

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, October 20, 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) September 8, 2025 Work Session
September 15, 2025 Council 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 \$1,871,213.36
- 3) Claims Submitted by ASM Global for the Sanford Center in the Amount of \$74,259.37
- 4) 2025 Business License Approvals
- 5) 2026 Business License Approvals
- 6) 2026 Liquor, Sunday Liquor and Wine License Renewals
- 7) First Reading of On and Off Sale Beer License Renewals for 2026
- 8) Approve Special Event Permit for Voyageurs Banana Walk/Run (October 23)
- 9) Approve Appointment of Ashley Johnson to the Community and Police Advisory Board
- 10) Approve Submission of MNCD Solar on Public Buildings Grant, OTPC Publicly Owned Properties Solar Incentive, and Agreement for Technical Assistance with CERT
- 11) Approve Lease Agreement Between City and Loon Country Arts Collective (Historic Carnegie Library)
- 12) Approve Memorandums of Understanding with Great River Greening
- 13) Approve CIP Requests for the Sanford Center
- 14) Resolution Making Certain Findings with Respect to Substandard Buildings
- 15) Resolution Adopting Assessment Roll(s) for Water/Sewer Deferred Assessment Fees (Connections Completed in 2025)

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.

PUBLIC HEARING

- 16) Conduct Public Hearing on Proposed Assessments for the 2025 Street Renewal Project - City Project 25-01
 - a. Resolution Adopting Assessment Roll for 2025 Street Renewal Project (25-01)
- 17) Conduct Public Hearing on Proposed Assessments for the 2025 Park Avenue NW Reconstruction Project - City Project 25-02
 - a. Resolution Adopting Assessment Roll for 2025 Park Avenue NW Reconstruction Project (25-02)

ORDINANCES

- 18) Final Reading an Ordinance Authorizing the Transfer of Real Property for the Purposes of Lot Realignment to Remedy Surveying/Platting Error
 - a. Motion Authorizing Publication of a Summary of the Ordinance

NEW BUSINESS

- 19) 2026 Street Renewal - Consider Resolution Ordering Feasibility Report - City Project 26-01
- 20) Bemidji Rail Corridor Soil Clean-up Project - Consider Award of Bid - City Project 25-05

COUNCIL COMMITTEE REPORTS

CLOSED MEETING

Consider Potential Closed Session Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) to discuss pending litigation with Northern Township concerning consolidated boundary adjustment petitions, File Numbers OAH 71-0330-40846 and OAH 71-0330-40869.

REOPEN MEETING

UPCOMING MEETINGS

- 21) October 27, 2025 (5:30 pm) - Work Session (2024 Financial Year end Review)
November 3, 2025 (6:00 pm) - Council Meeting
November 10, 2025 (5:30 pm) - Planning Board
November 17, 2025 (6:00 pm) - Council Meeting

ADJOURN

MEMBER ATTENDING REMOTELY

COUNCILMEMBER EATON WILL BE ATTENDING VIA WEBEX UNDER THE AUTHORITY OF MINNESOTA STATUTES SECTION 13D.02 MEMBERS OF THE PUBLIC MAY MONITOR THE MEETING BY ACCESSING THE REMOTE MEETING LINK ON THE CITY WEBSITE
<https://bemidjmn.portal.civicclerk.com/>

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Work Session – September 8, 2025

DRAFT

Pursuant to due call and notice, a special meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, September 8, 2025 at 5:30 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

Upon roll call, the following Councilmembers were declared present: Prince, Fiskevold Gould (5:33), Peterson, Dickinson, Rivera, Eaton, Thayer.

Present: Rich Spiczka, Sam Anderson, Mike Mastin, David LaZella, Marcia Larson, Donna Coe, Justin Sherwood, Michelle Miller

2026 Financial Management Plan

The introduction to the financial management plan outlined the process for setting the 2026 preliminary levy, which serves as a ceiling for the city's tax rate and must be set in September, with the final levy determined in December. The 2025 levy was \$8.45 million, a 4.7% increase over 2024. This year, the city faces several uncertainties, including unresolved storm-related costs, minimal growth in net tax capacity, pending health insurance renewal rates, the implementation of Minnesota paid family leave, deferred maintenance due to storm cleanup, and unknown impacts from incorporation and annexation. Staff emphasized the need for council input to determine a comfortable preliminary levy range, given these variables and the city's financial context.

The levy discussion centered on determining an appropriate preliminary levy percentage for 2026, given significant financial uncertainties. Councilmembers discussed the merits of setting a higher preliminary levy (7.5% or 8%) to provide flexibility as more information becomes available, versus keeping it lower (2.5% to 5%) to minimize the immediate impact on taxpayers, especially given anticipated increases in costs due to recent storms.

Key points included:

- The need to replenish reserves after storm-related expenses.
- The impact of the preliminary levy on estimated tax statements and public perception.
- The importance of understanding what different levy percentages would fund or leave unfunded.
- The possibility of using liquor store reserves and land sales to help fill budget gaps.

Staff were provided information to bring back a proposed "box" or range for the preliminary levy that reflects the council's discussion; provide comparisons to other cities of similar size and their preliminary levy approaches; and provide updated information on known costs and revenue impacts once available.

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 6:30 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – September 15, 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, September 15, 2025, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Pro Tem Rivera presiding.

Upon roll call, the following Councilmembers were declared present: Prince (WebEx-Out of Town), Fiskevold Gould, Peterson, Dickinson, Rivera, Eaton, Thayer.

Staff Present: City Manager Rich Spiczka, City Engineer Sam Anderson, Finance Director Donna Coe, Fire Chief Justin Sherwood, Assistant Planner Melissa Fahrenbruch, City Clerk Michelle Miller

AMENDMENTS TO AGENDA

Mayor Pro Tem Rivera called for any amendments to the agenda. Prince requested that the Appointment of Ashton Loebs to the Heritage Preservation Commission be added as to a Consent Agenda #2. **Motion by Thayer, seconded by Eaton, approving the agenda as amended. Motion carried by the following roll call vote: Yeas: Peterson, Thayer, Fiskevold Gould, Prince, Rivera, Eaton, Dickinson.**

MINUTES

The following minutes were presented for approval:

August 18, 2025 BEDA Meeting
August 18, 2025 Council Meeting

Motion by Eaton, seconded by Thayer to approve the minutes as presented. Motion carried by the following roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Eaton, Fiskevold Gould, Peterson.

CONSENT AGENDA #1

Mayor Pro Tem Rivera called for any amendments to be made to Consent Agenda. Staff requested that the approval of commercial refrigerators be added to the existing suite Sanford Center CIP request (renamed to approve suite upgrades) and change order no. 1 for Herzog Roofing for Sanford Center be added. The following Consent Agenda items were presented for approval.

Motion by Eaton, seconded by Thayer, to approve Consent Agenda #1 as follows:

1. Claims Submitted by Finance Officer in the Amount Of \$2,352,759.07
2. Claims Submitted by ASM Global for the Sanford Center in the Amount of \$45,483.91
3. 2025 Business License Approvals
4. Approve Special Event Permit for Bemidji Fall Classic (September 28)
5. Approve Special Event Permit for BSU Homecoming Street Dance (October 4)
6. Approve Special Event Permit for Fire Department Open House (October 11)
7. **RESOLUTION NO. 6643:** Approving Temporary Off Premises Liquor Permits for the 2025 BSU Homecoming Street Dance
8. **RESOLUTION NO. 6644:** Authorizing Grant Agreement with MN Dept of Public Safety for Traffic Safety Enforcement Projects
9. **RESOLUTION NO. 6645:** Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessment Rolls, and Establishing a Date for Public Hearing for City Project 25-01

10. **RESOLUTION NO. 6646:** Declaring Costs to be Assessed, Ordering Preparation of Proposed Assessment Rolls, and Establishing a Date for Public Hearing for City Project 25-02
11. **RESOLUTION NO. 6647:** Establishing Charge(s) for Connection to Sanitary Sewer and Water Utility Facilities for Proposed North Lake Bemidji Utility Extension Project
12. Approve Submission to MN DNR ReLeaf Community Forestry Grants
13. Approve Quote for Tree Trimming/Pruning to Wood Chucks Tree Service (\$56,000)
14. Approve Quote for Tree Trimming/Pruning to Jake's Stump Grinding (\$50,000)
15. Approve Suite Upgrades from Sanford Center CIP
16. Approve Change Order No. 1 for Herzog Roofing for Sanford Center (\$62,500)
17. Approve MOU with Beltrami County for Tactical Medical Support
18. Approve Professional Services Amendment for Loucks Engineering - Bemidji Rail Corridor Project - City Project 25-05
19. Approve Lease Agreement with Bemidji Indoor Sports Commission
20. Approve Council Travel Authorization-2025 CGMC Fall Conference (Grand Rapids), November 12-14-Prince, Thayer, Eaton

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

CONSENT AGENDA #2

Mayor Pro Tem Rivera called for any items to be pulled from consent agenda #2. The following Consent Agenda item was presented for approval. **Motion by Prince, seconded by Dickinson, approving Consent Agenda #2 as follows:**

1. Approve Appointment of Ashton Loeb to the Heritage Preservation Commission

Motion carried by the following roll call vote: Yeas: Dickinson, Fiskevold Gould, Prince, Eaton, Thayer, Rivera. Abstain: Peterson due to him being related to the applicant.

CITIZENS WITH BUSINESS NOT ON AGENDA

- Linda Lemmer, 155 Gemmel Ave, addressed the city council about ongoing graffiti on the historic Nymore Bridge. She emphasized that graffiti is not harmless, as it damages the historic structure and poses environmental risks during removal, such as solvents potentially entering the Mississippi River. Linda requested the council consider installing a trail camera to identify those responsible and require them to pay for graffiti removal.

REPORT – HOUSING STUDY

Sandy Hennum and Rhonda Walters from HRDC presented the results of a comprehensive housing study for Bemidji. The study aimed to analyze the community's housing situation, including demographics, income trends, housing conditions, and market demands. The process involved community engagement through surveys and 13 stakeholder meetings, resulting in 408 coded pieces of feedback to identify trends and priorities.

Key findings included:

- Strong median income growth in Bemidji, but housing costs (rents and home prices) have also risen, often outpacing income gains.
- Over 50% of residents are renters, and there is a need to better understand the breakdown between those who wish to rent versus buy.
- Housing affordability remains a challenge, with many residents paying a high percentage of their income for housing.
- Construction costs are a significant barrier to new housing development, and solutions may require state-level support or creative local strategies.

Recommendations and next steps:

- Continue collaboration between the city, county, and other stakeholders.

- Participate in an upcoming housing summit in December.
- Use the study as a foundation for ongoing evaluation, policy development, and targeted action to address housing needs.
- Consider innovative solutions such as increasing housing density, reducing parking requirements, and exploring alternative construction methods.

The presenters emphasized that the study is a starting point for ongoing community conversation and action to improve housing affordability and availability in Bemidji.

Council discussion and feedback:

- Noted the significant increase in median income within city limits but questioned how this reconciles with ongoing housing affordability challenges. They sought clarification on whether rising incomes were keeping pace with rent and mortgage costs and requested more detailed data on housing costs and income ratios.
- Highlighted increasing construction costs as a major barrier to new housing development. They discussed the need for creative solutions, possibly at the state level, to reduce these costs and make new housing more feasible.
- Inquired about the survey methodology, response rates, and whether the study captured the perspectives of key groups, such as renters, the unhoused, veterans, and students. They expressed interest in more granular data, such as how many renters aspire to homeownership.
- Inquired about the reported rental vacancy rate (5.5%), with questions about how vacancies are defined and whether the rate includes uninhabitable or owner-held vacant properties. Councilmembers suggested refining this data for future planning and funding applications.
- Councilmembers supported exploring diverse housing options, such as accessory dwelling units and increased density, and discussed the importance of code reform and infrastructure readiness to support new development.
- Councilmembers emphasized the importance of ongoing collaboration with county and regional partners, continued data collection, and community engagement. They expressed interest in participating in the upcoming housing summit and using the study as a foundation for future policy and action.

NEW BUSINESS

Consider Resolution Approving Agreement Between the City and UFCW 1189, Liquor Store for 2025-2027

Contracts have been negotiated and approved by the unions for the Liquor Store and Fire. The goal of changes for these contracts included:

- *Work towards creating a consistent contribution to the Cafeteria plan for all City employees.
- *Create an environment that provides competitive packages to recruit and retain staff.
- *To assure we are in the same marketplace as other public employers to maintain staffing.
- *To be responsive to market conditions and provide terms that assure quality public services.

RESOLUTION NO. 6648: Approving Agreement Between the City and UFCW 1189, Liquor Store for 2025-2027 was offered by Councilmember Fiskevold Gould, who moved its adoption, and upon due second by Councilmember Eaton passed by the following roll call vote: Yeas: Rivera, Peterson, Dickinson, Fiskevold Gould, Thayer, Prince, Eaton.

Consider Resolution Approving Agreement Between the City and Uniformed Firefighters, Local 2302 for 2025-2027

Contracts have been negotiated and approved by the unions for the Liquor Store and Fire. The goal of changes for these contracts included:

- *Work towards creating a consistent contribution to the Cafeteria plan for all City employees.

- *Create an environment that provides competitive packages to recruit and retain staff.
- *To assure we are in the same marketplace as other public employers to maintain staffing.
- *To be responsive to market conditions and provide terms that assure quality public services.

RESOLUTION NO. 6649: Approving Agreement Between the City and Uniformed Firefighters, Local 2302 for 2022-2027 was offered by Councilmember Peterson, who moved its adoption, and upon due second by Councilmember Fiskevold Gould passed by the following roll call vote: Yeas: Thayer, Dickinson, Eaton, Rivera, Fiskevold Gould, Peterson, Prince.

COUNCIL COMMITTEE UPDATES

- Councilmember Dickinson had no report.
- Councilmember Eaton reported on several upcoming and recent meetings, including the Airport Authority, KRSL Board (with a focus on the 2024 audit), and the City Library Board, which will not meet due to members attending a county board meeting.
- Councilmember Thayer attended the Downtown Business Alliance meeting (discussed financials, upcoming events, parking issues, and restaurant week), the Sustainability Committee (bylaws, tree inventory, planning engagement, and upcoming EV car show), and the Headwaters Regional Development Commission.
- Councilmember Peterson attended the Fire Relief Association meeting (discussed upcoming open house and dinner, annual audit, retirement requests, and bylaw amendments).
- Councilmember Fiskevold Gould attended the Parks and Recreation Commission meeting, where restructuring and committee roles were discussed.
- Mayor Prince attended a League of Minnesota Cities Insurance Trust board meeting (noted expanded coverages), a Sanford Center press conference, and provided radio updates.
- Councilmember Rivera reported on the Public Arts Commission (reviewed mural restoration, kiosk projects, a collaboration with the Downtown Business Alliance), and mentioned upcoming HRA Board activities, including screening applicants for a new director.

Mayor Pro Tem Rivera called for a brief recess at 7:20 p.m. The meeting reconvened at 7:26 p.m. with all members present.

CLOSED MEETING

Mayor Pro Tem Rivera stated that council will need to discuss in closed session for pending litigation, pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) 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. 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:

- The City Council and legal counsel need to have a candid and open discussion of strategic considerations regarding the pending litigation.
- The only business to be discussed in the closed session is the pending litigation.
- An open session would be detrimental because it may take place in the presence of individuals or parties involved in the litigation and thereby divulge legal strategy that may be detrimental to the interests of the City and taxpayers.
- A closed session would benefit the public because the ultimate outcome of the threatened litigation may impact the finances, operations, future growth, services, economic development, and rights of the City.

Motion by Eaton, seconded by Dickinson to close the meeting pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) regarding 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. Motion carried by the following roll call vote: Yeas: Fiskevold Gould, Eaton, Rivera, Peterson, Prince, Dickinson, Thayer. Meeting closed at 7:29 p.m.

Those in attendance: Rich Spiczka, Sam Anderson, Robert Kringler, Chad Arnesen, and Michelle Miller. Councilmember Thayer left the meeting at 8:15 p.m.

REOPEN MEETING

Having completed their business in closed meeting, Mayor Pro Tem Rivera reopened the City Council meeting at 8:24 p.m.

UPCOMING MEETINGS

- September 22 (5:30 pm) – Work Session
- September 29 (5:30 pm) – Work Session (if necessary)
- October 6 (6:00 pm) – Council Meeting

ADJOURN

There being no further business, motion by Fiskevold Gould, seconded by Dickinson, to adjourn the meeting. Motion carried by the following roll call vote: Yeas: Peterson, Fiskevold Gould, Prince, Rivera, Eaton, Dickinson. Absent: Thayer. Meeting adjourned at 8:25 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

Bill List Summary

October 20th, 2025

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
43628 - 43743	See Attached List	<u>1,871,213.36</u> \$1,871,213.36
	TOTAL	\$ 1,871,213.36

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 10/15/2025 - 1:18PM
Warrant Request Date: 10/21/2025
DAC Fund:



Batch: 00421.10.2025

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Acme Tools-Bemidji	000043628	155.38
2	Advanced Eng.& Environ.Serv., Inc.	000000000	10,243.32
3	American Engineering Testing, Inc.	000043629	11,137.50
4	American Test Center	000043630	3,612.00
5	Artisan Beer Company	000043631	771.88
6	Arvig	000043632	472.00
7	Auto Value Bemidji	000043633	319.32
8	Barr Engineering Company	000043634	32,977.70
9	Bellboy Corporation	000000000	2,726.92
10	Beltrami County Auditor/Treasurer	000043635	449.31
11	Beltrami County Dare Advisory	000000000	828.28
12	Beltrami County Recorder	000043636	71.05
13	Beltrami Electric Coop	000043637	1,195.04
14	Bemidji Coca-Cola Bottling Co, Inc	000043638	788.85
15	Bemidji Community Arena	000043639	8,400.00
16	Bemidji Coop Ass'n, Inc.	000043640	121.09
17	Bemidji Paper Sales, Inc.	000043641	1,786.89
18	Bemidji Veterinary Hosp.	000043642	297.19
19	Bernard,Derek	000000000	732.51
20	Bernick's	000000000	26,776.75
21	Bessler Electric	000000000	2,290.93
22	Bluefin Payment Systems	000000000	3,416.37
23	BNSF Railway Company - ACH	000000000	81,500.00
24	Bolton & Menk, Inc.	000043643	39,260.50
25	Bowman & Sons Inc	000043644	13,100.00
26	Boyer Mechanical Services	000000000	943.29
27	Braun Intertec Corporation	000000000	6,942.50
28	Breakthru Beverage Minnesota Beer, LLC	000043645	1,010.15
29	Breakthru Beverage Minnesota Wine & Spirits, LLC	000043646	8,078.82
30	Carquest Auto Parts-Bemidji	000043647	70.08
31	Cascade Engineering	000043648	31,271.00
32	City of Bemidji - ACH	000000000	9,530.93
33	Colby,Aaron	000043649	20.00
34	ComplianceGo, LLC	000043650	600.00
35	Coons,Josh	000000000	30.00
36	Core & Main	000043651	4,846.36
37	CSG Forte Payments, Inc.	000000000	296.04
38	Culligan	000043652	290.85
39	Dahlheimer Beverage Brainerd	000000000	3,217.25
40	Dick's Plumbing & Heating, Inc	000043653	285.00
41	D-S Beverages	000043654	46,302.20
42	EAPC Architects Engineers	000043655	673.00
43	Ellingson Plumbing, Heating, A/C & Electrical	000043656	11,773.75
44	Enterprise UAS, LLC	000043657	10,184.90

Page Total: \$379,796.90

Line	Claimant	Voucher No.	Amount
45	Fastenal Company	000043658	153.41
46	Ferguson Waterworks #2516	000043659	4,440.00
47	Flaherty & Hood, P. A.	000043660	175,147.51
48	FleetPride, Inc.	000043661	207.56
49	Flexible Pipe Tool Company	000000000	49.65
50	Forestedge Winery	000000000	1,656.00
51	Forum Communications Company	000000000	290.00
52	GFL Environmental Services USA, LLC	000043662	1,838.50
53	Goodhue County Sheriff	000043663	75.00
54	Gopher State One-Call	000000000	758.40
55	Graham,Greg	000000000	90.01
56	Granite City Armored Car, Inc.	000043664	799.50
57	Gregg's Plumbing & Heating	000043665	27,819.00
58	Guardian Pest Control, Inc	000043666	64.60
59	HBI Radio Bemidji	000043667	334.80
60	HM Cragg Critical Power	000043668	990.00
61	Home City Ice Co.	000043669	421.50
62	Icon Architectural Group	000043670	520.00
63	Ink Spot Press	000043671	277.45
64	Intergrated Process Solutions, Inc.	000043672	2,937.50
65	Ironhide Equipment, Inc.	000000000	493.80
66	Jim Hirt Trucking, Inc	000043673	1,756.48
67	Joe's Northwoods Pest Control	000043674	160.00
68	Johnson Bros., Inc.	000043675	36,942.55
69	Juntila,Kyle	000000000	179.24
70	Keller Fence Company-North, Inc	000043676	3,375.72
71	Kimley-Horn & Associates, Inc.	000000000	11,584.46
72	KKWB-FM DE LA HUNT MEDIA	000043677	200.00
73	L & M Supply, Inc.	000043678	75.71
74	Larry's Machine Shop	000043679	131.35
75	League of MN Insurance Trust	000043680	3,694.13
76	Leffelman,Michelle	000000000	38.00
77	LePier Shoreline & Outdoors Inc.	000043681	800.00
78	Little,Amber	000000000	186.83
79	Marco Technologies LLC	000043682	193.68
80	Marco, Inc.	000000000	1,082.71
81	Maverick Beverage Company	000043683	1,893.50
82	MCFOA	000043684	55.00
83	McKinnon Co., Inc.	000043685	14,128.59
84	Menards-Bemidji	000043686	559.78
85	Milk and Honey Ciders	000043687	498.00
86	Miller, McDonald, Inc.	000043688	17,475.00
87	MN Bureau Criminal Apprehension	000043689	1,200.00
88	MN Bureau of Criminal Apprehension	000043690	15.00
89	MN Bureau of Criminal Apprehension	000043694	15.00
90	MN Bureau of Criminal Apprehension	000043692	15.00
91	MN Bureau of Criminal Apprehension	000043695	15.00
92	MN Bureau of Criminal Apprehension	000043693	32.00
93	MN Bureau of Criminal Apprehension	000043691	32.00
94	MN Dept of Health-	000043696	46.00
95	MN Dept of Labor & Industry	000043697	145.00
96	MN Dept of Revenue ACH	000000000	82,716.00
97	MN Valley Testing Lab, Inc.	000000000	400.40
98	MoeCo Fire & Safety	000043698	43.74
99	Mrizek,Tim	000043699	5,000.00
100	NAPA Auto Parts/Premier	000043700	782.76
101	Naylor Heating & Refrigeration, LLC	000000000	183,866.56

Page Total: \$588,699.38

Line	Claimant	Voucher No.	Amount
102	NCL of Wisconsin, Inc	000000000	71.20
103	Nei Bottling, Inc.	000043701	427.75
104	NewEra4k	000043702	2,150.00
105	Northern Paving Inc.	000043703	1,689.80
106	Northland Fire Protection	000043704	1,110.00
107	NW Tire, Incorporated	000043705	831.21
108	Otter Tail Power Company	000043706	1,681.00
109	Paustis & Sons	000043707	6,316.00
110	Peterson Sheet Metal, Inc.	000000000	2,166.00
111	Phillips Wine & Spirits	000043708	31,722.41
112	Polk County Solid Waste	000043709	984.40
113	Port-Able John Rental & Service	000000000	2,460.00
114	Portable Welding	000043710	1,050.00
115	Quadient Leasing	000043711	177.51
116	Rice Lake Construction Group	000043712	443,167.04
117	Richards Publishing Company	000043713	60.00
118	RIHM Kenworth	000043714	289.44
119	RMB Environmental Laboratories, Inc.	000043715	1,334.49
120	Roger's Two Way Radio, Inc.	000043716	5,137.42
121	Rohde's Feed and Garden, Inc.	000043717	228.50
122	Ross Lewis Sign Co.	000043718	115.00
123	Rudy's Repair	000043719	380.00
124	Sanford Center	000043720	4,000.00
125	Sanford Health Occupational Med.	000043721	1,461.00
126	Sanitation Products Inc.	000043722	1,899.80
127	Schermerhorn, Guy	000000000	150.00
128	Seaberg, Daniel	000000000	84.00
129	SERVPRO of Edina/Eden Prairie	000000000	47,526.45
130	Short Elliott Hendrickson, Inc.	000043723	39,908.45
131	Sir Lines-A-Lot	000043724	9,800.29
132	Small Lot MN	000043725	1,204.92
133	Soldo Consulting, P.C.	000043726	7,130.35
134	Southern Glazer's of MN	000043727	25,027.43
135	Southside Tow & Rec, Inc	000043728	872.94
136	Sparky's Construction, Inc.	000043729	3,350.00
137	Springbrook Software LLC	000000000	5,340.00
138	Streicher's	000043730	649.89
139	Sunbelt Rentals, Inc.	000043731	44,348.25
140	T & K Outdoors, Inc.	000043732	3,138.90
141	The Wine Company	000043733	1,016.25
142	Thomson Reuters-West	000043734	1,028.45
143	Town Law Center PLLP	000043735	150.50
144	U.S. Postal Service	000043736	370.00
145	Up North Canvas Company	000043737	525.00
146	UPS Store	000043738	15.10
147	US Bank Merchant Billing	000000000	651.26
148	Valvoline Instant Oil Change	000043739	61.74
149	Vessco, Inc.	000000000	1,533.68
150	Vestis	000043740	11,482.44
151	Vinocopia, Inc.	000000000	3,745.14
152	Visu-Sewer, Inc.	000043741	123,955.00
153	Wells Fargo.Business Track	000000000	3,009.93
154	Wells Fargo-ACH	000000000	32,086.78
155	Wes Plumbing & Heating	000043742	23,007.46
156	Wine Merchants	000043743	307.50
157	Ziegler, Inc.	000000000	329.01

Page Total: \$902,717.08

Line	Claimant	Voucher No.	Amount
Page Total:			\$0.00
Grand Total:			\$1,871,213.36

**Sanford Center
Cash Requirements
As of Oct 21, 2025**

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

Vendor	Description	Date	Amount Due
Ace on the Lake	Operating Supplies	10/8/25	<u>10.83</u>
ASM Global	October IT Fees	10/2/25	1,162.50
ASM Global	Finance Support	10/7/25	5,250.00
ASM Global	October Management Fee	10/10/25	<u>10,609.00</u>
ASM Global	ASM Global		<u>17,021.50</u>
Bemidji Boys Golf	NPO Payment	10/10/25	<u>626.81</u>
Bemidji Coca-Cola Company	Inventory - Beverage	10/3/25	1,520.38
Bemidji Coca-Cola Company	Inventory - Beverage	10/10/25	2,940.89
Bemidji Coca-Cola Company	Inventory - Beverage	10/13/25	<u>137.32</u>
Bemidji Coca-Cola Company	Bemidji Coca-Cola Company		<u>4,598.59</u>
Bernick's	Inventory - Beer	10/10/25	<u>1,866.20</u>
Bridgepay Network Solutions	Merchant Gateway Fee	10/6/25	<u>19.95</u>
Bemidji State University	NPO Payment	10/10/25	<u>593.58</u>
Carbonhouse	Website Host	10/1/25	<u>700.00</u>
Central McGowan Inc	F&B CO2	9/30/25	209.95
Central McGowan Inc	F&B CO2	9/30/25	55.06
Central McGowan Inc	Propane Fuel	10/10/25	<u>232.73</u>
Central McGowan Inc	Central McGowan Inc		<u>497.74</u>
City of Bemidji	Utility - Water & Sewer	9/30/25	<u>5,977.51</u>
D-S Beverages Inc	Inventory - Beer	10/1/25	496.00
D-S Beverages Inc	CM: Inventory - Beer	10/9/25	-185.60
D-S Beverages Inc	Inventory - Beer	10/9/25	<u>1,836.00</u>
D-S Beverages Inc	D-S Beverages Inc		<u>2,146.40</u>
Dacotah Paper Co	Inventory - F&B Paper/Plastic	10/8/25	56.57
Dacotah Paper Co	Inventory - F&B Paper/Plastic	10/8/25	112.35
Dacotah Paper Co	Inventory - F&B Paper/Plastic	10/10/25	<u>891.68</u>
Dacotah Paper Co	Dacotah Paper Co		<u>1,060.60</u>
Fusion Competition Booster Club	NPO Payment	10/10/25	<u>713.75</u>
Grainger	Storm - Water Heater for Club Bar	10/2/25	<u>2,958.92</u>

**Sanford Center
Cash Requirements
As of Oct 21, 2025**

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

Vendor	Description	Date	Amount Due
Guardian Pest Solutions	Pest Control	10/14/25	299.11
Hard Target, Inc.	Contracted Security & EMS Reimbursable	10/1/25	933.75
Joe's Northwoods Pest Control	Pest Control	9/30/25	542.50
Ken-Rich Enterprises, Inc	Inventory - Food	10/8/25	832.00
Luekens Village Foods - North	Inventory - Food	9/13/25	112.17
Luekens Village Foods - North	Inventory - Food	10/10/25	8.76
Luekens Village Foods - North	Inventory - Food	10/14/25	206.51
Luekens Village Foods - North	Luekens Village Foods - North		327.44
Luekens Village Foods - South	Inventory - Food	10/2/25	36.44
Luekens Village Foods - South	Inventory - Food	10/10/25	13.06
Luekens Village Foods - South	Inventory - Food	10/14/25	19.19
Luekens Village Foods - South	Inventory - Food	10/14/25	39.06
Luekens Village Foods - South	Luekens Village Foods - South		107.75
Marco Technologies LLC	Copier/Printer Rental	10/8/25	440.14
Marsh USA LLC	General Liability Insurance	10/2/25	4,806.00
Marsh USA LLC	Workers Com Insurance	10/3/25	2,336.00
Marsh USA LLC	Marsh USA LLC		7,142.00
McKinnon Company Inc	Inventory - Beer	10/10/25	3,389.85
Menards Commerical	Operating Supplies	10/9/25	119.47
Total Tap Services	Kegeator Maintenance	10/3/25	90.00
NLFX Professional	Contracted AV Reimbursable	10/8/25	547.50
NLFX Professional	Contracted AV Reimbursable	10/13/25	360.00
NLFX Professional	NLFX Professional		907.50
Nordic Ski Team	NPO Payment	10/3/25	464.45
Dennis A. Noska	HVAC Maintenance	9/25/25	250.00
Paustis Wine Company	Inventory - Wine	10/2/25	370.00
Performance Food Group	Inventory - Food	10/2/25	1,148.92
Performance Food Group	Inventory - Food	10/3/25	2,563.43
Performance Food Group	CM: Inventory - Food	10/4/25	-118.77

**Sanford Center
Cash Requirements
As of Oct 21, 2025**

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

Vendor	Description	Date	Amount Due
Performance Food Group	Inventory - Food	10/6/25	1,283.52
Performance Food Group	CM: Inventory - Food	10/7/25	-288.32
Performance Food Group	CM: Inventory - Food	10/7/25	-131.35
Performance Food Group	Inventory - Food	10/8/25	3,015.64
Performance Food Group	Inventory - Food	10/9/25	21.78
Performance Food Group	Inventory - Food	10/9/25	2,260.69
Performance Food Group	Inventory - Food	10/10/25	162.13
Performance Food Group	Inventory - Food	10/13/25	1,371.01
Performance Food Group	Performance Food Group		11,288.68
Sandstrom's Inc	Inventory - Food	10/3/25	1,138.43
Southern Glazer's of MN	Inventory - Wine	10/2/25	592.00
Southern Glazer's of MN	Inventory - Wine & Liquor	10/9/25	3,159.22
Southern Glazer's of MN	Southern Glazer's of MN		3,751.22
Sysco Western Minnesota, Inc	Inventory - Food	10/2/25	1,257.44
T&K Outdoors, Inc	Storage Container Rent	10/14/25	100.00
The Home Depot Pro	Operating Supplies	10/14/25	367.07
Vestis Group, Inc	Laundry and Linen	10/2/25	147.52
Vestis Group, Inc	Laundry and Linen	10/6/25	240.80
Vestis Group, Inc	Laundry and Linen	10/9/25	147.52
Vestis Group, Inc	Vestis Group, Inc		535.84
WM Corporate Services, Inc	Utility - Trash Removal	10/1/25	812.35
			74,259.37

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025
Action Requested: 2025 Business License Approvals
Prepared By: Michelle Miller, City Clerk

Background:

The following have submitted application(s) and paid the applicable fee(s):

Massage Therapist, \$120.00

LING LING DONG, 2219 PAUL BUNYAN DR NW STE 9

RUI QIN JIN, 2219 PAUL BUNYAN DR NW STE 9

Recommendation:

Approve 2025 Business License Submissions.

BUSINESS LICENSES APPROVALS - 2026

Type of License	Business Name	Business Location	Fee Paid
Cigarette/Tobacco Products			
	CENEX NORTH	515 ANNE STREET NW	\$85.00
	LUEKEN'S FOOD & FUEL	2409 HANNAH AVE NW	\$85.00
	LUEKEN'S VILLAGE FOODS NORTH	1171 PAUL BUNYAN DR NW	\$85.00
	LUEKEN'S VILLAGE FOODS SOUTH	609 WASHINGTON AVE S	\$85.00
	NORTHDAL OIL	2202 DIVISION ST W	\$85.00
	NORTHERN OFF SALE LIQUOR	3324 BEMIDJI AVENUE N	\$85.00
	PETRO SERVE USA #057	2470 PAUL BUNYAN DR NW	\$85.00
	SIMONSON MARKET	1820 PAUL BUNYAN DR NW	\$85.00
	SMOKES 4 LESS	550 PAUL BUNYAN DR NW	\$85.00
Commercial Solid Waste Collection			
	AMERICAN DISPOSAL	WITHIN BEMIDJI CITY LIMITS 2025 Freightliner	\$350.00
Fuel Plant/Bulk Storage (>25,000 gal)			
	BEMIDJI AVIATION SERVICES	4125 HANGAR DR NW Large	\$95.00
Gas Station (per pump)			
	CENEX NORTH	515 ANNE STREET NW 5 multi pumps	\$175.00
	KENNY'S CLARK & GOODYEAR	423 BEMIDJI AVE N 4 multi pumps	\$140.00

Type of License	Business Name	Business Location	Fee Paid
	LUEKEN'S FOOD & FUEL	2409 HANNAH AVE NW	\$280.00
	NORTHDAL OIL	2202 DIVISION ST W 4 multi pumps	\$140.00
	PETRO SERVE USA #057	2470 PAUL BUNYAN DR NW 16 multi pumps	\$560.00
	SIMONSON MARKET	1820 PAUL BUNYAN DR NW 5 multi pumps	\$175.00
Hotel/Motel	4TH STREET LOFTS, LLC	116 4TH ST NW	\$65.00
	BEMIDJI COUNTRY INN & SUITES	927 LAKE SHORE DR NE	\$65.00
	THE HOTEL BEMIDJI, ATTN: GENERAL M	2422 RIDGEWAY AVE NW	\$65.00
Massage Establishment	THERAPEUTIC BODYWORK	201 3RD STREET NW, SUITE 275 Selena Galdamez	\$120.00
Massage Therapist	SELENA WILLE GALDAMEZ	201 3RD STREET NW, SUITE 275 Therapuetic Bodywork	\$85.00
Pawnbroker	IDEAL PAWN	265 PAUL BUNYAN DRIVE NW	\$185.00
	MOTOR CITY PAWN LLC	1685 PAUL BUNYAN DR NW	\$185.00
Photographer	IMAGE PHOTOGRAPHY & FRAMING, INC.	1305 BEMIDJI AVE N	\$40.00
Plumber	HILL'S PLUMBING & HEATING	WITHIN BEMIDJI CITY LIMITS PM065340	\$95.00

Type of License	Business Name	Business Location	Fee Paid
	REIERSON CONSTRUCTION INC.	WITHIN BEMIDJI CITY LIMITS PM058780	\$95.00
	WAGNER PLUMBING & HEATING, INC.	WITHIN BEMIDJI CITY LIMITS PM012476	\$95.00
Precious Metal Dealer			
	BOOKS N MORE	221 3RD STREET NW	\$0.00
Restaurant/Food Service			
	ARBY'S #8020	2312 TRUSTAR AVE NW	\$35.00
	BIG APPLE BAGELS	1710 PAUL BUNYAN DR NW	\$35.00
	CARIBOU COFFEE #1138	2219 PAUL BUNYAN DR NW, SUITE	\$35.00
	CARIBOU COFFEE #1493	100 PAUL BUNYAN DR NW	\$35.00
	CENEX NORTH	515 ANNE STREET NW	\$35.00
	DAIRY QUEEN "LAKESIDE"	700 PAUL BUNYAN DR S	\$35.00
	DIRTY DOUGH	WITHIN BEMIDJI CITY LIMITS MOBILE VENDOR	\$35.00
	DOMINO'S	701 PAUL BUNYAN DR NW	\$35.00
	ERBERT & GERBERT'S	1500 BEMIDJI AVE N SUITE 100	\$35.00
	HARMONY NATURAL FOOD COOP	302 IRVINE AVENUE NW	\$35.00
	LUEKEN'S VILLAGE FOODS NORTH	1171 PAUL BUNYAN DR NW	\$35.00
	LUEKEN'S VILLAGE FOODS SOUTH	609 WASHINGTON AVE S	\$35.00

Type of License	Business Name	Business Location	Fee Paid
	MI RANCHO	677 ANNE ST NW STE A	\$35.00
	MI TAQUERIA	677 ANNE ST NW STE A	\$35.00
	MILLER CONCESSIONS	WITHIN BEMIDJI CITY LIMITS	\$35.00
	MINNESOTA NICE CAFÉ, INC.	315 IRVINE AVENUE NW	\$35.00
	NEW CHINA	412 BELTRAMI AVE NW	\$35.00
	NORTHDAL OIL	2202 DIVISION ST W	\$35.00
	PERKINS FAMILY RESTAURANT	1120 PAUL BUNYAN DR NW	\$35.00
	PETRO SERVE USA #057	2470 PAUL BUNYAN DR NW	\$35.00
	PIZZA HUT #39340	509 PAUL BUNYAN DR NW	\$35.00
	QDOBA MEXICAN GRILL	1000 PAUL BUNYAN DR S	\$35.00
	RAPHAEL'S BAKERY	319 MINNESOTA AVE NW	\$35.00
	SEVEN BREW	1709 PAUL BUNYAN DR NW	\$35.00
	SIMONSON MARKET	1820 PAUL BUNYAN DR NW	\$35.00
	SPARKLING WATERS	824 PAUL BUNYAN DR S	\$35.00
	SUBWAY 37272	2025 PAUL BUNYAN DR NW	\$35.00
	TACO BELL #15843	515 PAUL BUNYAN DR NW	\$35.00

Type of License	Business Name	Business Location	Fee Paid
	THE JAVA SHACK AND SNACKS	WITHIN BEMIDJI CITY LIMITS MOBILE VENDOR	\$35.00
	WALMART SUPERCENTER #3233	2025 PAUL BUNYAN DR NW	\$35.00
	WILD HARE BISTRO & COFFEEHOUSE	523 MINNESOTA AVE NW	\$35.00
Secondhand Goods Dealer	BOOKS N MORE	221 3RD STREET NW	\$95.00
Tree Service	LOFGREN LANDSCAPING & TREE SERVI	WITHIN BEMIDJI CITY LIMITS	\$65.00
	WOODCHUCK'S TREE SERVICE & LOGGI	WITHIN BEMIDJI CITY LIMITS	\$65.00
Used Car Lots	CHESTER BERG TOYOTA	705 PAUL BUNYAN DR NW	\$65.00
	MOTOR CITY PAWN LLC	1685 PAUL BUNYAN DR NW	\$65.00

Liquor, Sunday Liquor, Off Sale and Wine Licenses - 2026

BUSINESS NAME	BUSINESS OWNER	MISC	LICENSE	FEE
MI RANCHO	BLANCAS BEMIDJI INC.		Sunday Liquor	\$200.00
MI RANCHO	BLANCAS BEMIDJI INC.		Liquor	\$3,780.00
NORTHERN OFF SALE LIQUOR	HANSON'S NORTHERN SALES INC.		Off Sale Liquor	\$460.00
SPARKLING WATERS	SPARKLING WATERS BY THE BAY INC.	& OUTDOOR AREAS	Liquor	\$3,780.00

Beer License Renewals - 2026

First Reading of beer licenses per City Code Sec. 4-44(a).

Business Name	Business Owner	Alcohol	Fee Paid
4TH STREET ARCO	TOOL RENTAL, INC.	Beer - Off Sale	\$95.00
BEMIDJI CURLING CLUB	BEMIDJI CURLING CLUB, INC.	Beer - On Sale	\$295.00
BOARDWALK	STRASSBURG ENTERPRISES LLC	Beer - On Sale	\$295.00
CIRCLE K #2746104	HOLIDAY STATIONSTORES, LLC	Beer - Off Sale	\$95.00
CIRCLE K #2746565	HOLIDAY STATIONSTORES, LLC	Beer - Off Sale	\$95.00
COUNTRY KITCHEN	POXLEITNER HOSPITALITY LLC	Beer - On Sale	\$295.00
DAVE'S PIZZA	DAVE'S PIZZA OF BEMIDJI, INC.	Beer - On Sale	\$295.00
GIOVANNI'S PIZZA	GIOVANNI'S PIZZA	Beer - On Sale	\$295.00
KEITH'S PIZZA - NORTH	KEITH'S PIZZA INC.	Beer - On Sale	\$295.00
KEITH'S PIZZA - SOUTH	KEITH'S PIZZA INC.	Beer - On Sale	\$295.00
LUCKY DOGS, LLC	JULIE M. BRANDT	Beer - On Sale	\$295.00
LUEKEN'S FOOD & FUEL	LUEKEN'S FOOD STORES, INC.	Beer - Off Sale	\$95.00
LUEKEN'S VILLAGE FOODS NORTH	LUEKEN'S FOOD STORES, INC.	Beer - Off Sale	\$95.00
LUEKEN'S VILLAGE FOODS SOUTH	LUEKEN'S FOOD STORES, INC.	Beer - Off Sale	\$95.00
ORTONS BEMIDJI CENEX	ORTON MOTOR, INC.	Beer - Off Sale	\$95.00
SIMONSON MARKET	SIMONSON STATION STORES, INC.	Beer - Off Sale	\$95.00
TARA BEMIDJI	TARA BEMIDJI LLC	Beer - On Sale	\$295.00
WALMART SUPERCENTER #3233	WALMART INC.	Beer - Off Sale	\$95.00

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025

Action Requested: Approve Special Event Permit for Voyageurs Banana Walk/Run (October 23)

Prepared By: Michelle Miller, City Clerk

Background:

Voyageurs Expeditionary School has submitted an application for a Banana Walk/run Fundraiser for October 23. Staff have no concerns with the application.

Recommendation:

Approve Special Event Permit for Voyageurs Banana Walk/Run (October 23).

Bemidji
First City On The Mississippi

Applicant Information

Event Information

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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:

Set-up Time:

Clean-up Time:

Expected Daily Attendance:

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:

We will be having a one-mile walk/run fun-run. This will be used as a fundraiser for our school. This run will be open to the public. Advertising will be in-house, on our FB, IG, and website, as well as mailings home to our Voyageurs' families. The fee is \$20/person and includes the banana suit

We will do a pre-registration starting OCT 13, 2025 and/or in-person at our school through OCT 23, 2025 ,the "day-of" registration is at the school. Participant check-in on event day will be at the school, THURS, MAY 15, 3-330pm. The run will begin at 3:30pm. People who are late, can still walk/run with the walk/run ending at 430pm (estimate). We have restrooms at school for participants to use.

Voyageurs will provide prizes and food. The event walk/run will start at Voyageurs parking lot, then left onto Bemidji Ave N, turn left at 29th St NE, then return back along 29th ST NE (basically a U-turn), then right at Bemidji Ave N to finish up at the Voyageurs parking lot. We will have volunteers along the route to assist event participants and to clean-up, and return cones to Voyageurs and to Beltrami County. Additionally, we will provide our own cones to mark along the route, and mark the route with cones and assigned volunteers by 3:15pm.

The event will take place at 3:15-6pm Thursday once the school buses leave the school. We plan to have food/drinks/prizes as participants arrive from the walk/run and expect the event to end by 5pm. The 1-hour time, 5-6pm, is to finish any clean-up along the route and at school.

We will prepare food in our kitchen. We have our own cones for marking the route along the named streets. We will have amplified music in our parking lot during the event. We have a small bluetooth speaker we use for our indoor events. Parking will be in our lot and next door at AWCL if needed.

Elaine is the Voyageurs Staff Leader for this event, Ryan is Voyageurs Executive Director.

Event Features

Amplified Sound (Required):

(Select only one option)

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

- ☒ No
- ☐ Yes

List type of amplified sound:

Special Event Application



Electricity (Required):

(Select only one option)

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

☐ Yes

☒ No

Tents/Structures

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

Special Event Signs

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

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

Tents or Canopies (Required):

(Select only one option)

☐ Yes

☒ No

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

Alcohol (Select One) (Required):

(Select only one option)

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

☐ Temporary 1-4 day Intoxicating liquor license*

☐ Temporary 3.2 Percent Malt Liquor License*

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

☐ Catered Event, Licensee holding caterer's permit.

☒ No Alcohol

Special Event Application



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

Food Vendors

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

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

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

Please indicate the number of food vendors: 0

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: 0

Number of Barricades Requested: 0

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: 0

Garbage

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

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

Certificate of Insurance

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

Special Event Application



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

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

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

Street Closures

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

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

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

Are you requesting a street closure?	no
Date(s) of requested street closure:	
Street Name(s) and/or number to be closed:	
Start Time of Street Closure:	Between _____ &/To _____
End Time of Street Closure:	
Number of No Parking Signs Requested:	

Event Maps

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

Site Map

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

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

Route Map

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

Special Event Application



Detour Map

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

Vehicle Policy

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

Applicant Signature

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

Signature: Elaine O. Hardwick

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

Voyageurs Expeditionary School 3724 Bemidji Ave N

Traffic Management Plan

We will traverse the entire route within the line of PW-HD designated cones & signs.

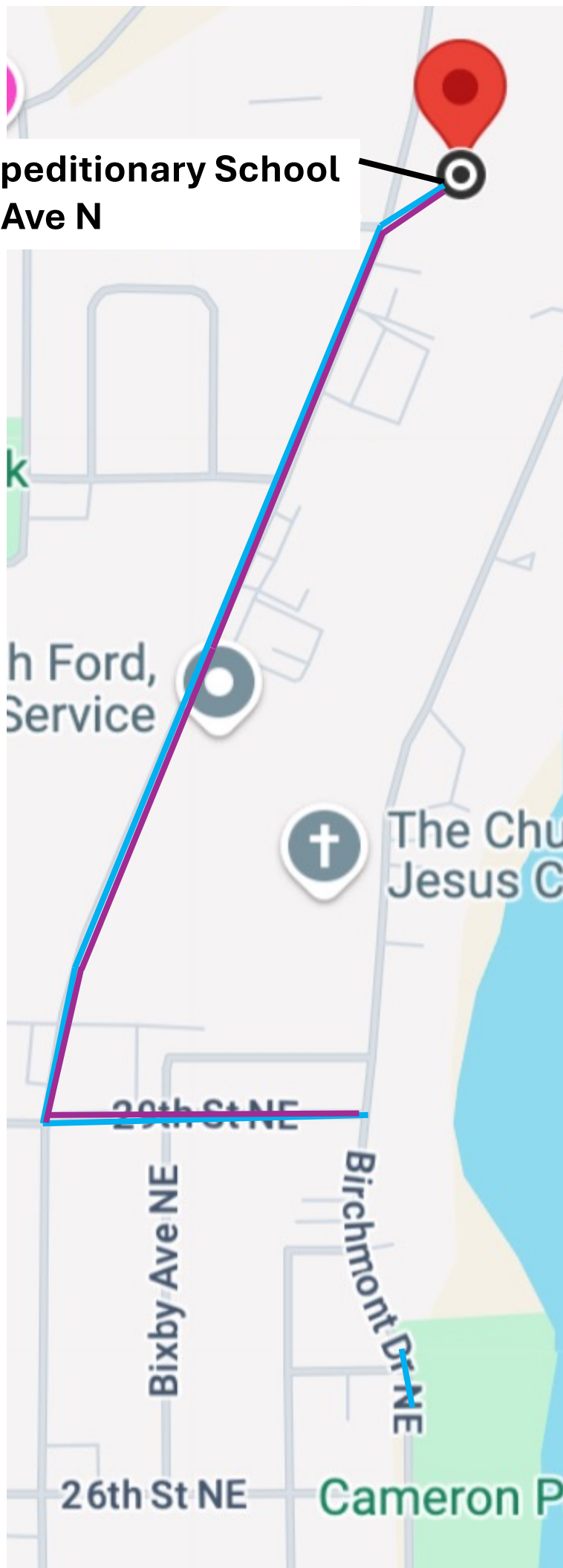
For Bemidji Ave N, we will place cones approx. every 50 ft along the white road line from Voyageurs Expeditionary School (start & end site) to 29th ST NE.

START: We will turn left and leave VES heading south (facing on-coming traffic) and run/walk on the shoulder/undeveloped area of Beltrami Ave N. Participants will stay on the grass and walk through parking lots (with permission granted in advance) if needed.

We will then turn left onto 29th St NE. and continue (east) along 29th ST NE, staying on the left-side (to see approaching traffic) and move off the street for traffic to pass us if necessary.

We will make a “U-turn” at Birchmont Dr NE, and continue along the right-side of 29th ST NE (west) to Bemidji Ave N.

At Bemidji Ave N, we will turn right (north) and follow the right-side back to VES.



Blue route:
leave VES

Leave VES,
left onto
Bemidji AVE N

↓ right
onto

29th ST NE

↓ right
onto

Birchmont Dr NE

↓ make a
“U-turn”,
continue
to
Bemidji
Ave N

↓ right
onto

Bemidji AVE N
and return to
VES

Purple route:
return to VES

From: [Scott Schroeder](#)
To: [Michelle Miller](#); [David Lazella](#); [David Hansen](#); [Marcia Larson](#); [Bobby Anderson](#); [Fire Code](#); [Sam Anderson](#); [Jamin Carlson](#); [Madison Brogren](#)
Subject: RE: Special Event Application - Review and Comment - October Banana Walk
Date: Tuesday, October 14, 2025 11:17:38 AM

All good with Parks

[Scott Schroeder](#) | Parks Superintendent

City of Bemidji | 1351 5th St NW | Bemidji | MN | 56601

Tel: 218.333.1861

From: Michelle Miller <michelle.miller@ci.bemidji.mn.us>
Sent: Tuesday, October 14, 2025 10:01 AM
To: David Lazella <dlazella@ci.bemidji.mn.us>; David Hansen <david.hansen@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Bobby Anderson <banderson@thesanfordcenter.com>; Michelle Miller <michelle.miller@ci.bemidji.mn.us>; Fire Code <firecode@ci.bemidji.mn.us>; Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Jamin Carlson <Jamin.Carlson@ci.bemidji.mn.us>; Madison Brogren <Madison.Brogren@ci.bemidji.mn.us>
Subject: Special Event Application - Review and Comment - October Banana Walk

Attached is a special event application for your review and comment.

Michelle R. Miller

City Clerk

City of Bemidji

317 4th Street NW

Bemidji, MN 56601

(218) 759-3570

michelle.miller@ci.bemidji.mn.us

From: [David Lazella](#)
To: [Michelle Miller](#); [David Hansen](#); [Marcia Larson](#); [Bobby Anderson](#); [Fire Code](#); [Sam Anderson](#); [Scott Schroeder](#); [Jamin Carlson](#); [Madison Brogren](#)
Subject: RE: Special Event Application - Review and Comment - October Banana Walk
Date: Tuesday, October 14, 2025 2:01:05 PM

Good here.

From: Michelle Miller <michelle.miller@ci.bemidji.mn.us>
Sent: Tuesday, October 14, 2025 10:01 AM
To: David Lazella <dlazella@ci.bemidji.mn.us>; David Hansen <david.hansen@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Bobby Anderson <banderson@thesanfordcenter.com>; Michelle Miller <michelle.miller@ci.bemidji.mn.us>; Fire Code <firecode@ci.bemidji.mn.us>; Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Jamin Carlson <Jamin.Carlson@ci.bemidji.mn.us>; Madison Brogren <Madison.Brogren@ci.bemidji.mn.us>
Subject: Special Event Application - Review and Comment - October Banana Walk

Attached is a special event application for your review and comment.

Michelle R. Miller
City Clerk
City of Bemidji
317 4th Street NW
Bemidji, MN 56601
(218) 759-3570
michelle.miller@ci.bemidji.mn.us

From: [John Drum](#)
To: [Scott Schroeder](#); [Michelle Miller](#); [David Lazella](#); [David Hansen](#); [Marcia Larson](#); [Bobby Anderson](#); [Fire Code](#); [Sam Anderson](#); [Jamin Carlson](#); [Madison Brogren](#)
Subject: Re: Special Event Application - Review and Comment - October Banana Walk
Date: Tuesday, October 14, 2025 11:19:18 AM

[EXTERNAL]

No concerns from the Sanford Center.

Regards,

John

From: Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>
Sent: Tuesday, October 14, 2025 11:17 AM
To: Michelle Miller <michelle.miller@ci.bemidji.mn.us>; David Lazella <dlazella@ci.bemidji.mn.us>; David Hansen <david.hansen@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Bobby Anderson <banderson@thesanfordcenter.com>; Fire Code <firecode@ci.bemidji.mn.us>; Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>; Jamin Carlson <Jamin.Carlson@ci.bemidji.mn.us>; Madison Brogren <Madison.Brogren@ci.bemidji.mn.us>
Subject: RE: Special Event Application - Review and Comment - October Banana Walk

CAUTION: EXTERNAL EMAIL
- CONFIRM SOURCE

All good with Parks

[Scott Schroeder](#) | Parks Superintendent

City of Bemidji | 1351 5th St NW | Bemidji | MN | 56601

Tel: 218.333.1861

From: Michelle Miller <michelle.miller@ci.bemidji.mn.us>
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Subject: Special Event Application - Review and Comment - October Banana Walk

Attached is a special event application for your review and comment.

Michelle R. Miller

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317 4th Street NW
Bemidji, MN 56601
(218) 759-3570
michelle.miller@ci.bemidji.mn.us

From: [David Hansen](#)
To: [Michelle Miller](#); [David Lazella](#); [Marcia Larson](#); [Bobby Anderson](#); [Fire Code](#); [Sam Anderson](#); [Scott Schroeder](#); [Jamin Carlson](#); [Madison Brogren](#)
Subject: RE: Special Event Application - Review and Comment - October Banana Walk
Date: Tuesday, October 14, 2025 2:04:15 PM

Ditto

From: Michelle Miller <michelle.miller@ci.bemidji.mn.us>
Sent: Tuesday, October 14, 2025 10:01 AM
To: David Lazella <dlazella@ci.bemidji.mn.us>; David Hansen <david.hansen@ci.bemidji.mn.us>; Marcia Larson <marcia.larson@ci.bemidji.mn.us>; Bobby Anderson <banderson@thesanfordcenter.com>; Michelle Miller <michelle.miller@ci.bemidji.mn.us>; Fire Code <firecode@ci.bemidji.mn.us>; Sam Anderson <Sam.Anderson@ci.bemidji.mn.us>; Scott Schroeder <Scott.Schroeder@ci.bemidji.mn.us>; Jamin Carlson <Jamin.Carlson@ci.bemidji.mn.us>; Madison Brogren <Madison.Brogren@ci.bemidji.mn.us>
Subject: Special Event Application - Review and Comment - October Banana Walk

Attached is a special event application for your review and comment.

Michelle R. Miller
City Clerk
City of Bemidji
317 4th Street NW
Bemidji, MN 56601
(218) 759-3570
michelle.miller@ci.bemidji.mn.us

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025
Action Requested: Appointment to Community and Police Advisory Board
Prepared By: Michelle Miller, City Clerk

Background:

There is currently a vacancy on the Community and Police Advisory Board, with unexpired term of December 31, 2027.

After a screening, interview and background process, members of the interview panel board are ready to recommend a candidate for appointment.

Recommendation:

Appoint Ashley Johnson to the Community and Police Advisory Board with term ending December 31, 2027.



BOARD/COMMISSION APPLICATION

General Objectives and Guidelines

The City Council invites all interested parties to become involved in city government. It is the Council's desire to engage full participation in the development and implementation of the policies of the City of Bemidji. The Boards and Commissions of the City of Bemidji are voluntary advisory bodies to the City Council, charged with the responsibility of researching, reviewing and making recommendations to the City Council. Completed applications can be mailed or dropped off at City Hall or by email at cityclerk@ci.bemidji.mn.us.

Personal Information

Full Name: Ashley D Johnson Date: 06/04/2025

Home Address: [REDACTED]

Phone (C): [REDACTED]

Phone (H): [REDACTED]

Email Address: [REDACTED]

Please select the Board/Commission you are applying for (additional information attached):

- | | |
|---|--|
| ☐ City Library Board | ☐ Heritage Preservation Commission |
| ☐ Merit Hearing Board | ☐ Housing & Redevelopment Authority |
| ☐ Parks & Recreation Commission | ☐ Housing Appeals Board |
| ☐ City Planning & Zoning Commission | ☐ Public Arts Commission |
| ☐ South Shore Design Review Committee | ☐ City Charter Commission |
| ☐ Sanford Center Advisory Board | ☐ Sustainability Commission |
| ☒ Community and Police Advisory Board | ☐ Other _____ |

Please provide a statement as to why you are interested in serving on this board or commission (additional information attached):

I am deeply interested in serving on this board because I care about fostering strong, respectful, and collaborative relationships between community members and local law enforcement. As someone whose family has called Bemidji home for over 60 years, I am committed to the continued growth and well-being of our city. I am a Bemidji State University graduate, an active community volunteer, and someone who values connection, inclusion, and constructive dialogue.

I believe meaningful change happens when diverse voices come together to listen, learn, and lead with empathy. My goal is to contribute to efforts that strengthen trust, ensure safety, and promote equity across all parts of our community—especially where it intersects with public service and civic responsibility. I would be honored to support the important mission of this board and serve the city that has given so much to me and my family.

Please provide a description of professional, civic or community activities which are relevant in qualifying to serve on this board or commission (additional information attached):

I have a strong history of civic engagement and community involvement that aligns with the mission of the Community and Police Relations Board. I previously volunteered with the Bemidji Jaycees, where I served as Treasurer, and have participated as a member of the Bemidji Business Advocacy Committee. Currently, I am an active member of the American Red Cross and represent the organization on the Beltrami County Emergency Food and Shelter Program (EFSP) Board. I also serve as a founding Board Member for the new Beltrami County Salvation Army and will be assuming the role of Treasurer.

In addition to these roles, I serve the community daily in my professional capacity as a therapist, providing care to individuals and families from a wide range of backgrounds throughout Bemidji and the surrounding area. My commitment to mental health, advocacy, and collaborative community partnerships positions me to contribute meaningfully to the work of this board.

Please provide your qualifying education and experience which are relevant in qualifying to serve on this board or commission (additional information attached):

I hold a Bachelor of Science in Psychology from Bemidji State University, and pursued graduate studies in Industrial/Organizational Psychology at St. Cloud State University. I later completed my degree in Psychotherapy at Adler Graduate School. Since 2010, I have worked as a therapist in the Bemidji community, serving in a variety of clinical settings including Upper Mississippi Mental Health Center, Sanford Health, and Leech Lake Behavioral Health. I currently serve as the Clinic Director at Nystrom & Associates in Bemidji.

In addition to my clinical leadership role, I have owned and operated a private practice—Counseling Services of Bemidji—for the past 10 years. My professional and community efforts include partnerships with local organizations to improve access to mental health care and promote overall community well-being. I am passionate about supporting collaboration between community members and public institutions and would be honored to contribute my experience to the work of the Community and Police Relations Board.

Please provide your availability to attend meetings and fulfill responsibilities to serve on this board or commission (additional information attached):

I am available to attend the regularly scheduled monthly Tuesday meetings, as well as any additional duties or special meetings that may arise as part of my responsibilities on the board. I am committed to fulfilling the expectations of this role and contributing consistently to its work.

Please provide any references relevant in applying for this board or commission (optional):

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Bemidji without regard to race, color, national origin, religion, disability, sex or sexual orientation.

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025

Action Requested: Approval to Seek Funding for MNCD Solar on Public Buildings Grant and OTPC Publicly Owned Properties Solar Incentive

Prepared By: Melissa Fahrenbruch, Assistant Planner

Background:

This memo seeks City Council approval to apply for the Minnesota Commerce Department (MNCD) Solar on Public Buildings Grant, the Otter Tail Power Corporation (OTPC) Publicly Owned Properties (POP) Solar Incentive and enter into an agreement with U of Minnesota Extension Regional Sustainable Development Partnerships' Clean Energy Resource Team (CERT) as the technical assistance provider for the grant.

The (MNCD) Solar on Public Buildings Grant now covers the entire state up to 70% of costs for up to 40kW array (size of a tennis court) and 30% tax rebate from a federal rebate (elective pay/direct pay). Installers can be picked from the State master contracts through a RFP process.

- Panels are under warranty for 20 years, and the “inverter” is under warranty for 12 years.
 - Lifespan is 25-30 years
 - Would ask installers about replacements
 - Workmanship warranty 1-5 yrs

The Otter Tail Power POP Solar Incentive covers \$1,500-per-kilowatt (AC) nameplate limited to 50% of project installation costs or up to \$60,000. This can also be stacked with the grant and rebate, as long as it does not result in a credit back after the other funding.

Potential sites being considered:

- Sanford Center on ground demonstration project.
- Fire Station #2 (Nymore) on ground project
- Nielson Reise Fieldhouse or City Park Warming House on ground projects

The funding would go to installing solar and fencing at these locations to lower electrical costs.

Recommendation:

Staff respectfully requests City Council approval to apply for the Minnesota Commerce Department (MNCD) Solar on Public Buildings Grants, the Otter Tail Power Corporation (OTPC) Publicly Owned Properties (POP) Solar Incentives and enter into an agreement with U of Minnesota Extension Regional Sustainable Development Partnerships', Clean Energy Resource Team (CERT) as the technical assistance provider for the grants. We estimate each total project costs to be within the eligible funding ranges.

Funding Round 3 Information: Solar on Public Buildings Program

Solar on Public Buildings Program: Funding Round 3 Basics

In 2023 the Minnesota Legislature established the Solar on Public Buildings (SPB) Grant Program ([Minn. Stat. § 216C.377](#)). The purpose of this program is to provide grants to stimulate the installation of solar energy systems on public buildings. The Department of Commerce will administer \$4.3M in grants to local governments in Xcel Energy electric service territory through at least two funding rounds.

Eligible applicants for this grant program are local units of government including a county, statutory or home rule charter city, town, or other local government jurisdiction, excluding a school district eligible to receive financial assistance under section [216C.375](#); or a federally recognized Indian Tribe in Minnesota. ([Minn. Stat. § 216C.377, subd. 1](#)).

Grants will be awarded for up to 70% of the project costs (dependent on the government's financial capacity) for a solar array that is built on or adjacent to a public building and is the lesser of 40kW system capacity or 120% of the building's annual energy consumption.

Funding Round 3 application timeline

Step 1: Notice of Intent: Public Building Readiness Assessment

- Date of Issue: Monday, May 19, 2025
- Public Building Readiness Assessment due Monday, June 30, 2025
- Public Building Readiness Eligibility Notification: Monday, July 28, 2025

Step 2: Full Grant Application

- Application Open: Upon Notification
- Application Due: Monday, November 17, 2025
- Final Notification: Monday, December 15, 2025

State Grant Funding 2025

The Department of Commerce has been instructed to consider the financial capacity of the LUG when determining the amount of the grant award. For counties, cities, and townships, the department will use a tiered system of financial capacity, assessed by the Adjusted Net Tax Capacity / capita, determined with data from the MN Department of Revenue. Other local government jurisdictions such as Watershed Districts and Housing Authorities will be assessed based on the counties or cities' ANTC/Capita within the respective jurisdiction. Tribal Nations, designated as "disadvantaged communities" by the federal government, are eligible for a Tier 1 grant award of up to 70% system cost.

For questions about the program and application process, email Energy.Contracts@state.mn.us. Please indicate "Solar on Public Buildings Round 3" in the subject line.

Maximum Allowable Grant			
Tier	Adjusted Net Tax Capacity / Capita	Up to % System Cost	Not to Exceed
Tier 1	Under \$1,000	70%	\$84,000
Tier 2	>\$1,000	60%	\$72,000
Tier 3	>\$2,000	50%	\$60,000
Tier 4	>\$3,500	40%	\$48,000
Tier 5	>\$4,500	30%	\$36,000
	Tribal Nations	70%	\$84,000

Questions and additional information

For questions about the program and application process, email Energy.Contracts@state.mn.us.

Please indicate “Solar on Public Buildings Round 3” in the subject line.

All questions will be answered in the Solar on Public Buildings FAQ and updated weekly, available on the [Solar on Public Buildings webpage](#).

For questions about the program and application process, email Energy.Contracts@state.mn.us. Please indicate “Solar on Public Buildings Round 3” in the subject line.

Solar on Public Buildings FAQ

Updated September 15, 2025

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Note: In August 2025, the Solar on Public Buildings Program was expanded to be available to local units of government and Tribal Nations statewide. It was previously limited to applicants located in Xcel Energy service territory. As part of the expansion, the application process was changed from a two-stage process to a single submission. This updated FAQ reflects the updated eligibility rules and application process for the RFP that opened in August 2025. If you have questions related to previous application rounds, please contact SolarOnPublicBuildings.comm@state.mn.us.

Eligible Buildings

Are public housing authorities eligible for these grants?

A public housing authority is considered eligible as an ‘other local government jurisdiction’ under the definition of a “Local unit of government” in [§ Minn 216C.377 Subd 1. \(d\)](#):

(d) "Local unit of government" means:

(1) a county, statutory or home rule charter city, town, or other local government jurisdiction, excluding a school district eligible to receive financial assistance under section 216C.375; or

Are buildings that are shared in ownership or operations between a government and a private or non-profit entity eligible?

Only buildings owned by the local unit of government are eligible for the grant. [§ Minn 216C.377 Subd 1](#):

(f) "Public building" means:

(1) a building owned and operated by a local unit of government; or

(2) a building owned by a federally recognized Indian Tribe in Minnesota whose primary purpose is Tribal government operations

Can a municipality be awarded multiple grants if they wanted to put arrays on multiple buildings?

Yes, a local unit of government can submit multiple applications and be awarded multiple grants for multiple buildings.

So federal buildings do not qualify?

Correct. [§ Minn 216C.377 Subd. 5. \(a\)](#):

“(a) A grant may be awarded to a local unit of government under this section” and a local unit of government is defined as ([§ Minn 216C.377 Subd. 1. \(d\)](#)):

“(1) a county, statutory or home rule charter city, town, or other local government jurisdiction, excluding a school district eligible to receive financial assistance under section 216C.375; or

(2) a federally recognized Indian Tribe in Minnesota.”

Could this funding be used for local government operations that aren’t specifically a building? For example, a remote system that operates impoundment gates to adjust water elevation that is owned and operated by a Watershed District? Or a wastewater treatment facility?

A building is a roofed and walled structure built for permanent use. As such, eligibility for a solar array is dependent on whether there is a building that houses the operations of the facility – to which the solar array would be connected. Structures that are not buildings are not eligible.

Are there any restrictions on using the grants funds as part of a new construction building that includes solar?

A new construction building is eligible to receive a grant award for the purchase and installation of the solar energy generating system.

Is a local unit of government eligible to submit an application for a site that does not have a building or structure, but might in the future?

A building would need to be planned for construction to complete the requirements of the application, and the interconnection, installation, and testing of the solar system would need to be completed within 18 months after finalization of the contract.

Does the grant cover building a solar array on a public building that is used for community solar for residents?

[Minn Stat. 216C.377 Subd. 5.](#) (a) A grant may be awarded to a local unit of government under this section only if the solar energy generating system that is the subject of the grant:

(1) is installed (i) on or adjacent to a public building that consumes the electricity generated by the solar energy generating system, and (ii) on property within the service territory of the utility currently providing electric service to the public building;

Do Minnesota Army National Guard buildings qualify?

The Army National Guard is not a local unit of Government, so ineligible to receive a grant.

[§ Minn 216C.377 Subd. 5. \(a\):](#)

“(a) A grant may be awarded to a local unit of government under this section” and a local unit of government is defined as ([§ Minn 216C.377 Subd. 1. \(d\)](#)):

“(1) a county, statutory or home rule charter city, town, or other local government jurisdiction, excluding a school district eligible to receive financial assistance under section 216C.375; or

(2) a federally recognized Indian Tribe in Minnesota.”

Is a public building that currently has a Community Solar Garden subscription eligible for the state grant for solar arrays?

A local unit of government (LUG) would not be prohibited from receiving a grant because the building has a Community Solar Garden (CSG) subscription. The LUG would need to size the onsite system so as to ensure that between the onsite solar and the CSG subscription they do not exceed 120% of their average annual load, but that would be the only limitation ([Minn. Stat. § 216C.377 Subd 5.](#)).

Can you clarify the interpretation of public buildings needing to be owned ‘and operated’ by the local unit of government?

As [Minn. Stat. § 216C.377 Subd. 6](#) states that a Local Unit of Government’s (LUG) grant application must include “a copy of the proposed contract between the local unit of government and the utility or developer that includes provisions addressing responsibility for maintenance, removal, and disposal of the solar energy generating system...” the statute presumes the utility account/bills must be in the name of the LUG. Additionally operating the public building involves some management of the building. If the LUG owns the building, is involved in its management, and owns the electric utility account, it is eligible for this grant.

If the local unit of government assumes ownership of the electric utility account and commits to paying the electric bill going forward, will the building then be considered 'operated by' the local unit of government?

An applicant may submit a signed commitment in writing to assume and pay the electric utility bill of a building going forward as evidence that the applicant operates the building.

If the city has two buildings that are adjoined (for example, a fire department attached to a public works building), do they qualify for two separate grants? Does eligibility of each building differ if they have the same/different addresses, or the same/different electric meters?

To qualify as separate buildings each eligible for a SPB grant, the buildings must have separate addresses and electric utility meters.

Would it be allowed to submit one 40kW application, that would place small solar systems on multiple sites across the community? (e.g. multiple small park buildings)

No, one application may not apply to multiple buildings, if the buildings have separate addresses and separate electric utility meters. However, a local unit of government can submit multiple applications and be awarded multiple grants for multiple buildings.

Does this grant program include churches?

No. Only local governments and Tribal Nations are eligible for this program.

If communities are participating in other utility programs, for example B3 benchmarking, or community solar, are they still eligible?

There is an issue for community solar garden (CSG) subscriptions. If a building has a CSG subscription, the combined energy generation of the subscription and the solar array must be no more than a total of 120% of the building's energy usage or less. This means if 50% of the building's energy use is covered in the subscription, Solar on Public Buildings could be used to build an array of 70% of the energy use or less. Some local governments have been able to reallocate CSG subscriptions to other buildings to free up that eligible production of 120% of energy usage for the solar array.

Say a city receives a grant in Round 1 for a 40kW installation on city hall, but their city hall still has space and capacity to support another 40kW array. Would they in the future, following the installation, be able to install that additional capacity, or would there be anything preventing this? And would this meter/building be eligible for grant support through Round 2?

[§ Minn 216C.377 Subd 5](#): (a) A grant may be awarded to a local unit of government under this section only if the solar energy generating system that is the subject of the grant:

(2) has a capacity that does not exceed the lesser of 40 kilowatts or 120 percent of the average annual electricity consumption, measured over the most recent three calendar years, of the public building at which the solar energy generating system is installed.

Larger systems are not eligible for this grant. Nothing in the statute limits a possible future expansion of the array after the initial installation, but it would not be eligible for an additional grant if the system size exceeds 40 kilowatts or 120 percent of the average annual electricity consumption of the building.

If the energy of the building is greater than 60 kW total, are they eligible for the grant (even though it is greater than 40 kW)?

While the maximum size of the array is the lesser of 40kW system capacity or 120% of the building's annual energy consumption, it is not required that the energy generation of the array cover the entire energy need of the building.

Do charter schools qualify?

To be eligible for the Solar on Public Buildings grant program, the building must be owned and operated by the local unit of government or Tribal Nation, and that local government or Tribal Nation which owns and operates the building must be the applicant for the grant. At a minimum, we expect that this would require a local government or Tribal Nation to pay the building's electric utility bill and have some oversight over the management of the facility.

If we already received a MPCA Local Climate Action grant for this same project. Would that prohibit us from applying for this MN SPB opportunity?

Having received other grant funding for the same project does not prohibit an entity from applying for the Minnesota Statewide Solar on Public Buildings program. Funding from the Solar on Public Buildings grant, Direct Pay tax credits, and any other grant funding for this project may not exceed 100% of the cost of the purchase and installation of the solar energy generating system.

We have a lease-to-own agreement with the city on our building, and we will own it in July 2026. We are also considered a local unit of government. Currently, the city owns the building, but we manage and operate the building and pay the bills. We will soon both own and operate the building, but it's currently split between two different local units of government. If we are eligible, would the city be the applicant, or our organization be the applicant?

For specific eligibility questions, we will work directly with local units of government and Tribal Nations via email.

Our building has multiple uses (Fire Station, Public Works) but one meter. Could we install two 40 kW systems and apply to the grant for each system? Would they be eligible if they were on separate meters?

No. To qualify as separate buildings each eligible for a SPB grant, the buildings must have separate addresses and electric utility meters. The maximum system size per meter is 40 kW.

If a city has two different functions in the same connected building but they operate on different meters but share the same address can they apply for solar for both locations or just 1? The FAQs say AND, so am I to understand that they can only apply for 1 solar project?

Correct, this scenario would constitute one Solar on Public Buildings project. The reading of the FAQ is correct: “To qualify as separate buildings each eligible for a SPB grant, the buildings must have separate addresses and electric utility meters.”

How do I determine if my community qualifies as a low-income community?

Eligible applicants for the Solar on Public Buildings program include Tribal Nations and local governments in designated low-income areas, as defined in [Minn. Stat. § 116M.14](#)

Per Minn. Stat. § 116M.14, “Low-income area” means:

- (1) Minneapolis, St. Paul;
- (2) Those cities in the metropolitan area as defined in section [473.121, subdivision 2](#), that have a median income for a family of four that is below 80 percent of the median income for a four-person family as of the latest report by the United States Census Bureau; and
- (3) the area outside the metropolitan area.

Metro-area cities outside of Xcel Energy service territory with a median income for a family of four at or above 80 percent of the median income for a four-person family as of the latest report by the United States Census Bureau are not eligible to receive a grant from the Solar on Public Buildings program.

Please see the RFP for eligibility requirements.

Eligible Expenses

How far in the process can a project be and still be eligible for the grant?

The Minnesota Department of Commerce cannot be billed for any work that happens before the grant is awarded and the contract is signed.

Can any matching requirement to be met by city funds be spent on construction? For example, could allocated dollars to replace components of a roof or the entire roof be used as a match for the array.

The grants will be awarded as a percentage of the cost of the solar energy system. The local unit of government will be required to show a plan for financing the rest of the project. This can be a combination of federal tax credits, other grants, or other financing options. Eligible expenses for these grant dollars are limited to the procurement and installation of a solar array.

If a local government already has solar but the system needs repair, would they be eligible for the repair costs? Or is it just new systems?

Repairs for existing solar are not eligible for this grant award. The Solar on Public Buildings grant program's purpose is ([§ Minn 216C.377 Subd 2.](#)) "to provide grants to stimulate the installation of solar energy generating systems on public buildings."

Some smaller governments may not have the staffing to oversee a rooftop solar project, but may be willing to lease their rooftops and develop a contract with a vendor for solar. Would these solar grants still be allowed for use as long at the array is still on top of a local government owned building?

Yes, this model is eligible for awards. Local governments will be required to show an assessment of anticipated energy and cost savings and should demonstrate a financial benefit to the local unit of government.

Can this grant be used to build solar that will be connected to a battery storage system?

Yes, this grant can be used to build a solar array that will be connected to a battery storage system, as long as it meets the eligibility criteria in [Minn. Stat. § 216C.377 Subd 5.](#) This grant can only be used for the solar array, not for battery storage systems. Information on battery storage grants can be found on the [Department of Commerce Website](#).

Can the Solar on Public Buildings Grant help cover the cost of roof alterations (membrane repairs, structural retrofits, sloping orientation, etc) that are often necessary to make a roof compatible with a solar array?

The grants will be awarded as a percentage of the cost of installing a solar energy system, and the cost of roof alterations are not eligible costs for this grant.

Would this grant cover costs for building structures (ex. Solar Covered surface parking lots?)

Eligible expenses from the Solar on Public Buildings grants only include the procurement and installation of solar arrays.

For rural local units of government outside of Xcel Energy, they will receive a flat 70% grant up to \$112,000? Can Commerce confirm that the ANTC/pop does not factor into the grant percentage for these entities?

The ANTC/pop does not factor into the grant percentage for any local units of government or Tribal Nations located outside of the 7-county metro area or otherwise qualify as "low-income". The maximum allowable grant for this funding round is up to 70% of the system cost, not to exceed \$112,000. Final grant award amounts will be determined during the review process.

Solar Array Requirements

Is there a minimum array size?

No.

If the site gets a larger array than 40 kW can the grant just apply to the first 40 kW?

No. [§ Minn 216C.377 Subd 5:](#)

(a) A grant may be awarded to a local unit of government under this section only if the solar energy generating system that is the subject of the grant:

(2) has a capacity that does not exceed the lesser of 40 kilowatts or 120 percent of the average annual electricity consumption, measured over the most recent three calendar years, of the public building at which the solar energy generating system is installed.

Is the 40 kW the rated or actual use capacity (AC or DC)?

An eligible system has a capacity that does not exceed the lesser of 40 kilowatts [AC] or 120 percent of the average annual electricity consumption, measured over the most recent three calendar years, of the public building at which the solar energy generating system is installed.

Do panels need to be roof mounted or can they be ground mounted?

The solar panels must be built on or adjacent to the public building receiving the power. Roof or ground mounted are both acceptable.

Are there any exceptions to the 40 kW limit for projects that are receiving state funds and obligated to maximize onsite solar (requiring arrays larger than 40 kW)?

No. [Minn. Stat. § 216C.377 Subd. 5](#) states that an eligible system “has a capacity that does not exceed the lesser of 40 kilowatts or 120 percent of the average annual electricity consumption,” and does not provide for exceptions.

The city is considering the airport as a location. Can a glare study be incorporated into the project cost?

“The purpose of the program is to provide grants to stimulate the installation of solar energy generating systems on public buildings” ([Minn. Stat. § 216C.377 Subd 2.](#)). A glare study would not be considered an eligible cost in the installation of a solar energy generating system.

If the system has a 50 kW AC inverter nameplate but the inverter has an export limit of 40 kW AC, would that be acceptable?

This is acceptable from a program standpoint, but the applicant should seek confirmation from the utility that this will be acceptable for interconnection.

Utility Questions

Is the Solar on Public Builds program only available within the Xcel service area, as is the case with the Solar for Schools program?

The Solar on Public Buildings and [Solar for Schools](#) grant awards, which were both previously limited to Xcel Energy territory, are now both available statewide.

My city is served by more than one electric utility. Which utility should be listed in the application?

For the Solar on Public Buildings program, [§ Minn 216C.377 Subd 5.](#), an eligible project is one that: “(1) is installed (i) on or adjacent to a public building that consumes the electricity generated by the solar energy generating system, and (ii) *on property within the service territory of the utility currently providing electric service to the public building*” (emphasis added).

Is the local government required to sign an MOU with its electric utility?

Yes. [§ Minn 216C.377 Subd 6:](#)

(b) A local unit of government must apply to the commissioner on behalf of a public building on a form prescribed by the commissioner. The form must include, at a minimum, the following information:

(6) a written statement from the interconnecting utility that no issues that would prevent interconnection of the solar energy generating system as proposed are foreseen.

Applicants should send the MOU to your Account Manager or Community Relations Manager. If your utility is Xcel Energy, please copy SolarProgramMN@xcelenergy.com. Xcel-specific [video](#) and [pdf](#) tutorials are available on the [Solar on Public Buildings webpage](#).

Do Renewable Energy Certificates go to the utility or the Local Unit of Government?

Local units of government will keep the Renewable Energy Certificate under this program.

Considering the statute’s language around forfeiting net income to the utility, presumably a solar array used as a community solar garden would not be eligible?

Correct.

[§ Minn 216C.377 Subd. 12](#) “(b) Any net income accruing to a local unit of government as calculated under paragraph (a) must be forfeited to the utility by the local unit of government.

How long will it take to get the interconnection agreement? We may not be able to have this approved in 12 weeks.

In the application, a full interconnection agreement is not necessary, but the applicant must submit a Memorandum of Understanding, signed by the electric utility that serves the building, documenting that there are no foreseen issues connecting the solar array to the grid.

What if my utility is not responsive to our emails?

Xcel has confirmed that local units of government applying for this grant should submit their MOU to their Utility Account Manager or Community Relations Manager and include SolarProgramMN@xcelenergy.com in the email. Other utilities may be less familiar with this program. If the applicant does not receive a response within a couple weeks, or the utility has questions about the application process, please email Commerce at SolarOnPublicBuildings.comm@state.mn.us.

If a completed MOU has not been obtained by the time the Applicant submits the Application, Applicants must upload a document explaining the ongoing communications and any concerns with an estimated timeline to obtain the MOU. Grant contracts will not be finalized until a completed MOU has been submitted.

If the solar array hits the production ceiling of 120% average annual usage, would the extra 20% it overproduces annually need to be nullified or paid back to Xcel every year?

Yes, the local unit of government is required by statute to forfeit any income accrued as a result of the operation of the solar energy generating system to the utility.

[§ Minn 216C.377 Subd. 12](#) states:

Forfeited income.

(a) The utility to which a solar energy generating system awarded a grant under this section is interconnected must calculate the amount of net income accruing to the local unit of government annually as a result of the operation of the solar energy generating system, whether in the form of cash payments or electricity bill credits, and report that amount to the local unit of government no later than February 1.

(b) Any net income accruing to a local unit of government as calculated under paragraph (a) must be forfeited to the utility by the local unit of government.

Application Questions

Can any of the organizations that got funding from State Competitiveness Fund to support grant writing help folks write the grants?

No. The State Competitiveness Fund is intended to support applicants applying for federal grants.

For new construction buildings without 3 years of energy data, how is that handled for the pre-application/readiness assessment stage?

The local unit of government will be required to provide an estimate of energy use in the new building.

Can we show intent and apply now if we do not have funds available until 2026 or later?

Projects will have a required completion date of 18 months after the contract is signed, with the potential for a six-month extension. If the project is completed within that time, and the local government has submitted a financing plan, applications done this year for project completion the following year are eligible.

How will my application be scored? What can I do to make sure my project is selected?

As part of the statewide expansion of the Solar on Public Buildings program, applications in the new round will not receive prioritization scores. Instead, funds will be distributed on a first-come, first-served basis. To ensure a successful application, applicants should ensure that they submit all requested information and that their proposed projects meet all minimum requirements.

If a city has two PPA [power-purchase agreement] arrays on existing buildings do these count towards the 'existing solar' that they should report in the grant.

Any solar arrays on buildings owned and operated by the applicant should be included. The two PPA arrays should be counted toward the 'existing solar' the applicant should report in the application.

For application question 2.2 which asks for a recent electric bill for the installation site, my copy includes all of the required information except for the electric meter number. Are you able to advise on whether this will prove satisfactory, or should I contact the electric utility and request they generate a new bill that includes the meter number in addition to the other required information?

If you are able to obtain a copy of the bill or other documentation which includes the meter number, that would be best to include in the application. If you are unable to obtain this documentation before submitting your application, we will work with you to obtain the information needed prior to finalization of any grant contract.

Procurement Requirements

Is there a procurement requirement for selecting a developer?

Yes. In the RFP notice on [Request for Proposals \(RFP\) / Minnesota Department of Commerce - Business](#), in Exhibit A: Sample State of Minnesota Grant Contract for Solar on Public Building. It is Clause 6 Contracting and Bidding Requirements. Clause 6 alludes to grantees following the law in their procurement. There are no specific requirements outside of this for Solar on Public Buildings.

Could this be a part of a performance contract. 471.345 sub 13

Yes. If it meets the requirements of a 'guaranteed energy performance contract' in the statute then [§ Minn. Stat. 471.345 Subd. 13](#) is applicable. The applicant will be required to provide documentation to the Department of Commerce that the contract meets all requirements detailed in statute.

The state has a CPV contract S-1049(5) Solar Power System Design and Installation. Could that be used for this grant?

Yes, this is an option for local governments to procure solar installation. If utilizing this option, a local unit of government can submit an RFP through the State Master Contract with the Minnesota Management and Budget Office and that will meet the criteria for attaining the procurement points for releasing an RFP. All the developers on that contract will receive the RFP from the local unit of government.

Grant Payment Details

Are funds provided up front or reimbursed after spending?

State grants are reimbursements of funds spent by the entity receiving the grant.

How long after you apply for a reimbursable cost do you get paid?

Within 30 days of submitting the invoice. Please see [§ Minn. Stat. 16A.124 Subd. 3 and 4](#).

Can the federal tax credit be applied on top of the grant fund dollars?

Yes. The applicant could receive up to 70% from the state, and a 30% Federal tax credit, covering up to 100% of the cost.

How do you use both Inflation Reduction Act (IRA) and the Solar on Public Buildings state grant? Is it 30% (IRA) first and then possibly 50% of the remaining amount of the project cost? Or 30% and 50% of the total project cost.

The awarded applicant will receive the state grant as a reimbursement. After it's built, the local government can apply for Federal tax credits (made available to local governments via Elective Pay in the Inflation Reduction Act) on the entire project. For example, a local government could receive a grant of 70% of the project cost. Then the Federal Tax Credit could provide 30% on the whole project cost, not 30% on the last 30%. In this case, a grant recipient could have up to 100% of the cost covered by the state grant and federal tax credits.

For questions regarding the federal direct pay tax credit, please reach out to our Technical Assistance partners at Deloitte:

Website: [State of Minnesota Deloitte Direct Pay Assistance Survey](#)

Email: StateofMNIRATaxComplianceSupport@deloitte.com

Is a match required?

Grants will be awarded based on the financial capacity of the local unit of government. The proposed range of awards is 30-70% of the project cost. The local unit of government will be responsible for

financing the remainder of the cost – whether through tax credits, other grants, or other financing options.

Do you have any additional insights on what the grant reimbursement process will look like?

Reimbursement requires supporting documentation to substantiate the expenses. Supporting documentation includes itemized invoices that have been paid, copy of checks paid to an installer, or other proof of purchase that has been paid.

Technical Assistance

Do you have contact information for Clean Energy Resource Teams?

To set up a free consultation with a Clean Energy Resource Teams member, contact:

11-County Metro Area: Aaron Backs (abacks@gpisd.net)

Outside of Metro Area: Peter Lindstrom (plindstr@umn.edu)

We have buildings that are subscribed to community solar but have undergone an expansion project since that time. Would the available assistance be able to help determine additional potential for rooftop solar through this program that is not currently covered by community solar?

Yes. We are providing free consultation through our partner Clean Energy Resource Teams, who can help assess eligibility of the building(s) for these grants. Contact Peter Lindstrom to set up a consultation (plindstr@umn.edu).

Future Program Questions

What will be the funding amounts available in future years?

At this time there is not a future statewide funding round planned. Applicants should plan to apply no later than November 14, 2025.

Other Questions

Was the webinar recorded? And will it be available later?

No. The webinar was not recorded, but webinar slides are now available on the [Solar on Public Buildings webpage](#).

The local government doesn't get Xcel Solar*Rewards, correct?

Correct.

If an agency is not awarded the full grant amount (based on tax capacity), and the project is no longer financially feasible with the lower grant amount, can the agency withdraw their project from consideration? Would there be any penalty or consequences for future applications?

In this scenario, a local government could withdraw the project from consideration without any penalty or consequences for future applications.

Is there a clawback provision in the grant in the unlikely scenario that the facility is sold or torn down in a decade or so?

In order to maximize the benefit of public investments in clean energy, Commerce discourages the installation of these solar arrays on buildings that may be sold or torn down. Commerce may look into projects that do not maximize the lifetime financial and clean energy benefits of a solar array.

Are there going to be ongoing reporting requirements after the project is commissioned?

Yes. There will be an Annual Check-In form required from grant recipients throughout the system's lifetime.

Are there any long-term ownership requirements for the properties improved through this program?

There are no long-term ownership requirements for the properties improved through the Solar on Public Buildings program. However, as part of the Minnesota Department of Commerce's (Department) Solar on Public Buildings program, under the terms of the State of Minnesota Grant Contract, Task 2 Grantee's Duties, Exhibit A denotes Grantee and/or Developer responsibility for tracking and recycling all System equipment that ceases to function as intended (for any reason), including counts of module and inverter type. This must be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). Per the terms of Exhibit A, Grantee Duties, Task 6, reporting is required for projects (6.1) at system level work order execution, (6.2) throughout an operations and maintenance contract, (6.3) while system components are under warranty, (6.4) throughout a third-party ownership contract, and (6.5) at the system's end of life decommissioning. This applies to all Grantees under the Department's Solar on Public Buildings Program.

Are there certifications from the local unit of government about agreeing to own and operate the building for the life (?) of the solar improvement?

There are no certifications from the local unit of government about agreeing to own and operate the building for the life of the solar improvement required. However, as part of the Minnesota Department of Commerce's (Department) Solar on Public Buildings program, under the terms of the State of Minnesota Grant Contract, Task 2 Grantee's Duties, Exhibit A denotes Grantee and/or Developer responsibility for tracking and recycling all System equipment that ceases to function as intended (for any reason), including counts of module and inverter type. This must be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). Per the terms of Exhibit A, Grantee Duties, Task 6, reporting is required for projects (6.1) at system level work

order execution, (6.2) throughout an operations and maintenance contract, (6.3) while system components are under warranty, (6.4) throughout a third-party ownership contract, and (6.5) at the system's end of life decommissioning. This applies to all Grantees under the Department's Solar on Public Buildings Program.



Publicly Owned Property Solar

How it works

Your publicly owned facility could qualify for a cash incentive by installing a solar photovoltaic (PV) system. Through our Publicly Owned Property Solar program, we're offering incentives of \$1,500/kilowatt (kW) of installed solar PV nameplate alternating current (AC) capacity, up to 50 percent of project costs, for systems less than 40 kW of nameplate AC capacity.

otpc.com/POPSolar
800-493-3299



This program helps our company meet Minnesota's 2013 solar energy legislation, which requires us to provide 1.5 percent of retail electric energy sales with solar PV generation by 2020. In addition, customers who sign up for the program agree to assign all renewable energy credits to our company to help us meet the solar energy standard.

Eligible public entities

- Public school districts
- Public colleges and universities
- Public trade and technical schools
- City governments
- County governments
- Tribal governments
- Other public entities

Apply today

Contact one of our energy experts who will help you complete and return the following documents:

- Pre-Approval Application
- Renewable Energy Credit Contract
- Rebate Form

Part 1: Customer/Site Information

Organization_____ Date Submitted_____

Contact Name_____ Phone_____ E-mail_____

Mailing address_____ City_____ State_____ ZIP_____

Solar PV installation address_____ City_____ State_____ ZIP_____

Part 2a: Installer Information—General Contractor

Company Name_____ Contact Name_____

Address_____ City_____ State_____ ZIP_____

Phone number_____ E-mail_____

Licensed (Yes/No)_____ Minnesota License No._____

NABCEP Certification Number (if applicable)_____

Part 2b: Installer Information—Electrical Contractor (if different than General Contractor)

Electrical Contractor Company Name_____ Contact Name_____

Address_____ City_____ State_____ ZIP_____

Phone number_____ E-mail_____

Licensed Master Electrician_____ Minnesota License No._____

NABCEP Certification Number (if applicable)_____

Part 3: Generating Facility Information

Solar PV Module Manufacturer_____ Nameplate (AC) generation capacity _____

Solar PV Module Model Number_____ (kW) Module Warranty (years) _____

Inverter Manufacturer_____ Inverter type (string, micro, other)_____ Inverter Warranty _____

Estimated completion date_____ Estimated annual kWh production_____

Part 4: Energy Efficiency Achievements

Please indicate all past energy efficiency projects completed at your facility, including lighting, HVAC (heating, ventilation, and air conditioning), motors, building envelope improvements, and any other energy efficiency improvements.

Project	Date Completed	Estimated Cost

Part 5: Energy Efficiency Opportunities (completed by Otter Tail Power Company)

Project	Estimated annual energy savings (kwh)	Estimated Cost	Simple payback (years)	Status (completed by OTP Staff only)
				Y / N / In progress / NA
				Y / N / In progress / NA
				Y / N / In progress / NA
				Y / N / In progress / NA
				Y / N / In progress / NA
				Y / N / In progress / NA
				Y / N / In progress / NA

Has applicant participated in Otter Tail's Commercial Design Assistance program in last five years? Y N

Part 6: Project Justification

Please explain any plans to maximize public awareness and educational impacts by incorporating the proposed solar PV installation into your community, school, or university. Attach additional documents if necessary.

Part 7: Solar PV System Location

How will the proposed location of your solar PV system provide adequate visibility to the community? Will it be located on or near any public school or university campuses, city parks, shopping centers, or other commonly-used community hubs? Attach additional documents if necessary.

Part 8: Solar PV system schematic

Please provide a sketch of the proposed solar PV system relative to any community hubs and/or landmarks and indicate north and south directions on the map. Attach any relevant site preparation, evaluation, or shading reports.

Rebate requirements and guidelines

Otter Tail Power Company reserves the right to deny any rebate that does not meet the program requirements and guidelines below. Otter Tail Power Company reserves the right to inspect and verify solar system installation locations before issuing rebates. Program may be discontinued or modified at any time.

To qualify for Publicly Owned Property Solar, you must:

- Be a customer of Otter Tail Power Company in good standing.
- Install the solar PV system in Otter Tail Power Company's service area.
- Own the solar PV system from the time of system completion and interconnection throughout the life of the system. Systems under third party ownership do not qualify for incentives through Otter Tail Power Company's Publicly Owned Property Solar Program.
- Represent a public entity or government (state or tribal college or university; municipal, tribal, county, state, or federal government; public school system; or other public entity deemed by Otter Tail Power Company to qualify for the program funding). Residential, industrial, commercial, and other business customers are not eligible.
- If transfer of investment tax credits (ITC) direct payment options or other financing agreements and arrangements are made in relation to the solar installation. Otter Tail Power Company must be informed prior to customer signatures or approval of said arrangements to ensure project success.
- Obtain approval of your POP Solar Incentive Pre-approval Application prior to installation of your solar PV system.
- Install solar PV panels that generate electricity; solar water-heating systems do not qualify for program incentives.
- Agree to connect your solar PV system to Otter Tail Power Company's distribution system.
- Complete an Application for Interconnection into Otter Tail Power Company prior to installation of your solar PV system.
- Consent to Otter Tail Power Company staff or third-party representation of Otter Tail Power Company completing an assessment of energy efficiency opportunities at any facilities under consideration for solar PV installations. Customers implementing energy efficiency improvements with simple payback calculations of two years or less prior to installing solar PV systems will receive higher consideration for POP Solar incentives from Otter Tail Power Company.
- Obtain approval of your Application for Interconnection into Otter Tail Power Company prior to applying for rebate funding through Otter Tail Power Company's program.
- Agree to assign all Renewable Energy Credits produced by the system to Otter Tail Power Company.
- Install a system less than 40 kW in nameplate (AC) generation capacity. Systems sized at 40 kW and larger nameplate (AC) generation do not qualify for program incentives.
- Install a solar system with annual output not exceeding 120% of site load annual usage.
- Install a solar PV system with modules carrying a manufacturer's performance warranty of at least 20 years and install inverters with a warranty of at least 10 years.
- Install the solar PV system within one year of Pre-approval Application approval from Otter Tail Power Company.
- Attach a copy of all solar system invoices. Complete the manufacturer, model number, and all other solar system data requested on the front page of this form.
- If applicant is participating in Solar for School or other public funding opportunities, the POP rebate when combined with other funding will not exceed 100 percent of project cost. Example: If Solar for Schools funding covers 75 percent of project cost, then the POP rebate amount would be limited by the 25 percent remaining of project cost or the original rebate amount. If POP rebate amount is being capped by project cost in these instances and other energy efficiency projects have been identified by Otter Tail Power. Otter Tail Power reserves the right to uncap these funds to be utilized on these identified energy efficiency cost.

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025

Action Requested: Approval of Lease Agreement – Loon Country Arts Collective (LCAC) at the Historic Carnegie

Prepared By: Marcia Larson, Recreation Director

Background:

Over the past several months, the Bemidji Recreation Department has worked with the Loon Country Arts Collective (LCAC) and the City Attorney to negotiate a lease agreement for the Historic Carnegie Library. LCAC's former gallery location was damaged during the summer storm, and the organization has been seeking a new permanent home to continue providing arts programming and gallery space for the community.

Lease Overview:

The proposed agreement provides LCAC use of the Lakeview Room as a public gallery space and office space in the Beatrice Mills Suite.

Key Terms:

- Monthly Rent: \$850
- Lease Start: As early as November 1, 2025
- Term: One year, with the option for two additional one-year renewals
- Public Gallery Hours: Wednesday–Saturday, 11:00 a.m.–4:00 p.m.
- Shared Use: The Recreation Department will continue to use the Lakeview Room during non-gallery hours for programs such as Yoga at the Carnegie, Storytime at the Carnegie, and Puzzle Pooloza.

Benefits of the Lease Agreement:

- Financial Stability for Carnegie Operations
- The Carnegie Library's current annual operating budget is approximately \$35,000. Revenue from private event rentals has been inconsistent; this lease provides a reliable income stream that supports building operations and maintenance.
- Improved Utilization of Space
- The agreement activates the Lakeview Room with regular, public-facing use while maintaining flexibility for City programming and events.
- Community and Cultural Partnerships
- LCAC's presence creates opportunities for collaboration, community art displays, and joint programs, enhancing public engagement in the arts.
- Preservation-Friendly Art Display Enhancements

To support the gallery use, the City—working with the Minnesota State Historic Preservation

Office (SHPO)—will install a new picture rail system designed to protect the historic plaster walls. SHPO has reviewed and approved the concept, recommending a simple, non-historic-style rail painted to match the wall.

The City received a quote of \$4,800 from Christiansen Construction for the installation of the paint rail system and the supply of hanging hardware (including hooks and wire). Under the terms of the lease, the City will contract for and oversee the installation, while LCAC will be responsible for covering all associated costs.

Lease Highlights:

- The Premises include approximately 2,338 square feet on the upper level and office Room 007a on the lower level.
- LCAC's use of the upper level is shared; use of Room 007a is exclusive.
- LCAC will be responsible for security and insurance during gallery hours.
- Tenant will obtain all necessary operational permits and licenses.
- The Lease may be renewed for up to two additional one-year terms with City approval.

Recommendation:

Staff recommends that the City Council approve the Lease Agreement between the City of Bemidji and the Loon Country Arts Collective (LCAC) for use of the Historic Carnegie Library as outlined above.

LEASE AGREEMENT – Upper Level of Bemidji Carnegie Library

THIS LEASE AGREEMENT (the “Lease” or “Agreement”) is made this ____ day of _____, 2025, by and between the City of Bemidji, a municipal corporation under the laws of the State of Minnesota, 317 4th St NW, Bemidji, MN 56601 (the “City” or “Landlord”), and Loon Country Arts Collective, a nonprofit corporation under the laws of the State of Minnesota, 7128 Fergeson Ct NE, Bemidji, MN 56601 (the “Tenant”); (collectively the “Parties”).

WHEREAS, the City is the owner of certain real property known as the Bemidji Carnegie Library, located at 426 Bemidji Avenue, in the City of Bemidji (the “Building” or “Property”); and

WHEREAS, Tenant wishes to lease a certain portion of the Building designated herein from the City for the operation of a retail art gallery and to host art classes and other events; and

WHEREAS, the Landlord is willing to lease to Tenant the certain portion of the Building designated herein for the purposes stated herein subject to the terms, covenants, and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Lease, Landlord and Tenant agree as follows:

ARTICLE ONE **Definitions and Terms**

As used in this Lease, the following terms shall have the specific meanings set forth below:

1.1 “Commencement Date” means November 1, 2025.

1.2 “Expiration Date” means October 31, 2026, except as otherwise provided in this Agreement.

1.3 “Premises” means the approximately 2,338 square feet of the Building, constituting the entirety of the upper level of the Building, and an office space on the lower level of the Building, Room 007a, in the Beatrice Mills Meeting Room, as described and designated herein and depicted on Exhibit A, which is attached hereto and incorporated herein by reference. Tenant’s use of the upper level of the Building is shared. Tenant’s use of Room 007a is exclusive.

1.4 “Landlord” means the City of Bemidji, having as the address for notice purposes: 317 4th St NW, Bemidji, MN 56601; Attention: City Manager.

1.5 “Tenant” means the Loon Country Arts Collective, having an address for notice purposes of 7128 Fergeson Ct NE, Bemidji, MN 56601.

ARTICLE TWO
Demising Clause and Permitted Use

2.1 Demise. Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions contained in this Lease.

2.2 Permitted Use.

- a. Tenant shall have the right to occupy and use the Premises during the Lease Term for a retail art gallery and such other purposes as stated herein above. Tenant shall have the right to use the Premises during the Lease Term for the purpose stated herein and for no other purpose, unless such other use or purpose is authorized in writing by Landlord, provided however that such permitted use does not constitute a hazard to the Property, other Tenants or to the Landlord.
- b. In addition to the Premises Tenant shall have the right to access shared common spaces throughout the Building, including restrooms, hallways, stairways, and maintenance rooms/closets. Upon request to Landlord, and upon receiving approval from Landlord, Tenant may also utilize shared meeting space in the lower level of the Building.
- c. Tenant shall not remove any furniture from the upper level of the Building, including the benches and wood table currently located in the Lakeview Room of the Building's upper level. Tenant shall have the right to utilize the wood table for display purposes. Tenant shall also have the right to utilize a desk currently located in Room 007a. Upon request to Landlord, and upon receiving approval from Landlord, the desk currently located in Room 007a may be removed.
- d. Tenant acknowledges that the Premises are in a condition satisfactory to Tenant's purposes. Tenant accepts, acknowledges and agrees that the Premises herein described are in an "as is", "with all faults" condition and agrees that Landlord has not made, and does not hereby make any representation, warranty or covenant, expressed or implied, with respect to the condition, quality, durability, capability, or suitability of the Premises or against any patent or latent defects therein. The Tenant agrees that Landlord shall not be liable to the Tenant for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Premises or the inadequacy thereof for any purpose, or for any deficiency or defect therein, or for the use, operation or maintenance thereof, or for any repairs, servicing, adjustments, replacement, or expenses thereto or for any damage whatsoever and howsoever caused. Tenant understands and acknowledges that this Lease grants it only a right to use the Premises for the purposes stated herein, and does not confer any permanent property rights with respect to the Premises or any Landlord authorized improvements to be constructed thereon upon Tenant.

- e. Tenant shall not use or operate or permit the use or operation of the Premises in violation of any Federal, State, County or City laws, ordinances, rules or regulations, or contrary to the provisions of the applicable insurance policies and warranties covering the same. Tenant, by acceptance of this Agreement, agrees to abide by the terms hereof and to indemnify Landlord for any losses occurring as a result of such use in violation of said terms, laws, rules and ordinances. Tenant shall not use or allow the Premises to be used for any unlawful purpose.
- f. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or any part of the Premises or any of its contents.
- g. Tenant shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Premises, Building or Property. Should the Tenant intentionally commit or allow to be committed any waste on or destruction of the Premises, Building or Property, the Tenant shall immediately restore the Premises, Building and Property to the original condition of the Premises, Building and Property at the inception of this Lease or as altered in accordance with plans and specifications as submitted to, and approved by the Landlord's City Manager, or, alternatively, pay to Landlord the cost of restoring the Premises, Building and Property to the condition herein stated, payment to be made within Thirty (30) days from the date of written notice given by the Landlord to the Tenant of the amount of such costs.
- h. Tenant will be solely responsible for security of Room 007a during the Lease Term and for any loss, damage, or destruction thereof. Tenant will be responsible for security of the upper level of the Building during Tenant's hours of operation, including unlocking the door to the upper level upon opening the gallery and locking the door to the upper level upon closing the gallery. Landlord will be responsible for security of the upper level of the Building when utilizing it for City sponsored events. Tenant agrees that it will be solely responsible for security of any and all personal property located in the Premises and for any loss, damage, or destruction thereof. Tenant hereby expressly waives any claims therefore against and indemnifies the Landlord for the same.
- i. Tenant shall, at Tenant's expense, obtain all necessary licenses and/or permits required for its use and operations on the Premises.

ARTICLE THREE

Term, Termination and Possession

3.1 Term. This Lease shall be for a one (1) year term beginning on the Commencement Date and ending on the Expiration Date, unless sooner terminated or extended as provided in this Agreement (the "Lease Term"). Subject to Landlord's reservation of rights, Tenant shall be

entitled to possession of the Premises on the Commencement Date through the Lease Term and shall give up possession and vacate the Premises on the Expiration Date or such other earlier termination date as provided in this Agreement.

3.2 Renewal. The Lease Term may be renewed for two (2) successive additional one (1) year term(s), and the Expiration Date shall be adjusted accordingly for the renewal term(s). In order for Tenant to elect to extend the Lease Term as provided herein, Tenant shall provide at least Thirty (30) days written notice to Landlord prior to the Expiration Date and each one (1) year extension thereof, as applicable. Unless otherwise expressly stated to the contrary, all provisions of this Lease shall be applicable to any such renewal period. If Tenant does not timely exercise its renewal option as set forth herein, Landlord shall not be required to renew this Lease beyond the initial term or any renewal, and Landlord may, at its sole option and discretion, allow this Lease to expire at the end of the initial term or any renewal. In no event shall Tenant be entitled to renew the term hereof, even though such notice is timely given, unless Tenant shall have timely performed all of its obligations hereunder as of the date of the expiration of the initial term hereof or any renewal term.

3.3 Termination. Notwithstanding any provisions to the contrary contained in this Agreement, this Lease shall terminate upon; (a) the Expiration Date; (b) upon uncured default; or (c) upon Sixty (60) days written notice from Landlord to Tenant declaring termination, whichever comes first.

3.4 Action Upon Termination. If this Agreement expires or is terminated for any reason, Tenant shall remove all of its personal property from the Premises and peacefully surrender possession of the Premises to Landlord prior to the date of expiration or termination at Tenant's sole cost and expense. Failure of the Tenant to remove its personal property by such date shall constitute a waiver of the right to do so and such personal property shall be deemed abandoned and the items may then be disposed of or used at the discretion of the Landlord without compensation to Tenant. All improvements to the Premises that are not personal property are the property of the Landlord and there shall be no compensation for the same paid by Landlord to Tenant during the Lease Term hereof or following expiration, termination or cancelation of this Agreement. Upon expiration, termination or cancelation of this Agreement, the Premises shall be returned to its pre-Lease condition, reasonable wear and tear excepted, unless an alternate condition is agreed upon in writing by Landlord. Tenant shall be responsible for the costs of repairs for any damages caused by Tenant to the Premises, Building or Property during the Lease Term, including but not limited to damage caused by Tenant's removal of Tenant's personal property, reasonable wear and tear excepted, as well as costs incurred by the Landlord to store or dispose of Tenant's personal property if Tenant abandons any of Tenant's personal property on the Property.

ARTICLE FOUR

Rent and Security Deposit

4.1 Rent. Tenant shall, for the entire Lease Term, pay to Landlord without demand, rent in the amount of Eight Hundred Fifty and No/100ths Dollars (\$850.00) per month (the "Rent"), starting on the Commencement Date and due the first day of each subsequent month. All

payments by Tenant to Landlord pursuant to this Agreement shall be made to the address specified for Landlord herein.

4.2 Security Deposit. A security deposit of \$1,500.00 shall be paid by Tenant to Landlord upon execution of this Lease. The deposit shall be held by Landlord for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of Rent or a measure of Landlord's damage in case of default by Tenant. Upon the occurrence of any event of default by Tenant or breach by Tenant of the terms and conditions of this Lease, Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of Rent, to remove any items or clean the space after Tenant vacates, or to repair any damage or injury, or pay any expense or liability incurred by Landlord as a result of the event of default or breach, and any remaining balance of the security deposit shall be returned to Tenant upon termination of this Lease.

4.3 Other Costs and Expenses. Unless expressly stated otherwise herein to the contrary, it is the intention of this Agreement that all costs and expenses of any nature or kind whatsoever, attributable to the Premises, including but not limited to any existing or future Tenant paid and Landlord approved improvements, shall be borne by Tenant and Tenant shall have the sole responsibility and liability for such costs and expenses, and the Landlord shall not have any responsibility or liability therefor.

ARTICLE FIVE

Payment of Taxes

5.1 The Premises is currently tax exempt, and is expected to remain tax-exempt property as to the Landlord under this Lease. However, as a non-governmental lessee, Tenant shall bear the cost of all taxes, assessments and other governmental charges (collectively referred to as "Taxes") that accrue against the Premises during the Lease Term, which are the result of this Lease or Tenant's use of the Premises. Landlord shall pay such Taxes when accrued and shall invoice Tenant for their portion of the same. Tenant shall make payment to Landlord within Thirty (30) days of the date of invoicing by Landlord.

5.2 Tenant shall be liable for all Taxes levied or assessed against any personal property, improvements or fixtures placed upon the Premises.

5.3 Tenant shall reimburse and hold Landlord harmless for any and all amounts Landlord may pay in satisfaction, release or discharge thereof attributable to this Lease.

ARTICLE SIX

Maintenance, Parking, and General Upkeep Responsibilities

The Parties shall share the responsibility and cost of maintenance, janitorial and common area expenses as follows:

6.1 Landlord shall be responsible for and shall keep in good repair and operating condition at its own expense:

6.1.1 All structural parts of the existing Building containing the Premises, including roof, glass windows, doors, foundation and all structural parts of the floors, walls and ceilings.

6.1.2 All existing mechanical and utility systems serving the Premises, including electrical wiring, heating, (and, where applicable, cooling) devices and ductwork.

6.2 Parking. Tenant understands that off-street parking is not available at the Building, Tenant shall be responsible for parking for Tenant's employees, customers, agents and invitees, in relation to its use of the Premises. However, Landlord shall provide up to two (2) "parking passes" for use by Tenant and its employees for the Parking Lot located near the Tourist Information Center and Paul Bunyan and Babe statues.

6.3 Tenant Maintenance. Tenant shall be responsible for maintenance of its own implements, temporary improvements, or articles which are the personal property of Tenant.

6.4 Snow Removal. Landlord shall keep the public sidewalks adjacent to the building and any public sidewalks or stairways leading from the public sidewalks to the building free from snow, ice, and debris.

6.5 Trash Removal. Landlord shall keep the common areas of the Building free of all accumulations of trash and debris, and shall provide the Premises with a means or system of waste or trash disposal.

6.6 Janitorial. Landlord shall provide janitorial services and supplies to the common areas of the Building. Tenant shall be responsible for providing these services to the Premises.

6.7 Other. Except as otherwise provided in this Agreement, Tenant is responsible, at Tenant's expense, for obtaining all services and paying corresponding expenses, of any kind or nature whatsoever, related to Tenant's use of the Premises.

ARTICLE SEVEN

Repairs

7.1 Repairs. Landlord shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that Landlord shall not be responsible for repairs upon implements, temporary improvements, or articles which are the personal property of Tenant, nor shall Landlord bear the expense of repairs to the Premises necessitated by damage caused by acts or omissions of Tenant, its agents, employees, tenants, visitors, volunteers, contractors, guests, clients, customers, patrons, or invitees beyond normal wear and tear. Tenant also shall be responsible to Landlord for damage to the Premises caused by acts or negligence of Tenant or Tenant's agents, employees or invitees. However, Landlord shall

be responsible for damage to the Premises and property of Tenant located thereon caused by acts or negligence of Landlord, its agents, employees, tenants, visitors, volunteers, contractors, guests, clients, customers, patrons, or invitees.

ARTICLE EIGHT

Utilities

8.1 Landlord shall pay all charges of public or private utility companies or commercial suppliers for electricity, water, sewage, natural gas, and other forms of energy, if any, furnished to the Building, including the Premises. Tenant remains responsible for its telecommunication services.

8.2 Tenant agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, and any other utility or service, whether such is furnished by the Landlord or obtained and paid for by Tenant

8.3 No Warranty. Landlord does not warrant that any of the services referred to above or any other services upon or to the Premises will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended if there is a strike, an accident, force majeure, or if repairs or improvements must be made for reasons beyond Landlord's control. Any such interruption or discontinuance of services shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render the Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease.

ARTICLE NINE

Subletting and Assignment

9.1 Tenant shall not assign its interest in this Lease and shall not sublet any portion of the Premises, or any right or privilege provided under this Lease or use of the Premises, or suffer any other person to occupy or use any portion of the Premises without the written consent of Landlord, which consent may be withheld in Landlord's sole judgment and discretion. Any assignment or sublease shall be in a form approved by Landlord and shall incorporate therein the terms of this Agreement.

ARTICLE TEN

Quiet Possession and Subordination

10.1 Landlord covenants that Tenant, upon paying the Rent, security deposit, and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term.

10.2 This Lease is subject and subordinate to all present or future financial encumbrances on the Premises and Property, and is further subject to all present and future easements, conditions, contracts and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of Landlord

or Tenant; provided, however, that Tenant shall at any time hereafter, at the request of Landlord or any lien holder, regulatory agency, or any purchaser of the Premises or Property, execute any instruments that may be required, and Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument if Tenant fails to timely do so in Landlord's reasonable judgment and discretion.

ARTICLE ELEVEN

Landlord's Reserved Rights

11.1 Landlord reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, Building, and Property, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part of the Property; (b) to enter to verify use of the Premises or perform cleaning or other Premises related maintenance services; and (c) to utilize the Premises—excepting Room 007a, which Tenant has exclusive possession of—for City sponsored events when not otherwise in use by the Tenant and outside of Tenant's hours of operation, with advanced written notice to Tenant. In the event that Landlord is utilizing Premises for City sponsored events, Landlord is responsible for all liability and damage associated with Landlord's use of the Premises.

11.2 Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Tenant therefore, the Landlord, its employees and its agents shall have the right to enter the Premises at all times for all reasonable purposes.

11.3 Landlord may order the immediate cessation of any use, improvements, project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public, or the Premises, Building, or Property.

11.4 Landlord may enter upon the Premises and may exercise any or all of the foregoing rights or any other rights provided in this Agreement without being deemed guilty of an eviction (actual or constructive) or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent or affecting Tenant's obligations hereunder. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement.

ARTICLE TWELVE

Landlord's Title

12.1 Tenant acknowledges that this is an agreement to lease the Premises only and that the Tenant does not in any way acquire title to the Premises, Building or any portion of the Property, under or by virtue of this Agreement.

12.2 Without the prior written consent of Landlord, Tenant agrees not to do any act to encumber, convert, pledge, sell, assign, lease, lend, conceal, abandon, give up possession of, or destroy the Premises, Building or any portion of the Property.

ARTICLE THIRTEEN
Alterations and Improvements

13.1 Landlord shall make improvements to the Premises, Building, and Property as is reasonably possible based on its sole discretion and judgment. For purposes of this Agreement, Landlord shall include the installation of paint rails located in the Premises upon Landlord's prior receipt of payment from Tenant in an amount of \$4,800.00 to be deposited with Landlord and used by Landlord to reimburse Landlord for the costs incurred by Landlord for such improvement, representing the cost of the paint rails and their installation. The paint rails will be used to hang artwork from the Premises' walls. The paint rails will be approximately 100 linear feet in length and will be installed on all walls in the Lakeview Room, located on the Building's upper level, excepting portions of the walls already occupied by fire alarms, windows, vents, doors, closets, and fireplaces or where installation is otherwise not possible. Any amount remaining following installation of the paint rails will be returned to Tenant within Fifteen (15) days of completion without interest on any remaining funds. Landlord shall not be obligated to expend any Landlord funds in excess of the Tenant's deposited improvement funds. A description and depiction of the improvements and their location as described in this paragraph is attached hereto as Exhibit B.

13.2 With the exception of paragraph 13.1, Landlord has made no promise to alter, remodel, repair, replace or improve the Premises, Building or Property, or any improvements thereon and has made no representation of the condition of the Premises, Building or Property, or any improvements thereon or the suitability of the Premises, Building or Property, or any improvements thereon for the purpose stated herein other than what is contained in this Lease.

13.3 Tenant shall not make material alterations, repairs, or replacement of the Premises or improvements to or within the Premises without the written consent of Landlord. Consent shall be obtained by submitting a written description to Landlord of the proposed alterations, repairs, improvements or replacements, including the location, size, proposed use, materials, color, and any other information that may be required by the Landlord. Landlord may approve, disapprove, require more information, or require certain modifications to the proposed alteration, repair, improvement or replacement at its sole judgment and discretion. Tenant's final written proposal including a clear indication of Landlord's assent and signed by Landlord's City Manager shall constitute written consent of Landlord. Unless otherwise agreed by both Parties, approved alteration, repair, improvement or replacement of the improvements shall be at the sole expense of Tenant.

13.4 Tenant shall allow no mechanic's liens to be incurred or filed against the Premises, Building, or Property. Tenant shall promptly pay for all alterations, repairs, replacements, and improvements, which it may make under this Lease that are approved by Landlord, and shall save and hold harmless Landlord from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration, repair, replacement, or improvement made by Tenant hereunder. Tenant may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. Tenant shall indemnify and hold harmless Landlord against any loss or liability by reason of such contest.

13.5 Any leasehold alterations, repairs, replacements, or improvements to the Premises shall be and remain the property of Landlord and no compensation shall be paid to the Tenant regarding the same at any time during the Lease Term or following expiration, termination or cancelation of this Agreement.

13.6 Tenant shall, at Tenant's expense, make any alteration, repair, replacement, or improvement to the Premises, which are needed to maintain the Premises in their original condition or their condition as altered, if such alteration has been approved in writing by the Landlord. The Tenant shall at all times maintain the Premises, and any allowed improvements made thereto, in a good and safe condition.

ARTICLE FOURTEEN

Condition of Premises

14.1 Tenant, at its expense, shall keep the Premises in a safe and Leasable condition based on the purpose of this Agreement. If Tenant does not do so, Landlord may (but need not) restore the Premises to a safe and Leasable condition, but Landlord has no duty or obligation to do so, and Tenant shall pay the cost within Thirty (30) days of being billed by Landlord. This Article shall not apply to damage or destruction otherwise provided for in Article Fifteen of this Agreement.

14.2 At the expiration or termination of this Lease, the Premises will be returned to Landlord in good condition, reasonable wear and tear excepted.

ARTICLE FIFTEEN

Destruction or Damage

15.1 Tenant Obligations. Tenant agrees:

- a. That it will obtain all necessary federal, state and local permits for its operations as necessary.
- b. That it will operate in accordance with all federal, state and local laws and regulations.
- c. That it will keep the Premises in such repair as at the commencement of the Lease Term or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended peril coverage perils only excepted.
- d. That it will not injure, overload or suffer to be injured or overloaded the Premises or any part thereof.
- e. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any federal or state law or any ordinance of the City now or hereafter made, or which shall be injurious to any person or

property or which shall be liable to endanger or affect any insurance on the said Premises.

15.2 Casualty Damage. If all or a substantial portion of the Premises is rendered un-Leasable by fire or casualty, and it is reasonably anticipated by Landlord that even though undertaken and pursued with all due diligence, it will require more than six (6) months to repair the Premises, then within Thirty (30) days after the fire or casualty, Landlord shall send a written notice of its determination to the Tenant. Then either Party may terminate this Lease as of the date of the fire or casualty by sending the other party a notice in writing of its election to so terminate within Fourteen (14) days after the date of the notice from the Landlord described above. During the period when the Premises are 50% or more un-Leasable due to fire or casualty such that all or a substantial portion of the Premises cannot be occupied or operated for the purposes stated herein, the Rent shall be abated on a prorated basis for the period during which the Premises is 50% or more un-Leasable. If Landlord otherwise determines the Premises are un-Leasable and requires Tenant to vacate the entirety of the Premises, the Rent shall be abated on a prorated basis for the period during which Tenant vacates the Premises.

ARTICLE SIXTEEN

Hold Harmless

16.1 Indemnification. Tenant shall defend, indemnify and hold Landlord harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the condition, repair, maintenance, use, replacement, construction or operation of the Premises and any improvements located thereon, any subleases and sublessee uses, and any event uses, including but not limited to any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the Premises or Property that is due directly or indirectly to this Lease, subleases, or the condition, maintenance, use or operation of the Premises or Property by Tenant, Tenant's employees, tenants, assignees, visitors, members, board, officers, agents, contractors, volunteers, clients, customers, patrons, guests, and invitees. The indemnification provision of this Article shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Landlord or to damages or other losses resulting from Landlord's use of the Premises for City sponsored events. All indemnification obligations shall survive termination, expiration or cancellation of this Lease.

16.2 Assumption of Risk. Tenant knows, understands and acknowledges the risks and hazards associated with using the Premises, Building and Property for the purposes stated herein, including but not limited to subleasing and event uses of the Premises, Building and Property, and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the Landlord or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Tenant as a result of using the Premises, Building or Property, including but not limited to subleasing and other uses of the Premises, Building and Property, except to the extent such claims arise out of the negligence or willful misconduct of Landlord, and Tenant hereby irrevocably releases and discharges the Landlord and any of its officials, employees or agents from any and all claims of liability, except to the extent such claims arise out of the negligence or willful misconduct of Landlord.

16.3 Hazardous Materials. Tenant agrees that it shall indemnify, defend and hold the Landlord, and its officials, agents and employees harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims and cost of cleanups) or loss including attorney's fees, consultant fees and expert fees that arise during or after the term of this Lease from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the Premises, Building or Property, which exist as a result of the operations, acts, defaults, omissions, negligence or willful misconduct of Tenant, its officers, employees, tenants, assignees, or agents. Tenant shall not use or engage in the manufacture of hazardous chemicals on the Premises.

16.4 No Third-Party Right of Action. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Landlord or Tenant. Tenant's services under this Agreement are being performed solely for Landlord's benefit, and no other entity shall have any claim against Tenant because of this Agreement or the performance or nonperformance of services provided hereunder.

ARTICLE SEVENTEEN

Holding Over

17.1 Landlord's Rights. If Tenant without the consent of Landlord retains possession of the Premises or any part thereof after termination, expiration or cancelation of the Lease Term, then Landlord can elect to recover possession of the Premises by pursuing its rights under this Lease or at law. In such case, Landlord shall further be able to recover in damages for the period Tenant holds over an amount equal to \$1,500.00 per month computed on a daily basis until Landlord receives possession of the Premises and in addition thereto, Tenant shall pay Landlord all direct damages sustained by reason of Tenant's retention of possession. Alternatively, Landlord can elect to retain Tenant on a month to month tenancy, terminable by Thirty (30) days written notice from Landlord to Tenant, at a rent amount equal to \$1,500.00 per month.

ARTICLE EIGHTEEN

Surrender of Possession

18.1 Upon the termination of the Lease Term, Tenant shall immediately surrender the Premises (together with any alterations and improvements) to Landlord in good order, repair and condition, ordinary wear and fire or casualty losses for which Tenant is not responsible excepted, and shall remove all equipment, trade fixtures and other items of Tenant's personal property from the Premises. Tenant shall pay Landlord upon demand the cost of repairing any damage to the Premises caused by such removal. Tenant shall leave the Premises in its pre-Lease condition, reasonable wear and tear and any approved improvements and alterations excepted. If Tenant fails or refuses to remove Tenant's personal property from the Premises, Tenant shall be presumed to have abandoned the personal property and Landlord may dispose of the same without incurring liability, at Tenant's expense, and without any compensation by Landlord to Tenant for such personal property or any improvements.

ARTICLE NINETEEN

Compliance with Laws, Ordinances and Regulations

19.1 Throughout the Lease Term, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, opinions, directives, regulations and requirements of all federal, state, City and other local governments having jurisdiction over the same.

19.2 Tenant shall likewise observe and comply with, or shall cause to be observed and complied with, all the requirements of all policies of commercial/comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

ARTICLE TWENTY

Insurance

20.1 Personal Property Insurance Coverage. Tenant shall at all times during the term of this Lease, and at the Tenant's sole expense, insure all personal property owned or under the control of Tenant, which is situated on the Premises against loss or damage by fire and other perils as required by the Minnesota Standard Fire Insurance Policy and the Extended Coverage Endorsements for 100% of the full replacement thereof. Further, Tenant agrees to defend, indemnify, and hold Landlord harmless from any loss, claim, demand, or cause of action resulting from destruction to, or damage of, such personal property.

20.2 Liability Insurance Coverage. Tenant shall, at Tenant's expense, maintain in effect commercial general liability insurance covering both bodily injury and property damage with limits not less than \$1,000,000 per occurrence. The Tenant's insurance policy and certificate shall not be canceled or its conditions altered in any manner without Ten (10) days prior written notice to Landlord's City Clerk. The insuring company shall deliver to the City Clerk certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied.

20.3 Failure to Maintain Insurance. Failure by Tenant to maintain insurance as required herein during the term hereof, shall constitute a default subject to termination of this Agreement pursuant to Article Twenty-One hereof.

ARTICLE TWENTY-ONE

Default and Remedies

21.1 If Tenant shall default in the payment of any Rent, or in the payment of any other sum required to be paid by Tenant under this Lease, and such default shall continue for Ten (10) days after written notice to Tenant, or if Tenant shall default in the observance or performance of any of the other covenants or conditions in this Lease, which Tenant is required to observe or perform, and such default shall continue for Thirty (30) days after written notice to Tenant, or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed

against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within Thirty (30) days following the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not be dismissed within Thirty (30) days from the date of appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall abandon or vacate the Premises, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to Tenant or any other person, terminate this Lease and immediately repossess the Premises, in addition to all other rights and remedies provided at law or in equity. The provisions of this Section shall survive any termination of this Lease.

21.2 No right or remedy conferred upon or reserved to Landlord or Tenant by this Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon Landlord and Tenant by this Agreement or by law shall be cumulative and in addition to every other right and remedy.

21.3 If any action at law or in equity shall be brought by Landlord to recover any payments and/or costs to be made by Tenant under this Agreement or on account of any breach of this Agreement by Tenant or for the recovery of the possession of the Premises, Landlord shall be entitled to recover from Tenant, as applicable, reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

ARTICLE TWENTY-TWO

Notices

22.1 All notices required under the terms of this Lease shall be deemed to have been properly served or given Three (3) days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or Two (2) days after deposit in a nationally recognized overnight courier service, addressed to Landlord or Tenant at the addresses identified below or to such other address within the continental limits of the United States and to the attention of such Party as the Parties may from time to time designate by written notice to the other.

If to Landlord: Rich Spickza, City Manager
City of Bemidji
317 4th St NW
Bemidji, MN 56601
218-759-3590
richard.spiczka@ci.bemidji.mn.us

If to Tenant: Mary Knox-Johnson, President
Loon Country Arts Collective
7128 Fergeson Ct NE
Bemidji, MN 56601
218-760-5457
moxnk@paulbunyan.net

ARTICLE TWENTY-THREE

Signage

23.1 Tenant shall be allowed to install a sign with the name of the gallery on the sign outside of the Building and a similar name sign within the Building, but outside the Premises, subject to Landlord's approval of the signs' locations, contents (text, style and color) and sizes. All signs shall be removable and temporary and in compliance with City Code. Any damages or costs incurred by the Landlord caused by the installation or removal of signs shall be the responsibility of the Tenant and shall be reimbursed to the Landlord within Thirty (30) days of invoicing the Tenant. All signage placed by Tenant on the Premises shall be removable and shall be subject to the following:

- a. All signs must comply with City ordinances and applicable law;
- b. Sign installation or removal shall be conducted by the City in a location approved by the City;
- c. All signs shall only be for purposes of identifying Tenant's name and must be approved by the City prior to use; and
- d. The Parties agree that the City, in permitting the Tenant to install a sign on the Premises, is not creating a forum for public speech protected by the United States or Minnesota constitutions. The City hereby reserves the right to reject any sign or other media placed upon the Property, Building, and Premises.

ARTICLE TWENTY-FOUR

Miscellaneous

24.1 Voluntary and Knowing Action. The Parties, by executing this Lease, state that they have carefully read this Lease and understand fully the contents thereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

24.2 Authorized Signatories. The Parties each represent and warrant to the other that: (1) the persons signing this Lease are authorized signatories for the entities represented; and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

24.3 No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties, it being understood that the sole relationship created hereby is one of Landlord and Tenant. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of Landlord and Tenant and no third party shall have

any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

24.4 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Tenant agrees that the Landlord, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Tenant and involve transactions relating to this Lease. The Tenant agrees to maintain these records for a period of six years from the date of termination of this Lease.

24.5 Governing Law. This Lease shall be deemed to have been made and accepted in Beltrami County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Lease without regard to its choice of law or conflict of laws principles.

24.6 Data Practices. The Parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minn. Stat. c. 13.

24.7 Nondiscrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

24.8 Dispute Resolution. Landlord and Tenant agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

24.9 Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to pandemic, fire, storm, flood, earthquake, explosion, war, pandemic, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

24.10 Interested City Officials. No elected or appointed official, officer, or employee of the Landlord shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

24.11 No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving Party.

24.12 Severability. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Lease to the extent of its invalidity or unenforceability, and this Lease shall be construed and enforced as if the Lease did not contain that particular provision to the extent of its invalidity or unenforceability.

24.13 Headings and Captions. Headings and captions contained in this Lease are for convenience only and are not intended to alter any of the provisions of this Lease and shall not be used for the interpretation of the validity of the agreement or any provision hereof.

24.14 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Landlord and the Tenant arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

24.15 Recitals and Exhibits. The recitals hereto and exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

24.16 Entire Agreement. All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the Parties superseding all prior agreements and understandings.

24.17 Modification/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by an authorized representative of the Landlord and the Tenant.

(remainder of this page left intentionally blank)

IN TESTIMONY WHEREOF, as of the day and year first hereinabove written the Parties have executed this Lease.

LANDLORD:

CITY OF BEMIDJI

By: _____
Jorge Prince, Its Mayor

By: _____
Rich Spiczka, Its City Manager

TENANT:

LOON COUNTRY ARTS COLLECTIVE

By: _____
Mary Knox-Johnson, Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF BELTRAMI)

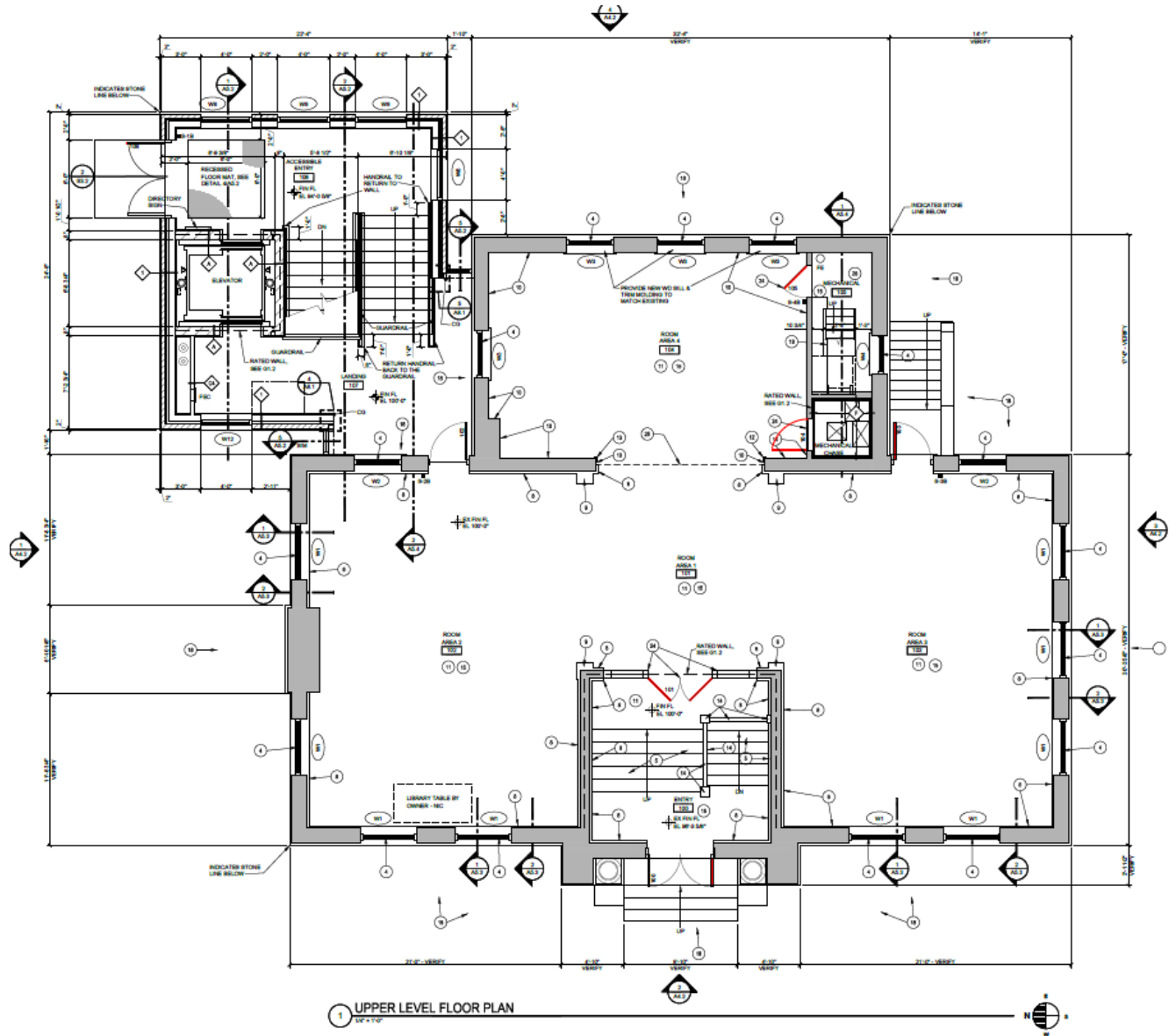
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of Loon Country Arts Collective, a nonprofit corporation organized under the laws of the State of Minnesota, Tenant.

Notary Public

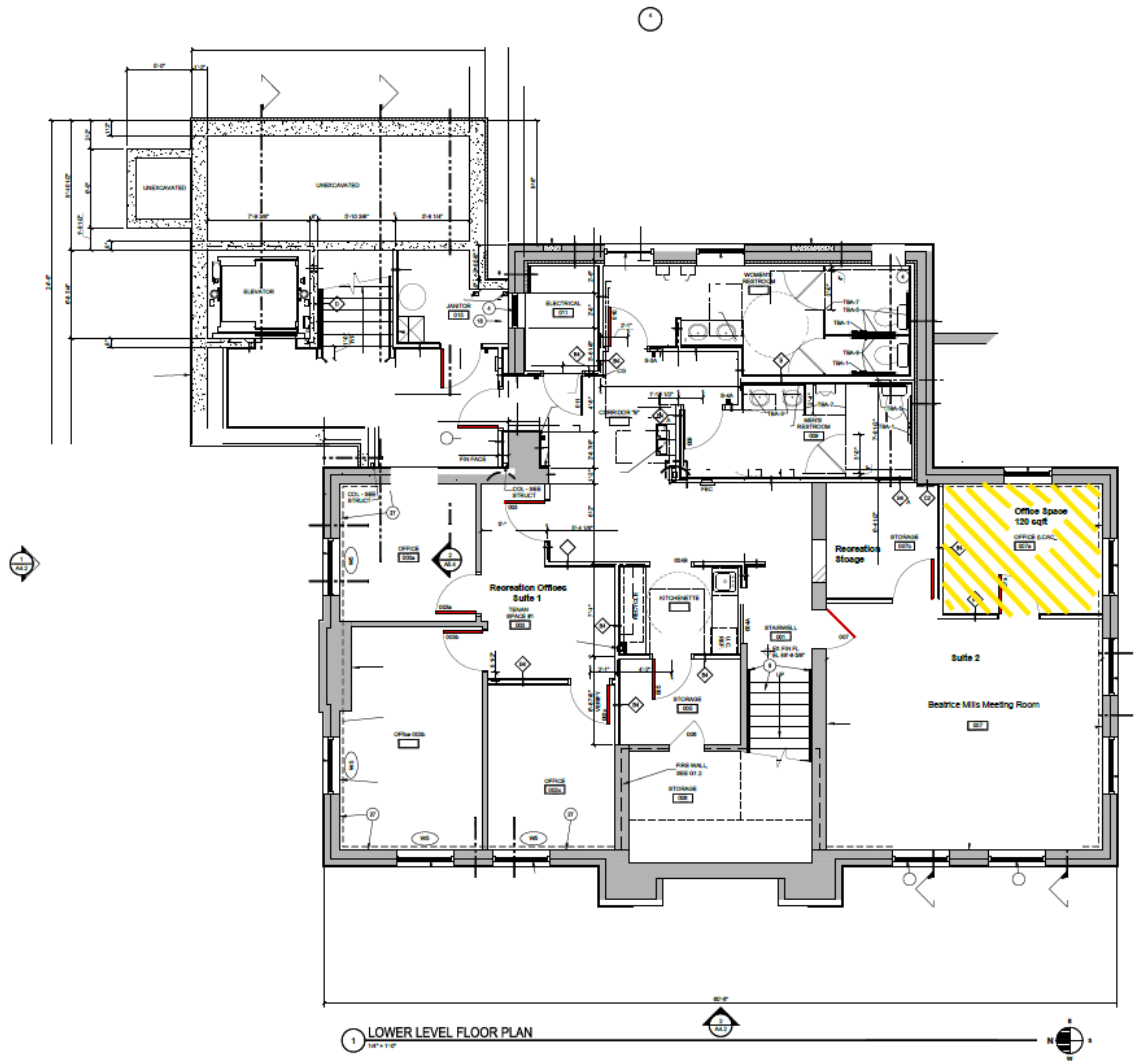
EXHIBIT A

DESCRIPTION AND DEPICTION OF PREMISES

Shared use of approximately 2,338 square feet of the Building, constituting the Building's entire upper level



Exclusive use of Room 007a in the Beatrice Mills Meeting Room in the Building's lower level



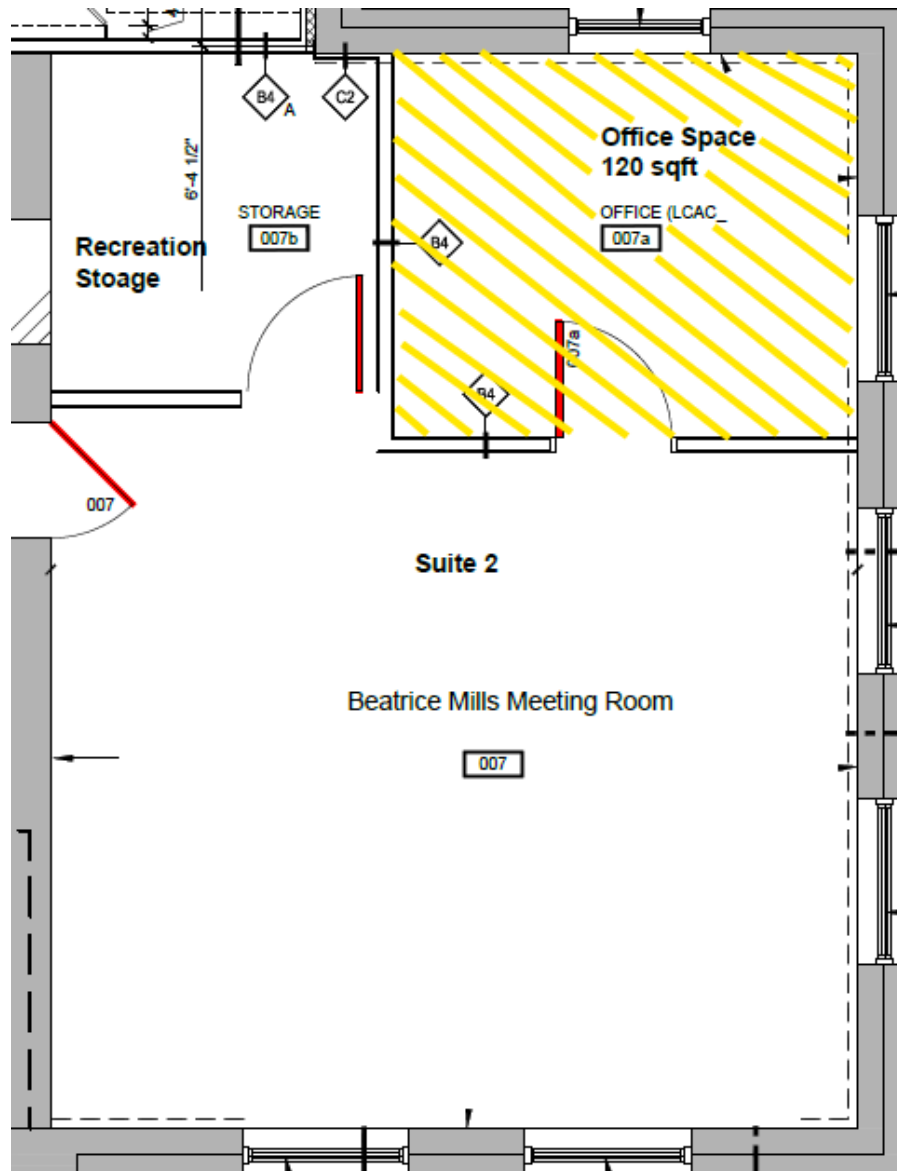
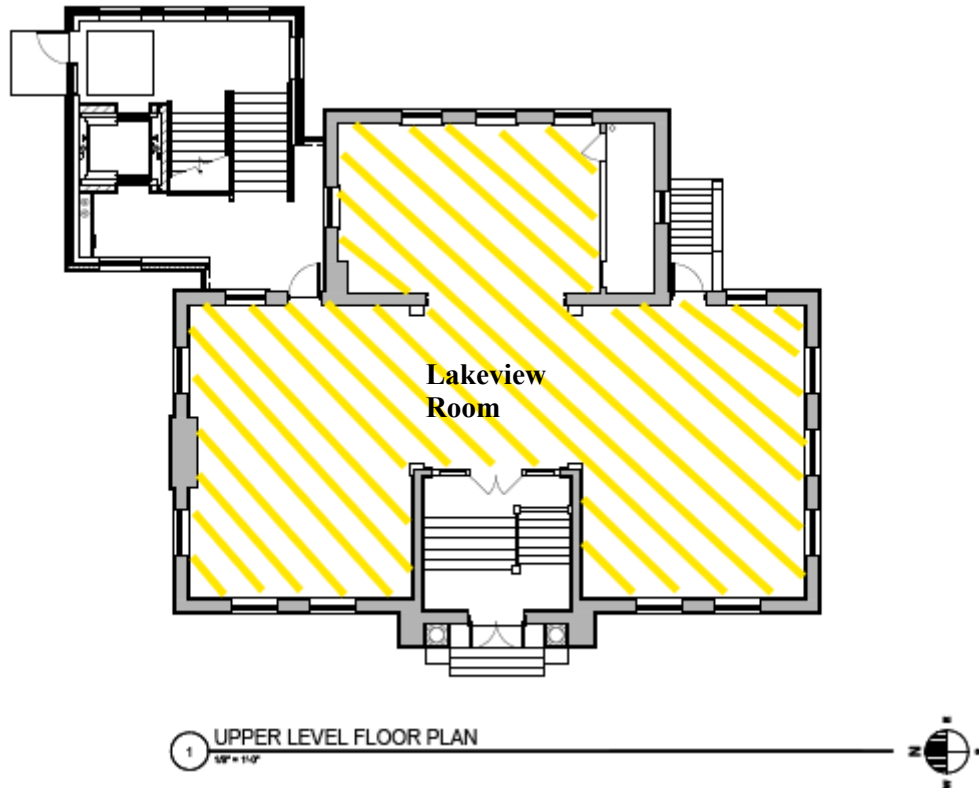


EXHIBIT B

DESCRIPTION AND DEPICTION OF IMPROVEMENTS

Paint rails will be installed along the walls of the Lakeview Room on the Building's upper level, excepting portions of the walls already occupied by fire alarms, windows, vents, doors, closets, and fireplaces or where installation is otherwise not possible





Bid Proposal: Paint Rail Carnegie Library

Christiansen Construction Co. Inc.
P.O. Box 456
Bemidji, MN. 56601

Date 9/19/2025
Quotation #
Customer ID City of Bemidji

Quotation For
Marcia Larson, Parks and Rec, City of Bemidji

Quotation valid until: 30 Days'
Prepared by: Eric Vandermeer

Comments or Special Instructions
Supply and Install Paint rail as needed.

Bid Includes:

Labor and Materials based on 100 LF of rail.

Bid Excludes:

Engineering and Design. Permits, "Historic building requirements" Hard to access areas above stairs

Estimator	P.O. Number	Ship Date	F.O.B. Point	Terms
Eric Vandermeer	Paint Rails			

Quantity	Description	Unit Price	Taxable?	Amount
	Project Management, Carpenters Truck and Foreman pay			\$ 300.00
100	Supply and install paint rail, location TBD. Stain to match existing woodwork, includes hangers and cables.	\$45		\$ 4,500.00

ACCEPTANCE OF PROPOSAL - Sign & Return 1 Copy:

Accepted. You Are Authorized To Do The Work As Specified.

SIGNATURE: _____ DATE: _____

Subtotal (Base Bid)

Alternate(s)

Other

TOTAL BID

\$	4,800.00
\$	-
\$	4,800.00



RE: Carnegie Library in Bemidji ref 80001936

From Wiener, Natascha (ADM) <natascha.wiener@state.mn.us>

Date Mon 10/6/2025 2:39 PM

To Marcia Larson <marcia.larson@ci.bemidji.mn.us>

[EXTERNAL]

Marcia,
A gallery sounds great for this space!

The additional rail will be fine as long as none of the other trim is damaged or cut. It would probably be best if the new picture rail does not look like the historic one – to avoid a false sense of history. You could consider a very simple rail and paint it to match the wall. We would not need additional review.

Thanks!



Natascha Wiener (she/her/hers) | Historical Architect

Minnesota State Historic Preservation Office

651-201-3294

natascha.wiener@state.mn.us

Please reference this [SHPO Environmental Review Program Update](#) regarding current project review timelines and staffing changes for the Environmental Review Program.

[MnSHIP](#) is now live! Learn more about [Minnesota's Statewide Historic Inventory Portal](#) and how to access historic survey information.

From: Marcia Larson <marcia.larson@ci.bemidji.mn.us>

Sent: Monday, October 6, 2025 2:34 PM

To: Wiener, Natascha (ADM) <natascha.wiener@state.mn.us>

Subject: RE: Carnegie Library in Bemidji ref 80001936

Hi Natascha,
The goal is to be able to hang art work from the new paint rail. The existing would not support that type of use. So yes another rail to hang art. We are hoping to use the space as a gallery.

Marcia Larson
Recreation Department

Historic Carnegie Library
426 Bemidji Ave PO Box 1346
Bemidji MN 56601
(o)218.333.1860 (c)218.766.2529

From: Wiener, Natascha (ADM) <natascha.wiener@state.mn.us>

Sent: Monday, October 06, 2025 2:31 PM

To: Marcia Larson <marcia.larson@ci.bemidji.mn.us>

Subject: RE: Carnegie Library in Bemidji ref 80001936

[EXTERNAL]

Hi Marcia,
Thanks for the photos – can you tell me why you need this second picture rail and why it would be lower than the historic one? I the ceiling being modified in some way or you just trying to have another picture rail so you can more easily hang thing from it?

Thanks,



Natascha Wiener (she/her/hers) | Historical Architect

Minnesota State Historic Preservation Office

651-201-3294

natascha.wiener@state.mn.us

Please reference this [SHPO Environmental Review Program Update](#) regarding current project review timelines and staffing changes for the Environmental Review Program.

[MnSHIP](#) is now live! Learn more about [Minnesota's Statewide Historic Inventory Portal](#) and how to access historic survey information.

From: Marcia Larson <marcia.larson@ci.bemidji.mn.us>

Sent: Thursday, October 2, 2025 3:13 PM

To: Wiener, Natascha (ADM) <natascha.wiener@state.mn.us>

Subject: Re: Carnegie Library in Bemidji ref 80001936

You don't often get email from marcia.larson@ci.bemidji.mn.us. [Learn why this is important](#)

Hello Natascha!

I am sending photos of the Carnegie Library and the existing modeling or paint rail. It's 100 years old. There is no intention of doing anything near this rail.

What is proposed is adding a second rail in oak similar lower on the hall to provide a way to hang art work. The Beltrami Country Historic Depot has a similar system installed. I am sharing photos of those paint rails.

Thank you!

Marcia

Get [Outlook for iOS](#)

From: Marcia Larson <marcia.larson@ci.bemidji.mn.us>

Sent: Tuesday, September 30, 2025 6:34:18 PM

To: Wiener, Natascha (ADM) <natascha.wiener@state.mn.us>

Subject: Re: Carnegie Library in Bemidji ref 80001936

Hi!

Yes I will send photos and provide whatever information will assist the discussion.

Thank you for the response

Get [Outlook for iOS](#)

From: Wiener, Natascha (ADM) <natascha.wiener@state.mn.us>

Sent: Tuesday, September 30, 2025 5:14:54 PM

To: Marcia Larson <marcia.larson@ci.bemidji.mn.us>

Subject: RE: Carnegie Library in Bemidji ref 80001936

[EXTERNAL]

Marcia,

I'd be happy to answer some of your questions, but I'm not entirely sure I understand all the moving parts here.

Do you want to send some photos so I can see the situation?

Thanks,

Natascha



Natascha Wiener (she/her/hers) | Historical Architect

Minnesota State Historic Preservation Office

651-201-3294

natascha.wiener@state.mn.us

Please reference this [SHPO Environmental Review Program Update](#) regarding current project review timelines and staffing changes for the Environmental Review Program.

[MnSHIP](#) is now live! Learn more about [Minnesota's Statewide Historic Inventory Portal](#) and how to access historic survey information.

From: Marcia Larson <marcia.larson@ci.bemidji.mn.us>
Sent: Tuesday, September 30, 2025 1:47 PM
To: Wiener, Natascha (ADM) <natascha.wiener@state.mn.us>
Cc: Spong, Amy (ADM) <amy.spong@state.mn.us>
Subject: Carnegie Library in Bemidji ref 80001936

Some people who received this message don't often get email from marcia.larson@ci.bemidji.mn.us. [Learn why this is important](#)

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hello!

The Carnegie Library in Bemidji - Located at 426 Bemidji Avenue N. is on the National Register and was restored in 2017/2018. The Recreation department is currently operating out of the lower level - but working on an agreement with a local gallery to move into the upstairs. A discussion has centered on the existing 100 year old paint rail - which was preserved through the restoration process. The existing paint rail is located 18" or so from the ceiling and is very fragile.

The question is: is it possible to install a paint rail that matches the existing oak woodwork several feet below the 100-year-old paint rail, not disturbing the existing one or the integrity or historical nature of it. And if it allowable, is there paperwork that needs to be submitted prior or after the work is completed?

I would appreciate any assistance. I have been in contact with the contractor who completed the restoration and feel confident that it is possible to install the 2nd paint rail and this would be the most effective way to hang anything in the space.

Please get back to me at your earliest convenience.

Marcia

▼	80001936	Beltrami	Bemidji	Bemidji Carnegie Library	426 Bemidji Ave.	19801125
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CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025

Action Requested: Approval of Two Memorandums of Understanding with Great River Greening

Prepared By: Scott Schroeder, Parks Superintendent

Background:

Through the Great River Greening (GRG) Cooling Minnesota Communities Tree Program, GRG partners with cities and school districts to rebuild urban tree canopies where they are most limited. The program assists in planning and hosting free tree distribution events for residents, as well as sourcing and planting climate-resilient tree species on public lands prioritizing neighborhoods with the greatest environmental and community needs. This program is fully funded by federal and state grants, with no direct cost to the City.

Each partnership agreement is tied to a specific funding source, requiring the inclusion of unique language mandated by the respective grant, thus the need for separate Memorandums of Understanding (MOUs).

Under the proposed MOU, Great River Greening will oversee full project administration, fiscal management, supplying 150 trees annually through 2028 for our City boulevards and greenspaces, watering and maintenance for up to three years (or until grant completion), and all associated reporting and audit requirements. The City of Bemidji will provide site access, mapping data, a point of contact, and support for planting the trees annually, along with coordination and communication efforts consistent with City policies and plans.

Approval of this MOU will allow the City to participate in a fully funded program that enhances Bemidji's urban canopy, supports environmental resilience, and engages residents in community greening efforts.

Recommendation:

Staff recommends that the City Council approve the MOU with Great River Greening for participation in the Cooling Minnesota Communities Tree Program. This partnership will enhance Bemidji's urban canopy, advance the City's environmental and sustainability goals, and engage residents in tree planting and stewardship, all at no direct cost to the City.

**COOLING MINNESOTA COMMUNITIES
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEMIDJI AND GREAT RIVER GREENING**

- I. **Parties.** This Memorandum of Understanding (MOU) is made is made the **23rd of September 2025** between **Great River Greening (hereinafter referred to as "GRG")**, a 501c3 non-profit located in St. Paul, Minnesota and **the City of Bemidji (hereinafter referred to as the "City")**.
- II. **Scope of Services and Responsibilities.** GRG and City agree to partner to work on public property in census tracts in the city that qualify as CEJST disadvantaged areas, with the goal of increasing tree canopy.

Responsibilities

GRG Responsibilities. GRG agrees to provide the following list of services:

- Full and complete administration of the federally funded grant received from the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program
- Fiscal authority over project costs and activities
- Tree planting (work will be done by GRG field staff, contractors, and/or supervised volunteers)
- Watering of newly planted trees for three (3) years or until end of grant, whichever comes first (GRG will coordinate with a contractor)
- Grant reporting and administration (work will be done by GRG with inputs from City)

City Responsibilities. The City agrees to provide the following list of services:

- Provide maps and other existing documentation relevant to the program
- Provide a point of contact
- Access to site or properties
- Support logistical and/or coordination requests during events
- Comply with regular data requests to support reporting obligations
- Tree planting (planting work to be completed by City staff will be determined jointly by GRG and City)

- III. **Limitation of liability.** The City shall indemnify GRG and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney's fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of GRG, its agents or employees.

GRG shall indemnify the City and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney's fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of the City, its agents or employees.

- IV. **Amendment.** This Agreement may be amended only in a written document signed by both parties.
- V. **Independent Contractors.** Each party, its officers, agents and employees are at all times an independent contractor to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venture of or with, the other.
- VI. **Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement, and it supersedes all prior and concurrent agreements, understandings, promises or representations, whether written or oral, made by either party to the other concerning such subject matter.
- VII. **Insurance.** GRG agrees to maintain during the term of this Consulting Contract the following insurance: Workers Compensation Insurance, Commercial General Liability (with coverage no more restrictive than that provided for by standard ISO Form CG 00 01 11 88 or CG 00 01 10 93 with standard exclusions "a" through "n") with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damages, the limit specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.
- VIII. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such provision.
- IX. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota and the federal government.
- X. **Termination.** This agreement may be terminated by either party, with or without cause upon 30 days written notice to GRG or the Authorized Agent of the City.

- XI. **Completion.** Work for this Project will be performed by **February 28th, 2029**, unless circumstances beyond GRG's control that prevents GRG from completing the Project.

Authorized Representatives

Contracting Agent
Great River Greening

Project Manager
Katie Edmond

Address
251 Starkey Street, Suite 2200
Saint Paul, MN 55107

Contact Phone Number
(952) 239-9515

Email Address
kedmond@greatrivergreening.org

Landowner
City of Bemidji

Authorized Contact
Scott Schroeder

Address
1351 5th St NW
Bemidji, MN 56387

Contact Phone Number
(218) 333-1861

Email Address
scott.schroeder@ci.bemidji.mn.us

The Grantee and the Subcontractor hereby each certify that it is the authorized representative and appropriate signatory for this Agreement. The authorized signatory representative below can differ from the authorized representative (main contact) listed above.

Grantee Authorized Representative	Landowner Authorized Representative
Great River Greening	City of Bemidji
Signature: _____	Signature: _____
Name: Kateri Routh	Name: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Grant Manager Initials: *TR 9/30/25*

Conservation Director Initials: *TR 9/30/25*

Director of Finance Initials: *09/30/2025*

**BUILDING RESILIENT URBAN FORESTS FOR CLIMATE CHANGE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEMIDJI AND GREAT RIVER GREENING**

- I. **Parties.** This Memorandum of Understanding (MOU) is made is made the **23rd of September 2025**, between **Great River Greening (hereinafter referred to as “GRG”)**, a 501c3 non-profit located in St. Paul, Minnesota and **the City of Bemidji (hereinafter referred to as the “City” and/or “Landowner”)**.
- II. **Recitals.** Funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund (ENRTF) as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR); and

Under Minn. Stat. §84.026 the Department of Natural Resources is empowered to enter into grant agreements.

Under M.L. 2024, Chapter 83, Sec. 2, Subd. 07b, Building Resilient Urban Forests for Climate Change, \$752,000 the second year is from the trust fund to the commissioner of natural resources for an agreement with Great River Greening to partner with municipalities and school districts to create gravel-bed nurseries, conduct tree assessments and mapping, and plant climate-resilient tree species on public lands in St. Cloud, Mankato, and the Twin Cities region. This appropriation is available until June 30, 2028, by which time the project must be completed and final products delivered.

With GRG contributing funds provided by the from the appropriation to the project, the Landowner is subject to terms as described in Exhibit A.

- III. **Scope of Services and Responsibilities.** GRG and the City agree to partner to work on public property sites mutually agreed upon by GRG and the City, with the goal of increasing tree canopy.

Responsibilities

GRG Responsibilities. GRG agrees to provide the following list of services:

- Full and complete administration of the project
- Fiscal authority over project costs and activities
- Tree planting (work will be done by GRG field staff, contractors, and/or supervised volunteers)
- Watering of newly planted trees for three (3) years or until end of grant, whichever comes first (GRG will coordinate with a contractor)
- All required state grant administration, yearly auditing, biannual reporting, and required storage of grant related documents for 7 years after completion (work will be done by GRG with inputs from City).

City Responsibilities. The City agrees to provide the following list of services:

- Provide maps and other existing documentation relevant to the program
- Provide a point of contact
- Access to site or properties by GRG and subcontractors
- Support logistical and/or coordination requests during events
- Comply with regular data requests to support reporting obligations
- Coordination and approval of Project activities consistent with the City plans, goals and policies
- Resident notification and signage as appropriate for communication to the public.
- Tree planting (planting work to be completed by City staff will be determined jointly by GRG and City)

- IV. **Limitation of liability.** The City shall indemnify GRG and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney’s fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of GRG, its agents or employees.

GRG shall indemnify the City and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney’s fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of the City, its agents or employees.

- V. **Amendment.** This Agreement may be amended only in a written document signed by both parties.
- VI. **Independent Contractors.** Each party, its officers, agents and employees are at all times an independent contractor to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venture of or with, the other.

- VII. **Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement, and it supersedes all prior and concurrent agreements, understandings, promises or representations, whether written or oral, made by either party to the other concerning such subject matter.
- VIII. **Insurance.** GRG agrees to maintain during the term of this Consulting Contract the following insurance: Workers Compensation Insurance, Commercial General Liability (with coverage no more restrictive than that provided for by standard ISO Form CG0001 0413 with standard exclusions "a" through "n") with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damages, the limit specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.
- IX. **Equal Employment and Americans with Disabilities.** In connection with the work under this agreement, GRG agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. Failure on the part of GRG to conduct its own employment practices in accordance with applicable laws may result in the withholding of all or part of regular payments by the City due under this agreement unless or until GRG complies with the Partner policy, and/or suspension or termination of this agreement.
- X. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such provision.
- XI. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota and the federal government.
- XII. **Termination.** This agreement may be terminated by either party, with or without cause upon 30 days written notice to GRG or the Authorized Agent of the City.
- XIII. **Completion.** Work for this Project will be performed by **November 30th, 2027**, unless circumstances beyond GRG's control that prevents GRG from completing the Project.

Authorized Representatives

Contracting Agent
Great River Greening

Project Manager
Katie Edmond

Address
251 Starkey Street, Suite 2200
Saint Paul, MN 55107

Contact Phone Number
(952) 239-9515

Email Address
kedmond@greatrivergreening.org

Landowner
City of Bemidji

Authorized Contact
Scott Schroeder

Address
1351 5th St NW
Bemidji, MN 56387

Contact Phone Number
(218) 333-1861

Email Address
scott.schroeder@ci.bemidji.mn.us

The Grantee and the Subcontractor hereby each certify that it is the authorized representative and appropriate signatory for this Agreement. The authorized signatory representative below can differ from the authorized representative (main contact) listed above.

Grantee Authorized Representative	Landowner Authorized Representative
Great River Greening	City of Bemidji
Signature: _____	Signature: _____
Name: Kateri Routh	Name: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Grant Manager Initials: *TR 09/02/2025*

Conservation Director Initials: *TR 09/02/2025*

Director of Finance Initials: *GS 09/02/2025*

**EXHIBIT A: TERMS OF 'Building Resilient Urban Forests for Climate Change'
M.L. 2024 APPROPRIATION**

Grantee
Great River Greening

Landowner
City of Bemidji

Under Minn. Stat. §84.026 the Department of Natural Resources is empowered to enter into grant agreements.

Under M.L. 2024, Chapter 83, Sec. 2, Subd. 07b, Building Resilient Urban Forests for Climate Change, \$752,000 the second year is from the trust fund to the commissioner of natural resources for an agreement with Great River Greening to partner with municipalities and school districts to create gravel-bed nurseries, conduct tree assessments and mapping, and plant climate-resilient tree species on public lands in St. Cloud, Mankato, and the Twin Cities region. This appropriation is available until June 30, 2028, by which time the project must be completed and final products delivered.

As a sub-recipient of this funding, the Landowner is subject to the terms below:

1.0 GENERAL CONDITIONS

1.1 COMPLIANCE

The Landowner acknowledges that these funds are proceeds from the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Trust Fund"), which is subject to certain legal restrictions and requirements, including Minnesota Statutes Chapter 116P. The Landowner is responsible for compliance with this and all other relevant state and federal laws and regulations in the fulfillment of the Project.

1.2 ACCESS

The Landowner agrees to allow GRG, the Legislative-Citizen Commission on Minnesota Resources (LCCMR), and associates access to the Landowner's site and Landowner's activities for evaluation and promotion of the project. Access will be at reasonable times and with sufficient prior notification and will extend ten (10) years beyond the project completion date.

2.0 PROJECT

2.1 CONTRIBUTIONS

GRG's and Landowner's contributions must be for actual and direct costs for the Project Work. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminates the Agreement before its expiration, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund prior to final termination for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement.

2.2 ACKNOWLEDGMENTS

The Landowner agrees to acknowledge the Trust Fund's financial support for this Work in any statement, press release, bid solicitation, project publications, signage and other public communications and outreach related to the work completed using the Trust Fund appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the fund. The acknowledgement will contain the following language and/or logo(s):

Funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR).



Landowner agrees to maintain signs installed by GRG at the project site that includes this logo, and will include it in permanent signage installed by Landowner.

Endorsement. The Landowner must not claim that the State endorses its products or services.

2.3 ECOLOGICAL AND RESTORATION MANAGEMENT PLAN

For all restorations conducted with money appropriated under this section, GRG must prepare an ecological restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success of the restoration projects. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species native to Minnesota, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and take advantage of the best available science and include innovative techniques to achieve the best restoration. The plan and its implementation will follow the current version of Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines (<https://bwsr.state.mn.us/sites/default/files/2019-07/Updated%20guidelines%20Final%2007-01-19.pdf> January 2019 version).

2.4 RESTORATION EVALUATION

GRG must provide an initial restoration evaluation to LCCMR at the completion of the appropriation and an evaluation three years beyond the completion of the expenditure. Restorations must be evaluated relative to the stated goals and standards in the restoration plan, current science, and, when applicable, the Minnesota Board of Water & Soil Resources Native Vegetation Establishment and Enhancement Guidelines. The evaluation shall determine whether the restorations are meeting planned goals, identify any problems with the implementation of the restorations, and, if necessary, give recommendations on improving restorations. The evaluation shall be focused on improving future restorations.

2.5 LONG TERM RESTORATION

The Landowner acknowledges the long term maintenance and enhancement needs of the restoration process to achieve restoration goals. The Landowner agrees to maintain restoration for a minimum of 10 years. The Recipient agrees to make reasonable good faith effort to significantly contribute to the successful maintenance of the project.

If the Landowner(s) should fail to maintain the habitat restoration for 10 years, then the Landowner(s) agrees to reimburse the Minnesota Environment and Natural Resources Trust Fund for the pro-rated costs of all habitat restoration projects placed on the described land through this Agreement.

2.6 PROTECTED LAND

Landowner testifies that the restoration project is on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15; and will provide reasonable written documentation of such protection.

2.7 CONTRACTING

Landowner understands that GRG must give consideration to Conservation Corps Minnesota and Iowa or its successor for sub-contract restoration and enhancement services.

2.8 RESTORATION AND ENHANCEMENT GUIDELINES

Recipient and Landowner practices shall comply in every respect with:

DNR Pollinator Best Management Practices and Habitat Restoration Guidelines

(http://files.dnr.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf); and

Minnesota Board of Water & Soil Resources' Native Vegetation Establishment and Enhancement Guidelines

(<https://bwsr.state.mn.us/sites/default/files/2019-07/Updated%20guidelines%20Final%2007-01-19.pdf> January 2019 version)

MN-DNR Operational Order #113 Invasive Species

(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

MN-DNR Operational Order #59 Pesticide and Pest Control

(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf);

MN-DNR Division of Fish and Wildlife Pest and Pest Control Guidelines

(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/faw_pest.pdf);

These guidelines apply to planning and implementation.

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025

Action Requested: Approve CIP Requests for the Sanford Center

Prepared By: Trevor Johnsonk, Director of Finance for the Sanford Center

Background:

Sanford Center staff are recommending approval for the following purchases:

1. Ride on vacuum. This purchase will dramatically increase efficiency and cleanliness of our facility. It is estimated the cost savings in labor will pay for this asset in 9 months. This will be purchased off the state contract pricing through Tennant so there is not a need for multiple bids.
 - Tennant Company \$11,525.26
2. Electrical work to be done in the suites to accommodate our new inductions units. This is necessary to ensure our new inductions units will work properly. Only one bid as they were our low bid contractor approved by city for the electrical work to be done in the suites.
 - Hunt Electric \$15,740.00
3. Heat lamps for our suites. This will improve the guest experience by not burning the bottom of the pizza.
 - Webstaurantstore \$2,849.85
4. New boiler the quote for this is \$111,485.00 this is crucial infrastructure to the facility. We are down to one boiler and Higgins has been the company that knows our boilers and has worked on them. The last time we received quotes for work to be done on our boilers Higgins has always come in at the lowest price.
 - Higgins Heating \$111,485.00
5. New radios due to some of ours not working properly and not having enough. This poses a safety concern as well as a potential issue in general operations, and security. With the world juniors coming up I believe it is imperative we have the means to communicate effectively and efficiently to address any and all issues to ensure the success of that event along with many other we will have during the hockey season. The radios are being purchased from the original installer of our radio system, and they were the lowest bidder during that process.
 - Stones \$7,356.00

Financing:

These would be paid for out of the City's Sanford Center CIP budget for the facility.

Recommendation:

Approve CIP Requests for the Sanford Center.

PURCHASE ORDER

The Sanford Center
1111 Event Center Dr NE
Bemidji, MN 56601
218-441-4000

PURCHASE ORDER NUMBER:

2025-103

To be acquired from accounting department

[Signature]
Accounting signature

10/9/25
Date

ORDER DATE

TERMS

DATE NEEDED

Show purchase order number on all correspondence, invoices, etc.
Notify us immediately if you are unable to ship order as specified.

VENDOR NAME AND ADDRESS:

Tennant Sales and Service Company
10400 Clean Street
Eden Prairie, MN 55344-2650

PHONE 1-800-553-8033

E-MAIL

EVENT ID #

ACCOUNT#

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	1	S680 Rider Sweeper		\$ 11,525.2600	\$ 11,525.26
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
Sales Tax Rate =			8.500%	SUBTOTAL	\$ 11,525.26
				SHIPPING	\$ -
				TAX	\$ 979.65
				TOTAL	\$ 12,504.91

Gray highlighted cells contain formulas
The unit price and shipping cost will have to be added for each use

Requested by (Required information for all purchase orders)

Rodney Anderson
Signature

10/9/25
Date

Rodney Anderson
Print/Type Name

Approved by Supervisor (Required information for all purchase orders)

[Signature]
Signature

10/9/25
Date

Trevor Johnson
Print/Type Name

General Manager (Required information for all purchase orders)

Signature

Date

Print/Type Name

EXPLANATIONS/NOTES:



Tennant Sales and Service Company
10400 Clean Street
Eden Prairie, MN 55344-2650 USA
Tel: 1-800-553-8033
Fax: 1-763-513-2142

Vacuum ✓

Quotation

Ship-To

CITY OF BEMIDJI
SANFORD CENTER
1111 EVENT CENTER DR
BEMIDJI MN 56601-3348

Customer Number 4595307

CITY OF BEMIDJI
SANFORD CENTER
1111 EVENT CENTER DR
BEMIDJI MN 56601-3348

Quotation Number**24911982****Quotation Date** 09/19/2025**Valid Until** 11/19/2025**PO Number** S680 GSA QUOTE**Buyer** BOBBY ANDERSON**Tel** 218-441-4001**Delivery Terms**
FOB SHIPPING PT FRT PPD & ADD**Payment Terms**

Net 30 Days

Currency US Dollars**Bill-To**

CITY OF BEMIDJI
SANFORD CENTER
1111 EVENT CENTER DR
BEMIDJI MN 56601-3348

Qty	Unit	Material	Description	Unit Price	Extended Value
Notes GSA CONTRACT # GS-07F-098CA					
1	PC	M-S680	RIDER SWEEPER, S680, 1050MM		
			Machine Warranty: Parts24m/Labor&Trip6m/1000hr/Roto10yr		
			Reference Number: CARCREPKG		
			NFB		
			PAD		
			S680_1050		
			W225C20		
			Machine as equipped		
			Cleaning Width	1050 mm / 42"	
			Power Source	Battery	
			Battery	Wet 225AH C/20	
			Charger Location	Off-Board	
			Charger	27A 85-270V AC 50/60Hz 1Ph	
			Charger Power Cord	US Plug End	
			Carpet Care Package	Yes	
			Side Brush Location	Dual	
			Cleaning Tool	Natural Fiber Brush	
			Side Cleaning Tool	Polypropylene Brush	
			Warranty	Standard Warranty	

Prepared By: Matthew Leneau, Customer Service Representative



Tennant Sales and Service Company
10400 Clean Street
Eden Prairie, MN 55344-2650 USA
Tel: 1-800-553-8033
Fax: 1-763-513-2142

Quotation

Ship-To

CITY OF BEMIDJI
SANFORD CENTER
1111 EVENT CENTER DR
BEMIDJI MN 56601-3348

Customer Number 4595307

CITY OF BEMIDJI
SANFORD CENTER
1111 EVENT CENTER DR
BEMIDJI MN 56601-3348

Quotation Number**24911982**

Quotation Date 09/19/2025
Valid Until 11/19/2025
PO Number S680 GSA QUOTE

Buyer BOBBY ANDERSON
Tel 218-441-4001

Delivery Terms
FOB SHIPPING PT FRT PPD & ADD

Payment Terms
Net 30 Days

Currency US Dollars

Bill-To

CITY OF BEMIDJI
SANFORD CENTER
1111 EVENT CENTER DR
BEMIDJI MN 56601-3348

Qty	Unit	Material	Description	Unit Price	Extended Value
		Packaging	Pad Wrap		
			Gov Price Adjustment	-31.00 %	-5,139.18
			Ind. Funding Fee	86.44	86.44
			Price	11,525.26	11,525.26
			Net Value	11,525.26	11,525.26
		Subtotal			11,525.26
		Total			11,525.26
					12,050.63
					12,100 Rsd Vae

PURCHASE ORDER

The Sanford Center
1111 Event Center Dr NE
Bemidji, MN 56601
218-441-4000

PURCHASE ORDER NUMBER:

2025-104

To be acquired from accounting department

[Signature]
Accounting signature

10/9/25
Date

ORDER DATE:

TERMS:

DATE NEEDED:

Show purchase order number on all correspondence, invoices, etc.
Notify us immediately if you are unable to ship order as specified.

VENDOR NAME AND ADDRESS:

Hunt Electric

4330 West 1st Street, Shite B

Duluth, MN 55807

PHONE: 218-628-3323

E-MAIL:

EVENT ID #:

ACCOUNT#:

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	1	Electrical Work		\$ 15,740.0000	\$ 15,740.00
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
Sales Tax Rate =			8.500%	SUBTOTAL	\$ 15,740.00
				SHIPPING	\$ -
				TAX	\$ 1,337.90
				TOTAL	\$ 17,077.90

Gray highlighted cells contain formulas
The unit price and shipping cost will have to be added for each use

Requested by (Required information for all purchase orders)

<i>[Signature]</i> Signature	1 / 1 Date	 Print/Type Name
---------------------------------	---------------	---------------------

Approved by Supervisor (Required information for all purchase orders)

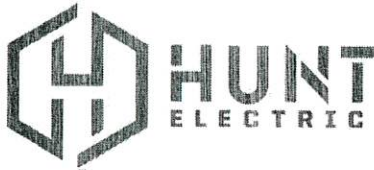
<i>[Signature]</i> Signature	10/2/25 Date	Tanine L. Johns Print/Type Name
---------------------------------	-----------------	------------------------------------

General Manager (Required information for all purchase orders)

<i>[Signature]</i> Signature	10/9/25 Date	Trevor Johnson Print/Type Name
---------------------------------	-----------------	-----------------------------------

EXPLANATIONS/NOTES:

Electrical Work for suites 145 for new induction units.



4330 West 1st Street, Suite B
Duluth, MN 55807
218-628-3323

Send to City ✓

September 22nd, 2025

Sean Lewis
Kraus-Anderson Construction Company
206 Beltrami Ave NW
Bemidji, MN 56601

Cook, MN 55723

RE: Sanford Center-Outlet Addition For Burners

Per our walk through, Hunt Electric proposes the following:

Scope:

- Hunt will add one outlet to each suite for a total of 15 outlets
- Hunt will add GFCI breaker for outlets added
- Hunt will install control panels for burners
- Sales taxes

Clarifications and Exceptions:

- All hours to be worked during normal working hours (7:00AM – 3:30PM)
- Burners and control panels supplied by others

Total Price: \$15,740.00 (Fifteen Thousand Seven Hundred Forty Dollars)

Please contact me with any comments or questions at 218-830-9403. Thank you.

Sincerely,

Kelly Hanson
Project Manager
Hunt Electric

PURCHASE ORDER

The Sanford Center
1111 Event Center Dr NE
Bemidji, MN 56601
218-441-4000

PURCHASE ORDER NUMBER:

2025- 102

To be acquired from accounting department

Janine L. Johnson
Accounting signature

9 / 22 / 25
Date

Show purchase order number on all correspondence, invoices, etc.
Notify us immediately if you are unable to ship order as specified.

ORDER DATE

TERMS

DATE NEEDED

10.6.2025

VENDOR NAME AND ADDRESS:

Webstaurant Store

PHONE

E-MAIL

EVENT ID #

ACCOUNT #

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	15	Avantco HLD24BKB 24" Black Dual Arm Flexible Heat Lamp with Weighted Base		\$ 189.99	\$ 2,849.85
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
8				\$ -	\$ -
9				\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
Sales Tax Rate =			8.500%	SUBTOTAL	\$ 2,849.85
				SHIPPING	\$ -
				TAX	\$ -
				TOTAL	\$ 2,849.85

Gray highlighted cells contain formulas
The unit price and shipping cost will have to be added for each use

Requested by (Required information for all purchase orders)

	/ /	
Signature	Date	Print/Type Name

Approved by Supervisor (Required information for all purchase orders)

<i>Janine L. Johnson</i>	9/19/2025	Janine L. Johnson
Signature	Date	Print/Type Name

General Manager (Required information for all purchase orders)

<i>Janine L. Johnson</i>	09/22/2025	<i>Trew Johnson</i>
Signature	Date	Print/Type Name

EXPLANATIONS/NOTES:

CIP Heat Lamps for Suites-Replacement for the Pizza lamps that are too big and burn from the bottom of the heater.

Cart

WebrestaurantStore > Cart

ITEM	QTY:	PRICE	TOTAL
Avantco HLD248KB 24" Black Dual Arm Flexible Heat Lamp with Weighted Base - 120V, 500W Arrives in 3 - 5 business days for Later plus Free Shipping Qty: 15 \$189.85			
Subtotal			\$2,849.85

Continue to Checkout

Quick Checkout

By placing your order, you agree to our [Terms of sale](#) and [privacy policy](#).

Shipping Address
1111 Event Center Dr, Bemidji, MN 56...

Shipping Type
Free Common Carrier \$0.00

Payment Method
AmericanExpress 1004

Total \$3,092.09

Place Order Now

Use Our Live Chat

Monday - Friday: 8AM - 8PM EST
Saturday & Sunday: 9AM - 4PM EST

Chat Now

Help Center Your Cart ID: VH4WYD

Enter Coupon Code

Add

Recommended Products

plus

Hanson Heat Lamps 200-C-BK-TKF-120V Ceiling

\$388.49/Each

plus

Avantco HL24SS 24" Single Arm Bulb Warmer

\$129.99/Each

plus

Avantco HLD248KB 24" Black Single Arm Flexible Heat

\$159.99/Each

Subtotal

\$2,849.85

Unlock Free Shipping & Priority Processing with Plus!

Member Discounts. Unlimited Free Shipping. Guaranteed Savings.

Start Free Trial Learn More

Ship To: 56601

☐ Free Common Carrier

☐ Common Carrier with Liftgate

Ships via Common Carrier | Questions about shipping

Pay with credit card

Continue to Checkout

Or use a third-party payment service

Free shipping on orders over \$500 **/item exclusions apply*

 Help Center

3% Back, Apply Now! 



 Search

 Ask an Expert | 844-906-3421

 Account  Cart

- Restaurant Equipment
- Commercial Refrigeration
- Ice Makers
- Smallwares
- Tabletop
- Cleaning & Janitorial
- Restaurant Furniture
- Disposables & Consumables
- Storage & Transport
- Business Type
- Clearance

My Cart



Eastern Tabletop 9682 2 Bulb Heat Lamp w/
Flexible Arm - Stainless Steel, 120v

Katom #: 969-9682 | Sold By: Each

 Free Shipping Eligible

1

\$616.07



Item Total

\$9,241.05

 Save For Later

Subtotal
15 Items **\$9,241.05**

Shipping
[Calculate](#) —

Est Total
(before tax) **\$9,241.05**

Your Order Ships FREE! 

Checkout

Or Use

Check out with **PayPal**

Having trouble?
Contact us!

Cart ID # 747-821-939-51

Secure checkout

Delivering to Janine Johnson/Sanford Center

1111 EVENT CENTER DR, BEMIDJI, MN, 56601-3348, United States

[Add delivery instructions](#)

[Change](#)

Place your order

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

Paying with Amazon Store Card 2838

Earn 5% back

[Select a payment plan](#)

Like \$297.07/mo (12 mo) at 0% APR

[Use a gift card, voucher, or promo code](#)

[Change](#)

Items (15):	\$3,285.00
Shipping & handling:	\$0.00
Estimated tax to be collected:	\$279.30
Estimated Regulatory Fees:	\$0.50
Order total:	\$3,564.80

Want to save time on your next order and go directly to this step when checking out?

☐ Default to this delivery address and payment method.

Arriving Sep 24, 2025

If you order in the next 7 hours and 11 minutes



GAINTOO Dual Bulb Food Heat Lamp Restaurant Food Warmer Light Portable Heating Lamps (Dual Head(Copper))
\$219.00

☒ Wednesday, Sep 24

FREE

PURCHASE ORDER

The Sanford Center
1111 Event Center Dr NE
Bemidji, MN 56601
218-441-4000

PURCHASE ORDER NUMBER:

2025-107

To be acquired from accounting department

Jan Fern
Accounting signature

10/9/25
Date

Show purchase order number on all correspondence, invoices, etc.
Notify us immediately if you are unable to ship order as specified.

ORDER DATE

TERMS

DATE NEEDED

VENDOR NAME AND ADDRESS:

Higgins Heating

1632 Bemidji Avenue N

Bemidji, MN 56601

PHONE 218-751-2801

E-MAIL

EVENT ID #

ACCOUNT#

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	1	New Boiler		\$ 111,485.0000	\$ 111,485.00
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
			Sales Tax Rate =	8.500%	
				SUBTOTAL	\$ 111,485.00
				SHIPPING	\$ -
				TAX	\$ 9,476.23
				TOTAL	\$ 120,961.23

Gray highlighted cells contain formulas
The unit price and shipping cost will have to be added for each use

Requested by (Required information for all purchase orders)

Alicia A. Wickner
Signature

10/9/25
Date

Alicia Wickner
Print/Type Name

Approved by Supervisor (Required information for all purchase orders)

Jan Fern
Signature

10/9/25
Date

Travis Johnson
Print/Type Name

General Manager (Required information for all purchase orders)

Signature

Date

Print/Type Name

EXPLANATIONS/NOTES:



send to city

✓
New Quote

AIR CONDITIONING & REFRIGERATION, INC

1632 BEMIDJI AVENUE N • BEMIDJI MN 56601 • PHONE (218) 751-2801 • FAX (218) 444-2803

PROPOSAL REVISED 9-23-25

Proposal Submitted to:

Sanford Center

Date:

September 23, 2025

Phone:

Street:

1111 Event Center Drive

Job Name:

City, State, and Zip Code:

Bemidji, MN 56601

Job Location:

Attn:

Email:

AWickner@TheSanfordCenter.com

We hereby submit specifications and estimate for:

Labor and materials to install new boiler.

Price to include:

New Aerco Benchmark boiler, model #BMK3000, includes all necessary piping to replace boiler, venting, gas and electrical, re-connect, freight, required city permit, factory start-up, and labor.

\$111,485.00

Other Option:

Replace two Aerco Benchmark boilers, model # BMK3000 at the same time.

\$208,085.00

NOTE: All equipment supplied and installed by Higgins Heating includes a one year parts and labor warranty in addition to normal manufactures warranty. Bid does not include high voltage electrical, if required.

Payment as follows:

Net 30 days

All work is guaranteed to be as specified. All work to be completed in a competent manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: _____ Tony Ward, President Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Higgins Heating, Air Conditioning and Refrigeration retains ownership of material furnished until fully paid for. Interest on any past due amounts will accrue at the rate of 1.5 % per month. Should Higgins Heating, Air Conditioning and Refrigeration, find it necessary to obtain assistance in collecting past due accounts, signatured party will be responsible for attorney fees and/or court costs.

Accepted By _____ Print Name _____ Date of Signature _____

PURCHASE ORDER

The Sanford Center
1111 Event Center Dr NE
Bemidji, MN 56601
218-441-4000

PURCHASE ORDER NUMBER:

2025-105

To be aquired from accounting department

Kevin Fe
Accounting signature

10/9/25
Date

Show purchase order number on all correspondence, invoices, etc.
Notify us immediately if you are unable to ship order as specified.

ORDER DATE

TERMS

DATE NEEDED

Net 30 Days

VENDOR NAME AND ADDRESS:

Stone's Mobile Radio, Inc

1550 47th Ave S

Grand Forks, ND 58201

PHONE (701) 772-6691

E-MAIL Kevin@Stonesmobileradio.com

EVENT ID #

ACCOUNT#

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	6	Motorola Radio - R5 400-512MHZ 4W DISPLAY		1,121.00	\$ 6,726.00
2	6	NA MOTOTRBO CAP PLUS		\$ 88.00	\$ 528.00
3	6	BATTERY, BELT CLIP, CHARGER		\$ -	\$ -
4	6	SPEAKER MIC		\$ 140.00	\$ 840.00
5	6	RADIO PROGRAMMING		\$ -	\$ -
6	6	STONES PORTABLE DISCOUNT		\$ (123.00)	\$ (738.00)
7				\$ -	\$ -
Sales Tax Rate =			0.000%	SUBTOTAL	\$ 7,356.00
				SHIPPING	\$ -
				TAX	\$ -
				TOTAL	\$ 7,356.00

Gray highlighted cells contain formulas
The unit price and shipping cost will have to be added for each use

Requested by (Required information for all purchase orders)

<i>Rodney Anderson</i> Signature	8/12/25 Date	Rodney Anderson Print/Type Name
-------------------------------------	-----------------	------------------------------------

Approved by Supervisor (Required information for all purchase orders)

<i>Kevin Fe</i> Signature	10/19/25 Date	 Print/Type Name
------------------------------	------------------	---------------------

General Manager (Required information for all purchase orders)

 Signature	/ / Date	 Print/Type Name
---------------	-------------	---------------------

EXPLANATIONS/NOTES:

Send to city ✓



Mobile Radio Incorporated

1550 47th Ave South Grand Forks, ND 58201 Tel: (701) 772-6691

Sales Quotation

Quotation #: 02061065

Quote Valid For : 30 Days

Date: 9/29/2025

Acct Rep: Kevin Praska

From:

Stone's Mobile Radio, Inc
1550 47th Ave S

Grand Forks, ND 58201

Telephone: (701) 772-6691

Fax : (701) 772-7096

PO Reference Number:

Acct#: SANCEN

SANFORD CENTER
1111 EVENT CENTER DR NE

BEMIDJI MN 56601

Telephone: 218-360-1973

Contact : Rodney Anderson

QTY	DESCRIPTION	UNIT PRICE	TOTAL
6.00	R5 400-512MHZ 4W DISPLAY	1,121.00	6,726.00
6.00	NA MOTOTRBO CAP PLUS	88.00	528.00
6.00	BATTERY, BELT CLIP, CHARGER	0.00	0.00
6.00	SPEAKER MIC	140.00	840.00
6.00	RADIO PROGRAMMING	0.00	0.00
6.00	STONES PORTABLE DISCOUNT	(123.00)	(738.00)

Subtotal: 7,356.00

Sales Tax: 0.00

Quotation Total: 7,356.00

Terms:

Warranty:

Notes:

Furnish new R5 UHF portables and accessories.

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025
Action Requested: Motion passing the attached resolution
Prepared By: Rich Spiczka, City Manager

Background:

The inspections and findings of a substandard building allow the City to potentially reimburse itself the costs for demolition and removal of the buildings through a future TIF district that will be created in the Rail Corridor.

Recommendation:

Staff recommends the passage of the resolution to open up TIF funding options for potential reimbursement.

EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF BEMIDJI, MINNESOTA

HELD: October 20, 2025

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was duly called and held at the City Hall in said City on October 20, 2025, at 6:00 p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION MAKING CERTAIN FINDINGS WITH
RESPECT TO SUBSTANDARD BUILDINGS

A. WHEREAS, the City of Bemidji (the "City") intends to undertake a redevelopment project in the City (the "Redevelopment Project"); and

B. WHEREAS, a part of the Redevelopment Project involves the demolition and clearance of certain blighted buildings (the "Buildings") described on Exhibit A attached hereto located on certain parcels also described on Exhibit A attached hereto (the "Parcels"); and

C. WHEREAS, the City proposes to create a tax increment financing district including the Parcels as a "redevelopment district"; and

D. WHEREAS, the deteriorated condition of the Buildings creates a health and safety concern necessitating the demolition of the Buildings prior to the creation of a tax increment financing district; and

E. WHEREAS, Minnesota Statutes, Sections 469.174 to 469.1794 provides that a City may create a tax increment financing district (a "TIF District") as a "redevelopment district" if the City finds by resolution that parcels consisting of 70% of the area of the TIF District are occupied by buildings, streets, paved or gravel parking lots or other similar structures, and more than 50% of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance; and

F. WHEREAS, Minnesota Statutes, Section 469.174, subdivision 10(d), provides, among other things, that a parcel may be deemed to be occupied by a structurally substandard building if (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the TIF District with the county auditor; (2) the substandard building was demolished or removed by the City, the demolition or removal was

financed by the City or was done by a developer under a development agreement with the City; and (3) the City found by resolution, before the demolition or removal, that the parcel was occupied by a structurally substandard building and that after demolition and clearance the City intended to include the parcel within the district.

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

1. At least 15% of the area of the Parcel is occupied by the Buildings and other streets, paved or gravel parking lots or other similar structures.

2. The Buildings are "structurally substandard" within the meaning of Minnesota Statutes, Section 469.174, subdivision 10. The reasons and supporting facts for this determination are on file with the staff of the City.

3. Upon filing the request for certification of the tax capacity of the Parcel as part of the TIF District, the City will notify the county auditor that the original tax capacity of the Parcel must be adjusted as provided in Minnesota Statutes, Section 469.177, subdivision 1, paragraph (f).

The motion for adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this 20th day of October, 2025.

Mayor

Attest: _____
City Clerk

STATE OF MINNESOTA
COUNTY OF BELTRAMI
CITY OF BEMIDJI

I, the undersigned, being the duly qualified and acting City Clerk of the City of Bemidji, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Making Certain Findings With Respect to Substandard Buildings.

WITNESS my hand as such City Clerk of the City Council of the City of Bemidji, Minnesota this 20th day of October, 2025.

City Clerk

EXHIBIT A

Parcel and Building Information

Parcel Identification Number

Number of Buildings

Exhibit A



The Substandard Buildings are all located on PIN 80034499 with the following locations:

101 Minnesota Ave- Bemidji, MN 56601

Location 1 on Map above

Directly WEST of 101 Minnesota Ave- Bemidji, MN 56601

Location 2 on Map Above

108 Minnesota Ave- Bemidji, MN 56601

Location 3 on Map Above

RESOLUTION NO.

A RESOLUTION ADOPTING ASSESSMENT ROLL(S) FOR WATER/SEWER DEFERRED ASSESSMENT FEES (Connections Completed in 2025)

WHEREAS, certain property owners have petitioned the City of Bemidji, in writing, for connection of water and/or sewer utilities to their respective properties; and

WHEREAS, petitioners have consented to have deferred assessment fees certified to the County Auditor as an assessment to be levied and paid with real estate property taxes at the interest rate shown on the attached assessment roll(s) per year, the first amount being payable in the year 2026; and

WHEREAS, petitioners have voluntarily waived the requirement for notice and public hearing and all other rights in and to formal proceedings, including appeal of the assessment, normally associated with assessment procedures under Minnesota Statutes Chapter 429.

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

Such proposed assessment, a copy of which is on file in the office of the City Clerk, is hereby accepted and shall constitute a special assessment against the lands named therein.

The City Clerk shall transmit a certified copy of these assessments to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the manner as other municipal taxes.

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

ASSESSMENT ROLL
UNPAID SPECIAL CHARGES

OWNER	PARCEL NUMBER	PROPERTY ADDRESS	AMOUNT	YEARS	INTEREST RATE
TIMOTHY TAYLOR	800425700	424 ROOSEVELT RD SW	\$ 33,081.00	15	4.50%
LADDIE DEAN BARH JR.	800402000	1007 MILES AVE SE	\$ 5,900.00	15	8%

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025
Action Requested: Conduct Public Hearing on Proposed Assessments for the 2025 Street Renewal Project - City Project 25-01
Prepared By: Jenna R. Roberts, P.E. Assistant City Engineer

Background:

The city recently completed the 17th year of our annual street reconstruction program on various streets within the city. The 2025 project consisted of the reconstruction and paving of the following street segments:

Hannah Avenue NW	30th Street NW – 600' north of 34th Street NW
Norton Avenue NW	12th Street NW – 15th Street NW
14th Street NW	Norton Avenue NW – Delton Avenue NW
Taft Avenue NE	Mill Street NE – End of Taft
Mill Street NE	Taft Avenue NE – Lake Avenue NE

Exhibit A is attached map showing those segments.

Assessments to the benefitting properties are proposed for the work that was completed and therefore the project was undertaken as a Chapter 429 Special Assessment project. A public hearing was held on February 3, 2025 and bids were awarded by the city council on March 17, 2025. The city council now needs to hold an assessment hearing and consider the adoption of the final assessment roll which is attached. The city clerk has mailed a notice of the hearing to each property owner on the assessment roll.

Assessments:

The proposed assessments for the 2025 project are the same as with the previous years and according to the city's assessment policy are as follows:

Street Assessments	\$45/lineal foot
Sanitary Sewer Service Line	\$1,070/ea.
Water Service Line	\$1,070/ea.

Taft Avenue NE and Mill Street NE are assessed at \$1,595 per unit. This is roughly 20% of the estimated street costs divided up among the total number of units within the project area. Since the current adjacent properties are multiple different sizes, we have taken the Beltrami County shoreland zoning lot width minimum of 100 ft to be a single unit. The adjacent lots of record will have their assessable frontage divided by 100 to convert to total units. An example is a 200 ft lot would be charged 2 units or a 50-foot lot will be charged 0.5 units. Corner lots will have ½ their frontage on the improved street converted to an assessable unit per our current city policy. Attached is the final assessment roll for the 2025 Street Renewal Project.

Assessment Appeals:

Each property owner that is proposed to be assessed has the ability to appeal their assessment amount to the city council at the assessment hearing. In order to appeal, the property must either submit a written notice of appeal prior to the assessment hearing, or they may attend the hearing this evening. If a property owner appeals at the hearing and is not satisfied with the outcome, they can then appeal to district court. A property owner cannot appeal to district court without first filing an appeal at the city's assessment hearing.

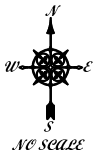
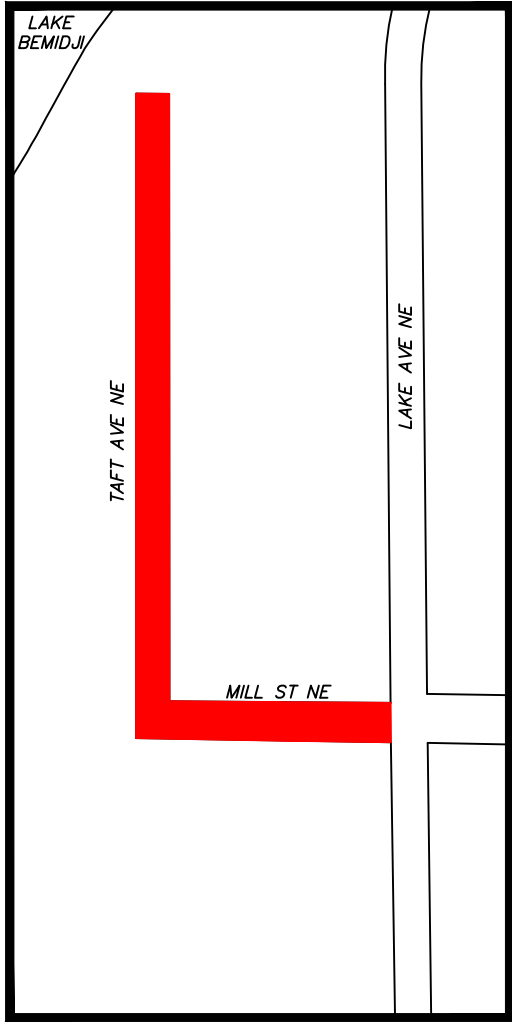
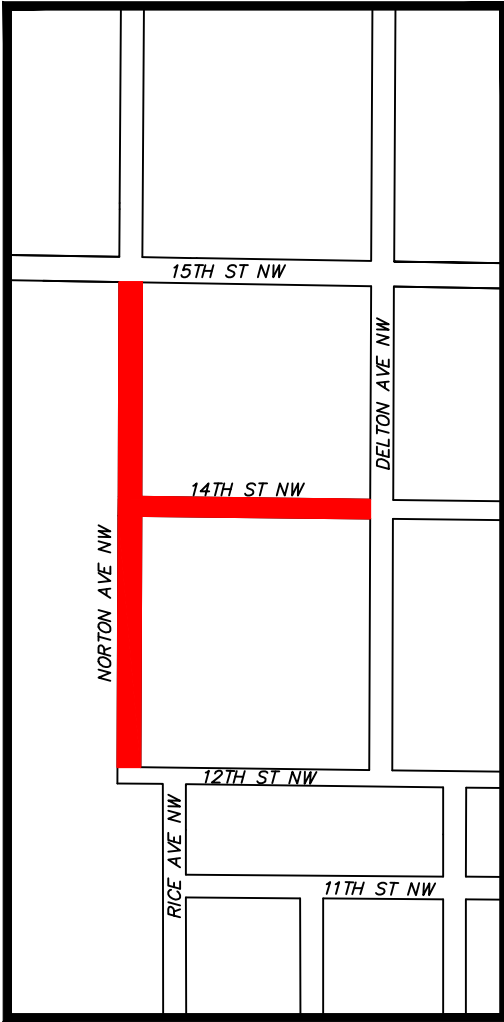
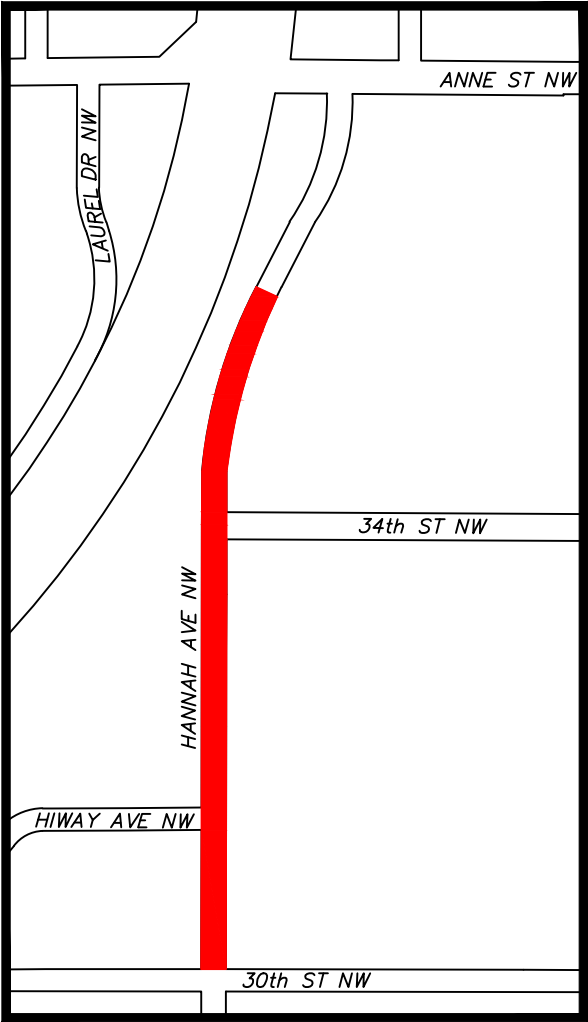
Finance:

The total project cost ended up being \$1,561,061.18 and the assessments for the project total \$305,079.65 which is about 19.5% of the total project costs. The city's share of the project is funded with the street property tax levy, the storm water utility fund and appropriate shares from the water and sanitary sewer utility funds. The assessments will be spread over a 15-year period with an interest rate of 4.4%.

Recommendation:

It is staff's opinion that each parcel on the assessment roll has benefitted from the project in an amount greater than or equal to the proposed assessment. It is recommended that the city council hold the assessment hearing and adopt the attached resolution approving the assessment roll for City Project 25-01.

EXHIBIT A



2025 STREET RENEWAL PROJECT



**CITY OF BEMIDJI
FINAL ASSESSMENT ROLL
2025 STREET RENEWAL PROJECT
CITY PROJECT #25-01
NORTON/14TH/HANNAH/TAFT**

DATE: SEPTEMBER 10, 2025
CORNER LOTS - C = 1/2 FRONTAGE

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT	ASSESSABLE UNIT (SEWER SERVICE)	ASSESSABLE UNIT (WATER SERVICE)	TOTAL AMOUNT	
				(STREET)				
939 12TH ST NW C	800257800	JUSTIN FOY 7243 LITTLE WOLF RD NW CASS LAKE, MN 56633	LF RATE TOTAL	100.00 \$45.00 \$4,500.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00		NORTON
1220 NORTON AVE NW	800257700	LIA F HENNINGSGAARD 1220 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	100.00 \$45.00 \$4,500.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$6,640.00	
1222 NORTON AVE NW	800257600	DAVID M REYNOLDS 715 LAKE BLVD NE BEMIDJI, MN 56601	LF RATE TOTAL	150.00 \$45.00 \$6,750.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,500.00	
1234 NORTON AVE NW	800257400	BRANDON L BURK 1280 E AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	100.00 \$45.00 \$4,500.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$6,750.00	
1240 NORTON AVE NW C	800257300	NICOLE CARLTON 1240 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	112.50 \$45.00 \$5,062.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,500.00	
ASSESSED 1/2 ON NORTON & 14TH ST 1414 NORTON AVE NW	800255900	CLARENCE DONALD HEALY 1414 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	95.00 \$45.00 \$4,275.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,062.50	
VACANT LOT	800255800	CLARENCE DONALD HEALY 1414 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	161.00 \$45.00 \$7,245.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	\$4,275.00	
914 15TH ST NW C	800255600	BRITTANY JO FARRELL 2735 MARION DR SE BEMIDJI, MN 56601	LF RATE TOTAL	75.00 \$45.00 \$3,375.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$9,385.00	
1427 NORTON AVE NW C	800212400	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	108.50 \$45.00 \$4,882.50	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$3,375.00	
1417 NORTON AVE NW	800212500	WILLIAM J TAYLOR 1417 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	250.00 \$45.00 \$11,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,952.50	
VACANT LOT	800212600	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	100.00 \$45.00 \$4,500.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$11,250.00	
1227 NORTON AVE NW	800019100	MALISA R VANMAASDAM 1227 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	240.00 \$45.00 \$10,800.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,500.00	
1223 NORTON AVE NW	800019200	SARAH J EINERSON 1223 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	120.00 \$45.00 \$5,400.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$10,800.00	
1209 NORTON AVE NW	800019300	JOELLEN M THOMAS GELLER 1209 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	120.00 \$45.00 \$5,400.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,400.00	
1203 NORTON AVE NW C	800019500	ANDREW J PAPP 1203 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	60.00 \$45.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,400.00	
914 14TH ST NW	800257200	MARIE R LAMON 914 14TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	120.00 \$45.00 \$5,400.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00	14TH ST
902 14TH ST NW	800257100	CHERYL K LUADTKE 8773 CENTERLINE RD NW SOLWAY, MN 56678	LF RATE TOTAL	120.00 \$45.00 \$5,400.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,400.00	
1700 PARK AVE NW	800257000	AMANDA GERTRUDE HUNT 7148 LITTLE DIP LN NE BEMIDJI, MN 56601	LF RATE TOTAL	120.00 \$45.00 \$5,400.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,400.00	
806 14TH ST NW C	800256800	TINA M ROSE 806 14TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	60.00 \$45.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,400.00	
1411 DELTON AVE NW C	800256700	NARY PROPERTIES LLC 211 PAUL BUNYAN DR NW BEMIDJI, MN 56601	LF RATE TOTAL	60.00 \$45.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00	
809 14TH ST NW	800256400	EAGLES WING PROPERTIES 7326 BIRCHMONT CT NE BEMIDJI, MN 56601	LF RATE TOTAL	60.00 \$45.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00	
815 14TH ST NW	800256500	DONALD O KEMMER 23183 TREEBARK DR BEMIDJI, MN 56601	LF RATE TOTAL	60.00 \$45.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00	
817 14TH ST NW	800256300	KATHRYN E SANDERS LIVING TRUST 3619 BIRCHMONT DR NE BEMIDJI, MN 56601	LF RATE TOTAL	60.00 \$45.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00	
819 14TH ST NW	800256200	PATTY R MORRIS 819 14TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	54.00 \$45.00 \$2,430.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,430.00	
907 14TH ST NW	800256100	EARL C FELT 907 14TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	126.00 \$45.00 \$5,670.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$5,670.00	
1402 NORTON AVE NW ASSESSED 1/2 ON NORTON & 14TH ST	800256000	DAVID MICHAEL KOSTAMO 1402 NORTON AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	140.00 \$45.00 \$6,300.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$6,300.00	HANNAH
1805 30TH ST NW C	800046903	BEMIDJI NORTHVIEW LLC PO BOX 946 BEMIDJI, MN 56601	LF RATE TOTAL	233.50 \$45.00 \$10,507.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$10,507.50	
3124 HANNAH AVE NW	800506500	BELTRAMI COUNTY 701 MINNESOTA AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	250.00 \$45.00 \$11,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$11,250.00	

3220 HANNAH AVE NW	800505800	SANFORD HEALTH OF NORTHERN MN 1300 ANNE ST NW BEMIDJI, MN 56601	LF RATE TOTAL	165.00 \$45.00 \$7,425.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00		TAFT
3220 HANNAH AVE NW	800505900	SANFORD HEALTH OF NORTHERN MN 1300 ANNE ST NW BEMIDJI, MN 56601	LF RATE TOTAL	165.00 \$45.00 \$7,425.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$7,425.00	
VACANT LOT C	800506000	SANFORD HEALTH OF NORTHERN MN 1300 ANNE ST NW BEMIDJI, MN 56601	LF RATE TOTAL	82.50 \$45.00 \$3,712.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,712.50	
3503 PINE RIDGE AVE NW C	800686700	SANFORD HEALTH OF NORTHERN MN 1300 ANNE ST NW BEMIDJI, MN 56601	LF RATE TOTAL	270.00 \$45.00 \$12,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$12,150.00	
3409 HANNAH AVE NW	800550800	NYHUSMOEN PROPERTIES BH, LLC 3411 HANNAH AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	227.50 \$45.00 \$10,237.50	0 \$7,000.00 \$0.00	0 \$5,000.00 \$0.00	\$10,237.50	
3405 HANNAH AVE NW	800550600	1006 BEMIDJI RE LLC PO BOX 7455 SAINT CLOUD, MN 56302	LF RATE TOTAL	280.00 \$45.00 \$12,600.00	1 \$7,000.00 \$7,000.00	1 \$5,000.00 \$5,000.00	\$24,600.00	
3221 HANNAH AVE NW	800550900	GOULD DEVELOPMENT LLC PO BOX 1565 ABERDEEN, SD 57401	LF RATE TOTAL	250.00 \$45.00 \$11,250.00	1 \$7,000.00 \$7,000.00	1 \$5,000.00 \$5,000.00	\$23,250.00	
3211 HANNAH AVE NW	800045802	KAREN JEAN MAGAURN 3211 HANNAH AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	150.00 \$45.00 \$6,750.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$6,750.00	
VACANT LOT C	800555100	TAYLOR F LLC 755 PAUL BUYNAN DR NW BEMIDJI, MN 56601	LF RATE TOTAL	102.50 \$45.00 \$4,612.50	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	\$6,752.50	
VACANT LOT C	800495400	FANKHANEL LLC PO BOX 946 BEMIDJI, MN 56601	LF RATE TOTAL	102.50 \$45.00 \$4,612.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,612.50	
VACANT LOT C	800556000	FANKHANEL LLC PO BOX 946 BEMIDJI, MN 56601	LF RATE TOTAL	103.00 \$45.00 \$4,635.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	\$6,775.00	
1717 5TH ST NE	800027500	IND SCHOOL DISTRICT #31 502 MINNESOTA AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	2.35 \$1,595.00 \$3,748.25	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,748.25	
2475 MILL ST NE	800240200	JASON KRUCHOWSKI 2475 MILL ST NE BEMIDJI, MN 56601	LF RATE TOTAL	0.75 \$1,595.00 \$1,196.25	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,196.25	
1004 TAFT AVE NE C ASSESSED 1/2 ON MILL & TAFT VACANT LOT	800237800	ROBERT L INNES 5584 MAIN ST W MAPLE PLAIN, MN 55359	LF RATE TOTAL	1.12 \$1,595.00 \$1,786.40	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,786.40	
	800027600	ROBERT L INNES 5584 MAIN ST W MAPLE PLAIN, MN 55359	LF RATE TOTAL	0.25 \$1,595.00 \$398.75	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$398.75	
2331 MILL ST NE	800238700	WENDY R WHITING 2331 MILL ST NE BEMIDJI, MN 56601	LF RATE TOTAL	1.50 \$1,595.00 \$2,392.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,392.50	
VACANT LOT	800237700	ROBERT L INNES 5584 MAIN ST W MAPLE PLAIN, MN 55359	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
1012 TAFT AVE NE	800237600	ANDREA M NELSON 1012 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	1.00 \$1,595.00 \$1,595.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,595.00	
VACANT LOT	800237500	ROBERT L INNES 5584 MAIN ST W MAPLE PLAIN, MN 55359	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
VACANT LOT	800237400	ROBERT L INNES 5584 MAIN ST W MAPLE PLAIN, MN 55359	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
VACANT LOT	800237300	ROBERT L INNES 5584 MAIN ST W MAPLE PLAIN, MN 55359	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
VACANT LOT	800237200	JEANNE M LACROIX 1015 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
VACANT LOT	800237100	JEANNE M LACROIX 1015 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
1020 TAFT AVE NE	800237001	KENNETH P HAUGEN 1020 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	2.00 \$1,595.00 \$3,190.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,190.00	
VACANT LOT	800237002	KENNETH P HAUGEN 1020 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
VACANT LOT	800237000	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	0.00 \$1,595.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$0.00	
VACANT LOT	800240400	ELLMAR PROPERTIES LLC 3807 VALLEY VIEW DR NE BEMIDJI, MN 56601	LF RATE TOTAL	1.00 \$1,595.00 \$1,595.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,595.00	
VACANT LOT	800238600	JOHN B MAGNUSON 1919 5TH ST SE BEMIDJI, MN 56601	LF RATE TOTAL	2.50 \$1,595.00 \$3,987.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,987.50	
VACANT LOT	800238500	DENNIS L LACROIX TRUSTEE 1015 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	0.50 \$1,595.00 \$797.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$797.50	
1015 TAFT AVE NE	800238400	DENNIS L LACROIX TRUSTEE 1015 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	1.00 \$1,595.00 \$1,595.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,595.00	
VACANT LOT	800238300	JEANNE M LACROIX 1015 TAFT AVE NE BEMIDJI, MN 56601	LF RATE TOTAL	1.00 \$1,595.00 \$1,595.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,595.00	
VACANT LOT	800238200	JEANNE M LACROIX 1015 TAFT AVE NE	LF RATE	1.00 \$1,595.00	0 \$1,070.00	0 \$1,070.00		

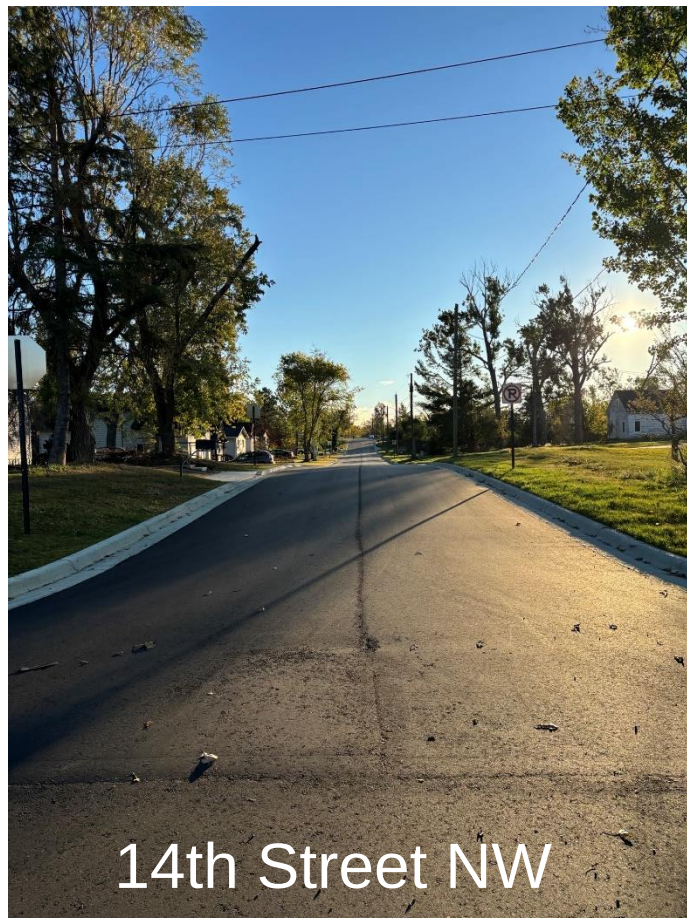
		BEMIDJI, MN 56601	TOTAL	\$1,595.00	\$0.00	\$0.00	\$1,595.00
VACANT LOT	800238100	JEANNE M LACROIX	LF	0.50	0	0	
		1015 TAFT AVE NE	RATE	\$1,595.00	\$1,070.00	\$1,070.00	
		BEMIDJI, MN 56601	TOTAL	\$797.50	\$0.00	\$0.00	\$797.50
VACANT LOT	800238000	JEFFREY J BINGHAM	LF	1.00	0	0	
		812 ROLLING HILLS DR NW	RATE	\$1,595.00	\$1,070.00	\$1,070.00	
		BEMIDJI, MN 56601	TOTAL	\$1,595.00	\$0.00	\$0.00	\$1,595.00
VACANT LOT	800237900	ELLMAR PROPERTIES LLC	LF	1.00	0	0	
		3807 VALLEY VIEW DR NE	RATE	\$1,595.00	\$1,070.00	\$1,070.00	
		BEMIDJI, MN 56601	TOTAL	\$1,595.00	\$0.00	\$0.00	\$1,595.00
TOTALS				\$271,449.65	\$19,350.00	\$14,280.00	\$305,079.65

STREET TOTAL	\$271,449.65	FRONTAGE TOTAL	5253.50
SEWER TOTAL	\$19,350.00	PARCEL TOTAL	21.97
WATER TOTAL	\$14,280.00	SEWER SERVICES	7
TOTAL ASSESSMENT	\$305,079.65	WATER SERVICES	6

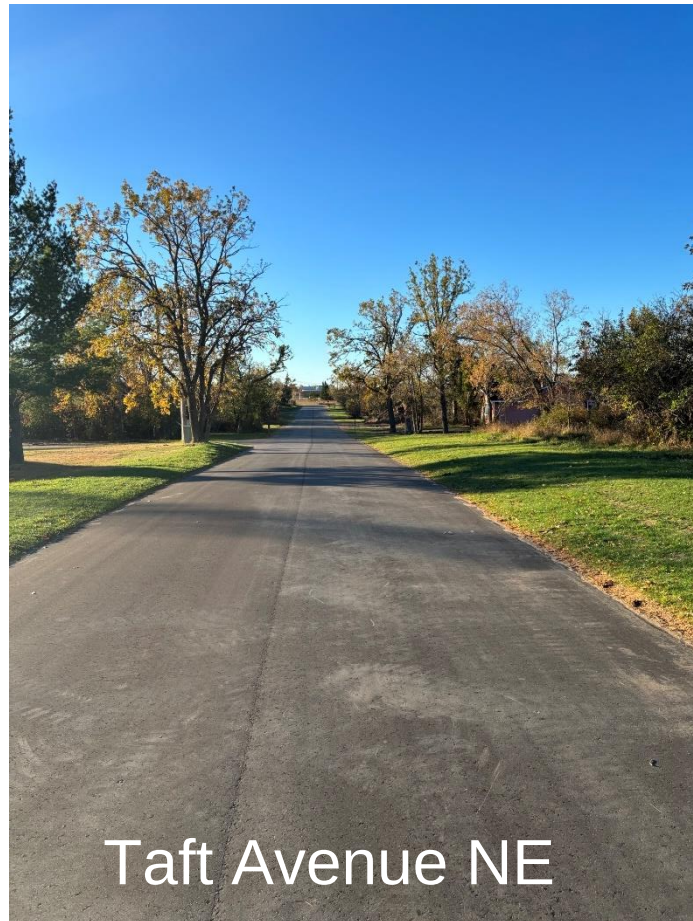




Norton Avenue NW

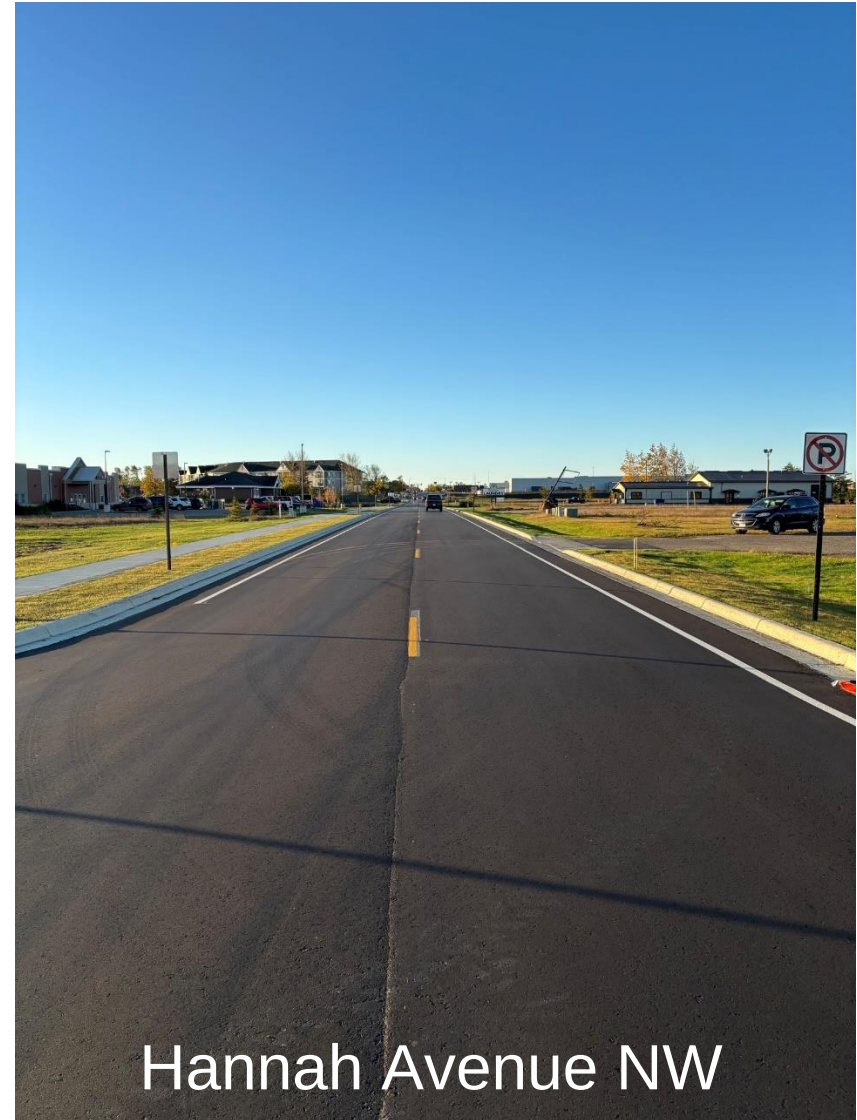


14th Street NW

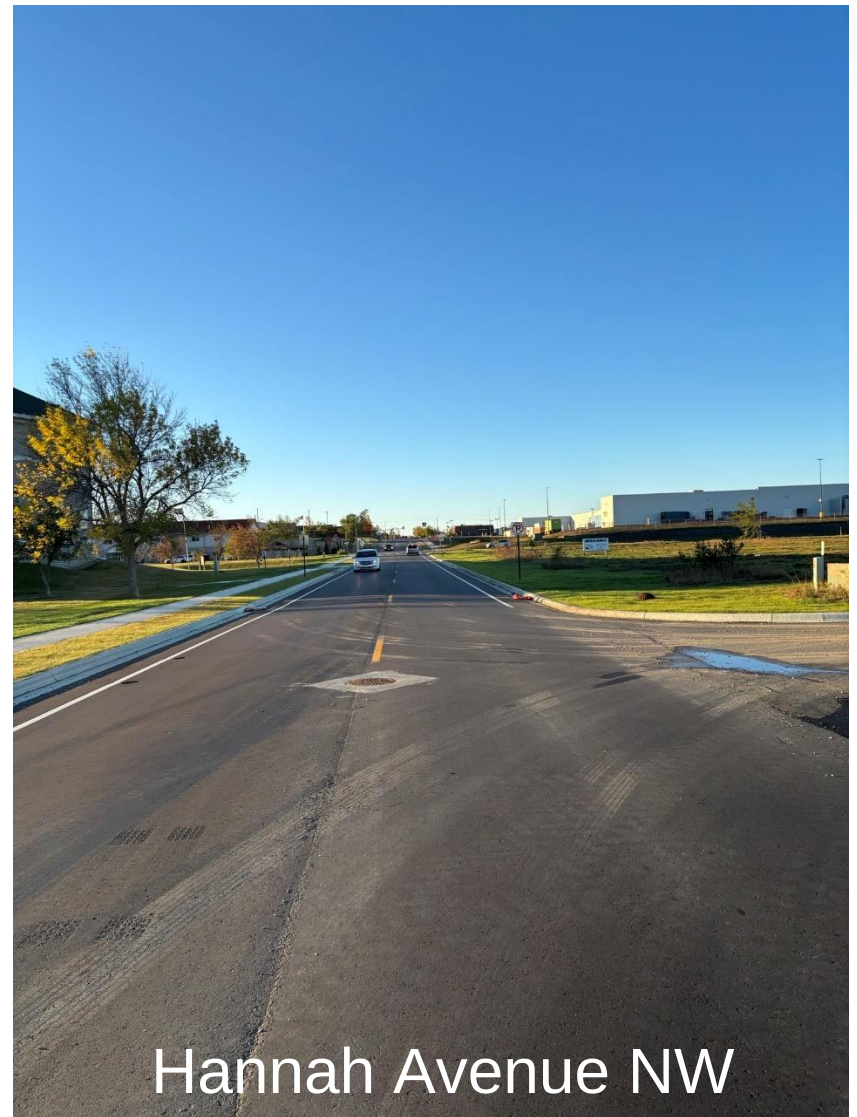




Taft Avenue NE



Hannah Avenue NW



Hannah Avenue NW

RESOLUTION NO.

A RESOLUTION ADOPTING ASSESSMENT ROLLS FOR CITY PROJECT #25-01

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the costs associated with:

2025 Street Renewal Project

Street	From/To
Hannah Avenue NW	/ 30th Street NW – 600' north of 34th Street NW
Norton Avenue NW	/ 12th Street NW – 15th Street NW
14th Street NW	/ Norton Avenue NW – Delton Avenue NW
Taft Avenue NE	/ Mill Street NE – Dead End
Mill Street NE	/ Taft Avenue NE – Lake Avenue NE

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

1. Proposed Assessment Rolls for City Project No. 25-01, copy of which is on file in the City Clerk's Office, is hereby adopted and shall constitute a special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.

2. Such assessments shall be payable in equal annual installments over an extended period of time as indicated in the individual Assessment Roll. The first of the installments are to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of 4.4 percent per annum. To the first installment shall be added interest on the entire assessment from the first day of December 2025. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Director, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and may, at any time thereafter, pay to the City Finance Director the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 30 or interest will be charged through December 31 of the next succeeding year.

4. The City Clerk shall forthwith transmit a certified duplicate of the assessment rolls to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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:

Michelle R. Miller, City Clerk

APPROVED:

Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025
Action Requested: Conduct Public Hearing on Proposed Assessments for the 2025 Park Avenue NW Reconstruction Project - City Project 25-02
Prepared By: Jenna R. Roberts, P.E. Assistant City Engineer

Background:

The city recently completed the 2025 Park Avenue NW Reconstruction Project. The project consisted of the reconstruction and paving of the following street segments:

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

Exhibit A is attached map showing those segments.

Assessments to the benefitting properties are proposed for the work that was completed and therefore the project was undertaken as a Chapter 429 Special Assessment project. A public hearing was held on February 3rd, 2025 and bids were awarded by the city council on April 21st, 2025. The city council now needs to hold an assessment hearing and consider the adoption of the final assessment roll which is attached. The city clerk has mailed a notice of the hearing to each property owner on the assessment roll.

Assessments:

The proposed assessments for the 2025 project are the same as with the previous years and according to the city's assessment policy are as follows:

Street Assessments	\$45/lineal foot
Sanitary Sewer Service Line	\$1,070/ea.
Water Service Line	\$1,070/ea.

Attached is the final assessment roll for the 2025 Park Avenue Reconstruction Project.

Assessment Appeals:

Each property owner that is proposed to be assessed has the ability to appeal their assessment amount to the city council at the assessment hearing. In order to appeal, the property must either submit a written notice of appeal prior to the assessment hearing or they may attend the hearing this evening. If a property owner appeals at the hearing and is not satisfied with the outcome they can then appeal to district court. A property owner cannot appeal to district court without first filing an appeal at the city's assessment hearing.

Finance:

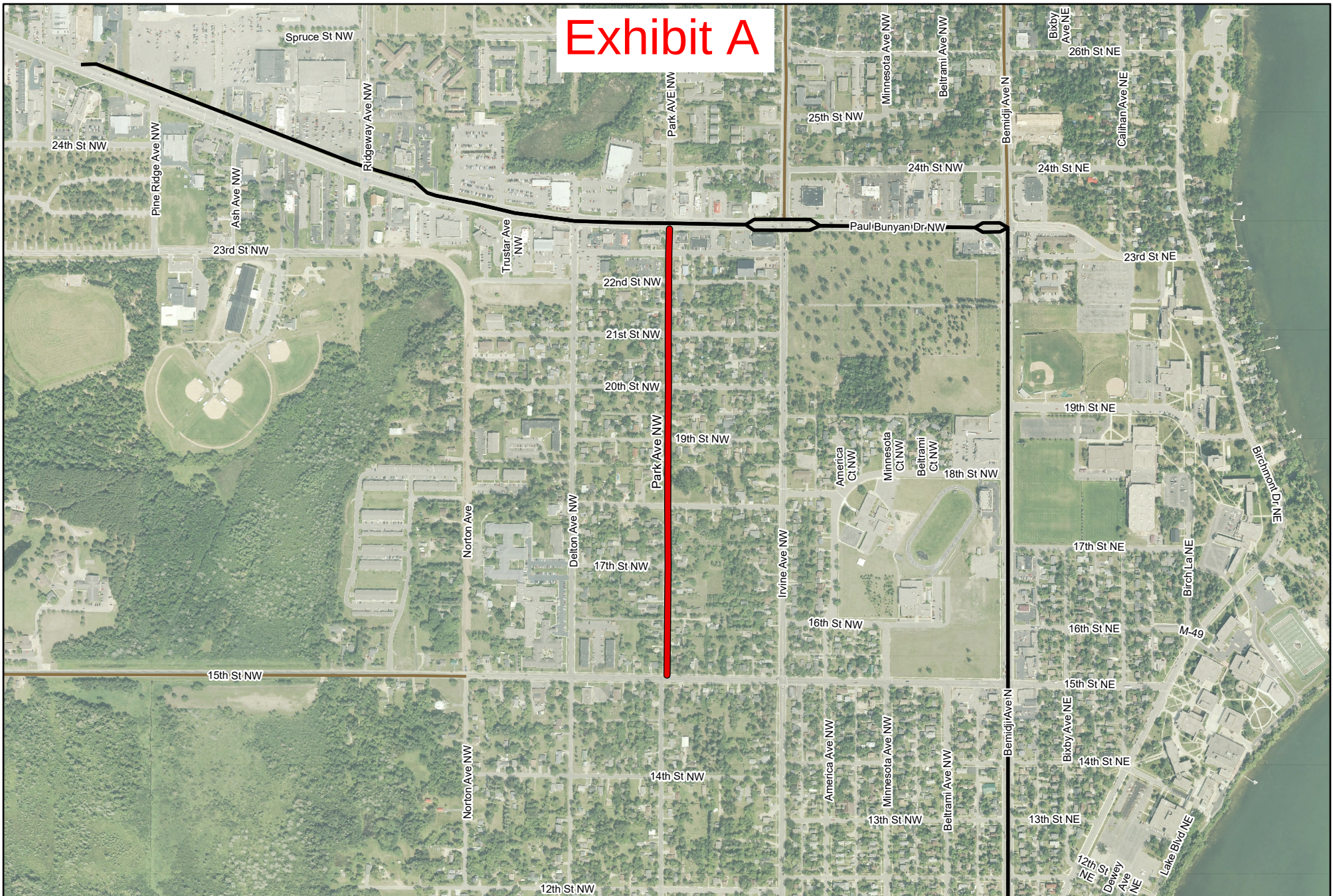
The total project cost ended up being \$1,838,392.93 and the assessments for the project total \$139,982.50 which is about 8% of the total project costs. The city's share of the project is funded

with state aid, the storm water utility fund and appropriate shares from the water and sanitary sewer utility funds. The assessments will be spread over a 15-year period with an interest rate of 4.4%.

Recommendation:

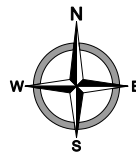
It is staff's opinion that each parcel on the assessment roll has benefitted from the project in an amount greater than or equal to the proposed assessment. It is recommended that the city council hold the assessment hearing and adopt the attached resolution approving the assessment roll for City Project 25-02.

Exhibit A



2025 PARK AVENUE RECONSTRUCTION PROJECT BEMIDJI, MINNESOTA

Created By: KMW Date Created: 08/30/24 Date Saved: 08/30/24 Date Exported: 08/30/24
 Plotted By: kyle.volk Parcel Date: N/A Aerial Image: 2023 County NAIP SIDS Elevation Data: N/A
 Horizontal Datum: NAD 1983 HARN Adj MN Beltrami South Feet Vertical Datum: NAVD1988
 T:\Projects\24300\24396\24396_Proposal_Map\24396_Proposal_Map.aprx



800 400 0 800
 Feet



CITY OF BEMIDJI
FINAL ASSESSMENT ROLL
2025 PARK AVENUE NW RECONSTRUCTION PROJECT
CITY PROJECT #25-02

DATE: SEPTEMBER 10, 2025
CORNER LOTS - C = 1/2 FRONTAGE

PROPERTY ADDRESS	TAX PARCEL NO.	NAME & ADDRESS OF PROPERTY OWNER	RATE	ASSESSABLE UNIT	ASSESSABLE UNIT	ASSESSABLE UNIT	TOTAL AMOUNT
				(STREET)	(SEWER SERVICE)	(WATER SERVICE)	
621 15TH ST NW C	800322100	ROGER EDLUND 621 15TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	77.50 \$45.00 \$3,487.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$3,487.50
1516 PARK AVE NW	800322000	AMY L WEINMANN 1516 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	75.00 \$45.00 \$3,375.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$3,375.00
1518 PARK AVE NW	800322200	RONALD A RIFFLE 1518 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	115.00 \$45.00 \$5,175.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$5,175.00
1602 PARK AVE NW	800322700	JANET FOLEY 45745 ROXBURY DR LAPORTE, MN 56461	LF RATE TOTAL	82.00 \$45.00 \$3,690.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$3,690.00
VACANT LOT	800322500	GREGORY J BELLINO 1609 IRVINE AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	66.00 \$45.00 \$2,970.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	 \$5,110.00
1616 PARK AVE NW	800322800	JEFFREY A FINLEY 1616 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	44.00 \$45.00 \$1,980.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$1,980.00
1618 PARK AVE NW	800323000	JACQUELYN HAZEMEN TRUSTEE 6615 JACKPINE RD NW BEMIDJI, MN 56601	LF RATE TOTAL	88.00 \$45.00 \$3,960.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$3,960.00
1700 PARK AVE NW	800323400	HENRY R IMSANDE 1700 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	131.00 \$45.00 \$5,895.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$5,895.00
1706 PARK AVE NW	800323600	HENRY R IMSANDE 1700 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	66.00 \$45.00 \$2,970.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,970.00
VACANT LOT	800323500	HENRY R IMSANDE 1700 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	66.00 \$45.00 \$2,970.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	 \$4,040.00
VACANT LOT	800324000	HENRY R IMSANDE 1700 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	50.00 \$45.00 \$2,250.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	 \$4,390.00
1718 PARK AVE NW C	800323700	HENRY R IMSANDE 1700 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	41.00 \$45.00 \$1,845.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$1,845.00
701 15TH ST NW C	800327300	JAMES B BAKER 49319 COUNTY 36 BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,925.00
1511 PARK AVE NW	800327400	ORVILLE L JOHNSON 1511 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	100.00 \$45.00 \$4,500.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$4,500.00
1523 PARK AVE NW	800327500	WILLIAM G BALDWIN JR 6005 W YUKON TRAIL SIOUX FALLS, SD 57107	LF RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,250.00
1525 PARK AVE NW	800327200	STOLTY HOMES LLC 9050 181ST AVE NW RAMSEY, MN 55303	LF RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,250.00
1605 PARK AVE NW	800327000	DENNIS MONTGOMERY 1605 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	99.00 \$45.00 \$4,455.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$4,455.00
1611 PARK AVE NW	800326900	DOROTHY SAUER 1611 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,250.00
1613 PARK AVE NW	800326800	DOROTHY SAUER 1611 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,250.00
1619 PARK AVE NW C	800326700	BRADLEY A CARLSON 1619 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	49.50 \$45.00 \$2,227.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,227.50
1701 PARK AVE NW C	800326100	JEFFREY P BERGH 17798 GULL LAKE LOOP RD NE BEMIDJI, MN 56601	LF RATE TOTAL	55.00 \$45.00 \$2,475.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,475.00
1717 PARK AVE NW	800325900	DANIEL L SMITH 1717 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	110.00 \$45.00 \$4,950.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$4,950.00
1731 PARK AVE NW C	800325801	JOHN W PORTER 1731 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	55.00 \$45.00 \$2,475.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$2,475.00
615 18TH ST NW C	800325100	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$3,150.00
1814 PARK AVE NW	800325000	ROSE MARIE JOHNSON 1814 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	80.00 \$45.00 \$3,600.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	 \$3,600.00
622 19TH ST NW	800278500	NORTH AMERICA RENTALS LLC	LF	60.00	0	0	

C		41227 SECLUSION POINT RD DENT, MN 56528	RATE TOTAL	\$45.00 \$2,700.00	\$1,070.00 \$0.00	\$1,070.00 \$0.00	\$2,700.00
615 19TH ST NW C	800276600	BRANDON R SCHMICKLE 1515 6TH ST SE BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
VACANT LOT C	800276700	DUSTIN HINCKLEY 4520 BRINKMAN DR NE BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$3,995.00
625 20TH ST NW C	800274500	STEPHANIE R TANNER 625 20TH ST NW BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
624 21ST NW C	800274600	PROSA SERVICES LLC 551 POPPLE DR SE BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
625 21ST ST NW C	800272600	VIKING ENERGY SERVICES PO BOX 1886 NEW TOWN, ND 58763	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
2120 PARK AVE NW C	800272700	JOSEPH S HOLT 2120 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
623 22ND ST NW C	800271300	R/JG SERVICES INC 38413 FRONT ST BATTLE LAKE, MN 56515	LF RATE TOTAL	62.50 \$45.00 \$2,812.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,812.50
1813 PARK AVE NW C	800325200	NORTH HOMES INC 1880 RIVER RD GRAND RAPIDS, MN 55744	LF RATE TOTAL	110.00 \$45.00 \$4,950.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,950.00
VACANT C	800278600	CHRISTOPHER RESTEMAYER 120 S PROSPECT ST MERRILL, WI 54452	LF RATE TOTAL	60.00 \$45.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00
1903 PARK AVE NW C	800280800	PROSPER PROPERTIES LLC PO BOX 825 PARK RAPIDS, MN 56570	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
1919 PARK AVE NW C	800279300	RONALD KOETTER 5200 SHERMAN DR NE BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
2003 PARK AVE NW C	800282400	ERIC BROWN 2003 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
704 21ST ST NW C	800281100	R & S PROPERTIES LLC 11960 47TH ST NE SAINT MICHAEL, MN 55376	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
703 21ST ST NW C	800284400	SHALINI SIVARAM 703 21ST NW BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
2121 PARK AVE NW C	800282600	PROSA SERVICES LLC 551 POPPLE DR SE BEMIDJI, MN 56601	LF RATE TOTAL	65.00 \$45.00 \$2,925.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,925.00
PARKING LOT C	800284500	BANKFORWARD 700 PAUL BUNYAN DR NW BEMIDJI, MN 56601	LF RATE TOTAL	63.00 \$45.00 \$2,835.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,835.00
VACANT LOT OFF STREET	800322600	HAROLD VOLLEN JR 1603 IRVINE AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	0.00 \$45.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$0.00
1520 PARK AVE NW OFF STREET	800322400	MICHAEL BOWMAN SR 1520 PARK AVE NW BEMIDJI, MN 56601	LF RATE TOTAL	0.00 \$45.00 \$0.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	\$2,140.00
700 PAUL BUNYAN DRIVE C	800333500	BANKFORWARD 700 PAUL BUNYAN DR NW BEMIDJI, MN 56601	LF RATE TOTAL	0.00 \$45.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$0.00
550 PAUL BUNYAN DRIVE NW C	800330701	MONTY REALTY LLC 160 83RD AVE NE SUITE 104 FRIDLEY, MN 55432	LF RATE TOTAL	0.00 \$45.00 \$0.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$0.00
TOTALS				\$131,422.50	\$5,350.00	\$3,210.00	\$139,982.50

STREET TOTAL	\$131,422.50	FOOTAGE TOTAL	2,920.50
SEWER TOTAL	\$5,350.00	SEWER SERVICES	5
WATER TOTAL	\$3,210.00	WATER SERVICES	3
TOTAL ASSESSMENT	\$139,982.50		



17th and Park Avenue Intersection



18th and Park Avenue Intersection

RESOLUTION NO.

A RESOLUTION ADOPTING ASSESSMENT ROLLS FOR CITY PROJECT #25-02

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the costs associated with:

2025 Park Avenue NW Reconstruction Project

Street		From/To
Park Avenue NW	/	15 th Street NW – Trunk Highway 197

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

1. Proposed Assessment Rolls for City Project No. 25-02, copy of which is on file in the City Clerk's Office, is hereby adopted and shall constitute a special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.

2. Such assessments shall be payable in equal annual installments over an extended period of time as indicated in the individual Assessment Roll. The first of the installments are to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of 4.4 percent per annum. To the first installment shall be added interest on the entire assessment from the first day of December 2025. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Director, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and may, at any time thereafter, pay to the City Finance Director the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 30 or interest will be charged through December 31 of the next succeeding year.

4. The City Clerk shall forthwith transmit a certified duplicate of the assessment rolls to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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:

Michelle R. Miller, City Clerk

APPROVED:

Jorge S. Prince, Mayor

CITY OF BEMIDJI

ORDINANCE NO. __, 3RD SERIES

AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL PROPERTY FOR THE PURPOSES OF LOT REALIGNMENT TO REMEDY SURVEYING/PLATTING ERROR

THE CITY OF BEMIDJI DOES ORDAIN:

- SECTION 1.** The purpose of this Ordinance is to authorize the transfer of a certain portion of City owned real property to effectuate a lot realignment and subdivision with a neighboring private property owner, which is necessary to remedy a surveying/plating error which has made the boundary line between the City owned parcel of real property, identified by parcel ID 800077600 (the "City Parcel"), and a neighboring privately owned parcel, identified by parcel ID 800072000 (the "Private Parcel"), in dispute, clouding marketable title to both parcels.
- SECTION 2.** The land to be transferred pursuant to this Ordinance constitutes a 15 foot wide strip of land on the Northern property line of the City Parcel, legally described as follows:
- All that part of the North 67.35 feet of the West 275.00 feet of Lot A, Auditor's Plat No. 7, according to the recorded plat thereof, Beltrami County, Minnesota, lying northerly of the following described line: Commencing at the Northwest corner of Government Lot 1, Section 4, Township 146 North, Range 33 West, Beltrami County, Minnesota; thence South 00°44'04" West, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said Section 4, a distance of 1345.21 feet to the point of beginning of the line to be described; thence South 89°18'47" East a distance of 308.00 feet to the intersection with the east line of said West 275.00 feet of Lot A, and said line there terminating.
- SECTION 3.** That pursuant to Section 12.05 of the Home Rule Charter of and for the City of Bemidji, the City hereby authorizes and ratifies the transfer of the real property, as legally described above, to Thomas H. Reise and Kristi Larson-Reise, as Trustees of the Thomas H. Reise and Kristi Larson-Reise Revocable Trust. The consideration for the transfer is as follows: the Reise Trust pays \$1.00 to the City and assumes all costs and responsibility to survey the property, prepare new legal descriptions, application fees for the lot realignment, and the recording of deeds to effectuate the transfer; the City receives the benefit of remedying the boundary line dispute due to the previous surveying/plating error, and clearing title to the City Parcel, making said title marketable and available for future use or disposition.
- SECTION 4.** The City understands that this transfer will be used to accomplish a lot realignment with the neighboring Private Parcel, which shall result in the establishment of new legal descriptions and property boundary lines, as is depicted and legally described in the attached exhibit A, which is incorporated hereto by reference
- SECTION 5.** That City staff are hereby authorized to take all appropriate and necessary steps to accomplish the transfer of real property described herein, including the execution of a quit claim deed.
- SECTION 6.** This ordinance shall become effective thirty (30) days after its passage and publication according to law.

Yeas:
Nays:
Absent:

Public Hearing:
Adoption:

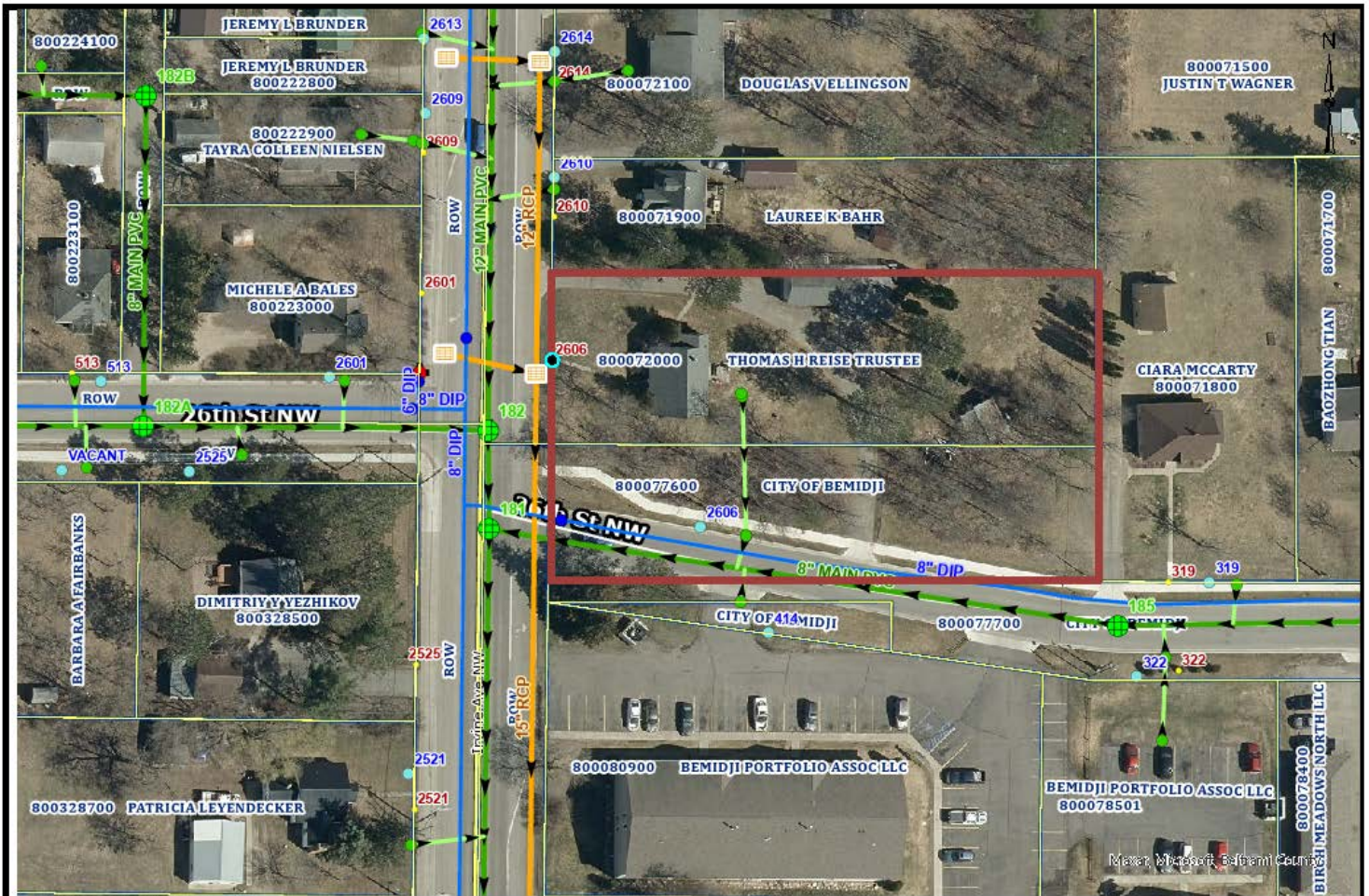
Attest:

Michelle R. Miller, City Clerk

Approved:

Jorge S. Prince, Mayor

EXHIBIT A



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

2606 Irvine Ave NW - Lot Realignment

1:1,128

Date: 7/14/2025

This map is not a substitute for accurate field survey or for locating actual underground lines and above-ground utilities.



Part of
Lot 8, Block 5, Auditor's Plat Number 4 and Lot A, Auditors Plat No. 7, Beltrami County, Minnesota.



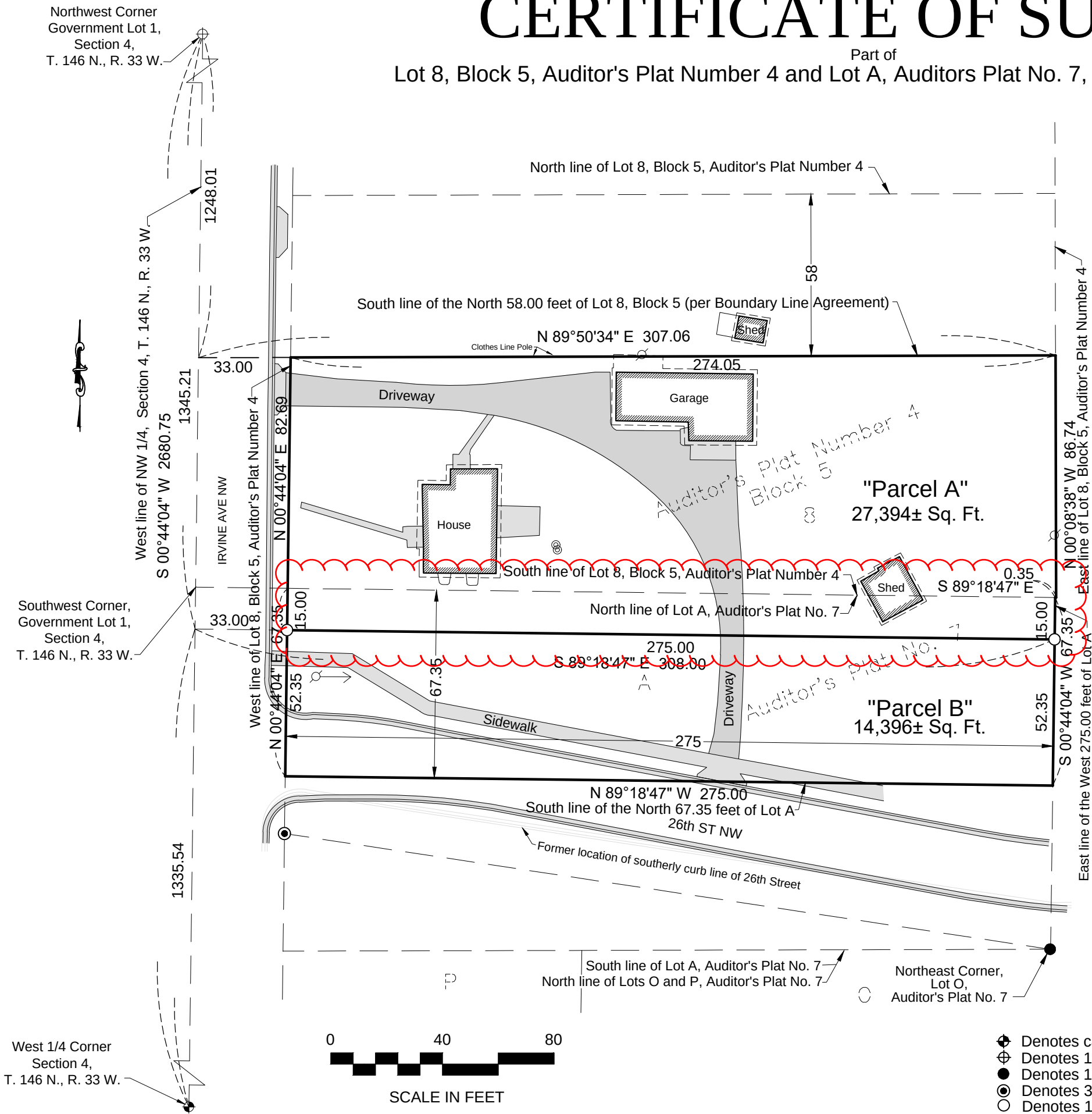
MURRAY
SURVEYING, INC.
P.O. BOX 1034 DRAFT 1 AND 2005

218-751-5898

DATE: 05.13.05 E.D. NO. 24-93-94.pdf (pages)

CERTIFICATE OF SURVEY

Part of
Lot 8, Block 5, Auditor's Plat Number 4 and Lot A, Auditors Plat No. 7, Beltrami County, Minnesota.



PROPOSED DESCRIPTION OF "PARCEL A"

Lot 8, Block 5, Auditor's Plat Number 4, according to the recorded plat thereof, Beltrami County, Minnesota;
LESS AND EXCEPT, the North 58.00 feet thereof;
AND,

All that part of the North 67.35 feet of the West 275.00 feet of Lot A, Auditor's Plat No. 7, according to the recorded plat thereof, Beltrami County, Minnesota, lying northerly of the following described line: Commencing at the Northwest corner of Government Lot 1, Section 4, Township 146 North, Range 33 West, Beltrami County, Minnesota; thence South 00°44'04" West, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said Section 4, a distance of 1345.21 feet to the point of beginning of the line to be described; thence South 89°18'47" East a distance of 308.00 feet to the intersection with the east line of said West 275.00 feet of Lot A, and said line there terminating.

PROPOSED DESCRIPTION OF "PARCEL B"

The North 67.35 feet of the West 275.00 feet of Lot A, Auditor's Plat No. 7, according to the recorded plat thereof, Beltrami County, Minnesota;
LESS AND EXCEPT, all that part of thereof lying northerly of the following described line: Commencing at the Northwest corner of Government Lot 1, Section 4, Township 146 North, Range 33 West, Beltrami County, Minnesota; thence South 00°44'04" West, bearing based on the Beltrami County Coordinate System, South Zone, along the west line of said Section 4, a distance of 1345.21 feet to the point of beginning of the line to be described; thence South 89°18'47" East a distance of 308.00 feet to the intersection with the east line of said West 275.00 feet of Lot A, and said line there terminating.

NOTES TO SURVEY

1. Bearing system based on the Beltrami County Coordinate System, South Zone, NAD83.
2. This survey has not been performed with the benefit of a title search.
3. Auditor's Plat No. 4 (the "Plat") documents that the length of Government Lot 1, Section 4, T. 146 N., R. 33 W., as measured along the west line of said Government Lot 1, is 1340.15 feet; however, the length of the west line of Government Lot 1 has been found to measure 1330.25, which is consistent with the length of 1330.17 measured in 1910 as documented in Beltrami County Survey Records as HS-07 on page 10. This results in an approximate 10 foot shortage. Similarly, there are inconsistencies with the location of the 1/16 line between Auditor's Plats 4 and 7. The proposed division line was described from the section line to avoid conflicts in locating the proposed line.
4. Part of Lot A, Auditor's Plat No. 7 was conveyed to the City of Bemidji as a conveyance of tax forfeited lands as documented in Deed Record 131 on page 176.

LEGEND

- ⊕ Denotes cast iron monument, found
- ⊕ Denotes 1/2 inch iron pipe, found
- Denotes 1/2 inch iron pipe, LS 15483, found
- ⊙ Denotes 3/4 inch iron pipe, found
- Denotes 1/2 inch iron pipe, LS 15483, set

MURRAY
SURVEYING, INC.
P.O. BOX 1038 BEMIDJI, MN 56601
218-751-5898

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Draft
ROBERT W. MURRAY LICENSE NO. 15483
DATE: 05-13-25 FILE NO. 24-93C-Realignment

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025
Action Requested: Authorization to Publish a Summary of an Ordinance
Prepared By: Michelle Miller, City Clerk

Background:

Request to publish the following summary of an ordinance as allowed by City Charter Section 3.09:

LEGAL NOTICE

ORDINANCE NO. 223, 3rd SERIES: Ordinance Amending the Bemidji City Code, Authorizing the Transfer of Real Property for the Purposes of Lot Realignment to Remedy Surveying/Platting Error. This Ordinance was approved by the City Council on Monday, October 20, 2025. This Ordinance shall become effective 30 days after publication. A complete copy of the Ordinance is available by contacting the City Clerk, 317 4th Street NW, Bemidji, MN 56601 (218-759-3570).

Recommendation:

Authorize publication of Ordinance summary.

CITY COUNCIL AGENDA ITEM



Meeting Date: October 20, 2025
Action Requested: 2026 Street Renewal Project - Consider Resolution Ordering Feasibility Report - City Project 26-01
Prepared By: Jenna R. Roberts, P.E. Assistant City Engineer

Background:

At the October 6 council meeting, staff provided a list of recommended street segments for programming our 2026 Street Renewal project and beginning the Chapter 429 assessment process. There was a request for some additional assessment information related to the impacts for residents that may be abutting other recently completed projects that were also assessed in the area. Exhibit B provides a visual representation of what the assessment impacts may look like for a corner lot parcel affected by back-to-back year projects involving assessments using our current public improvement and assessment policy.

The street segments that were originally proposed to be included for study within the 2026 feasibility report are shown on the attached map and are as follows:

Exhibit A – Option 1

19th Street NW	/	Park Avenue NW – Irvine Avenue NW
20th Street NW	/	Norton Avenue NW – Park Avenue NW
21st Street NW	/	Norton Avenue NW – Irvine Avenue NW

To provide some additional flexibility for the Council, staff have provided another group of streets that could be explored in lieu of the previously selected segments. The following segments would be considered Option 2:

Exhibit A – Option 2

11th Street NW	/	Rice Avenue NW – Irvine Avenue NW
10th Street NW	/	Jeannette Avenue NW – Park Avenue NW
Jeannette Avenue NW	/	10th Street NW – 11th Street NW

Either option is a viable project and staff could develop the feasibility report by December this year.

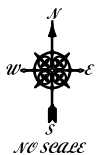
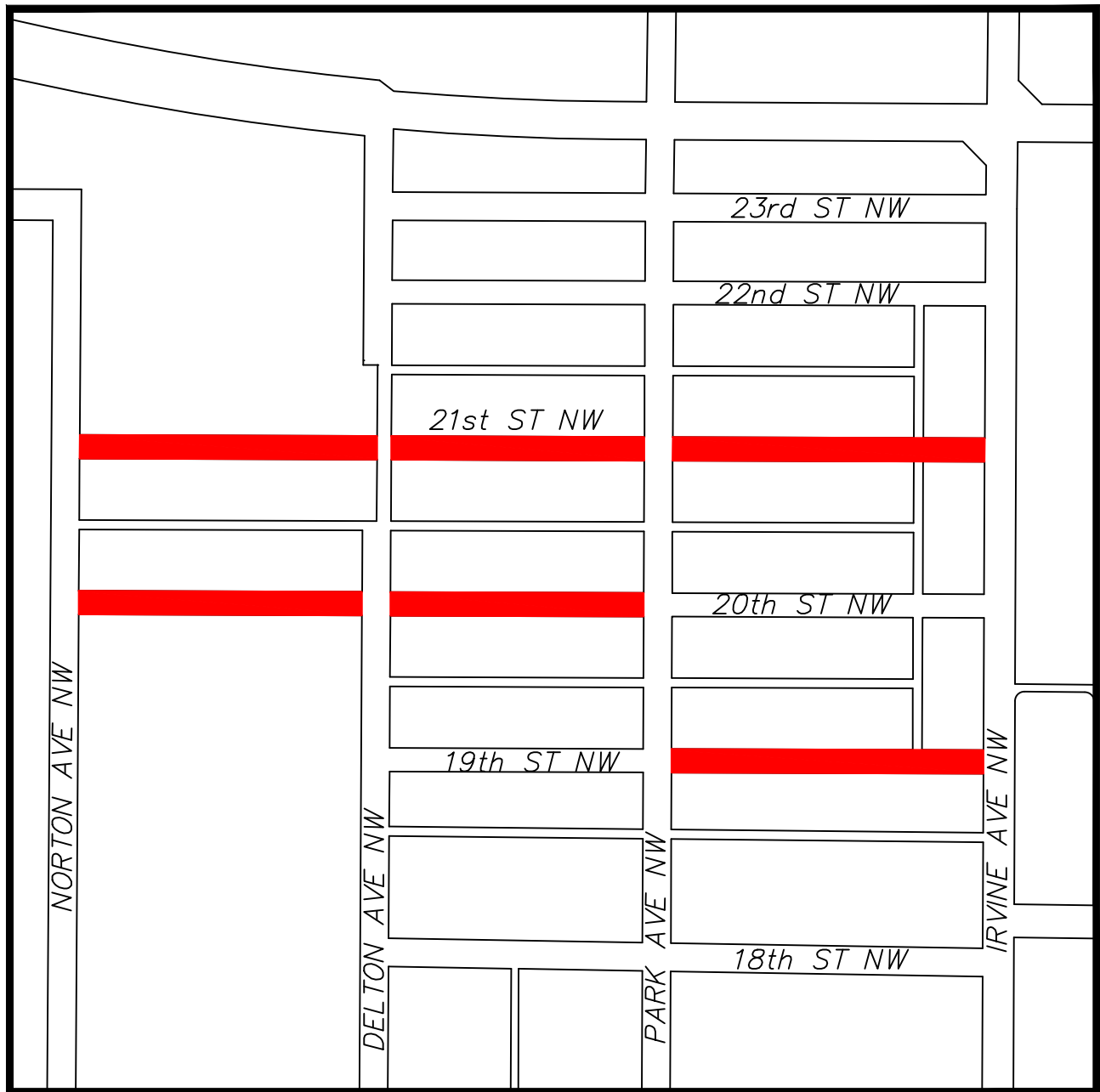
Finances:

The feasibility report will be completed by city staff in the engineering department. There will be no outside cost for the report. The report will detail all of the proposed project costs and funding sources.

Recommendation:

It is recommended that the city council adopt the attached resolution ordering the preparation of a feasibility report on the 2026 Street Renewal Project with either Option 1 or Option 2.

EXHIBIT A



2026 STREET RENEWAL PROJECT OPTION 1

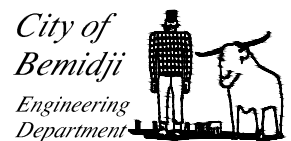
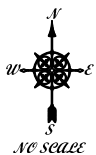
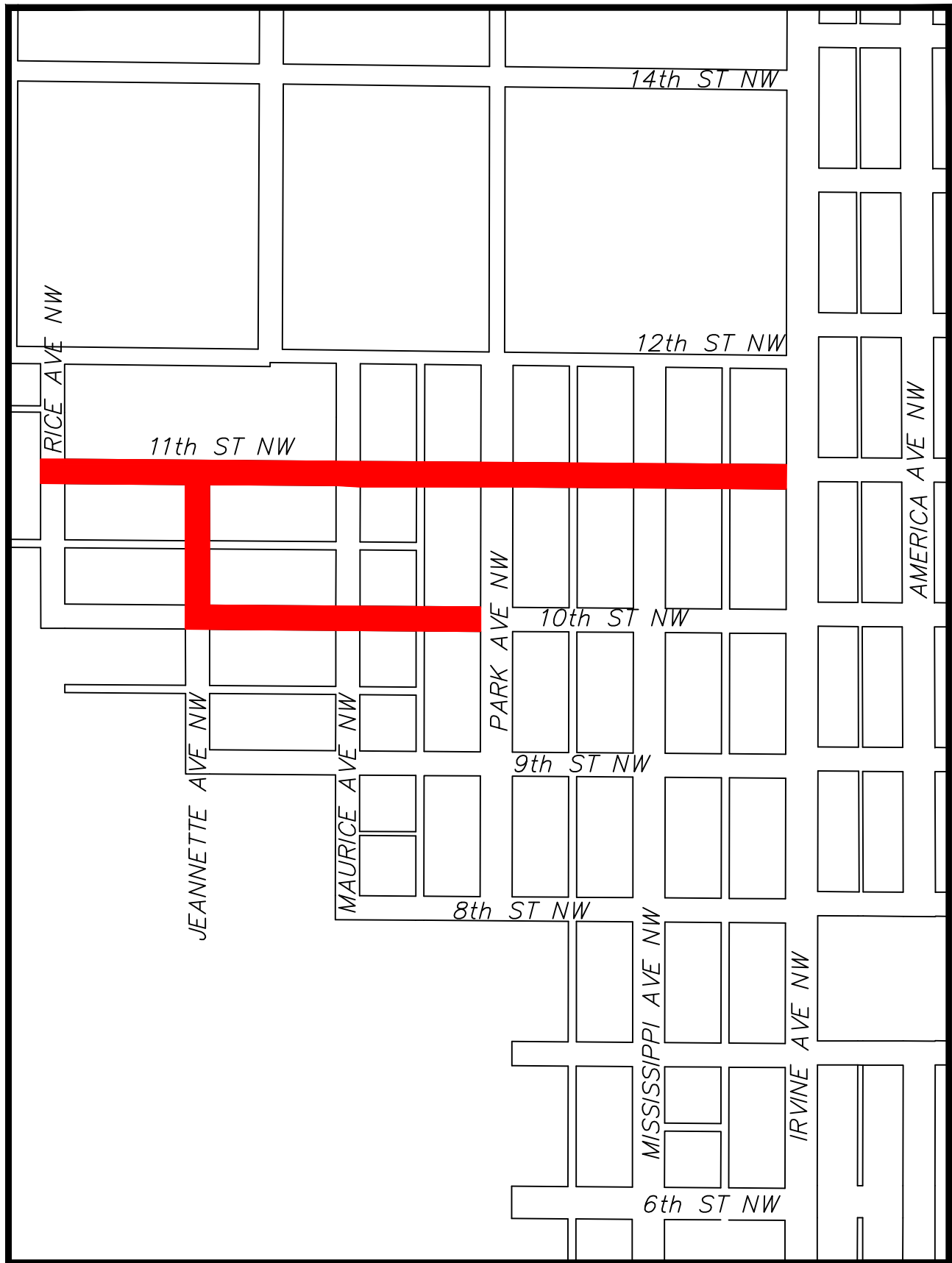


EXHIBIT A



2026 STREET RENEWAL PROJECT OPTION 2

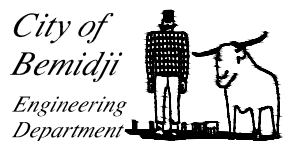
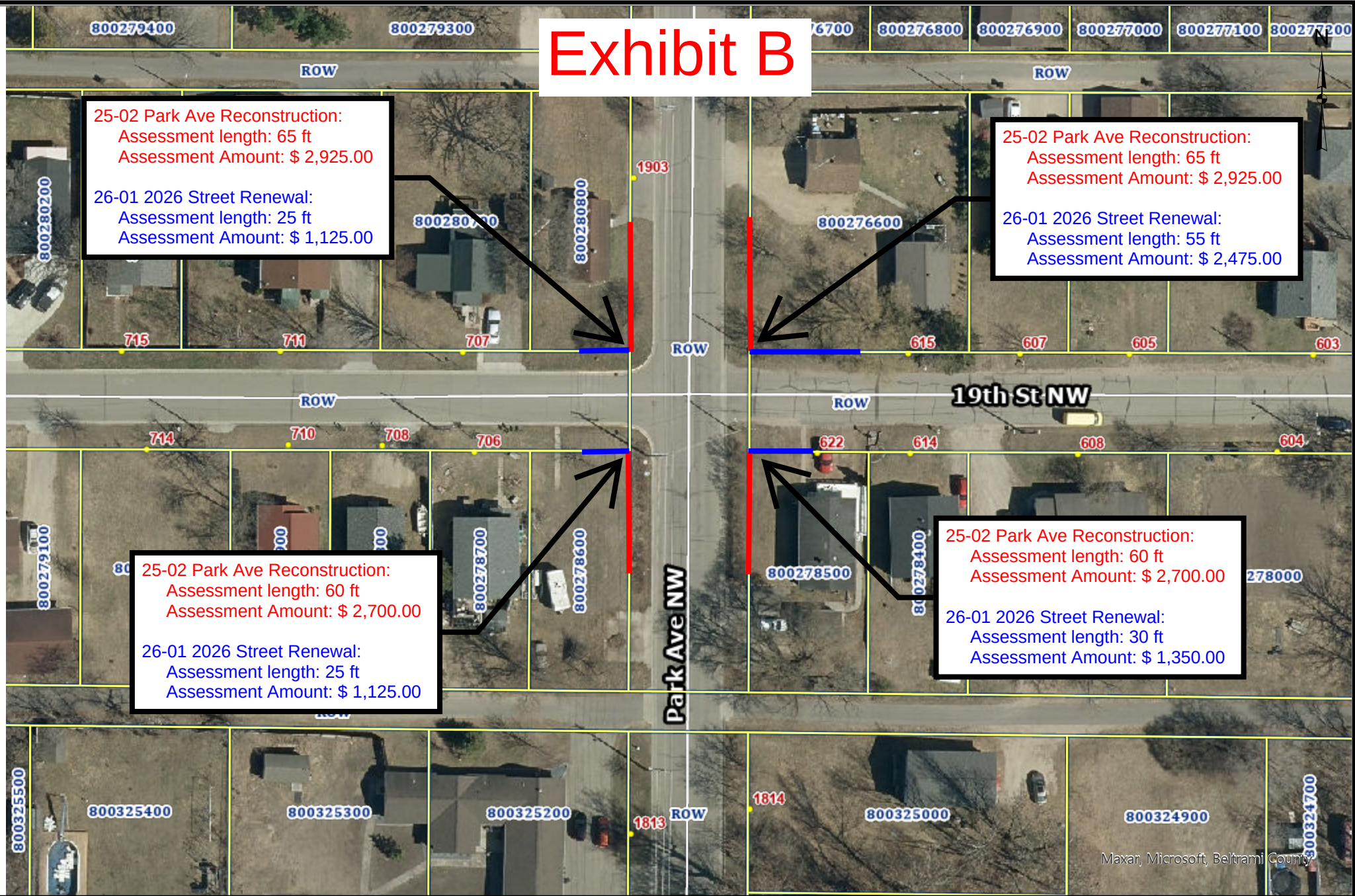


Exhibit B



25-02 Park Ave Reconstruction:
Assessment length: 65 ft
Assessment Amount: \$ 2,925.00

26-01 2026 Street Renewal:
Assessment length: 25 ft
Assessment Amount: \$ 1,125.00

25-02 Park Ave Reconstruction:
Assessment length: 65 ft
Assessment Amount: \$ 2,925.00

26-01 2026 Street Renewal:
Assessment length: 55 ft
Assessment Amount: \$ 2,475.00

25-02 Park Ave Reconstruction:
Assessment length: 60 ft
Assessment Amount: \$ 2,700.00

26-01 2026 Street Renewal:
Assessment length: 25 ft
Assessment Amount: \$ 1,125.00

25-02 Park Ave Reconstruction:
Assessment length: 60 ft
Assessment Amount: \$ 2,700.00

26-01 2026 Street Renewal:
Assessment length: 30 ft
Assessment Amount: \$ 1,350.00

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.

Park Ave and 19th Street	
1:1,128	Date: 10/13/2025
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



RESOLUTION NO.

A RESOLUTION ORDERING FEASIBILITY REPORT ON 2026 STREET RENEWAL PROJECT CITY PROJECT 26-01

WHEREAS, it is proposed to improve the following streets:

by reconstructing the streets and upgrading the sanitary sewers, water mains, and storm sewers;
and

WHEREAS, the Bemidji City Council may assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED by the Bemidji City Council that the proposed improvement be referred to the City Engineer for study and is instructed to report to the Council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

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:

Approved:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

COUNCIL AGENDA ITEM



Meeting Date: **October 20th, 2025**

Action Requested: **Bemidji Rail Corridor Soil Clean-up Project – Consider Award of Bid – City Project 25-05**

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

Reviewed By: **Richard Spiczka, City Manager**

Background

At the January 27th work session, information from City staff and Greater Bemidji's team was presented on the rail corridor project involving the proposed YMCA development.

In February, design proposals from Barr and Loucks engineering firms was executed to begin the design of the soil clean-up/remediation bid package (Bid Package #1) for the rail corridor. Bid Package #1 would include the contaminated soil removal & mass grading of the entire rail corridor and will also include some of the stormwater pond construction, existing building demolition, and removal of a portion of the paved bike trail west of Minnesota Avenue NW. Refer to Exhibit A for an overview of Bid Package #1.

Staff are anticipating another separate bid package (Bid Package #2) that would involve public infrastructure upgrades including the sanitary sewer main replacement and some replacement of watermain under Minnesota Avenue NW. The scope of these additional public improvements will be finalized as further design of the YMCA is developed, and the Planned Unit Development (PUD) process is completed. Unused DEED redevelopment funds could be used for portions of this bid package.

The initial bid opening on July 22nd, 2025 had 5 bids with higher than estimated bid prices. Council rejected the bids in August and work was completed to do additional field exploration, re-design the east building footprints, modify the construction schedule and advertise the project again.

Bidding

A bid opening for the project was held on Tuesday, October 7th, 2025 and the following 5 bids were received:

	<u>Base Bid</u>
Casper Construction	\$ 2,217,000.00
Rachel Contracting	\$ 2,398,484.98
Reierson Construction	\$ 2,430,158.50
U.S. SiteWork	\$ 2,703,535.50
Park Construction	\$ 3,171,811.20

Engineer's Estimate \$ 2,402,730.00

Loucks Engineering has reviewed Casper Construction's bid and has provided the attached letter for recommending award.

Finance

In addition to the bid prices that are shown, the total project cost that the city will need to budget for includes construction contingencies, engineering design, construction inspection and construction administration.

A breakdown of the total estimated project cost is listed below:

BNSF Land Acquisition Costs	\$ 79,000
DEED grant assistance consultant fees	\$ 220,887
Casper Construction Contract	\$ 2,217,000
Design Engineering – Consultants:	\$ 265,532
Construction Inspection & Admin.-	
Loucks	\$ 204,252
Braun Intertec	\$ 58,813
Barr Engr.	\$ 288,000
Stoel Rives	\$ 50,000
Total Construction Cost:	\$ 3,383,484

In addition, the following items will need to be added to the overall project budget:

City Engineering Time Billed to Project	\$ 20,000
Construction Contingency (Change Orders)	\$ 100,000 (4.5%)
3 rd Party Pollution Coverage Insurance	\$ 5,000
Total Other Project Costs:	\$ 125,000

TOTAL PROJECT BUDGET \$ **3,508,484** (was \$4,077,689)

Multiple consultant proposals for construction services are attached and should also be approved this evening, if the bid is awarded, to assist city staff with construction services and reporting requirements for both DEED and the MPCA.

Funding sources are proposed to come from the following sources:

DEED Redevelopment Grant	\$	181,733 (589,926 available)
DEED Cleanup Grant	\$	902,082
Circle K Land Proceeds	\$	830,500
Stormwater Sewer Funds	\$	200,000
ARPA Funds	\$	80,000
Greater Bemidji Land Sale	\$	500,000
Potential Land Sale Proceeds	\$	413,384
<u>Liquor Store Reserve Funds</u>	<u>\$</u>	<u>400,785</u>
	\$	3,508,484

If in the event the potential land sale proceeds aren't acquired, then the necessary funds would come from the liquor store reserve funds. Staff anticipate a balance of roughly \$950,000 by the end of 2025 in liquor store reserves.

The project is scheduled to begin in November, to include building removal and minor site grading, and then resuming in the spring to be completed by Summer 2026.

Recommendation:

It is recommended that the city council pass a motion awarding the bid for the Bemidji Rail Corridor Soil Remediation and Earthwork Project - City Project 25-05, to Casper Construction in the amount of \$2,217,000.00.

If a motion of bid award is made and approved then the following motions should be considered by Council to approve the necessary proposals from Loucks, Barr, and Braun Intertec to assist the City with construction administration and construction observation for the project:

- Authorize the Mayor and City Manager to finalize and execute a consultant services agreement with Loucks Engineering for construction services in an amount not to exceed \$204,252.
- Authorize the Mayor and City Manager to finalize and execute a consultant services agreement with Barr Engineering for construction services in an amount not to exceed \$288,000.
- Authorize the Mayor and City Manager to finalize and execute a consultant services agreement with Braun Intertec for construction services in an amount not to exceed \$58,812.50.



To: **Sam Anderson, PE**
City Engineer/ Director of Public Works
City of Bemidji

From: Jeffrey A. Shopek, PE, fNSPE, Principal Engineer- Loucks
Jon Knutson, EIT – Loucks

Project: 25-05 Bemidji Rail Corridor Remediation & Earthwork
101 Minnesota Ave SW
Bemidji, MN

Quest Bid No. 9740287
Date: 10/15/25
Loucks # 17343.0D
Subject: Recommendation to Award Contract

The purpose of this memo is to provide the City of Bemidji with an Engineer's recommendation for a contractor to award the Base Bid of the City of Bemidji project 25-05 Bemidji Rail Corridor Remediation & Earthwork (Quest Bid No: 9882423). The City of Bemidji at Tuesday, October 7th, 2025 at 2:00 PM CDT bid opening read the bids as received.

Subsequent to the bid opening, Loucks independently analyzed each of the submitted bid schedules to determine if there were any omissions, errors, alterations or irregularities in the proposal. We found no irregularities in the bids.

Our engineer's opinion is based on **Casper Construction, Inc.**, 212 SE 10th Street, Grand Rapids, MN 55744 being the apparent lowest responsible and responsive bidder. Casper Construction, Inc in their bid has submitted the required documents of the Bid Bond, Bid Qualifications, Responsible Contractors Form and Solicitation Cover (See attached). Loucks has reviewed these documents and has determined that Casper Construction, Inc. meets the bidder requirements.

Loucks recommends the City of Bemidji award the Base Bid of the 25-05 Bemidji Rail Corridor Remediation & Earthwork contract to Casper Construction, Inc. for a total project fee of \$2,217,000.00. This recommendation is subject to U.S. Casper Construction, Inc. providing submittals meeting the contract requirements defined in the "Project Manual Specification and Contract Documents" prior to the contract being fully executed by the City of Bemidji.

Please contact us if you have any questions.

October 15, 2025

Sam Anderson, PE | City Engineer/Director of Public Works

City of Bemidji

317 4th Street NW

Bemidji, Minnesota 56601

Tel: 218.333.1851

Email: sam.anderson@ci.bemidji.mn.us

**RE: Proposal for Public Improvement Engineering Services
Bemidji RR Redevelopment – Re-Design Geotechnical and Environmental Earthwork
Construction Administration, Observation & Grant Reimbursement
Loucks Proposal No. P25389.00**

Dear Mr. Anderson:

We are pleased to submit our proposal to provide civil construction administration, construction initial land surveying field control, and assist with tracking DEED's Redevelopment and Clean-up grants reimbursements for The Demolition, Geotechnical and Environmental Earthwork for the redevelopment of the Bemidji Railroad Corridor site. We have been working on this site for over seven years and have a thorough understanding of the challenges of developing the site. This project would include geotechnical and environmental earthwork for the site to meet the MPCA's Remediation Action Plan requirements, and soil correction of poor soils to create buildable pads for the proposed YMCA, mixed-use buildings and public open space. To complete the DEED Redevelopment work, a second project would be needed for public infrastructure needed for the development of the YMCA and mixed-use property between Irving Avenue bridge and Minnesota Avenue. This service will be provided in a separate proposal in the future.

Working with the redevelopment team, Barr Engineering, Braun Intertec, and Stoel Rieves, Loucks created detailed budgets to obtain \$902,082 in Department of Employment and Economic Development (DEED) Cleanup grant and \$589,926 in DEED Redevelopment and Demolition grant. These grant budgets will be the basis for tracking each bid line item during the project administration, and construction observation for construction of the Geotechnical and Environmental Earthwork for the site and Public Infrastructure.

The Bemidji Railroad Project will benefit from Loucks' seven years of experience on this site and the vast in-depth knowledge our team has with over 40 years of experience in designing, bidding, and providing construction administration for over \$100 million of construction work for geotechnical and environmental remediation. Loucks is uniquely qualified to provide successful solutions for the site design, land evaluation use limitations, and assessment of immediate and long-term needs, based on the following advantages we bring to the project.

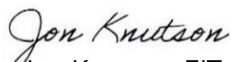
In closing, we look forward to delivering on our corporate vision: we do the ground work that makes your project more remarkable. We are enthusiastic about the opportunity to continue to work with the city to successfully complete this important project which will help the growth of the vibrant downtown.

Sincerely,

LOUCKS



Jeffrey A. Shopek, PE, fNSPE
Director | Principal Engineer

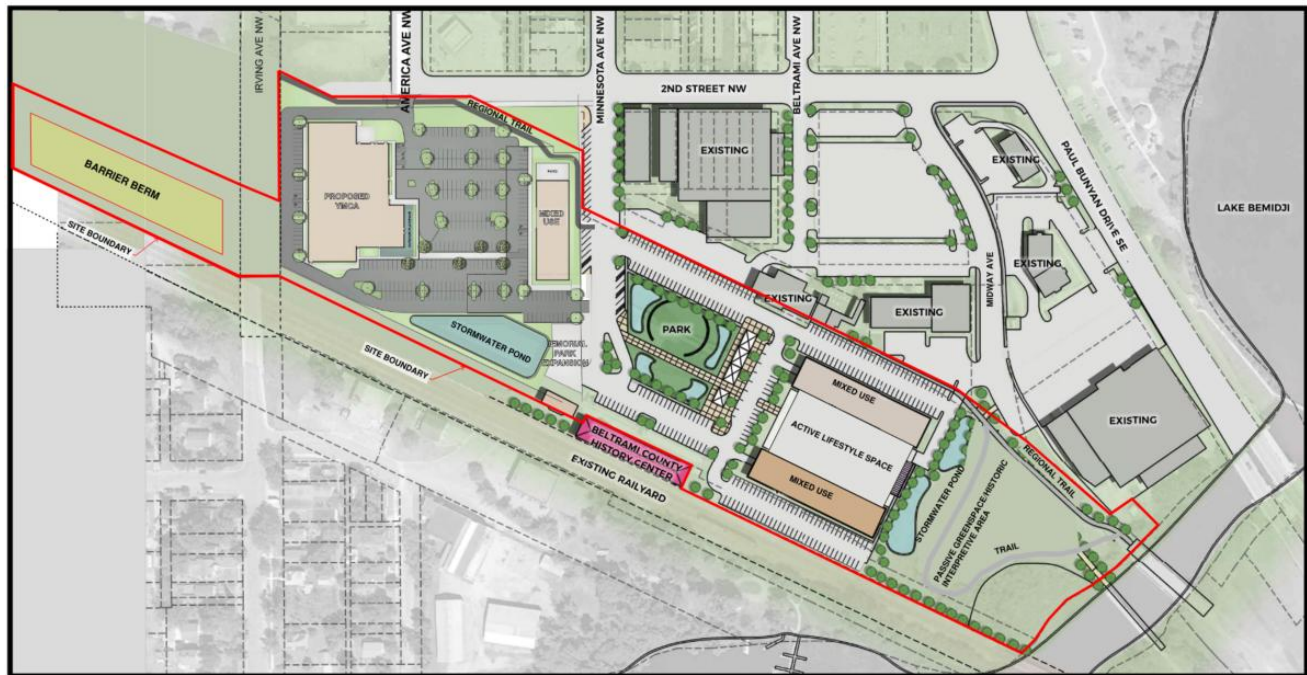


Jon Knutson, EIT
Engineer in Training

1. SCOPE OF WORK FOR GEOTECHNICAL AND ENVIRONMENTAL EARTHWORK

Based on the DEED Redevelopment and Demolition Grant and DEED Cleanup Grant, we anticipate the project earthwork construction activities to occur within the general area outlined below.

LIMITS OF WORK



BEMIDJI RAIL CORRIDOR DEVELOPMENT PLAN
BEMIDJI, MN

OCTOBER 2024
PROJECT # 17363.00



2. SOIL REMEDIATION & EARTHWORK ACTIVITIES

Loucks project administration and observation are based on the bid documents for the 2025 Bemidji Rail Corridor Remediation and Earthwork bid package due October 7, 2025. Generally, the following items to be included in the project earthwork construction activities itemized and shown below.

- A. Site Protection
 - 1. Temporary and permanent fencing
 - 2. Erosion control per SWPPP
 - 3. Traffic control
- B. Building Demolition
 - 1. Two BNSF buildings
 - a) Remediation of buildings prior to demolition
 - 2. Bemidji leased building
 - a) Remediation of buildings prior to demolition
- C. Site Surface Demolition
 - 1. Abandoned railroad spur
 - 2. Portions of Regional Trail
 - 3. Bituminous and pavements

- D. Soil Clean Up Remediation
1. Excavate and export **soil hot spots** to regulated landfill per MPCA approved Remediation Action Plan (RAP)
 - a) Stabilize lead soils exceeding standards prior to exporting
 2. Excavate and manage **contaminated** non-structural and peat soils on-site. To be placed in barrier berm west of Irving Avenue per MPCA approved RAP.
 3. Excavate and manage **non-contaminated**, non-structural and peat soils on-site. To be placed in low area at east limits of site. These soils are unregulated by MPCA.
 4. Import of granular soil for backfilling excavation areas

3. LOUCKS SCOPE OF SERVICES FOR GEOTECHNICAL AND ENVIRONMENTAL EARTHWORK CONSTRUCTION ADMINISTRATION, OBSERVATION, SURVEY FIELD CONTROL, AND TRACKING DEED REIMBURSEMENTS

Loucks will provide the following civil engineering services for Construction Contract Administration, Construction Administration, Construction Observation, Limited Construction Staking, and DEED Grant Tracking.

- A. Construction Contract Administration
1. Summarize bid results and review with City Engineering Department
 2. Recommend the award of Contractor to the city
 3. Provide notice of Intent to award to Contractor
 4. Assist the city with preparation of Construction contract
 5. Provide Contractor with a notice to proceed
- B. Construction Administration
1. Host an on-site pre-construction meeting with the city, Contractor, design team, and utility providers.
 2. Coordinate permits with the contractor.
 3. Prepare meeting minutes.
 4. Track and respond to RFI's.
 5. Process change orders & field changes.
 6. Review material submittals and shop drawings.
 7. Track daily quantities and prepare weekly summaries of excavation, export, and import of soils with comparison to plan estimates for each of the soil remediation and earthwork bid items. This will provide weekly guidance of how the actual work is conforming to the estimated environmental and earthwork quantities.
- C. Survey Control and Construction Limits for Contractor
1. Loucks will set horizontal and vertical control for the contractor to use for performing construction surveying work.
 2. Loucks will set stakes at corners, gates locations, end points and 50-feet on center for straight runs for permanent fencing along RR Tracks per the BNSF Agreement.
 3. Loucks will set stakes at corners, end points and 50-feet on center for straight runs for temporary construction fencing per construction plans.
- D. Construction Observation
1. Host weekly meetings with the contractor. We anticipate bi-weekly meetings on-site with the alternate weeks having virtual meetings. This may flex depending on the intensity of the Contractors schedule and tasks.
 2. We have allocated 132 hours for bi-weekly site visits consisting of two days of construction observation by our senior construction representative to track earthwork progress.
 3. We have allocated 204 hours for on-site bi-weekly meetings attended by the principal civil engineer and/or senior project manager.

E. Deed Reimbursement

1. Loucks will track each bid item for the Redevelopment and Clean Up Grant. Each Contractor pay estimate will have an associated budget of the amount to be requested for reimbursements for the grants. It will also include the matching funds dollars required to obtain reimbursements.
2. Loucks will track consultant invoices that are potentially available for reimbursements.
3. Our work will be coordinated with Barr and Stoel Rives for submittal to DEED.

Please Note: Actual dollar amounts reimbursed by is determined by DEED. We will work with the consultant team to justify how each of the bid line items meet the grant criteria but ultimately DEED makes that decision.

F. Mileage, Logging, and Meals

1. We have allocated 30 round trips to the site including logging, and meals. We will make every effort to combined trips when possible and depending on the intensity of construction provide longer consecutive on-site observation to reduce trips.

4. ASSUMPTIONS FOR REMEDIATION AND EARTHWORK SERVICES

1. Braun Intertec to be contracted directly with the City for geotechnical testing, reporting, and construction observation. Braun has been working on this project for over seven years and is uniquely qualified to be the geotechnical engineer for the construction phase of this project. Braun has conducted drilling on this site several times and has vast knowledge of the soil conditions on the site. Braun will conduct on site soil observation of poor soil removal to verify stable soil is encountered at the bottom of excavation and monitor and perform compaction testing filling the excavations to meet site improvements geotechnical requirements.
2. Barr Engineering to be contracted directly with the City for environmental testing, reporting, and construction observation. Barr has been working on this project for seven years and is uniquely qualified to be the environmental engineer for the construction phase of this project. Barr extensive knowledge includes reviewing historic environmental testing and reports, conducting several additional testing and prepared reports, prepared the approved Remediation Action Plan from the MPCA, understands the environmental soil management, and the basis of quantities of contamination calculated in the grant applications.
3. This proposal includes limited construction staking as described in Scope of Services.

5. COMPENSATION

Our fees are based on estimated hours to perform the Scope of Work. Our work in 2025 will be completed on an hourly basis and will be invoiced at the attached 2025 hourly rates for actual hours worked on the project through end of year. Our work in 2026 will be completed on an hourly basis and will be invoiced in 2026 hourly rates for actual hours worked on the project during 2026. Our 2026 hourly rate increase are anticipated to increase approximately four percent above 2025 hourly rates. Loucks will provide detailed backup billing information with time, expenses, and description of work for each person working on the project.

See attached spreadsheet for breakdown of estimated itemized hours of work effort for various tasks. These estimates were based on using 2026 rates. Below is a summary of these estimates.

<u>Environmental and Geotechnical Scope</u>	<u>Estimated Fees</u>
Construction Design, Permitting & Bidding	\$188,780
Reimbursables	<u>\$ 15,472</u>
Loucks Subtotal	\$204,252

Invoices will be sent once a month based on the percentage of work completed and/or additional services performed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will be charged a late charge of 1.1% per month.

6. CLOSURE

Only the services listed above in the Scope of Work are included in this proposal.

Attached to this proposal are Loucks General Conditions and Hourly Rate Fee Schedule, which are part of this agreement. By signing this contract, you agree that they have been read, understood, and accepted. If this proposal is acceptable to you, please sign and return to us as written authorization to proceed.

Loucks appreciates the opportunity to present this proposal to you and would like to personally discuss at your earliest convenience. We look forward to working with you.

Sincerely,

LOUCKS



Jeffrey A. Shopek, PE, fNSPE
Director | Principal Engineer



Jon Knutson, EIT
Project Manager

Encl: Loucks General Conditions
Loucks Hourly Rate and Reimbursable Expenses Sheet

ACCEPTANCE BY:

By: _____

Date: _____

Loucks is an Equal Opportunity Employer

Bemidji Rail Corridor Redevelopment

October 9, 2025

Loucks Project No. P25389



LOUCKS ESTIMATED ENVIRONMENTAL/GEOTECHNICAL EARTHWORK REBID UPDATES

	Principal Civil Engineer	Sr. Project Engineer - Manager	Sr. Construction Rep	Sr. Civil Technician	Project Surveyor	Sr. Surveying Technician	Field Crew	TOTAL ESTIMATED HOURS	TOTAL
Staff Hourly Rate	\$280	\$238	\$204	\$179	\$206	\$182	\$319		

LOUCKS ESTIMATED CONST ADMIN & OBSERVATION FOR ENVIRONMENTAL/GEOTECHNICAL EARTHWORK AND PUBLIC INFRASTRUCTURE IMPROVEMENTS

Construction Administration Environmental and Geotechnical Earthwork Analysis

Construction Contract Management/ Coordination with Consultants and Contractor	36	96						132	\$32,928
Construction Administration (Submittals, Pay Apps, Coord,)	12	48		48				108	\$23,376
Survey Control and Const Limits for Contractor		2				4	20	2	\$7,584
Construction Administration (Earthwork Qty)	12	32		72				116	\$23,864
Track DEED Reimbursements	4	24		24				52	\$11,128
11 Bi- Weekly Remote Construction Meeting (22 Wks.)	22	22	132					176	\$38,324
11 Bi-Weekly On-site Meeting (22 Wks.)	72	132						204	\$51,576
Subtotal	158	356	132	144	0	4	20	790	\$188,780
Hours Per Week Avg	7	15	6	6					33
Overnight	9	12	8	1			1		31
Trips	9	12	9				1		32
Reimbursables	Unit Cost	Units	Trips						
Short Term Lodging (days)	\$ 150.00	30						\$ 4,500.00	\$4,500
Meals	\$ 68.00	30						\$ 2,040.00	\$2,040
Mileage (Trips)	\$ 0.70	440	29					\$ 8,932.00	\$8,932

Subtotal\$15,472

Estimated Total for Enviro and Geotech\$204,252

HOURLY RATE FEE SCHEDULE

Effective January 1, 2025



Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions. Reimbursable external expenses including, but not limited to, sub-consultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
Landscape Architecture	Principal Landscape Architect	247
	Associate Landscape Architect	222
	Senior Landscape Architect.....	215
	Landscape Architect.....	184
	Landscape Designer	161
Engineering	Principal Engineer.....	269
	Associate Engineer.....	239
	Senior Project Engineer.....	229
	Project Engineer Manager.....	215
	Engineer In Training (EIT)	185
	Senior Engineering Technician.....	172
	Engineering Technician	141
	Senior Construction Representative	196
Surveying	Construction Representative.....	167
	Principal Surveyor.....	257
	Associate Surveyor	232
	Project Surveyor	198
	Land Surveyor in Training.....	169
	Senior Survey Technician.....	175
	Survey Technician	141
	Survey Crew Chief	174
	Survey Field Technician	133
	Two Person Survey Crew*	307
Scanning	One Person Survey Crew*.....	217
	3D Imaging Crew Chief with Scanner	340
Graphics	3D Imaging Technician.....	195
	Graphic Designer.....	184
Administration	Administration Assistance (Clerical)	130
Reimbursable Expenses	*For Projects Requiring Certified Health & Safety Training Add Per Employee	76
	Mileage	\$0.77 per mile

1.0 CLIENT RESPONSIBILITY

- 1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks including:
 - 1.1.1. The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.
 - 1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks services and of the work.
 - 1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.
 - 1.1.4. The CLIENT shall examine the documents prepared by Loucks and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks services.
 - 1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.
 - 1.1.6. Loucks shall receive copies of all soil borings, compaction tests and reports.
- 1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks.
- 1.3. The CLIENT shall provide for Loucks right to enter from time-to-time property owned by the CLIENT and/or others in order for Loucks to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS

- 2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.
- 2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.
- 2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.
 - 2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.
 - 2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks part to finance the CLIENT's operation, and no such willingness should be inferred.
- 2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.
- 2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

2.6. (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

2.7. In the event that litigation is required to collect undisputed invoiced amounts, Loucks shall be reimbursed by the CLIENT for Loucks legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.

3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf.

3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks is not otherwise compensated.

3.4. If the services covered by the Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of Loucks, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.

3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks integral workload, Loucks may negotiate additional compensation for fast tracking a specific task.

3.6. In that it would be unfair for Loucks to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS and agrees to defend, indemnify and hold LOUCKS harmless from any claim or liability for injury or loss allegedly arising from Loucks failure to perform a service the CLIENT has instructed Loucks to not perform. The CLIENT further agrees to compensate Loucks for any time spent or expenses incurred by Loucks in defense of any such claim, in accordance with Loucks prevailing fee schedule and expense reimbursement policy.

3.7. The CLIENT has relied on Loucks judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks. Should Loucks call for contract re negotiation, Loucks shall identify the changed conditions which in Loucks judgment makes such re negotiation necessary, and Loucks and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks has an absolute right to terminate this AGREEMENT.

4.0 REIMBURSABLE EXPENSES

4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks from the CLIENT, for reasonable charges incurred or established by Loucks in the interest of the Project:

4.2. Transportation in connection with the Project, out-of-town travel, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

- 4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1. If contained in the Scope of Services or if requested as an additional service, Loucks shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks. Loucks is not a construction cost estimator or construction contractor, nor should Loucks rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks opinion will be based solely upon his or her own experience with construction. This requires Loucks to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks has no control. Given the assumptions that must be made, Loucks cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks relative to the accuracy of Loucks opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION AND TESTING

- 6.1. Loucks shall render Construction Document interpretations necessary for the proper execution or progress of those portions of the Work designed by Loucks with reasonable promptness.
- 6.2. Loucks will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.
- 6.3. Loucks will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

- 7.1. Loucks shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks review of a specific item shall not pass design responsibility for that item to Loucks when the design aspects are the responsibility of other designers. Instead this review would be to verify conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

- 8.1. Loucks shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks control, the waiting and/or travel time will be considered additional services.
- 8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.
- 8.3. The CLIENT and/or contractor shall assist Loucks in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.
- 8.4. If Loucks is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.
- 8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks' standard hourly rates.
- 8.6. Loucks shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

- 9.1. Insofar as job site safety is concerned, Loucks is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks nor the presence of Loucks or his or her employees and subcontractors, shall be construed to imply Loucks has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

- 10.1. Upon completion of the work, Loucks shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking out original elevation or distance and writing the record information.
- 10.2. In that the record drawings are based partially on information provided by others, Loucks cannot and does not warrant their accuracy beyond that which Loucks is directly responsible.
- 10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks files for future use.

11.0 STANDARD OF PRACTICE

- 11.1. Services performed by Loucks under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK

- 12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks in the event that the project is permanently abandoned.
- 12.3. The CLIENT may instruct Loucks to temporarily stop work on the project by giving written notice.
- 12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.

13.0 MISCELLANEOUS PROVISIONS

- 13.1. This Agreement shall be governed by Minnesota Law.
- 13.2. The CLIENT and Loucks waive all rights against each other and against Loucks, agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.
- 13.3. Loucks shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

- 14.1. The CLIENT shall indemnify and hold harmless Loucks, from claims resulting from the performance of the work; provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to Work itself) including loss of use or resulting therefrom, and (b) is caused in whole

or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- 14.2. Loucks shall indemnify and hold harmless Client, from claims resulting from the Work performed provided that any such claim, damage, loss or expense is caused in whole or in part by a negligent act or omission of Loucks.

15.0 ASSIGNMENT

- 15.1. The CLIENT and Loucks, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

- 16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.
- 16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail to the business address identified at the end of this agreement.

17.0 AFFIRMATIVE ACTION

- 17.1. Loucks certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.

July 18, 2025

Sam Anderson, P.E.
City Engineer/Director of Public Works
City of Bemidji
317 4th 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

The following Scope of Work will address the need for additional environmental investigation, limited environmental construction oversight, final vapor sampling, reporting and establishment of institutional controls related to implementation of the planned Response Actions at the Site.

Task 1 – Response Action Plan Implementation Oversight

Barr will conduct limited environmental oversight during project construction in contaminated areas identified in the Response Action Plan (RAP). Oversight will include coordinating with the City's contractor on environmental issues and documentation of landfill and contaminated material management activities. This task will include:

- Sampling and screening of offsite backfill soil
- Oversight of contaminated soil excavation including offsite disposal of Type 1 soils (including stabilization where needed), onsite management of Type 2 soils, confirmation soil sampling, landfill profile sampling, and clean soil cover construction.
- Dewatering oversight, if needed

Task 2 – Response Action Plan Implementation Reporting

Barr will prepare a Response Action Implementation Report for submittal to the MPCA for review and approval following completion of the project.

Task 3 – Second Round of Vapor Sampling at Day Care Facility

This task will include the following activities:

- Collecting three soil gas samples from the footprint of the proposed day care facility during the heating season (November - March), as required by the MPCA.

- A report summarizing the results of the heating and non-heating sampling events will be prepared and submitted to the MPCA. This report will include recommendations for a vapor barrier, if needed.

Task 4 – Institutional Controls

Barr will provide limited assistance to Stoel Rives LLP in preparing the institutional controls for the Site, as required by the Response Action Plan, for submittal to the MPCA for review and finalization.

Project Management

This task will include the following activities:

- Routine project management activities including invoicing.
- Attending regular internal and large team meetings that will be held throughout the scheduled construction.

Assumptions/Exclusions

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

- Project management is assumed for up to six months and is estimated to be less than 20% of Barr's labor costs.
- It is assumed that large team meetings will be held weekly and will be held virtually.
- Environmental oversight will be required for up to three months during construction (limited to 320 hours and 12 mobilizations).
- Up to 15 samples will be collected and analyzed for Toxicity Characteristic Leaching Procedure (TCLP) lead or mercury for landfill profiling purposes.
- The City will coordinate permission to access the property and/or will identify areas within which we cannot conduct field work (if any).
- Soil vapor samples will be collected prior to the construction of the building using hand tools.

Schedule

The anticipated schedule for the tasks described above includes:

- It is anticipated that construction will begin in late summer or early fall 2025.
- The RAP Implementation Report will be prepared and submitted to the MPCA within three months of substantial completion of construction.
- Soil vapor sampling will be completed after environmental excavations have been completed, but not before November 1, 2025 or after March 31, 2026. Analytical data will be provided by the laboratory approximately two weeks after receipt of the samples.

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 \$288,000 without your prior approval.

Anticipated Activities	Total Project Cost
Task 1 – Response Action Plan Implementation Oversight	\$172,000

Task 2 – Response Action Plan Implementation Reporting	\$44,000
Task 3 – Second Round of Vapor Sampling at Day Care Facility	\$20,000
Task 4 – Institutional Controls	\$2,000
Project Management	\$50,000
TOTAL:	\$288,000

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) or Pete Kero (218-262-8611 or pkero@barr.com) if you have any questions or comments.

Sincerely,



Pete Kero
Vice President



Kristen Schimpke
Senior Environmental Engineer

July 16, 2025

Proposal QTB218393

Sam Anderson
City of Bemidji
317 4th Street Northwest
Bemidji, MN 56601

Re: Proposal for Site Grading and Concrete Testing Services
Rail Corridor Soil Remediation and Earthwork
South of 2nd Street Northwest, between Park Avenue and the Mississippi River
Bemidji, Minnesota

Dear Mr. Anderson:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide observation and construction materials testing services during site grading and concrete placements for the Rail Corridor Soil Remediation and Earthwork project at the referenced site.

Our Understanding of Project

This project will consist of preparing the site environmentally and geotechnically for future development, including a future YMCA/Childcare facility and three mixed-use buildings. Construction will include the demolition of three structures, exporting contaminated soils, existing fill soils, and organic deposits, and the import of granular soils for backfill and fill to prepare the site for the development.

Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Project specifications prepared by Loucks and Barr Engineering Company, dated June 16, 2025.
- Advertisement for Bids, prepared by the City of Bemidji, not dated.
- Geotechnical Evaluation Report prepared by Braun Intertec Corporation, dated October 9, 2019 for Project B1905573.
- Discussions with you, regarding our proposed scope of services.



Scope of Services

We will provide technicians or engineers, working under the direction of a Professional Engineer, to perform our observation and testing services. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or the project contractors. We have reviewed the available project information and propose to:

- Observe and evaluate the suitability of geologic materials exposed in the bottoms of excavations, or surfaces on which fill or structures will be placed, for fill and/or structure support.
- Observe and evaluate the suitability of prospective fill materials – this task includes performing laboratory classification tests specified in the project documents.
- Measure the in-place dry density, moisture content and relative compaction of fill placed during mass grading and of the aggregate base for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test fresh concrete associated with sidewalks and curb-and-gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.
- Provide project management for the quality control observation and testing services described above – this task includes scheduling field personnel, reviewing observation and test reports, and communicating with you, the project contractor(s), other project team members and the building official, as needed.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we assume the work for this phase of the project will proceed according to the following schedules:

- General excavations, and the placement and compaction of excavation backfill and required additional fill in building and pavement areas, will be substantially complete in four months.
- We have assumed our services will be performed per the following coverage:
 - First two weeks of construction – full time, estimated 10 hours per trip on a daily basis
 - Following three weeks of construction – periodic, estimated 5 hours per trip on a daily basis



- Remainder of project – periodic, estimated three trips per week at 5 hours per trip
- We assume the concrete sidewalks and curb-and-gutter will require two placements.
- We have assumed bituminous mixture and density testing will not be required.

If the pace of construction is different than described above, this proposal should be revised.

Braun Intertec has field staff that reside within Bemidji. We intend to utilize these efficiencies with local coverage, reducing overall travel time and fees, when possible.

Cost

We will furnish the services described herein for an estimated fee of **\$58,812.50**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work will extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mickale Endres at 507.514.0514 (MEndres@braunintertec.com).

Sincerely,

Braun Intertec Corporation


Mickale L. Endres, PE
Senior Manager, Senior Engineer


Jared D. Lubben
Associate Director


Mark W. Gothard, PE
Senior Engineer

Attachments:
Estimated Cost Tabulation
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB218393

Rail Corridor Soil Remediation and Earthwork

Client:

City of Bemidji
Sam Anderson
City Hall
317 4th St NW
Bemidji, MN 56601
(218) 759-3560

Work Site Address:

South of 2nd Street Northwest, between Park
Avenue and the Mississippi River
Bemidji, MN 56601

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$48,552.50
206	Excavation Observations	162.50	Hour	95.00	\$15,437.50
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading - Full Time/Daily	10.00	Trips	5.00	50.00
	Site Grading - Part Time/Daily	15.00	Trips	2.50	37.50
	Site Grading - Periodic	30.00	Trips	2.50	75.00
207	Compaction Testing - Nuclear	162.50	Hour	85.00	\$13,812.50
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading - Full Time/Daily	10.00	Trips	5.00	50.00
	Site Grading - Part Time/Daily	15.00	Trips	2.50	37.50
	Site Grading - Periodic	30.00	Trips	2.50	75.00
1308	Nuclear moisture-density meter charge, per hour	162.50	Each	25.00	\$4,062.50
128	Senior Engineer	20.00	Hour	225.00	\$4,500.00
1318	Moisture Density Relationship (Standard), per sample	10.00	Each	185.00	\$1,850.00
1162	Sieve Analysis with No. 200 wash (ASTM C136 and C117)	10.00	Each	155.00	\$1,550.00
209	Sample pick-up	8.00	Hour	85.00	\$680.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample Pick-up	2.00	Trips	4.00	8.00
1861	Bemidji Trip Charge	25.00	Each	20.00	\$500.00
1862	Hibbing Trip Charge	44.00	Each	140.00	\$6,160.00
Activity 1.2	Concrete Testing				\$2,305.00
261	Concrete Testing	9.00	Hour	85.00	\$765.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Trip	4.50	4.50
	Curb & Gutter	1.00	Trip	4.50	4.50
278	Concrete Cylinder Pick up	8.00	Hour	85.00	\$680.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	2.00	Trips	4.00	8.00
1862	Hibbing Trip Charge	4.00	Each	140.00	\$560.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	10.00	Each	30.00	\$300.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Set	5.00	5.00
	Curb & Gutter	1.00	Set	5.00	5.00
Activity 1.3	Project Management				\$7,955.00
238	Project Assistant	10.00	Hour	85.00	\$850.00
226	Project Manager	25.00	Hour	190.00	\$4,750.00
128	Senior Engineer	2.00	Hour	225.00	\$450.00
125	Project Control Specialist	3.00	Hour	135.00	\$405.00
2227	Mass Grading Final Report	1.00	Each	1,500.00	\$1,500.00

Project Proposal
QTB218393
Rail Corridor Soil Remediation and Earthwork

Phase 1 Total:	\$58,812.50
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Proposal Total:	\$58,812.50
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BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.