

# **BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA**

Monday, July 21, 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) May 19, 2025 Council Meeting  
May 27, 2025 Work Session  
May 27, 2025 BEDA Meeting

## **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 \$2,844,814.10
- 3) Claims Submitted by ASM Global for the Sanford Center in the Amount of \$69,197.30
- 4) 2025 Business License Approvals
- 5) Approve Special Event Permit for HRDC
- 6) Approve Special Event Permit for Bemidji Dragon Boat 5k
- 7) Resolution Approving Donation from Bike Bemidji - Loop the Lake (\$250.00)
- 8) Resolution Rejecting all Bids Received for City Project 25-03
- 9) Approve OTP Site Host Agreement (EV Charger at South Shore)
- 10) Approve Professional Services Agreement Amendment for Barr Engineering - City Project 25-05

## **CITIZENS WITH BUSINESS BEFORE THIS COUNCIL-NOT ON AN 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.

## **REPORT**

- 11) State Representative District 2A Bidal Duran

## **NEW BUSINESS**

- 12) Consider Professional Services Agreement for North Lake Bemidji Water & Sanitary Sewer Extension Project - City Project 25-07
- 13) Storm Response Update
- 14) Consider Resolution Extending Local Emergency Declaration

## **COUNCIL COMMITTEE REPORTS**

### **CLOSED MEETING**

Consider Potential Closed Session Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) to discuss pending litigation concerning the consolidated boundary adjustment proceedings involving Northern Township and the City of Bemidji, Minnesota Office of Administration File Numbers OAH 71-0330-40846 and OAH 71-0330-40869.

### **REOPEN MEETING**

Reopen meeting if closed and consider possible action therefrom, if necessary.

### **UPCOMING MEETINGS**

- 15) July 28 - Work Session (HRA/Storm Relief Update/Sustainability)
  - August 4 - Council Meeting
  - August 11 - Planning Board
  - August 18 - Council Meeting

### **ADJOURN**

**CITY COUNCIL PROCEEDINGS**  
**BEMIDJI, MINNESOTA**  
**Regular Meeting – May 19, 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, May 19, 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, Peterson, Dickinson, Rivera, Eaton, Thayer. Absent: Fiskevold Gould

Staff Present: City Manager Rich Spiczka, Finance Director Donna Coe, City Engineer Sam Anderson, Police Chief Mike Mastin, City Clerk Michelle Miller

**AMENDMENTS TO AGENDA**

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

**MINUTES**

The following minutes were presented for approval:

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

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

**CONSENT AGENDA**

Mayor Prince called for any amendments to be made to Consent Agenda. Rivera requested that the claims submitted by Finance Director be pulled for discussion. 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 ASM Global for the Sanford Center in the Amount of \$66,916.66
2. 2025 Business License Approvals
3. Approve Special Event Permit for Ride for the Troops (June 1)
4. Approve Special Event Permit for Downtown Dash 5k (July 5)
5. Approve Special Event Permit for Watermark Art Festival (July 19-20)
6. Approve Claim Release Agreement for WWTP Final Clarifier Project
7. Approve Change Order No. 4 - Wastewater Treatment Facility - Final Clarifier Project - City Project 23-03
8. Approve MOU with Beltrami County Regarding Fern Street Recycling Site
9. **RESOLUTION NO. 6619:** Approving Petition to Transfer Beltrami County Judicial Ditch #2 to City of Bemidji

**Motion carried by unanimous voice vote.**

**CITIZENS WITH BUSINESS NOT ON AGENDA**

- Emily Thabes, Executive Director of the Beltrami County Historical Society, thanked the City Council for their attention to the HVAC system in the city-owned History Center building; and

invited the council and community to two upcoming events: (1) Menstruation Health Week, a free, community-wide series focusing on period equity, and (2) 10th Anniversary of the Shaynowishkung Statue, a public event beginning with a statue ceremony in Library Park, followed by a walk, and concluding with a program at the History Center.

- Charles Biberg, representing the Sustainability Commission, requests the appointment of a green steps coordinator and a liaison to the Sustainability Commission to help progress in the Green Steps Cities program.

## **ORDINANCES**

**ORDINANCE NO. 221, 3<sup>RD</sup> SERIES**, 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 final reading and passed by the following roll call vote: Yeas: Peterson, Thayer, Prince, Rivera, Eaton, Dickinson. Absent: Fiskevold Gould.

**Motion by Peterson, seconded by Eaton, approving publication of a summary of Ordinance No. 221, 3<sup>rd</sup> Series. Motion carried by unanimous voice vote.**

## **NEW BUSINESS**

### Middle School Drive & Hannah Avenue NW Reconstruction Project - Consider Award of Bid - City Project 23-05

Anderson reported that 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:

|                        |                         |
|------------------------|-------------------------|
| Middle School Drive NW | 23rd Street NW – TH 197 |
| Hannah Avenue NW       | 23rd Street NW – TH 197 |

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

| <u>Bidder</u>               | <u>Base Bid</u>       |
|-----------------------------|-----------------------|
| Reierson Construction, Inc. | \$4,351,818.40        |
| Knife River Materials       | \$4,649,610.05        |
| Casper Construction         | \$5,247,000.00        |
| JR Ferche, Inc.             | <u>\$5,842,918.35</u> |
| City Engineer’s Estimate:   | \$4,565,313.15        |

The Reierson 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:

|                                          |                |
|------------------------------------------|----------------|
| Reierson Construction Contract           | \$4,351,818.40 |
| Design Engineering – Kimley Horn         | \$ 699,179.00  |
| ROW Acquisition                          | \$ 429,493.28  |
| Construction Inspection, Testing, Admin. | \$ 250,000.00  |
| Total Project Cost:                      | \$5,730,490.68 |

Funding sources are proposed to come from the following sources:

|                                |                |
|--------------------------------|----------------|
| RAISE Grant                    | \$3,600,000.00 |
| IIJA Discretionary Match Funds | \$ 646,318.32  |
| State Aid Construction Account | \$1,378,672.36 |
| Sanitary Sewer Utility Fund    | \$ 105,500.00  |
| 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.

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.

**Motion by Thayer, seconded by Peterson awarding the bid to Reierson 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 municipal application for streetlights with Ottertail Power Company. Motion carried by unanimous voice vote.**

Consider Special Event for All School Reunion

Spiczka stated that 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.

The council discussed recommendations from staff:

- Traffic Control Signs - Staff recommended signs on Highway 197 to alert drivers about street closures. Estimated cost: \$800 per sign; organizers viewed this as an unexpected and significant expense.
- Police Officer Presence - Staff recommended contracting two police officers from 9:00 p.m. to 1:00 a.m. Estimated cost: \$100 per officer per hour (\$1,400 total). Chief of Police emphasized the importance of dedicated officers for public safety. Organizers agreed to contract two police officers.

**RESOLUTION NO. 6620: Approving Special Event Permit removing TH197 Street Signage and requiring two police officers from 9:00 p.m. to 1:00 a.m., and approving Temporary Off-**

**Premises Liquor Permits and Street Closures was offered by Councilmember Peterson, who moved its adoption, and upon due second by Councilmember Dickinson passed by the following roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Eaton, Peterson. Absent: Fiskevold Gould**

Summary of Conclusions of Evaluation of Performance of City Manager

Prince reported that on May 12, 2025, the City Council held a closed meeting to evaluate the performance of City Manager Rich Spiczka. In accordance with governing law, at this Council meeting, which is the next possible open Council meeting following the previously mentioned closed meeting, the City Council is required to summarize the conclusions of the evaluation reached by the Council at the May 12, 2025 closed meeting. City Manager Spiczka did not request that such meeting be open to the public. As a result, the evaluation of City Manager Spiczka's performance took place in a closed meeting as provided under the Minnesota Open Meeting Law. Below is a summary of the conclusions reached by the Council from the May 12, 2025 evaluation:

- The City Council chose to conduct a nonannual performance evaluation of City Manager Richard Spiczka.
- City Manager Spiczka is doing an effective job and is a good fit for the city. He is doing well with communities he is supposed to, his temperament and composure facilitate strong leadership, he is improving the culture and stabilization and proficiently handles overall management of the city.
- He can improve on and be better and more timely and consistent on communications and responses, follow-through on City Council priorities, and updates to the City Council.
- Goals include being dedicated to service to the community, finding efficiencies in services and the budget, and connectivity within all areas of the city and community
- The Mayor & City Council are grateful to have Rich in this position and thank Rich for his hard work on behalf of the city
- A salary increase and increase to severance pay is warranted based on City Manager Spiczka's performance evaluation

Actions with City Manager Related to Evaluation Performance

**Motion by Eaton, seconded by Peterson, that, as a result of City Manager Richard Spiczka's nonannual performance evaluation of May 12, 2025; the salary for the City Manager will be increased to:**

- Step F on the 2025 Wage Scale, effective June 2, 2025
- Step G on the 2025 Wage Scale, effective July 1, 2025
- Step H on the 2026 Wage Scale, effective July 1, 2026

**Motion carried by the following roll call vote: Yeas: Eaton, Prince, Peterson, Thayer, Dickinson. Nays: Rivera. Absent: Fiskevold Gould.**

**Motion by Eaton, seconded by Dickinson, that Mayor Prince, Councilmember Eaton, and Councilmember Rivera work with Flaherty and Hood, P.A. to negotiate an amendment to City Manager Richard Spiczka's Employment Agreement increasing the Termination Benefits under the agreement to six months. Motion carried by the following roll call vote: Yeas: Dickinson, Prince, Eaton, Peterson. Nays: Thayer, Rivera. Absent: Fiskevold Gould.**

Claims Submitted by Finance Officer in the Amount of \$1,367,162.16

Rivera requested that more detailed billing information be provided on the billing statements from Flaherty and Hood in order to see detailed time spent on different subjects, to see clearer allocation of hours to specific projects and easier tracking of costs across different departments.

**Motion by Peterson, seconded by Thayer, approving the claims submitted by the finance office in the amount of \$1,367,162.16. Motion carried by unanimous voice vote.**

### **COUNCIL COMMITTEE UPDATES**

- Councilmember Eaton:
  - The Animal Ordinance Committee met on May 5, providing council with written notes and stating the next meeting is scheduled for June 4 at 1 PM
  - Public Library received a \$300,000 donation
  - Upcoming Bemidji Regional Airport meeting
  - KRLS board meeting
- Councilmember Rivera commented on the annual report from the Public Arts Commission.
- Councilmember Thayer:
  - Sustainability Commission: Discussed Green Steps program and city coordinator
  - Headwaters Regional Development Commission: Reviewed FY 26 budget
  - Minnesota Long Range Planning Group: Interactive session on regional planning
  - Headwaters Regional Finance Corporation
- Councilmember Peterson:
  - Fire Department Relief Association: Unable to meet due to firefighters fighting wildfires
  - Participated in placing flags in area cemeteries recognizing firefighters
- Councilmember Dickinson
  - No Report.
- Mayor Prince:
  - League of Minnesota Cities board meeting – evaluation of the executive director
  - Greater Minnesota Housing Fund quarterly meeting
  - National League of Cities risk annual convention as an Insurance Trust Trustee

### **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.
- 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 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 Thayer, seconded by Peterson to close the meeting 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. Motion carried by unanimous voice vote. Meeting closed at 8:06 p.m.**

Those in attendance: Rich Spiczka, Sam Anderson, Robert Kringler and Michelle Miller.

#### **REOPEN MEETING**

Having completed their business in closed meeting, Prince reopened the City Council meeting at 9:19 p.m.

Consider Resolution Petitioning the Minnesota Office of Administrative Hearings for Annexation of Certain Portions of Northern Township to City of Bemidji Under Minnesota Statutes, Section 414.031  
**RESOLUTION NO. 6621: Petitioning the Minnesota Office of Administrative Hearings for Annexation of Certain Portions of Northern Township to City of Bemidji Under Minnesota Statutes, Section 414.031 and direct city staff and legal counsel to file the same and serve it on all parties entitled to notice only upon receipt of the incorporation petition from Northern Township was offered by Councilmember Thayer, who moved its adoption, and upon due second by Councilmember Dickinson, passed by the following unanimous roll call vote: Yeas: Rivera, Peterson, Dickinson, Thayer, Prince, Eaton. Absent: Fiskevold Gould.**

Committee Liaisons for Discussions with Northern Township

**Motion by Peterson, seconded by Dickinson to appoint Councilmembers Rivera, Thayer and Mayor Prince with Councilmember Dickinson as an alternate to serve as liaisons with any further discussions with Northern Township, should they reach out and wish to do so. Motion carried by the following roll call vote: Yeas: Thayer, Dickinson, Eaton, Rivera, Peterson, Prince. Absent: Fiskevold Gould.**

#### **UPCOMING MEETINGS**

- Monday, May 26 – HOLIDAY
- Monday, June 2 – Council Meeting
- Monday, June 9 – Planning Board Meeting
- Monday, June 16 – 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 9:23 p.m.

Respectfully submitted,



Michelle R. Miller  
City Clerk

**CITY COUNCIL PROCEEDINGS**  
**BEMIDJI, MINNESOTA**  
**Work Session – May 27, 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, May 27, 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, Peterson, Dickinson, Rivera, Eaton. Absent: Fiskevold Gould, Thayer

Present: City Manager Rich Spiczka, City Clerk Michelle Miller, HRDC Community Development Specialist Sandy Hennum

HRDC Greater Minnesota Housing Infrastructure Grant

This work session was held to review a time-sensitive grant opportunity presented by Sandy Hennum from the HRDC. The Greater Minnesota Housing Infrastructure Grant offers up to \$500,000 for infrastructure projects, with a new 50% set-aside for Greater Minnesota. The proposal is to use these funds, matched by the city, to build a road and necessary infrastructure on the 40-acre Conifer Campus. This infrastructure is the critical first step for a larger master-planned development aimed at creating 500-950 units of mixed-income affordable housing (workforce, supportive, and single-family). The primary funding mechanism for the city's \$500,000 match would be Tax Increment Financing (TIF), with other enterprise funds as potential sources. The council expressed general support for the project's potential to address the city's housing needs and agreed to move the item forward for a formal vote at the next meeting, pending a more detailed financial analysis from staff.

**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 6:09 p.m.

Respectfully submitted,



Michelle R. Miller  
City Clerk

# BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY MINUTES

Monday, May 27, 2024

## DRAFT

Pursuant to due call and notice, a special meeting of the Bemidji Economic Development Authority (BEDA) of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, May 27, 2024, at 6:10 p.m. in the Chambers of City Hall, Chair Prince presiding.

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

Present: Rich Spiczka, Michelle Miller

### OTP Site Host Agreement

Spiczka stated that Ottertail Power is proposing to install an EV charging station at the Sanford Center at no cost to the city, having met on-site with key staff to select a location. The selected site was chosen for utility access and cost-effectiveness. The contract is relatively favorable and poses little risk to the city, requiring the city to keep the station accessible but not obligating it to pay for installation or electricity. Concerns were raised about the charging station's location, especially during major events like the Water Carnival and hockey games.

**Motion by Rivera, seconded by Eaton approving the agreement between Otter Tail Power Company for the installation and maintenance of charging station facilities. Motion carried by the following roll call vote: Yeas: Peterson, Prince, Rivera, Eaton, Dickinson. Absent: Thayer, Fiskevold Goud.**

### BEDA Authority

Spiczka requested board direction on whether the Authority should be more proactive or remain reactive in its activities, noting that it has historically been reactive.

- Councilmember Rivera advocated for a proactive approach, citing the potential loss of 43% of federal housing vouchers in Bemidji (115 people, approximately \$300,000) and the need for local solutions, including acquiring properties for redevelopment and utilizing the authorized levy capacity (which could have added \$345,000 last year).
- Discussion included the Authority's historical relationship with the HRA, the upcoming retirement of HRA Director Debbie Wold, and the need for clarity on roles and responsibilities, especially given the HRA's current portfolio of scattered site houses.
- The possibility of restructuring the board to include non-council members and/or additional staff (e.g., a community development director) was raised, along with the need for council education on HRA operations.
- Funding mechanisms, including the use of levy authority and the underutilized Revolving Loan Fund, were discussed as potential sources for proactive initiatives.
- Councilmember Peterson expressed indifference, leaning towards the current reactive approach due to staff time constraints, but acknowledged the points for proactivity.
- One councilmember expressed a preference for the private sector handling public housing but was open to using funds to help private property owners.
- Members noted the complexity of the HRA and the need for council education on its operations. Suggestions included considering citizen involvement in BEDA, hiring additional staff such as a community development director, and reassessing board structure for more proactive engagement.

Consensus was to maintain the current (reactive) approach until further clarity is achieved, especially regarding the HRA leadership transition. Agreement was made to revisit the topic in future work sessions, potentially as a series of conversations, and to explore potential changes to bylaws/ordinances as needed, noting that the ordinance currently states the board consists of council members.

### Closed Meeting

President Prince stated that the purpose of the BEDA meeting was to develop or consider offers or counteroffers for the purchase or sale of real or personal property in the Plat of South Shore, Lot 1, Block 3, Parcel No. 80.05983.00.

**Motion by Eaton, seconded by Peterson, to close the meeting in accordance with Minnesota Statutes Section 13D.05, Subd. 3(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property in the Plat of South Shore, Lot 1, Block 3, Parcel No. 80.05983.00. Motion carried by unanimous roll call vote. Meeting closed at 6:41 p.m.**

Commission members received an offer for the purchase of land in the Plat of South Shore, Parcel No. 80.05983.00 in closed session. Staff was given direction related to an offer or counteroffer.

Prince reopened the meeting at 6:57 p.m.

**ADJOURN**

There being no further business, motion by Peterson, seconded by Eaton to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 6:58 p.m.

Respectfully submitted,



Michelle R. Miller  
City Clerk

## Bill List Summary

July 21st, 2025

| <u>Check /Wire</u> | <u>Vendor</u>        | <u>Amount</u>       |
|--------------------|----------------------|---------------------|
| 42902              | Flaherty & Hood P.A. | \$55,469.75         |
| 42903 - 43036      | See Attached List    | <u>2,789,344.35</u> |
|                    |                      | \$2,844,814.10      |
|                    | TOTAL                | \$ 2,844,814.10     |

# Accounts Payable

## Blanket Voucher Approval Document

User: denisea  
Printed: 07/16/2025 - 12:48PM  
Warrant Request Date: 7/22/2025  
DAC Fund:

Batch: 00422.07.2025

### COUNCIL BILL LIST



| Line | Claimant                                         | Voucher No. | Amount     |
|------|--------------------------------------------------|-------------|------------|
| 1    | Acme Tools-Bemidji                               | 000042903   | 30.39      |
| 2    | Advanced Eng.& Environ.Serv., Inc.               | 000042904   | 2,571.75   |
| 3    | Artisan Beer Company                             | 000042905   | 842.15     |
| 4    | Arvig                                            | 000042906   | 197.50     |
| 5    | Ascentek, Inc.                                   | 000042907   | 173.12     |
| 6    | Auto Value Bemidji                               | 000042908   | 28.35      |
| 7    | Bagley Fire Department                           | 000042909   | 7,750.00   |
| 8    | Baker Tilly US, LLP                              | 000042910   | 13,500.00  |
| 9    | Barr Engineering Company                         | 000042911   | 872.50     |
| 10   | Battery Wholesale Inc-Bemidji                    | 000042912   | 39.38      |
| 11   | Bellboy Corporation                              | 000000000   | 3,897.79   |
| 12   | Beltrami County Auditor/Treasurer                | 000042913   | 8,671.46   |
| 13   | Beltrami County Dare Advisory                    | 000000000   | 81.42      |
| 14   | Beltrami County Highway Dept.                    | 000042914   | 1,224.89   |
| 15   | Beltrami County Solid Waste                      | 000042915   | 21.35      |
| 16   | Beltrami Electric Coop                           | 000042916   | 1,141.64   |
| 17   | Bemidji Coca-Cola Bottling Co, Inc               | 000042917   | 781.60     |
| 18   | Bemidji Coop Ass'n, Inc.                         | 000042918   | 13,544.21  |
| 19   | Bemidji Jaycees                                  | 000042919   | 120.00     |
| 20   | Bemidji Paper Sales, Inc.                        | 000042920   | 2,127.38   |
| 21   | Bemidji Roofing Inc                              | 000042921   | 1,245.00   |
| 22   | Bemidji Welders Supply, Inc.                     | 000042922   | 210.50     |
| 23   | Bernick's                                        | 000000000   | 57,050.91  |
| 24   | Bessler Electric                                 | 000042923   | 1,565.00   |
| 25   | Bewley,Heather                                   | 000042924   | 25.00      |
| 26   | Blackduck Police Dept.                           | 000042925   | 1,314.13   |
| 27   | Bluefin Payment Systems                          | 000000000   | 3,697.01   |
| 28   | Bob's Econo Pump                                 | 000042926   | 115.00     |
| 29   | Botzek,Luke                                      | 000000000   | 20.00      |
| 30   | Bound Tree Medical, LLC                          | 000042927   | 382.77     |
| 31   | Boyer Mechanical Services                        | 000000000   | 694.14     |
| 32   | Brainerd Fire Department                         | 000042928   | 7,440.00   |
| 33   | Breakthru Beverage Minnesota Beer, LLC           | 000042929   | 175.00     |
| 34   | Breakthru Beverage Minnesota Wine & Spirits, LLC | 000042930   | 9,646.66   |
| 35   | Burnn Boiler & Mechanical, Inc                   | 000042931   | 259.65     |
| 36   | Capital One Bank                                 | 000000000   | 156,738.06 |
| 37   | Carlson,Jamin                                    | 000000000   | 220.00     |
| 38   | Carrigan,Pippa                                   | 000042932   | 100.00     |
| 39   | City of Bemidji - ACH                            | 000000000   | 11,605.35  |
| 40   | City of Crosslake                                | 000042933   | 11,650.00  |
| 41   | CivicPlus                                        | 000042934   | 4,323.75   |
| 42   | Climate Control, Inc.                            | 000042935   | 150.00     |
| 43   | Coe,Donna                                        | 000000000   | 150.00     |
| 44   | ComplianceGo, LLC                                | 000042936   | 600.00     |

Page Total: \$326,994.81

| Line | Claimant                                | Voucher No. | Amount     |
|------|-----------------------------------------|-------------|------------|
| 45   | Core & Main                             | 000042937   | 5,343.67   |
| 46   | CSG Forte Payments, Inc.                | 000000000   | 932.13     |
| 47   | Culligan                                | 000042938   | 380.40     |
| 48   | Dahlheimer Beverage Brainerd            | 000000000   | 6,258.70   |
| 49   | Daniels,Nicole                          | 000042939   | 350.00     |
| 50   | Darrell's Auto Glass                    | 000042940   | 595.00     |
| 51   | Department of Employment/Econ.Dev.      | 000000000   | 1,611.68   |
| 52   | Diamond Mowers LLC                      | 000042941   | 239.53     |
| 53   | Dick's Plumbing & Heating, Inc          | 000042942   | 155.00     |
| 54   | Docu Shred                              | 000042943   | 60.31      |
| 55   | D-S Beverages                           | 000042944   | 74,435.02  |
| 56   | Eagle Engraving, Inc                    | 000042945   | 145.95     |
| 57   | EAPC Architects Engineers               | 000042946   | 2,240.00   |
| 58   | Emergency Automotive Technologies, Inc. | 000000000   | 76.34      |
| 59   | Erle,Chris                              | 000042947   | 135.00     |
| 60   | Fastenal Company                        | 000042948   | 157.13     |
| 61   | Fiskevold Gould,Gwenia                  | 000000000   | 306.20     |
| 62   | Forum Communications Company            | 000000000   | 935.00     |
| 63   | Freeberg & Grund, Inc.                  | 000042949   | 21,902.25  |
| 64   | Frink,Jesse                             | 000000000   | 251.05     |
| 65   | Gaslin Garage Door                      | 000042950   | 90.00      |
| 66   | Gonvick Fire Department                 | 000042951   | 8,060.00   |
| 67   | Gopher State One-Call                   | 000000000   | 833.60     |
| 68   | Grainger                                | 000042952   | 157.40     |
| 69   | Grand Rapids Fire Department            | 000042953   | 8,370.00   |
| 70   | Granite City Armored Car, Inc.          | 000042954   | 799.50     |
| 71   | Great River Rescue                      | 000042955   | 600.00     |
| 72   | Greystone Construction                  | 000042956   | 4,200.00   |
| 73   | Guardian Pest Control, Inc              | 000042957   | 116.04     |
| 74   | Hamrin,John                             | 000042958   | 500.00     |
| 75   | Hartje,Steven                           | 000042959   | 500.00     |
| 76   | Hawkins, Inc.                           | 000042960   | 21,160.63  |
| 77   | HBI Radio Bemidji                       | 000042961   | 210.00     |
| 78   | Home City Ice Co.                       | 000042962   | 1,257.66   |
| 79   | Ink Spot Press                          | 000042963   | 450.20     |
| 80   | International Assn Arson Investig.      | 000042964   | 193.00     |
| 81   | International Falls Fire Department     | 000042965   | 8,680.00   |
| 82   | Ironhide Equipment, Inc.                | 000000000   | 15.30      |
| 83   | Iverson Corner Drug, Inc.               | 000042966   | 16.60      |
| 84   | J & L Oil                               | 000042967   | 632.73     |
| 85   | Jim Hirt Trucking, Inc                  | 000042968   | 1,449.79   |
| 86   | Johnson Bros., Inc.                     | 000042969   | 28,564.38  |
| 87   | Kenny's                                 | 000042970   | 282.00     |
| 88   | Kimley-Horn & Associates, Inc.          | 000000000   | 64.07      |
| 89   | Klockow Brewing Company                 | 000042971   | 1,018.50   |
| 90   | L & M Supply, Inc.                      | 000042972   | 372.81     |
| 91   | Lake of the Woods County                | 000000000   | 3,538.05   |
| 92   | Lands' End Business                     | 000042973   | 1,775.81   |
| 93   | Lawson Products, Inc.                   | 000042974   | 196.27     |
| 94   | League of MN Insurance Trust            | 000042975   | 560,981.00 |
| 95   | Marco Technologies LLC                  | 000042976   | 193.68     |
| 96   | Marco, Inc.                             | 000000000   | 361.96     |
| 97   | Maverick Beverage Company               | 000042977   | 1,356.84   |
| 98   | McKinnon Co., Inc.                      | 000042978   | 39,321.50  |
| 99   | McMaster-Carr Supply Co.                | 000000000   | 150.10     |
| 100  | Menards-Bemidji                         | 000042979   | 89.92      |
| 101  | Miller,Corbin                           | 000000000   | 176.24     |

Page Total: \$813,245.94

| Line | Claimant                              | Voucher No. | Amount     |
|------|---------------------------------------|-------------|------------|
| 102  | MN Fire Service Certif. Board (MSFCB) | 000042980   | 2,172.00   |
| 103  | MN Native Landscapes                  | 000042981   | 2,350.00   |
| 104  | MN Pollution Control Agency           | 000042983   | 5,900.00   |
| 105  | MN Pollution Control Agency           | 000042982   | 192.75     |
| 106  | MN Treasury Division., Finance        | 000042984   | 654.70     |
| 107  | Mobile Health Service, LLC            | 000042985   | 135.00     |
| 108  | Moore Engineering, Inc.               | 000042986   | 75,014.15  |
| 109  | NAPA Auto Parts/Premier               | 000042987   | 1,213.91   |
| 110  | Naylor Heating & Refrigeration, LLC   | 000000000   | 279.12     |
| 111  | NCL of Wisconsin, Inc                 | 000000000   | 381.60     |
| 112  | Nei Bottling, Inc.                    | 000042988   | 348.00     |
| 113  | New Life Management. LLC              | 000042989   | 550.00     |
| 114  | Nova Fire Protection                  | 000042990   | 600.00     |
| 115  | Otter Tail Power Company              | 000042991   | 39.43      |
| 116  | Paustis & Sons                        | 000042992   | 941.00     |
| 117  | Pequot Lakes Fire District            | 000042993   | 9,300.00   |
| 118  | Phillips Wine & Spirits               | 000042994   | 20,801.01  |
| 119  | Port-Able John Rental & Service       | 000000000   | 3,572.94   |
| 120  | Postmaster                            | 000042995   | 2,219.06   |
| 121  | PowerPlan OIB                         | 000042996   | 30.30      |
| 122  | Premium Plots LLC                     | 000042997   | 14,625.00  |
| 123  | Prince,Jorge                          | 000000000   | 243.20     |
| 124  | Quadient Leasing                      | 000042998   | 177.51     |
| 125  | Reierson Construction, Inc.           | 000000000   | 289,797.27 |
| 126  | Rice Lake Construction Group          | 000042999   | 799,760.24 |
| 127  | Richards Publishing Company           | 000043000   | 120.00     |
| 128  | RMB Environmental Laboratories, Inc.  | 000043001   | 1,517.37   |
| 129  | Roger's Two Way Radio, Inc.           | 000043002   | 4,503.31   |
| 130  | Safety Kleen Systems, Inc.            | 000043003   | 207.47     |
| 131  | Sanderson,Jason                       | 000000000   | 150.00     |
| 132  | Sawyer Enterprise LLC                 | 000043004   | 50,325.00  |
| 133  | Scotts Radiator Repair                | 000043005   | 34.00      |
| 134  | Shawn Fletcher Trucking Inc           | 000043006   | 157,090.00 |
| 135  | Short Elliott Hendrickson, Inc.       | 000043007   | 24,788.85  |
| 136  | Skeeter Stitch                        | 000043008   | 381.95     |
| 137  | Skipton,Jessica                       | 000000000   | 1,043.00   |
| 138  | Skumavc,Kori                          | 000000000   | 51.70      |
| 139  | Sokoloski Specialized Transport, LLC  | 000043009   | 42,250.00  |
| 140  | Southern Glazer's of MN               | 000043010   | 11,407.82  |
| 141  | Southside Tow & Rec, Inc              | 000043011   | 444.10     |
| 142  | SPAN Enterprises LLC                  | 000043012   | 2,831.60   |
| 143  | Sparky's Construction, Inc.           | 000043013   | 41,862.50  |
| 144  | Springbrook Software LLC              | 000000000   | 1,701.00   |
| 145  | Staples Advantage                     | 000043014   | 468.21     |
| 146  | Staples Fire Department               | 000043015   | 8,370.00   |
| 147  | Stittsworth,Diana                     | 000000000   | 84.63      |
| 148  | Storlie Construction                  | 000043016   | 1,795.00   |
| 149  | Streicher's                           | 000043017   | 1,708.61   |
| 150  | Sullivan,Jeff                         | 000043018   | 275.00     |
| 151  | Superior Outdoors LLC                 | 000043019   | 498.00     |
| 152  | T & K Outdoors, Inc.                  | 000043020   | 1,337.96   |
| 153  | TC Lighting Supplies & Recycling, Inc | 000043021   | 434.60     |
| 154  | The Wine Company                      | 000043022   | 702.25     |
| 155  | Thompson,Dean                         | 000043023   | 500.00     |
| 156  | Thomson Reuters-West                  | 000043024   | 979.48     |
| 157  | Town Law Center PLLP                  | 000043025   | 688.00     |
| 158  | TRAFx Reasearch Ltd                   | 000043026   | 630.00     |

Page Total: \$1,590,479.60

| Line         | Claimant                      | Voucher No. | Amount         |
|--------------|-------------------------------|-------------|----------------|
| 159          | UPS Store                     | 000043027   | 32.72          |
| 160          | US Bank Merchant Billing      | 000000000   | 745.36         |
| 161          | USI Consulting Group          | 000043028   | 2,550.00       |
| 162          | Verified First                | 000043029   | 231.54         |
| 163          | Vestis                        | 000043030   | 1,526.98       |
| 164          | Vinocopia, Inc.               | 000000000   | 5,210.00       |
| 165          | Warren Fire Department        | 000043031   | 8,990.00       |
| 166          | Wells Fargo.Business Track    | 000000000   | 1,405.38       |
| 167          | Wells Fargo-ACH               | 000000000   | 23,228.19      |
| 168          | Wes Plumbing & Heating        | 000043032   | 1,809.00       |
| 169          | WEX Health, Inc               | 000000000   | 535.25         |
| 170          | Wine Merchants                | 000043033   | 1,941.93       |
| 171          | Winter,Brian                  | 000043034   | 1,990.00       |
| 172          | Wood Chucks Tree Service      | 000043035   | 6,600.00       |
| 173          | WW Thompson Concrete Products | 000043036   | 1,079.10       |
| 174          | Ziegler, Inc.                 | 000000000   | 748.55         |
| Page Total:  |                               |             | \$58,624.00    |
| Grand Total: |                               |             | \$2,789,344.35 |

**Sanford Center  
Cash Requirements  
As of Jul 22, 2025**

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

| <b>Vendor</b>                              | <b>Description</b>                                                 | <b>Date</b>    | <b>Amount Due</b> |
|--------------------------------------------|--------------------------------------------------------------------|----------------|-------------------|
| Ace on the Lake                            | General Building Supplies                                          | 7/2/25         | 86.79             |
| Ace on the Lake                            | General Building & Car Show Supplies                               | 7/11/25        | 50.96             |
| <b>Ace on the Lake</b>                     | <b>Ace on the Lake</b>                                             |                | <b>137.75</b>     |
| <b>Adam Rohloff-DBA Argyle Gargoyle</b>    | <b>MCR: Car Show Band Performance</b>                              | <b>7/12/25</b> | <b>400.00</b>     |
| <b>Arrow Printing Inc</b>                  | <b>Car Show Banners</b>                                            | <b>7/9/25</b>  | <b>405.79</b>     |
| ASM Global                                 | July IT Fees                                                       | 7/2/25         | 1,162.50          |
| ASM Global                                 | July Management Fee                                                | 7/2/25         | 10,609.00         |
| ASM Global                                 | 2024 Match Contribution for Employee 401k                          | 7/9/25         | 24,093.22         |
| <b>ASM Global</b>                          | <b>ASM Global</b>                                                  |                | <b>35,864.72</b>  |
| <b>Battery Wholesale Inc</b>               | <b>General Building Supplies</b>                                   | <b>7/11/25</b> | <b>282.06</b>     |
| Bemidji Coca-Cola Company                  | CM: Inventory - Beverage                                           | 7/9/25         | -66.00            |
| Bemidji Coca-Cola Company                  | Inventory - Beverage                                               | 7/9/25         | 585.20            |
| Bemidji Coca-Cola Company                  | Inventory - Beverage                                               | 7/11/25        | 160.20            |
| <b>Bemidji Coca-Cola Company</b>           | <b>Bemidji Coca-Cola Company</b>                                   |                | <b>679.40</b>     |
| <b>Caleb Erickson-DBA Catching Clarity</b> | <b>MCR: Car Show Band Performance</b>                              | <b>7/12/25</b> | <b>1,000.00</b>   |
| <b>Carbonhouse</b>                         | <b>Monthly Website Host</b>                                        | <b>7/1/25</b>  | <b>700.00</b>     |
| <b>Central McGowan Inc</b>                 | <b>Food &amp; Beverage CO2</b>                                     | <b>6/30/25</b> | <b>55.06</b>      |
| <b>City of Bemidji</b>                     | <b>Utility - Water &amp; Sewer</b>                                 | <b>6/30/25</b> | <b>8,738.03</b>   |
| <b>Country Inn &amp; Suites Bemidji</b>    | <b>Event Lodging Reimbursable</b>                                  | <b>6/30/25</b> | <b>278.74</b>     |
| <b>Deliah Sorenson</b>                     | <b>Car Show Vendor Refund</b>                                      | <b>7/7/25</b>  | <b>250.00</b>     |
| <b>Ethan Rogers</b>                        | <b>Reimbursement: Car Show Supplies</b>                            | <b>7/14/25</b> | <b>222.49</b>     |
| <b>Forum Communications Company</b>        | <b>Car Show Advertising</b>                                        | <b>6/30/25</b> | <b>219.00</b>     |
| <b>Gary Yerbich-DBA Empty Cooler Band</b>  | <b>MCR: Car Show Band Performance</b>                              | <b>7/12/25</b> | <b>600.00</b>     |
| <b>Grainger</b>                            | <b>General Building Supplies</b>                                   | <b>7/7/25</b>  | <b>84.45</b>      |
| <b>Guardian Pest Solutions</b>             | <b>Pest Control</b>                                                | <b>7/15/25</b> | <b>284.88</b>     |
| <b>Hard Target, Inc.</b>                   | <b>Storm Relief - EMT &amp; Security for<br/>Emergency Shelter</b> | <b>7/1/25</b>  | <b>2,812.50</b>   |

**Sanford Center  
Cash Requirements  
As of Jul 22, 2025**

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

| <b>Vendor</b>                         | <b>Description</b>                                  | <b>Date</b>    | <b>Amount Due</b>      |
|---------------------------------------|-----------------------------------------------------|----------------|------------------------|
| <b>Lakes Concrete Plus Inc</b>        | <b>Car Show Concrete Barricades for Burnout Pit</b> | <b>7/9/25</b>  | <b><u>540.00</u></b>   |
| Luekens Village Foods - South         | Inventory - Beverage                                | 7/14/25        | 260.36                 |
| Luekens Village Foods - South         | Inventory - Food                                    | 7/15/25        | <u>8.77</u>            |
| <b>Luekens Village Foods - South</b>  | <b>Luekens Village Foods - South</b>                |                | <b><u>269.13</u></b>   |
| <b>Marco Technologies LLC</b>         | <b>Printer/Copier Rental</b>                        | <b>7/8/25</b>  | <b><u>431.04</u></b>   |
| <b>Marsh USA LLC</b>                  | <b>Workers Comp Insurance</b>                       | <b>7/8/25</b>  | <b><u>2,176.00</u></b> |
| <b>MN Department of Public Safety</b> | <b>F&amp;B Caterer's Permit</b>                     | <b>7/16/25</b> | <b><u>300.00</u></b>   |
| <b>NLFX Professional</b>              | <b>Contracted AV Reimbursable</b>                   | <b>7/15/25</b> | <b><u>652.50</u></b>   |
| <b>Northern MN Addiction Wellness</b> | <b>NPO Payment</b>                                  | <b>7/8/25</b>  | <b><u>1,877.00</u></b> |
| <b>Orbis Payment Services, Inc</b>    | <b>PCI Compliance</b>                               | <b>7/6/25</b>  | <b><u>115.00</u></b>   |
| <b>Paustis Wine Company</b>           | <b>CM: Inventory - Wine</b>                         | <b>6/30/25</b> | <b><u>-197.99</u></b>  |
| Performance Food Group                | Inventory - Food                                    | 6/27/25        | -10.56                 |
| Performance Food Group                | Inventory - Food                                    | 6/27/25        | 1,310.46               |
| Performance Food Group                | Inventory - Food                                    | 7/10/25        | 2,636.51               |
| Performance Food Group                | Inventory - Food                                    | 7/15/25        | <u>196.74</u>          |
| <b>Performance Food Group</b>         | <b>Performance Food Group</b>                       |                | <b><u>4,133.15</u></b> |
| <b>Roger Loyson</b>                   | <b>MCR: Car Show Custom Trophies</b>                | <b>7/11/25</b> | <b><u>400.00</u></b>   |
| <b>Schindler Elevator Corporation</b> | <b>Elevator Maintenance</b>                         | <b>7/1/25</b>  | <b><u>2,151.70</u></b> |
| <b>SICO America Inc.</b>              | <b>General Building Supplies</b>                    | <b>6/11/25</b> | <b><u>222.07</u></b>   |
| <b>Solway PTO</b>                     | <b>NPO Payment</b>                                  | <b>7/12/25</b> | <b><u>441.40</u></b>   |
| Sysco Western Minnesota, Inc          | Operating Supplies                                  | 6/14/25        | 172.35                 |
| Sysco Western Minnesota, Inc          | CM: Inventory - Food                                | 7/5/25         | <u>-23.99</u>          |
| <b>Sysco Western Minnesota, Inc</b>   | <b>Sysco Western Minnesota, Inc</b>                 |                | <b><u>148.36</u></b>   |
| <b>T&amp;K Outdoors, Inc</b>          | <b>Storage Container Rent</b>                       | <b>7/3/25</b>  | <b><u>100.00</u></b>   |
| <b>The Party Store LLC</b>            | <b>Car Show Bouncy Houses</b>                       | <b>7/14/25</b> | <b><u>947.61</u></b>   |

**Sanford Center  
Cash Requirements  
As of Jul 22, 2025**

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

| <b>Vendor</b>                     | <b>Description</b>             | <b>Date</b>   | <b>Amount Due</b> |
|-----------------------------------|--------------------------------|---------------|-------------------|
| Vestis Group, Inc                 | Laundry & Linen                | 7/3/25        | 147.52            |
| Vestis Group, Inc                 | Laundry & Linen                | 7/10/25       | 147.52            |
| <b>Vestis Group, Inc</b>          | <b>Vestis Group, Inc</b>       |               | <b>295.04</b>     |
| <b>WM Corporate Services, Inc</b> | <b>Utility - Trash Removal</b> | <b>7/2/25</b> | <b>812.56</b>     |
| <b>Weldon Acres Trophy Inc.</b>   | <b>Car Show Dash Plaques</b>   | <b>7/8/25</b> | <b>367.86</b>     |
|                                   |                                |               | <b>69,197.30</b>  |

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 21, 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:

Plumbers, \$95.00

DAREN'S PLUMBING AND HEATING, WITHIN CITY LIMITS

Tree Service Providers, \$65.00

SANDY'S TREE SERVICE, WITHIN CITY LIMITS

HIGH ALTITUDE TECHNICAL TREE SERVICE, WITHIN CITY LIMITS

NN ENTERPRISE, LLC, WITHIN CITY LIMITS

TRANSFORMATION LAND MANAGEMENT, WITHIN CITY LIMITS

DAN'S TREE SERVICE, WITHIN CITY LIMITS

M&J LANDCLEARING, WITHIN CITY LIMITS

WENZEL'S TREE SERVICE, WITHIN CITY LIMITS

HALVERSON LAWN CARE, WITHIN CITY LIMITS

## **Recommendation:**

Approve 2025 Business License Submissions.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 21, 2025  
**Action Requested:** Approve Special Event Permit for HRDC  
**Prepared By:** Michelle Miller, City Clerk

---

## **Background:**

Headwaters Regional Development Commission has submitted an application for the "This is Our City Bemidji" picnic at Nymore Park to engage the community in connection with the Bemidji comprehensive plan on Tuesday, July 29. Staff have no concerns with the application.

## **Recommendation:**

Approve Special Event Permit for HRDC.

## 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): Headwaters Regional Development Commission

Address: 1320 Neilson Ave SE Bemidji MN

Event Contact Name (Required): Naomi Carlson

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

Cell Phone (Required): (315) 552-8700

Event Contact Email (Required): ncarlson@hrdc.org

Event Contact Name #2 (Required): Amy Graf

Contact #2 Phone (Required): (715) 638-0251

### Event Information

Event Name (Required): " This is Our City Bemidji"

Event Date: July 29th ; September 17th

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

Event Dates (continued):

July 29th from 4:30-7:30 at Nymore Park ( Dog Park)  
September 17th from 4:30-7:30 at Diamond Point Park - BSU/DOGooders Live United

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: Diamond Point Park

(September 17<sup>th</sup>)

## 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: 4:30-7:30

Set-up Time: 1:30-3:30

Clean-up Time: 7:30-8:30

Expected Daily Attendance: 300-600

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: neighbor community connection and "this is our city Bemidji"

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

HRDC will be partnering with EFree church along with the City to host a picnic at Nymore ( dog park). this event is to come together as one city one communitiy and enjoy connecting. We hope to also engage with communitiy on a quick survey to help "build your neighborhood for our bemidji comp plan"

BSU will also be hosting another communitiy event /picnic at Diamond Point Park with HRDC and the city of Bemidji on September 17th as well that has a similar vision and goals as the July 29th event.

## 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: speaker and music - we are asking the radio if they would be willing to sponsor with their Logo

## 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:**

|                         |
|-------------------------|
| 20 X 40 - Tent for Food |
|-------------------------|

### 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:

Local Farmers  
up to 15 VENDORS

## 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: \_\_\_\_\_

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: 14 Larger tables

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

Bike Racks Requested: 3

## 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: 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.

*City was going to provide*

### 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?

Date(s) of requested street closure:

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

Start Time of Street Closure:

End Time of Street Closure:

Number of No Parking Signs Requested:

no only as shown on  
map the one parking lot

Between \_\_\_\_\_ & To \_\_\_\_\_

### 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 Map Banner 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**

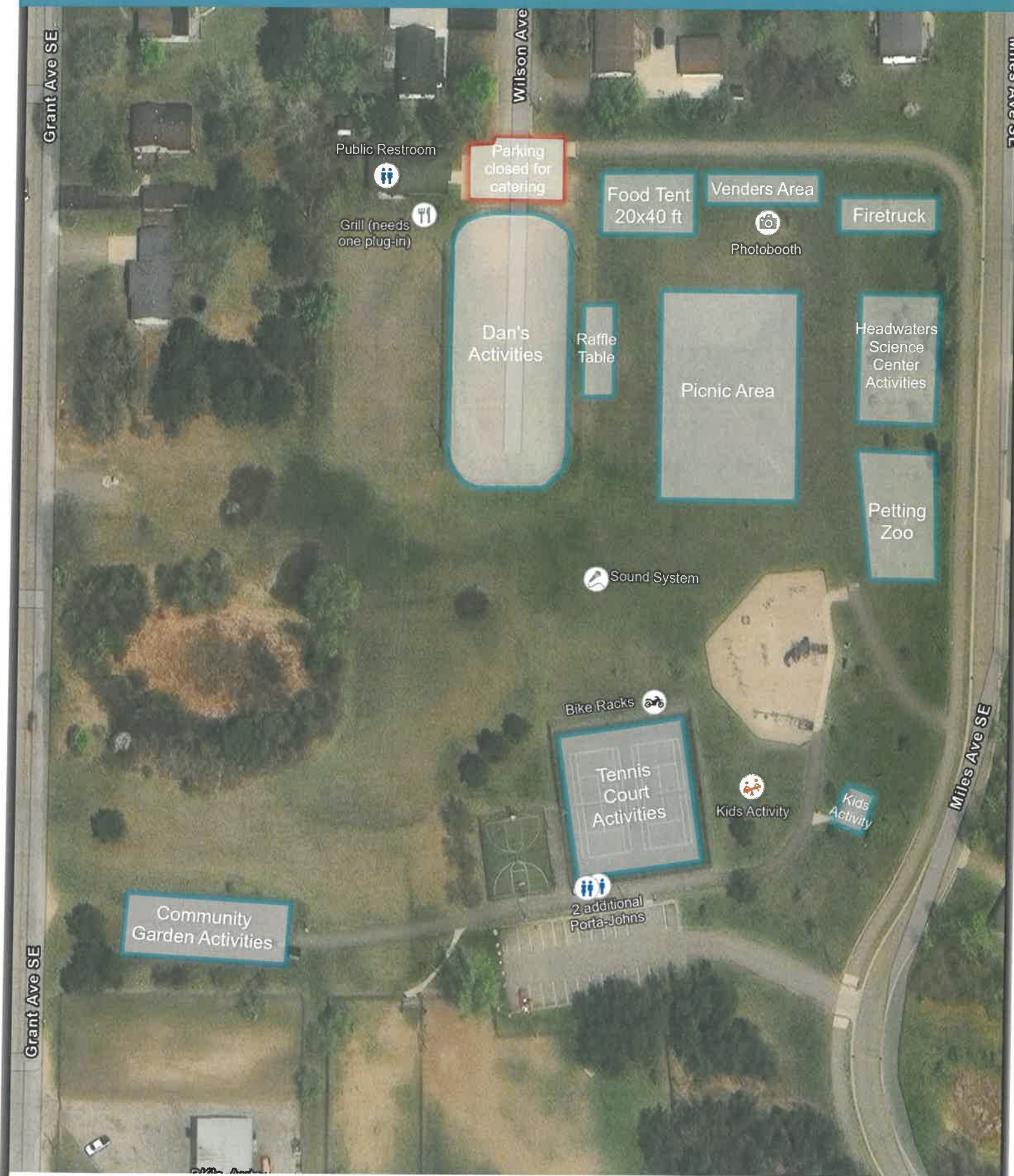
I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances 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 4<sup>th</sup> Street NW, Bemidji, MN 56601 or the Tourist Information Center, 300 Bemidji Avenue N, Bemidji, MN 56601 or email: [cityclerk@ci.bemidji.mn.us](mailto:cityclerk@ci.bemidji.mn.us)*

# Community Engagement Picnic "Nymore Night" Map

Tuesday, July 29th



# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 21, 2025

**Action Requested:** Approve Special Event Permit for Bemidji Dragon Boat 5k

**Prepared By:** Michelle Miller, City Clerk

---

## **Background:**

Bemidji Track Boosters has submitted an application for the Dragon Boat 5k held in conjunction with the Dragon Boat Festival. The 5k will take place August 2, 2025. Staff have no concerns with the application.

## **Recommendation:**

Approve Special Event Permit for Bemidji Dragon Boat 5k.

## 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):** Bemidji Track Boosters

**Address:** 2410 Carol Dr. NE

**Event Contact Name (Required):** Steve Sneide

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

**Cell Phone (Required):** (218) 368-9982

**Event Contact Email (Required):** Steven\_Sneide@isd31.net

**Event Contact Name #2 (Required):** Ryan\_Aylesworth@isd31.net

**Contact #2 Phone (Required):** (218) 766-1085

## Event Information

**Event Name (Required):** Dragon Boat 5k Run/Walk

**Event Date:** 8/2/2025

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

**Event Dates (continued):**[illegible]

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

- |                                             |                                                                       |
|---------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> Nymore Park        | <input type="checkbox"/> Cameron Park                                 |
| <input type="checkbox"/> City Park          | <input checked="" type="checkbox"/> Paul Bunyan Park                  |
| <input type="checkbox"/> Library Park       | <input type="checkbox"/> Rotary Pavilion                              |
| <input type="checkbox"/> Roger Lehmann Park | <input type="checkbox"/> City Paved Trail (lakeshore/east west Trail) |
| <input type="checkbox"/> City Streets       | <input type="checkbox"/> City Parking Lot                             |
| <input type="checkbox"/> 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:**

8:00 am

**Set-up Time:**

5:00 am

**Clean-up Time:**

9:30 am

**Expected Daily Attendance:**

75-100

*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:**

This is the Bemidji Dragon Boat 5k Run/Walk. It starts by Paul's Muscle Mecca and goes out the bike path over the bike bridge, along to the Sanford center then back along the lake and finishes at Paul Bunyan Park.

## **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

# **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.

## **Tents or Canopies (Required):**

*(Select only one option)*

☒ Yes

☐ No

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

One 8x10 tent for registration (will be located on the sidewalk)

## **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

**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: 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: 60

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.*

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

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: Port-A-Johns -

### **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:       | 8/2/2025                                    |
| Street Name(s) and/or number to be closed: | Section of Midway Drive (By Pauls Muscle Me |
| Start Time of Street Closure:              | Between 6:00 am & To 8:15 am                |
| End Time of Street Closure:                | 8:15 am                                     |
| Number of No Parking Signs Requested:      | 5                                           |

### 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**

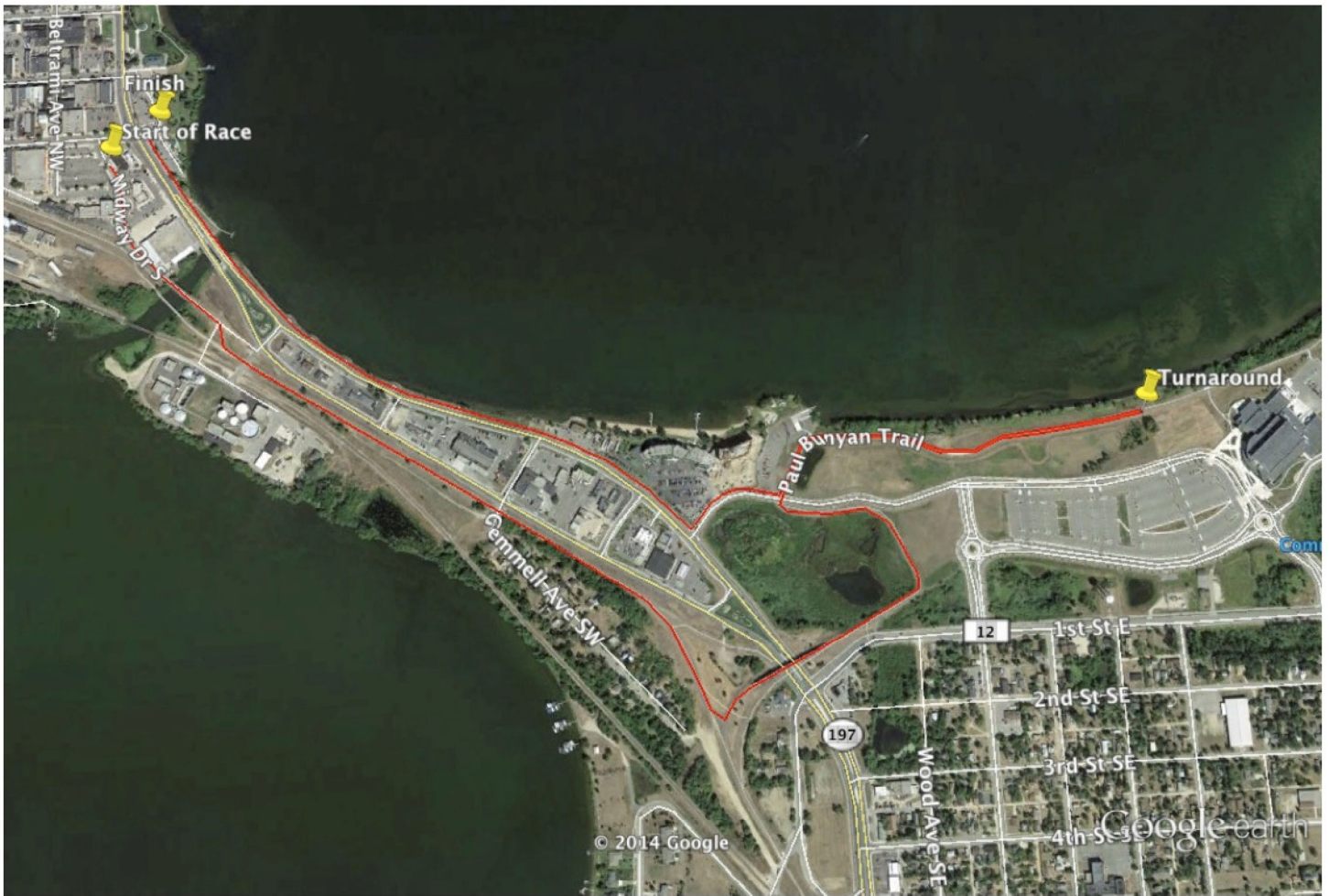
*Vehicles will be restricted to designated route in order to ensure public safety and to preserve the turf of the park. Sidewalks, trails, and pedestrian routes are not built to withstand vehicle traffic. Once the set-up is complete vehicles will be required to park in the parking lot. Violation of this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

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



Google earth



# Bemidji dragon boat 5K

Write a description for your map.

## Legend

 Start of Race

Midway Dr S

Start of Race



# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 21, 2025

**Action Requested:** Accept Donation from Loop the Lake Festival (Bike Bemidji)

**Prepared By:** Marcia Larson, Recreation Department

---

## **Background:**

The Parks and Recreation Department is pleased to acknowledge and accept a generous \$250 donation from Bike Bemidji – Loop the Lake Festival. Although the 2025 event was canceled due to severe storm conditions, the organization chose to contribute funds in support of the department's ongoing efforts to promote recreation and community wellness. Loop the Lake is a beloved annual event that typically draws approximately 1,000 bicyclists of all ages and abilities to enjoy a scenic, 17-mile non-competitive ride around Lake Bemidji. The route begins and ends at South Shore Beach, passing through the Westside Trail, Birchmont Drive, Birchmont Beach Road, Lake Bemidji State Park, and the Paul Bunyan Trail. With safety as a priority, participants are encouraged to wear helmets and are offered reflective bike stickers while supplies last. The ride features several festive stations along the way with food, music, and activities, adding to the sense of fun and community spirit. We are grateful for Bike Bemidji's continued support and commitment to recreational opportunities in our city.

## **Recommendation:**

Staff recommends that the City Council authorize and accept the donation to the Recreation Department.

RESOLUTION NO.

A RESOLUTION ACCEPTING DONATION  
(Bike Bemidji/Loop the Lake Festival)

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

**WHEREAS**, Bike Bemidji/Loop the Lake Festival has offered to donate \$250 for use by the City of Bemidji Recreation Department; and

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

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

**BE IT FURTHER RESOLVED** that the City sincerely thanks Bike Bemidji/Loop the Lake Festival for its gracious and generous donation.

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

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 21, 2025  
**Action Requested:** Consider Resolution Rejecting all Bids Received for the D.A.F. Tank Removal Project - City Project 25-03  
**Prepared By:** Samuel C. Anderson, Director of Public Works/City Engineer

---

## **Background:**

The Wastewater Treatment Facility currently has an existing building on its campus that houses the Dissolved Air Flotation (DAF) tank that was constructed with the original plant back in the 1980's. The DAF tank was a part of the wastewater treatment process that never functioned as it was originally design and has for decades been unused. Staff have a goal to repurpose this indoor space into a garage area to provide additional storage for equipment as the space serves very little purpose in its current state.

The Council approved a professional services agreement for design with EAPC back in December 2024, and the design & advertisement was completed and the following bid was received:

|                                   | Base Bid     | Add Alternate #1 |
|-----------------------------------|--------------|------------------|
| Eagle Construction Company Inc. - | \$660,400.00 | \$35,000.00      |

The add alternate was to include an epoxy coating on the existing concrete floor. There's \$200,000 in the 2025 CIP to cover the engineering design and construction costs of the project and this would far exceed that number. Staff are recommending we reject the bid and look at ways to re-design and advertise the project again at a later date.

## **Recommendation:**

Staff recommend approving the attached resolution to reject the Eagle Construction Company, Inc. bid for the D.A.F. Tank Removal Project - City Project 25-03

RESOLUTION NO.

RESOLUTION REJECTING ALL BIDS RECEIVED  
FOR CITY PROJECT 25-03

**WHEREAS**, the City of Bemidji (“City”) issued an advertisement for bids (the “Bid Documents”) for its D.A.F. Tank Removal Project, known as City Project 25-03, (the “Project”), on June 23, 2025; and

**WHEREAS**, the City of Bemidji (“City”) issued an advertisement for bids (the “Bid Documents”) for its D.A.F. Tank Removal Project, known as City Project 25-03, (the “Project”), on June 23, 2025; and

**WHEREAS**, the City received and opened one bid pursuant to the request for bids in the Bid Documents, which exceeded the engineering estimate for the cost of the Project by nearly triple the estimated cost; and

**WHEREAS**, Minnesota Statutes, section 429.041, subd. 2, expressly gives the City the right to “reject all bids” received by the City in an effort to contract for public improvements; and

**WHEREAS**, the Bid Documents expressly reserved the City’s right to “reject all bids”; and

**WHEREAS**, upon review of the received bid, City staff have recommended the City reject all bids on the Project and consider re-designing the project and advertising for new bids at a later date; and

**WHEREAS**, the City Council of the City of Bemidji considers it to be in the best interests of the City to reject all bids received pursuant to the Bid Documents and instructs staff to explore a re-design of the Project.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEMIDJI, MINNESOTA**, hereby rejects all bids received by the City pursuant to its advertisement for bids for the D.A.F. Tank Removal Project, City Project 25-03, which bids were opened by the City on July 15, 2025.

The foregoing resolution was offered by Councilmember \_\_\_\_\_, and upon 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

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

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

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

**DEFINITIONS**

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

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

## **RECITALS**

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

## **TERMS**

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

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

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

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

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

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

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

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

**Grantor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grantee:**

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

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

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

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

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]*

**IN WITNESS WHEREOF**, the undersigned has caused this instrument to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR**

\_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_

**OTTER TAIL POWER COMPANY  
GRANTEE**

\_\_\_\_\_

**Jason Grenier**  
Manager, Retail Energy Solutions

Date: \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

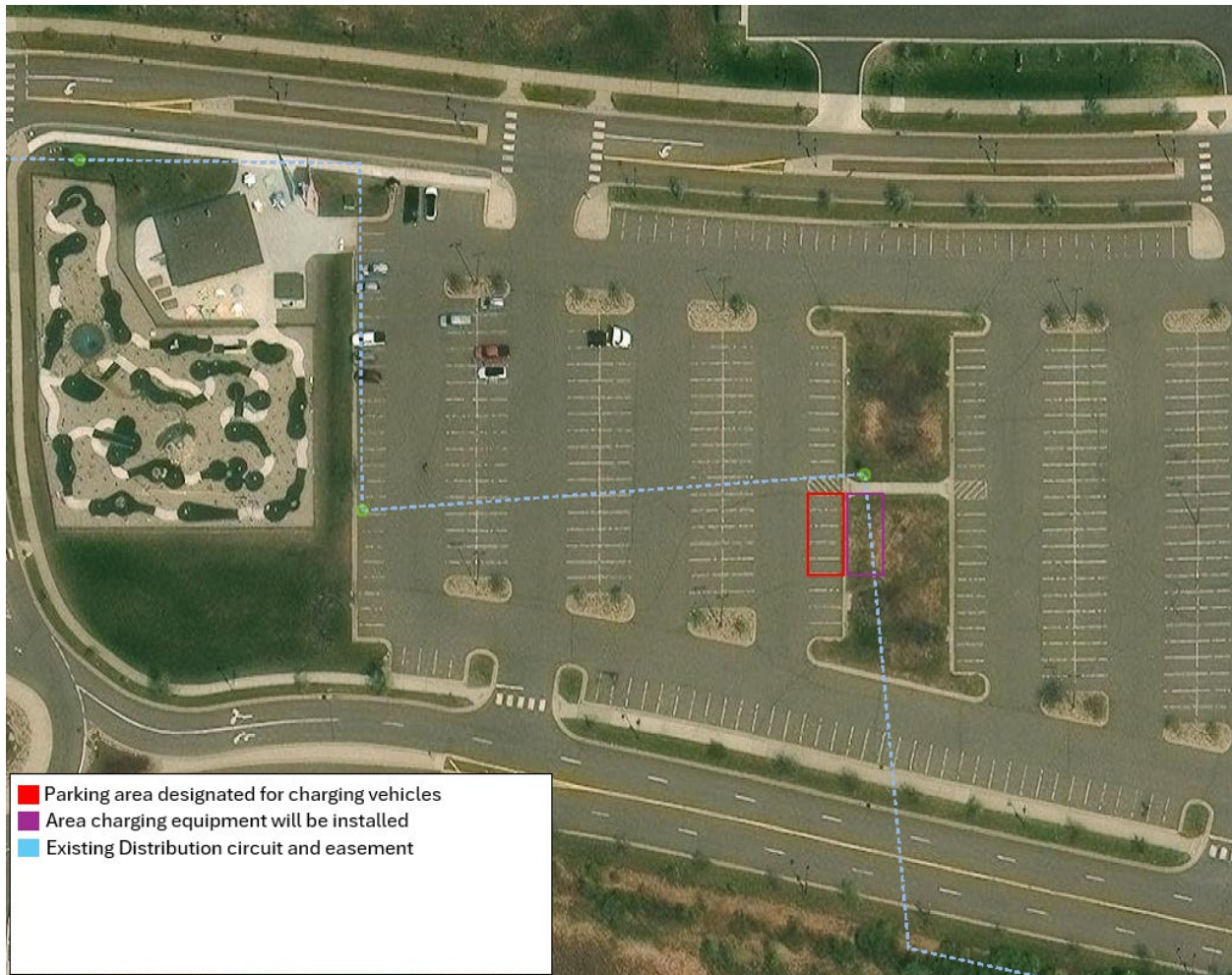
**Stuart Tommerdahl**  
Manager Regulatory and Retail Energy Solutions

Date: \_\_\_\_\_ 20\_\_\_\_

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

**EXHIBIT A**

**THE PREMISE**

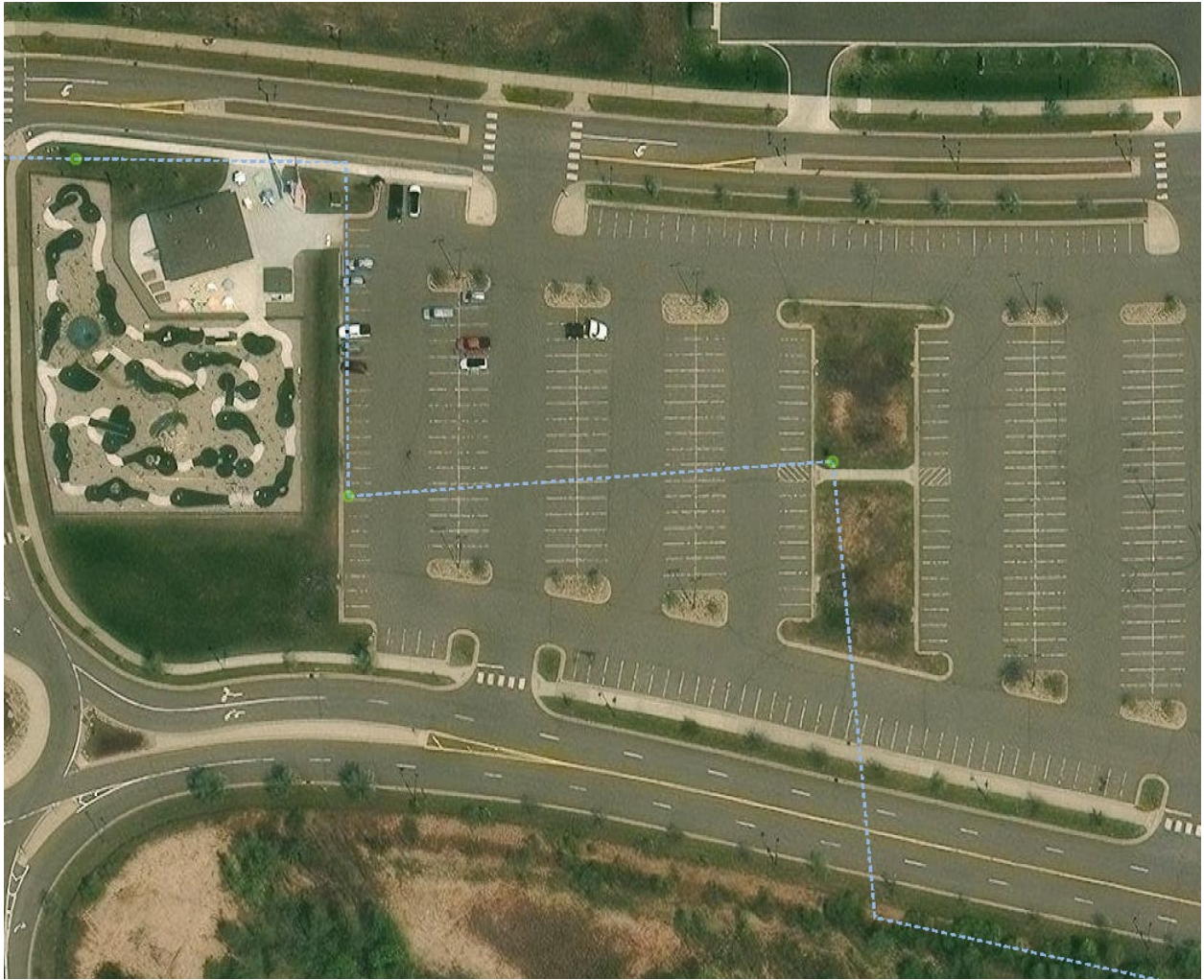


*AGREEMENT BETWEEN OTTER TAIL POWER COMPANY AND LANDOWNER FOR THE INSTALLATION,  
OPERATION, AND MAINTENANCE OF CHARGING STATION FACILITIES*

## **EXHIBIT B**

### **EASEMENT AREA OR EASEMENT LOCATIONS:**

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



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

# **COUNCIL AGENDA ITEM**



**Meeting Date:** July 21<sup>st</sup>, 2025

**Action Requested:** Consider Professional Services Amendment for Barr Engineering – Bemidji Rail Corridor Soil Clean-up – City Project 25-05

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

---

## **Background:**

Back in February, Council authorized professional services proposals for both Barr Engineering & Loucks to complete design & bidding services for the soil clean-up/remediation bid package (Bid Package #01) for the rail corridor.

It has been determined that an amendment to the current Response Action Plan (RAP) will be required to satisfy the Minnesota Pollution Control Agency's requirements to accommodate residential use on the proposed building pads being constructed as part of Bid Package #01. The proposed fee for the RAP addendum is \$31,000.

It has also been determined that an update to the Phase 1 Environmental Site Assessment (ESA) that has already been completed for the BNSF railroad property would be required in advance of the property closing. The proposed fee for the update to the Phase 1 ESA is \$4,500.

## **Finances:**

The current design services contract with Barr Engineering was approved for \$73,800 to assist city staff with design & bidding services for Bid Package #01. The addition of these two items for \$35,500 will bring the overall total of the agreement to \$109,300. The increased costs will be covered using the overall project budget sources anticipated to be a combination of DEED clean-up grant (\$902K), DEED redevelopment grant (\$590K) funds, City land proceeds (Circle K), potential rail corridor land purchase funds, and/or stormwater utility funds.

Upon approval, these items would be started to keep the project on schedule and an assumed construction start date in August 2025.

## **Recommendation**

It is recommended that the city council pass a motion authorizing a professional services agreement amendment with Barr Engineering in the amount of \$35,500 for the RAP addendum and Phase 1 ESA update.

May 19, 2025

Sam Anderson, P.E.  
City Engineer/Director of Public Works  
City of Bemidji  
317 4<sup>th</sup> Street NW  
Bemidji, MN, 56601

**Re: Proposal to update the Phase I ESA, Railroad Parcel, Bemidji Rail Corridor Redevelopment, Bemidji, Minnesota**

Dear Sam:

Barr Engineering Co. (Barr) is pleased to submit this proposal to the City of Bemidji (City) for the ongoing work at the Railroad Parcel that the City is in the process of purchasing. The Railroad Parcel is part of the Bemidji Rail Corridor Redevelopment site in Bemidji, Minnesota.

### **Scope of Work**

A Phase I Environmental Site Assessment (ESA) was completed for the Railroad Parcel in September 2024 and was revised in March 2025. As requested by Stoel Rives LLP (Stoel Rives), an updated Phase I ESA will be needed prior to closing to make the City eligible for bona fide prospective purchaser liability protections as established by the Superfund Amendments and Reauthorization Act of 1986. The following updates to the Phase I ESA will be required:

- Environmental Database (federal, tribal, state, and local governmental records) search;
- Interviews with owners, operators, and occupants;
- Site reconnaissance of the Railroad Parcel and adjoining property;
- Search for environmental cleanup liens and/or activity and use limitations or restrictions; and
- Declaration by the environmental professional responsible for the assessment.

The Phase I ESA for the Railroad Parcel will be performed in a manner consistent with the ASTM, International, ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

### **Schedule**

The anticipated schedule for the tasks described above includes:

- The environmental database has been ordered, and the site reconnaissance has been completed.
- The remaining items will begin after authorization from the City of Bemidji has been received. It is anticipated that a draft Phase I ESA report would be submitted to the City and Stoel Rives within three weeks of authorization.

## Budget

Barr will complete the services described in the scope of work on a time-and-material basis for a cost not to exceed \$4,500 without your prior approval.

Barr is looking forward to continuing to assist the City with this opportunity. Please contact Kristen Schimpke (952-832-2788 or [kschimpke@barr.com](mailto:kschimpke@barr.com)) or Pete Kero (218-262-8611 or [pkero@barr.com](mailto:pkero@barr.com)) if you have any questions or comments.

Sincerely,



Pete Kero  
Vice President



Kristen Schimpke  
Senior Environmental Engineer

May 19, 2025

Sam Anderson, P.E.  
City Engineer/Director of Public Works  
City of Bemidji  
317 4<sup>th</sup> Street NW  
Bemidji, MN, 56601

**Re: Proposal for Additional Environmental Activities, Bemidji Rail Corridor Redevelopment, Bemidji, Minnesota**

Dear Sam:

Barr Engineering Co. (Barr) is pleased to submit this proposal to the City of Bemidji (City) for the ongoing work at the Bemidji Rail Corridor site in Bemidji, Minnesota (Site).

### **Scope of Work**

Based on our communications, the following is our understanding and proposal for the additional scope of work.

#### **Task 1 – Redevelopment Plan Modifications**

Barr will provide the City with additional assistance on the modifications to the redevelopment plan including the addition of a day care facility at the Railroad Parcel and modifying the land use east of the proposed YMCA building to include cleanup to residential standards. This task will include:

- Initial discussions with the MPCA to evaluate options for potential soil response actions based on the new land use.
- Modifying the investigation plan at the Railroad Parcel to incorporate the updated soil response action approach.
- Collecting three soil vapor samples within the footprint of the proposed day care building during the non-heating season (April-October).
- Incorporating the new cleanup approach into the Contract Documents.

#### **Task 2 – Response Action Plan Addendum**

Barr will prepare a Response Action Plan (RAP) Addendum that will include the modifications to the redevelopment plan described in Task 1. This RAP Addendum will also include the results of the Railroad Parcel investigation, the updated barrier berm layout, and will document recent discussions with the MPCA regarding managing soil with debris onsite.

#### **Task 3 – Additional Sampling**

This task will include the following sampling activities:

- Collecting additional soil samples that are required by the regional industrial waste landfill for contaminated soil disposal approval.

- Rush analysis of soil samples that will be collected during the Railroad Parcel investigation to better accommodate the bidding and construction schedule.

### Assumptions/Exclusions

The following assumptions apply to the Scope of Work described above:

- The City will coordinate permission to access the property and/or will identify areas within which we cannot conduct field work (if any).
- The soil vapor sampling will be completed during the spring/summer/fall months and at the same time as the Railroad Parcel investigation. Based on conversations with the MPCA, additional soil vapor samples will be needed during the non-heating season (November-March) prior to the construction of the building and are not included in this proposal.
- The Scope of Work excludes amendments to the RAP and the contract documents beyond those described in Task 2.

### Schedule

The anticipated schedule for the tasks described above includes:

- Initial discussions with the MPCA have been completed and verbal approval of the proposed response actions have been approved. The contract documents and modifications to the investigation plan are currently being prepared and will incorporate these changes.
- The soil vapor and additional sampling will be completed in conjunction with the Railroad Parcel investigation which will be completed after the parcel has been purchased by the City. At this time, it is anticipated that the drilling activities will be completed in mid- to late-June. Analytical data would be provided by the laboratory five days after receipt of the samples.
- The RAP Addendum would be prepared and submitted to the MPCA within one month of receiving analytical data from the investigation.

### Budget

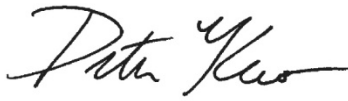
Based on our assumptions presented in this proposal, the estimated costs to complete these tasks are summarized below. Barr will complete the services described in the scope of work on a time-and-material basis for a cost not to exceed \$31,000 without your prior approval.

| Anticipated Activities                    | Total Project Cost |
|-------------------------------------------|--------------------|
| Task 1 – Redevelopment Plan Modifications | \$11,200           |
| Task 2 – Response Action Plan Addendum    | \$15,700           |
| Task 3 – Additional Sampling              | \$4,100            |
| <b>TOTAL:</b>                             | <b>\$31,000</b>    |

Note: This cost does not include MPCA fees (\$150/hour).

Barr is looking forward to continuing to assist the City with this opportunity. Please contact Kristen Schimpke (952-832-2788 or [kschimpke@barr.com](mailto:kschimpke@barr.com)) or Pete Kero (218-262-8611 or [pkero@barr.com](mailto:pkero@barr.com)) if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Pete Kero". The signature is fluid and cursive, with the first name "Pete" and last name "Kero" clearly distinguishable.

Pete Kero  
Vice President

A handwritten signature in black ink that reads "Krist Schimpke". The signature is fluid and cursive, with the first name "Krist" and last name "Schimpke" clearly distinguishable.

Kristen Schimpke  
Senior Environmental Engineer

# **COUNCIL AGENDA ITEM**



**Meeting Date:** July 21<sup>st</sup>, 2025

**Action Requested:** Consider Professional Services Agreement North Lake Bemidji Water & Sanitary Sewer Extension Project – City Project 25-07

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

---

## **Background:**

The Beltrami County Highway Department is proposing to reconstruct CSAH 20 (Birchmont Beach Road NE) in the 2026 construction season. This is an opportunity to extend City water and sanitary sewer to areas identified in our water & sanitary sewer comprehensive plans for proposed utility expansion while not having to cover the associated road replacement costs, which lessens the city's project costs overall. This proposed utility extension will not require improvements to the WWTP and provides an alternate solution to those properties along the corridor that may have current or future septic issues. The proposed route for the utility extension is noted in the attached Exhibit A.

## **Finances:**

In order to meet the proposed timelines of the upcoming county road project, staff have procured a proposal from Bolton & Menk to provide design & bidding services. Attached to this report is the professional services proposal from Bolton & Menk for \$351,000 to assist city staff with design, and bidding services for this project. Bolton & Menk are a reputable and capable firm that has done other projects within the city. The engineering design fees are proposed to be covered by sanitary sewer reserve funds.

## **Schedule:**

Upon approval, topographical survey and preliminary design would begin immediately with the intent to have those tasks completed by end of September. Final design is scheduled to be completed by the end of 2025 to meet the county's road design & bidding timelines.

## **Recommendation**

It is recommended that the city council pass a motion authorizing staff to enter into a professional services agreement with Bolton & Menk in an amount not to exceed \$351,000 for the North Lake Bemidji Water & Sanitary Sewer Extension Project – City Project 25-07.

# Exhibit A



Proposed Water & Sanitary Sewer Extension

Beltrami County, Maxar

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.

## North Lake Extension - Overview Map

1:18,056

Date: 7/16/2025

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





Real People. Real Solutions.

204 NW 1<sup>st</sup> Avenue Suite 205  
Grand Rapids, MN 55744

Phone: (218) 729-5939  
Bolton-Menk.com

Submitted VIA Email

July 16, 2025

Sam Anderson, PE  
City Engineer/Director of Public Works  
City of Bemidji  
1351 5<sup>th</sup> Street NW  
Bemidji, MN 56601

RE: Proposal for Professional Services – Preliminary and Final Design  
North Lake Bemidji Utility Extension Project

Dear Mr. Anderson:

The City of Bemidji is initiating the North Lake Bemidji Utility Extension Project to extend municipal utilities from the Northwoods Public Access, north to and along Birchmont Court NE, past Ruttger's Birchmont Lodge to Birchmont Beach Road NE (County Road 20). From there the municipal utilities will be extended along County Road 20, east to State Park Road NE at the entrance to Lake Bemidji State Park. The proposed extension of municipal utilities will include the siting and development of four (4) sanitary sewer lift stations. The project is proposed to be incorporated into the County Road 20 reconstruction project that Beltrami County is planning for construction in 2026.

Bolton & Menk, Inc. is pleased to present this scope and fee letter for professional services to prepare construction documents for the North Lake Bemidji Utility Extension Project. This scope and fee letter will define our scope of work, schedule and the estimated fee for our services.

Our project understanding and proposed scope of services is attached. The project design will include topographic survey, plan preparation, SWPPP preparation, specifications, permitting, preparation of an engineer's estimate, and bidding services. Partial plans will be provided at 60% and 90% for your review and will be developed for incorporation into Beltrami County's project plan set. Additionally, we are teaming with EAPC to provide electrical engineering services for the lift station design.

Please feel free to contact me at (218) 812-8900 or by email at [andrew.brotzler@bolton-menk.com](mailto:andrew.brotzler@bolton-menk.com) with any questions, or if you require additional information.

Sincerely,

**Bolton & Menk, Inc.**

Andrew J. Brotzler, PE  
Municipal Senior Project Manager

**Bolton & Menk, Inc.**

Seth A. Peterson, PE  
Water/Wastewater Division Leader | Senior Principal

Attachment: Proposal

## Description of Proposed Project

The project includes the preparation of plans and specifications for the North Lake Bemidji Utility Extension Project. The project will include the extension of municipal water and sanitary sewer to serve properties along the northwest and northern part of Lake Bemidji. The sanitary sewer service through this area will consist of gravity sanitary sewer and four (4) sanitary sewer lift stations to minimize the depth of gravity sanitary sewer in anticipated areas of high groundwater. Also anticipated to be included as part of the project is the reconstruction of Birchmont Court NE, proposed to be replaced in-kind. Final plans and specifications will be incorporated into Beltrami County plans and specifications for construction as part of the Beltrami County Road 20 reconstruction project scheduled for 2026.

Bolton & Menk, Inc. is a civil engineering and surveying consulting firm providing professional services in multiple areas, including civil, water/wastewater, traffic/transportation, landscape architecture, water resources, engineering, environmental reviews, archeological services, and land surveying. Our core philosophy is to provide quality engineering and surveying services combined with a total commitment to client satisfaction. Our long-term relationships are directly related to our commitment to providing superior technical capabilities and our concern and sensitivity to our clients' goals, needs, and desires. We aim to assist clients in realizing their vision, not ours.

## Scope of Work

Bolton & Menk, Inc. will complete the following scope of work:

### Task 1: Topographic Survey

**Description:** Perform a full topographic survey beginning at Northwoods Public Access, north along Bemidji Road NE to Birchmont Court NE, and north along Birchmont Court NE to Birchmont Beach Road NE (County Road 20). The survey will also include the gathering of topographical information of structure locations, first floor elevations, and the location of private wells and septic systems throughout the project area. For the segment of the project along Birchmont Beach Road NE (County Road 20), it is assumed that the Beltrami County topographic survey information will be provided, and that survey will only be needed to verify the Beltrami County datum and to gather private property information necessary to design the sanitary sewer system and services.

In advance of beginning the topographic survey, notices will be developed to be mailed to property owners within the project limits to advise and provide information on the scheduled survey work. A questionnaire to gather information about the location of private wells and septic systems is also proposed to be included.

Establish a Gopher State One Call to collect existing utility information. Underground utility information will be located and described based on available as-builts, field markings, and private utility map information facilitated through Gopher State One Call. As a part of this task, property and title research will be performed for the properties along Birchmont Court NE and through the Ruttger's Birchmont Lodge property to verify and document established easements and rights-of-way.

**Assumptions:** Bolton and Menk will receive the Beltrami County CSAH 20 topographic survey in an AutoCAD compatible format. Right-of-way and property lines will be illustrated based on Beltrami County GIS information only.

## Task 2: Preliminary Design (60%)

**Description:** Bolton and Menk will use the topographic survey information to complete a 60% design package for the extension of municipal water and sanitary services as part of the North Lake Bemidji Utility Extension Project. The 60% design will include a community engagement meeting to present the preliminary design to the public. Bolton and Menk will attend the meeting and provide maps and information about the project.

### Deliverables:

- Plan and Profile Alignment Sheets
- Identify Lift Station Site Locations
- Determine Construction Limits
- Capacity Review of Downstream Existing Facilities
- Technical Memorandum for 60% Design
  - Includes Preliminary Construction Cost Estimate

### In Person Meetings:

- Bolton and Menk will attend up to two in-person design meetings with the City Engineer and staff during the Preliminary Design (60%) phase.
- Bolton and Menk will lead and coordinate one community engagement meeting.

### Assumptions:

- Municipal water and sanitary sewer will be extended from existing facilities located at the Northwoods Public Access.
- Wetland impacts are not anticipated on this project as the project will utilize existing rights-of-way areas. This proposal does not include any costs associated with wetland delineation or permitting.
- Sanitary sewer elevation design will account for connection of all residences and businesses to the sanitary system utilizing gravity. The number of lift stations will be driven by water table depth, the existing topography, and elevation limitations of gravity sanitary service.
- Geotechnical Investigation costs are not included in this proposal. It is our understanding that following the completion of 60% plans, a separate scope for geotechnical investigation will be requested. Bolton and Menk will coordinate with the city to determine soil boring locations for final design of the sanitary sewer system and lift stations.
- No easement or legal description documentation is proposed as part of the scope of this proposal. Following the completion of 60% plans, proposed construction limits will be developed to assist with the identification of temporary construction and permanent easements that may be necessary for the project. If easements are necessary, a separate scope for additional services will be requested by the city, which Bolton and Menk can provide at the city's request.

## Task 3: Final Design

### Subtask 3.1 Final Design (90%)

**Description:** Bolton and Menk will prepare a detailed design of the proposed improvements in accordance with the City of Bemidji design standards and following all federal and state laws, rules, and regulations. Our team envisions weekly/bi-weekly correspondence to ensure City of Bemidji's input on the design is included throughout the process.

### Deliverables:

- Final Design Package (90%)
  - Water Main
  - Sanitary Main & Lift Stations
  - Street/Road

- Construction Specifications

**In Person Meetings:** Bolton and Menk will attend an in-person 90% review meeting to review the Final Design (90%) Package with City Engineer, Sam Anderson, and Beltrami County.

### Subtask 3.2 Final Design (100%)

**Description:** Bolton and Menk will incorporate comments/revisions from the 90% design review meeting into the Final Design Package and construction specifications for the project.

**Deliverables:**

- Final Design Package
- Construction Specifications

## PROJECT SCHEDULE

The preliminary project schedule is presented below with milestones and approximate dates.

| Task | Description              | Start Date       | Completion Date    |
|------|--------------------------|------------------|--------------------|
| 1    | Topographic Survey       | July 28, 2025    | August 2025        |
| 2    | Preliminary Design (60%) | August 18, 2025  | September 30, 2025 |
| 3.1  | Final Design (90%)       | October 1, 2025  | December 1, 2025   |
| 3.2  | Final Design (100%)      | December 2, 2025 | December 31, 2025  |

## General Assumptions

This proposal is based upon the following assumptions:

- This proposal shall remain in effect for a period of 45-days after submittal.
- Bolton and Menk will perform the services outlined in the proposal for the stated fee. Changes required by the owner or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope of services, or title issues that may arise, will be considered additional services and will be invoiced on an hourly basis in addition to the stated fee.
- The owner will be responsible for obtaining, signing, and providing appropriate fees for all required permit(s). Bolton & Menk can provide additional permit materials as additional services.
- One minor revision to the plans based on owner comments is included; other revisions will be provided as additional services.
- If requested, Bolton & Menk, Inc., will provide evidence of Errors and Omissions insurance coverage in the form of an Insurance Certificate.

## FEES

Bolton & Menk have calculated the time and effort required to complete services and propose an hourly not-to-exceed estimated fee of **\$351,000**. The cost by specific task has been provided below.

| Fee Summary by Task |                                              |            |
|---------------------|----------------------------------------------|------------|
| Task no.            | Task and Description                         | Total Cost |
| 1.0                 | Topographic Survey                           | \$41,000   |
| 2.0                 | Preliminary Design                           | \$112,000  |
| 3.0                 | Final Design                                 | \$186,000  |
| 4.0                 | Bid Package Preparation and Administration** | \$12,000   |
| TOTAL FEE           |                                              | \$351,000  |

\*\* Bid Package Preparation and Administration is included as an additional scope item to develop an independent bid package for the project area between the Northwoods Public Access and Beltrami County Highway 20.

Thank you for the opportunity to present this scope and fee letter. If you have any questions or comments, please do not hesitate to contact us.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** July 21, 2025

**Action Requested:** Approve Resolution Extending Local Emergency Declaration

**Prepared By:** Rich Spiczka, City Manager

---

## **Background:**

The extension of the declaration allows staff flexibility in continuing our process of recovery.

There are likely things we need to address that we don't realize yet or haven't discovered because of the volume of the damage. This declaration just allows us to continue to move fluidly as we slowly return all things back to normal.

## **Recommendation:**

Approve Resolution of the Bemidji City Council Extending a Local Emergency Declaration

Pursuant to Minnesota Statutes, Sections 12.29 and 12.37 until August 21, 2025

RESOLUTION NO.

A RESOLUTION OF THE BEMIDJI CITY COUNCIL EXTENDING  
A LOCAL EMERGENCY DECLARATION PURSUANT TO MINNESOTA  
STATUTES SECTIONS 12.29 AND 12.37.

- WHEREAS,** the Mayor of City of Bemidji (City) has found the following situation exists:
- Dangerous conditions now exist and are likely to persist in and around the City of Bemidji due to severe storms, high winds, and heavy rain that hit the City the morning of June 21<sup>st</sup>, 2025, creating an imminent danger to persons and property; and
- WHEREAS,** the Mayor has declared that the situation is a local emergency, making an official declaration on June 21<sup>st</sup>, 2025, pursuant to Minnesota Statutes section 12.29; and
- WHEREAS,** the City Council, pursuant to the duly approved Resolution, extended the local emergency on June 23, 2025 and again on July 7, 2025, which is set to expire July 22, 2025; and
- WHEREAS,** pursuant to Bemidji City Code, the City Manager of the City of Bemidji has been in direct contact with the Mayor and City Council regarding the emergency conditions within the City, and supports the extension of the emergency declaration under City Code Section 24-129 as City’s sponsored clean-up efforts continue throughout the City; and
- WHEREAS,** the City Council of the City of Bemidji agrees with the Mayor’s findings and the recommendations of the City Manager, and finds that the situation will continue to last for the coming weeks, warranting an extension of the emergency declaration as clean-up efforts continue.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEMIDJI, MINNESOTA:**

1. The Bemidji City Council declares this situation to be a local emergency, which shall be hereby extended for an additional period of 30 days, until August 21, 2025 in accordance with governing law.
2. This declaration of a local emergency will invoke the City’s emergency plan and all powers granted to the Mayor and City in accordance with state law, Charter and City Code, including but not limited to the exercise of the powers vested by Minn. Stat. § 12.37 in the light of the exigencies of the disaster without compliance with time-consuming procedures and formalities prescribed by law pertaining to: the performance of public works; entering into contracts; incurring of obligations; employment of temporary workers; rental of equipment; purchase of supplies and materials; limitations upon tax levies; and the appropriation and expenditure of public funds.

The foregoing resolution was offered by \_\_\_\_\_, and upon due second by \_\_\_\_\_, was passed by the following vote:

Yeas:  
Nays:  
Absent:

PASSED by the City Council of the City of Bemidji on this 21<sup>st</sup> day of July, 2025.

ATTEST

APPROVED

\_\_\_\_\_  
Michelle R. Miller, City Clerk

\_\_\_\_\_  
Jorge S. Prince, Mayor