH 7) Alterations

In the later 1970's, there were road improvements along CSAH 7. The road was subsequently placed under City of Bemidji jurisdiction and is now 5th Street NW. This project affected minor portions of the JD 2 ditch system, basically deepening of the ditch system along the road for a few hundred feet. A Hearing was held at the time, so it appears that the system alterations were done in accordance with drainage law, and that there are no presumed material considerations that need to be addressed upon transfer of the system.

Tile Laterals

The ditch record on file at Beltrami County includes a plat of JD 2 "tile locations" west of Branch 2, in between the JD 2 Main and Branch 2. It is unclear if these tile lines were ever installed, and there is no apparent evidence of improved drainage or vegetative change in this area. It is presumed that these tile lines are irrelevant, or at least non-functional, and are not materially relevant to the system once the system is transferred.

Recommendations

Findings and Conclusions

Based on available information, the original purpose of Judicial Ditch 2 was to provide drainage to the lands within the benefitted area; and considering that most of this drainage system is located wholly within the City of Bemidji, under Minnesota Statute 103E.812 Subd.2b The City of Bemidji may petition Beltrami County for transfer to the City.

Considering that Judicial Ditch 2 functions as one of the City's primary drainage systems, and the City desires to improve and/or maintain the system, the continued operation of the ditch as a public drainage system under County Jurisdiction by Minnesota Statute 103E is unnecessary. The operation of the system as City-owned public drainage infrastructure will provide increased efficiencies in the management, maintenance and function of the system.

Therefore, it is the conclusion of the Engineer that the City of Bemidji has historically enjoyed the drainage provided by JD 2, including the outlets of many storm sewer systems within the corporate limits as a part of the JD 2 system; and transfer of the entire JD 2 system, as petitioned by the City of Bemidji, to Beltrami County is reasonable, practical and necessary for



the orderly management of storm, surface and flood waters, including water quality management in this watershed.

The transfer will maintain the nature and extent of the drainage easement occupied by the drainage system and the as-constructed or subsequently improved depth, grade and hydraulic capacity of the drainage system. The transfer will have no impact on properties utilizing the drainage system for an outlet or otherwise benefitting from the existence of the drainage system.

The transfer of the JD 2 system from Beltrami County to the City of Bemidji is recommended by the Engineer without reservation.



Appendix A:

Petition for Transfer of Beltrami County Judicial Ditch #2



Petition to Transfer Beltrami County JD 2
Pursuant to Minnesota Statutes 103E.812

WHEREAS, the City of Bemidji, as Petitioner, hereby petitions the Beltrami County Board of Commissioners, as Drainage Authority for Beltrami County JD 2, to transfer JD 2 to the City of Bemidji as a Water Management Authority; and

WHEREAS, such a transfer is necessary for the orderly management for storm surface or flood waters, including management for water quality purposes; and

WHEREAS, the transfer will not have an adverse impact on property utilizing the system; and

WHEREAS, attached to this Petition is an Engineering Report labeled Exhibit A, which describes the nature and extent of the drainage easement occupied by the drainage system, along with other relevant information, including maps and hydraulic information.

NOW, THEREFORE, Petitioner hereby requests Beltrami County, as Drainage Authority for JD 2, hold the necessary Transfer Hearing, pursuant to Minnesota Statutes 103E.812 for the purpose of transferring JD 2 to the City of Bemidji.

Dated this __ day of _____ 2024.

CITY OF BEMIDJI

By _____
Jorge Prince, Mayor



Appendix B:

MN Statutes

Minnesota Statutes

103E.812 TRANSFER OF ALL OR PART OF DRAINAGE SYSTEM.

SUBDIVISION 1. Drainage lien payment period must expire. After the period originally fixed or subsequently extended to pay the assessment of the drainage lien expires, all or part of a drainage system may be transferred from the jurisdiction of the drainage authority to a water management authority as provided in this section.

SUBD. 2. PETITIONERS. (A) For drainage systems outside of the seven-county metropolitan area, and outside of the municipal boundaries of a statutory or home rule charter city, a petition must be signed by at least 51 percent of the owners of property assessed for the construction of the drainage system, or portion of the drainage system proposed to be transferred, or by the owners of not less than 51 percent of the area of the property assessed for the drainage system, or portion of the drainage system sought to be transferred. The water management authority to which the drainage system is to be transferred must join the petition.

(B) For drainage systems wholly or partially within the municipal boundaries of a statutory or home rule charter city, the city may petition for transfer if the drainage system or portion of the drainage system proposed to be transferred lies within the boundaries of the city. The water management authority to which the drainage system is to be transferred must join the petition.

(C) For drainage systems within the seven-county metropolitan area and within the jurisdictional boundaries of an existing water management authority, the water management authority may petition for transfer if the drainage system or portion of the drainage system proposed to be transferred lies within the boundaries of the water management authority.

(D) For the purpose of the petition, the county is the resident owner of all tax-forfeited property held by the state, under chapter 282, and assessed benefits for the drainage system, and the board may execute the petition for the county as an owner. This paragraph does not apply to lands acquired by the state under chapter 84A.

SUBD. 3. PETITION. (A) The petition must designate the drainage system, or portion thereof, proposed to be transferred and show that the transfer is necessary for the orderly management of storm, surface, or flood waters, including management for water quality purposes.

B) The petition must indicate the impact, if any, that the transfer will have on properties utilizing the drainage system for an outlet or otherwise benefiting from the existence of the drainage system.

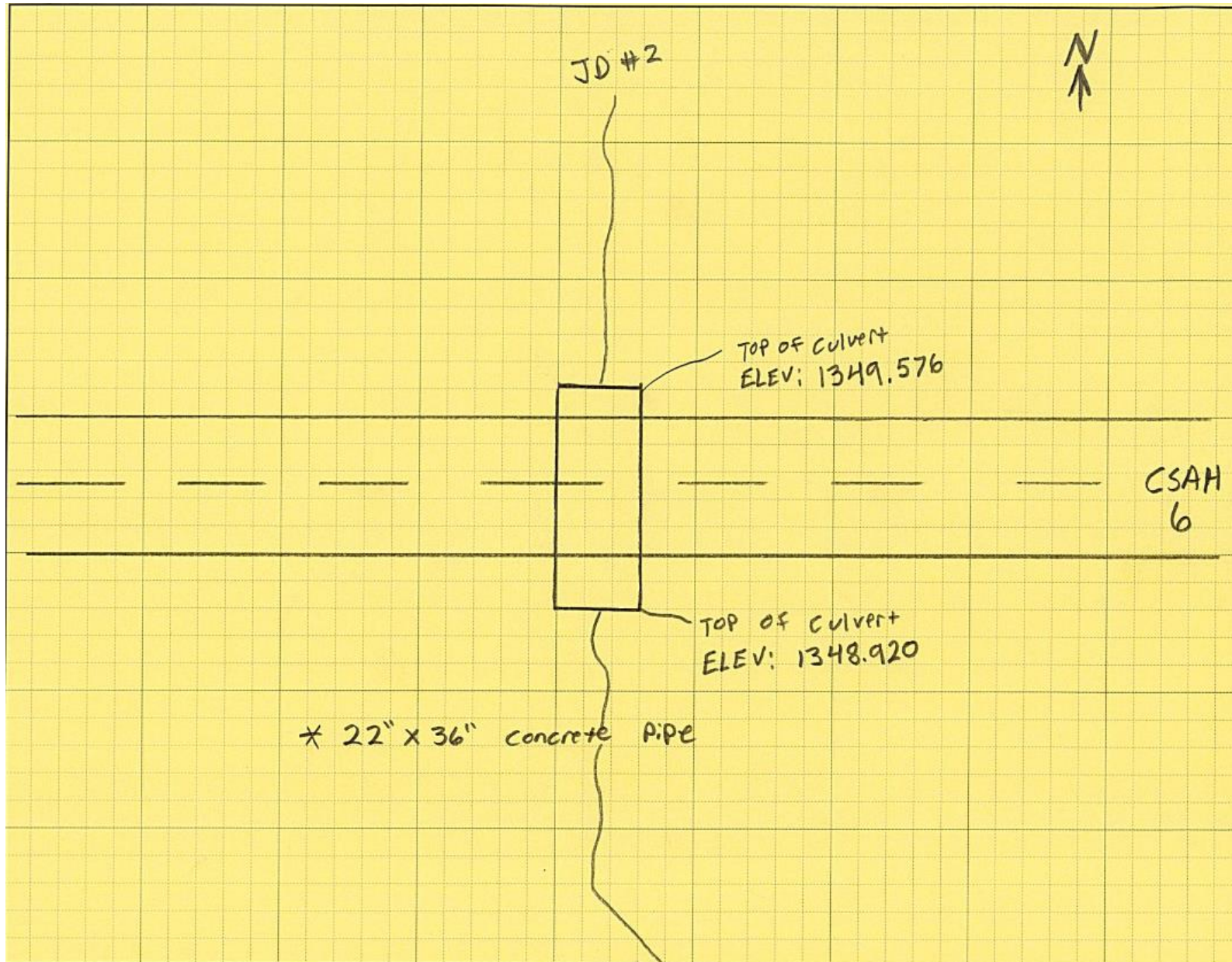
(C) The petition must include an engineering report, prepared by the transferee water management authority, establishing for the record, the nature and extent of the drainage easement occupied by the drainage system, and the as-constructed, or subsequently improved depth, grade, and hydraulic capacity of the drainage system.

SUBD. 4. Filing petition; jurisdiction. (a) If the drainage system is administered by a county or joint county drainage authority and if all properly assessed for benefits in the drainage system is in one county, the petition must be filed with the auditor unless the petition is signed by the board. in which case the petition must be made to the district court of the county where the drainage system is located and tiled with the court administrator. If the board, acting as the drainage authority, is also the petitioning water management authority, the petition must be made to the district court of the county where the drainage system is located and filed with the court administrator. If property assessed for benefits is in two or more counties, the petition must be filed with the auditor or court administrator of either (1) the county where the portion of the drainage system sought to be transferred exists; (2) the county not petitioning for the transfer; or (3) the county where the majority of the drainage system sought to be transferred exists.

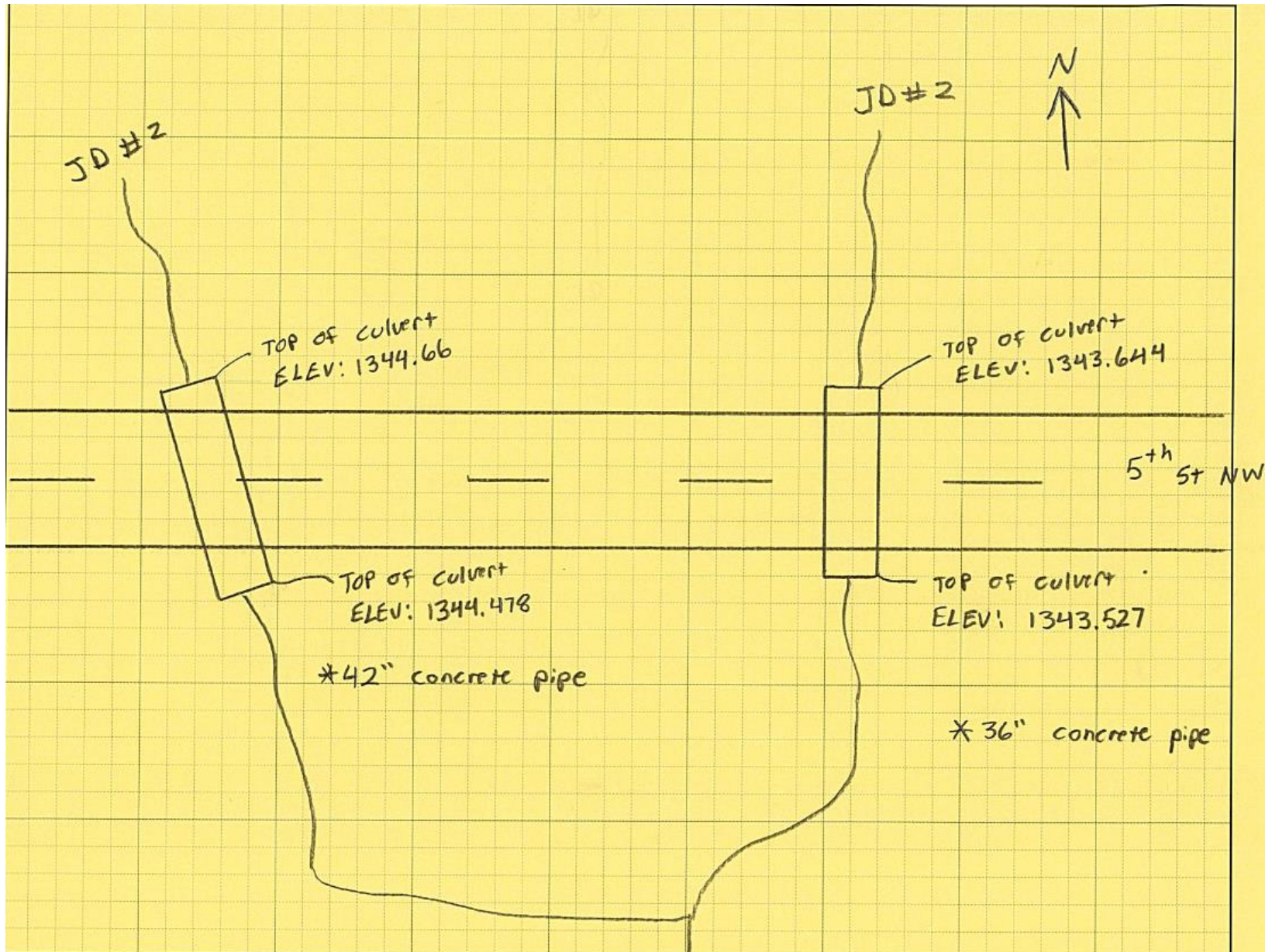


Appendix C:

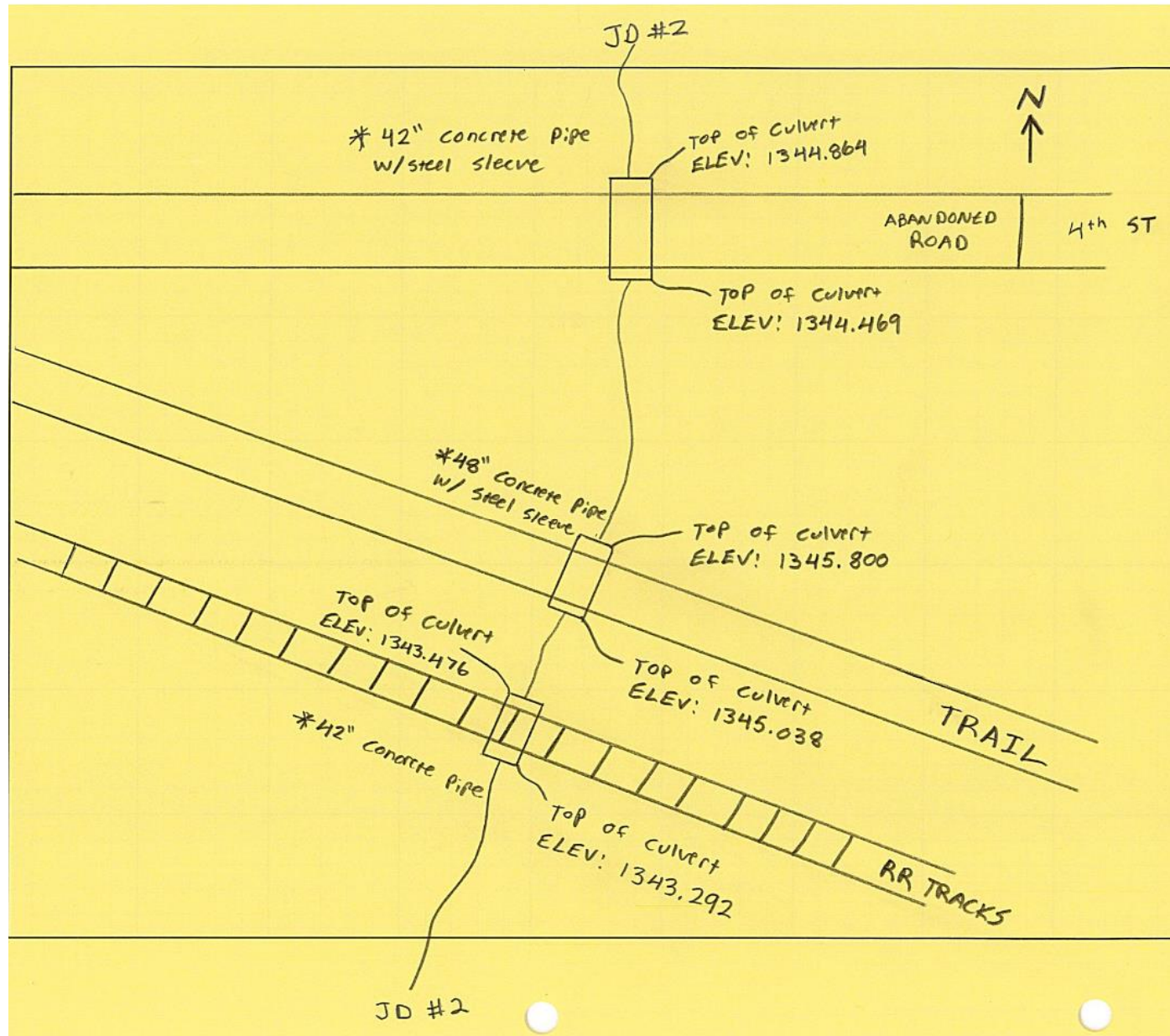
Culvert Sketches



VII



VIII



CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025

Action Requested: Ordinance Amending the Zoning Map Adopted in Chapter 28 of the Bemidji City Code Entitled “Development Code” and Motion to publish summary of said ordinance.

Prepared By: Melissa Fahrenbruch, Assistant Planner

Background:

HBS Properties, LLC is requesting a (Rezone) Land Use Map Amendment from R-2 & R-3 Suburban Residential Zoning Districts to R-6 Multiple Family Zoning District to build a Townhome Community with a communal building, dog park, playground, and trail. City staff met with the developers on the possibility of a multi-family housing development along with utilities. The possibility of extension of city utilities was also discussed along with parks and amenities. Planning staff also communicated to the Applicants that the process for a rezone currently takes longer than the 60-day rule due to the three-readings and 30-day publishing notice under the city’s charter. The Applicants are aware that the City’s Charter Commission changes regarding the 60-day Rule do not go into effect until May 8th, 2025.

The Planning Commission held a Public Hearing on March 27, 2025, and forwarded a recommendation of approval to the Planning Board for their meeting on April 14, 2025. The Planning Board met and approved the rezone, sending the approval to the City Council for the required three (3) readings and publication period. A request for the 60-day extension will be sent before the 60-day deadline on April 25, 2025, extending to June 24, 2025.

Recommendation:

Conduct the third reading for rezoning the following properties located at 1202 Lakewood Dr NW (Parcel 8000689100 and 800690000) from R-2 & R-3 Suburban Residential Zoning Districts to R-6 Multiple Family Zoning District.

CITY OF BEMIDJI

ORDINANCE NO. , 3RD SERIES

AN ORDINANCE AMENDING THE ZONING MAP ADOPTED IN CHAPTER 28,
ARTICLE II, SECTION 28-43 AND COMPHENSIVE PLAN ZONING MAPS
OF THE BEMIDJI CITY CODE
(Pertaining to Planning Case # ZOA-2025-0002, HBS Properties, LLC)

THE CITY OF BEMIDJI DOES ORDAIN:

SECTION 1: The following property located at 1202 Lakewood Dr NW (PINs # 8000689100 and 800690000) is hereby Rezoned from R-2 & R-3 Suburban Residential Zoning Districts to R-6 Multiple Family Zoning District.

Beltrami County, Minnesota, legally described as follows:

Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4), Section Twenty (20), Township One Hundred Forty-seven (147), Range Thirty-three (33);

LESS that part of said Northeast Quarter of the Southwest Quarter lying Westerly of State Trunk Highway No. 71 as relocated in 1975; AND LESS that portion conveyed to the State of Minnesota as stated in Warranty Deed dated January 17, 1975 and recorded February 10, 1975 by Microfilm No. 236278;

AND

Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4), Section Twenty (20), Township One Hundred Forty-seven (147), Range Thirty-three (33);

LESS the East 330.00 feet thereof; AND LESS the East 300.00 feet of the West 450 feet of the North 150 feet thereof; AND LESS the North 490.92 feet thereof lying Easterly of a line 450 feet Easterly of and parallel with the West line said Northwest Quarter of the Southeast Quarter; AND LESS that portion conveyed to the State of Minnesota as stated in Warranty Deed dated January 17, 1975 and recorded February 10, 1975 by Microfilm No. 236278.

SECTION 2: The Zoning Map referred to in Chapter 28, Section 28-43 of the Bemidji City Code and the zoning maps in the Comprehensive Plan, is hereby deemed to have been redrawn to portray the reclassification of the property described in Section 1 of this Ordinance.

SECTION 3: This ordinance shall become effective thirty (30) days after its passage and publication according to law.

Yeas:

Nays:

Absent:

First Reading:

Second Reading:

Final Reading:

Attest:

Michelle R. Miller, City Clerk

Approved:

Jorge S. Prince, Mayor

COUNCIL AGENDA ITEM



Meeting Date: May 19th, 2025

**Action Requested: Middle School Drive & Hannah Avenue NW
Reconstruction Project - Consider Award of Bid – City
Project 23-05**

Prepared By: Samuel C. Anderson, P.E. DPW/City Engineer

Background:

In April 2022, MnDOT and the City submitted a joint application for a USDOT RAISE Grant, which we were awarded funding in August 2022. The grant covered a significant portion of both the MnDOT TH 197 corridor from Gillett Drive NW to Hannah Avenue NW along with the city streets of Middle School Drive NW and Hannah Avenue NW from Paul Bunyan Drive (TH 197) to 23rd Street NW.

In December 2023, Council approved the addition of a roundabout at the intersection of 23rd Street NW & Middle School Drive with information presented on current traffic delays during the AM/PM peak hours of operation, current crash data, and an opportunity to spend more of the projected leftover grant funding acquired with the RAISE grant.

Final roadway design, including an enhanced landscaping plan, was completed throughout 2024 with final agency review, right of way acquisition, and bid advertisement into the first part of 2025.

The streets that are proposed to be included are shown on the attached Exhibit A and includes:

Middle School Drive NW
Hannah Avenue NW

23rd Street NW – TH 197
23rd Street NW – TH 197

Bids

A bid opening for the project was held on Thursday, May 1st, 2025 and the following four (4) bids were received:

Bidder

Base Bid

Reierson Construction, Inc.	\$4,351,818.40
Knife River Materials	\$4,649,610.05
Casper Construction	\$5,247,000.00
JR Ferche, Inc.	\$5,842,918.35
City Engineer's Estimate:	\$4,565,313.15

Finances:

The Reiersen Construction, Inc. bid amount of \$4,351,818.40 will result in a total project cost of approximately \$5,730,490.68 after design engineering, right of way acquisition, material testing, and construction inspection costs are added in.

Middle School Dr and Hannah Avenue Project Costs:

Reiersen Construction Contract	\$ 4,351,818.40
Design Engineering – Kimley Horn	\$ 699,179.00
ROW Acquisition	\$ 429,493.28
Construction Inspection, Testing, Admin.	<u>\$ 250,000.00</u>
Total Project Cost	\$ 5,730,490.68

Funding sources are proposed to come from the following sources:

RAISE Grant	\$ 3,600,000.00
IJA Discretionary Match Funds	\$ 646,318.32
State Aid Construction Account	\$ 1,378,672.36
Sanitary Sewer Utility Fund	<u>\$ 105,500.00</u>
Project Total:	\$ 5,730,490.68

Project Lighting

As we have partnered on previous city street projects, Ottertail Power is going to be installing metal light poles as part of the Hannah Avenue & Middle School Drive project as well as Conifer Avenue NW and a section of Hannah Avenue north of TH 197 up to Anne Street over the 2025-2026 construction seasons. An overview map is included with this report for reference on lighting locations.

In the past, metal light poles are installed as a City project cost along with being owned & maintained during their lifetime by our Streets Department with city funds. In coordination with Ottertail Power, staff were made aware of a program that allows the City to have Ottertail Power install metal light poles, which match our standard 30 foot light pole design, and the City agrees to pay a monthly rate for power and the metal pole itself. Ottertail will install, own, and maintain the light poles, including knockdowns. The agreement for Ottertail Power to install municipal lighting for all these areas is attached.

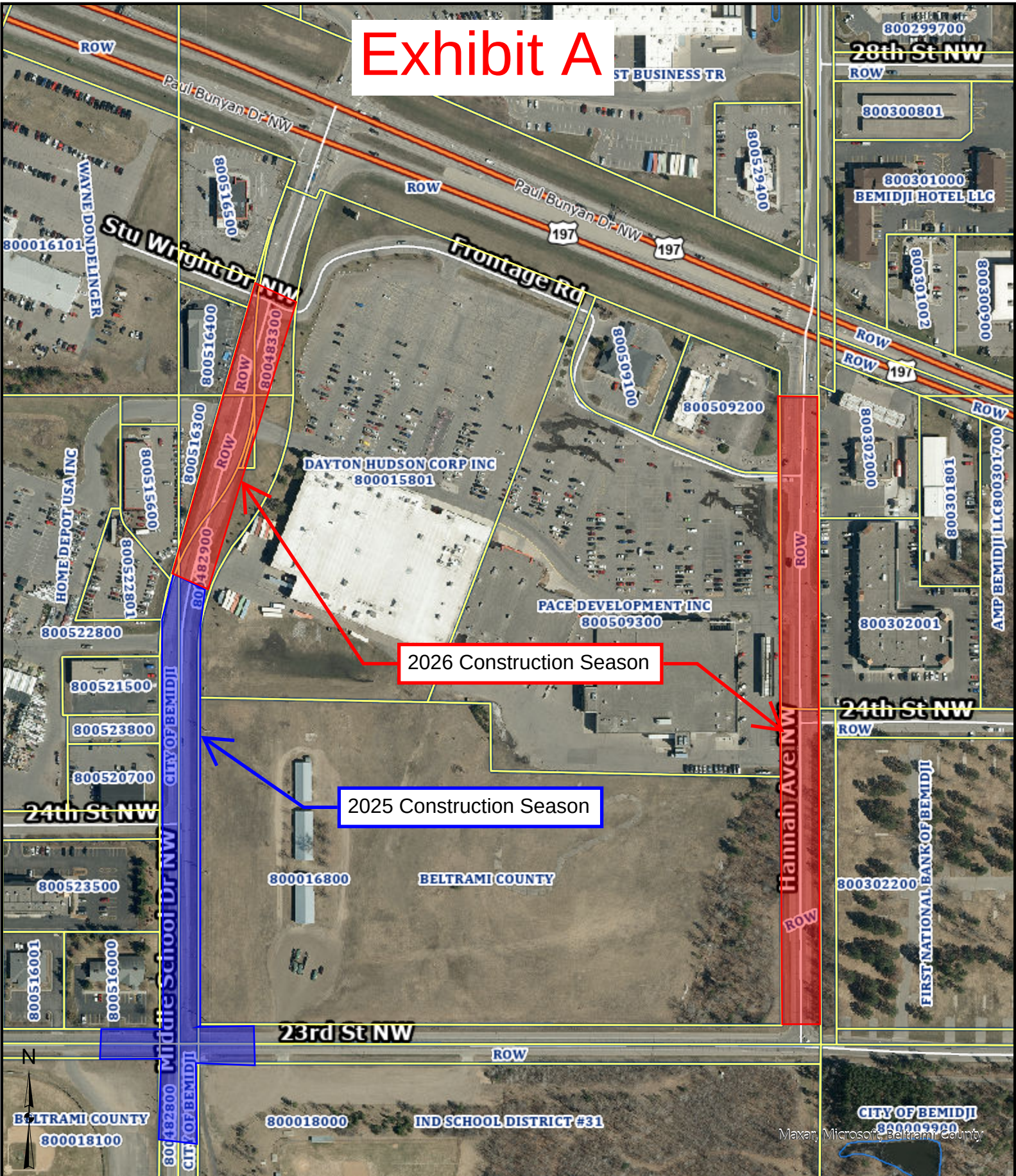
Project Schedule

Construction of the project is set to begin on July 7th, 2025. It is anticipated to be completed in September 2026.

Recommendation:

It is recommended that the city council pass a motion awarding the bid to Reiersen Construction, Inc. in the amount of \$4,351,818.40 for the Middle School Drive & Hannah Avenue NW Reconstruction Project – City Project 23-05 and authorize the City Manager to sign the attached municipal application for streetlights with Ottertail Power Company.

Exhibit A



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

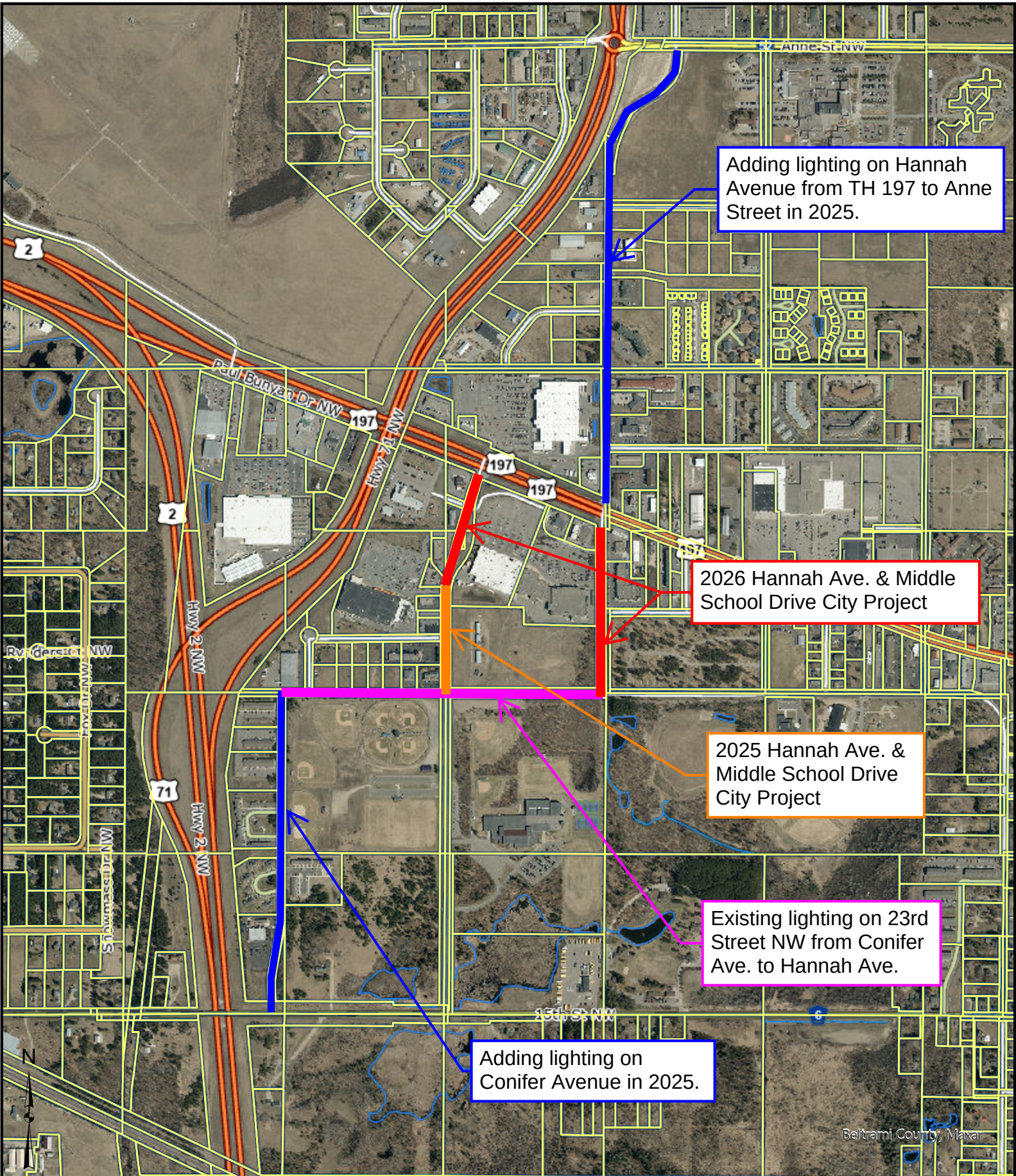
Hannah & Middle School - Overview Map

1:4,514

Date: 4/9/2025

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Lighting Overview

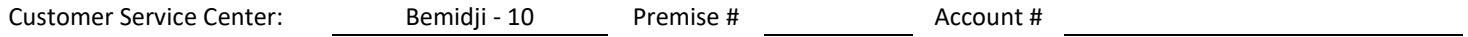
1:18,056

Date: 12/27/2024

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



Otter Tail Power Company



of Bemidji of MN held Select
 (MUNICIPALITY) (STATE) (DATE)

[illegible]

The municipality grants to Otter Tail Power Company perpetual right of way for the construction, operation, extension, maintenance and repair or removal of these electric lines necessary to provide the electric service at the location requested, including the necessary fixtures and apparatus in connection therewith, along, upon, under or across property owned by the municipality. Otter Tail Power Company shall have the right of ingress and egress, at all reasonable times for the purpose of the right of way granted hereby and shall have the right to cut down and trim trees, and/or vegetation as may be reasonably necessary to keep the wires of the electric lines clear, so as to be maintained in accordance with the usual Otter Tail Power Company standards of construction and maintenance.

Ownership of lighting system shall be entirely owned by the Municipality, Otter Tail Power Company or third party.

Installed date Select _____ (NAME AND TITLE)

CITY COUNCIL AGENDA ITEM



Meeting Date: May 19, 2025
Action Requested: Approval of the special event permit for the All School Reunion.
Prepared By: Rich Spiczka, City Manager

Background:

The details of the event are part of the application and can be found there. The purpose of the item being a New Business item are concerns with additional conditions added to the event that were not required previously. There are questions and concerns from event organizers and the general public. The goal of the conversation is to address these concerns, explain the rationale behind the conditions and find a consensus as to how we can handle these variables at the City level in the future.

Recommendation:

The recommendation is that council hear the justifications for staff to request the additional requirements for the All School Reunion Permit. Staff will be able to provide information and context to support the requirements the City placed on the organizing party.

Street Department - Traffic Control

Intersection at 3rd Street NW and Beltrami Avenue NW would be closed from 9:00 a.m. – 1:00 a.m.

When requests come in for street closures that involve closing intersections on Beltrami Avenue NW (first block off of TH 197), then this triggers the need to provide advanced road closure warning signs and/or left turn lane closures on TH 197 to reduce/prevent vehicles from turning off of TH 197 onto a city street that now functions as a “dead end” road and requires travelers to turnaround mid-block if they are able. This would also be advanced warning for emergency services and large delivery vehicles to avoid delays and/or need to back out onto TH 197.



Police Department - Police Security

BPD would like to see 2 officers hired for security and safety. This is based on:

- Large area closed off with a large crowd present
- Alcohol served and allowed into the street, generally uncontrolled from a large area
- Propensity for alcohol related incidents including fights, property damage, disorderly conduct
- Recent complaints from downtown businesses regarding the above issues
- Would create a significant burden on the general patrol staff to absorb any problems that arise, which would take patrol officers away from normal responsibilities
- If officers are not hired and on scene, there would likely be a realized and reduced response time. Not only for the event, but for the remainder of the City. This event could take away at least 2 of the normally scheduled 5 officers on shift for an extended period for any call then officers would be forced to deploy on foot. This would seemingly cause undue stress on any emergency response for the remainder of the public.

The Police Security is not a new request. The organizing committee has chosen not to contract for the additional officers. Traffic control is a new ask. The City has only had to request traffic control from a couple of events blocking intersections coming off of TH197. Event organizers are encouraged to not block off intersections if possible when planning for and asking for street closures.

The following paragraphs in the city code attached do reference what staff and council can ask for (i.e. around public safety, traffic control among other things – like garbage and portable toilets):

- (b) *Purpose and intent.* The city council finds that in the interest of public health, safety and welfare, citizens have the right to be assured that events occurring within the city are operated in a safe and healthy manner that minimizes the potential adverse impacts to the citizens. At the same time, the city council recognizes the desire of many of the city's citizens, individually and in gatherings, to fully enjoy outdoor related events. Therefore, the city council's objective herein is to preserve, protect and promote the city's citizens' health, safety, welfare and quality of life, through reasonable, regulation, control and planning of special events.
- (d) Application for permit (4) A description of the facilities and arrangements that are in place for the handling of food, medical needs, sanitation, fire services, garbage disposal, and adequate security and police protection for the event including crowd control, traffic control and police protection for adjacent property owners;
- (d) Application for permit (12) Such other information that the city manager, city attorney, city clerk, parks and recreation director, police chief, fire chief, public works director, or their designees, may need in order to carry out the purposes of this section, or that may be required pursuant to any special event policy that may be approved.
- (f) *Issuance of permit.* (1) Terms e. The sufficiency of the arrangement made to provide adequate security, garbage disposal, restrooms, crowd control, traffic control and parking control.

The special event process has evolved many times over the last 17 years. Sometimes, a change in staff alone can evolve the process drastically. When the Police Chief and the Street Superintendent changed, that is when the city started using a more structured process and form to manage the events as well as the equipment requests related to those events.

The idea that police intervention was not needed or nothing bad happened because there was no traffic control doesn't mean you don't need those things. Those things are needed to prevent tragedies and liability for the city.

Bemidji
First City On The Mississippi

Applicant Information

Contact #2 Phone (Required): (____) _____

--

If Other, please explain: _____

Special Event Application



Please select your anticipated event size (Required)

(Select only one option) Damage deposits can be dropped off at the Tourist Information Center

- ☐ Under 99 Participants - \$250 Damage Deposit
- ☐ 100-299 Participants - \$500 Damage Deposit
- ☒ 300+ Participants - \$1000 Damage Deposit

Event Time: 6:00pm for parade and 7:00pm street dance

Set-up Time: 9am for street dance and 4:30 parade

Clean-up Time: 1:00am

Expected Daily Attendance: more than 300

Events Larger than 300 are subject to the Special Event Ordinance (No.158) requirements.

Event Description:

Please check the type of event (all that apply) and write a description of the event.

- ☐ Festival ☐ Bike Ride
- ☐ Walk/Fun Run ☐ Concert/Performance
- ☒ Other ☒ Block Party

If Other, please explain: Parade

Please provide a description of your event, including, if applicable which city streets or parking lots:

Street Dance- 4th to 3rd on Beltrami, Beltrami to Minnesota on 3rd, then Minnesota S to alley

Parade- Irvine to Beltrami on 8th ST, 8th ST to 3rd ST on Beltrami, Beltrami to Irvine on 3rd. Will also need county services admin building parking lot for staging.

Event Features

Amplified Sound (Required):

(Select only one option)

Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

- ☐ No
- ☒ Yes

List type of amplified sound: bands- 2 stages (3rd and Beltrami & 3rd and Minnesota)

Special Event Application



Electricity (Required):

(Select only one option)

Available in most parks upon request. Event organizers must communicate with the Parks Department regarding electricity for events on city streets. The Parks Department can be reached at 218-333-1861.

- ☐ Yes
- ☒ No We will have other sources

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.
- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only. Banners and/or signs shall not be affixed or attached to any tree, shrub, park structure or statue.

Tents or Canopies (Required):

(Select only one option)

- ☐ Yes
- ☒ No

Quantity and Size of Tents. Must be identified on the site map:

Alcohol (Select One) (Required):

(Select only one option)

**Application needs to be submitted with any applicable fee to the City Clerk and requires City Council approval.*

- ☐ Temporary 1-4 day Intoxicating liquor license*
- ☐ Temporary 3.2 Percent Malt Liquor License*
- ☒ Temporary Off-Premises Liquor License (only to holders of intoxicating liquor licenses)*
Name of Establishment Bridg's, Bar 209, Keg N Cork, Fozzies, Hardtimes, Corner Bar
- ☐ Catered Event, Licensee holding caterer's permit.
- ☐ No Alcohol

Site plan and written security plan are required for events with alcohol. The written security plan must include plans for checking IDs, wrist banding and perimeter security. Additionally, event organizers must contract with the Bemidji Police Department for uniformed police officers at your event. Please contact the Police Captain at 218-333-8396 for cost and contract details.

Food Vendors

Special Event Application



Applicants shall specify the location of all proposed food vendors by including them on a site plan.

Applicants are responsible for acquiring and/or verifying State Health Permit for food handling and ensure compliance with local and state regulation included grease/debris collection. The Special Event Permit will allow you control and regulation of any concessionaires /vendors with your defined venue.

Approval for food concessions in parks shall be granted only in connection with organized activities or large group gatherings.

Please indicate the number of food vendors:

3 (all in a line on 3rd st between Beltrami and Minnesota)

Request to Use City Property

Barricades and Cones

Barricades and cones can be requested from the Street Department - pending availability. Please contact the Street Superintendent at 333-1855 to make arrangements for pick-up of equipment.

Number of Cones Requested: 0

Number of Barricades Requested: 40

Picnic Tables, Benches, and Event Bike Racks

The Parks and Recreation Department has additional amenities, available upon request. Please contact the Parks Superintendent at 333-1861. It is the responsibility of the event organizers to pick up and return the requested amenities.

Number of picnic tables requested: 12 light weight

There are 14 larger/heavier picnic tables and 12 of the smaller light weight tables.

Number of Benches Requested: ~~10 with backs~~

~~10 Benches have backs; 12 are backless~~

Bike Racks Requested: 6

Event Logistics

If you are planning to install or use any of these structures, please describe below and identify location on the Site Map. Event Organizer is liable for any damage caused to the site or facility and must obtain prior approval.

Portable Restrooms

Events larger than 200 persons will be required to provide portable restrooms. Events in public spaces must be compliant with American Disabilities Act.

Portable/temporary restrooms may be placed 24 hours prior to the event and must be removed within 24 hours following the event.

Company & Number of portable restrooms:

Bob's Econo Pump- 10 Basic , 2 H/C

Garbage

Event applicants/organizers must arrange for trash and recycling services.

Street, boulevard, and adjacent property must be left clean. The applicant shall properly dispose of debris from the event. If the City Parks or Public Works determines cleanup is inadequate, the cost for cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Certificate of Insurance

For events and series of events occurring on city-owned property, the Applicant/Event Organizer must provide a Certificate of Insurance for commercial general liability, auto liability (if applicable), and liquor liability (if applicable) naming the City of Bemidji as additional insured and Certificate holder for up to \$1,000,000.

The city requires the Certificate of Insurance be provided at least two (2) weeks prior to the event. Insurance coverage must be maintained for the duration of the event including setup and tear-down

Special Event Application



dates. The certificate must indicate the dates and location of the event. The person/organization listed on the certificate must be the Applicant/Event Organizer. Minimum limits are as follows:

\$ 1,000,000 per occurrence • \$ 2,000,000 aggregate general liability • \$ 1,000,000 automobile liability (or non-owned automobile liability) (if applicable) • \$ 1,000,000 liquor liability insurance (if applicable). Additional limits may be required after review.

For information on the Tenant User Liability Insurance Program (TULIP) offered by the League of Minnesota Cities, check out the following link: TULIP

Street Closures

Applicant shall notify affected property owners 14 days prior to the closure, excluding parade events. In commercial areas, applicant shall notify in writing and provide a blank written objection form with the notice to businesses. Businesses electing to object, must do so no later than 7 days prior to the scheduled event. If 51% of affected businesses file such written objection, the City may consider withholding or canceling the event permit. Applicant and City staff will meet to determine which businesses may be affected. Parade applicants shall provide notice 7 days prior to the event by releasing a Public Service Announcement.

a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.

b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure?	Yes
Date(s) of requested street closure:	July 26, 2025
Street Name(s) and/or number to be closed:	See map
Start Time of Street Closure:	Between _____ &/To _____ 5:00pm
End Time of Street Closure:	1:00am
Number of No Parking Signs Requested:	100.00

Event Maps

Please submit a site or route map either via email or as an upload.

Site Map

Please submit a site map clearly indicating the setup of the event. All site maps should indicate the location of the following (if Applicable):

- All amplified sound and direction of the sound
- Food Vendors
- Tents/canopies (Include sizes)
- Stages
- Promotional vehicles
- Inflatables
- Portable toilets
- Refuse containers
- Fencing
- Barricades and other structures.

Route Map

All events that include a run, walk, or other activity in which participants will be following a course will be required to attach a Route MapBanner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Special Event Application



Detour Map

All events requesting a street closure must provide a detailed map showing the requested street closure and detour route(s).

Vehicle Policy

Vehicles will be restricted to designated route in order to ensure public safety and to preserve the turf of the park. Sidewalks, trails, and pedestrian routes are not built to withstand vehicle traffic. Once the set-up is complete vehicles will be required to park in the parking lot. Violation of this policy will result in charge of or loss of deposit

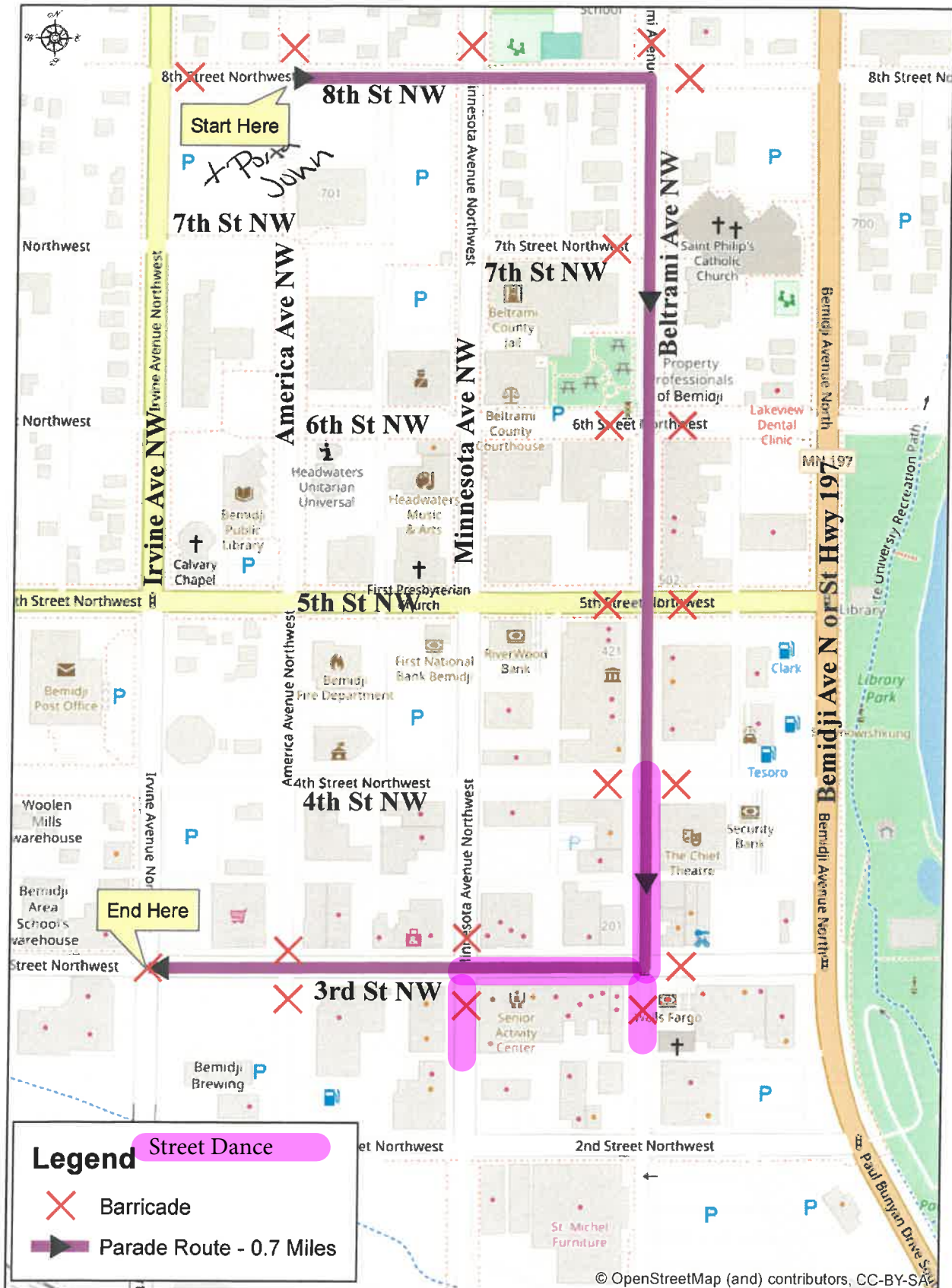
Applicant Signature

I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances including, but not limited to, City Ordinance Chapter 20, Section 20-8 "Special Events, City Ordinance Chapter 14, Section 14-35 "Rules and Regulations governing public parks" and City of Bemidji Parks and Recreation Department Tobacco and Vaping Free Policy. The applicant agrees to indemnify and hold the City of Bemidji harmless from any and all liability to any person resulting from any property damage or personal injury (including death) occurring in connection with the event caused by the application or the sponsoring organization, its officers, employees or any person under its control.

Signature: Brooke Jenkins

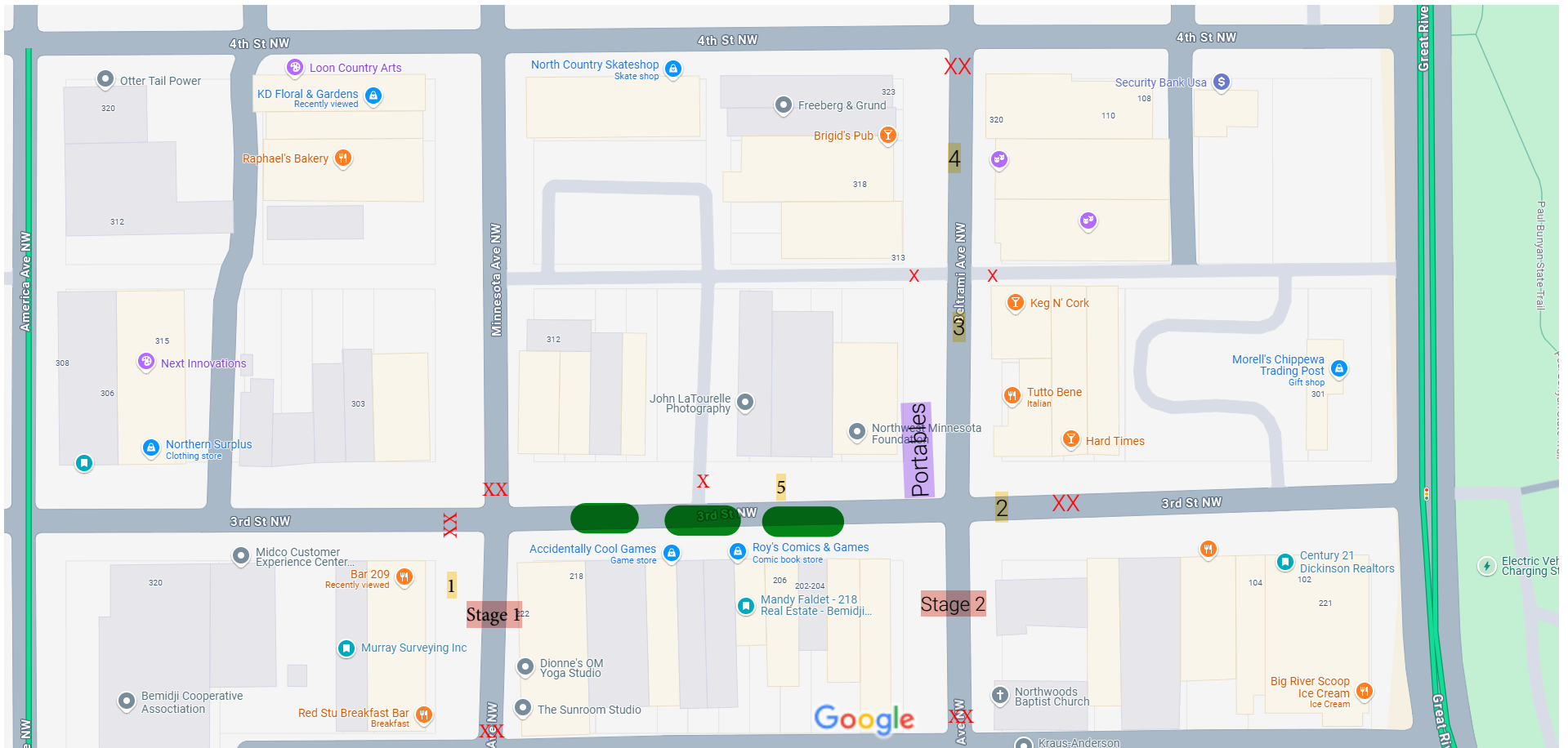
Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601

Parade Route



© OpenStreetMap (and) contributors, CC-BY-SA

A horizontal number line with tick marks at 0, 500, 1,000, and 2,000 Feet.



Map data ©2025 50 ft

XX = Barricades	Stage x2
Food Trucks X3	Porta- Johns
Alcohol Vendors	
1 209	
2 Fozzies	
3Keg	
4 Brigid's (possibly)	
5 Hard Times (possibly)	



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Beltrami Avenue Intersection	
1:1,128	Date: 5/15/2025
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	

RESOLUTION NO.

A RESOLUTION APPROVING TEMPORARY OFF-PREMISES
LIQUOR PERMITS AND STREET CLOSURES
2025 BEMIDJI ALL SCHOOL REUNION

WHEREAS, the Bemidji All School Reunion 2025 Committee, hereinafter the “Event Organizers”, are sponsoring a Street Dance in conjunction with its 2025 Reunion in the City of Bemidji on July 26, 2025; and

WHEREAS, this celebration is of economic and cultural benefit to the Bemidji area; and

WHEREAS, the Event Organizers have requested that Beltrami Avenue NW, south from 4th Street NW to 3rd Street NW; east on 3rd Street NW to 114 3rd Street NW; west on 3rd Street NW from Beltrami Avenue to Minnesota Avenue NW; and south on Minnesota Avenue NW ending at the alley be closed from 7:00 p.m. to 1:00 a.m. for a Street Dance with the areas of intersections lying south of 3rd Street NW on Beltrami Avenue NW and Minnesota Avenue NW be closed beginning at 9:00 a.m. for stage setup; and

WHEREAS, the Event Organizers will provide the City with a Certificate of Liability Insurance naming the City as an “additional insured” for the duration of the special event; and

WHEREAS, the Event Organizers agree to observe all state and local laws relating to the sale of alcoholic beverages; and

WHEREAS, the Event Organizers agree to abide by all city rules and regulations in the use of the designated areas, to clean and restore the areas used to the satisfaction of Street Department staff, and to submit appropriate applications and user and permit fees to the City Clerk; and

NOW, THEREFORE, be it further resolved by the Bemidji City Council authorizes that Beltrami Avenue NW, south from 4th Street NW to 3rd Street NW ending at the alley; east on 3rd Street NW to 114 3rd Street NW; west on 3rd Street NW from Beltrami Avenue to Minnesota Avenue NW; and south on Minnesota Avenue NW ending at the alley be closed from 7:00 p.m. to 1:00 a.m. for setup, take down and holding of a Street Dance with the areas of intersections lying south of 3rd Street NW on Beltrami Avenue NW and Minnesota Avenue NW be closed beginning at 9:00 a.m. for stage setup; and

NOW, THEREFORE, be it further resolved by the Bemidji City Council to authorize the Temporary Off-Premises Liquor Permits to Restaurants within the designated event area and closure of street, alleys and sidewalks as described herein on July 26, 2025 beginning at **7:00 p.m. and ending at midnight for the purpose of an All School Reunion Street Dance.**

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

Yeas:
Nays:
Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

Sec. 20-8. - Special events.

(a) *Definitions.*

Special event means an event held in the city in which one or more of the following occurs:

- (1) A temporary alcoholic beverage license is required or an existing on-sale alcoholic beverage license is authorized by the city council to dispense intoxicating liquor off-premises at the event location as part of a community festival according to City Code section 4-97(b);
- (2) A street, sidewalk or other public way or place is closed for the benefit of the event attendees;
- (3) Use of a city park or public way which exceeds 300 attendees;
- (4) Amplified sound, sound device or apparatus is to be used in connection with a gathering of 100 or more attendees; or
- (5) A cannabis event which is regulated under Minn. Stat., Section 342.40, as may be amended from time to time; or
- (6) The event will adversely impact a considerable number of members of the public or city resources.

Person means an individual, partnership, corporation, or any association of individuals, partnerships or corporations.

Sound device or apparatus means any radio device or apparatus for the amplification of any sounds from any radio, phonograph or other sound-making or sound producing device, or any device or apparatus for the reproduction or amplification of the human voice or other sounds.

Background music means subdued and unobtrusive music played: (a) no louder than the ambient street level noise; and (b) as an accompaniment to, or for the purpose of creating a pleasant atmosphere for, an activity or a public place.

- (b) *Purpose and intent.* The city council finds that in the interest of public health, safety and welfare, citizens have the right to be assured that events occurring within the city are operated in a safe and healthy manner that minimizes the potential adverse impacts to the citizens. At the same time, the city council recognizes the desire of many of the city's citizens, individually and in gatherings, to fully enjoy outdoor related events. Therefore, the city council's objective herein is to preserve, protect and promote the city's citizens' health, safety, welfare and quality of life, through reasonable, regulation, control and planning of special events.
- (c) *Special event permit required.* No person shall conduct, maintain, or operate a special event as defined herein unless such person shall first obtain a special event permit issued under this section. Permit applications will be considered by the city council in the manner hereinafter prescribed, and such person shall comply with the provisions of this section, and the terms and conditions prescribed in such permit.

(d) *Application for permit.* Each applicant for a permit shall file an application on a prescribed form with the city clerk for submission to the city council. Such application must be received by the city clerk according to the following schedule:

- Thirty days prior to the event for events planned for under 300 participants and street closures; or
- Ninety days prior to the event for events planned for over 300 and less than 1,000 participants, or a cannabis event; or
- One hundred twenty days prior to the event for events planned for over 1,000 participants.

The city council may waive the filing deadline upon: 1) the applicant's showing of good cause or reasonable excuse for the late filing; 2) the absence of any prejudice to the public's health, safety and welfare; and, 3) the city council's ability to hold a public hearing concerning the application prior to the scheduled event. The application shall be accompanied by permit of any permit fee established by the city council and must contain the following information:

- (1) The location(s) for which the permit is sought;
- (2) The dates and times of the event for which the permit is sought;
- (3) The name, address and telephone number of the applicant and the contact person named by the applicant to implement the permit and to be on site during the event. The contact person must be responsible for permit's compliance with the laws of this section and any terms or conditions imposed upon the approval of the permit;
- (4) A description of the facilities and arrangements that are in place for the handling of food, medical needs, sanitation, fire services, garbage disposal, and adequate security and police protection for the event including crowd control, traffic control and police protection for adjacent property owners;
- (5) A sketch, site plan, stage plot or other description of the land and premises to be used for the event for which the permit is sought;
- (6) Statement or identification on the site plan of compliance with the American with Disabilities Act for access to facilities and services (including sanitation).
- (7) A description or identification on the site plan for compliance with local and state storm water rules and regulations, including proper disposal of grey water and food vendor byproducts/grease and protection of storm water inlets and basins.
- (8) A description of the entertainment intended to be provided, including the type of entertainment, the location where it is to be staged or provided, the dates and time frames during which entertainment is to be provided, a statement as to the maximum number of persons who will be permitted to be in attendance on any particular day and a description of the means by which attendance will be limited to such number of persons;

- (9) A description of the means and methods proposed by the applicant to prevent noise from the event unreasonably disturbing those persons who live or work in the vicinity of the event. Additionally, a statement from the applicant as to whether the applicant intends to use amplified sound, sound device or apparatus and complies with section (g) below.
 - (10) A statement from the applicant indicating the applicant has obtained a copy of this section, has read and does understand the regulations found within this section, and does intend to comply with the regulations found within this section and any conditions of approval imposed upon the permit that might be granted in response to his application;
 - (11) If a cannabis event, a copy of the Office of Cannabis Management cannabis event license application, as required by Minn. Stat., Section 342.39, Subd. 2, as may be amended from time to time.
 - (12) Such other information that the city manager, city attorney, city clerk, parks and recreation director, police chief, fire chief, public works director, or their designees, may need in order to carry out the purposes of this section, or that may be required pursuant to any special event policy that may be approved.
 - (13) A special event permit application may serve as well as an application for a park permit under section 14-35. However, a park permit applicant must separately satisfy the requirements and condition under section 14-35, including payment of all fees associated with a park permit.
- (e) *Meeting prior to issuance.* Applicant and/or their representative may be required to meet with city staff and other government units within ten days of the city's receipt of special event permit application.
- (f) *Issuance of permit.*
- (1) Terms. The city council must consider each application for a permit in light of the following criteria:
 - a. The day of the week, time of day and duration of the special event;
 - b. The character and nature of land uses underlying and adjacent to the special event;
 - c. The proximity and compatibility of the special event to residential, religious or medical facilities, or the general public;
 - d. The volume, frequency and type of sound to be generated, and the sufficiency of means and methods proposed by the applicant to prevent noise form the event from unreasonably disturbing those persons who live or work in the vicinity of the event; and
 - e. The sufficiency of the arrangement made to provide adequate security, garbage disposal, restrooms, crowd control, traffic control and parking control.
 - (2)

In the case of a cannabis event, if the request meets the requirements of this section and Minn. Stat., Section 342.40, as may be amended from time to time, the city council will approve the application. If the application is denied, the City will inform the applicant of the reasons for the denial and any deficiencies with the application.

- (3) The city council will not issue a permit to any person who has, during the past 12 months, failed to observe the terms and conditions of any previously issued permit or who has had his or her right to apply for and receive a permit suspended or revoked under subsection (f).
- (4) The city council may impose conditions upon its issuance of a permit that are reasonably related to the satisfaction of the provisions or the furtherance of the objectives of this section including the criteria listed in subsection (1) of this section. Those conditions may include a time restriction on the special event permit issued pursuant to this section.
- (5) The city council may require a meeting with key staff which may include other governmental units prior to the special event.
- (6) The applicant/permittee shall keep the special event permit in possession at all times at the location of the special event under the authority of the permit, and shall present the permit upon demand by a law enforcement officer.
- (7) Special event permits involving closure or use of streets, sidewalks or other public ways shall not be issued for uses and activities which shall charge an admission or request a donation, for a person to attend or participate in an event activity conducted within the public ways, unless the event applicant is an organization which is a charitable, religious or nonprofit corporation and such applicant is the sponsor of such use and activity, or the special event involves a use or activity sponsored by the city, or is granted a waiver by the city council to allow such admission or donation.
- (8) For a special event proposed to be conducted on public property, the applicant shall obtain insurance coverage for activities involved with the event. The amount and type of insurance required for using such public property will be determined by the city based upon the nature and risk of the activity(s). Prior to the applicant's use of the public property, the applicant must provide an insurance certificate listing the city as an additional insured.

(g) *Sound limitation and restrictions.*

- (1) The limitations of amplified sound, sound devices or apparatus shall be in compliance with and as defined under chapter 14 of the City Code.
- (2) The city council in issuing a special event permit may waive the maximum allowable sound limits and replace it with a restriction requiring the amplified sound to terminate no later than 10:30 p.m. on the day of each event covered by the permit, or at such other time approved by the city council. If a waiver is granted by the city council, no person shall allow the amplified sound to continue beyond such time approved by the council.

(3) Exceptions. This section shall not apply to the use or operation of any sound device or apparatus:

- a. At a location that is not in, near, or adjacent to any public street, park, place, or near or adjacent to a residential area;
- b. By any place of worship on or within its own premises, in connection with the religious rites or ceremonies of such place of worship;
- c. By the police and fire departments of the city in the performance of their official duties;
- d. By a public or private school on school grounds;
- e. In musical presentations made or sponsored by the city and conducted on or within a city park or trail;
- f. By licensed auctioneers during the course of an auction event;
- g. As background music no later than 10:30 p.m.; or
- h. As specifically allowed under any other provision of this Code.

(h) Additional requirements and restrictions.

(1) For special events involving a street closure, all events must include an emergency plan detailing access for emergency vehicles. Furthermore, event applicants, excluding parade events, shall notify affected property owners as follows:

- a. In residential neighborhoods: 14 days advance notice to the residents that will be impacted by the event is required so they can plan around the inconvenience. This is the responsibility of the event sponsor. If this activity is not done, the event may be canceled.
- b. In commercial areas: if businesses are affected, applicant shall notify in writing the affected business owners at least 14 days prior to the street closure. Furthermore, a blank written objection form must be provided by the applicant with the notice to all businesses. A business electing to object, must complete and submit the objection form to the city no later than seven days prior to the scheduled event. If 51 percent of impacted businesses file such written objection to the event, the city may consider withholding or canceling the event permit. Objection forms are included in the application packet.
- c. To determine which businesses may be affected by an event involving a road closure(s), the applicant and city staff will meet in advance of notification to identify those businesses that should be notified.

(2) Parade event applications shall provide the community as a whole with seven days advance notice of the parade, parade time, parade route, and any road closure and/or parking restrictions(s) associated with the parade event. Notice may be accomplished by "Public Service Announcement" (PSA).

(3)

Road closures are not allowed for locations where there are no other access options for the businesses or residents.

- (4) Applicant is responsible for set up and removal of any barricades or cones. Barricades and cones may be available by written request from the city public works (street) department.
 - (5) Police department is responsible for supplying "No Parking" signs. "No Parking" signs must include the day and time of closure and must be posted 24 hours before street closure. Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs can be mounted on existing parking regulations signage. "No Parking" signs must be removed within 24 hours of the conclusion of the event. During the event, any vehicle found parked in violation of the "no parking" posting may be reported to the Bemidji Police Department (through dispatch) for a decision or action by the police department regarding a towing request.
- (i) Suspension or revocation of permit.
- (1) A special event permit issued by the city council may be suspended or revoked upon a finding that the permittee, during the term of the permit, failed to comply with any provision of this section, any directive or order issued by a law enforcement officer, any condition imposed upon the issuance of the permit, any term or provision stated upon the permit, or any applicable federal or state statute, administrative rule, or city or county ordinance.
 - (2) A person's right to apply for and receive a special event permit may be suspended or revoked upon a finding that the person has failed to comply with any provision of this section, any directive or order issued by a law enforcement officer, any condition imposed upon the issuance of the permit, any term or provision stated upon the permit, or any other applicable federal or state statute, administrative rule, or city or county ordinance.
 - (3) Any suspension or revocation of a permit may occur only after a public hearing has occurred before the city council with notice and an opportunity to be heard provided to the permittee or person who is the subject of the hearing.
 - (4) Notwithstanding subsection (1)—(3) above, a law enforcement officer may order cessation of a special event when the permittee violates any directive or order issued by the law enforcement officer relating to compliance with a condition of the permit.
- (j) Permittee's presence on location. The permittee or their contact person, as required to be named in the application must be physically on location during the time the permit is effective or must have made some other arrangement with and satisfactory to a law enforcement officer.
- (k) *Penalties.* Any person who violates any provision of this section, or who violates any directive or order issued by a law enforcement officer in the implementation of this section, or fails to abide by any condition imposed upon the issuance of the permit, or any term or provision stated upon

the permit shall be guilty of a misdemeanor, and upon conviction, shall be punished by such penalties and fines as are provided by law.

A separate offense shall be deemed committed each day during which a violation occurs or continues.

Upon conviction of a misdemeanor, the costs of prosecution may be added.

In addition to any criminal penalties that may be imposed by a court of law, any violation of this article shall also be cause for imposition of an administrative fine and/or permit suspension.

Upon a finding that a permittee or person has violated any provision of this section, any directive or order issued by a law enforcement officer in the implementation of this section, any condition imposed upon the issuance of the permit, or any term or provision stated upon the permit, the city council may suspend or revoke the permit or the person's ability to obtain a permit pursuant to this section.

- (l) *Severability*. Should any part or provision of this article be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part held to be invalid.

(Ord. No. 158, 3rd. Series, § 1, 3-18-2019; Ord. No. 215, 3rd series, § 1, 12-2-2024)