

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 20, 2026

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) December 1, 2025 Council Meeting
December 8, 2025 Work Session

CONSENT AGENDA

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

- 2) Claims Submitted by Finance Officer in the Amount Of \$4,755,672.88
- 3) Claims Submitted by Legends Global for the Sanford Center in the Amount of \$79,593.46
- 4) 2026 Business License Approvals
- 5) Annual Reappointments for City Boards/Commissions Ending January 31, 2026
- 6) Approve The 106 Group for Archaeological Services
- 7) Approve Master Subscription Agreement with NearMap
- 8) Approve Purchase of Pickup Truck for Water/Sewer Department from Karl Automotive Group (\$48,121.61)
- 9) Approve Purchase of Lift Jacks for Street Department from Midwest Lift Works (\$29,329.98)
- 10) Approve Legal Services Agreement with Bemidji Regional Airport Authority
- 11) Approve Purchase of New Computers for the Sanford Center
- 12) Approve Change Order for Sanford Center Storm Damage
- 13) Approve Council Travel Authorization-2026 Bemidji Day at the Capitol - March 5 - Prince
- 14) Approve Council Travel Authorization-2026 Day at the Capitol Events (LMC and CGMC) - March 11 and March 25 - Prince
- 15) Approve Council Travel Authorization-2026 Day at the Capitol Event (CGMC) - March 25 - Thayer

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) 2026 Street Renewal Project - Public Hearing & Consider Resolution Ordering Project & Authorizing Plans & Specifications - City Project 26-01

ORDINANCES

- 17) Final Reading of an Ordinance Granting to Minnesota Energy Resources Permission to Construct, Operate, Repair and Maintain in the City of Bemidji a Gas Distribution System (Franchise)
 - a. Motion Authorizing Publication of a Summary of the Ordinance

REPORT

- 18) Inclusive Fire Brigade Presentation

COUNCIL COMMITTEE REPORTS

UPCOMING MEETINGS

- 19) January 26, 2026 (5:30 p.m.) - Work Session - 2026 Initiatives and Priorities
February 2, 2026 (6:00 p.m.) - Council Meeting
February 9, 2026 (5:30 p.m.) - Planning Board

ADJOURN

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – December 1, 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, December 1, 2025, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

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

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

AMENDMENTS TO AGENDA

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

MINUTES

The following minutes were presented for approval:
October 20, 2025 Council Meeting

Motion by Eaton, seconded by Dickinson, approving minutes as presented. Motion carried by the following voice vote: Yeas: Prince, Peterson, Dickinson, Rivera, Eaton, Thayer. Abstain: Fiskevold Gould due to absence from the October 20 meeting.

CONSENT AGENDA #1

Mayor Prince called for any amendments to be made to Consent Agenda. The following Consent Agenda items were presented for approval. **Motion by Thayer, seconded by Peterson, to approve Consent Agenda #1 as follows:**

- Claims Submitted by Finance Officer in the Amount Of \$3,178,023.14
- Claims Submitted by ASM Global for the Sanford Center in the Amount of \$67,445.00
- Approve October Financials from ASM Global for the Sanford Center
- 2026 Business License Approvals
- 2026 Liquor, Sunday Liquor and Wine License Renewals
- Approve Transfer of Liquor License (Slim's Bar & Grill)
- Approve/Accept Grant from MN Chief's of Police Foundation
- Approve Service Agreement with Minnkota Power Cooperative
- Approve Change Order No. 1 - Park Avenue NW Reconstruction - City Project 25-02
- Approve Change Order No. 4 - Middle School Drive & Hannah Avenue NW Reconstruction - City Project 23-05
- Approve Council Travel Authorization-2026 Elected Leaders Institute-Plymouth, February 6-7 - Thayer
- Approve Council Travel Authorization-2026 Elected Leaders Institute-Alexandria, February 20-21 - Eaton

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

CONSENT AGENDA #2

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

1. Claims Submitted by Finance Officer to VisitBemidji in the Amount of \$48,416.19

Motion carried by the following roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Eaton, Fiskevold Gould. Abstain: Peterson due to his role as the Executive Director of Visit Bemidji.

CITIZENS WITH BUSINESS NOT ON AGENDA

- Jennifer Thomas, 2715 Bemidji Ave N addressed the council urging clear and consistent buffer zone measurements for cannabis retail businesses to protect children.

PUBLIC HEARING**Conduct Truth-in-Taxation Public Hearing - 2026 Budget and Tax Levy**

Donna Coe, Finance Director presented the annual truth-in-taxation noting the following:

- The city's total budget for 2026 is \$61 million, with the general fund making up \$20 million (33% of the total) and enterprise funds (utilities, liquor stores, Sanford Center) \$28 million (46%).
- The general fund covers governmental services (council, admin, legal, public works, public safety, etc.) and represents 33% of overall expenses but 88% of the tax levy.
- Revenue increases for 2026 include a \$481,000 rise in property taxes, more revenue is now reported directly rather than offsetting expenses, and increased transfers from enterprise funds.
- Expenses rose by \$2 million, largely due to increases in personnel, benefits, utilities, and capital needs.
- Capital improvements, the Sanford Center, park improvements, annexation, and some maintenance needs are not fully budgeted in 2026.
- Major budget drivers were discussed in detail, including property tax rates, state aid, and planned capital improvements.
- Public safety remains the largest single expenditure (45% of general fund).

Discussion on the truth-in-taxation presentation:

- Council clarified whether the budget included a proposed 2% increase from an upcoming classification study
- Questions were raised about Sanford Center's funding—specifically, the alignment of presented figures with staff and management input, funding levels for capital improvements, and changes following storm repairs.
- Discussion of the impact of the northern township annexation and water/sewer project, questions about why some future infrastructure costs were not included in the levy, and clarification that certain expenditures would be handled by utility funds or bonding.
- Utility cost increases were discussed, with follow-ups on solar panel installations to mitigate costs and the potential roles of special events and EV charging infrastructure.
- Council asked about the city's qualification for efficiency or upgrade rebates.
- Council and staff clarified how grant revenue is now tracked as income instead of expense offsets.
- Questions were also raised about the effect of property value changes (particularly due to recent storm damage) on the tax levy and future tax rates.

Public Hearing

Pursuant to published notice a public hearing was held regarding input on the budget and levy. Mayor Prince opened the Public Hearing at 6:36 p.m., hearing no comments Prince closed the public hearing at 6:37 p.m.

ORDINANCES**Ordinance Amending City Code Chapter 12 - Cannabis Business Registration**

From a memorandum provided by Flaherty and Hood, information was provided detailing the need to amend City Code, Chapter 12 for Cannabis Business Registration.

Under Minn. Stat. § 342.22, subd. 1, “a cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hemp edible retailer must register with the city” before making sales in the City. Prior to the proposed amendments, the City had not required lower-potency hemp edible retailers to register with the City in the same manner as cannabis retail businesses. The language presented for consideration is intended to add such requirements for lower-potency hemp edible retailers as the state is now processing licenses for those businesses.

In addition, there are some requirements or limitations in the Ordinance which, pursuant to Minn. Stat. Ch. 342, do not apply to lower-potency hemp edible retailers. As a result, certain provisions of Article XXVI have not been amended to include lower-potency hemp edible retailers if those sections do not apply to such hemp retailers. The limitation on retail registrations issued by the City does not apply to lower-potency hemp edible retailers.

Other proposed changes to this Ordinance intend to bring the Ordinance in line with amendments made to Minn. Stat. Ch. 342 this year. Such changes include the ability of the City to issue retail registrations to cannabis retailers in the “preliminary license approval” stage of state licensing. This change in timing of registration approval means that a cannabis retailer could apply for retail registration from the City before the City would be able to inspect the premises and before a final state license is issued. New language in the Ordinance addresses this by requiring the applicant/registered business to provide the City with a copy of the state license and to allow the City to inspect the property, if requested, prior to making sales, even if retail registration has been approved by the City. In addition to the City’s possible preliminary inspection, the Office of Cannabis Management inspects these businesses prior to issuing a final state license.

Proposed amendments to Section 12-1455 are intended to clarify the limitation the City has placed on the number of cannabis retail businesses (six in total), as well as clarify the businesses exempt from such limitation under state law, including medical cannabis combination businesses and lower-potency hemp edible retailers.

Public Hearing and First Reading

Pursuant to published notice, a Public Hearing was held to receive input regarding an Ordinance Amending Chapter 12 of the Bemidji City Code, entitled “Business and Licenses”, specifically Article XXVI, “Cannabis Business Registration” to add lower-potency Hemp Edible Retailer Registration Requirements. Mayor Prince opened the Public Hearing at 6:40 p.m., hearing no comments the public hearing was closed at 6:40 p.m.

AN ORDINANCE Amending Chapter 12 of the Bemidji City Code, entitled “Business and Licenses”, specifically Article XXVI, “Cannabis Business Registration” to add lower-potency Hemp Edible Retailer Registration Requirements was given a first reading.

Ordinance Amending Fee Schedule Related to Cannabis and Hemp Business Registration

From a memorandum provided by Flaherty and Hood, information was provided detailing the need to amend the City Fee Schedule relating Cannabis and Hemp Business Registration.

Under Minn. Stat. § 342.22, subd. 2, the City may impose an initial registration fee of “\$500 or up to half the amount of the applicable initial license fee under section 342.11, whichever is less.” Renewal fees are similar, but the maximum amount is increased to \$1,000.

All cannabis retail business types meet the maximum amounts permitted under Minn. Stat. § 342.22, subd. 2, except that cannabis microbusinesses have an initial license fee of \$0.00 under Minn. Stat. § 342.11. For those businesses only, the City will not be able to collect an initial registration fee.

Lower-potency hemp edible retailer initial and renewal license fees are \$250 under Minn. Stat. § 342.11, so the City is limited to collecting \$125.

Public Hearing and First Reading

Pursuant to published notice, a Public Hearing was held to receive input regarding an Ordinance Amending Fee Schedule Relating to Cannabis and Hemp Business Registration. Mayor Prince opened the Public Hearing at 6:41 p.m., hearing no comments the public hearing was closed at 6:42 p.m.

AN ORDINANCE Amending Bemidji City Code, Amending Fee Schedule Relating to Cannabis and Hemp business Registration was given a first reading.

Ordinance Amending Fee Schedule for 2026

Ordinance No. 224, 3rd Series, an Ordinance Amending Fee Schedule for 2026 was given a final reading and passed by the following roll call vote: Yeas: Eaton, Prince, Peterson, Thayer, Dickinson, Rivera, Fiskevold Gould.

Motion by Eaton, seconded by Peterson, approving publication of a summary of Ordinance No. 224, 3rd Series. Motion carried by unanimous voice vote.

BUSINESS

Consider Compensation and Classification Study from Baker Tilly

The city manager and finance director introduced the classification study, which aimed to ensure all city jobs are properly and fairly classified by duties and market comparisons. The study was conducted by Baker Tilly and compared Bemidji's positions and pay scales to those in similar cities and organizations. The findings and discussion highlighted the following:

- Bemidji is competitive in entry-level and mid-range pay but less competitive at the upper end of pay ranges.
- Most positions were appropriately classified, with only a few needing adjustments.
- The proposed changes (option one) would put the city's pay structure about 5% above market, preventing the city from falling behind before the next review.
- No existing staff would receive a pay decrease. Some positions required bigger increases to reach the recommended benchmark.
- Longevity pay and steps were preserved, tying longevity increases to years of service and position grade.
- Three implementation options were considered, and staff recommended option one as the most budget-conscious (approximately \$200,000 cost increase), avoiding sharp increases in payroll expenses.

Motion by Eaton, seconded by Fiskevold Gould approving the compensation and classification study results effective for the 2026 payroll. Motion carried by the following roll call vote: Yeas: Dickinson, Fiskevold Gould, Prince, Eaton, Peterson, Thayer, Rivera.

COUNCIL COMMITTEE UPDATES

- Councilmember Eaton reported on upcoming meetings for Airport Authority, KRLS and library board.
- Councilmember Rivera reported on the HRA meeting with the new executive director.
- Councilmember Thayer reported on DBA (parking).
- Councilmember Peterson reported on HPC and 100-year-old building presentations and work on historic pumping station project signage.

- Councilmember Fiskevold Gould had no report.
- Councilmember Dickinson had no report.
- Mayor Prince reported on the Greater Bemidji board (YMCA), Sanford Center Advisory Board (external conference sales and possible joint meeting with VisitBemidji), Sanford Center Finance Subcommittee meeting (creating new cash flow document for better communication and transparency), and Airport (backlog of annual audits).

UPCOMING MEETINGS

- December 8, 2025 (5:30 pm) - Work Session
- December 15, 2025 (6:00 pm) - Council Meeting
- December 22, 2025 (5:30 pm) - Work Session (TBD-if necessary)

ADJOURN

There being no further business, motion by Dickinson, seconded by Peterson, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:11 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

**CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Work Session – December 8, 2025**

DRAFT

Pursuant to due call and notice, a work session of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, December 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, Peterson, Dickinson, Rivera, Eaton, Thayer.

Present: Rich Spiczka, Michelle Miller, Donna Coe, Sam Anderson, Katie Nolting, Justin Sherwood

2026 Levy and Budget

Spiczka provided a memorandum stating that the purpose of this work session is to bring some additional data to a discussion on where the 2026 Final Levy will land. The council set the preliminary levy in September of 2025 at 6%. This sets "the ceiling" of what we can budgeted for in 2026. The most recent 5-year average of our annual levy increase has been 6.6%.

Staff is understanding to the sensitivity regarding the cost of increased taxes on the public. They have been mindful in plans for 2026 and receptive to feedback to assure we are addressing real needs and being creative to limit cost impacts to the public. The 6% preliminary levy would set the levy at \$8,957,121. Included in that number:

General Levy	\$7,886,021
Sanford Center CIP	\$ 210,000
Annual Street Improvements	\$ 535,000
2007 GO- Public Works Building	\$ 275,100
TIF Districts	\$ 51,000

Staff realize there may be movement downward from that 6% number. They have reviewed options and have provided some opportunity for items that could be removed to reach a lower number. Staff provided two CIP items that are not needed in 2026 after additional vetting and consideration. These projects can safely wait for a future budget cycle.

The goal is to find some consensus on a final number that will allow staff the week to reevaluate and tweak any numbers in order to achieve the agreed-upon goal. This will allow for passage of the final levy on Monday, December 15th.

The council discussed the 2026 levy in depth, weighing options between keeping the final levy at the preliminary 6% increase or adopting a lower percentage (as low as 3%). The discussion included:

- Support from several council members for a 6% levy to ensure sufficient funding for city commitments, future projects, emergencies, and to build reserves, with reference to pressures like inflation and recent storm damage.
- Suggestions for a leaner levy (3-4%) focused on minimizing the tax burden for residents while still meeting core service needs, with suggestions to defer certain capital projects and potentially sell city properties to address funding gaps.

- Concerns were raised regarding cuts to the recreation department budget and their impact on working families and community programs, with some advocating to maintain or restore recreation funding.
- The importance of maintaining existing city infrastructure, the need for an asset management program, and finding ways to generate additional revenue (e.g., selling unused city properties) were all raised.

No consensus was reached during the meeting; members articulated their priorities, rationale for preferred percentages, and areas where adjustments might be possible. Staff were directed to return with specific budget options and further information to aid the final decision at the upcoming council meeting.

ADJOURN

There being no further business, motion by Fiskevold Gould, seconded by Thayer, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 6:09 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

Bill List Summary

January 20th, 2026

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
44262 - 44348	See Attached List	<u>4,755,672.88</u>
		\$4,755,672.88
	TOTAL	\$4,755,672.88

Accounts Payable

Blanket Voucher Approval Document

User: denisea
 Printed: 01/15/2026 - 7:02AM
 Warrant Request Date: 1/21/2026
 DAC Fund:



Batch: 00421.01.2026

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Aazzee's Auto Salvage Inc.	000044262	600.00
2	American Floor Mats	000044263	3,245.63
3	American Solutions For Business	000044264	491.25
4	Artisan Beer Company	000044265	144.35
5	Arvig	000044266	45.00
6	Auto Value Bemidji	000044267	109.38
7	Baker Tilly US, LLP	000000000	9,600.00
8	BASA	000044268	1,650.00
9	Beltrami County Dare Advisory	000000000	710.57
10	Beltrami County Recorder	000044269	70.00
11	Beltrami Electric Coop	000044270	1,273.35
12	Bemidji Cert Auto Center	000044271	774.00
13	Bemidji Coca-Cola Bottling Co, Inc	000044272	1,255.07
14	Bemidji Coop Ass'n, Inc.	000044273	112.12
15	Bemidji Paper Sales, Inc.	000044274	957.78
16	Bemidji State University	000044275	4,290.00
17	Bernick's	000000000	15,264.38
18	Bluefin Payment Systems	000000000	3,300.99
19	Bolton & Menk, Inc.	000044276	62,012.00
20	Breakthru Beverage Minnesota Beer, LLC	000044277	504.75
21	Breakthru Beverage Minnesota Wine & Spirits, LLC	000044278	20,435.35
22	Cannon River Winery	000044279	581.40
23	Casper Construction	000044280	170,406.25
24	Cities Digital, Inc.	000044281	1,200.00
25	City of Bemidji - ACH	000000000	11,028.09
26	ComplianceGo, LLC	000044282	7,200.00
27	CSG Forte Payments, Inc.	000000000	35.00
28	Culligan	000044283	1,167.15
29	Dahlheimer Beverage Brainerd	000000000	1,553.70
30	Dakota Supply Group, Inc.	000000000	101.94
31	D-S Beverages	000044284	37,638.35
32	EAPC Architects Engineers	000044285	1,680.00
33	Emmering-Parks,Anna	000000000	149.29
34	Fed Ex	000044286	19.94
35	Flaherty & Hood, P. A.	000044287	28,193.84
36	FleetPride, Inc.	000044288	280.55
37	Flexible Pipe Tool Company	000000000	905.00
38	Freeberg & Grund, Inc.	000044289	275.00
39	Gaslin Garage Door	000044290	898.50
40	Gopher State One-Call	000000000	32.40
41	Governmentjobs.com, Inc	000000000	82,265.32
42	Granite City Armored Car, Inc.	000044291	795.60
43	Great Plains Institute	000044292	3,485.00
44	Great River Rescue	000044293	1,200.00

Page Total: \$477,938.29

Line	Claimant	Voucher No.	Amount
45	Greenwaldt,Andrew	000000000	63.98
46	Hach Company	000044294	157.30
47	Haskins-Beise,Sydney	000044295	45.00
48	Hawkins, Inc.	000044296	13,697.45
49	Headwaters Regional Development Commission	000044297	500.00
50	Ink Spot Press	000044298	277.45
51	Innovative Office Solutions, LLC	000044299	279.90
52	Jasper Chair Company, Inc	000000000	30,632.87
53	Jefferson Fire & Safety, Inc.	000044300	4,367.26
54	Jim Hirt Trucking, Inc	000044301	2,866.84
55	Johnson Bros., Inc.	000044302	29,680.12
56	Kenny's	000044303	138.91
57	KKWB-FM DE LA HUNT MEDIA	000044304	200.00
58	Klockow Brewing Company	000044305	216.00
59	Larry's Machine Shop	000044306	617.56
60	LaZella,Karley	000044307	45.00
61	League of MN Cities	000044308	18,610.00
62	League of MN Insurance Trust	000044309	2,888.35
63	Levesque,Sarah	000044310	20.00
64	Loebs,Chris	000000000	484.40
65	Loucks	000044311	5,191.45
66	Luekens Village Foods North	000044312	11.97
67	Macqueen Emergency Group	000000000	997.47
68	Maid In Bemidji, Inc.	000000000	600.00
69	Marco Technologies LLC	000044313	201.07
70	Marco, Inc.	000000000	1,292.46
71	Maverick Beverage Company	000044314	1,357.42
72	McKinnon Co., Inc.	000044315	24,483.00
73	Menards-Bemidji	000044316	223.73
74	Metro Chief Fire Officers Association	000044317	100.00
75	Milk and Honey Ciders	000044318	395.00
76	MN Chiefs of Police Assn	000044319	513.00
77	Motion Industries, Inc	000044320	7,750.27
78	NAPA Auto Parts/Premier	000044321	1,265.99
79	National Dusters	000044322	8,600.00
80	Naylor Heating & Refrigeration, LLC	000000000	4,035.57
81	Nei Bottling, Inc.	000044323	113.50
82	Neopost-ACH	000000000	2,997.00
83	Nolting,Katie	000000000	150.00
84	Norden,Sarah	000044324	75.00
85	Northland Fire Protection	000044325	360.00
86	NW Tire, Incorporated	000044326	2,311.78
87	Paustis & Sons	000044327	3,185.00
88	Peterson Sheet Metal, Inc.	000000000	21,035.71
89	Phillips Wine & Spirits	000044328	43,664.97
90	Postmaster	000044329	2,131.00
91	Pro-West & Associates, Inc.	000044330	1,751.75
92	Quality Flow Systems, Inc.	000000000	7,225.00
93	Quill Corporation	000044331	710.89
94	RMB Environmental Laboratories, Inc.	000044332	1,580.04
95	Shepard Excavating & Septic Service	000044333	2,850.00
96	Smith,Skyler	000000000	150.00
97	Southern Glazer's of MN	000044334	15,580.39
98	Southside Tow & Rec, Inc	000044335	9,022.79
99	Springbrook Software LLC	000000000	1,709.00
100	Stittsworth,Diana	000000000	63.35
101	Stoel Rives LLP	000044336	3,555.00

Page Total: \$283,028.96

Line	Claimant	Voucher No.	Amount
102	Stone's Mobile Radio, Inc.	000044337	7,356.00
103	Streicher's	000044338	3,548.00
104	Sunbelt Rentals, Inc.	000044339	6,081.10
105	TC Recycling	000044340	1,350.00
106	Thomson Reuters-West	000044341	1,028.45
107	Town Law Center PLLP	000044342	2,924.50
108	US Bank	000000000	3,918,212.52
109	US Bank Merchant Billing	000000000	734.25
110	US Bank-CM-9690	000044343	1,075.00
111	Valley Athletics	000044344	1,774.00
112	Valvoline Instant Oil Change	000044345	61.74
113	Verified First	000044346	45.50
114	Vestis	000044347	1,806.87
115	Vinocopia, Inc.	000000000	7,657.30
116	Wells Fargo.Business Track	000000000	1,312.11
117	Wells Fargo-ACH	000000000	37,276.19
118	WEX Health, Inc	000000000	538.50
119	Wine Merchants	000044348	1,923.60
Page Total:			\$3,994,705.63
Grand Total:			\$4,755,672.88

**Sanford Center
Cash Requirements
As of Jan 20, 2026**

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	1/12/26	<u>23.85</u>
Bemidji Baseball Booster Club	NPO Payment	1/9/26	<u>619.62</u>
Bemidji Boys Golf	NPO Payment	1/2/26	<u>1,339.13</u>
Bemidji Coca-Cola Company	Inventory - Beverage	1/2/26	<u>1,867.81</u>
Bemidji Community Arena Corp	Ice Rental Reimbursable	1/5/26	<u>250.00</u>
Bemidji Coop Assn	Gas Fuel	12/31/25	<u>342.25</u>
Bemidji Community Theater	NPO Payment	1/2/26	<u>1,300.39</u>
Bernick's	Inventory - Beer	1/9/26	<u>925.40</u>
Bemidji Boys HS Volleyball Booster	NPO Payment	12/22/25	1,040.49
Bemidji Boys HS Volleyball Booster	NPO Payment	1/3/26	<u>512.89</u>
Bemidji Boys HS Volleyball Booster	Bemidji Boys HS Volleyball Booster		<u>1,553.38</u>
Bemidji Girls High School Hockey	NPO Payments	1/2/26	<u>1,471.48</u>
Bemidji Girls Tennis Team Booster Club	NPO Payments	1/10/26	<u>698.72</u>
Bridgepay Network Solutions	Merchant Gateway	1/8/26	<u>19.95</u>
Brothers Fire & Security	Fire Alarm Maintenance	12/1/25	<u>1,242.00</u>
Bemidji State University	NPO Payment	1/3/26	476.43
Bemidji State University	NPO Payment	1/10/26	994.98
Bemidji State University	Event Supplies Reimbursable	12/31/25	<u>380.65</u>
Bemidji State University	Bemidji State University		<u>1,852.06</u>
Carbonhouse	Website Host	1/1/26	<u>700.00</u>
Central McGowan Inc	Food & Beverage CO2	12/31/25	79.28
Central McGowan Inc	Propane Fuel	1/2/26	<u>255.79</u>
Central McGowan Inc	Central McGowan Inc		<u>335.07</u>
City of Bemidji	Utility - Water & Sewer	12/31/25	4,136.56
City of Bemidji	Contracted Police Security Reimbursable	1/5/26	<u>2,350.00</u>
City of Bemidji	City of Bemidji		<u>6,486.56</u>

**Sanford Center
Cash Requirements
As of Jan 20, 2026**

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
Country Inn & Suites Bemidji	Event Lodging Reimbursable	1/1/26	256.46
Country Inn & Suites Bemidji	Legends Global - RVP John Drum Lodging	1/4/26	278.74
Country Inn & Suites Bemidji	Country Inn & Suites Bemidji		535.20
Dylan Becker	Event Refund - Overpaid Deposit	12/31/25	91.50
D-S Beverages Inc	Inventory - Beer	1/1/26	823.35
D-S Beverages Inc	Inventory - Beer & Liquor	1/7/26	1,333.55
D-S Beverages Inc	D-S Beverages Inc		2,156.90
Ethan Rogers	Reimbursement - Certificate for Sales Bid Requirement	1/13/26	255.38
F-M Ambulance Service Inc	Contracted EMS Reimbursable	12/1/25	589.02
F-M Ambulance Service Inc	Contracted EMS Reimbursable	12/1/25	428.40
F-M Ambulance Service Inc	Contracted EMS Reimbursable	12/1/25	321.24
F-M Ambulance Service Inc	Contracted EMS Reimbursable	12/1/25	669.36
F-M Ambulance Service Inc	Contracted EMS Reimbursable	12/19/25	401.58
F-M Ambulance Service Inc	Contracted EMS Reimbursable	12/21/25	348.06
F-M Ambulance Service Inc	Contracted EMS Reimbursable	12/22/25	374.82
F-M Ambulance Service Inc	F-M Ambulance Service Inc		3,132.48
First City Lions	NPO Payment	1/3/26	665.61
Hard Target, Inc.	Contracted Security & EMT Reimbursable	1/1/26	3,372.50
Higgins Heating, A/C	HVAC Repair	1/7/26	340.00
Isaiah Robert Bitter	Event Supplies - Promotional	12/22/25	135.00
Bemidji Area Schools	NPO Payment	12/19/25	605.68
Bemidji Area Schools	NPO Payment	12/19/25	554.84
Bemidji Area Schools	Bemidji Area Schools		1,160.52
Lake Superior Cutting Edge, LLC	Operating Supplies	1/13/26	200.00
Legends Global	Corporate Finance Support	12/31/25	3,937.50
Legends Global	Workday - HR Software (Quarterly)	1/8/26	5,723.00
Legends Global	Global Insights - Marketing Tool (Annual)	1/12/26	6,563.73
Legends Global	Legends Global		16,224.23
Lil' Bitty Donuts LLC	Contracted F&B Vendor Payment	1/13/26	6,171.37

**Sanford Center
Cash Requirements
As of Jan 20, 2026**

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
Luekens Village Foods - South	Inventory - Food	12/18/25	44.24
Lumberjack Boys Basketball Booster	NPO Payment	12/21/25	684.16
Marco Technologies LLC	Copier/Printer Rental	1/8/26	440.14
Marsh USA LLC	General Liability Insurance	1/2/26	4,806.00
McKinnon Company Inc	Inventory - Beer & Liquor	1/2/26	1,628.40
McKinnon Company Inc	Inventory - Beer	1/9/26	676.00
McKinnon Company Inc	McKinnon Company Inc		2,304.40
Menards Commerical	Operating Supplies	1/2/26	32.53
Menards Commerical	Janitorial Supplies	1/5/26	43.35
Menards Commerical	Menards Commerical		75.88
MN Dept of Labor and Industry	Boiler Inspection	12/27/25	150.00
MN Dept of Labor and Industry	Elevator Inspection	12/27/25	435.00
MN Dept of Labor and Industry	MN Dept of Labor and Industry		585.00
Naylor Heating & Refrigeration	F&B Ice Machine Repair	12/18/25	593.98
NLFX Professional	Event Supplies Reimburseable	12/31/25	90.00
Orbis Payment Services, Inc	PCI Compliance	1/6/26	115.00
Paul Bunyan Communications	Utility - Telephone	1/1/26	1,578.53
Performance Food Group	CM: Inventory - Food	12/1/25	-72.60
Performance Food Group	Inventory - Food	1/2/26	27.16
Performance Food Group	CM: Inventory - Food	1/7/26	-94.26
Performance Food Group	CM: Inventory - Food	1/7/26	-497.77
Performance Food Group	CM: Inventory - Food	1/7/26	-166.17
Performance Food Group	CM: Inventory - Food	1/7/26	-31.54
Performance Food Group	CM: Inventory - Food	1/7/26	-201.54
Performance Food Group	CM: Inventory - Food	1/7/26	-67.18
Performance Food Group	CM: Inventory - Food	1/7/26	-26.34
Performance Food Group	CM: Inventory - Food	1/7/26	-34.61
Performance Food Group	Inventory - Food	1/7/26	300.44
Performance Food Group	Inventory - Food	1/7/26	39.79
Performance Food Group	Inventory - Food	1/7/26	586.83
Performance Food Group	Inventory - Food	1/7/26	3,494.83
Performance Food Group	Inventory - Food	1/9/26	1,104.51
Performance Food Group	Performance Food Group		4,361.55

**Sanford Center
Cash Requirements
As of Jan 20, 2026**

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
R&R Specialties	Operating Supplies	12/31/25	<u>220.22</u>
Sanford Health	Employee Medical Care (Not covered by Workers Comp)	12/1/25	<u>436.00</u>
Schindler Elevator Corporation	Elevator Maintenance	1/1/26	<u>2,197.23</u>
Sysco Western Minnesota, Inc	CM: Inventory - Food	1/3/26	-3.46
Sysco Western Minnesota, Inc	Inventory - Food	1/6/26	1,415.97
Sysco Western Minnesota, Inc	CM: Inventory - Food	1/10/26	<u>-13.05</u>
Sysco Western Minnesota, Inc	Sysco Western Minnesota, Inc		<u>1,399.46</u>
TrekNorth Junior & Senior High School	NPO Payment	1/9/26	<u>498.70</u>
Vestis Group, Inc	Event Supplies Reimbursable	12/29/25	1,521.04
Vestis Group, Inc	Laundry and Linen	1/1/26	154.86
Vestis Group, Inc	Laundry and Linen	1/8/26	<u>154.86</u>
Vestis Group, Inc	Vestis Group, Inc		<u>1,830.76</u>
Voyageurs Expeditionary School	NPO Payment	1/9/26	<u>451.11</u>
WM Corporate Services, Inc	Utility - Trash Removal	1/4/26	<u>1,412.74</u>
			<u><u>79,593.46</u></u>

BUSINESS LICENSES APPROVALS - 2026

Type of License	Business Name	Business Location	Fee Paid
Massage Establishment			
	SERENITY MASSAGE, LLC	522 BELTRAMI AVENUE NW, STE 1 Michelle Vollan	\$120.00
	TANYA HANSON MASSAGE	516 BELTRAMI AVE NW Tanya Hanson	\$120.00
Massage Therapist			
	MICHELLE BRENDA VOLLAN	522 BELTRAMI AVE NW, SUITE 101 Serenity Massage	\$120.00
	TANYA DIANA HANSON	516 BELTRAMI AVE NW Tanya Hanson Massage	\$85.00
Plumber			
	AQUARIUS HOME SERVICES	WITHIN BEMIDJI CITY LIMITS PM685081	\$95.00
Restaurant/Food Service			
	SUBWAY OF BEMIDJI I	1008 PAUL BUNYAN DR NW	\$35.00
	SUBWAY OF BEMIDJI II	120 PAUL BUNYAN DR S	\$35.00
	WIKI WIKI CONCESSIONS	WITHIN BEMIDJI CITY LIMITS MOBILE VENDOR	\$35.00
Tree Service			
	NATURE SKY TREE SERVICE	WITHIN BEMIDJI CITY LIMITS	\$65.00

Commission/Committee/Board Reappointments (ending 01/31/2026)

Term Ending	First Name	Last Name	Commission
1 /31/2029	Don	Heinonen	Merit Hearing Board
1 /31/2029	Jonathan	Tody	Heritage Preservation Commission
1 /31/2029	Linda	Lemmer	Heritage Preservation Commission
1 /31/2029	Tim	Faver	Parks and Trails Commission
1 /31/2029		Vacant	Library Board
1 /31/2029		Vacant	Housing Appeals Board
1 /31/2029	David	Lalone	Housing Appeals Board
1 /31/2029		Vacant	Housing & Redevelopment Authority
1 /31/2029		Vacant	Library Board
1 /31/2029		Vacant	Parks and Trails Commission
1 /31/2029	Nicki	Lemmer	Planning Commission
1 /31/2029	Michael	Meehlhause	Planning Commission
1 /31/2029	Marcia	Bmarthaler	Public Arts Commission
1 /31/2029		Vacant	Public Arts Commission
1 /31/2029	Payton	Church	Housing & Redevelopment Authority

CITY COUNCIL AGENDA ITEM



Meeting Date: January 20, 2026
Action Requested: Approve Services from The 106 Group
Prepared By: Scott Schroeder, Parks and Trails Director

Background:

In June, the City of Bemidji was awarded a Minnesota Department of Natural Resources (DNR) Trail Grant to support improvements and enhancements to the City's trail system. As part of the DNR grant requirements, an archaeological assessment must be completed prior to the execution of the grant agreement. This process ensures compliance with applicable state and federal cultural resource protection regulations.

An initial archaeological review was completed in the fall of 2025 by The 106 Group out of St. Paul, MN. Based on those findings, the DNR now requires a formal archaeological field survey (field investigation/dig) within the project area before the City may proceed with signing the grant contract. The purpose of the archaeological field survey is to further evaluate the project area for the presence of any historical or cultural resources that may be impacted by the proposed trail improvements. Completion of this work is a mandatory step in the grant process and is required to receive final clearance from the DNR.

The 106 Group, a qualified cultural resource management firm with experience conducting archaeological investigations for public infrastructure projects, has been identified to complete the required field survey. The City has contacted the Bureau of Indian Affairs for any guidance or a possible partnership. A BIA representative recommended the City continue to work with The 106 Group for the archaeological field survey. Upon completion and approval of the field survey, the City will be authorized to move forward with executing the DNR grant agreement and advancing the trail improvement project.

Recommendation:

It is recommended that the City Council pass a motion approving archaeological services through 106 Group out of St. Paul for \$21,222.00 to be funded from the Parks Department budget.

CITY COUNCIL AGENDA ITEM



Meeting Date: January 20, 2026
Action Requested: Approve Master Subscription Agreement with Nearmap
Prepared By: Samuel C. Anderson DPW/City Engineer

Background:

The 2026 CIP has \$23,000 for aerial digital photography which historically has been updated on an every 3 year rotation for our geographic information system (GIS) department platforms and public use. The last time the City of Bemidji aerial imagery was completed was 2023. The aerial imagery is available in the background of different GIS applications and is an excellent tool for both public and staff to use for seeing real-world features overlaid with layers such as property lines, public infrastructure, etc. within the City of Bemidji municipal limits. In lieu of having the City of Bemidji aerial imagery flown specifically for our use, the GIS department has researched and found a subscription-based company called NearMap that allows the use of aerial data that is gathered on an every 2-year basis that we can access for a subscription fee.

The attached quote and master service agreement is for a 2-year subscription and upon approval, should allow access to aerial imagery within the next 30 days taken this last July 2025 (after storm event) for staff and public use.

Recommendation:

It is recommended that the City Council pass a motion to authorize the City Manager to sign the attached Master Subscription Agreement with Nearmap for a total amount of \$19,600.00.

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
 1850 W Ashton Blvd, Suite 500
 Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	City of Bemidji, MN	Quote Number	Q115684
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	01/31/2026
Subscription Term	24 Month	Account Rep	Martine Sutera martine.sutera@nearmap.com
Subscription Start Date	01/05/2026	Payment Term	Net 30
Public Facing URL	https://bemidji-beltramicounty.opendata.arcgis.com/	Payment Method	Invoice
Bill To	City of Bemidji, MN Derek Bernard 317 4th Street Northwest, Bemidji, Minnesota, 56601 218-759-3595 derek.bernard@ci.bemidji.mn.us	Ship To	City of Bemidji, MN Derek Bernard 317 4th Street Northwest, Bemidji, Minnesota, 56601 218-759-3595 derek.bernard@ci.bemidji.mn.us

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Public Display License for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Total			USD \$19,600.00

ACCEPTANCE OF Q115684 will constitute an Agreement with Nearmap

By selecting "Yes" or signing below, you acknowledge that (a) you have read, understood and agree to the Master Subscription Agreement attached to this Quote, (b) the Product-Specific Terms which can be found at <https://www.nearmap.com/us/en/legal/product-agreements>, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein plus any applicable tax(es) as set forth in the resultant invoice(s). This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Schedule 1

Additional Terms and Conditions



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT IS ENTERED INTO BY AND BETWEEN NEARMAP AND CUSTOMER. BY EXECUTING AN ORDER FORM ATTACHED TO THIS MASTER SUBSCRIPTION AGREEMENT OR INCORPORATING THIS MASTER SUBSCRIPTION AGREEMENT BY REFERENCE, NEARMAP AND CUSTOMER AGREE TO BE BOUND BY THIS MASTER SUBSCRIPTION AGREEMENT, THE ORDER FORM, AND ALL TERMS INCORPORATED BY REFERENCE (COLLECTIVELY, THE “**AGREEMENT**”). THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF CUSTOMER ACCESSING OR USING ANY NEARMAP PRODUCTS OR AS SET FORTH ON THE ORDER FORM (“**EFFECTIVE DATE**”). IF CUSTOMER DOES NOT AGREE TO THIS MASTER SUBSCRIPTION AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE ANY NEARMAP PRODUCTS. CAPITALIZED TERMS NOT DEFINED IN THIS MASTER SUBSCRIPTION AGREEMENT HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM.

1. DEFINITIONS

- 1.1. “**Affiliate**” means (a) if Customer contracts with Nearmap AU, a “Subsidiary” or “Related Party,” each as defined in the Corporations Act; or (b) if Customer contracts with Nearmap US, an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, “control” means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.
- 1.2. “**APIs**” means Nearmap’s application programming interfaces made available by Nearmap under the Agreement.
- 1.3. “**Applicable Laws**” means all existing and future federal, state, provincial, regional, territorial and local laws, international treaties, statutes, statutory instruments, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other office releases, guidelines, and policies with the force of law, of or by any government, or any governmental authority, department, or agency thereof (including all federal and state banking laws, regulations, guidance, and policies), or any court of competent jurisdiction that are applicable to the parties in their performance of their obligations or exercise of their rights under the Agreement.
- 1.4. “**Authorized User**” means Customer’s employees, agents, independent contractors, and consultants that use the Products on Customer’s behalf; provided that, to the extent Customer desires its agents, independent contractors, and consultants to be Authorized Users, it must receive Nearmap’s prior, written consent (email to suffice).
- 1.5. “**Confidential Information**” has the meaning set forth in Section 10.1.
- 1.6. “**Corporations Act**” means *Corporations Act 2001* (Cth) of Australia, as amended.
- 1.7. “**Customer**” has the meaning set forth in the applicable Order Form.
- 1.8. “**Customer Data**” means information, data, and other content, in any form or medium, that is uploaded to, or otherwise received by, the Platform, directly (including via a third-party provider) from an Authorized User.
- 1.9. “**De-identified Data**” has the meaning set forth in Section 3.4.
- 1.10. “**Derivative Works**” means a work that is based upon another work, such as a revision, modification, or any other form in which the original work may be recast, transformed, or adapted and that if prepared without the authorization of the owner of the copyright in the original work, would constitute a copyright infringement.
- 1.11. “**Documentation**” means any end user technical documentation provided by Nearmap for the Products located at <https://help.nearmap.com>.
- 1.12. “**Feedback**” has the meaning set forth in Section 4.2.
- 1.13. “**Fees**” has the meaning set forth in Section 5.1.
- 1.14. “**Nearmap**” means (a) if Customer is located in Australia or New Zealand, as determined by Customer’s billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap Australia Pty Ltd (ABN 16 120 677 250) (NZCN 6603574) (“**Nearmap AU**”), with offices located at Level 4, Tower One, International Towers, 100 Barangaroo Avenue, Barangaroo NSW 2000; or (b) if Customer is located in the United States of America, Canada, or any other jurisdiction other than Australia or New Zealand, as determined by Customer’s billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap US, Inc. (“**Nearmap US**”), with offices located at 1850 Ashton Blvd, Ste 500, Lehi, UT 84043.
- 1.15. “**Nearmap Data**” means any data made available by or on behalf of Nearmap to the Customer in connection with the APIs or a Platform.
- 1.16. “**Nearmap Policies**” has the meaning set forth in Section 2.9.
- 1.17. “**Order Form**” means a written document or electronic form, including any order, statement of work, proposal, quote, schedule, or other such documentation, whether or not labeled “Order Form,” that details the Products, including quantities, specifications, pricing, payment terms, and any other pertinent terms and conditions agreed upon by both parties.
- 1.18. “**Output**” has the meaning set forth in Section 2.1.1.

- 1.19. **“Personal Data”** means any data or information that is linked or reasonably linkable to an identified or identifiable natural person.
- 1.20. **“Platform”** means Nearmap’s online web-based application provided by Nearmap, as further described in the “Products” section of an Order Form.
- 1.21. **“Privacy Policy”** has the meaning set forth in Section 13.
- 1.22. **“Process”** or **“Processing”** means any operation or set of operations performed, whether by manual or automated means, on information or on sets of information, such as the collection, use, storage, disclosure by transmission, dissemination or otherwise making available, alignment or combination, analysis, restriction, deletion, or modification of information.
- 1.23. **“Products”** means, collectively, the API and Platform.
- 1.24. **“Product-Specific Terms”** means the terms and conditions governing the use of specific then-current Products generally available to Nearmap customers via the Nearmap website at <https://www.nearmap.com/us/en/legal/product-specific-terms>.
- 1.25. **“Service Level Agreement”** means the service level agreement provided by Nearmap for the Platform, as further described at <https://www.nearmap.com/legal/service-level-agreement>.
- 1.26. **“Subscription Term”** means the term specified on the Order Form, including without limitation in the “License Term,” “Subscription Term,” or “Subscription Period” section of the Order Form, together with any renewal terms.
- 1.27. **“Support Policy”** has the meaning set forth in Section 2.6.
- 1.28. **“Territory”** means, as applicable, Australia, Canada, New Zealand, and/or the United States of America. Coverage by Nearmap within the Territory is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage> for Canada and the United States of America, at <https://www.nearmap.com/au/coverage> for Australia, and at <https://www.nearmap.com/nz/coverage> for New Zealand.
- 1.29. **“Third-Party Services”** has the meaning set forth in Section 3.5.
- 1.30. **“Usage Data”** has the meaning set forth in Section 3.4.

2. NEARMAP PRODUCTS AND SERVICES

- 2.1. **Access to Products.** Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of the Agreement:
 - 2.1.1. **Platform.** To the extent Customer elects to use the Platform or the Platform is specified in an Order Form, Nearmap hereby grants Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, non-transferable (except in compliance with Section 14.1) right to access and use the Platform in the Territory during the Subscription Term to: (a) use the Platform and the Nearmap Data for Customer’s internal business purposes subject to any further limitations set forth in an Order Form; (b) create Derivative Works of the Nearmap Data (subject to Section 2.2), strictly in the form of reports, presentations, maps or other documents for internal purposes only that are fixed in a non-manipulable medium (the **“Output”**); and (c) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer’s rights under this Section 2.1.1, solely for use by Authorized Users in accordance with the Documentation and the terms and conditions herein.
 - 2.1.2. **API.** To the extent Customer elects to use an API or an API is specified in an Order Form, Nearmap hereby grants to Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, and non-transferable (except in compliance with Section 14.1) right and license in the Territory during the Subscription Term to: (a) access and use the APIs to receive Nearmap Data; (b) use the Nearmap Data for Customer’s internal business purposes subject to any further limitations set forth in an Order Form; (c) create Output for internal purposes only; and (d) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer’s rights under this Section 2.1.2.
 - 2.1.3. **Other Rights Reserved.** Other than as expressly set out in Sections 2.1.1 and 2.1.2, Customer may not use the Platform, an API, or Nearmap Data for any other purpose without Nearmap’s prior written consent, and all other rights therein and thereto are hereby reserved by Nearmap.
- 2.2. **Nearmap Attribution.** If Customer creates Output, Customer must expressly acknowledge Nearmap in a reasonably prominent manner on each Output (by displaying the Nearmap logo or such other attribution as reasonably requested by Nearmap), as the source of any data underlying the Output. Unless otherwise permitted in writing by Nearmap, Customer must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Output. Customer must include all requisite legends indicating and preserving Nearmap’s rights in and to the Products. All Output must include the following copyright notice on the work: “Created with [TITLE OF PRODUCT]© [year] Nearmap US, Inc.”, if the Nearmap contracting entity is Nearmap US; or “Created with [TITLE OF PRODUCT]© [year] Nearmap Australia Pty Ltd”, if the Nearmap contracting entity is Nearmap AU.

- 2.3. **Authorized Users.** Authorized Users may use the Products on Customer's behalf, provided Customer remains liable and responsible for the acts and omissions of each such Authorized User. Customer acknowledges and agrees that each Authorized User must have its own unique password and cannot share such password with any other users. If Customer is given passwords to access the Products on Nearmap's systems, Customer shall require that all Authorized Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer's accounts and passwords.
- 2.4. **Use by Affiliates.** Each of Customer's Affiliates will be entitled to access and use the Products in accordance with the terms and conditions of this Master Subscription Agreement, provided that such Affiliate executes a separate Order Form with Nearmap.
- 2.5. **General Restrictions.** Customer shall not, and shall not allow or induce any third party (including any Authorized User) to:
 - (a) sell, rent, lease, or use the Products for time sharing purposes;
 - (b) use the Products to help develop, or help provide to any third party, any product or service similar to or competitive with the Products, or copy any ideas, features, functions, documentation, content, audio or visual material, images, graphics, photos, digital media, or other materials or content of any type that are provided by, derived from, or based on the Products;
 - (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Products;
 - (d) copy, modify, or create Derivative Works from the Products or any Documentation (except as permitted in Section 2.1.1(b) or Section 2.1.2(c));
 - (e) remove or obscure any copyright or proprietary or other notice contained in the Products or Documentation;
 - (f) create an internal or commercial imagery dataset or Derivative Works composed principally of the Nearmap Data;
 - (g) unless otherwise stated in an Order Form, make the Products publicly accessible or viewable;
 - (h) use the Products for the purpose of product development, tuning, training, or modification of internal models, generation of aggregated analysis, or creation of data elements related to the Products;
 - (i) create any Derivative Works from the Products combined with any third party imagery or based on any third party imagery;
 - (j) propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data;
 - (k) access or use the Products in a manner intended to circumvent or exceed service account limitations, contractual usage limits, or requirements;
 - (l) disrupt, disable, interfere with, or disrupt the integrity or performance of the Products or the data contained therein, including through excessive use;
 - (m) use any Products in a manner that violates any Applicable Law, regulation, or legal requirement or obligation;
 - (n) use any Products in violation of any third-party rights of privacy or intellectual property rights;
 - (o) use or permit the use of any tools in order to probe, scan, or attempt to penetrate or benchmark any Products;
 - (p) post, upload, transmit, or provide any Customer Data that Nearmap reasonably deems to be unlawful, harmful, abusive, or otherwise objectionable;
 - (q) attempt to gain unauthorized access to the Products or its related systems or networks;
 - (r) utilize any machine learning products, including any open-source products, in connection with the use of the Products; or
 - (s) use the Products except as expressly permitted by the Agreement.
- 2.6. **Support; Improvements.** Customer acknowledges that Nearmap may improve and modify the features and functionality of the Products during the Subscription Term. Nearmap will provide Customer with commercially reasonable notice of any changes made to a material feature or functionality of the Products and will provide support to Customer in accordance with its then-current support policies generally available to Nearmap customers via the Nearmap website: <https://support.nearmap.com> ("**Support Policy**"). Notwithstanding the foregoing, Nearmap has no obligation to provide Customer with any additional support, but if Nearmap and Customer agree to do so, Nearmap may charge Customer reasonable additional fees for the additional support provided to Customer by Nearmap.
- 2.7. **Product-Specific Terms.** For any Products listed on an Order Form, the applicable Product-Specific Terms are hereby incorporated into the Agreement by reference.
- 2.8. **Service Level Agreement.** Nearmap's uptimes, metrics, and provision of the Products are in accordance with the system status located at: <https://www.nearmap.com/status> ("**Status**"). Customer may subscribe to receive optional Status updates. Nearmap will provide the Platform in accordance with the availability obligations, service credits, and other terms set forth in the Service Level Agreement.
- 2.9. **Nearmap Policies.** Nearmap reserves the right to update its Product-Specific Terms, Support Policy, Documentation, and Privacy Policy (collectively "**Nearmap Policies**") at any time in its sole discretion provided that any updates shall not materially diminish the level of privacy, support, or obligations set forth in such Nearmap Policies during the Subscription Term in which Nearmap updates such Nearmap Policies.

3. CUSTOMER'S OBLIGATIONS; CUSTOMER DATA

- 3.1. **Customer Obligations.** Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Nearmap that: (a) Customer's use of the Products and all Customer Data is and will be at all times compliant with all Applicable Laws; (b) Customer has provided all required notices and obtained and will maintain (and acknowledges it is solely responsible for obtaining and maintaining) all necessary consents as may be required by Applicable Laws to grant the Customer Data rights granted to Nearmap in Section 3.3, and Process such Customer Data as contemplated by the Agreement; (c) Nearmap's use of the Customer Data does not infringe or otherwise violate the rights of any third party, including any intellectual property rights, fiduciary duty, and/or privacy rights; (d) Customer will access the APIs using only the login credentials and API key(s) assigned to Customer and as provided by Nearmap; (e) Customer will comply with any limits placed on access to and use of the APIs in the Order Form or in the Documentation, including any rate or data limits on queries to the API; and (f) Customer is responsible for all activities that occur with respect to the Products, use of the Products, and compliance with the Agreement. Customer is responsible for, and will hold confidential, all login credentials, including usernames and passwords, for administrator accounts, as well as the accounts of the Authorized Users. Nearmap will not be responsible for any damages, losses, or liability to Customer, Authorized Users, or anyone else due to such information not being kept confidential by Customer or the Authorized Users, or if such information is correctly provided by an unauthorized third-party logging into and accessing the products.
- 3.2. **Customer Restrictions.** Unless otherwise agreed to in writing, Customer is prohibited from uploading, or otherwise

providing, directly or indirectly (including via a third-party provider or an Authorized User) by or through the Products, or provided by Customer to Nearmap to input into the Products, Customer Data that includes any sensitive information, including a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, or any other similar information which may be subject to specific data privacy and security laws. Nearmap does not make any representations as to the adequacy of the Products to Process Customer Data or to satisfy any legal or compliance requirements which may apply to Customer Data, other than as described herein.

- 3.3. **Rights in Customer Data.** As between the parties, Customer shall retain all right, title and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to Customer Data. Customer hereby grants to Nearmap a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy, store, transmit, modify, and display Customer Data in order to: (a) provide the Products to Customer; (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice); and (c) as otherwise permitted by Applicable Laws. Nearmap will not share Customer Data with any third parties, except with (i) Nearmap's Affiliates, (ii) a subcontractor for a business purpose pursuant to a written agreement, provided that Nearmap shall be liable to Customer for the acts or omissions of any subcontractor to whom Nearmap has disclosed or permitted to access Customer Data as if they were the acts or omissions of Nearmap; and (iii) to third parties as necessary to comply with Applicable Laws.
- 3.4. **Usage Data and De-identified Data.** Customer acknowledges and agrees that Nearmap may create, collect, analyze, retain, and use data and other information that results or is derived from (a) Customer's use of the Products ("**Usage Data**"); and (b) Customer Data that is used solely in a deidentified manner such that the information is no longer Personal Data under Applicable Laws ("**De-identified Data**"), for the purposes of developing, maintaining, operating, improving, or providing the Products. For clarity, Usage Data and De-identified Data, and all intellectual property and proprietary rights therein, shall be exclusively owned by Nearmap. In the event Customer gains or retains any interest in the Usage Data or De-identified Data, Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Usage Data or De-identified Data.
- 3.5. **Third Party Application Service Providers.** Customer may be able to access and use certain third-party services or products (e.g., a third-party service that integrates with Nearmap via opt-in or uses Nearmap's APIs) through or with its use of the Products ("Third-Party Services"). IF CUSTOMER USES ANY THIRD-PARTY SERVICES, CUSTOMER AGREES TO SUCH THIRD-PARTY SERVICES' TERMS AND CONDITIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. NEARMAP DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEARMAP WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY AUTHORIZED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

4. IP OWNERSHIP

4.1. Ownership.

- 4.1.1. **Nearmap Ownership.** Customer agrees that Nearmap or the providers of Third-Party Services own and retain all right, title, and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to (a) the Products, Documentation, Nearmap Data, Usage Data, De-identified Data, and any and all related and underlying technology, documentation, content, audio or visual material, images, graphics, photos, digital media, or other materials or content of any type, trademarks, and other information and (b) any idea, discovery, design, method, material, formula, trade secret, invention (including any discovery of a new technology and any improvement to existing technology), know-how, innovation, writing, work of authorship, compilation, and other development or improvement, whether or not patented or patentable, copyrightable, or reduced to practice or writing and all intellectual property rights thereto.
- 4.1.2. **Customer Ownership.** Subject to Section 6.4, Customer may continue using the Output provided that Nearmap may, by written notice to Customer at any time, limit Customer's use of certain Output or require Customer to cease using certain Output (and delete any copies of them) if Nearmap forms the view, in Nearmap's sole and absolute discretion, that Customer's use of the Output may infringe the rights of any third party. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Nearmap Data embedded in any Output, but all other rights in and to the Output will belong to Customer.
- 4.1.3. **Feedback.** In the event Customer or its Authorized Users provide Nearmap with any suggestions, ideas, improvements, or other feedback with respect to any aspect of the Products ("Feedback"), Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Feedback.

5. FEES AND PAYMENT

- 5.1. **Fees and Payment.** All undisputed fees set forth in the Order Form (the "Fees") shall be paid by Customer within thirty (30) days of Nearmap's provision of an invoice to Customer. All Fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term), and except as set forth in an Order Form, all payments shall be made in the currency detailed in the invoice provided by Nearmap via ACH, credit card, or such other method as Nearmap communicates to Customer. Except as expressly set forth in Section 7.1, or 9.1(iii), all Fees are non-refundable. Any late payments shall be subject to a service charge equal to the maximum amount allowed by law (plus the costs of collection and reasonable attorneys' fees). Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected. Fees for the Products are based on units purchased during the Subscription Term and not actual usage. Customer acknowledges and agrees that the number of units purchased cannot be decreased during a Subscription Term and that the units purchased will not roll over to the next Renewal Subscription Term.
- 5.2. **Excess Fees.** Customer is responsible for paying all actual excess fees incurred by Nearmap based on: excess data, storage, processing, API calls, and access fees charged by Nearmap's third-party cloud service providers as a result of Customer's use in excess of the amount(s) permitted in the Agreement.

- 5.3. **Fee Dispute.** If Customer has a good faith belief that a particular invoice is incorrect, Customer must contact Nearmap in writing (email to suffice) within sixty (60) days of such invoice date detailing the basis of the dispute. Customer may only withhold payment on the timely disputed amount in accordance with this Section. Any payment not received by Nearmap by the due date and not subject to a good faith dispute may accrue late charges at the maximum rate permitted by law, from the date such payment was due until the date paid. Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected.
- 5.4. **Taxes.** If Customer contracts with (a) Nearmap AU, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, withholding taxes, and applicable goods and services tax (GST) under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Law) of Australia and its associated regulations, as amended; or (b) Nearmap US, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, and withholding taxes. If GST is payable on a supply made by Nearmap, Customer must pay as additional consideration an amount equal to the amount of GST payable on that supply. Customer is responsible for paying all taxes, excluding only taxes based on Nearmap's net income. If Nearmap has the legal obligation to pay or withhold taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer is exempt from paying such taxes or subject to a reduced state of withholding tax and the Customer provides Nearmap with proof of a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5.5. **Audit.** During the Subscription Term and for two (2) years after termination or expiration of the Agreement, Customer shall maintain accurate and complete records regarding its access and use of the Products. Customer shall permit Nearmap (or its auditors) access to such records, books, systems and Authorized Users to confirm compliance with the Agreement. Nearmap will give at least thirty (30) days' prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended. If an audit results in findings of non-compliance, Nearmap may, at its discretion: (a) invoice any additional license fees due based on the Fees set forth in the applicable Order Form; (b) recover the reasonable cost of the audit if additional Fees exceed five percent (5%) of the Fees paid during the audit period; and (c) terminate the Agreement in accordance with Section 6.2. Customer must pay all invoices issued under this Section 5.5 within thirty (30) days following the date of invoice.

6. TERM; TERMINATION; SUSPENSION

- 6.1. **Subscription Term.** The initial term of the Products shall begin on the Effective Date of the subscription specified in the Order Form and extend for the Subscription Term specified in the applicable Order Form. Upon the expiration of the initial term specified in the applicable Order Form, the term will automatically renew for successive terms of twelve (12) months each unless either party provides the other party at least thirty (30) days written notice prior to the expiration of the then-current Subscription Term of its intention not to renew the Subscription Term.
- 6.2. **Termination.** Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay Fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is valid only in the case of termination for non-payment of Fees); (b) ceases operation without a successor; (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); or (d) if applicable, a party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act.
- 6.3. **Suspension of Products.** Upon written notice (email to suffice) to Customer, in addition to any of its other rights or remedies, Nearmap may immediately suspend Customer's access to the Products if (a) except as provided in Section 5.1, Customer's account is ten (10) days or more overdue until such amounts are paid in full; (b) Customer is in material breach of any term in this Agreement, provided that such suspension will be narrowly tailored to address the cause of suspension for only the duration needed for Customer to cure such breach; (c) there is an attack on the Products, the Products are accessed or manipulated by a third party, or there is another event for which Nearmap reasonably believes that the suspension of Customer's access to the Products is necessary to protect Nearmap's network or its other customers; (d) Nearmap is required to do so by law (e.g., where providing access to Customer or an Authorized User may be, or become, unlawful); or (e) a licensor, supplier, or provider of Third-Party Services offering its products or services to Nearmap has terminated its relationship with Nearmap or ceased to offer such products or services.
- 6.4. **Effect of Termination.** Upon termination or expiration, Customer agrees to: (a) stop all uses of the Products, Nearmap Data, and any Output; (b) permanently delete the Products, Nearmap Data, and any Output from all devices and systems of all Authorized Users (provided that, however, Customer may retain one copy of the Output and Nearmap Data included therein for compliance, regulatory, and archival purposes as required by Applicable Laws provided that such Output and Nearmap Data included therein shall remain subject to the confidentiality and non-use obligations set forth herein for so long as such Output and the Nearmap Data included therein is retained); and (c) within five (5) days of such termination, ensure that an officer of Customer certifies in writing that all applicable copies of the Products, Nearmap Data, and Output have been permanently deleted or destroyed. Except as otherwise set forth herein, termination of the Agreement is not an exclusive remedy and the exercise by either party of any remedy under the Agreement will be without prejudice to any other remedies it may have under the Agreement, by law, or otherwise. Except in the case of Customer's termination for Nearmap's material breach pursuant to Section 6.2, Customer shall pay to Nearmap all Fees accrued or payable to Nearmap upon the effective date of termination in accordance with Section 5.
- 6.5. **Customer Data.** Customer acknowledges that if Customer or an Authorized User deletes or modifies Customer Data from the Products, Customer Data may still reside in Nearmap's systems, applications, databases, and servers (including as backups and/or archives). Customer acknowledges that Customer's deletion or modification of Customer Data during any Subscription Term may have an adverse impact on Customer's use of the Products (and Nearmap is not liable with respect thereto).
- 6.6. **Survival.** The following Sections shall survive any expiration or termination of the Agreement: 2.2, 3, 4, 5, 6.4, 6.5, 7.2, 8, 9, 10, 12, and 14.

7. LIMITED WARRANTY; DISCLAIMER

- 7.1. **Limited Warranty.** Nearmap warrants that (a) it will provide the Products in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (b) Nearmap will not materially decrease the overall functionality of the Products. Nearmap's sole liability (and Customer's sole and exclusive remedy) for any breach of the warranties set forth in Section 7.1(a) and 7.1(b) shall be, in Nearmap's sole discretion and at no additional charge to Customer, to use commercially reasonable efforts to offer Customer an error correction or work-around so that the Product(s) materially conform(s) to the warranty, or if Nearmap determines such remedies to be impracticable, Nearmap may terminate the remaining Subscription Term and Customer shall receive as its sole remedy and Nearmap's entire liability shall be, a refund of any prepaid Fees for Products not used as of the date of the warranty claim. The limited warranty set forth in this Section 7.1 shall not apply: (a) unless Customer makes a written claim in accordance with Section 14.7 within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software, or services, (c) if the decrease in functionality is caused by the combination of the Products with any services, hardware, connection, interface, data, or business processes not provided by Nearmap, or (d) to the Products provided on a no-charge or evaluation basis.
- 7.2. **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE PRODUCTS, AND ANY AND ALL RELATED AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES, GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION ARE PROVIDED "AS IS" AND NEARMAP AND ITS THIRD-PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES HEREBY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, OF MERCHANTABILITY, OR THAT THE PRODUCTS AND ANY AND ALL RELATED AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES, GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION, OR ANY RESULTS OF OR THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY PRODUCTS, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, CORRECT, RELIABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ADDITIONALLY, NEARMAP STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS AND ITS AUTHORIZED USERS' INTERACTIONS AND SHARING OF INFORMATION WITH OTHER USERS.
- 7.3. Notwithstanding any other provision, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies under the Australian Consumer Law in the Competition and Consumer Act 2010 (Cth), to the extent the Customer contracts with Nearmap AU.

8. LIMITATION OF LIABILITY.

- 8.1. NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 8.2. EXCEPT WITH RESPECT TO (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (B) EITHER PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIAL INFORMATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (C) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (D) CUSTOMER'S BREACH OF SECTION 2.5 (GENERAL RESTRICTIONS); OR (E) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED BY A COURT OF FINAL AND COMPETANT JURISDICTION: EACH PARTY'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.
- 8.3. THE LIMITATIONS UNDER THIS SECTION 8 APPLY WITH RESPECT TO ALL LEGAL THEORIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND TO THE EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 8 ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THE AGREEMENT AND THE PRICING FOR THE PRODUCTS.

9. INDEMNIFICATION.

- 9.1. **Nearmap Indemnification.** Nearmap shall defend Customer at Nearmap's expense against any claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from the direct infringement of a U.S. and Australia registered intellectual property rights asserted against Customer by a third party based upon Customer's use of the Products as delivered by Nearmap in accordance with the terms of the Agreement and Nearmap shall indemnify and hold Customer harmless against all reasonable costs (including attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or agreed in a written settlement agreement signed by Nearmap, provided that Nearmap shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Nearmap to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer. If Customer's use of any Products is, or in Nearmap's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, or Nearmap exercises its right to require Customer to limit or cease using Output under Section 4.1.2, Nearmap may, in its sole and reasonable discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Customer the right to continue using the Products; or if (i) and (ii) are commercially impracticable, (iii) terminate the Agreement and refund to Customer any unused, prepaid Fees paid by Customer for the terminated period. The foregoing

indemnification obligation of Nearmap shall not apply to the extent that the alleged infringement arises from: (1) any modification of the Products by any other party other than Nearmap; (2) access to or use of any Products in combination with any hardware, system, software, network, or other products, materials, or services not provided by Nearmap; (3) use of the Products in breach of the Agreement; or (4) Customer Data. THIS SECTION 9.1 SETS FORTH NEARMAP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

- 9.2. **Customer Indemnification.** Customer agrees to defend, indemnify and hold harmless Nearmap and its affiliates, licensors, and suppliers, and Nearmap's and their respective employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees and costs) arising from: (a) Customer's and any Authorized User's use of the Products; and (b) Customer's violation of Section 2.5 (General Restrictions).

10. CONFIDENTIALITY.

- 10.1. **Confidential Information.** Each party, as a receiving party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient (the "**Confidential Information**"). Notwithstanding any failure to so designate them, the Products, the Documentation, the Usage Data, the De-identified Data, the Nearmap Data, the Feedback, and the commercial terms of the Agreement as set forth in any Order Form shall be Nearmap's Confidential Information. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors, and other representatives as is reasonably required in connection with the exercise of its rights and obligations under the Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each party agrees to promptly notify the other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.
- 10.2. **Exceptions.** Notwithstanding the foregoing, Confidential Information shall not include information which is: (a) already publicly known without breach of the Agreement; (b) discovered, created or independently developed by the receiving party without use of, reliance upon, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (c) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (d) required to be disclosed by law or court order or by the listing rules of any stock exchange where the recipient's securities are listed or quoted; provided that the receiving party shall provide prompt notice thereof and commercially reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. Each party agrees and acknowledges that any breach or threatened breach of this Section 10 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.
11. **SECURITY.** Each party shall comply with all Applicable Laws. Nearmap shall use reasonable physical, technical, and administrative procedures, which procedures may include SOC 2 certification or the equivalent thereof depending on the Product, designed to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of Customer Data, and will choose these safeguards based on the sensitivity of the information that is collected, Processed, and stored and the current state of applicable technology. Upon Customer's written request, Nearmap shall, not more than once per rolling twelve (12) months, respond to a reasonable security questionnaire provided by Customer regarding Nearmap's compliance with the obligations set forth in this Section 11. All Nearmap's responses and information provided in response to Customer's security questionnaires are Confidential Information under this Agreement. In lieu of completing Customer's security questionnaire, Nearmap may make available to Customer information regarding Nearmap's compliance with the obligations set forth in this Section 11 in the form of a copy of the summary of Nearmap's the then- current applicable security audit report.
12. **PUBLICITY.** Except as otherwise agreed in writing (email to suffice), neither party may use the other party's name, logos, or marks without such party's written pre-approval in each case.
13. **DATA PROCESSING.** Nearmap's data security and privacy practices form an integral part of Nearmap's product engineering and service delivery principles. Customer understands and acknowledges that to the extent Nearmap Processes any Personal Data, Nearmap shall do so in accordance with its privacy notice, which is available at <https://www.nearmap.com/us/en/legal/privacy-policy> (if contracting with Nearmap US) or <https://www.nearmap.com/au/en/legal/privacy-policy> (if contracting with Nearmap AU) ("Privacy Policy"); provided, however, that to the extent Customer Data includes any information which is defined as "personal data," "personal information," "personal identifiable information," or similarly defined data or information under Applicable Laws, Nearmap will Process such information as a data "processor" or "service provider" (each term, as applicable) and a list of Nearmap's sub-processors will be made available upon Customer's written request (email to suffice).
14. **GENERAL TERMS**
- 14.1. **Assignment.** The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement except upon the advance written consent of the other party, except that either party may assign the Agreement without such consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities (other than, in the case of Customer, to an entity that is

reasonably deemed to be a direct competitor of Nearmap). Any attempt to transfer or assign the Agreement except as expressly authorized under this Section 14.1 will be null and void.

- 14.2. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement if the delay or failure is due to unforeseen events which occur after the signing of the Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.
- 14.3. **Subcontractors.** Nearmap may use the services of subcontractors for performance of services under the Agreement, provided that Nearmap remains responsible for such subcontractors' compliance with the terms of the Agreement.
- 14.4. **Independent Contractors.** The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 14.5. **Severability.** If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that the Agreement shall otherwise remain in effect.
- 14.6. **Governing Law and Venue; Waiver of Jury Trial.**
 - 14.6.1. If Customer contracts with Nearmap AU, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in New South Wales). The jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in New South Wales, Australia and both parties hereby submit to the personal jurisdiction of such courts. ***Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.***
 - 14.6.2. If Customer contracts with Nearmap US, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake County, Utah except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Salt Lake County) and both parties hereby submit to the personal jurisdiction of such courts. ***Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.***
- 14.7. **Notice.** Notwithstanding anything to the contrary herein, any notice or communication required or permitted under the Agreement shall be in writing to the parties at the addresses set forth in the applicable Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section. A notice shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, immediately upon receipt; or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the fourth day (excluding holidays) after such notice is deposited in the mail. In addition, any legal notices to Nearmap must be delivered to the following email address: legal@nearmap.com but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in the preceding sentence.
- 14.8. **Order of Precedence.** In the event of any conflict between this Master Subscription Agreement, an Order Form, and the Product-Specific Term, the order of precedence shall be (a) Order Form; (b) this Master Subscription Agreement; and (c) the Product-Specific Terms (unless expressly stated otherwise in the Product-Specific Terms), in order of appearance.
- 14.9. **Amendments; Waivers.** All supplements, modifications, or amendments of the Agreement shall be executed in writing by a duly authorized representative of each party to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g., setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by Nearmap).
- 14.10. **Interpretation.** The words "hereof," "herein," and "hereunder" and words of similar import, when used in the Agreement, will refer to the Agreement as a whole and not to any particular provision of the Agreement. Terms defined in the singular will have correlative meanings when used in the plural, and vice versa. The headings herein are for convenience of reference only, do not constitute part of the Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in the Agreement is made to a section, exhibit, or schedule, such reference will be to a section, exhibit, or schedule to the Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in the Agreement, they will be deemed to be followed by the words "without limitation," unless preceded by the word "not." If a link herein redirects to a geographic-specific link, including but not limited to geographic-specific sites for Australia, New Zealand, and Canada, that geographic-specific link shall be given the same effect as if it were explicitly included in the Agreement in lieu of the link from which the redirect occurred that is set forth in the Agreement.
- 14.11. **No Third-Party Rights.** There are no third-party beneficiaries to the Agreement.
- 14.12. **Export Compliance.** Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Neither party, nor any of its

subsidiaries or any person acting on its behalf or owning fifty percent (50%) or more of its equity securities or other equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States of America has embargoed goods or imposed trade sanctions.

- 14.13. **Compliance with Anti-corruption Laws.** Each party shall comply with the U.S. Foreign Corrupt Practices Act and any Applicable Laws related to anti-corruption of other countries, to the extent applicable. Each party shall not, at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give, or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.
- 14.14. **Entire Agreement.** The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of the Agreement. Unless expressly agreed between the parties in writing in an Order Form, the terms, conditions, or provisions of any purchase order, invoice, or other administrative document issued by Customer in connection with the Agreement will not modify, alter, or expand the rights, duties, or obligations of the parties under, or will not otherwise modify, the Agreement, irrespective of the timing of its issuance or any failure of Nearmap to object to such terms, conditions, or provisions.

**ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT
(GOVERNMENT CUSTOMERS)**

1. Section 1.1 (Affiliate) of the Agreement is deleted in its entirety and replaced with the following:

“**Affiliate**” means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, “control” means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.”
2. Section 1.6 (Corporations Act) of the Agreement is deleted in its entirety and replaced with “Intentionally Omitted”.
3. Section 1.14 (Nearmap) of the Agreement is deleted in its entirety and replaced with the following:

“**Nearmap**” means Nearmap US, Inc. (“Nearmap US”), with offices located at 1850 Ashton Blvd, Ste 500, Lehi, UT 84043.”
4. Section 1.28 (Territory) of the Agreement is deleted in its entirety and replaced with the following:

“**Territory**” means the United States of America. Coverage by Nearmap within the Territory is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.”
5. Section 2.2 (Nearmap Attribution) of the Agreement is deleted in its entirety and replaced with the following:

2.2 Nearmap Attribution. If Customer creates Output, Customer must expressly acknowledge Nearmap in a reasonably prominent manner on each Output (by displaying the Nearmap logo or such other attribution as reasonably requested by Nearmap), as the source of any data underlying the Output. Unless otherwise permitted in writing by Nearmap, Customer must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Output. Customer must include all requisite legends indicating and preserving Nearmap’s rights in and to the Products. All Output must include the following copyright notice on the work: “Created with [TITLE OF PRODUCT]@[year] Nearmap US, Inc.”.
6. A new section 2.10 (Data Use for Government Customers) is inserted into the Agreement as follows:

2.10 Government Products. Where the Customer purchases unlimited allowance Products, if set forth in the applicable Order Form, that are exclusively offered to government customers (“**Government Products**”), these Government Products will be subject to Nearmap’s Fair Use Policy, which is available at <https://www.nearmap.com/legal/fair-use-policy>. The following conditions will apply to the Customer’s use of Government Products: (a) the amount of Nearmap Data used by Customer when accessing the Government Products will be monitored and then calculated at the end of every Subscription Term based on the total data of all Authorized Users who access and use Customer’s Nearmap account during the Subscription Term; and (b) if the Customer elects to download and/or export Government Products available to Customer through the Platform, this will be applied to the calculation of the Licensee’s use of the Government Products.”
7. Section 5.1 (Fees and Payment) is deleted in its entirety and replaced with the following:

5.1 Fees and Payment. All undisputed fees set forth in the Order Form (the “Fees”) shall be paid in accordance with the payment terms outlined in the Order Form. All Fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term), and except as set forth in an Order Form, all payments shall be made in the currency detailed in the invoice provided by Nearmap via ACH, credit card, or such other method as Nearmap communicates to Customer. Except as expressly set forth in Section 7.1, or 9.1(iii), all Fees are nonrefundable. Fees for the Products are based on units purchased during the Subscription Term and not actual usage. Customer acknowledges and agrees that the number of units purchased cannot be decreased during a Subscription Term and that the units purchased will not roll over to the next Renewal Subscription Term.
8. Section 5.2 (Excess Fees) of the Agreement is deleted in its entirety and replaced with the following:

5.2 Excess Fees. With the exception of Government Products, Customer is responsible for paying all actual excess fees incurred by Nearmap based on: excess data, storage, processing, API calls, and access fees charged by Nearmap’s third-party cloud service providers as a result of Customer’s use in excess of the amount(s) permitted in the Agreement.”
9. Section 5.4 (Taxes) of the Agreement is deleted in its entirety and replaced with the following:

5.4 Taxes. Customer will be responsible for the payment of any and all local, state, federal, levies, and duties of any nature, including value-added, sales, use, and withholding taxes. Customer is responsible for paying all taxes, excluding only taxes based on Nearmap’s net income. If Nearmap has the legal obligation to pay or withhold taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer is exempt from paying such taxes or subject to a reduced state of withholding tax and the Customer provides Nearmap with proof of a valid tax exemption certificate authorized by the appropriate taxing authority.”
10. Section 5.5 (Audit) of the Agreement is deleted in its entirety and replaced with “Intentionally Omitted”.
11. Section 6.2 (Termination) of the Agreement is deleted in its entirety and replaced with the following:

6.2 Termination. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay Fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is valid only in the case of termination

for non-payment of Fees); (b) ceases operation without a successor; (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); or (d) if applicable, a party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due.

6.2.1. Non Appropriation of Funding. Nearmap acknowledges that the terms of the Agreement are contingent upon appropriation of Federal, State, or other sources of funding being provided to Customer, and that funding is on a fiscal year basis and subject to annual appropriations. Should Customer not receive funding during the Subscription Term, Customer shall be permitted to terminate the remaining Subscription Term of the Agreement at the end of the current appropriation period without further obligation or penalty, upon no less than thirty (30) days written notice before the end of the current appropriation period. Customer agrees to submit certified evidence to Nearmap of such non-appropriation of funding. Such termination will not affect Customer's obligation with Fees during the current fiscal year for which funding is received and any termination of the Agreement will not entitle Customer to a refund of any prepaid Fees. Customer agrees that it will use best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the Subscription Term sufficient funds to meet its obligations under the Agreement."

12. Section 7.3 (Limited Warranty, Disclaimer) is deleted in its entirety and replaced with "Intentionally Omitted".
13. Section 9.2 (Customer Indemnification) of the Agreement is deleted in its entirety and replaced with "Intentionally Omitted".
14. Section 13 (Data Processing) of the Agreement is deleted in its entirety and replaced with the following:

"13. **DATA PROCESSING.** Nearmap's data security and privacy practices form an integral part of Nearmap's product engineering and service delivery principles. Customer understands and acknowledges that to the extent Nearmap Processes any Personal Data, Nearmap shall do so in accordance with its privacy notice, which is available at <https://www.nearmap.com/us/en/legal/privacy-policy> ("**Privacy Policy**"); provided, however, that to the extent Customer Data includes any information which is defined as "personal data," "personal information," "personal identifiable information," or similarly defined data or information under Applicable Laws, Nearmap will Process such information as a data "processor" or "service provider" (each term, as applicable) and a list of Nearmap's sub-processors will be made available upon Customer's written request (email to suffice)."

15. Section 14.6 (Governing Law and Venue; Waiver of Jury Trial) is deleted in its entirety and replaced with the following:

"14.6 **Governing Law and Venue; Waiver of Jury Trial.** The Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake County, Utah except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Salt Lake County) and both parties hereby submit to the personal jurisdiction of such courts. **Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.**"

16. Section 14.8 (Order of Precedence) is amended to insert the following language at the end of the section:

"If Customer purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and Customer supersedes all terms and conditions attached to Customer's and/or reseller's purchase order."

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.
2. In this Fair Use Policy:
 - a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
 - b. **Fair Use Policy** means this policy;
 - c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
 - d. **Products** has the meaning given to that term in Your Nearmap Agreement;
 - e. **Services** has the meaning given to that term in Your Nearmap Agreement;
 - f. **You** or **Your** means any customer of Nearmap;
 - g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
 - h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time.
4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.
6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).
9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
 - a. restrict Your access to low resolution imagery for the remainder of the month; and/or
 - b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
 - c. restrict Your access for the remainder of the month; and/or
 - d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
 - e. immediately cease Your access to Nearmap; and/or
 - f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

COUNCIL AGENDA ITEM



Meeting Date: January 20th, 2026

Action Requested: Approve Purchase of Pickup Truck for Water/Sewer Department

Prepared By: Todd Anderson, Water & Sewer Superintendent

Reviewed By: Sam Anderson, Director of Public Works/City Engineer

Background:

The 2026 Capital Improvement Plan includes funding for the purchase of a 2026 ¾ ton 4x4 Pickup truck for the Water/Sewer Department. This vehicle will be used for water and sewer maintenance functions and snowplowing in the winter. It will replace a 2016 4wd 3/4 ton that will either be repurposed, sold or donated to another department.

We received the following price from the MN state bid contract:

2026 GMC Sierra 3/4 Ton 4x4 DBL cab pick-up

Karl Automotive Group \$48,121.61 (State Bid Contract #258623)

Financing

The price received does not include sales tax and the applicable license/fees, this will be done locally with an estimated cost of \$3,360.36 Funding will be from the water utility fund.

Recommendation:

It is recommended that the City Council pass a motion authorizing the purchase of the 3/4-ton 4x4 pickup from Karl Automotive Group in the amount of \$48,121.61 and the DMV cost's not to exceed \$ 3500.00



KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro



KARL AUTO GROUP is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Government Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.



KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

KARL AUTOMOTIVE GROUP

Dealership Information

KARL AUTO GROUP

JACOB MADSEN

515-645-3634

J.MADSEN@KARLCHEVROLET.COM

Prepared By:

JACOB MADSEN

KARL AUTOMOTIVE GROUP

5156453634

J.MADSEN@KARLCHEVROLET.COM

IF At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
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KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (✔ Complete)

Price Summary

PRICE SUMMARY

	Invoice	Invoice
Base Price	\$48,624.40	\$48,624.40
Total Options	\$3,412.50	\$3,412.50
Vehicle Subtotal	\$52,036.90	\$52,036.90
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$2,595.00	\$2,595.00
Grand Total	\$54,631.90	\$54,631.90

IF At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27494. Data Updated: Jan 13, 2026 6:48:00 PM PST.



KARL AUTOMOTIVE GROUP

JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" Pro (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$51,400.00
Dest Charge	\$2,595.00
Total Options	\$3,750.00
Subtotal	\$57,745.00
GOV DISCOUNT	(\$4,600.00)
UPFITTER INSTALL	\$395.00
Subtotal Pre-Tax Adjustments	(\$4,205.00)
Less Customer Discount	(\$5,418.39)
Subtotal Discount	(\$5,418.39)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$48,121.61
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$48,121.61

Comments:

MINNESOTA STATE CONTRACT NUMBER 258623
RELEASE NUMBER T-642(5)

Dealer Signature / Date

Customer Signature / Date

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27494. Data Updated: Jan 13, 2026 6:48:00 PM PST.



CITY COUNCIL AGENDA ITEM

Meeting date: January 20th, 2026
Action requested: Authorize purchase of lift jacks
Prepared By: David D. Hansen, Street Superintendent
Reviewed by: Samuel C. Anderson D.P.W./ City Engineer

Background:

The 2026 Capital Improvement Plan includes \$32,000.00 for the purchase of vehicle lifts for the Public Works Facility. The City Street, Fire, and Refuse departments need hydraulic lifts to properly service and maintain department equipment. The addition of these lifts will ensure the safety of staff that provide routine maintenance and inspection tasks under large equipment.

A bid was requested from the state purchasing contract for a set of 2- 37,000 lb. capacity lifts.

The following quote was received:

- **Midwest Lift Works** **\$29,329.98**

Recommendation:

Authorize purchase of lift jacks from Midwest Lift Works for a total price of \$29,392.98



Quote

Steril-Koni USA, Inc.
 200 Log Canoe Circle
 Stevensville, MD 21666
 T: 410.643.9001
 F: 410.643.8901

Quote # 3741
 Date 01/12/2026
 Expires 02/11/2026
 RSM Jeff Sampson

Billing Address City of Bemidji, MN
 Corbin Miller
 1351 5th Street Northwest
 Bemidji, MN
 56601
 corbin.miller@ci.bemidji.mn.us
 (218) 760-3624

Shipping Address City of Bemidji, MN
 Corbin Miller
 1351 5th Street Northwest
 Bemidji, MN
 56601
 corbin.miller@ci.bemidji.mn.us
 (218) 760-3624

NASPO Contract #: CW7260

Item	Qty	Price	Discount	Total
ST-1085-1FWA	1.00	\$41,398.56	29.00%	\$29,392.98

Set of 2 - 37,000lbs capacity, 24 volts DC, control box on every column. Adj forks

Comments

Subtotal:	\$41,398.56
Discount:	(\$12,005.58)
Tax (No Tax%):	\$0.00
Shipping:	\$0.00
Total	\$29,392.98

Subcontract: Minnesota State Contract #230921 Contract Release #L-348(5)

Local Distributor:

Midwest Lift Works
 Cole Siegle
 cole@midwestliftworks.com

Terms and Conditions

1. Purchase Orders MUST be issued to Stertil- Koni USA, Inc., not the Local Distributor. Please submit Purchase Orders to orders@sterdil-koni.com.
2. P.O.s must be issued on a company letterhead and must contain contact information, billing address, shipping address, phone number, and email. P.O. must also contain direct reference to parts, pricing, and quantity provided on the quote or direct reference to quote number.
3. Product availability and proposed delivery date provided ARO.
4. Stertil-Koni is responsible for collecting sales tax in the following states: CA, FL, HI, MD, NY, and WA. Customers outside of these states are responsible for any applicable sales or use tax.

**LEGAL SERVICES AGREEMENT BETWEEN THE BEMIDJI REGIONAL AIRPORT
AUTHORITY AND THE CITY OF BEMIDJI**

THIS AGREEMENT by and between the City of Bemidji, a municipal corporation and political subdivision of the State of Minnesota (hereinafter City) and the Bemidji Regionals Airport Authority, a joint powers authority between the City and Beltrami County duly organized under the laws of the State of Minnesota (hereinafter Authority), all hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, The City has historically provided legal representation to the Authority through the Bemidji City Attorney’s Office (hereinafter City Attorney) at no cost to the Authority since the Authority’s inception in 1980; and

WHEREAS, The City and Authority had previously entered into an agreement for the City Attorney to provide legal services which ended on December 31, 2025; and

WHEREAS, The Authority recognizes the value of the representation it has and continues to receive from the City Attorney; and

WHEREAS, The Parties agree it is appropriate to compensate the City for the services of the City Attorney to the Authority at a flat yearly fee rather than an hourly rate.

NOW, THEREFORE, in consideration of the mutual conditions set forth herein, the Parties hereby agree as follows:

1. **AGREEMENT.** The City Attorney shall provide legal representation services to the Authority.

2. **SCOPE OF DUTIES.** The City Attorney shall provide for Authority legal representation for all matters where the City Attorney does not have a conflict or the Authority, after consultation with the City Attorney, has determine outside counsel with a

specific specialty is required. This representation includes, but not limited to real estate, human resources, federal and state regulations, contracts, planning and zoning, open meeting law, data practices, contracts, and litigation. The City Attorney shall supervise, direct, and perform all legal services relating to the above referenced legal services as may be from time to time required by the Authority. The City shall provide all legal, paralegal, and non-legal support personnel, all office space and resources, all educational and seminar expenses necessary to complete the duties required hereunder.

3. CONFLICT OF INTEREST. The Parties acknowledge the City Attorney's primary client is the City. If it is determined by the City Attorney the Parties interests are in conflict, the City Attorney shall represent the City and will notify the Authority upon the discovery of the conflict. The Authority knows if the City Attorney determines there is a conflict of interest in representing both the City and Authority, the Authority will be responsible for securing and paying for alternative legal representation. At no time will the Authority have the ability to recoup any funds from the City for hiring alternative legal representation due to a conflict of interest.

4. TERM OF AGREEMENT. The term of this Agreement shall be for the term of one (1) year, beginning on January 1, 2026, and continue through December 31, 2026, with the right of termination by both the Authority and the City as hereinafter set forth.

5. COMPENSATION. All Parties hereto understand that to fulfill the duties hereunder, time will be taken away from the City Attorney's duties to the City. It is the intent of the Parties that the Authority compensate the City for said time. Accordingly, for all services rendered by the City Attorney hereunder, the Authority shall pay the sum of Twenty-Four Thousand Five Hundred and no/100 Dollars (\$24,500.00) to cover

services provided during the calendar year of 2026. Payment shall be made by March 31, 2026.

6. REIMBURSABLE EXPENSES. The Authority shall be responsible to reimburse the City for payment of the following expenses when required to be spent in regards to the representation of the Authority: witness fees (including travel costs) if necessary; expert witness fees (including travel costs) if necessary; costs of obtaining certified copies of documents filed with court or state offices of the State of Minnesota or any other state; and attorney travel costs (including lodging, per diem and mileage) outside the County of Beltrami. Such expenses shall be documented with particularity by the City.

7. BILLING. Reimbursable expenses shall be invoiced monthly by the City, providing such information as needed by the Authority to process and pay the reimbursable amount. Payment for the base services provided by this Agreement shall be invoiced by the City by February 15, 2026.

8. RELATIONSHIP BETWEEN THE PARTIES. The City agrees to provide and devote such personnel, resources, time, attention, and energies to all matters handled under the terms of this Agreement as are necessary to fulfill the duties and responsibilities required hereunder. The City Attorney is retained by the Authority only for the purposes and to the extent set forth in this Agreement. The relationship of the City to the Authority shall, during the term of this Agreement, be that of an independent contractor. Neither the City, nor its personnel, shall be employed by the Authority.

9. PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the City

Attorney in accordance with his independent professional judgment. The City Attorney shall require city personnel to perform the services rendered under this Agreement in accordance with accepted principles of legal practice in the State of Minnesota. The City's personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations governing the practice of law in the State of Minnesota.

10. MODIFICATION. This Agreement contains the entire understanding of the parties. It may not be changed orally but may only be modified upon the mutual consent of all Parties hereto, provided that all such modifications are reduced to writing and sign by the parties hereto.

11. NOTICE. Any notice required under the terms of this Agreement shall be given to the Parties by either personal delivery to the party and office indicated below (or that person's successor), or by depositing the same in the U.S. mail, postage prepaid, addressed as follows:

**TO THE AUTHORITY:
Executive Director
3824 Molberg Drive, Suite 101
Bemidji, MN 56601**

**TO BEMIDJI:
City Manager
317 4th Street NW
Bemidji, MN 56601**

Notice provided hereunder shall be effective as of the date it is deposited in the United States first class mail.

12. TERMINATION. Notwithstanding anything contained herein to the contrary, any of the parties to this Agreement may terminate this Agreement with or without cause upon 120 days written notice to the other parties.

13. PROHIBITION AGAINST ASSIGNMENT. Except as otherwise expressly provided in this Agreement, the City and the Authority mutually agree that this Agreement and the rights, duties, obligations, interests, and benefits created hereunder shall not be assigned, transferred, or subcontracted in any way to any other party or entity without the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as provided herein.

Dated: _____, 2026.

CITY OF BEMIDJI

By _____
Mayor

By _____
City Manager

Dated: _____, 2026.

BEMIDJI REGIONAL AIRPORT AUTHORITY

By _____
Chair

By _____
Executive Director

Dated: _____, 2026.

BEMIDJI CITY ATTORNEY'S OFFICE

By _____
Bemidji City Attorney

CITY COUNCIL AGENDA ITEM



Meeting Date: January 20, 2026
Action Requested: Approve Purchase of New Computers for the Sanford Center
Prepared By: Trevor Johnson, Director of Finance for the Sanford Center

Background:

We are recommending the purchase of new computers for staff. Many of our computers do not have the capabilities to perform our tasks effectively. Most of the computers are past their useful life. This purchase will give us 8 new computers with a protection plan as well. Compared to the other quote the cost savings along with the added protection plan I feel is the best use of our funds.

- Amazon \$7,946.73

Financing:

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

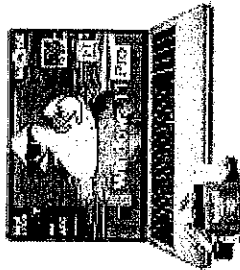
Recommendation:

Approve Purchase of New Computers for the Sanford Center paid from Sanford Center CIP budget.

Shopping Cart

Select all items

Price



Dell 16 Touchscreen Laptop DC16251, Intel 10-Core 7 150U (Up to 5.4GHz), Intel Arc Graphics, 32GB DDR5, 1TB SSD, Windows 11 Pro, 16 Inch FHD+ IPS Display, Backlit...

\$999.99

In Stock
Shipped from: WVL Tech
Prime Tomorrow

FREE delivery Tomorrow, Jan 16. Order within 1 hr 44 mins

FREE RETURNS

Capacity: 32 GB DDR5 | 1 TB SSD

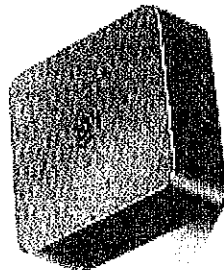
Color: Silver

Qty: 1 [Delete](#) [Compare with similar items](#) [Share](#)

Add protection to your item

4-Year Protection Plan \$186.99

[Change plan](#)



Beelink EQ112 Mini PC, Intel 12th Gen Core i5 1235U (10C/12T) up to 4.4GHz, Mini Computer 32GB DDR4 RAM 500GB SSD, 4K Dual Display, Dual LAN, USB3.0, WiFi6,...

\$439.99

In Stock

FREE delivery Tue, Jan 20 for Prime members

FREE RETURNS

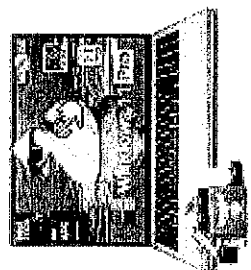
Star: EQ112-32G-500G-1235U

Qty: 3 [Delete](#) [Compare with similar items](#) [Share](#)

Add protection to your item

3-Year Protection Plan \$57.96

[Change plan](#)



Dell 16 Touchscreen Laptop DC16251, Intel 10-Core 7 150U (Up to 5.4GHz), Intel Arc Graphics, 32GB DDR5, 1TB SSD, Windows 11 Pro, 16 Inch FHD+ IPS Display, Backlit...

\$999.99

In Stock
Shipped from: WVL Tech
Prime Tomorrow

FREE delivery Tomorrow, Jan 16. Order within 1 hr 44 mins

FREE RETURNS

Capacity: 32 GB DDR5 | 1 TB SSD

Color: Silver

Qty: 4 Delete Compare with similar items Share

Add protection to your item

4 Year Protection Plan \$189.99

[Change plan](#)

Subtotal (16 items): \$7,440.87

tax 505.36

7,946.73

PURCHASE ORDER

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

PURCHASE ORDER NUMBER:

2026-101

To be acquired from accounting department

Accounting signature: _____ Date: **12/31/2025**

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:


Amazon.com

PHONE _____
E-MAIL _____
EVENT ID # _____
ACCOUNT# _____

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	3	Beelink Mini PC		\$ 439.0000	\$ 1,317.00
2	3	3 Year Warrant		\$ 57.99	\$ 173.97
3	5	Dell 16 Laptop		\$ 999.99	\$ 4,999.95
4	5	4 Year Protection Plan		\$ 189.99	\$ 949.95
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
			Sales Tax Rate = 8.500%	SUBTOTAL	\$ 7,440.87
				SHIPPING	\$ -
				TAX	\$ 505.36
				TOTAL	\$ 7,946.23

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)

Signature:  Date: **12/31/2026** Print/Type Name: **Trevor Johnson**

Approved by Supervisor (Required information for all purchase orders)

Signature: _____ Date: / / Print/Type Name: _____

General Manager (Required information for all purchase orders)

Signature: _____ Date: / / Print/Type Name: _____

EXPLANATIONS/NOTES:



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000197527033.1
Total (USD): \$10,342.53
eQuote Name: Sandford Micro/Laptop
eQuote Creator: terri.mayer@co.beltrami.mn.us
Quoted On: Dec. 19, 2025
Expires By: Jan. 02, 2026

Company Name: BELTRAMI COUNTY
Customer Number: 2107718
Phone: 2183334108
Premier Page Name: Beltrami County NASPO ValuePoint 97222 / WN17AGW
Authorized Buyer: terri.mayer@co.beltrami.mn.us

Contract Name: Dell NASPO Computer Equipment PA - Minnesota
Contract Code: C000001145017
Customer Agreement Number: 23026 / 236465

Billing Address:
BELTRAMI COUNTY
WARNE KEVIN
701 MINNESOTA AVE NW
STE 240
BEMIDJI, MN 56601-3178

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
1. Dell Pro Micro Desktop Premier discount	3	\$2,675.26 - \$1,270.75	\$1,404.51	\$4,213.53
2. Dell Pro 16 PC16250 Premier discount	4	\$2,864.01 - \$1,331.76	\$1,532.25	\$6,129.00
			Subtotal:	\$10,342.53
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total (USD):	\$10,342.53

Shipping Address:
 Beltrami County
 Mayer, MN
 701 Minnesota Ave NW
 Ste 240
 Bemidji, MN 56601-3178

Shipping Method:
 FREE Standard Delivery

Product Details

	Qty	Unit Price	Subtotal
1. Dell Pro Micro Desktop (210-BPPV) Order Code: bts108d_qcm1260_usrfs	3	\$1,404.51	\$4,213.53

Module	Description	Product Code	SKU	Qty
Processor	Intel® Core™ Ultra 7 266T (13 TOPS NPU, 20 cores, up to 5.3GHz)	GM5FAJ0	338-CRZR	1
Operating System	Windows 11 Pro	GOVA6W2	819-BBQD	1
Memory	32 GB: 1 x 32 GB, DDR5, up to 6000 MT/s, non-ECC	GZ2JAFI	370-BCWH	1
Storage	512 GB SSD, TLC	GDHVL6N	400-B9WX	1
Additional Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card, internal antenna	GDZFP6E	555-BLWT,555-BLWW	1
Wireless Driver	Wireless Driver, Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GJ71O4S	555-BLZP	1
Chassis Options	Dell Pro Micro with 35W Processor	GH8RCXI	329-BKRP	1
Keyboard	Dell Wired Keyboard - KB216 - US English - Black	G3JLXPF	580-BCCR	1
Mouse	Dell Wired Mouse - MS116 Black	G1YKOP6	570-BBKP	1
Cables and Dongles	No Additional Cable	GIX0L8M	379-BBCY	1
Stands and Mounts	No Stand or Mount	GJO5Z9E	576-BBBI	1
	ENERGY STAR ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	Power Cord (US) for 180W Adapter	G186LHJ	450-AAZN	1
Documentation	Documentation	GUX97AW	340-DNBV	1
System Monitoring Options	Watch Dog SRV	G5UVY8E	379-BFYR	1
Placemat	Quick Start Guide	GCBX7EI	340-DTWQ,389-FKHG	1
EAN/UPC Labels	Print on Demand Label	GMRSQL8	389-BDQH	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT8	329-BBJL	1
Shipping Material	Shipping Material, MPP Cushion	G8A98OF	340-DTXM,389-BBUU	1
Label	Regulatory Label for 80W Adapter	G9MQZEJ	389-FKNR	1
Intel Responsiveness Technologies	Driver/APP for IRST	G915M7G	058-BFT8	1
Processor Label	Intel® Core™ Ultra 7 Processor Label	G64AN8S	389-FGBC	1

Transportation from ODM to region	Desktop Standard shipment	G12DH3B	800-BBIO	1
Dell Pro Micro QCM1250	Dell Pro Micro QCM1250	G7V121O	210-BPPV	1
Systems Management	No vPro® support	G4HPFL6	831-BCFK	1
EPEAT	EPEAT Gold with Climate+	G8U8CHM	379-BDZB	1
FGA Module	QCM1250_ARL_108D/US/BTS	FG0004	998-MLVL	1
Hard Drive		GABNY7H		1
Cables and Brackets	1st M.2 2230 SSD Extend Bracket & Screw		575-BCRQ	
Speakers	Internal Speaker	GY5CFD6	520-BBGY	1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	482-BBFF	1
Optional Port Modules	No Additional Port	GWFHALO	482-BCKH	1
Power Supply	90 Watt A/C Adapter	GAQ9RF8	460-ALFO	1
Micro Mounting Option	No Stand or Mount	GJO5Z9E	575-BBBI	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH88M	819-BBPD	1
Standard Hardware Support Service	3Y ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr	G0RUIHF	716-3403,716-4295,716-4290,716-4295,716-4300,997-8367	1
Windows AutoPilot	No AutoPilot	GYE02AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU86A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Micro QCM1250	GCGJ47F	658-BFVZ	1
Home and Small Business Security solutions	None	GD4K18S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA8OQ1	620-AALW	1
Speakers and Soundbars	No External Speaker	GTNM7E2	817-BBBC	1

Qty Unit Price Subtotal

2.



Dell Pro 16 PC16250 (210-BQHB)

Order Code: bts134_pc16250_usrfs

4 \$1,532.25 \$6,129.00

Module	Description	Product Code	SKU	Qty
Base	Dell Pro 16 (PC16250) BTX Base	GMRAL5V	210-BQHB	1
Processor	Intel® Core™ Ultra 7 265U vPro® (12 TOPS NPU, 12 cores, up to 5.3 GHz)	G8P2LFA	379-BGGX	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1

Chassis Options	Platinum silver color, metallic finish	GCUT2XY	354-BBKC	1
Memory	32 GB: 1 x 32 GB, DDR5, 5600 MT/s (5200 MT/s with Intel® Core™ processors)	GKQ3XWS	370-BDCV	1
Base Options	Integrated Intel® graphics for Intel® Core™ Ultra 7 266U vPro® processor	GX192KC	336-CSJR	1
Storage	512 GB, SSD	GZNG3WB	400-B8KR	1
Operating System	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Language Pack				
Display	16", Non-Touch, FHD+, IPS, 300 nits, 45% NTSC, Anti-Glare, FHD+IR Cam	GYF1M78	391-BJXM	1
PalmRest	No Fingerprint Reader, vPro	G9LB12V	349-BLMP	1
Camera	FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	GVATB09	319-BBKH	1
Keyboard	English US backlit Copilot key keyboard with numeric keypad	GGS30EK	583-BMQF	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	Intel® AX211 WLAN Driver	G1TWDAU	555-BMFD	1
Wireless	Intel® Wi-Fi 6E (8 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	GTAQB25	555-BLLQ	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 55 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	GN0UXD5	451-BDIX	1
Power Supply	65W AC adapter, USB Type-C	GA2KE8W	492-BDTG	1
Power Cord	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Placemat	Quick Start Guide	G4FNJQC	340-DTVQ	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G8J34SM	387-BRLW	1
FGA Module	PC16250_ARL_134/AMER/BTS	FG0035	990-HWNZ	1
Shipping Material	Dell Pro 16 Min Packaging Type-C	GZ3DPB5	340-DTZR	1
Transportation from ODM to region	Smart Selection Shipment (S)	G7V9AUK	800-BBQI	1
EAN POD Label	POD Label	GAX838M	369-EDJB	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Hard Drive Software	Intel® Rapid Storage Technology Driver	GQEK12J	409-BCYT	1
Systems Management	Intel vPro Enterprise Management Disabled	G51AOJM	631-BGDN	1
Processor Label	Intel® Core™ Ultra 7 Processor Label	G54AN8S	389-FGBC	1
IGPS	No Intel® Connectivity Performance Suite	GJ6LQFG	650-BBBG	1
Standard Hardware Support Service	3Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	GYG9HJW	714-0174,714-0181,714-0187,714-0313,975-3461,999-3449	1
Windows AutoPilot	No AutoPilot	GYE02AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Additional Software - Dell Pro Laptop	G3PHAG2	658-BFVB	1
Home and Small Business Security Solutions	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

Need Help?



We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:



Terms of Sale

This Quote will be Customer's purchase order. If the quote (line item) is accepted by Supplier, constitutes a contract between the entity issuing the Quote ("Supplier") and the entity to whom the Quote was issued ("Customer"). Unless otherwise stated herein, this contract is valid for fourteen days from the date of this Quote. All products, pricing and other information are based on the latest information available and are subject to change, for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or logistics, increases in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be canceled by Supplier even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes. Supplier's planned delivery dates and/or lead times listed on this Quote are only estimates. The final amount and the status of the tax exemption certificate will be applied if Customer requests expedited shipping. Please indicate any tax exemption details on your purchase order and send your tax exemption certificate to tax.support@delldell.com or AT.Sales@Dell.com, as applicable.

Governing Terms: This Quote is subject to (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent such agreement applies to the products and/or services in this Quote, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/en/terms), or (b) the applicable service order or the applicable set of terms of service (as listed on the Offer Specific Terms referenced below), and (c) the terms referenced herein, collectively and to the extent that any of the Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the extent that all terms and conditions listed herein are retained in any documentation submitted by Customer to Supplier.

Supplier, Software, License and Services Restrictions: Customer's use of any Supplier software is subject to the license terms accompanying the software. In the absence of accompanying terms, the applicable license is located on www.dell.com/licenses and terms for Supplier's non-standard services are listed at www.dell.com/licenses or certain infrastructure products at www.dell.com/licenses/customer-services/product-warranty-and-service-description.

Offer Specific, Third Party and Program Specific Terms: Customer's use of third party software is subject to the license terms that accompany the software. Certain Supplier branded and third party products and services listed on this Quote are subject to additional, specific terms listed on www.dell.com/licenses or www.dell.com/licenses (or other specific Terms).

Resale: In case of resale only, should changes occur to any products or services for resale, whether on a standalone basis or as part of a solution, Customer shall include the applicable software license terms, service terms, and other specific terms in a written agreement with the end user and provide written evidence of such support (e.g. print or email) from Supplier.

Financing: In case of financing only, Customer hereby certifies a financing arrangement (Financing Agreement) for the products and/or services on this Quote with Dell Financial Services ("Dell") or other lending source approved by Supplier ("Lender"). Customer may issue a purchase order to Supplier or to Lender issued by Lender. Supplier will bill and invoice its unit commitments to Lender in accordance with the Financing Agreement with Customer for this order and (b) for action to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale) of the unit(s) ("Unit(s)") of the unit(s) in the order is subject to and applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to Lender instead of to Customer. If Lender is not the Supplier after a payment, Customer is to report unit status to Financing Agreement for those items. If Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amount due to Supplier.

Customer certifies that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or made to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document by (U.S.) government agencies. Customer further certifies that this transaction does not involve Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products, through a print screen on a computer, a state tax exemption fee will be applied to Customer's invoice. Supplier encourages customer to dispose of electronic equipment properly.

Electronically linked terms and conditions are available in hard copy upon request.

Dell Marketing LP, U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8120, Round Rock, TX 78682



KRAUS-ANDERSON®
Construction Company

Change Order Request

Project: 2520022-02
Sanford Center Repairs
1111 Event Center Drive
Bemidji, MN 56601

COR # 12.00

Date: 12/19/2025

To: Owner City Of Bemidji
317 4Th Street Nw
Bemidji, MN 56601

From: Kraus-Anderson Construction Company
206 Beltrami Avenue
Bemidji, MN 56601

Furnish materials at Lakeside Room and Ballrooms

PCO # 12 - Lakeside Meeting Room Flooring Materials

Item #	Description	Vendor	Amount
1	Lakeside Meeting Room Flooring Materials <i>MCI</i>	Multiple Concepts Interiors, Inc.	\$47,955.56
Total For Change Order			\$47,955.56

Approved By: City Of Bemidji

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: _____

Date: _____

Accepted By:

Signed: _____

Date: _____



MCI



PROPOSAL

MULTIPLE CONCEPTS INTERIORS

26 First Avenue North - Waite Park, MN 56387
Ph: (320) 253-5078 Fx: (320) 253-9458

Date: December 18, 2025
Quote #:
Prepared By: Steve Persons
Email: spersons@mcicarpetone.com
Mobile #: 763-639-2036

Proposal Submitted To: Kraus Anderson Construction		Fax, Phone, Email or Contact: Sean Lewis
Street Address: 206 Beltrami Ave NW		Name of Project: Sanford Center Storm Damage
City, State, Zip Code: Bemidji, MN 56601		Project Location: 1111 Event Center Dr. Bemidji, MN
Architect/Drawing Developer:	Date of Drawings:	Addendums:

Change Request: Furnish materials at Lakeside Room and Ballrooms

Option 1:

*J&J Rythym/Balance - color Cinder Smoke 3635
1768 sy @ 23.17/sy
Freight FOB Georgia*

*\$40,964.56
\$3,234.15*

<i>sub Total</i>	<i>\$44,198.71</i>
<i>Sales Tax (8.5%)</i>	<i><u>\$3,756.89</u></i>
<i>Total</i>	<i>\$47,955.56</i>

*Option 2: (Quantities and pricing are identical between styles)
J&J Mesa/Valley - color Hills 3745*

Typical floor prep is included in this proposal. Materials and labor for the amount of:

Grinding, self-leveling, bead blasting or glue removal is not included unless noted above. Additional labor will be billed at \$112.50 per hour plus the cost of any materials required. Includes final broom cleaning. Prior trades are responsible to clean any residue from floors left by their scope of work, otherwise charges will apply to clean. Proposal does not include removal of existing flooring or adhesives. Dumpsters not included. Post floor protection is not included. Initial moisture testing is included performed by 3rd party. Additional testing due to high moisture or special request will be billed at \$125.00 per test and \$.65 per mile from Willmar, MN.

PAYMENT TERMS: Net 30 days of invoice date using cash, check, or credit card. Any collection fees or attorneys fees incurred by MCI will be the responsibility of the buyer. A monthly service charge will be added at the rate of 1.5% per month (18% annum). We reserve the right to perfect mechanics lien rights when applicable.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per 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. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

This proposal may be withdrawn by MCI if not accepted within 60 days of proposal date above. This proposal is contingent upon final acceptance of contract language.

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.

Signature: _____ Date of Acceptance: _____


Become a Member (<https://business.bemidji.org/member/newmemberapp>) | Member Login (<https://business.bemidji.org/login>)

(<https://www.facebook.com/BemidjiChamber/>) 

(<http://www.instagram.com/bemidjichamber>) 

(<https://twitter.com/bemidjichamber>) 

(<https://www.linkedin.com/company/bemidji-area-chamber-of-commerce>) 

(<https://www.youtube.com/channel/UC5USytr6kXoMuBzCWJmRI9A?app=desktop>) 



(<http://www.bemidji.org/>)

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Bemidji Day at the Capitol

Date and Time

Wednesday Mar 5, 2025

Save the date! Bemidji Day at the Capitol is set for March 5th, 2025.

Fees/Admission

Ticket, registration and sponsorship information:

\$90 - Coach bus transportation the capitol,

Bemidji Day event and legislative meetings

Reception at CHS Field - Home of the St Paul Saints. Food and Networking

\$50 - Event and legislative reception only (no transportation)

Website

Learn more (<https://www.bemidji.org/bemidji-day-at-the-capitol/>)

Contact Information

scott Turn


Send Email ([mailto:scott@bemidji.org?](mailto:scott@bemidji.org?subject=Bemidji%20Day%20at%20the%20Capitol)

[subject=Bemidji%20Day%20at%20the%20Capitol](mailto:scott@bemidji.org?subject=Bemidji%20Day%20at%20the%20Capitol))




Set a Reminder


[Business Directory \(https://business.bemidji.org/list/\)](https://business.bemidji.org/list/) / [Events Calendar \(https://business.bemidji.org/events/\)](https://business.bemidji.org/events/) / [Hot Deals \(https://business.bemidji.org/hotdeals/\)](https://business.bemidji.org/hotdeals/) / [Business Opportunities \(https://business.bemidji.org/marketspace/\)](https://business.bemidji.org/marketspace/) / [Job Postings \(https://business.bemidji.org/jobs/\)](https://business.bemidji.org/jobs/)


Powered by  (<http://www.growthzone.com/>)

Your Connection. Your Voice. Your Success.

CONTACT DETAILS

 (218) 444-3541 (tel:2184443541)

 chamber@bemidji.org
(mailto:info@bemidji.org)

(<https://goo.gl/maps/3zdhk6cctzrTBjTW7>)  102 1st Street West, Bemidji, MN 56601
(<https://goo.gl/maps/3zdhk6cctzrTBjTW7>)



HOURS


Monday-Friday: 8 a.m. to 4 p.m.

(<https://www.facebook.com/BemidjiChamber/>) 

(<http://www.instagram.com/bemidjichamber>) 

(<https://twitter.com/bemidjichamber>) 

(<https://www.linkedin.com/company/bemidji-area-chamber-of-commerce>) 

(<https://www.youtube.com/channel/UC5USytr6kXoMuBzCWJmRI9A?app=desktop>) 

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City Day on the Hill



Join us March 11 to advocate for Minnesota cities!

Join fellow city colleagues and League staff for the 2026 City Day on the Hill and help advocate for city priorities at the Capitol! This event will feature updates on important legislative issues impacting cities, tips for advocating on behalf of your city, and opportunities to connect with state policymakers.

NEW LOCATION: This year's City Day on the Hill will be held at the InterContinental Saint Paul Riverfront.

Attend City Day on the Hill to:

- Learn more about important legislative issues impacting Minnesota cities such as housing, bonding, the state budget outlook, and other key priorities
- Hear from state policymakers
- Learn how to effectively advocate for city priorities
- Build relationships with your state legislators
- Connect with League intergovernmental relations (IGR) staff
- Increase the visibility of Minnesota cities as key partners in policymaking

Register today!

Agenda

8:45 – 9:30 a.m.

Welcome & Check-in Open

9:30 – 9:35 a.m.

Welcome Remarks from LMC President Wendy Berry

9:35 – 10:30 a.m.

House and Senate Leaders Panel

Moderator: Jake Loesch, executive director, Citizens League
Panelists to be announced.

Invited: Speaker of the House Lisa Demuth, House DFL Caucus Leader Zack Stephenson, Senate Majority Leader Erin Murphy, and Senate Minority Leader Mark Johnson

10:30 – 10:45 a.m.

Remarks from Governor Tim Walz (Invited)

10:45 – 11 a.m.

Break

11 – 11:30 a.m.

Advocacy Essentials

League's Intergovernmental Relations (IGR) Team

Get ready to make the most of your conversations with state lawmakers. Learn essential tips for effective advocacy — from framing your message and telling your city's story to making a strong, concise ask. The League's IGR team will also walk you through what to expect when navigating the Capitol complex — including any potential security measures — ensuring you feel confident, prepared, and ready to engage.

11:30 a.m. – 12 p.m.

State Budget Outlook

Ahna Minge, state budget director, Minnesota Management and Budget (MMB)

Join MMB State Budget Director Ahna Minge for a high-level overview of the state's budget forecast and fiscal outlook. The discussion will examine how current economic conditions influence Minnesota's debt capacity and capital investment planning, along with a visual walkthrough of General Fund revenues and expenditures. A moderated Q&A discussion will follow.

12 – 12:15 p.m.

Break & Grab Box Lunch

12:15 – 1 p.m.

Legislative Update from the League's IGR Team

Topics will include housing, bonding, and other city priorities.

1 p.m.

Remarks from LMC Executive Director Luke Fischer and Dismissal to Capitol

1:30 – 4 p.m.

Meetings with Legislators

Capitol Hill

Please note that attendees are responsible for scheduling their own meetings with legislators. Need some assistance scheduling a meeting? [Find more information about requesting meetings with legislators](#). Bussing to and from the Capitol will be provided.

4 – 6 p.m.

Evening Reception

InterContinental Saint Paul Riverfront's Great River Ballroom

Return to the InterContinental to connect with League staff and legislators at the end of the day. There will be a cash bar and heavy hors d'oeuvres.

Date and Location

Wednesday, March 11 | InterContinental Saint Paul Riverfront | 11 Kellogg Boulevard East, St. Paul, MN 55101

Fee

\$125

\$99 for cities with populations less than 2,500

Who Should Attend?

City administrators/managers, council members, mayors

Lodging

InterContinental Saint Paul Riverfront

11 Kellogg Boulevard East

St. Paul, MN 55101

Room rate: \$149

Phone: (866) 686-2867

*Reserve your room by **Wednesday, Feb. 18**, to claim the conference rate.*

Parking

Please note the League will not reimburse parking. [View nearby parking options and rates](#).

Requesting Meetings with Legislators

Wondering how to set up a meeting with your legislators? Follow these simple steps:

1. If you don't know who your legislators are, you can type in your city hall address in the [Who Represents Me?](#) website, and it will generate their contact information.
2. You can then call or email them to request a meeting. Some sample language:
 - a. "Hello Rep. or Sen. _____, I am _____. I am a constituent and I work for the city of _____ as a (position). On Wednesday, March 11, I will be at the Capitol as a part of the League of

Minnesota Cities' City Day on the Hill. I am requesting a 30 minute meeting between the time of 1:30-4 p.m. to discuss issues impacting our district and cities. I can be reached at (provide email and phone number). Thank you.”

3. If you have trouble reaching any of your legislators and arranging a meeting, please contact Ted Bengtson at tbengtson@lmc.org or 651-281-1242.
 4. NOTE: Some larger cities fall within multiple legislative districts. You can check this by going to [this page for representatives](#) and [this page for senators](#). On those pages, type “ctrl+f” and type in the name of your city. If it generates more than one result, you have multiple legislators and are encouraged to arrange meetings with each.
-

Your LMC Resource

Event Registration

(651) 281-1200

registration@lmc.org

Cancellations must be sent to registration@lmc.org by Wednesday, March 4, and are subject to a \$50 cancellation fee. No refunds will be made for cancellations received after this date. Please consider sending a substitute if you are unable to attend. Substitutions are permitted up to the day of the event. Please notify the check-in desk of any on-site substitutions.

2026 CGMC *Legislative Action Day*

**WEDNESDAY,
MARCH 25, 2025**

EVENT AGENDA

- 9:00am Registration Begins at the Radisson
- 10:00am Welcome & Introduction
- 10:15am Programming
- 12:00pm Lunch
- 12:15pm Programming
- 1:00pm Lobby at the Capitol Complex*
- 5:00pm Legislative Reception at Mancini's
- 6:00pm Dinner with Legislators

**Members are
responsible for
scheduling their
own meetings*

**REGISTER
NOW!**



**MANCINI'S CHAR HOUSE
531 7TH STREET WEST
ST. PAUL, MN 55102**

5PM COCKTAIL HOUR + 6PM DINNER



*In accordance with state statutes,
all legislators are invited to be our
guests for dinner.*



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CITY COUNCIL AGENDA ITEM



Meeting Date: January 20, 2026
Action Requested: 2026 Street Renewal Project - Public Hearing & Consider Resolution Ordering Project & Authorizing Plans & Specifications - City Project 26-01
Prepared By: Samuel C. Anderson City Engineer/DPW

Background:

On December 15th, 2025, the City Council passed a resolution approving the feasibility report on the proposed 2026 Street Renewal Project. Using a combination of city tax levy, utility funds and assessments this project will reconstruct approximately 0.6 miles of city streets. The next step in the 429 Public Improvement process is to hold a public hearing on the proposed project.

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

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

The feasibility report that was approved recommended the following improvements:

11th Street NW from Rice Avenue NW to Irvine Avenue NW

This road will be completely reconstructed with new bituminous pavement, curb and gutter, driveway aprons, and a short segment of sidewalk. The current street width is 32-36 feet with some segments with no curb and gutter and some with existing curb and gutter. There is currently no sidewalk along the entire segment. Staff are proposing to narrow the road to 30 feet and add curb and gutter the entire length. A sidewalk would be added on the last block from Mississippi Avenue to Irvine Avenue. This would connect the existing sidewalk along Irvine Avenue to Gordon Falls Park. The rest of the segment would have no pedestrian improvements. The street currently doesn't have any parking regulations but is proposed to be signed for "calendar parking" as part of the project.

The 1975 and 1976 water main and PVC sewer mains between Rice Avenue and Jeanette Avenue currently meet our current city standards and are not planned to be replaced. The 1955 6" cast-iron water main is proposed to be replaced with 8" ductile iron pipe. The 1956 10" clay sewer main is proposed to be replaced with 10" PVC. Storm sewer will be added to meet the storm water needs with the newly proposed curb & gutter. Sanitary sewer and water services will be provided to some adjacent properties as part of the project that don't currently have service.

10th Street NW from Jeanette Avenue NW to Park Avenue NW

This road will be completely reconstructed with new bituminous pavement, curb and gutter, driveway aprons. The current street width from Jeanette Avenue to Maurice Avenue is 24 feet

with no curb and gutter and no sidewalk. The current street width from Maurice Avenue to Park Avenue is 30 feet with curb and gutter and no sidewalk. Staff are proposing to make the road a consistent 30 feet wide with curb and gutter. This would provide for calendar parking with no pedestrian improvements. The street currently doesn't have any parking regulations.

The 1975 and 1976 PVC water main and PVC sewer mains between Jeanette Avenue and Maurice Avenue currently meet our current city standards and are not planned to be replaced. The 1950 6" cast-iron water main is proposed to be replaced with 8" ductile iron pipe. The 1940 8" clay sewer main is proposed to be replaced with 8" PVC. Storm sewer will be added to meet the storm water needs with the newly proposed curb & gutter. Sanitary sewer and water services will be provided to some adjacent properties as part of the project that don't currently have service.

Jeanette Avenue NW from 10th Street NW to 11th Street NW

This road will be completely reconstructed with new bituminous pavement, curb and gutter, and driveway aprons. The current street width is 24 feet and doesn't currently have curb & gutter. Staff are proposing to keep the road width 24 feet but add curb and gutter. This would be signed for "no parking" with no pedestrian improvements.

The 1976 ACP water main and PVC sewer mains currently meet our current city standards and are not planned to be replaced. Storm sewer will be added to meet the storm water needs with the newly proposed curb & gutter.

Open House/Neighborhood Meeting

An open house to explain the project to all affected residents was scheduled and held on Tuesday, December 2nd from 4:00 pm – 6:00 pm. We had 4 residents attend and there was mixed feedback on the project. One resident who lived on 11th Street was not in favor of the project entirely. Another resident that lived on 10th Street was not in favor of the project but if they had to pick one of the options they would like to see the parking to remain with no sidewalk. Two other residents were generally in favor of the project but would prefer the options with no sidewalk.

Finances

The estimated cost of the total street reconstruction project is \$1,532,801. These costs include 15% for engineering design, construction inspection, and administration services and an additional 5% for contingency for items that may be adjusted during final design.

Funding sources are proposed to come from the following sources:

Street Assessments	\$ 126,442
General Tax Levy	\$ 535,000
Storm Sewer Fund	\$ 265,050
Sanitary Sewer Utility Fund	\$ 268,679
Sanitary Sewer Assessments	\$ 8,560
Water Utility Fund	\$ 322,650

Water Assessments	\$ 6,420
Construction Fund Reserves	<u>\$ 0</u>
Project Total:	\$1,532,801

Assessments

The project would be assessed per the city’s current assessment policy of \$45/front foot and \$1,070 for each utility service that may be required. Corner lots are assessed for half of the property frontage abutting the project.

11th Street from Rice Avenue NW to Maurice Avenue NW was previously assessed approximately \$15 per linear foot in 1988. Staff are proposing to reduce the current assessment rate of \$45 per linear foot to \$30 for those properties, and \$1,070 for each utility service that may be required. Corner lots are assessed for half of the property frontage abutting the project. Reducing the assessment amount from \$45 to \$30 reduces the overall street assessment for the project by roughly \$15,000.

Attached is the preliminary assessment role for the 2026 Street Renewal Project.

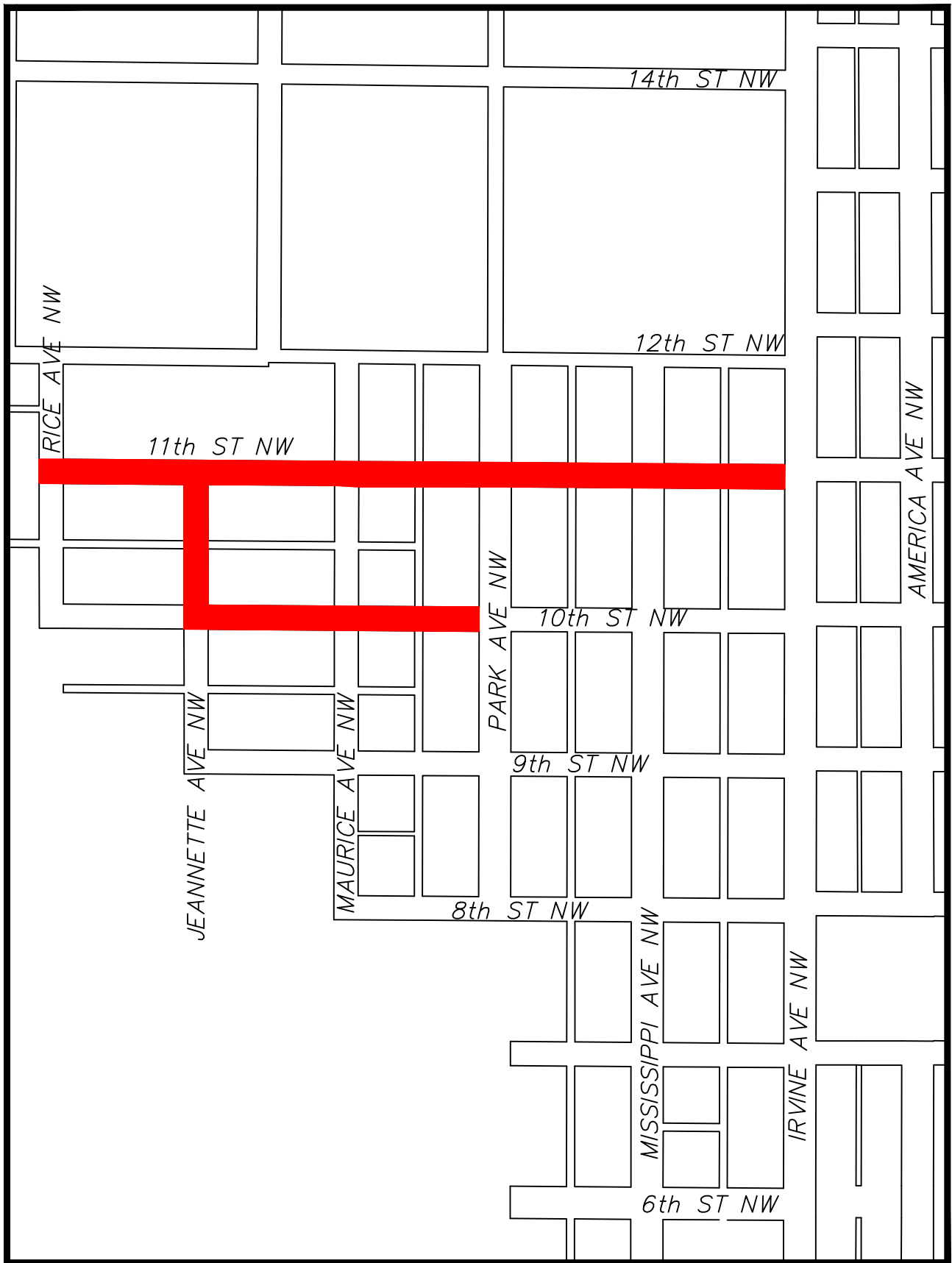
Project Schedule

Engineering plans and specifications have been prepared in-house this winter and the project would go out for bids in late Jan/early February 2026. Construction of the project is scheduled to begin in May and is anticipated to be completed sometime in October 2026.

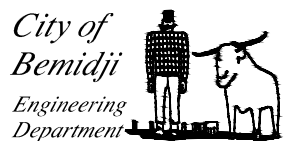
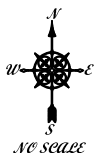
Recommendation:

At the conclusion of the public hearing, it recommended that the city council adopt the attached resolution ordering the project and authorizing the preparation of engineering plans and specifications.

EXHIBIT A



2026 STREET RENEWAL PROJECT



**CITY OF BEMIDJI
PRELIMINARY ASSESSMENT ROLL
2026 STREET RENEWAL PROJECT
CITY PROJECT #26-01**

DATE: DECEMBER 13, 2023
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)	
1101 IRVINE AVE NW C	80.01788.00	MORGAN MORGENSTERN 1101 IRVINE AVE NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
1102 MISSISSIPPI AVE NW C	80.01789.00	CITY OF BEMIDJI 317 4TH ST NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
1023 IRVINE AVE NW C	80.01773.00	LOUIS P ERDRICH 258 JUNIPER LN NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
516 11TH ST NW	80.01782.00	ROBERT J FRAIK 2324 FROHN RD NE BEMIDJI, MN 56601	RATE TOTAL	64.00 \$45.00 \$2,880.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,880.00
522 11TH ST NW C	80.01782.01	DEBRA L BRATVOLD 522 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	37.50 \$45.00 \$1,687.50	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,687.50
1101 MISSISSIPPI AVE NW C	80.01795.00	JODY L GRAU TRUSTEE 923 PARK AVE NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
613 11TH ST NW	80.01868.00	DAVID A NAASTAD 4899 S KITTREDGE ST AURORA, CO 80015	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
621 11TH ST NW C	80.01867.00	MELINDA ANNE ROXSTROM 50799 VINEWOOD RD BEMIDJI, MN 56601	RATE TOTAL	35.00 \$45.00 \$1,575.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,575.00
1021 MISSISSIPPI AVE NW C	80.01796.00	DINA M MICKLE 1021 MISSISSIPPI AVE NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
1022 PARK AVE NW C	80.01857.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 175 W LAFAYETTE FRONTAGE RD ST. PAUL, MN 55107	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
1101 PARK AVE NW C	80.01871.00	GLACIER GROUP LLC 1815 DIVISION ST W BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$4,220.00
723 11TH ST NW C	80.01872.00	CHARLES L MORRISON 723 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	1 \$1,070.00 \$1,070.00	2 \$1,070.00 \$2,140.00	\$6,360.00
1021 PARK AVE NW C	80.01876.00	RYAN P DURGIN 27457 COUNTY 33 NEVIS, MN 56467	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
712 11TH ST NW	80.01899.00	ALEXANDER LOOMIS 1399 OAKDALE AVE WEST ST. PAUL, MN 55118	RATE TOTAL	50.00 \$45.00 \$2,250.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$3,320.00
718 11TH ST NW	80.01898.00	TODD A HAUGEN 12925 IDLEWILD DR NE BEMIDJI, MN 56601	RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,250.00
VACANT C	80.01897.00	LINDA PETERSON TRUSTEE 2801 ARROWWOOD CIR NW BEMIDJI, MN 56601	RATE TOTAL	20.00 \$45.00 \$900.00	0 \$1,070.00 \$0.00	1 \$1,070.00 \$1,070.00	\$1,970.00
1109 MAURICE AVE NW C	80.01922.00	CAIGE A JAMBOR 1109 MAURICE AVE NW BEMIDJI, MN 56601	RATE TOTAL	40.00 \$30.00 \$1,200.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,200.00
807 11TH ST NW	80.01921.00	ALLEN NESTEBY 4712 MILLS DR ANCHORAGE, AK 99508	RATE TOTAL	40.00 \$30.00 \$1,200.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	\$3,340.00
807 11TH ST NW	80.01920.00	ALLEN NESTEBY 4712 MILLS DR ANCHORAGE, AK 99508	RATE TOTAL	50.00 \$30.00 \$1,500.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,500.00
815 11TH ST NW	80.04848.00	LEE A KALKBRENNER 815 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	90.00 \$30.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00
823 11TH ST NW	80.04849.00	TREVOR M WIDDICOMBE 823 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	90.00 \$30.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00
909 11TH ST NW	80.04850.00	CHELSEA A DECKER 909 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	90.00 \$30.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00
925 11TH ST NW	80.04851.00	CHAD K MALTERUD 925 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	90.00 \$30.00 \$2,700.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	\$4,840.00
925 11TH ST NW	80.02289.00	CHAD K MALTERUD 925 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	10.00 \$30.00 \$300.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$300.00
925 11TH ST NW	80.02300.00	CHAD K MALTERUD 925 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	25.00 \$30.00 \$750.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$750.00
925 11TH ST NW	80.02299.00	CHAD K MALTERUD 925 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	25.00 \$30.00 \$750.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$750.00
925 11TH ST NW	80.02298.00	CHAD K MALTERUD 925 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	25.00 \$30.00 \$750.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$750.00
929 11TH ST NW C	80.02296.00	JEFFREY BALLEK 929 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	37.50 \$30.00 \$1,125.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,125.00
804 11TH ST NW C	80.01914.00	IRENE CLAIRE CODER 3623 JACKSON AVE SW BEMIDJI, MN 56601	RATE TOTAL	40.00 \$30.00 \$1,200.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,200.00
806 11TH ST	80.01915.00	RICHARD A SATHERS 806 11TH ST BEMIDJI, MN 56601	RATE TOTAL	90.00 \$30.00 \$2,700.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,700.00

812 11TH ST NW	80.02319.00	GARY C DUDLEY PO BOX 37 KURE BEACH, NC 28449	RATE TOTAL	75.00 \$30.00 \$2,250.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$3,320.00
820 11TH ST NW C	80.02320.00	GARY C DUDLEY PO BOX 37 KURE BEACH, NC 28449	RATE TOTAL	37.50 \$30.00 \$1,125.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,125.00
904 11TH ST NW	80.02311.00	DENISE J SMID 904 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	82.50 \$30.00 \$2,475.00	1 \$1,070.00 \$1,070.00	1 \$1,070.00 \$1,070.00	\$4,615.00
914 11TH ST NW	80.02312.00	LANCE M WELLNITZ 914 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	85.00 \$30.00 \$2,550.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,550.00
922 11TH ST NW C	80.02313.00	DARREN G CARPENTER 922 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	25.00 \$30.00 \$750.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$750.00
1001 PARK AVE NW C	80.01879.00	SCOTT D JORGENSEN 1001 PARK AVE NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
715 10TH ST NW	80.01895.00	TIMOTHY C ANDERSON 715 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,250.00
723 10TH ST NW C	80.03842.00	TRAVIS J HALVERSON 21891 DEBS RD NW SHEVLIN, MN 56676	RATE TOTAL	45.00 \$45.00 \$2,025.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,025.00
923 PARK AVE NW C	80.01880.00	JODY L GRAU TRUSTEE 923 PARK AVE NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
712 10TH ST NW	80.01904.00	FEARLESS PROPERTIES LLC 8911 TARTAN RIDGE DR HUNTERSVILLE, NC 28078	RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,250.00
724 10TH ST NW C	80.01903.00	KAYLA HARTNESS 724 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	45.00 \$45.00 \$2,025.00	1 \$1,070.00 \$1,070.00	0 \$1,070.00 \$0.00	\$3,095.00
805 10TH ST NW C	80.01917.00	DENNIS F FISCHER 805 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	40.00 \$45.00 \$1,800.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,800.00
809 10TH ST NW	80.01916.00	DANIEL DANIELSON 809 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	90.00 \$45.00 \$4,050.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,050.00
813 10TH ST NW	80.02322.00	NORTHSTAR PROPERTIES OF BEMIDJI LLC 2815 BEMIDJI AVE N BEMIDJI, MN 56601	RATE TOTAL	100.00 \$45.00 \$4,500.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,500.00
817 10TH ST NW C	80.02321.00	JOSHUA B SANDMEYER 817 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	25.00 \$45.00 \$1,125.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,125.00
917 MAURICE AVE NW C	80.01908.00	DAKOTA J CLIFTON 917 MAURICE AVE NW BEMIDJI, MN 56601	RATE TOTAL	40.00 \$45.00 \$1,800.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,800.00
810 10TH ST NW	80.01909.00	NRS LP 2533 CALLE DEL ORO LAJOLLA, CA 92037	RATE TOTAL	90.00 \$45.00 \$4,050.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$4,050.00
812 10TH ST NW	80.02323.00	BRIDGETTE L BRANCHAUD 812 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,250.00
814 10TH ST NW	80.02324.00	AMANDA MARIE MATTILA 814 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	50.00 \$45.00 \$2,250.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$2,250.00
818 10TH ST NW C	80.02325.00	AMANDA JO REED 818 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	25.00 \$45.00 \$1,125.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,125.00
817 10TH ST NW C	80.02321.00	JOSHUA B SANDMEYER 817 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
820 11TH ST NW C	80.02320.00	GARY C DUDLEY PO BOX 37 KURE BEACH, NC 28449	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
901 10TH ST NW C	80.02317.00	BRANDI KILDE 901 10TH ST NW BEMIDJI, MN 56601	RATE TOTAL	35.00 \$45.00 \$1,575.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$1,575.00
1011 JEANETTE AVE NW	80.02318.00	HOUSING & REDEVELOPMENT 619 AMERICA AVE NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
904 11TH ST NW C	80.02311.00	DENISE J SMID 904 11TH ST NW BEMIDJI, MN 56601	RATE TOTAL	70.00 \$45.00 \$3,150.00	0 \$1,070.00 \$0.00	0 \$1,070.00 \$0.00	\$3,150.00
TOTALS				\$126,442.50	\$8,560.00	\$6,420.00	\$141,422.50

STREET TOTAL	\$126,442.50	FOOTAGE TOTAL	2,809.83
SEWER TOTAL	\$8,560.00	SEWER SERVICES	8
WATER TOTAL	\$6,420.00	WATER SERVICES	6
TOTAL ASSESSMENT	\$141,422.50		

RESOLUTION NO.

A RESOLUTION ORDERING IMPROVEMENT, DESIGNATING PROJECT ENGINEER, CALLING FOR PREPARATION OF PLANS AND SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS ON IMPROVEMENT

(CITY PROJECT NO. 26-01)

WHEREAS, the Bemidji City Council by Resolution No. 6681, on the 15th day of December, 2025, accepted a feasibility report on City Project No. 26-01 for street improvements along

Street		From/To
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

WHEREAS, at least ten days mailed notice and two weeks published notice of the hearing were given and the hearing was held thereon on the 20th day of January 2026, at which time all persons present were given an opportunity to be heard thereon.

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

1. The Project is hereby ordered.
2. The City Engineer is hereby designated as project engineer for this improvement and is directed to prepare plans and specifications for the making of such improvement.
3. Authorization is given to call for bids on such improvement.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM



Meeting Date: January 20, 2026
Action Requested: Final Reading and Adoption of Ordinance
Prepared By: Michelle Miller, City Clerk (via Flaherty & Hood)

Background:

Ordinance No. ___ establishes a new gas utility franchise by and between the City of Bemidji and Minnesota Energy Resources to ensure that gas services provided by Minnesota Energy Resources continue for the next 20 years prior to the previous ordinance, No. 421 2nd Series, expires in February 2026. The previous ordinance was for 20 years as well; this is standard for such utility franchises.

This ordinance has been negotiated with Minnesota Energy Resources and has been agreed to in its current state. The substance of this ordinance is in substantially the same form as the League of Minnesota Cities model franchise ordinance with additions from the City's Legal Counsel at Flaherty & Hood.

Flaherty & Hood is negotiating the City's remaining utility franchise ordinances, and these remaining ordinances will be presented for City Council approval in the coming weeks.

Recommendation:

Final Reading and Adoption of Ordinance.

GAS FRANCHISE ORDINANCE

ORDINANCE NO. _____, 3RD SERIES

AN ORDINANCE GRANTING TO MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF BEMIDJI, MINNESOTA, A GAS DISTRIBUTION SYSTEM, INCLUDING NECESSARY GAS PIPES, MAINS AND APPURTENANCES, FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES

THE CITY OF BEMIDJI ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Bemidji, Beltrami County, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or an agency thereof, including but not limited to sewer, storm sewer, street lighting and traffic signals. and water services, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of the Gas Facilities subject to this franchise.
- 1.5 **Gas.** “Gas” as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.
- 1.6 **Gas Facilities.** Gas transmission and distribution pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public or private use.
- 1.7 **Notice.** A written notice served by one party on the other party. Notice to Company shall be mailed to Minnesota Energy Resources, Attn: Senior External Relations Manager, 2685 145th Street, Rosemount, MN 55068. Notice to the City shall be mailed to the City Clerk, 317 4th Street NW, Bemidji, MN 56601. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and is not a Public Way.

1.9 **Public Way.** Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

SECTION 2. **ADOPTION OF FRANCHISE.**

2.1 Grant of Franchise. The City hereby grants the Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to transmit, furnish, and sell Gas energy for light, heat, power and other similar purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of the City, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements, and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by the Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement, seek its enforcement in a court of competent jurisdiction or pursue other remedies in law or in equity if the Company does not file a written acceptance with the City within 90 days after publication. Each party is responsible for its own legal fees incurred related to granting of this Franchise.

2.3 Service and Rates. The service to be provided and the rates to be charged by the Company for Gas service in the City are subject to the jurisdiction of the Commission.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by the City and reimbursed to the City by the Company within 30 days of invoicing by the City.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the date of written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court in Beltrami County to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

2.6 Continuation of Franchise. If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the term set forth in Section 2.1, unless

an extension is otherwise agreed in writing by the City and the Company in which case the franchise may be extended up to an additional six months.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Gas Facilities shall be located, constructed, installed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities shall be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Gas Facilities shall be subject to permits or such other requirements as provided by separate ordinance or law and to other reasonable regulations of the City imposed pursuant to ordinance, rule or statute to the extent not inconsistent with the specific terms of this franchise agreement.

3.2 Field Locations. The Company shall provide field locations for its underground Gas Facilities within the City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. The Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such emergency event, the Company shall notify the City by telephone, email or similar notice to the office designated by the City as soon as practicable, but before commencement of the emergency repair, if reasonably possible. Within a reasonable time period thereafter, the Company shall apply for any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, the Company shall restore the same in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the same, including but not limited to paving and its foundation, to as good a condition as formerly existed and shall repair any defects in a repair to maintain the formally existing condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City or its agent. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4. The City reserves the right to require a construction performance bond or other form of security acceptable to the City for new Facilities installation, relocation, replacement, or repairs, when the Company's completion of its work is required in order for the City to proceed with its work for constructing a public improvement project in the Public Way or additionally as allowed by applicable State statutes or rules consistent with the provisions of Minnesota Rules, parts 7819.3000 and 7819.0100, subpart 6.

3.5 Avoid Damage to Gas Facilities. The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable notice by the City of such work prior to its commencement. Nothing in this Ordinance relieves any person, including the Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities or other persons or property while performing any activity.

3.6 Notice of Improvements. The City must give the Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to the Company a sufficient length of time in advance of the actual commencement of the work to permit the Company to make any necessary additions, alterations, relocation, or repairs to its Gas Facilities the Company deems necessary.

3.7 Mapping Information. The Company must promptly provide mapping information for any of its underground Gas Facilities in accordance with Minnesota Rules parts 7819.4000 and 7819.4100, as the same may be amended from time to time.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. The Company shall comply with Minnesota Rules, part 7819.3100 and applicable law, and any applicable City ordinances consistent with law regarding relocation of Gas Facilities in Public Ways.

4.2 Relocation of Gas Facilities in Public Ground. The City may require the Company, at the Company's expense, to relocate or remove its Gas Facilities from Public Ground upon a finding by the City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable ordinances consistent with law.

4.3 Projects with Federal Funding. The City shall not order the Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to the Company; provided however, that the City is obligated to pay the Company only for those portions of its relocation costs for which the City has actually received federal funding specifically allocated for the relocation costs in the amount requested by the Company for such relocation costs. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to the Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by the Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or the Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities installed hereunder, provided that the Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City. The Company shall provide the City with reasonable notification prior to any proposed trimming other than trimming resulting from an emergency.

SECTION 6. INSURANCE AND INDEMNIFICATION.

6.1 Insurance. The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits shall be those contained in the Company's insurance certificate, applicable law, or as follows, whichever are greater:

- \$2,000,000 – per occurrence
- \$5,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the City a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

6.2 Indemnity of City. The Company shall indemnify, keep, save, insure and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, relocation, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work.

6.3 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein

the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way containing Gas Facilities. The City and the Company shall comply with Minnesota Rules, part 7819.3200 and applicable ordinances consistent with law applicable to right-of-way vacation. Pursuant to Minnesota Rules, Part 7819.3200, if the City vacates a Public Way that contains Gas Facilities of Company and the vacation requires the relocation of the Company's Gas Facilities, payment of the relocation costs must be determined as follows: (1) if the vacation proceedings are initiated by Company, Company must pay the relocation costs; (2) if the vacation proceedings are initiated by the City for a public project, Company must pay the relocation costs unless otherwise agreed to by the City and Company; or (3) if the vacation proceedings are initiated for the purpose of benefiting a person other than Company, the benefited person must pay the relocation costs. Except where required for a City project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive the Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company by the nongovernmental entity in favor of whom the vacation was granted. In no case, however, shall the City be liable to the Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of the Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1. Form. At any time during the term of this franchise hereby granted, and in addition to any permit fees being imposed or that the City has a right to impose on the Company, the City may charge the Company a franchise fee by separate ordinance. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City's required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City. The City will attempt to accommodate

the Company, but is under no franchise obligation to adopt the Company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed franchise fee.

9.2. Separate Ordinance. The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The fee shall not become effective until the beginning of a Company billing month at least ninety (90) days after written notice enclosing such adopted ordinance has been served upon the Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to interpretation or enforcement of the separate ordinance.

9.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

9.3.1 “Customer Class” shall refer to the classes listed on the Fee Schedule and as defined or determined in Company’s gas rate book on file with the Commission.

9.3.2 “Fee Schedule” refers to the schedule setting forth the formula and/or various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its gas tariffs after the effective date of this franchise agreement.

9.3.3 “Gross Revenues” means all sums, excluding any surcharge or similar addition to the Company’s charges to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, received by the Company from the sale of gas to its retail customers within the corporate limits of the City.

9.4. Collection of Fee. The franchise fee shall be payable not less than quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made. The payment shall be due in accordance with the Franchise Fee Ordinance or on the last business day of the month following the period for which the payment is made, whichever occurs first. The franchise fee formula may be changed from time to time, however, each change shall meet the same notice requirements and not occur more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company’s determination of the franchise fee payments.

9.5. Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of gas within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon or new franchise.

9.6. Continuation of Franchise Fee. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon

subject to the franchise expiration as provided in section 2.6 above. If a subsequent franchise ordinance is approved continuing the Franchise, the then existing franchise fee ordinance shall remain in full force and effect without additional action by City and subject to future changes as authorized in the successor franchise ordinance.

SECTION 10. ABANDONED FACILITIES.

The Company shall comply with City ordinances to the extent consistent with state law, Minnesota Statutes, Sections 216D.01, et seq., and Minnesota Rules Part, part 7819.3300, as they may be amended from time to time. Subject to applicable law, the Company may abandon its underground gas facilities in place, provided, at the City's request and at the Company's expense, the Company will remove abandoned metal, or concrete encased conduit or pipes interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 11. SAFETY AND INFRASTRUCTURE REPORTING.

The Company and the City, upon written request by the City or Company, shall meet at a mutually convenient time to discuss items of concern or interest relating to the Company's safety and service reliability in the previous year, compared to other service areas, infrastructure plans for the coming year and other matters raised by the City or the Company. Upon request and subject to Minnesota Statutes, c. 13 and other applicable law and rules, the Company shall provide commercially-reasonable, non-confidential data that identifies aging infrastructure within the City that may need replacement and the Company's plans for replacement.

SECTION 12. PROVISIONS OF ORDINANCE.

12.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part provided, however, that if the City is unable to enforce its franchise fee provisions for any reason, the parties agree to negotiate in good faith to substitute, to the extent reasonably possible, amended provisions that validly carry out the primary purpose of the invalid provisions. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

12.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 13. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the

amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

SECTION 14. PREVIOUS FRANCHISES SUPERSEDED.

This Franchise supersedes any previous Gas franchise granted to the Company or its predecessor. Ordinance No. 421, 2nd Series, of the City of Bemidji, Minnesota, is hereby repealed as of the effective date of this Ordinance. Ordinance No. 103, 3rd Series, of the City of Bemidji, Minnesota, shall remain in full force and effect on the effective date of this Ordinance such that there shall be no gap in the collection and payment of the required franchise fees.

Yeas:
Nays:
Absent:

First Reading:
Public Hearing:
Final Reading:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM



Meeting Date: January 20, 2026
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. 229, 3rd SERIES: AN ORDINANCE GRANTING TO MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF BEMIDJI, MINNESOTA, A GAS DISTRIBUTION SYSTEM, INCLUDING NECESSARY GAS PIPES, MAINS AND APPURTENANCES, FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

This Ordinance was approved by the City Council on Tuesday, January 20, 2026. 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: January 20, 2026

Action Requested: Seeking support from the Bemidji City Council for the collaboration between the Bemidji Fire Department and Lead for Inclusion.

Prepared By: Justin Sherwood, Fire Chief

Background:

See attachment

Recommendation:

Support the creation of "Inclusive Fire Brigade"



BEMIDJI FIRE DEPARTMENT

318 5th Street NW • Bemidji, MN 56601 • 218-751-8001

Justin M. Sherwood
Fire Chief
firechief@ci.bemidji.mn.us

Michael K. Yavarow, Jr
Deputy Fire Chief
firecode@ci.bemidji.mn.us

Members of the Bemidji City Council,

I am writing to seek support for a collaborative initiative between the Bemidji Fire Department and Lead for Inclusion to develop an Inclusive Fire Brigade program.

The goal is to expand access to the fire service for individuals with disabilities by creating meaningful, structured opportunities for participation, training, and engagement. The Inclusive Fire Brigade will not replace operational firefighting roles. Instead, it will complement our department by promoting inclusion, education, and community connection while supporting Bemidji's commitment to equity and public service.

The Inclusive Fire Brigade appears to be a first-of-its-kind program developed by a municipal fire department in collaboration with a well-known inclusion organization. This project reinforces Bemidji's leadership by demonstrating how public safety agencies can innovate while staying focused on their mission and serving the community.

Lead for Inclusion creates accessible and welcoming communities through inclusive youth development. By elevating and supporting young leaders of diverse abilities, the organization works to remove barriers to belonging and expand opportunities for inclusive employment, civic engagement, and social participation for individuals of all abilities. This partnership ensures the Inclusive Fire Brigade is developed using best practices in inclusion, safety oversight, mentorship, and community engagement.

Members of the Inclusive Fire Brigade will gain exposure to the Bemidji Fire Department's operations. In addition, they will develop skills in teamwork, leadership, and community engagement in a safe, supportive environment.

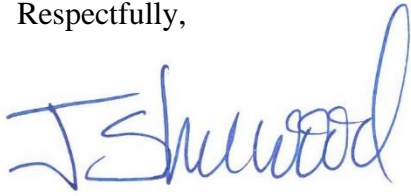
Support from City Council is critical to the success of this collaboration in many ways:

- Supports Bemidji's commitment to inclusion and accessibility
- Strengthen community trust and engagement with the fire department
- Support innovative programming that reflects the diverse needs of our residents
- Positions Bemidji as a regional and national leader in inclusive public safety initiatives

The Bemidji Fire Department remains committed to protecting life, property, and the environment with honor, integrity, and compassion. This initiative provides an opportunity to extend that mission beyond emergency response by creating a path for participation, leadership development, and a sense of belonging.

Thank you for your continued support of the Bemidji Fire Department and for considering this request. We look forward to our short, informative presentation and welcome the opportunity to provide additional information or answer any questions as this initiative moves forward.

Respectfully,

A handwritten signature in blue ink that reads "Justin Sherwood". The signature is written in a cursive, flowing style.

Justin Sherwood
Fire Chief