

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 2, 2026

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



ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PROCLAMATION

- 1) Minnesota Food Share Month

AMENDMENTS TO THE AGENDA

MINUTES

- 2) January 26, 2026 Work Session
February 2, 2026 Council Meeting

CONSENT AGENDA #1

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.

- 3) Claims Submitted by Finance Officer in the Amount of \$634,987.99
- 4) Claims Submitted by Legends Global for the Sanford Center in the Amount of \$78,532.28
- 5) Approve January Financials from Legends Global for the Sanford Center
- 6) 2026 Business License Approvals
- 7) Approve Special Event Permit for Walleye Classic (June 13)
- 8) Approve Special Event Permit for One Voice (June 13)
- 9) Approve Appointment to the Library Board
- 10) Approve Nymore Tennis Court Resurfacing Quote with Morrison Sealcoat (\$25,400.00)
- 11) Approve Non-DOT Drug and Testing Policy and DOT Drug and Testing Policy
- 12) Approve Amended Legal Services Agreement Between Airport Authority and City of Bemidji
- 13) Approve MOU with Local #49 Dated February 2, 2026
- 14) Approve Creation of Council Budget Committee and Appoint Members

CONSENT AGENDA #2

- 15) Claims Submitted by Finance Officer to VisitBemidji in the Amount of \$38,923.68

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) Public Hearing of an Ordinance Granting to Beltrami Electric Cooperative, Inc. Permission to Construct, Operate, Repair and Maintain in the City of Bemidji an Electric Distribution System (Franchise)

ORDINANCES

- 17) First Reading of an Ordinance Granting to Beltrami Electric Cooperative, Inc. Permission to Construct, Operate, Repair and Maintain in the City of Bemidji an Electric Distribution System (Franchise)

REPORT

- 18) 100% Graduation Initiative (John Eggers)
- 19) Heritage Preservation Commission

COUNCIL COMMITTEE REPORTS

CLOSED MEETING

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

REOPEN MEETING

CLOSED MEETING

Consider Potential Closed Session Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(c) to (1) determine the asking price for real or personal property to be sold by the government entity; (2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property. The property to be discussed is Parcel No. 80.00461.03 on Norris Court NW.

- 20) Consider Closed Meeting

REOPEN MEETING

UPCOMING MEETINGS

- 21) March 9, 2026 (5:30 p.m.) - Planning Board
- March 16, 2026 (6:00 p.m.) - Council Meeting
- March 23, 2026 (5:30 p.m.) - Work Session

ADJOURN

MEMBER ATTENDING REMOTELY

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

Proclamation

WHEREAS, food insecurity affects thousands of Minnesotans, including residents of Bemidji and the greater Beltrami County area, and access to nutritious food is fundamental to the health and dignity, and well-being of every community member; and

WHEREAS, the Minnesota FoodShare March Campaign is the largest grassroots food and fund drive in the state, uniting communities, businesses, congregations, schools, and individuals each March to stock the shelves of local food shelves and hunger-relief organizations; and

WHEREAS, local food shelves depend on the generosity of community donations to meet the growing needs of our neighbors, and every contribution — whether food, funds, or time — makes a direct difference in the lives of Bemidji residents; and

WHEREAS, the City of Bemidji proudly recognizes the extraordinary contributions of the volunteers, donors, and partner organizations whose compassion and dedication ensure that no neighbor goes without; and

WHEREAS, the City of Bemidji is committed to fostering a compassionate and caring community where all residents are supported and encouraged to look out for one another in times of need;

NOW, THEREFORE, BE IT RESOLVED, I Jorge Prince, Mayor of the City of Bemidji, do hereby proclaim the month of March as:

Minnesota Food Share Month

in the City of Bemidji, and urge all residents, businesses, congregations, and organizations to participate in the Minnesota FoodShare March Campaign by donating food and funds to their local food shelf, helping to ensure that every member of our community has access to the nourishment they need and deserve.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL CITY OF BEMIDJI SEAL.

Jorge S. Prince, Mayor of Bemidji

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Work Session – January 26, 2026

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, January 26, 2026 at 5:30 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

Upon roll call, the following Councilmembers were declared present: Prince, Fiskevold Gould (5:35), Peterson, Dickinson, Rivera, Eaton, Thayer.

Present: Rich Spiczka, Michelle Miller, Donna Coe, Sam Anderson

Purpose of Work Session: Discuss 2026 legislative priorities and city initiatives.

2026 Legislative Priorities and City Initiatives

City Manager Spiczka outlined two items: (1) legislative advocacy items to bring to various legislative events, and (2) internal initiatives requiring council direction and prioritization.

Legislative Priorities Discussion

- The Council expressed broad support for seeking legislative flexibility to allow Sanford Center local sales tax surplus to be used for capital improvements rather than only early debt retirement, and for exploring authorization of a local food and beverage (special use) tax to support the Sanford Center and related infrastructure. Recognized that deadline for local sales tax submissions will likely be missed in 2026, so some work will be geared toward 2027 positioning.
- The Council reviewed two draft bills from Representative Duran—to increase Disaster Relief Fund reimbursements from 75% to 100%, and to exempt materials used for storm repair from sales tax—and indicated support for advocating for these measures, along with additional state support for long-term storm recovery, including tree replacement, parks, boulevards, and fire services.
- Councilmembers emphasized the need to leverage local housing studies to advocate for rehabilitation funding for aging, lower-income housing stock and to highlight state and federal cost shifts onto city budgets, particularly in public safety and emergency services.
- Position the city for bonding on Adams Avenue water/sewer extension project to create a loop/redundancy, address dead-end vulnerabilities. Also discussed bonding for Fire Hall, City Hall, and downtown infrastructure projects.
- The Council reached consensus in opposing one-size-fits-all statewide zoning mandates and reaffirmed support for local control.
- Members also supported including childcare facility grants and childcare economic development funding in the legislative agenda.
- Members discussed improving coordination with local legislators to discuss and set legislative priority setting and meeting sooner to adopt city legislative priorities.

Staff will follow-up at a future work session with a compiled list for council adoption.

City Initiatives Discussion

- Revisit the rental ordinance (with rental inspector input). Address ongoing rental condition complaints and better balance landlord accountability with support for improvements.
- Improve sidewalk snow removal outcomes using more incentive-based approaches plus targeted enforcement.
- Proactively grow the tax base through reduced regulatory barriers (parking, lot sizes, ADUs, starter homes). Adopt developer-friendly policies, including in the industrial park and a more assertive annexation strategy where appropriate.
- Continue to pursue public-private partnerships (similar to the railroad corridor/YMCA and BISC/Nielson Reise projects).
- Members called for a comprehensive assessment of city-owned buildings and other assets, and integration of those findings into the Capital Improvement Plan (including tracking how many years projects have remained unfunded).
- Advance decisions on selling surplus city land.
- Elevate emergency preparedness planning.
- Plan a work session in 2026 on the Sanford Center ASM contract that expires March 2027 to review options.

ADJOURN

There being no further business, motion by Fiskevold Gould, seconded by Dickinson, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 6:54 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – February 2, 2026

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, February 2, 2026, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Pro Tem Peterson presiding.

Upon roll call, the following Councilmembers were declared present: Prince (Webex-out of town), Fiskevold Gould, Peterson, Dickinson, Rivera, Eaton, Thayer

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

AMENDMENTS TO AGENDA

Mayor Pro Tem Peterson called for any amendments to the agenda. **Motion by Thayer, seconded by Eaton, approving the agenda as amended. Motion carried by the following roll call vote: Yeas: Dickinson, Fiskevold Gould, Prince, Eaton, Peterson, Thayer, Rivera.**

MINUTES

The following minutes were presented for approval:
December 15, 2025 Council Meeting

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

CONSENT AGENDA #1

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

1. Claims Submitted by Finance Officer in the Amount Of \$657,847.00
2. Claims Submitted by Legends Global for the Sanford Center in the Amount of \$111,300.69
3. Approve December Financials from Legends Global for the Sanford Center
4. 2026 Business License Approvals
5. Approve Appointment of Barbara Lottmann to the Community and Police Advisory Board
6. Approve Appointments of Sandra Cook and Samantha Evans to the Housing and Redevelopment Authority (HRA)
7. Approve Appointments of Kurt Knott and Lisa Miller to the Sanford Center Advisory Board Finance Subcommittee
8. Approve Engagement Letter Agreement with Baker Tilly
9. **RESOLUTION NO. 6686:** Adopting 2026 Pay Scales for Non-Union Part-Time and Seasonal Staff

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

CONSENT AGENDA #2

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

1. Claims Submitted by Finance Officer to Visit Bemidji in the Amount of \$38,132.42

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

CITIZENS WITH BUSINESS NOT ON AGENDA

- No appearance.

COUNCIL COMMITTEE UPDATES

- Councilmember Fiskevold Gould missed Sanford Center Advisory Board meeting due to illness. Attended BSU Student Senate; discussed Ward 1 polling location changes and interest in an on-campus polling place. Reported Student Senate is forming a campus committee to develop an on-campus incident response plan.
- Councilmember Thayer attended first Community Police Advisory Board meeting; one new member approved; three vacancies remain. Board discussed roles and duties of the Police Chief and coordination with state/federal law enforcement. Missed Bemidji Downtown Alliance meeting due to illness.
- Councilmember Rivera reported no HRA meeting due to lack of a quorum; noted new HRA appointments of Sandy Cook and Samantha Evans. Upcoming Parks meeting will review bylaws.
- Councilmember Eaton reported on a special meeting of the Library Board stating they will adjust its budget and hours due to county funding shortfall. Board seeks to bring approximately \$600,000 in trust and fund assets under City holding for library needs.
- Councilmember Dickinson had no report.
- Mayor Prince attended Sanford Center Advisory Board meeting, election of officers. LMCIT Board retreat, bylaw changes to limit number of LMC members on the board.
- Councilmember Peterson had no report.

UPCOMING MEETINGS

- February 9, 2026 (5:30 p.m.) - Planning Board
- February 16, 2026 - HOLIDAY
- February 17, 2026 (6:00 p.m.) - Council Meeting/Annual State of the City Address
- February 23, 2026 (5:30 p.m.) - Work Session (Council Committees/Budget Committee Discussion)

ADJOURN

There being no further business, motion by Thayer, seconded by Dickinson, to adjourn the meeting. Motion carried by the following roll call vote: Yeas: Peterson, Thayer, Fiskevold Gould, Prince, Rivera, Eaton, Dickinson. Meeting adjourned at 6:12 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

Bill List Summary

March 2nd, 2026

| <u>Check /Wire</u> | <u>Vendor</u> | <u>Amount</u> |
|--------------------|-------------------|-------------------|
| 44524 - 44602 | See Attached List | <u>634,987.99</u> |
| | | \$634,987.99 |
| | TOTAL | \$634,987.99 |

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 02/25/2026 - 11:16AM
Warrant Request Date: 3/3/2026
DAC Fund:



Batch: 00403.03.2026

COUNCIL BILL LIST

| Line | Claimant | Voucher No. | Amount |
|------|--------------------------------------------------|-------------|------------|
| 1 | 106 Group | 000044524 | 1,112.50 |
| 2 | Acme Tools-Bemidji | 000044525 | 475.48 |
| 3 | American Engineering Testing, Inc. | 000044526 | 8,700.00 |
| 4 | American Pressure North | 000044527 | 90.00 |
| 5 | ANOVA | 000044528 | 14,306.28 |
| 6 | Artisan Beer Company | 000044529 | 651.45 |
| 7 | Ascentek, Inc. | 000044530 | 2,155.48 |
| 8 | AT&T | 000044531 | 805.00 |
| 9 | Auto Value Bemidji | 000044532 | 43.22 |
| 10 | Avila,Claire | 000000000 | 23.00 |
| 11 | Battery Wholesale Inc-Bemidji | 000044533 | 206.54 |
| 12 | Bellboy Corporation | 000000000 | 2,077.35 |
| 13 | Beltrami County Auditor/Treasurer | 000044534 | 208,600.05 |
| 14 | Bemidji Coca-Cola Bottling Co, Inc | 000044535 | 571.96 |
| 15 | Bemidji Paper Sales, Inc. | 000044536 | 1,730.49 |
| 16 | Bernick's | 000000000 | 22,233.01 |
| 17 | Bessler Electric | 000000000 | 1,050.62 |
| 18 | Bob's Econo Pump | 000044537 | 235.00 |
| 19 | Bound Tree Medical, LLC | 000044538 | 607.02 |
| 20 | Breakthru Beverage Minnesota Beer, LLC | 000044539 | 175.00 |
| 21 | Breakthru Beverage Minnesota Wine & Spirits, LLC | 000044540 | 7,538.70 |
| 22 | Campus Recreation | 000044541 | 1,768.50 |
| 23 | Carquest Auto Parts-Bemidji | 000044542 | 50.92 |
| 24 | Cenex Fleecard | 000044543 | 23,261.52 |
| 25 | Cleaning Maid Simple | 000000000 | 1,780.00 |
| 26 | CM2 Supply | 000044544 | 196.34 |
| 27 | Column Software PBC | 000044545 | 99.57 |
| 28 | Crysteel Truck Equip., Inc | 000044546 | 228.59 |
| 29 | CSG Forte Payments, Inc. | 000000000 | 610.37 |
| 30 | Cummins Sales and Service | 000044547 | 383.16 |
| 31 | Dahlheimer Beverage Brainerd | 000000000 | 4,048.45 |
| 32 | DEMCO | 000000000 | 46.02 |
| 33 | Drivers License Guide Company | 000044548 | 52.00 |
| 34 | D-S Beverages | 000044549 | 32,558.10 |
| 35 | Echo Data Analytics | 000044550 | 7,650.00 |
| 36 | Fed Ex | 000044551 | 75.06 |
| 37 | Ferguson Waterworks #2516 | 000044552 | 689.99 |
| 38 | Forestedge Winery | 000000000 | 828.00 |
| 39 | Forum Communications Company | 000000000 | 740.00 |
| 40 | GFL Environmental Services USA, LLC | 000044553 | 281.63 |
| 41 | Gopher State One-Call | 000000000 | 81.05 |
| 42 | Greater Minnesota Parks & Trails | 000044554 | 265.00 |
| 43 | Gustafson & Goudge Inc | 000044555 | 4,500.00 |
| 44 | Hanks,Noah | 000000000 | 23.00 |

Page Total: \$353,605.42

| Line | Claimant | Voucher No. | Amount |
|------|--------------------------------------|-------------|-----------|
| 45 | Hawkins, Inc. | 000044556 | 27,339.93 |
| 46 | HBI Radio Bemidji | 000044557 | 168.00 |
| 47 | Innovative Office Solutions, LLC | 000044558 | 138.90 |
| 48 | Ironhide Equipment, Inc. | 000000000 | 10,681.97 |
| 49 | Jim Hirt Trucking, Inc | 000044559 | 1,402.24 |
| 50 | Joe's Northwoods Pest Control | 000044560 | 107.50 |
| 51 | Johnson Bros., Inc. | 000044561 | 23,828.97 |
| 52 | Jon's Refuse Solutions, Inc | 000044562 | 2,617.06 |
| 53 | Joyce,Alexis | 000000000 | 451.40 |
| 54 | Kemmer Electric | 000044563 | 1,612.71 |
| 55 | Klockow Brewing Company | 000044564 | 135.00 |
| 56 | Larry's Machine Shop | 000044565 | 1,071.07 |
| 57 | Leffelman,Michelle | 000000000 | 63.00 |
| 58 | Loucks | 000044566 | 5,483.50 |
| 59 | Lovold,Ryan | 000044567 | 500.00 |
| 60 | Macqueen Emergency Group | 000000000 | 1,687.48 |
| 61 | Maid In Bemidji, Inc. | 000000000 | 600.00 |
| 62 | Marco Technologies LLC | 000044568 | 201.07 |
| 63 | Marco, Inc. | 000000000 | 509.91 |
| 64 | Mastin, Mike | 000000000 | 51.00 |
| 65 | Maverick Beverage Company | 000044569 | 768.50 |
| 66 | McKinnon Co., Inc. | 000044570 | 16,388.02 |
| 67 | McMaster-Carr Supply Co. | 000000000 | 286.86 |
| 68 | Menards-Bemidji | 000044571 | 343.56 |
| 69 | Minnesota Pump Works | 000044572 | 3,236.52 |
| 70 | MN Dept of Health | 000044573 | 14,900.00 |
| 71 | MN Dept of Revenue ACH | 000000000 | 73,060.00 |
| 72 | MN Energy Resources | 000000000 | 7,028.79 |
| 73 | MN Secretary of State - Notary | 000044574 | 120.00 |
| 74 | MoeCo Fire & Safety | 000044575 | 450.75 |
| 75 | NAPA Auto Parts/Premier | 000044576 | 408.21 |
| 76 | Nature's Edge Garden Center | 000044577 | 3,342.06 |
| 77 | Naylor Heating & Refrigeration, LLC | 000000000 | 490.68 |
| 78 | Nei Bottling, Inc. | 000044578 | 243.86 |
| 79 | Northland Fire Protection | 000044579 | 625.00 |
| 80 | NTERTAINMENT LLC | 000044580 | 550.00 |
| 81 | Paul Bunyan Communications | 000044581 | 3,158.14 |
| 82 | Paustis & Sons | 000044582 | 2,006.00 |
| 83 | Peterson Sheet Metal, Inc. | 000000000 | 4,501.30 |
| 84 | Phillips Wine & Spirits | 000044583 | 21,220.82 |
| 85 | RITE | 000044584 | 2,451.00 |
| 86 | RMB Environmental Laboratories, Inc. | 000044585 | 1,256.09 |
| 87 | Roger's Two Way Radio, Inc. | 000044586 | 882.60 |
| 88 | Sand Creek Group, LLC | 000044587 | 5,121.69 |
| 89 | Short Elliott Hendrickson, Inc. | 000044588 | 850.47 |
| 90 | Small Lot MN | 000044589 | 1,011.96 |
| 91 | Snap-on Industrial | 000044590 | 138.90 |
| 92 | Southern Glazer's of MN | 000044591 | 7,026.21 |
| 93 | Southside Tow & Rec, Inc | 000044592 | 697.08 |
| 94 | Spencer,Kole | 000000000 | 129.99 |
| 95 | Stittsworth,Diana | 000000000 | 65.61 |
| 96 | Summit Fire Protection | 000044593 | 805.00 |
| 97 | Sunbelt Rentals, Inc. | 000044594 | 14,782.75 |
| 98 | T & K Outdoors, Inc. | 000044595 | 525.00 |
| 99 | Tennant Sales and Service Company | 000000000 | 619.20 |
| 100 | The Wine Company | 000044596 | 689.00 |
| 101 | Uline | 000044597 | 323.27 |

Page Total: \$269,155.60

| Line | Claimant | Voucher No. | Amount |
|--------------|----------------------------------|--------------------|---------------|
| 102 | UPS Store | 000044598 | 94.29 |
| 103 | US Bank Merchant Billing | 000000000 | 487.61 |
| 104 | USA Bluebook | 000044599 | 181.89 |
| 105 | Vesco, Inc. | 000000000 | 2,334.36 |
| 106 | Vestis | 000044600 | 1,745.51 |
| 107 | Vinocopia, Inc. | 000000000 | 3,842.75 |
| 108 | Wine Merchants | 000044601 | 1,449.80 |
| 109 | Witmer Public Safety Group, Inc. | 000044602 | 461.03 |
| 110 | Ziegler, Inc. | 000000000 | 1,629.73 |
| | | | \$12,226.97 |
| Page Total: | | | |
| | | | \$634,987.99 |
| Grand Total: | | | |

**Sanford Center
Cash Requirements
As of Mar 3, 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 |
|---------------------------------------|----------------------------------------------------------|----------------|-------------------|
| Advanced Business Integrations | Timeclock Software | 2/18/26 | 545.54 |
| ADP, Inc | Payroll Software | 2/13/26 | 1,788.14 |
| Amanda Schackman | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Bemidji Coca-Cola Company | Inventory - Beverage | 2/13/26 | 891.00 |
| Bemidji Coca-Cola Company | Inventory - Beverage | 2/20/26 | 268.32 |
| Bemidji Coca-Cola Company | Bemidji Coca-Cola Company | | 1,159.32 |
| Bemidji Community Arena Corp | Ice Rental - BSU Hockey Displacement Reimbursable | 2/19/26 | 1,035.00 |
| Bemidji Lumberjack Softball | NPO Payment | 2/14/26 | 496.48 |
| Brandon Mack | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Bridgepay Network Solutions | Merchant Gateway Fee | 2/20/26 | 19.95 |
| City of Bemidji | Contracted Police Security Reimbursable | 2/2/26 | 4,400.00 |
| City of Bemidji | Contracted Police Security Reimbursable | 2/2/26 | 962.50 |
| City of Bemidji | City of Bemidji | | 5,362.50 |
| Dacotah Paper Co | Janitorial Supplies | 2/17/26 | 1,947.21 |
| Dacotah Paper Co | Inventory - F&B Paper | 2/24/26 | 162.08 |
| Dacotah Paper Co | Dacotah Paper Co | | 2,109.29 |
| Ethan Rogers | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Fastenal Company | Basketball Floor Repair | 2/10/26 | 17.88 |
| Hard Target, Inc. | Contracted EMT & Security Reimbursable | 2/16/26 | 5,700.00 |
| HBI Radio Bemidji | Show Marketing Reimbursable | 1/31/26 | 297.00 |
| Heidi Neese | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Janine Johnson | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Jason Larimer | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Kalley Dynes Levin | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Legends Global | February Management Fee | 2/13/26 | 10,609.00 |

**Sanford Center
Cash Requirements
As of Mar 3, 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 |
|--------------------------------------|------------------------------------------|----------------|-------------------|
| Legends Global | Annual Altum Maintenance Software | 2/19/26 | 4,948.00 |
| Legends Global | Legends Global | | 15,557.00 |
| Lexi Mudrick | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Lil' Bitty Donuts LLC | Contracted F&B Vendor Payment | 2/23/26 | 2,276.31 |
| Luekens Village Foods - North | Inventory - Food | 2/15/26 | 11.96 |
| Luekens Village Foods - South | Inventory - Food | 2/13/26 | 46.84 |
| Luekens Village Foods - South | Inventory - Food | 2/21/26 | 11.90 |
| Luekens Village Foods - South | Inventory - Food | 2/24/26 | 137.23 |
| Luekens Village Foods - South | Luekens Village Foods - South | | 195.97 |
| Meyers SignSource | Door Signs - Arena Suite Doors | 2/18/26 | 298.38 |
| Morgan Skiles | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Nate Anderson | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| NLFX Professional | Contracted AV Reimbursable | 2/17/26 | 180.00 |
| OtterTail Power Company | Utility - Electric | 2/24/26 | 32,829.60 |
| Performance Food Group | Inventory - Food | 2/11/26 | 1,841.15 |
| Performance Food Group | Inventory - Food | 2/13/26 | 833.34 |
| Performance Food Group | Inventory - Food | 2/19/26 | 1,419.55 |
| Performance Food Group | Inventory - Food | 2/19/26 | 421.94 |
| Performance Food Group | Inventory - Food | 2/20/26 | 521.37 |
| Performance Food Group | CM: Inventory - Food | 2/24/26 | -63.52 |
| Performance Food Group | Performance Food Group | | 4,973.83 |
| Rodney Anderson | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Sandstrom's Inc | Inventory - Food | 2/20/26 | 1,664.41 |
| Sean Crampton | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Shelana Ysen | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Stephanie Hollatz | February Cell Phone Reimbursement | 2/28/26 | 60.00 |
| Sysco Western Minnesota, Inc | CM: Inventory - Food | 2/19/26 | -19.86 |
| Sysco Western Minnesota, Inc | CM: Inventory - Food | 2/19/26 | -28.64 |

**Sanford Center
Cash Requirements
As of Mar 3, 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 |
|-----------------------------------------|------------------------------------------|----------------|--------------------------------|
| Sysco Western Minnesota, Inc | Sysco Western Minnesota, Inc | | <u>-48.50</u> |
| The Home Depot Pro | Kitchen Repair | 2/23/26 | 17.32 |
| The Home Depot Pro | Kitchen Repair | 2/24/26 | <u>28.17</u> |
| The Home Depot Pro | The Home Depot Pro | | <u>45.49</u> |
| The Party Store LLC | Rental Display - Event Sales | 2/17/26 | <u>117.32</u> |
| TrekNorth Junior & Senior HS | NPO Payment | 2/12/26 | <u>369.31</u> |
| Trevor Johnson | February Cell Phone Reimbursement | 2/28/26 | <u>60.00</u> |
| Trisha Vojak | February Cell Phone Reimbursement | 2/28/26 | <u>60.00</u> |
| Vestis Group, Inc | Laundry & Linen | 2/12/26 | 260.38 |
| Vestis Group, Inc | Laundry & Linen | 2/12/26 | 154.86 |
| Vestis Group, Inc | Laundry & Linen | 2/19/26 | <u>154.86</u> |
| Vestis Group, Inc | Vestis Group, Inc | | <u>570.10</u> |
| | | | <u><u>78,532.28</u></u> |

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve January Financials from Legends Global for the Sanford Center
Prepared By: Trevor Johnson, Director of Finance, Sanford Center

Background:

As we turned the calendar to the new year, The Sanford Center started 2026 by exceeding our January Budget by \$21,303. The favorable January variance can be mostly attributed to the items below:

- Harlem Globetrotters F&B Revenue exceeding budget by ~\$2.6k
- BSU Hockey F&B Revenue exceeding budget by ~\$5.5k
- Farm Bureau Contract F&B revenue exceeding budget by ~\$13.4k

A recap of events for the month of January:

- Harlem Globetrotters
- Noon Rotary
- Bemidji Youth Hockey
- 218 Sports Showcase Men's Hockey
- 218 Sports Showcase Women's Hockey
- BSU VS Gophers
- BSU VS Michigan Tech
- BSU VS Bowling Green
- BSU VS Minnesota State
- BSU VS Gophers
- Ruby's Pantry
- AOG Ice Rental
- Maple Grove Pewee Ice Rental
- Innkeeper's Meeting
- NHL Ice Rental
- St. Marks Ice Rental
- MN Farm Bureau Conference

Current rolling forecast of (\$539k) is a favorable variance to budget of \$10.5k. January actuals are partially offset by minor changes to the event calendar, including one concert no longer anticipated to occur. This loss is offset by the addition of several other events not previously budgeted, including MN ASA/IT which is forecast at \$36k.

Recommendation:

Approve January Financials from Legends Global for the Sanford Center



SANFORD CENTER



Sanford Center

FOR THE MONTH ENDING JANUARY 31st, 2026

DISTRIBUTED FEBRUARY 25, 2026

Prepared by: Trevor Johnson
Director of Finance, The Sanford Center

Distribution List:

Felix Mussenden, EVP, Legends Global
Leonard Bonacci, SVP, Legends Global
John Drum, RVP, Legends Global
Stephanie Dorsey, Regional Director of Finance, Legends Global
Bobby Anderson, General Manager, The Sanford Center
Amanda Slanovec, Director of Venue Finance, Legends Global

LEGENDS GLOBAL ARENA MANAGEMENT - The Sanford Center

The Sanford Center

Jan-26

Financial Statements

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| Balance Sheet | 3 |
| Rolling Forecast | 4 |
| Cashflow Forecast | 5 |

Legends Global Management LLC

The Sanford Center – Bemidji, Minnesota

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| | Current Month Actual | Current Month Budget | Current Month Act vs Budget | Year to Date Actual | Year to Date Budget | Year to Date Act vs Budget | YTD Prior Year |
|------------------------------------|----------------------------|----------------------------|-----------------------------------|---------------------------|---------------------------|-------------------------------------|-------------------|
| EVENT INCOME | | | | | | | |
| Direct Event Income | | | | | | | |
| Rental Income | 95,823 | 109,105 | (13,282) | 95,823 | 109,105 | (13,282) | 80,194 |
| Service Revenue | 112,281 | 131,448 | (19,167) | 112,281 | 131,448 | (19,167) | 108,214 |
| Service Expenses | (87,102) | (116,291) | 29,189 | (87,102) | (116,291) | 29,189 | (55,998) |
| Total Direct Event Income | 121,002 | 124,262 | (3,260) | 121,002 | 124,262 | (3,260) | 132,410 |
| Ancillary Income | | | | | | | |
| F & B Concessions | 72,600 | 83,100 | (10,500) | 72,600 | 83,100 | (10,500) | 38,398 |
| F & B Catering | 57,851 | 36,931 | 20,920 | 57,851 | 36,931 | 20,920 | 13,181 |
| Novelty Sales | 1,903 | 500 | 1,403 | 1,903 | 500 | 1,403 | 0 |
| Promoter Share | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Promoter Share | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Booth Cleaning Wages | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Ancillary Sales | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Ancillary Income | 132,354 | 120,531 | 11,823 | 132,354 | 120,531 | 11,823 | 51,579 |
| Other Event Income | | | | | | | |
| Ot Event Related | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Suite Sales | 17,423 | 7,200 | 10,223 | 17,423 | 7,200 | 10,223 | 13,885 |
| Club Seat Tickets | 1,567 | 1,500 | 67 | 1,567 | 1,500 | 67 | 871 |
| Ad Income | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ticket Rebates | 18,753 | 14,450 | 4,303 | 18,753 | 14,450 | 4,303 | 3,205 |
| Facility Fees | 34,137 | 36,000 | (1,863) | 34,137 | 36,000 | (1,863) | 29,104 |
| Total Other Event Income | 71,880 | 59,150 | 12,730 | 71,880 | 59,150 | 12,730 | 47,065 |
| Total Event Income | 325,236 | 303,943 | 21,293 | 325,236 | 303,943 | 21,293 | 231,054 |
| OTHER OPERATING INCOME | | | | | | | |
| Luxury Suite Premiums | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Suite Service Premium | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Advertising & Sponsorship | 23,135 | 32,083 | (8,948) | 23,135 | 32,083 | (8,948) | 23,051 |
| Sanford Naming Rights | 16,667 | 16,667 | 0 | 16,667 | 16,667 | 0 | 16,667 |
| Coke Mktg Sponsorship | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ice Rental Revenue | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Interest & Other Income | 1,451 | 1 | 1,450 | 1,451 | 1 | 1,450 | 1,933 |
| Total Oth. Operating Income | 41,253 | 48,751 | (7,498) | 41,253 | 48,751 | (7,498) | 41,651 |
| Adjusted Gross Income | 366,489 | 352,694 | 13,795 | 366,489 | 352,694 | 13,795 | 272,705 |
| INDIRECT EXPENSES | | | | | | | |
| Salaries & Wages | 101,998 | 113,384 | (11,386) | 101,998 | 113,384 | (11,386) | 97,557 |
| Payroll Taxes & Benefits | 40,248 | 34,458 | 5,790 | 40,248 | 34,458 | 5,790 | 34,181 |
| Net Salaries and Benefits | 142,246 | 147,842 | (5,596) | 142,246 | 147,842 | (5,596) | 131,738 |
| Contracted Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| General and Administrative | 16,933 | 19,323 | (2,390) | 16,933 | 19,323 | (2,390) | 18,508 |
| Operating | 13,707 | 16,246 | (2,539) | 13,707 | 16,246 | (2,539) | 14,680 |
| Repairs & Maintenance | 3,077 | 8,423 | (5,346) | 3,077 | 8,423 | (5,346) | 7,374 |
| Operational Supplies | 5,516 | 4,443 | 1,073 | 5,516 | 4,443 | 1,073 | 8,598 |
| Insurance | 15,818 | 16,625 | (807) | 15,818 | 16,625 | (807) | 8,036 |
| Utilities | 56,546 | 48,417 | 8,129 | 56,546 | 48,417 | 8,129 | 40,103 |
| ASM Management Fees | 10,895 | 10,927 | (32) | 10,895 | 10,927 | (32) | 10,609 |
| Other Mgmt Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Indirect Expenses | 264,738 | 272,246 | (7,508) | 264,738 | 272,246 | (7,508) | 239,646 |
| Net Income (Loss) | \$ 101,751 | \$ 80,448 | \$ 21,303 | \$ 101,751 | \$ 80,448 | \$ 21,303 | \$ 33,059 |
| Non-Operating Income | | | | | | | |
| City of Bemidji Subsidy | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Property Insurance | 0 | 0 | 0 | 0 | 0 | 0 | (7,713) |
| Extraordinary Items | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Adjusted Net Income (Loss) | \$ 101,751 | \$ 80,448 | \$ 21,303 | \$ 101,751 | \$ 80,448 | \$ 21,303 | \$ 25,346 |

ASSETS

Current Assets

| | | |
|---------------------|----|---------------|
| Cash | \$ | 796,235 |
| Accounts Receivable | | 355,902 |
| Prepaid Assets | | 161,467 |
| Inventory | | <u>78,597</u> |

Total Current Assets 1,392,201

Fixed Assets

| | |
|-----------------------|----------|
| Building | 0 |
| Machinery & Equipment | 0 |
| Acc. Depreciation | <u>0</u> |

Total Fixed Assets 0

Other Assets

| | |
|--------------|----------|
| Other Assets | 0 |
| Deposits | <u>0</u> |

Total Other Assets 0

Total Assets **\$ 1,392,201**

LIABILITIES AND EQUITY

Current Liabilities

| | | |
|-------------------------------|----|----------|
| Accounts Payable | \$ | 379,661 |
| Working Capital Loan | | 350,000 |
| Accrued Expenses | | 123,239 |
| Deferred Income | | 259,718 |
| Advance Ticket Sales/Deposits | | 237,615 |
| Other Current Liabilities | | <u>0</u> |

Total Current Liabilities 1,350,233

Equity

| | |
|--------------------|----------------|
| Net Funds Received | 0 |
| Retained Earnings | (59,780) |
| Net Income (Loss) | <u>101,748</u> |

Total Equity 41,968

Total Liabilities & Equity **\$ 1,392,201**

The Sanford Center
2026
Rolling Forecast

| | Year to Date Actual Thru January | Projected February Thru 12/31/2026 | Rolling Forecast Fiscal YE Dec 2025 | Budget Fiscal Year Ending 12/31/2026 | Variance Positive / (Negative) | Percentage Change Increase (Decrease) | Prior Year Actual Fiscal YE 12/31/2025 | Variance Positive / (Negative) | Percentage Change Increase (Decrease) |
|------------------------------------------|-------------------------------------------|---------------------------------------------|----------------------------------------------|-----------------------------------------------|-----------------------------------------|------------------------------------------------|-------------------------------------------------|-----------------------------------------|------------------------------------------------|
| Event Income | | | | | | | | | |
| Direct Event Income | | | | | | | | | |
| Rental Income | 95,823 | 512,264 | 608,087 | 613,694 | (5,607) | -0.91% | 504,148 | 103,939 | 20.62% |
| Service Income | 112,281 | 842,499 | 954,780 | 1,003,644 | (48,864) | -4.87% | 813,776 | 141,004 | 17.33% |
| Service Expenses | (87,102) | (537,780) | (624,882) | (688,044) | 63,162 | -9.18% | (518,214) | (106,668) | 20.58% |
| Total Direct Event Income | 121,002 | 816,983 | 937,985 | 929,294 | 8,691 | 0.94% | 799,710 | 138,275 | 17.29% |
| Ancillary Income | | | | | | | | | |
| F & B Concessions | 72,600 | 215,621 | 288,221 | 301,621 | (13,400) | -4.44% | 221,473 | 66,748 | -43.23% |
| F & B Catering | 57,851 | 393,599 | 451,450 | 447,864 | 3,586 | 0.80% | 504,966 | (53,516) | 55.24% |
| Novelty Sales | 1,903 | 8,750 | 10,653 | 11,750 | (1,097) | -9.34% | 4,703 | 5,950 | -64.57% |
| Total Ancillary Income | 132,354 | 617,970 | 750,324 | 761,235 | (10,911) | -1.43% | 731,142 | 19,182 | 2.62% |
| Other Event Income | | | | | | | | | |
| Luxury Box Ticket Sales | 17,423 | 38,800 | 56,223 | 46,000 | 10,223 | 22.22% | 24,356 | 31,867 | -64.28% |
| Club Seat Ticket Sales | 1,567 | 9,200 | 10,767 | 10,700 | 67 | 0.00% | 1,421 | 9,346 | -88.39% |
| Event Advertising Income | - | - | - | - | - | 0.00% | - | - | 0.00% |
| Ticket Rebates (Per Event) | 18,753 | 30,000 | 48,753 | 44,450 | 4,303 | 9.68% | 45,861 | 2,892 | -93.70% |
| Facility Fees | 34,137 | 128,800 | 162,937 | 164,800 | (1,863) | -1.13% | 156,287 | 6,650 | -40.74% |
| Total Other Event Income | 71,880 | 206,800 | 278,680 | 265,950 | 12,730 | 4.79% | 227,925 | 50,755 | 22.27% |
| Total Event Income | 325,236 | 1,641,753 | 1,966,989 | 1,956,479 | 10,510 | 0.54% | 1,758,777 | 208,212 | 11.84% |
| Other Operating Income | 41,253 | 550,250 | 591,503 | 599,000 | (7,497) | -1.25% | 557,840 | 33,663 | 6.03% |
| Adjusted Gross Income | 366,489 | 2,192,003 | 2,558,492 | 2,555,479 | 3,013 | 0.12% | 2,316,617 | 241,875 | 10.44% |
| Operating Expenses | | | | | | | | | |
| Employee Salaries and Wages | 101,998 | 1,247,231 | 1,349,229 | 1,360,615 | (11,386) | -0.84% | 1,259,598 | 89,631 | -8.07% |
| Benefits | 40,248 | 379,023 | 419,271 | 413,481 | 5,790 | 1.40% | 353,901 | 65,370 | 5.11% |
| Net Employee Wages and Benefits | 142,246 | 1,626,254 | 1,768,500 | 1,774,096 | (5,596) | -0.32% | 1,613,499 | 155,001 | -4.84% |
| General and Administrative | 16,933 | 213,517 | 230,450 | 232,840 | (2,390) | -1.03% | 210,219 | 20,231 | 14.15% |
| Operations | 13,707 | 93,987 | 107,694 | 107,650 | 44 | 0.04% | 116,746 | (9,052) | 14.44% |
| Repair & Maintenance | 3,077 | 130,045 | 133,122 | 141,050 | (7,928) | -5.62% | 33,640 | 99,482 | 35.60% |
| Supplies | 5,516 | 59,357 | 64,873 | 63,800 | 1,073 | 1.68% | 86,158 | (21,285) | -84.87% |
| Insurance | 15,818 | 182,875 | 198,693 | 199,500 | (807) | -0.40% | 185,662 | 13,031 | -111.39% |
| Utilities | 56,546 | 406,583 | 463,129 | 455,000 | 8,129 | 1.79% | 435,324 | 27,805 | -3.70% |
| SMG Management Fees | 10,895 | 120,200 | 131,095 | 131,127 | (32) | -0.02% | 127,308 | 3,787 | -3.00% |
| Total Operating Expenses | 264,738 | 2,832,818 | 3,097,556 | 3,105,063 | (7,507) | 11.72% | 2,808,556 | 289,000 | -4.97% |
| Net Income (Loss) From Operations | 101,751 | (640,815) | (539,064) | (549,584) | 10,520 | -1.91% | (491,939) | (47,125) | 9.58% |
| Other Income (Expenses) | - | - | - | - | - | 0.00% | - | - | 0.00% |
| Net Income After Other Income (Expenses) | 101,751 | (640,815) | (539,064) | (549,584) | 10,520 | -1.91% | (491,939) | (47,125) | 9.58% |

**The Sanford Center
Fiscal Year 2026
Operating Cash Flow Forecast**

| Month Ending | February 2/28/2026 | March 3/31/2026 | April 4/30/2026 | May 5/31/2026 |
|---------------------------------------------------|-------------------------------|----------------------------|----------------------------|--------------------------|
| Beg Cash Flow (Non Ticketing/Unrestricted) | 270,330.55 | 630,309.25 | 844,107.25 | 578,959.25 |
| F&B Revenue | 80,000.00 | 55,000.00 | 45,270.00 | 8,737.00 |
| Rent Revenue | 101,879.00 | 61,000.00 | 32,425.00 | 43,675.00 |
| Service Revenue | 3,757.00 | 44,000.00 | 33,059.00 | 36,196.00 |
| Ticketing Transer | 256,000.00 | 80,000.00 | - | - |
| A/R Collections | - | 319,000.00 | - | - |
| Total Inflows | 441,636.00 | 559,000.00 | 110,754.00 | 88,608.00 |
| Net Employee Wages and Benefits | (120,000.00) | (120,000.00) | (120,000.00) | (120,000.00) |
| Uncashed AP Checks | (43,064.30) | (20,000.00) | (30,000.00) | (30,000.00) |
| Unpaid AP | (20,000.00) | (70,000.00) | (60,000.00) | (65,000.00) |
| General and Administrative Operations | (19,323.00) | (19,323.00) | (19,323.00) | (19,323.00) |
| Repair & Maintenance | (13,663.00) | (13,663.00) | (13,663.00) | (13,663.00) |
| Supplies | (8,504.00) | (8,504.00) | (8,504.00) | (8,504.00) |
| Insurance | (4,000.00) | (4,443.00) | (4,443.00) | (4,443.00) |
| Utilities | (16,625.00) | (16,625.00) | (16,625.00) | (16,625.00) |
| SMG Management Fees | (41,717.00) | (41,717.00) | (52,417.00) | (41,717.00) |
| Sales Tax | (10,896.00) | (10,927.00) | (10,927.00) | (10,927.00) |
| Other Cash Outflows | (47,779.00) | (20,000.00) | (40,000.00) | (30,000.00) |
| Total Outflows | (345,571.30) | (345,202.00) | (375,902.00) | (360,202.00) |
| Available Cash | 366,395.25 | 844,107.25 | 578,959.25 | 307,365.25 |
| Other Cash Inflow/Outflow | | | | |
| Intercompany Payments | | | | |
| Funding | 175,000.00 | | | 175,000.00 |
| Ending Cash balance | 541,395.25 | 844,107.25 | 578,959.25 | 482,365.25 |

BUSINESS LICENSES APPROVALS - 2026

| Type of License | Business Name | Business Location | Fee Paid |
|-------------------------------------------|------------------------------|---------------------------------------------|----------|
| Fireworks Non-exclusive | | | |
| | MENARDS | 2600 PAUL BUNYAN DR NW | \$100.00 |
| Hemp Business Initial Registration | | | |
| | LUEKEN'S FOOD & FUEL | 2409 HANNAH AVE NW, STE 600 | \$250.00 |
| | LUEKEN'S VILLAGE FOODS NORTH | 1171 PAUL BUNYAN DR NW | \$250.00 |
| | LUEKEN'S VILLAGE FOODS SOUTH | 609 WASHINGTON AVE S | \$250.00 |
| Restaurant/Food Service | | | |
| | ON THE HOOK FISH AND CHIPS | WITHIN BEMIDJI CITY LIMITS MOBILE VENDOR | \$35.00 |
| Tree Service | | | |
| | T & K OUTDOORS, INC | WITHIN BEMIDJI CITY LIMITS | \$65.00 |
| | TRIPLE C EXCAVATING, LLC | WITHIN BEMIDJI CITY LIMITS | \$65.00 |

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve Special Event Permit for Walleye Classic (June 13)
Prepared By: Michelle Miller, City Clerk

Background:

The Knights of Columbus have submitted an application for the annual Walleye Classic for June 13, 2026. While most of the event is held inside the Sanford Center, there are some approvals needed for the waterfront at Paul Bunyan Park as well as placement of banners per city code. Staff have no issues with the request.

Recommendation:

Approve Special Event Permit for Walleye Classic (June 13).

Special Event Application



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

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

If your gathering does not fall under the above, please contact parks.trails@ci.bemidji.mn.us for any questions.

Application Due Dates:

- 300 or less participants: Due 30 days prior to event date
- 300-1000 participants: Due 90 days prior to the event
- 1,000 or more participants: Due 120 days prior to the event

Applicant Information

Organization Name (Required): KC Walleye Classic (KC Council 1544)

Address: PO Box 1788, Bemidji, MN 56619-1788

Event Contact Name (Required): D.J. Bakken

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

Cell Phone (Required): (218) 556-2338

Event Contact Email (Required): XXXXXXXXXXXXXXXXXX

Event Contact Name #2 (Required): Phil Hodapp

Contact #2 Phone (Required): (218) 766-0527

Event Information

Event Name: KC Walleye Classic

Event Date(s): actual date June 13, 2026

Location Requested:

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

If Other, please explain: Water front area

Special Event Application



Event Time: Start: 0430 End: 1530

Set-up Time: Weds 6/10 street banners; Weds. or Th. 3 docks in, Fri. shore banners, small trailer, pottie and dumpsters; Sat. event

Clean-up Time: Sat 6/13; 1530 to Sun. 6/14 1200

Expected Daily Attendance: 200 fishermen, about 30 staff, < 50 spectators from 0600 - 0800

Event Description:

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

- | | |
|-------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Festival | <input type="checkbox"/> Bike Ride |
| <input type="checkbox"/> Walk/Fun Run | <input type="checkbox"/> Concert/Performance |
| <input checked="" type="checkbox"/> Other | <input type="checkbox"/> Block Party |
- If Other, please explain: catch photo release walleye tournament

Please provide a description of your event:

The 26th year of the tournament. Now a catch photo and release walleye tournament. Boat inspections begin about 0530 on June 13, 2026, launch is at 0700. A couple tournament staff remain on site until 1530 for public and fisherman contacts. Other family events are at the Sanford Center beginning at 1200.

Event Features

Amplified Sound (Required):

(Select only one option)

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

- No
 Yes

List type of amplified sound: PA system on pontoon which is the launch starting point

Electricity (Required):

(Select only one option)

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

- Yes
 No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.

Special Event Application



- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only. Banners and/or signs shall not be affixed or attached to any tree, shrub, park structure or statue.

Special Event Signs

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

Yes Location requested: 2 by waterfront, 2 by access into Sanford area, same as last year.

No _____

- Banners may be attached to non-utility poles, tents, and buildings, provided they are well secured and are prevented from being blown around uncontrollably by the wind.
- All banners shall be maintained so that they do not become ripped, torn, defaced, damaged, loose, or unsecured.
- Sight lines will not be affected at intersections and all utility locates must be obtained if anchoring below turf/soil line as well as immediate removal when event is completed.
- You must call GOPHER STATE ONE CALL 1-800-252-1166 before placing your banner.

Tents or Canopies (Required):

Yes

No

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

none

Alcohol (Select One) (Required):

(Select only one option)

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

Temporary 1-4 day Intoxicating liquor license*

Temporary 3.2 Percent Malt Liquor License*

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

Catered Event, Licensee holding caterer's permit.

No Alcohol

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

Food Vendors

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

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

Special Event Application



Street Closures

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

- a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.
- b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure? no

Date(s) of requested street closure: _____

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

Start Time of Street Closure: Between _____ & To _____

End Time of Street Closure: _____

Number of No Parking Signs Requested: _____

Event Maps

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

Site Map

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

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

Route Map

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

Detour Map

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

Vehicle Policy

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

Special Event Application



Applicant Signature

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

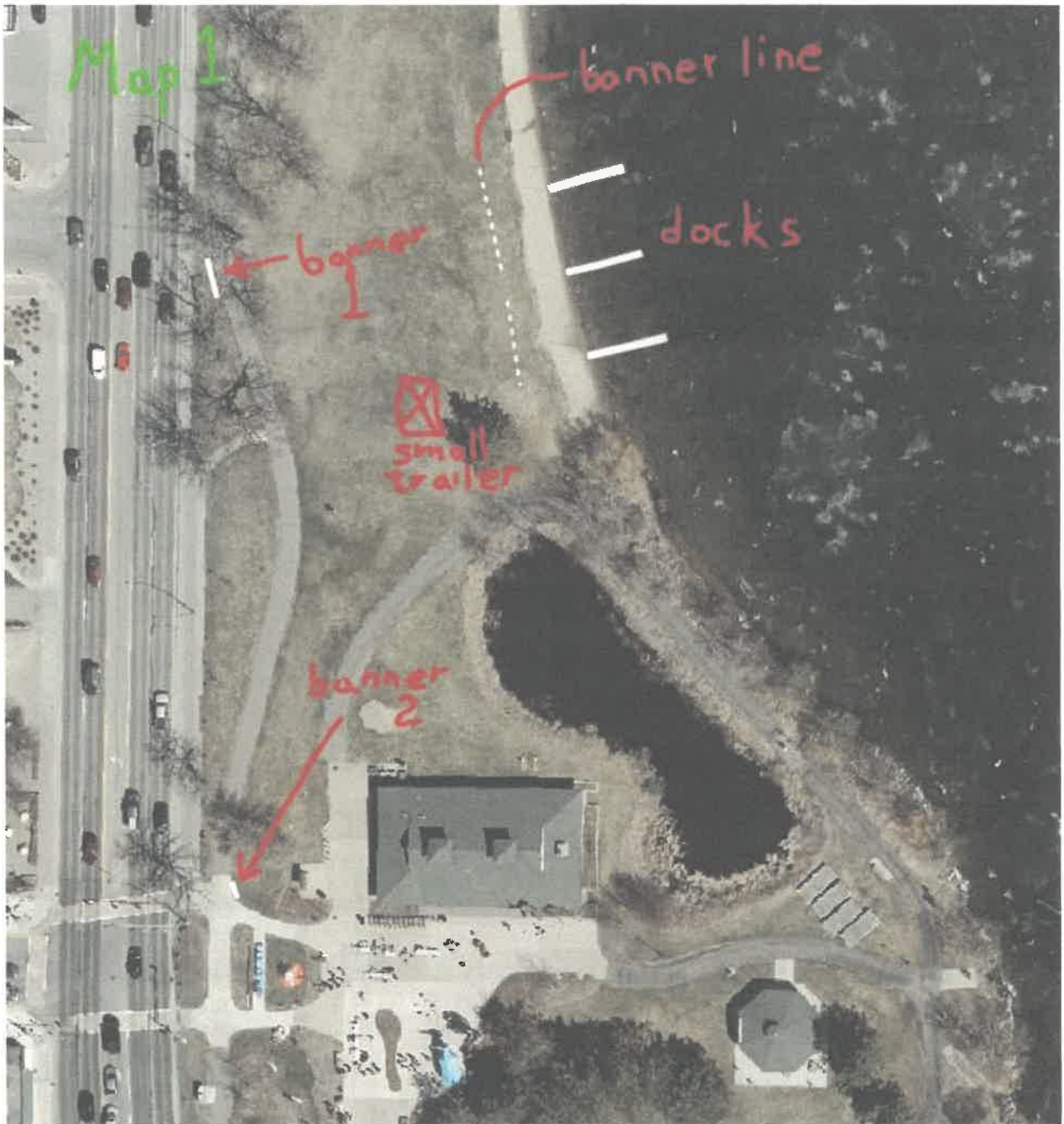
Signature: _____

Darrell Balch

1/5/2026

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 56601 or email: cityclerk@ci.bemidji.mn.us

Map 1



banner 2
- make sure to check
for park irrigation lines

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve Special Event Permit for One Voice (June 13)
Prepared By: Michelle Miller, City Clerk

Background:

One Voice has submitted an application for their Celebrate Jesus event for June 13, 2026. This event will take place at City Park. Organizers have rented the multi-use building and one of the softball fields for their event. Staff have addressed concerns regarding the placement of their tents.

Recommendation:

Approve Special Event Permit for One Voice (June 13).

Special Event Application



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

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

If your gathering does not fall under the above, please contact parcs.trails@ci.bemidji.mn.us for any questions.

Application Due Dates:

- 300 or less participants: Due 30 days prior to event date
- 300-1000 participants: Due 90 days prior to the event
- 1,000 or more participants: Due 120 days prior to the event

Applicant Information

Organization Name (Required): One Voice

Address: 1015 4th St. SE

Event Contact Name (Required): Steve Thompson

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

Cell Phone (Required): (218) 760-5068

Event Contact Email (Required): ~~Paul.Rose@onevoice.org~~

Event Contact Name #2 (Required): Paul Rose

Contact #2 Phone (Required): (218) 368-4336

Event Information

Event Name: Celebrate Jesus

Event Date(s): Saturday, June 13

Location Requested:

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

If Other, please explain: _____

Special Event Application



Event Time: Start: 9:00am End: 3:00 pm
Set-up Time: 8 am
Clean-up Time: 5 pm
Expected Daily Attendance: 300?

Event Description:

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

- | | |
|----------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> Festival | <input type="checkbox"/> Bike Ride |
| <input type="checkbox"/> Walk/Fun Run | <input type="checkbox"/> Concert/Performance |
| <input checked="" type="checkbox"/> Other | <input type="checkbox"/> Block Party |
- If Other, please explain: opportunity to connect w/ community

Please provide a description of your event:

Celebrate Jesus is to bring people together. We will offer food at no charge. There will be music, inflatables, and games.

Event Features

Amplified Sound (Required):

(Select only one option)

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

- No
 Yes

List type of amplified sound: basic sound board & speakers.

Electricity (Required):

(Select only one option)

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

- Yes
 No

Tents/Structures

- If you plan to put up a tent or other structure (including volleyball nets, horseshoes, etc.), you must call GOPHER STATE ONE CALL 1-800-252-1166 then notify our office of the ticket number.
- Structures may be erected the day before your event with prior approval.

Special Event Application



- Prior permission is required by the Public Works Director or City Manager for tent poles to be installed in/on paved surfaces in public right of way or parking lots.
- The City is not responsible for any stolen or damaged property.
- All structures must be removed immediately following your event (same day) unless prior arrangements are made.
- Banners/signs are allowed in the park on day(s) of event only. Banners and/or signs shall not be affixed or attached to any tree, shrub, park structure or statue.

Special Event Signs

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

Yes Location requested: _____

No

- Banners may be attached to non-utility poles, tents, and buildings, provided they are well secured and are prevented from being blown around uncontrollably by the wind.
- All banners shall be maintained so that they do not become ripped, torn, defaced, damaged, loose, or unsecured.
- Sight lines will not be affected at intersections and all utility locates must be obtained if anchoring below turf/soil line as well as immediate removal when event is completed.
- You must call GOPHER STATE ONE CALL 1-800-252-1166 before placing your banner.

Tents or Canopies (Required):

Yes

No

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

2 10x10 tents

Alcohol (Select One) (Required):

(Select only one option)

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

Temporary 1-4 day Intoxicating liquor license*

Temporary 3.2 Percent Malt Liquor License*

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

Catered Event, Licensee holding caterer's permit.

No Alcohol

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

Food Vendors

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

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

Special Event Application



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

Please indicate the number of food vendors: _____

Request to Use City Property

Barricades and Cones

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

Number of Cones Requested: _____

Number of Barricades Requested: _____

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: _____

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

Bike Racks Requested: _____

Event Logistics

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

Portable Restrooms

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

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

Company & Number of portable restrooms: _____

Garbage

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

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

Certificate of Insurance

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

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

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

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

Special Event Application



Street Closures

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

- a) Applicant is responsible for posting, maintaining and removal of the "No Parking" signs. Signs must be posted 24 hours before street closure and can be mounted on existing parking regulations signage; signs must be removed within 24 hours of the conclusion of the event.
- b) If any vehicles need to be towed on the day of the event, notify dispatch at 218-333-9111.

Are you requesting a street closure? NO

Date(s) of requested street closure: N/A

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

Between _____ & To _____

Start Time of Street Closure: _____

End Time of Street Closure: N/A

Number of No Parking Signs Requested: N/A

Event Maps

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

Site Map

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

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

Route Map

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

Detour Map

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

Vehicle Policy

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

Special Event Application



Applicant Signature

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

Signature: _____

Return paper applications to City Hall, Attn: City Clerk, 317 4th Street NW, Bemidji, MN 56601 56601 or email: cityclerk@cl.bemidji.mn.us



Bemidji Parks and Recreation

This year round activities park features activities for all ages! Amenities include a four field softball complex (adult), 18 hole disc golf course with concrete t-pads, playground equipment, shelters and picnic areas, and nature trails. Winter activities include 5k lighted ski trail, warming facility and outdoor ice rinks. Activities and facilities for all ages. Both summer and winter activities.

- Check out a interactive map of the Features and Amenities [\(click here\)](#)

1. Lighted softball Field 1
2. Lighted softball Field 2
3. Lighted softball Field 3
4. Lighted softball Field 4
5. Skate park
6. Play area
7. Picnic shelter with picnic tables and grills
8. Curling club
9. Outdoor hockey rink
10. Rentable Facility - Warming house and restrooms



CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve Appointment to the Library Board
Prepared By: Michelle Miller, City Clerk

Background:

There are currently three vacancies on the Library Board. One application was received. Randi Su Tanem is being recommended to be appointed to the Library Board.

Recommendation:

Approve Appointment of Randi Su Tanem to the Library Board with an unexpired term of January 31, 2029.



BOARD/COMMISSION APPLICATION

General Objectives and Guidelines

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

Personal Information

Full Name: Randi Su Tanem Date: 2/2/26

Home Address: 2701 Irvine Ave Bemidji MN 56601

Phone (C): [REDACTED] Phone (H): _____

Email Address: [REDACTED]

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

- | | |
|--------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> City Library Board | <input type="checkbox"/> Heritage Preservation Commission |
| <input type="checkbox"/> Merit Hearing Board | <input type="checkbox"/> Housing & Redevelopment Authority |
| <input type="checkbox"/> Parks & Trails Commission | <input type="checkbox"/> Housing Appeals Board |
| <input type="checkbox"/> City Planning & Zoning Commission | <input type="checkbox"/> Public Arts Commission |
| <input type="checkbox"/> South Shore Design Review Committee | <input type="checkbox"/> City Charter Commission |
| <input type="checkbox"/> Sanford Center Advisory Board | <input type="checkbox"/> Sustainability Commission |
| <input type="checkbox"/> Community and Police Advisory Board | <input type="checkbox"/> Other _____ |

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

I believe the library is a critical service for Bemidji. It not only provides a space for people to access educational and entertainment materials, but also serves as a safe place for people to gather and access critical resources.

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

I have been a part of the Bemidji Jaycees for many years, allowing me to learn about budgeting and legislation. I am currently sit on the board for the Minnesota Community Health Worker Alliance.

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

I served on the Bemidji Charter Commission so I have a general idea of how the commission meetings are run. I am currently employed by Red Lake Community Health Services and I have many clients that utilize the library for many services.

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

I am available during the meeting times.

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

| | | |
|------------|----------------------|------------|
| ██████████ | ████████████████████ | ██████████ |
| Name | Address | Phone |
| ██████████ | ████████████████████ | ██████████ |
| Name | Address | Phone |
| ██████████ | ████████████████████ | ██████████ |
| Name | Address | Phone |

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

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve the purchase of services with Morrison Sealcoat
Prepared By: Scott Schroeder, Parks and Trails Director

Background:

Parks and Trails staff has identified the Nymore Tennis Courts have experienced progressive surface deterioration due to age, weather exposure, and regular use. Cracking, surface wear, and loss of coating have become increasingly evident, affecting both playability and drainage. Routine maintenance is no longer sufficient to address these issues, and the courts have reached a point where resurfacing is the most effective option to extend their usable life.

Resurfacing the Nymore Tennis Courts will restore a safe, consistent playing surface, reduce trip hazards, and improve the overall user experience. Addressing the deterioration now will prevent further damage to the underlying asphalt, avoiding more costly repairs or full replacement in the future. This investment supports continued community use, protects existing infrastructure, and aligns with the City’s commitment to maintaining safe and accessible recreational facilities.

Staff received two quotes to supply resurfacing services. Morrison Sealcoat, Little Fork, MN was the low bidder with reputable references.

| Company | Project Cost |
|------------------------------------|--------------|
| Morrison Sealcoat, Little Fork MN | \$25,400.00 |
| Outdoor Specialist, Pine River, MN | \$36,880.00 |

Recommendation:

Approve the services rendered through Morrison Sealcoat out of Little Fork, MN for the resurfacing of the Nymore tennis courts. This project is to be funded from the Parks and Trails Department 2026 CIP budget.

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve Non-DOT and DOT Drug & Alcohol Testing Policies
Prepared By: Rich Spiczka, City Manager

Background:

The attached policies were originally part of the 2016 Personnel Policy. At the recommendation of Flaherty and Hood, they were removed and separated, as the laws have rapidly changed and updates will be easier to make. They were drafted and reviewed by Flaherty and Hood for statute updates as of February 2026. One is for DOT testing and the other is for Non-DOT Testing. These will not be in the Personnel Policy that is in the final stages of review from Flaherty and Hood.

Recommendation:

Approve Non-DOT and DOT Drug and Alcohol Testing Policies.

City of Bemidji

Non-DOT

**Drug, Alcohol, and Cannabis Testing
and
Drug and Controlled Substance-Free Workplace**

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Section 1 Purpose and Objectives

The City of Bemidji (“City”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers, the public, as well as themselves. The City does not intend to intrude into the private lives of its employees, but strongly believes that a drug- and alcohol-free workplace is in the best interest of employees and the public alike. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of City property.

Consistent with the Minnesota Drug and Alcohol Testing in the Workplace Act, the City’s Non-DOT Drug and Alcohol Testing Policy has been established for the purpose of providing a safe workplace for all. City employees and applicants required to hold a commercial driver’s license by the United States Department of Transportation (“DOT”) for their job will be tested under the City’s DOT Drug and Alcohol Testing Policy (the “DOT Policy”). All other employees and job applicants offered employment with the City must undergo testing as described by this policy.

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the “Acknowledgment of Receipt” on the last page of this policy. A job applicant will also acknowledge in this form that he/she understands that passing the drug test is a requirement of the job.

Because changes in applicable law and the City’s practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the City will follow any particular course of action, disciplinary, rehabilitative, or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Minnesota Drug and Alcohol Testing in the Workplace Act will take precedent over this policy to the extent the policy has not incorporated those revisions.

Section 2 Procedures

2.1 Persons Subject to Testing and Circumstances Under Which Testing May Be Required

Under this policy, the City may test any applicant to whom an offer of employment has been made and may test any employee for alcohol and/or controlled substance under any of the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minn. Stat. § 181.953, subd. 1.

2.1.1 Pre-Employment Testing¹

For positions that the City determines all job applicants conditionally offered employment for that position will undergo drug and/or alcohol testing, every job applicant offered employment with the City for that position will receive the offer conditioned upon passing a drug and/or alcohol test, among other conditions. If the job offer is withdrawn based on drug test results, the City will inform the applicant of the reasons for the withdrawal. A positive drug test result from an initial screening test verified by a confirmatory test, a

¹ Minn. Stat. §§ 181.951 and .953.

refusal to take the test, or failure to meet other conditions of the offer will result in a withdrawal of the offer of employment even if the applicant's provisional employment has begun. A negative or positive dilute test result following a second collection, which has been confirmed, will also result in immediate withdrawal of an offer of employment to an applicant.

The City may request or require job applicants conditionally offered employment to undergo cannabis testing as part of pre-employment testing if the applicant is in one of the following positions:

- A safety-sensitive position;
- Police officer or sheriff position;
- Firefighter position;
- Position requiring face-to-face care, training, education, supervision, counseling, consultation or medical assistance to children, vulnerable adults, or patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
- Position requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- Position of employment funded by a federal grant; or
- Any other position for which federal law requires testing of a job applicant for cannabis.

2.1.2 Reasonable Suspicion Testing²

Employees will be subject to alcohol and drug testing or cannabis testing when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol or a controlled substance, including cannabis; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on City property, or while operating City vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol or a controlled substance, including cannabis, or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the City's policies concerning alcohol or drugs or cannabis may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-

² Minn. Stat. § 181.951, subd. 5.

site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

2.1.3 Treatment Program Testing

In accordance with Minn. Stat. § 181.951, subd. 6., the City may request or require an employee to undergo drug and/or alcohol testing or cannabis testing if the employee has been referred by the City for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In such a case, the employee may be requested or required to undergo drug and/or alcohol testing or cannabis testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

2.1.4 Routine Physical Examination Testing

The City may request or require an employee to undergo drug and/or alcohol testing as part of a routine physical examination. The City, in accordance with Minn. Stat. § 181.951, subd. 3, will request or require this type of testing no more than once annually, and the employee will be provided with at least two weeks' written notice that the test will be required as part of the physical examination.

The City may request or require an employee to undergo cannabis testing as part of a routine physical examination testing when an employee is in one of the following positions:

- A safety-sensitive position;
- Police officer or sheriff position;
- Firefighter position;
- Position requiring face-to-face care, training, education, supervision, counseling, consultation or medical assistance to children, vulnerable adults, or patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
- Position requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- Position of employment funded by a federal grant; or
- Any other position for which federal law requires testing of a job applicant for cannabis.

2.1.5 Random Testing

In accordance with Minn. Stat. § 181.951, subd. 4, the City may require an employee to submit to random drug and/or alcohol testing or cannabis testing if the employee is in a safety-sensitive position.

2.2 Right of Refusal

Employees and job applicants have the right to refuse to submit to an alcohol or drug test or cannabis test under this policy. However, such a refusal will subject an employee to immediate discharge. If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test or cannabis test. In such a case, the employee is subject to immediate discharge from employment, and in the case of an applicant, the job offer will be immediately withdrawn.

2.3 Refusal on Sincerely Held Religious Belief

An employee or job applicant who, based on a sincerely held religious belief, refuses to undergo drug or alcohol testing or cannabis testing of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug or alcohol testing or cannabis testing of a urine sample.

2.4 Cost of Required Testing

The City will pay for the cost of all drug and alcohol testing, or cannabis testing requested or required of all job applicants and employees, with the exception of confirmatory retests. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests.

2.5 Review and Notification of Test Results

2.5.1 Notification of Negative Test Results

In the case of job applicants in accordance with Minn. Stat. § 181.953, Human Resources will notify a job applicant of a negative drug and/or alcohol or cannabis test result within three working days of receipt of result by the City, and the hiring process will resume. A “Negative Test Results Notification” form will be sent to the job applicant, and the job applicant may request a copy of the test result report from Human Resources.

In the case of current employees in accordance with Minn. Stat. § 181.953, Human Resources will notify the employee of a negative drug and/or alcohol or cannabis result within three working days of receipt of result by the City. A “Negative Test Results Notification” form will be sent to the employee, and he or she may request a copy of the test result report from Human Resources.

2.5.2 Notification of Positive Test Results

In the event of a confirmed positive blood or urine alcohol and/or drug or cannabis test result, the City will notify the employee of a positive drug and/or alcohol or cannabis result within three days of receipt of the result. Human Resources will send to the employee or job applicant a “Positive Test Results Notification” letter containing further instructions. The employee or job applicant may contact Human Resources to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the City within three working days of the confirmatory test result.

2.5.3 Right to Provide Information after Receiving Test Results

Within three working days after notice of a positive controlled substance or alcohol test or cannabis test result on a confirmatory test, the employee or job applicant may submit information to the City to explain the positive result. In accordance with Minn. Stat. § 181.953, subd. 10, if an employee submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the City will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire.

2.5.4 Right to Confirmatory Retest³

A job applicant or employee may request a confirmatory retest of the original sample at the job applicant's or employee's own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the City in writing of the job applicant's or employee's intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the City will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same controlled substance and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the City's job offer will be reinstated, and the City will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the City will reimburse the employee for the actual cost of the confirmatory retest.

2.5.5 Access to Reports

In accordance with Minn. Stat. § 181.953, subd. 10, an employee will have access to information contained in his or her personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

2.5.6 Dilute Specimens

A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate discharge.

2.6 Drug and Alcohol-Free Workplace Policy

2.6.1 Use and Possession of Alcohol or Drug(s) or Cannabis

Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, cannabis, or drug paraphernalia while on duty; on City premises; or "on call" and subject to return to work; operating any City vehicle, machinery, or equipment; or performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter controlled substance used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides the policy prohibiting the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use of, possession of, or impairment by any cannabis products on the worksite by any employee of the City or while "on call" and subject to return to work. Employees are subject to being disciplined,

³ Minn. Stat. § 181.953, subd. 9.

suspended, or terminated after a confirmed positive test for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises or during the hours of employment. Note that the City has discretion to determine that there is no acceptable concentration of marijuana metabolites in the blood or urine of an employee in any one of the following positions:

- A safety-sensitive position;
- Police officer position;
- Position requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- Position of employment funded by a federal grant;
- Any other position for which federal law requires testing of a job applicant for cannabis; or Any other position listed within Minn. Stat. § 181.951, subd. 9.

2.6.2 While Impaired of Alcohol or Drug(s) or Cannabis

Employees are prohibited from being under the influence of alcohol or drugs or cannabis, or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the City's premises; while operating any City vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter controlled substance used as intended by the manufacturer.

2.6.3 Driving While Impaired

A conviction of driving while impaired in a City-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting City business, may result in discipline, up to and including discharge.

2.6.4 Criminal Controlled Substance Convictions

Any employee convicted of any criminal drug statute must notify his or her supervisor and the City's Human Resources in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a controlled substance-related conviction, the City will take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a controlled substance abuse assistance or rehabilitation program as an alternative to discharge. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the City is receiving federal grants or contracts of over \$25,000, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

2.6.5 Failure to Disclose Lawful Controlled Substance

Employees taking a lawful controlled substance, including prescription and over-the-counter controlled substances, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all City employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify Human Resources of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the City will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

2.7 Consequences for Employees Engaging in Prohibited Conduct

2.7.1 Job Applicants

The City's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

2.7.2 Employees

2.7.2.1 No Adverse Action without Confirmatory Test

The City will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.⁴

2.7.2.2 Suspension Pending Test Result

The City may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the City believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

2.7.2.3 Discipline and Discharge

2.7.2.3.1 Confirmatory Positive Test Result⁵

The City will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

- The City has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use counselor or physician trained in the diagnoses and treatment of chemical

⁴ Minn. Stat. § 181.953, subd. 10.

⁵ Minn. Stat. § 181.953, subd. 10.

dependency will determine if the employee has followed the rehabilitation program as prescribed; and

- The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

2.7.2.3.2 Other Misconduct

Nothing in this policy limits the right of the City to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other City personnel policies.

2.7.2.4 Emergency Call Back to Work Provisions

If an employee is called out for a City emergency and he or she reports to work and is suspected of being under the influence of drugs or alcohol, he or she will not be subject to the testing procedures of this policy but may be subject to discipline and will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol and/or drugs or cannabis and who is called out for a City emergency, to notify his or her supervisor of this information and advise if he or she is unable to respond to the emergency call back.

2.8 Non-Discrimination

The City's policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., ch. 363, disability does not include conditions resulting from alcohol or other drug abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of individuals.

Furthermore, the City will not retaliate against any employee for asserting his or her rights under this policy.

2.9 City's Employee Assistance Program

The City has in place a formal employee assistance program (EAP) to assist employees in addressing serious personal or work-related problems at any time. The City's EAP provides confidential, cost-free, short-term counseling to employees and their families. Employees who may have an alcohol or other drug or cannabis abuse problem are encouraged to seek assistance before a problem affects their employment status. Employee assistance program services are available by contacting their Supervisor or Human Resources to obtain current provider information.

2.10 Policy Contact for Additional Information

If you have any questions about this policy or the City's drug and alcohol testing or cannabis testing procedures, you may contact your immediate supervisor, Human Resources to obtain additional information.

By this policy, the City of Bemidji has established a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and its policy of maintaining a drug-free workplace. Each City employee will receive a copy of this policy and will be required to read it.

Section 3 Definitions

Alcohol:

The intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

Alcohol use or usage:

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Applicant:

A person applying for a job with the City.

Cannabis Testing:

An analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minn. Stat. § 342.01, subdivision 16, cannabis products, as defined in Minn. Stat. § 342.01, subdivision 20, lower-potency hemp edibles as defined in Minn. Stat. § 342.01, subdivision 50, hemp-derived consumer products as defined in Minn. Stat. § 342.01, subdivision 37, or cannabis metabolites in the sample tested.

City:

The City of Bemidji.

City Premises:

All City job sites and work areas. For the purposes of this policy, City premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the City.

City Vehicle:

Any vehicle which employees are authorized to use solely for City business when used at any time; or any vehicle owned or leased by the City when used for City business.

Collection Site:

A place designated by the City where job applicants and employees present themselves for the purpose of providing a specimen of their urine and/or blood to be analyzed for the presence of controlled substances and alcohol.

Confirmatory Test:

A drug or alcohol test or cannabis test on a sample to substantiate the results of a prior drug or alcohol test or cannabis test on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Controlled Substance:

A drug, substance, or immediate precursor in Schedules I through V of Minn. Stat. § 152.02. The term shall not include distilled spirits, wine, malt beverages, intoxicating liquors or tobacco.

Drug:

Has the same meaning as “controlled substance” defined in Minn. Stat. § 152.01, subd. 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in Minn. Stat. § 342.01, subdivision 16, cannabis products as defined in Minn. Stat. § 342.01, subdivision 20, lower-potency hemp edibles as defined in Minn. Stat. § 342.01, subdivision 50, and hemp-derived consumer products as defined in Minn. Stat. § 342.01, subdivision 37.

Drug and Alcohol Testing:

An analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd.1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

Drug Paraphernalia:

As set forth in Minn. Stat. § 152.01, subd. 18.

Employee:

A person who performs services for compensation for the City and includes independent contractors except where specifically noted in this policy.

Initial Screening Test:

A drug or alcohol test or cannabis test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Job Applicant:

A person who applies to become an employee of the City, and includes a person who has received a job offer made contingent on the person passing drug testing.

Positive Test Result:

A finding of the presence of alcohol, illegal drugs, or their metabolites that exceeds the cutoff levels established by the City. Minimum threshold detection levels are subject to change as determined in the City’s sole discretion.

Random Selection Basis:

A mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

Reasonable Suspicion:

A basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Safety-Sensitive Position:

A job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

Under the Influence:

Either (1) the employee tests positive for alcohol or drugs, or cannabis or (2) the employee's actions, appearance, speech, and/or bodily odors reasonably cause the City to conclude that the employee is impaired because of illegal drug use or alcohol use.

ACKNOWLEDGMENT OF RECEIPT

I have received a copy of the City of Bemidji's Non-DOT Drug and Alcohol Testing and Drug and Alcohol-Free Workplace Act Policy.

Date

Driver's Signature

Driver's Name (printed)

Driver's Identification

Please sign and return this form.

City of Bemidji

DOT Drug and Alcohol Testing Policy

February 25, 2026

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Section 1 Purpose and Objectives

The City of Bemidji (“City”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers, the public, as well as themselves. The City is concerned about providing a safe workplace for its employees, and while the City does not intend to intrude into the private lives of its employees, it is the goal to provide a work environment conducive to maximum safety and optimum work standards. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of City property. The use, possession, manufacture, sale, transportation, or other distribution of controlled substance or controlled substance paraphernalia and the unauthorized use, possession transportation, sale, or other distribution of alcohol is contrary to this policy and jeopardizes public safety.

In response to regulations issued by the United States Department of Transportation (“DOT”), the City has adopted this DOT Drug and Alcohol Testing Policy for employees who hold a commercial driver’s license (CDL) to perform their duties. The City also has a separate Non-DOT Drug and Alcohol Testing Policy for employees not covered by DOT regulations.

Given the significant dangers of alcohol and controlled substance use, each applicant and driver must abide by this policy as a term and condition of hiring and continued employment. Moreover, federal law requires the City to implement such a policy.

To ensure this policy is clearly communicated to all drivers and applicants, and in order to comply with applicable federal law, drivers and applicants are required to review this policy and sign the “Certificate of Receipt” on the last page of this policy.

Because changes in applicable law and the City’s practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the City will follow any particular course of action, disciplinary, rehabilitative, or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the federal Omnibus Transportation Employee Testing Act of 1991 or DOT regulations will take precedent over this policy to the extent the policy has not incorporated those revisions.

Section 2 Procedures

2.1 Persons Subject to Testing & Types of Tests

All employees are subject to testing whose job duties include performing “safety-sensitive functions” on City vehicles that:

- Have a gross combination weight rating or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or
- Have a gross vehicle weight rating or gross vehicle weight of 26,0001 or more pounds whichever is greater; or
- Are designed to transport 16 or more passengers, including the driver; or

- Are of any size and are used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. § 5103(b)), and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 C.F.R part 172, subpart F).¹

The following functions are considered safety-sensitive:

- all time waiting to be dispatched to drive a commercial motor vehicle
- all time inspecting, servicing, or conditioning a commercial motor vehicle
- all time driving at the controls of the commercial motor vehicle
- all other time in or upon a commercial motor vehicle (except time spent resting in a sleeper berth)
- all time loading or unloading a commercial motor vehicle, attending the same, giving or receiving receipts for shipments being loaded or unloaded, or remaining in readiness to operate the vehicle
- all time repairing, obtaining assistance, or attending to a disabled commercial motor vehicle.²

The City may test any applicant to whom a conditional offer of employment has been made and any driver for controlled substance and alcohol under any of the following circumstances:

2.1.1 Pre-Employment Testing

All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take a drug test prior to the first time a driver performs a safety-sensitive function for the City.

A driver may not perform safety-sensitive functions unless the driver has received a controlled substance test result from the Medical Review Officer (“MRO”) indicating a verified negative test result. In addition to pre-employment controlled substance testing, applicants will be required to authorize in writing former employers to release alcohol test results of .04 or greater, positive controlled substance test results, refusals to test, other violations of drug and alcohol testing regulations, and completion of return to duty requirements within the preceding three years.

All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take an alcohol test prior to the first time a driver performs a safety-sensitive function for the City, but only after a conditional offer of employment has been made. No applicant, including current employees seeking a transfer, will perform safety-sensitive functions unless the driver has received an alcohol test result from the MRO indicating a test result of .02 or less Blood Alcohol Content (“BAC”).

The City will contact the candidate’s DOT regulated previous and current employers within the last three years for drug and alcohol test results as referenced above and review the testing history if feasible before the employee first performs safety-sensitive functions for the City.³

¹ 49 C.F.R. §§ 382.107 (defining commercial motor vehicles, driver, and safety-sensitive functions) and .301-.311 (establishing required testing)

² 49 C.F.R. § 382.107 (defining safety-sensitive functions)

³ 49 C.F.R. § 382.301 (describing requirements of pre-employment testing)

2.1.2 Post-Accident Testing

As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the City will test each surviving driver for controlled substances and alcohol when the following occurs:

- The accident involves a fatality; or
- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene; or
- The driver receives a citation for a moving traffic violation from the accident and a vehicle is required to be towed from the accident scene.

The following chart summarizes when DOT post-accident testing needs to be conducted:

| Type of accident involved | Citation issued to the DOT covered CDL driver? | Test must be performed by the City |
|------------------------------------------------------------------------|------------------------------------------------|------------------------------------|
| i. Human fatality | YES | YES |
| | NO | YES |
| ii. Bodily injury with immediate medical treatment away from the scene | YES | YES |
| | NO | NO |
| iii. Disabling damage to any motor vehicle requiring tow away | YES | YES |
| | NO | NO |

A driver subject to post-accident testing must remain readily available, or the driver will be deemed to have refused to submit to testing. This requirement to remain ready for testing does not preclude a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.⁴

2.1.2.1 Post-Accident Controlled Substance Testing

Drivers are required to submit a urine sample for post-accident controlled substance testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not promptly administered.

2.1.2.2 Post-Accident Alcohol Testing

Drivers are required to submit to post-accident alcohol testing as soon as possible. After an accident, consuming alcohol is prohibited until the driver is tested. If the driver is not tested within two (2) hours after the accident, the City will prepare and maintain on file a record stating why the test was not administered within that time. If eight (8) hours have elapsed since the accident and the driver has not submitted to an alcohol test, the City will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

⁴ 49 C.F.R. § 382.303 (describing requirements of post-accident testing)

The City may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of controlled substances if:

- The tests are conducted by federal, state, or local officials having independent authority for the test, and
- The tests conform to applicable federal, state, or local testing requirements, and
- The test results can be obtained by the City.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the City and immediately report the existence of the test, providing the name, badge number, and telephone number of the law enforcement officer who conducted the test.

2.1.3 Random Testing

Every driver will be subject to unannounced alcohol and controlled substance testing on a random selection basis. Drivers will be selected for testing by use of a scientifically valid method under which each driver has an equal chance of being selected each time selections are made. These random tests will be conducted throughout the calendar year. Each driver who is notified of selection for random testing must cease performing safety-sensitive functions and report to the designated test site immediately. It is mathematically possible drivers may be selected and tested more than once, and others not at all.

If a driver is selected for a random test while he or she is absent, on leave, or away from work, that driver may be required to undergo the test when he or she returns to work.

For 2025, federal law requires the City to test at a rate of at least twenty-five percent (25%) of its average number of drivers for controlled substances each year, and to test at a rate of at least ten percent (10%) of its average number of drivers for alcohol each year. These minimum testing rates are subject to change by the DOT.⁵

2.1.4 Reasonable Suspicion Testing

When a supervisor has reasonable suspicion to believe a driver has engaged in conduct prohibited by federal law or this policy, the City will require the driver to submit to an alcohol and/or controlled substance test.

The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver." In the case of controlled substances, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

The required observations for reasonable suspicion testing will be made by a supervisor or other person designated by the City who has received appropriate training in identification of actions, appearance, and conduct of a driver, which are indicative of the use of alcohol or controlled substance. These observations leading to an alcohol or controlled substance test, will be reflected in writing, and signed by the supervisor who made the observations. The record will be retained by the City. The person who makes the determination that

⁵ 49 C.F.R. § 382.304 (describing requirements of random testing)

reasonable suspicion exists to conduct testing will not be the person conducting the testing, which shall instead be conducted by another qualified person.

Alcohol testing is authorized only if the observations are made during, just before, or just after the driver has ceased performing such functions. If a reasonable suspicion alcohol test is not administered within two (2) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If a reasonable suspicion alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the City will prepare and maintain on file a record stating the reasons the alcohol test was not administered and will cease attempts to conduct the alcohol test.

Notwithstanding the absence of a reasonable suspicion test, no driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol use, nor will the City permit the driver to perform or continue to perform safety-sensitive functions until: (1) an alcohol test is administered and the driver's alcohol concentration is less than .02; or (2) twenty-four (24) hours have elapsed following the determination of reasonable suspicion.⁶

2.1.5 Return-to-Duty Testing

The City reserves the right to impose discipline, up to and including discharge, against drivers who violate applicable DOT regulations or this policy, subject to applicable personnel policy and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the City consider reinstatement of a DOT covered driver, the driver must undergo a Substance Abuse Professional ("SAP") evaluation and participate in any prescribed education/treatment, and successfully complete a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP determines if the driver has completed the education/treatment as prescribed.

The employee is responsible for all costs associated with the return-to-duty test. The controlled substance test will be conducted under direct observation.⁷

2.1.6 Follow-Up Testing

The City reserves the right to impose discipline, up to and including discharge, against drivers who violate applicable DOT regulations or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers.

Should the City reinstate a driver following a determination by a Substance Abuse Professional ("SAP") that the driver is in need of assistance in resolving problems associated with alcohol use and/or use of controlled substance, the City will ensure that the

⁶ 49 C.F.R. § 382.305 (describing requirements of reasonable suspicion testing)

⁷ 49 C.F.R. § 40.305 (describing requirements of return-to-duty testing)

driver is subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing will be directed by the SAP, and will consist of at least six (6) tests in the first twelve (12) months following the driver's return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines such test is no longer necessary. The employee is responsible for all costs associated with follow-up tests.

Follow-up alcohol testing will be conducted only when the driver is performing safety-sensitive functions, or immediately prior to or after performing safety-sensitive functions.⁸

2.2 Cost of Required Testing

The City will pay for the cost of pre-employment, post-accident, random, and reasonable suspicion-controlled substance and alcohol testing requested or required of all job applicants and employees. The driver must pay for the cost of all requested confirmatory re-tests, return-to-duty, and follow-up testing.

2.3 Required Prior Controlled Substance and Alcohol Checks for Applicants

The City will conduct prior drug and alcohol checks of applicants for employment to drive a commercial motor vehicle. Applicants must execute a consent form authorizing the City to obtain the required information. The City will obtain (pursuant to the applicant's written consent) information on the applicant's alcohol test with a concentration result of 0.04 or greater, positive controlled substance test results, and refusals to be tested within the preceding three (3) years which are maintained by the applicant's previous employers. The City will obtain all information concerning the applicant which is maintained by the applicant's previous employers within the preceding three (3) years pursuant to DOT controlled substance and alcohol testing regulations. The City will review such records, if feasible, prior to the first time a driver performs safety-sensitive functions.⁹

2.4 Prohibited Conduct

The following conduct is explicitly prohibited by applicable DOT regulations and therefore constitutes violation of City policy.

2.4.1 Under the influence of alcohol when reporting for duty or while on duty

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from duty for at least 24 hours, escorted home, and placed on vacation/PTO leave for hours missed from work.¹⁰

2.4.2 On-Duty Use of Alcohol

No driver may use alcohol while performing safety-sensitive functions.¹¹

⁸ 49 C.F.R. §§ 40.305-.311 (describing requirements of follow-up testing)

⁹ 49 C.F.R. §§ 40.25 and 382.413 (describing requirements of test checks for applicants)

¹⁰ 49 C.F.R. §§ 40.23 and 382.201 and .501-.507 (establishing legal consequences for being under the influence)

¹¹ 49 C.F.R. §§ 382.205,.501, and .507 (establishing legal consequences for on-duty use)

2.4.3 Pre-Duty Use of Alcohol

No driver may perform safety-sensitive functions within four (4) hours after using alcohol. If an employee has had alcohol within four hours, they are to notify their supervisors before performing any safety-sensitive functions.¹²

2.4.4 Alcohol Use Following an Accident

No driver required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.¹³

2.4.5 Refusal to Submit to a Required Alcohol or Controlled Substance Test

No applicant or driver may refuse to submit to pre-employment, post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance testing.

In the event an applicant or driver does in fact refuse to submit to required alcohol or controlled substance testing, no test will be conducted. Refusal by a driver to submit to controlled substance or alcohol testing will be considered a positive test result, will cause disqualification from performing safety-sensitive functions, and may appear on the driver's permanent record. Drivers who refuse to submit to testing will be subject to discipline, up to and including discharge. If an applicant refuses to submit to pre-employment controlled substance testing, any applicable conditional offer will be withdrawn.

For purposes of this section, a driver is considered to have refused to submit to an alcohol or controlled substance test when the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing.
- Fails to provide adequate urine for controlled substance testing without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing.
- Altering or attempting to alter a urine sample or controlled substance test, or substituting or attempting to substitute a urine sample
- Fails to report for testing within a reasonable period of time, as determined by the City.
- Fails to remain at a testing site until testing is complete.
- In the case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the City and/or collector.
- Fails to undergo a medical examination as directed by the City pursuant to federal law.
- Refuses to complete and sign the alcohol testing form, to provide a breath or saliva sample, to provide an adequate amount of breath, or otherwise cooperate in any way that prevents the completion of the testing process.
- Engages in conduct that clearly obstructs the test process.¹⁴

¹² 49 C.F.R. §§ 382.207,.501, and .507 (establishing legal consequences for pre-duty use)

¹³ 49 C.F.R. §§ 382.209,.501, and .507 (establishing legal consequences for use following an accident)

¹⁴ 49 C.F.R. §§ 40.23 and 382.211,.501, and .507 (establishing legal consequences for test refusal)

2.4.6 Altering or Attempting to Alter a Urine Sample or Breath Test

A driver altering or attempting to alter a urine sample or controlled substance test, or substituting or attempting to substitute a urine sample, will be subject to providing a specimen under direct observation. Both specimens will be subject to laboratory testing. In such case, the employee may be subject to immediate discharge of employment, and any job offer made to an applicant will be immediately withdrawn.¹⁵

2.4.7 Controlled Substance Use

No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver in writing the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers must forward this information regarding therapeutic controlled substance use to the City immediately after receiving any such advice.

Having a medical marijuana card and/or a cannabis prescription from a physician does not allow anyone to use or possess that drug in the City's workplace. The federal government still classifies cannabis as an illegal drug. *There is no acceptable concentration of marijuana metabolites in the urine or blood of an employee who performs safety-sensitive duties for the City.* Employees are still subject to being tested under our policies, as well as for being disciplined, up to and including discharge, after testing positive for cannabis while at work.¹⁶

2.4.8 Controlled Substance Testing

No driver may report for duty, remain on-duty, or perform a safety-sensitive function if the driver tests positive for controlled substance.

In addition to the conduct prohibited by applicable DOT regulations, the City also maintains other applicable policies regarding drug and alcohol that are applicable to all employees. For specifics regarding those requirements, refer to the City's policy for non-DOT related drug and alcohol policy.¹⁷

2.5 Collection and Testing Procedures

Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use a City vehicle to drive to the collection site. Drivers will be expected to provide a photo ID card for identification to the collection staff. All drivers will be expected to cooperate with collection site personnel requests to remove any unnecessary outer garments such as coats, sweaters, or jackets, and will be required to empty their pockets. Collection personnel will complete a Federal Custody and Control Form ("CCF"), which drivers providing a sample will sign as well.¹⁸

¹⁵ 49 C.F.R. §§ 40.23 and .67 (establishing requirements for altered test results)

¹⁶ 49 C.F.R. §§ 40.23 and 382.213, .501-.503, and .507 (establishing legal consequences for controlled substance use)

¹⁷ 49 C.F.R. §§ 40.23 and 382.215, .501-.503, and .507 (establishing legal consequences for controlled substance use)

¹⁸ 49 C.F.R. §§ 40.61 (establishing preliminary testing steps)

2.5.1 Alcohol Testing

Employees will be tested for alcohol just before, during, or immediately following performance of a safety-sensitive function. If a driver is also taking a DOT controlled substance test, generally speaking, the alcohol test is completed before the urine collection process begins. Screening tests for alcohol concentration will be performed utilizing a non-evidential screening device included by the National Highway Traffic Safety Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”) at a collection site. An alcohol test usually takes approximately 15 minutes if the result is negative. If a driver’s first attempt is positive (with an alcohol concentration of .02 or greater), the driver will be asked to wait at least 15 minutes and then be tested again. The driver may not eat, drink or place anything in his/her mouth (e.g., cigarette, chewing gum) during this time. All confirmation tests will be conducted in a location that affords privacy

to the driver being tested, unless unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) make it impracticable to provide such privacy. Any results less than 0.02 alcohol concentration is considered a “negative” test result.

If the driver attempts and fails to provide an adequate amount of breath, he/she will be referred to a physician to determine if the driver’s inability to provide a specimen is genuine or constitutes a refusal to test. Alcohol test results are reported directly to the City by the collection site staff.¹⁹

2.5.2 Controlled Substance Testing

The City will use a “split urine specimen” collection procedure for controlled substance testing. Collection of urine specimens for controlled substance testing will be conducted by an approved collector and will be conducted in a setting and manner to ensure the driver’s privacy.

Controlled substance testing generally takes about 15 minutes. At the collection site, the driver will be given a sealed container and must provide at least 45 ml of urine for testing. Once the sample is provided the collection personnel will check the temperature and color and look for signs of contamination. The urine is then split into two separate specimen containers (A, or “primary,” and B, or “split”) with identifying labels and security seals affixed to both. The collection facility will be responsible for maintaining a proper chain of custody for delivery of the sample to a DHHS-certified laboratory for analysis. The laboratory will retain a sufficient portion of any positive sample for testing and store that portion in a scientifically acceptable manner for a minimum 365-day period.

If an employee fails to provide a sufficient amount of urine to permit a controlled substance test (45 milliliters of urine), the collector will discard the insufficient specimen, unless there is evidence of tampering with that specimen. The collector will urge the driver to drink up to 40 ounces of fluid, distributed reasonably over a period of up to three hours, or until the driver has provided a sufficient urine specimen, whichever occurs first. If the driver has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collector will cease efforts to attempt to obtain a specimen. The driver must then obtain, within five calendar days, an evaluation from a licensed physician, acceptable to the MRO,

¹⁹ 49 C.F.R. §§ 40.1, et. seq., and 382.301-.311 (establishing testing requirements)

who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. If the licensed physician concludes the driver has a medical condition, or with a high degree of probability could have, precluded the driver from providing a sufficient amount of urine, the City will consider the test to have been canceled. If a licensed physician cannot make such a determination, the City will consider the driver to have engaged in a refusal to test and will take appropriate disciplinary action under this policy.

The primary specimen is used for the first test. If the test is negative, it is reported to the MRO who then reports the result, following a review of the CCF Form for compliance, to the City. If the initial result is positive or non-negative, a "confirmatory retest" will be conducted on the primary specimen. If the confirmatory re-test is also positive, the result will be sent to the MRO. The MRO will contact the driver to verify the positive result. If the MRO is unable to reach the driver directly, the MRO must contact the City who will direct the driver to contact the MRO.²⁰

2.6 Review of Test Results

The MRO is a licensed physician with knowledge and clinical experience in substance abuse disorders and is responsible for receiving and reviewing laboratory results of the controlled substances test as well as evaluating medical explanations for certain drug test results. Prior to making a final decision to verify a positive test result, the MRO will give the driver or the job

applicant an opportunity to discuss the test result, typically through a phone call. The MRO, or a staff person under the MRO's supervision, will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the employee or job applicant wishes to discuss the test result:

- The individual may be required to speak and/or meet with the MRO, who will review the individual's medical history, including any medical records provided.
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result. If the employee or job applicant believes a mistake was made at the collection site, at the labor, on a chain-of-custody form, or that the drug test results are caused by lawful substance use, the employee should tell the MRO.
- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative, and the individual will be so advised.

If the MRO upholds the positive, adulterated or substituted drug determination, that test result will be provided to the City. There is no opportunity to explain a positive alcohol test provided in the DOT regulations.

The driver can request the MRO to have the split specimen (the second "B" container) tested at the driver's expense. This includes all costs that may be associated with the re-test. There is no split specimen testing for an invalid result. The driver has 72 hours after they have been notified of the positive result to make this request. If the employee requests an analysis of the split

²⁰ 49 C.F.R. §§ 40.1, et. seq., and 382.301-.311 (establishing testing requirements)

specimen, the MRO will direct the laboratory to send the split specimen to another certified laboratory for analysis.

If an employee has not contacted the MRO within 72 hours, the employee may present information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the employee from making timely contact. If the MRO concludes there is legitimate explanation for the employee's failure to contact within 72 hours, the MRO will direct the analysis of the split specimen.

If the results of the split specimen are negative, the City may pay for all costs associated with the rest and there will be no adverse action taken against the employee or job applicant.²¹

2.7 Notification of Test Results

2.7.1 Employees

The City will notify a driver of the results of random, reasonable suspicion, and post-accident tests for controlled substance if the test results are verified positive, and will inform the driver which controlled substance or substances were verified as positive. Results of alcohol tests will be immediately available from the collection agent.²²

2.7.2 Right to Confirmatory Retest

Within seventy-two (72) hours after receiving notice of a positive controlled substance test result, an applicant or driver may request through the MRO a re-analysis (confirmatory retest) of the driver's split specimen. Action required by federal regulation as a result of a positive controlled substance test (e.g., removal from safety-sensitive functions) will not be stayed during retesting of the split specimen. If the result of the confirmatory retest fails to reconfirm the presence of the controlled substance(s) or controlled substance metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO will cancel the test.²³

2.7.3 Dilute Specimens

Dilute Negatives Creatinine concentration of specimen is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL. If the City receives information that a driver has provided a dilute negative specimen, the City will direct a recollection, pursuant to the MRO's direction, under direct observation.²⁴

2.8 Consequences for Drivers Engaging in Prohibited Conduct

2.8.1 Job Applicants

Any applicable conditional offer of employment will be withdrawn from a job applicant or employee seeking a transfer who refuses to be tested, or tests positive for controlled substance pursuant to this policy.

²¹ 49 C.F.R. §§ 40.1, et. seq., (establishing testing review process)

²² 49 C.F.R. § 382.411 (establishing employer notice requirements)

²³ 49 C.F.R. §§ 40.131, .153, .171, et. seq., (establishing retest process)

²⁴ *Id.*

2.8.2 Employees²⁵

Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substance, as defined earlier in this policy, are subject to the following consequences:

2.8.2.1 Removal from Safety-Sensitive Functions

No driver may perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by federal law.

No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 may perform or continue to perform safety-sensitive functions for the City, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty, but not less than twenty-four (24) hours following administration of the test.

If a driver tests positive under this policy or is found to have an alcohol concentration of .02 or greater but less than .04, the driver will be removed from safety sensitive duties and escorted home; the driver should not drive home but be escorted to his or her home. The driver will then be placed on vacation/PTO, for hours missed from work.²⁶

2.8.2.2 Notification of Resources Available

The City will advise each driver who has engaged in conduct prohibited by federal law, or who has a positive alcohol or controlled substance test, of the resources available to the driver, including but not limited to the City's EAP, in evaluating and resolving problems associated with the misuse of alcohol and use of a controlled substance, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs. The City will provide this SAP listing in writing at no cost to the driver.

2.8.2.3 Discipline, up to and including discharge

The City reserves the right to impose whatever discipline, up to and including discharge, the City deems appropriate at its sole discretion, up to and including

termination for a first occurrence, against drivers who violate applicable DOT regulations or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the City is not obligated to reinstate or requalify such drivers following a first positive confirmed controlled substance or alcohol test result.

2.8.2.4 Evaluation and Return to Duty Testing

Should the City wish to consider reinstatement of a driver who engaged in conduct prohibited by federal law and/or who had a positive alcohol or controlled substance test, the driver must undergo a SAP evaluation, participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled

²⁵ 49 C.F.R. §§ 40.23 and .281-.313 and 382.201-.217 and .501-.507 (establishing legal consequences for alcohol and controlled substance violations)

²⁶ *Id.*

substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substance use and will ensure the driver properly follows any rehabilitation program and submits to unannounced follow-up alcohol and controlled substance testing.

2.8.2.5 Follow-Up Testing

If the driver passes the return-to-duty test, he/she will be subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency for such follow-up testing will be as directed by the SAP and will consist of at least six tests in the first twelve months. These tests will be conducted under direct observation.

2.8.2.6 Refusal to Test

All drivers and applicants have the right to refuse to take a required alcohol and/or controlled substance test. If an employee refuses to undergo testing, the employee will be considered to have tested positive and may be subject to disciplinary action, up to and including termination. Refer to Refusing to Test provided earlier in this policy.

2.8.2.7 Responsibility for Cost of Evaluation and Rehabilitation

Drivers will be responsible for paying the cost of evaluation and rehabilitation (including services provided by a Substance Abuse Professional) recommended or required by the City or DOT regulations, except to the extent that such expense is covered by an applicable employee benefit plan or imposed on the City pursuant to a collective bargaining agreement.

2.9 Loss of CDL License for Traffic Violations in Commercial and Personal Vehicles

DOT has strict regulations impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in anyway.²⁷

2.10 Maintenance and Disclosure of Records

Except as required or authorized by law, the City will not release driver's information that is contained in records required to be maintained by this policy or DOT regulations. Certain information related to tests are required to be available to prospective employers and state licensing authorities. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a controlled substance, including any records pertaining to his or her alcohol or controlled substance tests.²⁸

2.11 Policy Contact for Additional Information

If you have any questions about this policy or the City's controlled substance and alcohol testing procedures, you may contact Human Resources to obtain additional information.

²⁷ 49 C.F.R. §§ 383.31, .33, .38, .51, and .53 (establishing notice of violations and license loss as a disqualification of drivers)

²⁸ 49 C.F.R. §§ 382.401-.415 and .701-.727 (addressing handling of test records)

Section 3 Definitions

Accident:

An incident involving a commercial motor vehicle in which there is either a fatality, bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or a vehicle being required to be towed from the scene. The term “accident” does not include an occurrence involving only boarding and alighting from a stationary motor vehicle; an occurrence involving only the loading or unloading of cargo; or an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with federal regulations.²⁹

Alcohol Concentration (or Content):

The alcohol on a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.³⁰

Alcohol Use:

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.³¹

Applicant:

A person applying to drive a commercial motor vehicle.³²

Breath Alcohol Technician or BAT:

An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).³³

City:

City of Bemidji

City Premises:

All job sites, facilities, offices, buildings, structures, equipment, vehicles and parking areas, whether owned, leased, used or under the control of the City.

Collection Site:

A place designated by the City where drivers present themselves for the purpose of providing a specimen of their urine or breath to be analyzed for the presence of alcohol or controlled substances.³⁴

Commercial Motor Vehicle:

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (1) has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whoever is greater, inclusive of a towed unit(s) with a gross

²⁹ 49 C.F.R. § 177.823; 49 C.F.R. § 382.303(a); 49 C.F.R. § 382.303(f)

³⁰ 49 C.F.R. § 382.107

³¹ *Id.*

³² *Id.*

³³ 49 C.F.R. § 40.3

³⁴ *Id.*

vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or (2) has a gross vehicle weight rating or gross vehicle weight of 26,001 or more pounds, whichever is greater; or (3) is designed to transport sixteen (16) or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulation.³⁵

Confirmation (or Confirmatory) Test:

For alcohol testing, a second test, following a screening test with a result of 0.02 grams or greater of alcohol per 210 liters of breath, that provides quantitative data of alcohol concentration. For controlled substance testing, “Confirmation (or Confirmatory) Test” means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy.³⁶

Controlled Substance:

Marijuana, amphetamines, opioids, (including heroin), phencyclidine (PCP), cocaine, and any of their metabolites are included within this definition.³⁷

Department of Transportation or DOT:

The United States Department of Transportation.

DHHS:

The Department of Health & Human Services or any designee of the Secretary, Department of Health & Human Services.³⁸

Disabling Damage:

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight or taillight damage or damage to turn signals, horn or windshield wipers which make them inoperative.³⁹

Driver:

Any person who operates a commercial motor vehicle. For purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle.⁴⁰

Drug:

Has the same meaning as “controlled substance.”

Employee seeking a transfer:

³⁵ 49 C.F.R. chapter I, subchapter C.

³⁶ 49 C.F.R. § 382.107

³⁷ 49 C.F.R. § 382.107; 49 C.F.R. § 40.85

³⁸ 49 C.F.R. § 40.3

³⁹ 49 C.F.R. § 382.107

⁴⁰ *Id.*

Refers to an employee who is not subject to DOT regulations seeking a transfer to a position that will subject them to DOT regulations in the sought after position.

Evidential Breath Testing Device or EBT:

A device approved by the National Highway Traffic Safety Administration (“NHTSA”) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.”⁴¹

Medical Review Officer or MRO:

A licensed physician responsible for receiving and reviewing laboratory results generated by a controlled substance testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.⁴²

Positive Test Result:

A finding of the presence of alcohol or controlled substance, or their metabolites, in the sample tested in levels at or above the threshold detection levels established by applicable law.

Reasonable Suspicion:

A belief a driver has engaged in conduct prohibited by the DOT controlled substance and alcohol testing regulations, except when related solely to the possession of alcohol, based on specific contemporaneous, articulable observations made by a supervisor or City official who has received appropriate training concerning the appearance, behavior, speech or body odors of the driver. The determination of reasonable suspicion will be made in writing on a Reasonable Suspicion Record Form during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. In the case of a controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

Safety-Sensitive Function:

All time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at a city plant, terminal, facility, or other property, or on any public property,
- waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 C.F.R. § 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 C.F.R. § 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.⁴³

⁴¹ 49 C.F.R. § 40.3

⁴² 49 C.F.R. § 40.3

⁴³ 49 C.F.R. § 382.107

Screening Test (also known as Initial Test):

In alcohol testing, an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. Screening tests may be conducted by utilizing a non-evidential screening device included by the National Highway Traffic Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”). In controlled substance testing, “Screening Test” means an immunoassay screen to eliminate “negative” urine specimens from further consideration.⁴⁴

Substance Abuse Professional” or “SAP”:

A licensed physician, licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction

counselor (certified by the National Association of Alcoholism and Controlled Substance Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.⁴⁵

⁴⁴ 49 C.F.R. § 382.107

⁴⁵ 49 C.F.R. § 40.281

CERTIFICATE OF RECEIPT

I have received a copy of the City of [city name]'s DOT Drug and Alcohol Testing Policy.

Date

Driver's Signature

Driver's Name (printed)

Driver's Identification

Please sign and return this form.

DRAFT

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve Amended Legal Services Agreement with the Bemidji Regional Airport Authority
Prepared By: Katie Nolting, City Attorney

Background:

The Bemidji Regional Airport Authority (Airport Authority) had requested changes to the Legal Services Agreement for 2026 that council had approved on the January 20, 2026 council meeting. The two changes are:

1. Change the notice required to terminate the Agreement from 120 days to 90 days; and
2. Adding language that if the Agreement is terminated prior to December 31, 2026 by either party, the City will reimburse the Airport Authority a pro rata share of the \$24,500 fee for 2026.

Recommendation:

Approve the 2026 Legal Services Agreement with the Bemidji Regional Airport Authority Agreement with the Airport Authority's recommended changes.

**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 Regional 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 the Authority legal representation for all matters where the City Attorney does not have a conflict or the Authority, after consultation with the City Attorney, determines 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 acknowledges 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 April 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 regard 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 March 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/her 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 **90 days written notice** to the other parties. **If either party exercises**

the termination clause, the City agrees to reimburse the Authority a prorated amount of Two Thousand Forty-One Dollars and no/100 (\$2,041.00) per month for the remainder of this Agreement.

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: March 2, 2026
Action Requested: Approve MOU with Local #49
Prepared By: Rich Spiczka, City Manager

Background:

Approval of a Memorandum of Understanding is being requested with Local #49 to add a foreman position to the Collective Bargaining Agreement and to have the position filled with the Parks and Trails Department.

Recommendation:

Approve MOU with Local #49.

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

EUGENE J. GROVER, President
MARK J. POTHEN, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARVIN J. HOSE, Treasurer



RYAN P. DAVIES
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

MEMORANDUM OF UNDERSTANDING

Between

City of Bemidji

and

International Union of Operating Engineer Local #49 Union

WHEREAS, the City of Bemidji (hereinafter "City") and International Union of Operating Engineer Local #49 Union (hereinafter "Union") representing the I.U.O.E. Local #49 Members of the City of Bemidji, are bound by the Collective Bargaining Agreement (hereinafter "Bargaining Agreement") dated January 1, 2025, through December 31, 2027; and

WHEREAS, the City is requesting the Foreman – Parks and Trails position be added into the I.U.O.E. Local #49 Collective Bargaining Agreement and to have the position filled within the Parks and Trails Department; and

NOW, THEREFORE, the City and the Local #49 Union agree that the Foreman – Parks and Trails position (Grade 11) be added to the Local 49 Collective Bargaining Agreement; the Wage Schedule for 2026 and 2027 attached for reference.

IN WITNESS WHEREOF, the parties acknowledge that they have read the forgoing agreement and, by signing, hereby affirm that they fully understand and agree to its terms and applications.

City Bemidji – City Manager



I.U.O.E. Local #49 Union Business Agent

Date: _____

Date: 2-24-26



City of Bemidji
Foreman - Parks and Trails

| | | | |
|---------------------------|------------------------------------------|-------------------------|-----------------------------------------------------|
| Class Spec Code | 09017 | Established Date | 01/22/2026 |
| Last Revised Date | 02/05/2026 | Salary Range | \$0.00 Hourly \$0.00 Biweekly \$0.00 Annually |
| Bargaining Unit | 49 | EEO | EEO4-Officials & Administrators |
| Occupational Group | N/A | FLSA | Non-Exempt |
| Benefit Code | OPERATING ENGINEER UNION - IUOE 49 | | |

GENERAL PURPOSE

The Parks and Trails Foreman provides daily supervision and hands-on leadership to Parks and Trails Department maintenance staff while actively performing maintenance of City parks, trails, urban forest, athletic fields, playgrounds, beaches, and related Park facilities. This position assists in planning, organizing, and delegating day-to-day park and trail operations. The Foreman coordinates staff assignments and schedules, operates and oversees equipment use, and ensures work is completed safely, efficiently, and in compliance with City policies and standards. This role supports seasonal operations, emergency response, and specialized maintenance activities as needed. The position serves as a critical link between management and field staff to ensure high-quality maintenance and safe, welcoming public recreational spaces.

Supervision Received

- Works under the general supervision of the Parks & Trails Director.

Supervision Exercised

- Provides supervision, work direction and training to lower-level Parks & Trails Department personnel, summer seasonal, part-time and other assigned personnel.

ESSENTIAL DUTIES & RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Performs and oversees all duties associated with Maintenance Parks I, II, III-Arborist positions with minimal supervision, ensuring tasks are completed safely, efficiently, and in accordance with established policies, procedures, and operational standards.
- Plans, develops, and standardizes work procedures to improve efficiency and effectiveness of park and trail operations; evaluates workflows and expedites work completion to meet departmental goals.
- Works collaboratively with the Parks and Trails Director to establish priorities and schedule weekly, monthly, and annual maintenance and operational activities across all parks and trails facilities.
- Assigns, coordinates, and monitors work activities by matching tasks to appropriate personnel; provides clear instructions and inspects completed work for quality, accuracy, neatness, and compliance.
- Projects, plans, and coordinates equipment, materials, and supplies required for assigned projects and ongoing maintenance operations.
- Participates in employee recruitment, interviewing, training, and performance evaluation of full-time, part-time, and seasonal Parks and Trails Department staff.
- Oversees and coordinates comprehensive grounds maintenance programs, including turf, trees, shrubs, and vegetation; directs seeding, fertilizing, top dressing, soil conditioning, irrigation, pest control, and weed management.
- Ensures the high-quality maintenance, preparation, and safety of athletic fields and surrounding areas, including baseball, softball, and other sports facilities.
- Coordinates and facilitates regular inspection, maintenance, and repair of playground and recreational equipment to ensure public safety and regulatory compliance.
- Oversees and coordinates seasonal operations, including snow plowing, sidewalk clearing, ice rink flooding and maintenance, and other weather-related park services.
- Oversees the installation, maintenance, and seasonal removal of City docks, beaches, waterfront facilities, and holiday lighting displays.
- Assigns, coordinates and performs arboricultural duties including tree inspections, hazard assessment, aerial bucket truck operations, and felling of dead, diseased, or dangerous trees to protect public safety and tree health.
- Ensures all tools, vehicles, and equipment are properly maintained, serviced, and in safe working condition; oversees equipment repair and assists with fabrication or modification as needed.
- Provides leadership and safety oversight for assigned personnel; assigns, delegates, and monitors work to ensure timely and effective task completion; and coordinates work with other City departments as required.
- Responsible for coordinating and delegating after-hours and emergency response activities and serves as Acting Supervisor during extended absences of the Parks and Trails Director.
- Performs other parks and trails related duties as required or assigned.
- Serves as a member of various employee committees as assigned.

MINIMUM QUALIFICATIONS

Education & Experience

- Graduation from high school or GED equivalent; and
- Four (4) years' experience in park and trails facilities operation and maintenance.
- Three (3) years' experience of supervisor duties.
- Must possess a Minnesota Non-Commercial pesticide license or have the ability to obtain one within six (6) months of employment of position.
- Must possess a Playground Safety Inspector Certification or have the ability to obtain one within one (1) year of employment in the position.
- Two (2) years' experience in urban forestry.
- Must possess a Minnesota Tree Inspector's license upon hire.
- Must possess a valid MN Driver's License or be able to obtain one by hire.

Necessary Knowledge, Skills & Abilities

- Must have sufficient experience in the field of parks maintenance to have acquired extensive knowledge of methods, materials, tools, and equipment used in all phases including a basic knowledge of electricity, plumbing, carpentry, cement work, and irrigation systems.
- Demonstrated knowledge of horticulture and grounds maintenance practices, including lawn care, shrub maintenance, and tree care; thorough understanding of the equipment, materials, and supplies used in parks and trails facility maintenance; working knowledge of small engine operation and maintenance; and a working knowledge of first aid procedures and applicable safety practices.
- Must have the ability to plan, schedule and review the work and performance of others in a manner conducive to proficient performance and high moral.
- Skill in the operation of listed tools and equipment.
- Ability to perform heavy manual tasks for extended periods of time; ability to work safely; ability to communicate effectively verbally and in writing; ability to function in a team-based environment, and to establish and maintain effective working relationships with employees, other departments and the public; ability to understand, transmit and carry out written and oral instructions.
- Demonstrated knowledge of Microsoft Office platform, including Word, Excel, Outlook and Teams.

SUPPLEMENTAL INFORMATION

Tools & Equipment Used

- Pickup truck and bucket truck; bobcat, lawn and landscaping equipment, including tractors, loaders, mowers, chain saws, edgers, weed trimmers, electric motors, pumps, sprinklers and irrigation systems; miscellaneous hand and power tools for turf maintenance, carpentry, painting, plumbing, electrical, and cement finishing work.

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand; walk; talk and hear; and use hands to finger, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl. Required to work from a bucket truck at heights up to seventy-five (75) feet.
- The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move more than one hundred (100) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee regularly works in outside weather conditions. The employee frequently works in high, precarious places and near moving mechanical parts; and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, vibration and risk of electrical shock.
- The noise level in the work environment is usually moderately loud to loud.

Selection & Application Guidelines

- Formal application, rating of education and experience oral interview and reference check will be conducted. Job-related testing may be required.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements

Wage Scale BT 2026 w/3.5% COLA Increase added

| Annual Grade | Step A | B | C | D | E | F | G | H | I |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1 | \$ 42,300.87 | \$ 43,569.89 | \$ 44,876.99 | \$ 46,223.30 | \$ 47,610.00 | \$ 49,038.30 | \$ 50,509.45 | \$ 52,024.73 | \$ 53,585.47 |
| 2 | \$ 45,050.42 | \$ 46,401.94 | \$ 47,794.00 | \$ 49,227.82 | \$ 50,704.65 | \$ 52,225.79 | \$ 53,792.56 | \$ 55,406.34 | \$ 57,068.53 |
| 3 | \$ 47,978.38 | \$ 49,417.73 | \$ 50,900.26 | \$ 52,427.27 | \$ 54,000.09 | \$ 55,620.09 | \$ 57,288.70 | \$ 59,007.36 | \$ 60,777.58 |
| 4 | \$ 51,096.69 | \$ 52,629.59 | \$ 54,208.48 | \$ 55,834.73 | \$ 57,509.78 | \$ 59,235.07 | \$ 61,012.12 | \$ 62,842.48 | \$ 64,727.76 |
| 5 | \$ 54,418.23 | \$ 56,050.77 | \$ 57,732.30 | \$ 59,464.27 | \$ 61,248.20 | \$ 63,085.64 | \$ 64,978.21 | \$ 66,927.56 | \$ 68,935.38 |
| 6 | \$ 57,955.87 | \$ 59,694.54 | \$ 61,485.38 | \$ 63,329.94 | \$ 65,229.84 | \$ 67,186.74 | \$ 69,202.34 | \$ 71,278.41 | \$ 73,416.76 |
| 7 | \$ 61,723.40 | \$ 63,575.11 | \$ 65,482.36 | \$ 67,446.83 | \$ 69,470.24 | \$ 71,554.34 | \$ 73,700.97 | \$ 75,912.00 | \$ 78,189.36 |
| 8 | \$ 65,735.55 | \$ 67,707.62 | \$ 69,738.84 | \$ 71,831.01 | \$ 73,985.94 | \$ 76,205.52 | \$ 78,491.68 | \$ 80,846.43 | \$ 83,271.83 |
| 9 | \$ 70,007.94 | \$ 72,108.18 | \$ 74,271.42 | \$ 76,499.56 | \$ 78,794.55 | \$ 81,158.39 | \$ 83,593.14 | \$ 86,100.93 | \$ 88,683.96 |
| 10 | \$ 74,558.04 | \$ 76,794.78 | \$ 79,098.62 | \$ 81,471.58 | \$ 83,915.73 | \$ 86,433.20 | \$ 89,026.20 | \$ 91,696.98 | \$ 94,447.89 |
| 11 | \$ 79,404.25 | \$ 81,786.37 | \$ 84,239.97 | \$ 86,767.17 | \$ 89,370.18 | \$ 92,051.29 | \$ 94,812.82 | \$ 97,657.21 | \$ 100,586.92 |
| 12 | \$ 84,565.87 | \$ 87,102.85 | \$ 89,715.93 | \$ 92,407.41 | \$ 95,179.64 | \$ 98,035.02 | \$ 100,976.07 | \$ 104,005.36 | \$ 107,125.52 |
| 13 | \$ 90,062.23 | \$ 92,764.09 | \$ 95,547.02 | \$ 98,413.43 | \$ 101,365.83 | \$ 104,406.80 | \$ 107,539.01 | \$ 110,765.18 | \$ 114,088.13 |
| 14 | \$ 95,916.30 | \$ 98,793.79 | \$ 101,757.60 | \$ 104,810.33 | \$ 107,954.64 | \$ 111,193.28 | \$ 114,529.08 | \$ 117,964.95 | \$ 121,503.90 |
| 15 | \$ 102,151.08 | \$ 105,215.61 | \$ 108,372.08 | \$ 111,623.24 | \$ 114,971.94 | \$ 118,421.10 | \$ 121,973.73 | \$ 125,632.94 | \$ 129,401.93 |
| 16 | \$ 108,790.48 | \$ 112,054.19 | \$ 115,415.82 | \$ 118,878.29 | \$ 122,444.64 | \$ 126,117.98 | \$ 129,901.52 | \$ 133,798.56 | \$ 137,812.52 |
| 17 | \$ 115,862.08 | \$ 119,337.94 | \$ 122,918.08 | \$ 126,605.62 | \$ 130,403.79 | \$ 134,315.90 | \$ 138,345.38 | \$ 142,495.74 | \$ 146,770.61 |
| 18 | \$ 123,393.47 | \$ 127,095.28 | \$ 130,908.13 | \$ 134,835.38 | \$ 138,880.44 | \$ 143,046.85 | \$ 147,338.26 | \$ 151,758.41 | \$ 156,311.16 |
| 19 | \$ 131,414.08 | \$ 135,356.51 | \$ 139,417.20 | \$ 143,599.72 | \$ 147,907.71 | \$ 152,344.94 | \$ 156,915.29 | \$ 161,622.75 | \$ 166,471.43 |
| 20 | \$ 139,956.10 | \$ 144,154.78 | \$ 148,479.43 | \$ 152,933.81 | \$ 157,521.83 | \$ 162,247.48 | \$ 167,114.90 | \$ 172,128.35 | \$ 177,292.20 |
| 21 | \$ 149,053.55 | \$ 153,525.15 | \$ 158,130.91 | \$ 162,874.83 | \$ 167,761.08 | \$ 172,793.91 | \$ 177,977.73 | \$ 183,317.06 | \$ 188,816.57 |
| 22 | \$ 158,744.86 | \$ 163,506.54 | \$ 168,411.05 | \$ 173,462.68 | \$ 178,665.84 | \$ 184,025.07 | \$ 189,545.82 | \$ 195,232.20 | \$ 201,089.16 |

| Bi-Weekly Grade | Step | A | B | C | D | E | F | G | H | I |
|-----------------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | \$ | 1,626.96 | 1,675.77 | 1,726.04 | 1,777.82 | 1,831.15 | 1,886.09 | 1,942.67 | 2,000.95 | 2,060.98 |
| 2 | \$ | 1,732.71 | 1,784.69 | 1,838.23 | 1,893.38 | 1,950.18 | 2,008.68 | 2,068.94 | 2,131.01 | 2,194.94 |
| 3 | \$ | 1,845.32 | 1,900.68 | 1,957.70 | 2,016.43 | 2,076.93 | 2,139.23 | 2,203.41 | 2,269.51 | 2,337.60 |
| 4 | \$ | 1,965.26 | 2,024.22 | 2,084.94 | 2,147.49 | 2,211.91 | 2,278.27 | 2,346.62 | 2,417.02 | 2,489.53 |
| 5 | \$ | 2,093.01 | 2,155.80 | 2,220.47 | 2,287.09 | 2,355.70 | 2,426.37 | 2,499.16 | 2,574.14 | 2,651.36 |
| 6 | \$ | 2,229.07 | 2,295.94 | 2,364.82 | 2,435.77 | 2,508.84 | 2,584.11 | 2,661.63 | 2,741.48 | 2,823.72 |
| 7 | \$ | 2,373.98 | 2,445.20 | 2,518.55 | 2,594.11 | 2,671.93 | 2,752.09 | 2,834.65 | 2,919.69 | 3,007.28 |
| 8 | \$ | 2,528.29 | 2,604.14 | 2,682.26 | 2,762.73 | 2,845.61 | 2,930.98 | 3,018.91 | 3,109.48 | 3,202.76 |
| 9 | \$ | 2,692.61 | 2,773.39 | 2,856.59 | 2,942.29 | 3,030.56 | 3,121.48 | 3,215.12 | 3,311.57 | 3,410.92 |
| 10 | \$ | 2,867.62 | 2,953.65 | 3,042.25 | 3,133.52 | 3,227.53 | 3,324.35 | 3,424.08 | 3,526.81 | 3,632.61 |
| 11 | \$ | 3,054.01 | 3,145.63 | 3,240.00 | 3,337.20 | 3,437.31 | 3,540.43 | 3,646.65 | 3,756.05 | 3,868.73 |
| 12 | \$ | 3,252.53 | 3,350.11 | 3,450.61 | 3,554.13 | 3,660.76 | 3,770.58 | 3,883.70 | 4,000.21 | 4,120.21 |
| 13 | \$ | 3,463.93 | 3,567.85 | 3,674.89 | 3,785.13 | 3,898.69 | 4,015.65 | 4,136.12 | 4,260.20 | 4,388.01 |
| 14 | \$ | 3,689.09 | 3,799.76 | 3,913.75 | 4,031.17 | 4,152.10 | 4,276.66 | 4,404.96 | 4,537.11 | 4,673.23 |
| 15 | \$ | 3,928.89 | 4,046.75 | 4,168.16 | 4,293.20 | 4,422.00 | 4,554.66 | 4,691.30 | 4,832.04 | 4,977.00 |
| 16 | \$ | 4,184.25 | 4,309.78 | 4,439.07 | 4,572.24 | 4,709.41 | 4,850.69 | 4,996.21 | 5,146.10 | 5,300.48 |
| 17 | \$ | 4,456.23 | 4,589.92 | 4,727.62 | 4,869.45 | 5,015.53 | 5,166.00 | 5,320.98 | 5,480.61 | 5,645.02 |
| 18 | \$ | 4,745.90 | 4,888.28 | 5,034.93 | 5,185.98 | 5,341.56 | 5,501.80 | 5,666.86 | 5,836.86 | 6,011.97 |
| 19 | \$ | 5,054.39 | 5,206.02 | 5,362.20 | 5,523.07 | 5,688.76 | 5,859.42 | 6,035.20 | 6,216.26 | 6,402.75 |
| 20 | \$ | 5,382.93 | 5,544.41 | 5,710.75 | 5,882.07 | 6,058.53 | 6,240.29 | 6,427.50 | 6,620.32 | 6,818.93 |
| 21 | \$ | 5,732.83 | 5,904.81 | 6,081.96 | 6,264.42 | 6,452.35 | 6,645.92 | 6,845.30 | 7,050.66 | 7,262.18 |
| 22 | \$ | 6,105.57 | 6,288.71 | 6,477.35 | 6,671.64 | 6,871.76 | 7,077.89 | 7,290.22 | 7,508.93 | 7,734.20 |

| Hourly Grade | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|--------|
| 1 \$ | 20.34 \$ | 20.95 \$ | 21.58 \$ | 22.22 \$ | 22.89 \$ | 23.58 \$ | 24.28 \$ | 25.01 \$ | 25.76 |
| 2 \$ | 21.66 \$ | 22.31 \$ | 22.98 \$ | 23.67 \$ | 24.38 \$ | 25.11 \$ | 25.86 \$ | 26.64 \$ | 27.44 |
| 3 \$ | 23.07 \$ | 23.76 \$ | 24.47 \$ | 25.21 \$ | 25.96 \$ | 26.74 \$ | 27.54 \$ | 28.37 \$ | 29.22 |
| 4 \$ | 24.57 \$ | 25.30 \$ | 26.06 \$ | 26.84 \$ | 27.65 \$ | 28.48 \$ | 29.33 \$ | 30.21 \$ | 31.12 |
| 5 \$ | 26.16 \$ | 26.95 \$ | 27.76 \$ | 28.59 \$ | 29.45 \$ | 30.33 \$ | 31.24 \$ | 32.18 \$ | 33.14 |
| 6 \$ | 27.86 \$ | 28.70 \$ | 29.56 \$ | 30.45 \$ | 31.36 \$ | 32.30 \$ | 33.27 \$ | 34.27 \$ | 35.30 |
| 7 \$ | 29.67 \$ | 30.56 \$ | 31.48 \$ | 32.43 \$ | 33.40 \$ | 34.40 \$ | 35.43 \$ | 36.50 \$ | 37.59 |
| 8 \$ | 31.60 \$ | 32.55 \$ | 33.53 \$ | 34.53 \$ | 35.57 \$ | 36.64 \$ | 37.74 \$ | 38.87 \$ | 40.03 |
| 9 \$ | 33.66 \$ | 34.67 \$ | 35.71 \$ | 36.78 \$ | 37.88 \$ | 39.02 \$ | 40.19 \$ | 41.39 \$ | 42.64 |
| 10 \$ | 35.85 \$ | 36.92 \$ | 38.03 \$ | 39.17 \$ | 40.34 \$ | 41.55 \$ | 42.80 \$ | 44.09 \$ | 45.41 |
| 11 \$ | 38.18 \$ | 39.32 \$ | 40.50 \$ | 41.71 \$ | 42.97 \$ | 44.26 \$ | 45.58 \$ | 46.95 \$ | 48.36 |
| 12 \$ | 40.66 \$ | 41.88 \$ | 43.13 \$ | 44.43 \$ | 45.76 \$ | 47.13 \$ | 48.55 \$ | 50.00 \$ | 51.50 |
| 13 \$ | 43.30 \$ | 44.60 \$ | 45.94 \$ | 47.31 \$ | 48.73 \$ | 50.20 \$ | 51.70 \$ | 53.25 \$ | 54.85 |
| 14 \$ | 46.11 \$ | 47.50 \$ | 48.92 \$ | 50.39 \$ | 51.90 \$ | 53.46 \$ | 55.06 \$ | 56.71 \$ | 58.42 |
| 15 \$ | 49.11 \$ | 50.58 \$ | 52.10 \$ | 53.67 \$ | 55.27 \$ | 56.93 \$ | 58.64 \$ | 60.40 \$ | 62.21 |
| 16 \$ | 52.30 \$ | 53.87 \$ | 55.49 \$ | 57.15 \$ | 58.87 \$ | 60.63 \$ | 62.45 \$ | 64.33 \$ | 66.26 |
| 17 \$ | 55.70 \$ | 57.37 \$ | 59.10 \$ | 60.87 \$ | 62.69 \$ | 64.57 \$ | 66.51 \$ | 68.51 \$ | 70.56 |
| 18 \$ | 59.32 \$ | 61.10 \$ | 62.94 \$ | 64.82 \$ | 66.77 \$ | 68.77 \$ | 70.84 \$ | 72.96 \$ | 75.15 |
| 19 \$ | 63.18 \$ | 65.08 \$ | 67.03 \$ | 69.04 \$ | 71.11 \$ | 73.24 \$ | 75.44 \$ | 77.70 \$ | 80.03 |
| 20 \$ | 67.29 \$ | 69.31 \$ | 71.38 \$ | 73.53 \$ | 75.73 \$ | 78.00 \$ | 80.34 \$ | 82.75 \$ | 85.24 |
| 21 \$ | 71.66 \$ | 73.81 \$ | 76.02 \$ | 78.31 \$ | 80.65 \$ | 83.07 \$ | 85.57 \$ | 88.13 \$ | 90.78 |
| 22 \$ | 76.32 \$ | 78.61 \$ | 80.97 \$ | 83.40 \$ | 85.90 \$ | 88.47 \$ | 91.13 \$ | 93.86 \$ | 96.68 |

| Firefighter | Step (2496 hours) A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I |
|-------------|---------------------|----------|----------|----------|----------|----------|----------|----------|--------|
| 9 \$ | 28.05 \$ | 28.89 \$ | 29.76 \$ | 30.65 \$ | 31.57 \$ | 32.52 \$ | 33.49 \$ | 34.50 \$ | 35.53 |

Wage Scale 2027 w/3.0% COLA increase added

| Annual Grade | Step | | | | | | | | | |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--|
| | A | B | C | D | E | F | G | H | I | |
| 1 | \$ 43,569.90 | \$ 44,876.99 | \$ 46,223.30 | \$ 47,610.00 | \$ 49,038.30 | \$ 50,509.45 | \$ 52,024.73 | \$ 53,585.47 | \$ 55,193.03 | |
| 2 | \$ 46,401.93 | \$ 47,794.00 | \$ 49,227.82 | \$ 50,704.65 | \$ 52,225.79 | \$ 53,792.56 | \$ 55,406.34 | \$ 57,069.53 | \$ 58,780.59 | |
| 3 | \$ 49,417.73 | \$ 50,900.26 | \$ 52,427.27 | \$ 54,000.09 | \$ 55,620.09 | \$ 57,288.69 | \$ 59,007.36 | \$ 60,777.58 | \$ 62,600.91 | |
| 4 | \$ 52,629.59 | \$ 54,208.48 | \$ 55,834.73 | \$ 57,509.77 | \$ 59,235.07 | \$ 61,012.12 | \$ 62,842.48 | \$ 64,727.75 | \$ 66,669.59 | |
| 5 | \$ 56,050.78 | \$ 57,732.29 | \$ 59,464.27 | \$ 61,248.20 | \$ 63,085.65 | \$ 64,978.21 | \$ 66,927.56 | \$ 68,935.39 | \$ 71,003.44 | |
| 6 | \$ 59,694.55 | \$ 61,485.38 | \$ 63,329.94 | \$ 65,229.84 | \$ 67,186.74 | \$ 69,202.34 | \$ 71,278.41 | \$ 73,416.76 | \$ 75,619.26 | |
| 7 | \$ 63,575.10 | \$ 65,482.36 | \$ 67,446.83 | \$ 69,470.23 | \$ 71,554.35 | \$ 73,700.97 | \$ 75,912.00 | \$ 78,189.36 | \$ 80,535.04 | |
| 8 | \$ 67,707.62 | \$ 69,738.85 | \$ 71,831.01 | \$ 73,985.94 | \$ 76,205.52 | \$ 78,491.69 | \$ 80,846.43 | \$ 83,271.82 | \$ 85,769.98 | |
| 9 | \$ 72,108.18 | \$ 74,271.43 | \$ 76,499.56 | \$ 78,794.55 | \$ 81,158.39 | \$ 83,593.14 | \$ 86,100.93 | \$ 88,683.96 | \$ 91,344.48 | |
| 10 | \$ 76,794.78 | \$ 79,098.62 | \$ 81,471.58 | \$ 83,915.73 | \$ 86,433.20 | \$ 89,026.20 | \$ 91,696.99 | \$ 94,447.89 | \$ 97,281.33 | |
| 11 | \$ 81,786.38 | \$ 84,239.96 | \$ 86,767.17 | \$ 89,370.19 | \$ 92,051.29 | \$ 94,812.83 | \$ 97,657.20 | \$ 100,586.93 | \$ 103,604.53 | |
| 12 | \$ 87,102.85 | \$ 89,715.94 | \$ 92,407.41 | \$ 95,179.63 | \$ 98,035.03 | \$ 100,976.07 | \$ 104,005.35 | \$ 107,125.52 | \$ 110,339.29 | |
| 13 | \$ 92,764.10 | \$ 95,547.01 | \$ 98,413.43 | \$ 101,365.83 | \$ 104,406.80 | \$ 107,539.00 | \$ 110,765.18 | \$ 114,088.14 | \$ 117,510.77 | |
| 14 | \$ 98,793.79 | \$ 101,757.60 | \$ 104,810.33 | \$ 107,954.64 | \$ 111,193.28 | \$ 114,529.08 | \$ 117,964.95 | \$ 121,503.90 | \$ 125,149.02 | |
| 15 | \$ 105,215.61 | \$ 108,372.08 | \$ 111,623.24 | \$ 114,971.94 | \$ 118,421.10 | \$ 121,973.73 | \$ 125,632.94 | \$ 129,401.93 | \$ 133,283.99 | |
| 16 | \$ 112,054.19 | \$ 115,415.82 | \$ 118,878.29 | \$ 122,444.64 | \$ 126,117.98 | \$ 129,901.52 | \$ 133,798.57 | \$ 137,812.52 | \$ 141,946.90 | |
| 17 | \$ 119,337.94 | \$ 122,918.08 | \$ 126,605.62 | \$ 130,403.79 | \$ 134,315.90 | \$ 138,345.38 | \$ 142,495.74 | \$ 146,770.61 | \$ 151,173.73 | |
| 18 | \$ 127,095.27 | \$ 130,908.14 | \$ 134,835.37 | \$ 138,880.44 | \$ 143,046.85 | \$ 147,338.26 | \$ 151,758.41 | \$ 156,311.16 | \$ 161,000.49 | |
| 19 | \$ 135,356.50 | \$ 139,417.21 | \$ 143,599.72 | \$ 147,907.71 | \$ 152,344.94 | \$ 156,915.29 | \$ 161,622.75 | \$ 166,471.43 | \$ 171,465.57 | |
| 20 | \$ 144,154.78 | \$ 148,479.42 | \$ 152,933.81 | \$ 157,521.82 | \$ 162,247.48 | \$ 167,114.90 | \$ 172,128.35 | \$ 177,292.20 | \$ 182,610.97 | |
| 21 | \$ 153,525.16 | \$ 158,130.90 | \$ 162,874.84 | \$ 167,761.07 | \$ 172,793.91 | \$ 177,977.73 | \$ 183,317.06 | \$ 188,816.57 | \$ 194,481.07 | |
| 22 | \$ 163,507.21 | \$ 168,411.74 | \$ 173,463.38 | \$ 178,666.56 | \$ 184,025.82 | \$ 189,545.82 | \$ 195,232.19 | \$ 201,089.17 | \$ 207,121.83 | |

| Bi-Weekly Grade | Step | | | | | | | | | |
|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--|
| | A | B | C | D | E | F | G | H | I | |
| 1 | \$ 1,675.77 | \$ 1,726.04 | \$ 1,777.82 | \$ 1,831.15 | \$ 1,886.08 | \$ 1,942.67 | \$ 2,000.95 | \$ 2,060.98 | \$ 2,122.81 | |
| 2 | \$ 1,784.69 | \$ 1,838.23 | \$ 1,893.38 | \$ 1,950.18 | \$ 2,008.69 | \$ 2,068.94 | \$ 2,131.01 | \$ 2,194.94 | \$ 2,260.79 | |
| 3 | \$ 1,900.68 | \$ 1,957.70 | \$ 2,016.43 | \$ 2,076.92 | \$ 2,139.24 | \$ 2,203.41 | \$ 2,269.51 | \$ 2,337.60 | \$ 2,407.73 | |
| 4 | \$ 2,024.22 | \$ 2,084.95 | \$ 2,147.49 | \$ 2,211.91 | \$ 2,278.27 | \$ 2,346.62 | \$ 2,417.02 | \$ 2,489.53 | \$ 2,564.22 | |
| 5 | \$ 2,155.80 | \$ 2,220.47 | \$ 2,287.08 | \$ 2,355.70 | \$ 2,426.37 | \$ 2,499.16 | \$ 2,574.13 | \$ 2,651.36 | \$ 2,730.90 | |
| 6 | \$ 2,295.94 | \$ 2,364.82 | \$ 2,435.76 | \$ 2,508.84 | \$ 2,584.11 | \$ 2,661.63 | \$ 2,741.48 | \$ 2,823.72 | \$ 2,908.43 | |
| 7 | \$ 2,445.20 | \$ 2,518.56 | \$ 2,594.11 | \$ 2,671.93 | \$ 2,752.09 | \$ 2,834.65 | \$ 2,919.69 | \$ 3,007.28 | \$ 3,097.50 | |
| 8 | \$ 2,604.14 | \$ 2,682.26 | \$ 2,762.73 | \$ 2,845.61 | \$ 2,930.98 | \$ 3,018.91 | \$ 3,109.48 | \$ 3,202.76 | \$ 3,298.84 | |
| 9 | \$ 2,773.39 | \$ 2,856.59 | \$ 2,942.29 | \$ 3,030.56 | \$ 3,121.48 | \$ 3,215.12 | \$ 3,311.57 | \$ 3,410.92 | \$ 3,513.25 | |
| 10 | \$ 2,953.65 | \$ 3,042.26 | \$ 3,133.52 | \$ 3,227.53 | \$ 3,324.36 | \$ 3,424.08 | \$ 3,526.80 | \$ 3,632.61 | \$ 3,741.59 | |
| 11 | \$ 3,145.63 | \$ 3,240.00 | \$ 3,337.20 | \$ 3,437.32 | \$ 3,540.43 | \$ 3,646.64 | \$ 3,756.05 | \$ 3,868.73 | \$ 3,984.79 | |
| 12 | \$ 3,350.11 | \$ 3,450.61 | \$ 3,554.13 | \$ 3,660.75 | \$ 3,770.58 | \$ 3,883.70 | \$ 4,000.21 | \$ 4,120.22 | \$ 4,243.82 | |
| 13 | \$ 3,567.85 | \$ 3,674.89 | \$ 3,785.14 | \$ 3,898.68 | \$ 4,015.65 | \$ 4,136.12 | \$ 4,260.20 | \$ 4,388.01 | \$ 4,519.65 | |
| 14 | \$ 3,799.76 | \$ 3,913.75 | \$ 4,031.16 | \$ 4,152.11 | \$ 4,276.66 | \$ 4,404.96 | \$ 4,537.11 | \$ 4,673.22 | \$ 4,813.43 | |
| 15 | \$ 4,046.76 | \$ 4,168.15 | \$ 4,293.20 | \$ 4,422.00 | \$ 4,554.66 | \$ 4,691.30 | \$ 4,832.04 | \$ 4,977.00 | \$ 5,126.31 | |
| 16 | \$ 4,309.78 | \$ 4,439.07 | \$ 4,572.24 | \$ 4,709.41 | \$ 4,850.69 | \$ 4,996.21 | \$ 5,146.10 | \$ 5,300.48 | \$ 5,459.49 | |
| 17 | \$ 4,589.92 | \$ 4,727.62 | \$ 4,869.45 | \$ 5,015.53 | \$ 5,166.00 | \$ 5,320.98 | \$ 5,480.61 | \$ 5,645.03 | \$ 5,814.37 | |
| 18 | \$ 4,888.28 | \$ 5,034.93 | \$ 5,185.98 | \$ 5,341.56 | \$ 5,501.81 | \$ 5,666.85 | \$ 5,836.87 | \$ 6,011.97 | \$ 6,192.33 | |
| 19 | \$ 5,206.02 | \$ 5,362.20 | \$ 5,523.07 | \$ 5,688.76 | \$ 5,859.42 | \$ 6,035.20 | \$ 6,216.26 | \$ 6,402.75 | \$ 6,594.83 | |
| 20 | \$ 5,544.42 | \$ 5,710.74 | \$ 5,882.07 | \$ 6,058.53 | \$ 6,240.29 | \$ 6,427.50 | \$ 6,620.33 | \$ 6,818.93 | \$ 7,023.50 | |
| 21 | \$ 5,904.81 | \$ 6,081.95 | \$ 6,264.42 | \$ 6,452.35 | \$ 6,645.92 | \$ 6,845.30 | \$ 7,050.66 | \$ 7,262.18 | \$ 7,480.05 | |
| 22 | \$ 6,288.74 | \$ 6,477.37 | \$ 6,671.67 | \$ 6,871.79 | \$ 7,077.91 | \$ 7,290.23 | \$ 7,508.93 | \$ 7,734.20 | \$ 7,966.23 | |

| Hourly Grade | Step | | | | | | | | | |
|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--|
| | A | B | C | D | E | F | G | H | I | |
| 1 | \$ 20.95 | \$ 21.58 | \$ 22.23 | \$ 22.89 | \$ 23.58 | \$ 24.29 | \$ 25.01 | \$ 25.76 | \$ 26.53 | |
| 2 | \$ 22.31 | \$ 22.98 | \$ 23.67 | \$ 24.38 | \$ 25.11 | \$ 25.86 | \$ 26.64 | \$ 27.44 | \$ 28.26 | |
| 3 | \$ 23.76 | \$ 24.47 | \$ 25.20 | \$ 25.97 | \$ 26.74 | \$ 27.54 | \$ 28.37 | \$ 29.22 | \$ 30.10 | |
| 4 | \$ 25.31 | \$ 26.06 | \$ 26.84 | \$ 27.65 | \$ 28.48 | \$ 29.33 | \$ 30.21 | \$ 31.12 | \$ 32.05 | |
| 5 | \$ 26.94 | \$ 27.76 | \$ 28.59 | \$ 29.45 | \$ 30.33 | \$ 31.24 | \$ 32.18 | \$ 33.15 | \$ 34.13 | |
| 6 | \$ 28.70 | \$ 29.56 | \$ 30.45 | \$ 31.36 | \$ 32.30 | \$ 33.27 | \$ 34.27 | \$ 35.30 | \$ 36.36 | |
| 7 | \$ 30.56 | \$ 31.48 | \$ 32.42 | \$ 33.40 | \$ 34.40 | \$ 35.43 | \$ 36.49 | \$ 37.60 | \$ 38.72 | |
| 8 | \$ 32.55 | \$ 33.53 | \$ 34.54 | \$ 35.57 | \$ 36.64 | \$ 37.74 | \$ 38.87 | \$ 40.04 | \$ 41.23 | |
| 9 | \$ 34.67 | \$ 35.71 | \$ 36.78 | \$ 37.88 | \$ 39.02 | \$ 40.19 | \$ 41.40 | \$ 42.63 | \$ 43.92 | |
| 10 | \$ 36.93 | \$ 38.03 | \$ 39.17 | \$ 40.35 | \$ 41.55 | \$ 42.80 | \$ 44.08 | \$ 45.41 | \$ 46.77 | |
| 11 | \$ 39.33 | \$ 40.50 | \$ 41.72 | \$ 42.96 | \$ 44.26 | \$ 45.59 | \$ 46.95 | \$ 48.36 | \$ 49.81 | |
| 12 | \$ 41.88 | \$ 43.14 | \$ 44.42 | \$ 45.76 | \$ 47.13 | \$ 48.54 | \$ 50.01 | \$ 51.50 | \$ 53.05 | |
| 13 | \$ 44.60 | \$ 45.94 | \$ 47.32 | \$ 48.73 | \$ 50.19 | \$ 51.71 | \$ 53.25 | \$ 54.85 | \$ 56.50 | |
| 14 | \$ 47.49 | \$ 48.93 | \$ 50.39 | \$ 51.90 | \$ 53.46 | \$ 55.06 | \$ 56.71 | \$ 58.41 | \$ 60.17 | |
| 15 | \$ 50.58 | \$ 52.10 | \$ 53.66 | \$ 55.28 | \$ 56.93 | \$ 58.64 | \$ 60.40 | \$ 62.21 | \$ 64.08 | |
| 16 | \$ 53.87 | \$ 55.49 | \$ 57.15 | \$ 58.86 | \$ 60.64 | \$ 62.45 | \$ 64.32 | \$ 66.26 | \$ 68.25 | |
| 17 | \$ 57.37 | \$ 59.09 | \$ 60.87 | \$ 62.70 | \$ 64.57 | \$ 66.51 | \$ 68.51 | \$ 70.57 | \$ 72.68 | |
| 18 | \$ 61.10 | \$ 62.93 | \$ 64.83 | \$ 66.76 | \$ 68.77 | \$ 70.83 | \$ 72.97 | \$ 75.15 | \$ 77.40 | |
| 19 | \$ 65.08 | \$ 67.03 | \$ 69.04 | \$ 71.11 | \$ 73.24 | \$ 75.44 | \$ 77.70 | \$ 80.03 | \$ 82.43 | |
| 20 | \$ 69.31 | \$ 71.39 | \$ 73.52 | \$ 75.74 | \$ 78.00 | \$ 80.34 | \$ 82.75 | \$ 85.23 | \$ 87.80 | |
| 21 | \$ 73.81 | \$ 76.02 | \$ 78.30 | \$ 80.66 | \$ 83.07 | \$ 85.56 | \$ 88.14 | \$ 90.77 | \$ 93.50 | |
| 22 | \$ 78.61 | \$ 80.97 | \$ 83.40 | \$ 85.90 | \$ 88.48 | \$ 91.12 | \$ 93.86 | \$ 96.68 | \$ 99.58 | |

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Approve Creation of the Budget Committee and Approve Members
Prepared By: Rich Spiczka, City Manager

Background:

After full council discussion, there is support to create a Council Budget Committee and appoint members to the Committee. The Council agreed to the membership of the committee being the Mayor, one member from the Public Affairs Committee and one member from the Public Works Committee. The council agreed to a random draw from the members volunteering for the committee.

Members selected for the 2026 Budget Committee:

- Mayor Jorge Prince
- Councilmember Emelie Rivera - Public Affairs Representative
- Councilmember Gwenia Fiskevold Gould - Public Works Representative

Recommendation:

Approve Creation of the Budget Committee and appoint Mayor Prince, Councilmember Fiskevold Gould and Councilmember Rivera to the 2026 Budget Committee.

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 02/24/2026 - 12:57PM
Warrant Request Date: 3/3/2026
DAC Fund:

Batch: 00402.03.2026

COUNCIL BILL LIST

| Line | Claimant | Voucher No. | Amount |
|------|--------------|-------------|--------------------------|
| 1 | VisitBemidji | 000000000 | 38,923.68 |
| | | | <hr/> |
| | | | Page Total: \$38,923.68 |
| | | | <hr/> |
| | | | Grand Total: \$38,923.68 |



CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Conduct Public Hearing
Prepared By: Michelle Miller, City Clerk (via Flaherty & Hood)

Background:

Ordinance No. ___ establishes a new electric utility franchise by and between the City of Bemidji and the Beltrami Electric Cooperative to ensure that electric services provided by the Beltrami Electric Cooperative continue for the next 20 years. The previous ordinance, No. 417 2nd Series, was for 20 years as well; this is standard for such utility franchises.

This ordinance has been negotiated with the Beltrami Electric Cooperative 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 final remaining electric utility franchise ordinance, and the remaining ordinance will be presented for City Council approval in the coming weeks.

Recommendation:

Conduct Public Hearing

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Conduct First Reading
Prepared By: Michelle Miller, City Clerk (via Flaherty & Hood)

Background:

Ordinance No. ___ establishes a new electric utility franchise by and between the City of Bemidji and the Beltrami Electric Cooperative to ensure that electric services provided by the Beltrami Electric Cooperative continue for the next 20 years. The previous ordinance, No. 417 2nd Series, was for 20 years as well; this is standard for such utility franchises.

This ordinance has been negotiated with the Beltrami Electric Cooperative 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 final remaining electric utility franchise ordinance, and the remaining ordinance will be presented for City Council approval in the coming weeks.

Recommendation:

Conduct First Reading

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. _____.

CITY OF BEMIDJI, BELTRAMI COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO BELTRAMI ELECTRIC COOPERATIVE, INC., A MINNESOTA COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF BEMIDJI, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY 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, County of Bemidji, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by the City or an agency thereof, including but not limited to sewer, storm sewer and water services, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Company.** Beltrami Electric Cooperative, Inc., a Minnesota cooperative corporation, its successors and assigns.
- 1.4 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public or private use.
- 1.5 **Notice.** A written notice served by one party on the other party. Notice to Company shall be mailed to the President and CEO, PO Box 488, Bemidji, MN 56619-0488. 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.
- 1.6 **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.
- 1.7 **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 electric energy for light, heat, power and other 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 Electric 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. This Ordinance does not grant an exclusive franchise. 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 electric service in the City are established by the Cooperative's Board of Directors. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40 and other applicable law and regulations as the same may be amended from time to time.

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. Electric 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. Electric Facilities shall be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric 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 Electric 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 Electric 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. Not later than the second working day 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 maintain any paved surface in good condition for one year thereafter and unpaved surfaces 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 Electric Facilities. The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric 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 Electric 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 Electric 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 Electric 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 Electric Facilities the Company deems necessary.

3.7 Shared Use of Poles. The Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to the Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. The Company may make space available on its poles or towers for non-governmental uses, and Company may charge a fee to these users. Any attachments shall be installed and maintained in accordance with the current National Electrical Safety Code.

3.8 Mapping Information. The Company must promptly provide mapping information for any of its underground Electric 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 Electric 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 Electric Facilities in Public Ways.

4.2 Relocation of Electric Facilities in Public Ground. The City may require the Company, at the Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric 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 Electric 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 Electric 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 any Electric 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 Electric 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 Electric 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 Electric Facilities of Company and the vacation requires the relocation of the Company's Electric 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 Electric Facilities, shall not operate to deprive the Company of its rights to operate and maintain such Electric 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 electric rate schedules.

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 electric 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 electricity 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 the last business day of the month following the period for which the payment is made. 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 electric energy within the City by any other electric 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 electric 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 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 Electric franchise granted to the Company or its predecessor. Ordinance No. 417, 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.

Passed and approved by the City Council of the City of Bemidji, Minnesota, on this _____ day of _____, 20__.

Yeas:
Nays:
Absent:

First Reading:
Public Hearing:
Final Reading:

ATTEST:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

2026 BHPC Presentation to Council

Good evening Mayor, councilors, City Manager, staff and citizens.

My name is Linda Lemmer and I am here as chair of BHPC.

First, we appreciate having the BHPC minutes on the city web site. We are currently at full membership but one of our members is thinking of stepping down. Being able to read the minutes to see what we are working on may encourage someone to join.

In a couple of my annual reports to Council, I talked about the Commissions goal of recognizing historic buildings or homes 100 or more years old. We did it! At this time we have given decals to five buildings. Three businesses on Third Street, the old Lincoln School Building in Nymore and a personal residence in Nymore. We were fortunate to have Lakeland PTV and the Pioneer publicize these events.

The idea to have Pumping Station 1909 be a tourist stop for visitors is no longer in the works thanks to a derecho in June. However, the members of the Commission adapted not wanting to lose a piece of significant history. The new plan is to salvage some of the old blocks to use in building a wall holding the 1909 Pumping Station sign and story boards relating the importance of water in the growth of our city.

Last time I was here, I thanked the appropriate City department for cleaning up the graffiti on the Historic Nymore bridge. This summer I had to ask them to do it again and hope it is on someones agenda. We are also concerned about the affect the new hotel under consideration in close proximity to the bridge will have. We are again stating that we would like to see signage that blocks vehicles on the bridge.

The WPA bridge at Diamond Point park has been repaired. Thank you Parks & Rec.

The city's historic Great Northern Depot aka Beltrami County Historical museum has a new HVAC system to help preserve the artifacts within. Thank you.

Working to update the Bemidji Historic Register created in 2009 has been delayed but not forgotten and, if I am reading information correctly, is a qualification to join the State Historic Preservation Office (SHPO).

Last year I asked this body and the City Manager to apply to be a member of SHPO. We have two projects that need money that may qualify for grants from SHPO. One is the mural on the south end of the Old New Bemidji Hotel. The other is the Pumping Station history wall. As you can tell, I was thinking of free money, not the details of joining a State Preservation Office. Thank you, Rich for moving forward with that request by talking with SHPO staff and meeting with members of the commission to

explain some requirements in City ordinances that the Commission will need to review and provide rationale to ask and help Councilors to modify. Visit Bemidji would like SHPO to have the State Conference in Bemidji once the City is a member. The Commission would like opportunities to apply for grants that would benefit local businesses and preserve some history. The commission will help the council to reach that goal.

Joan Dreyer, a commission member and one who has attended SHPO conferences, gave information on SHPO last year and is here to provide information and answer any questions you may have on that topic.

Thank you for your time. I will stand for suggestions for projects or questions.

CITY COUNCIL AGENDA ITEM



Meeting Date: March 2, 2026
Action Requested: Consider Closed Meeting
Prepared By:

Background:

Minnesota Statutes Section 13D.05, Subd. 3. What meetings may be closed.

(c) A public body may close a meeting:

- (1) to determine the asking price for real or personal property to be sold by the government entity;
- (2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and
- (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, section 13D.03, subdivision 3, applies.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.

Recommendation:

Closed Meeting Pursuant to Minnesota Statutes Section 13D.05, Subd. 3(c) to (1) determine the asking price for real or personal property to be sold by the government entity; (2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property. The property to be discussed is Parcel No. 80.00461.03 on Norris Court NW.