

# BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 16, 2026

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



## **ROLL CALL**

## **PLEDGE OF ALLEGIANCE TO THE FLAG**

## **AMENDMENTS TO THE AGENDA**

## **MINUTES**

- 1) February 17, 2026 Council Meeting

## **CONSENT AGENDA**

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

- 2) Claims Submitted by Finance Officer in the Amount Of \$2,324,103.54
- 3) Claims Submitted by Legends Global for the Sanford Center in the Amount of \$91,554.66
- 4) 2026 Business License Approvals
- 5) Resolution Revoking Liquor License for Marina, LLC, d/b/a Wasabi Sushi & Poke Bowl Pursuant to Minnesota Statutes Section 270C.72 and Department of Revenue Order
- 6) Approve Purchase of GPS Tablet from Frontier Precision (\$9,698.00)
- 7) Declare Surplus Equipment & Authorize Disposal (Parks)

## **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.

## **ORDINANCES**

- 8) Final 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)
  - a. Motion Authorizing Publication of a Summary of the Ordinance

## **BUSINESS**

- 9) Consider Professional Services Agreement for Bemidji Rail Corridor - Bid Package #2
- 10) Consider Resolution Awarding Bid for 2026 Street Renewal Project - City Project 26-01

- 11) Consider City Policy Regarding Extension of Municipal Services
- 12) Consider Official Response to Northern Township Request for Discussion Regarding Wastewater Service Connection

### **COUNCIL COMMITTEE REPORTS**

#### **CLOSED MEETING**

Consider City Manager Semi-Annual Performance Review, potentially closed pursuant to Minn. Stat. 13D.05, Subd. 3(a).

#### **REOPEN MEETING**

#### **UPCOMING MEETINGS**

#### **ADJOURN**

#### **MEMBER ATTENDING REMOTELY**

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

**PROCEEDINGS**  
**BEMIDJI, MINNESOTA**  
**Regular Meeting – February 17, 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 Tuesday, February 17, 2026, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

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

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

**AMENDMENTS TO AGENDA**

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

**STATE OF THE CITY ADDRESS**

Mayor Prince presented the State of the City Address for 2025.

**MINUTES**

The following minutes were presented for approval:

- January 5, 2026 Council Meeting
- January 5, 2026 BEDA Meeting
- January 20, 2026 Council Meeting

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

**CONSENT AGENDA**

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

1. Claims Submitted by Finance Officer in the Amount Of \$815,535.20
2. Claims Submitted by Legends Global for the Sanford Center in the Amount of \$67,740.38
3. Approve Special Event Permit for St. Patrick's Day Parade (March 17)
4. Approve Appointment of David Olderman to the Planning Commission
5. Approve Appointments of Sami Holm and Erika Bailey-Johnson to the Sustainability Commission
6. Approve Services from Northland Tree Services for Spaded Trees (\$18,000)
7. Approve Purchase of Tool Cat from Bobcat of Bemidji in the Amount of \$76,318.44 (Streets)
8. Approve Purchase of Pickup from Saxon Fleet Services for the Wastewater Treatment Facility (\$46,183)
9. Resolution Accepting Donation from Benevity — American Giving Foundation for \$2525.00
10. Resolution Accepting Donation from Bemidji Seventh-day Adventist Church (\$500)
11. Approve Council Travel Authorization-2026 LMC City Day at the Capitol (March 11) - Fiskevold Gould

**Motion carried by unanimous voice vote.**

**CITIZENS WITH BUSINESS NOT ON AGENDA**

- No appearance.

**COUNCIL COMMITTEE UPDATES**

- Councilmember Dickinson had no report.
- Councilmember Eaton reported on a special Kitchigami Regional Library System board meeting appointing an interim director and approving remaining budgets.
- Councilmember Rivera reported on Public Arts and Parks & Recreation meetings, including officer elections, project updates (such as kiosk improvements and art-in-parks collaboration), Parks bylaw review, and discussion of upcoming CIP needs and goals.
- Councilmember Thayer reported on a successful Downtown Bemidji Alliance event on February 14, Sustainability Commission membership and planning-role clarification, and noted an upcoming HRDC meeting.
- Councilmember Peterson reported from the Heritage Preservation Commission on officer elections, a new media template for 100-year building recognitions, potential additional century-old designations, follow-up with SHPO, and renewed discussions about restoring historic downtown murals.
- Councilmember Fiskevold Gould reported attendance at the League of Minnesota Cities Elected Leaders Institute and highlighted a leadership session on empathy in government, noting the Mayor’s participation in a natural disaster readiness forum.
- Mayor Prince reported that he and the City Manager served on a disaster recovery panel at the Institute and provided a storm-recovery update to the Chamber Young Professionals Network, are advancing the City Manager review process, and noted Visit Bemidji’s state recognition for its post-storm “open for business” campaign.

**CLOSED MEETING**

Prince stated that council will need to discuss in closed session for pending or threatened litigation, 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. Prince read into the record that the need for confidentiality outweighs the purposes served by the open-meeting law in this case based on the following:

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

**Motion by Fiskevold Gould, seconded by Eaton to close the meeting pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) to discuss appellate remedies concerning Court Order in consolidated boundary adjustment petitions with Township, File Numbers OAH 71-0330-40846 and OAH 71-0330-40869. Motion carried by unanimous voice vote. Meeting closed at 6:49 p.m.**

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

**REOPEN MEETING**

Having completed their business in closed meeting, Prince reopened the City Council meeting at 8:36 p.m.

**UPCOMING MEETINGS**

- February 23, 2026 (5:30 p.m.) - Work Session (Council Committees/Budget Committee Discussion)
- March 2, 2026 (6:00 p.m.) - Council Meeting
- March 9, 2026 (5:30 p.m.) - Planning Board
- March 16, 2026 (6:00 p.m.) - Council Meeting

**ADJOURN**

There being no further business, motion by Fiskevold Gould, seconded by Thayer, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:18 p.m.

Respectfully submitted,



Michelle R. Miller  
City Clerk

# Bill List Summary

March 16th, 2026

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
ACH	Bemidji Regional Airport	\$1,509,300.00
44608	Powerhouse Builders	\$3,500.00
44611 - 44715	See Attached List	<u>811,303.54</u>
		\$2,324,103.54
	<b>TOTAL</b>	<b>\$2,324,103.54</b>

# Accounts Payable

## Blanket Voucher Approval Document

User: denisea  
 Printed: 03/11/2026 - 12:16PM  
 Warrant Request Date: 3/17/2026  
 DAC Fund:



Batch: 00417.03.2026

### COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	106 Group	000044611	1,283.00
2	Ace On The Lake	000044612	1,337.35
3	Advanced Eng.& Environ.Serv., Inc.	000000000	1,357.27
4	Amerco Real Estate Company	000044613	1,000.00
5	American Flagpole & Flag Co.	000044614	145.50
6	Artisan Beer Company	000044615	2,085.80
7	Arvig	000044616	45.00
8	Auto Value Bemidji	000044617	687.67
9	Back Country Construction & Development	000044618	35,699.91
10	Barr Engineering Company	000044619	8,676.00
11	Baycom, Inc.	000044620	204.00
12	Bellboy Corporation	000000000	874.55
13	Beltrami County Auditor/Treasurer	000044621	450.77
14	Beltrami County Dare Advisory	000000000	1,635.13
15	Beltrami Electric Coop	000044622	1,206.12
16	Bemidji Coca-Cola Bottling Co, Inc	000044623	771.20
17	Bemidji Coop Ass'n, Inc.	000044624	136.48
18	Bemidji Paper Sales, Inc.	000044625	872.98
19	Bernick's	000000000	24,443.61
20	Bessler Electric	000044626	7,982.67
21	Bluefin Payment Systems	000000000	3,218.45
22	Bob Lowth Ford, Inc.	000044627	210.35
23	Bolton & Menk, Inc.	000044628	58,817.50
24	Bonded Lock & Key of Bemidji	000044629	17,350.30
25	Boyer Mechanical Services	000000000	240.00
26	Breakthru Beverage Minnesota Beer, LLC	000044630	831.03
27	Breakthru Beverage Minnesota Wine & Spirits, LLC	000044631	16,571.74
28	Brothers Fire Protection Co.	000044632	1,242.00
29	Campus Recreation	000044633	634.00
30	Canty,Julie	000044634	500.00
31	Christiansen Construction Co, Inc.	000044635	1,500.00
32	City of Bemidji - ACH	000000000	12,342.89
33	CM2 Supply	000044636	420.00
34	Column Software PBC	000044637	21.46
35	Compass Minerals America Inc.	000044638	63,452.83
36	Core & Main	000044639	15,629.21
37	CSG Forte Payments, Inc.	000000000	303.31
38	Culligan	000044640	198.90
39	Dahlheimer Beverage Brainerd	000000000	2,431.70
40	Darrell's Auto Glass	000044641	150.00
41	D-S Beverages	000044642	24,727.09
42	EAPC Architects Engineers	000044643	974.00
43	Ellingson Plumbing, Heating, A/C & Electrical	000044644	10,000.00
44	Fed Ex	000044645	135.02

Page Total: \$322,796.79

Line	Claimant	Voucher No.	Amount
45	Ferguson Enterprises #1657	000044646	449.95
46	Ferguson Waterworks #2516	000044647	869.21
47	FleetPride, Inc.	000044648	439.43
48	Flexible Pipe Tool Company	000000000	626.45
49	Floan,Shelby	000000000	508.60
50	Forum Communications Company	000000000	729.98
51	Gopher State One-Call	000000000	12.15
52	Granite City Armored Car, Inc.	000044649	787.80
53	Greater Bemidji	000044650	2,500.00
54	Gregg's Plumbing & Heating	000044651	1,073.09
55	Harris Mountain West LLC	000044652	150.00
56	Hause,Ethan	000044653	250.00
57	HBI Radio Bemidji	000044654	454.00
58	Home City Ice Co.	000044655	613.74
59	Ink Spot Press	000044656	1,760.44
60	Innovative Office Solutions, LLC	000044657	1,403.48
61	Ironhide Equipment, Inc.	000000000	426.17
62	Jim Hirt Trucking, Inc	000044658	1,504.23
63	Johnson Bros., Inc.	000044659	24,268.80
64	Juntala,Kyle	000000000	208.00
65	Kelsey,Joshua	000044660	195.95
66	Kennedy & Graven Charter	000044661	228.00
67	KKWB-FM DE LA HUNT MEDIA	000044662	200.00
68	Klockow Brewing Company	000044663	342.00
69	Korinta,Tim	000000000	135.00
70	Lakeland Public Television	000044664	1,800.00
71	Larry's Machine Shop	000044665	374.17
72	Lath Stakes Hubs LLC	000044666	2,190.00
73	League of MN Insurance Trust	000044667	2,301.48
74	Leffelman,Michelle	000000000	189.00
75	Lexipol, LLC	000044668	3,669.80
76	Marco Technologies LLC	000044669	201.07
77	Marco, Inc.	000000000	373.31
78	Maverick Beverage Company	000044670	1,346.04
79	McKinnon Co., Inc.	000044671	13,664.25
80	Menards-Bemidji	000044672	601.46
81	Meyer,Joshua	000000000	390.40
82	Meyer,Keegan	000000000	390.40
83	Mission Communications, LLC	000044673	14,029.80
84	MN Dept of Health-	000044674	46.00
85	MN Dept of Labor & Industry	000044675	25.00
86	MN Energy Resources	000000000	21,350.30
87	MN Fire Service Certif. Board (MSFCB)	000044676	1,086.00
88	Mobile Repair Service & Equipment, Inc.	000044677	380.03
89	Motorola Solutions, Inc.	000044678	478.96
90	NAPA Auto Parts/Premier	000044679	640.20
91	Naylor Heating & Refrigeration, LLC	000000000	9,575.71
92	Nearmap US, Inc	000044680	19,600.00
93	Nei Bottling, Inc.	000044681	292.23
94	Northwoods Battered Womens Shelter	000044682	5,500.00
95	NWSC	000044683	250.00
96	Otter Tail Power Company	000044684	65,081.38
97	Paustis & Sons	000044685	2,951.50
98	Phillips Wine & Spirits	000044686	36,804.79
99	Postmaster	000044687	2,127.22
100	PowerPlan OIB	000044688	448.29
101	Quadient Leasing	000044689	177.51

Page Total: \$248,472.77

Line	Claimant	Voucher No.	Amount
102	Rampart Audit LLC	000044690	4,131.80
103	Richards Publishing Company	000044691	95.00
104	Ridgecrest Commercial Real Estate Corp	000044692	13,900.00
105	RITE	000044693	24,703.50
106	RMB Environmental Laboratories, Inc.	000044694	1,095.16
107	Roger's Two Way Radio, Inc.	000044695	6,641.45
108	Sanford Health Occupational Med.	000044696	284.00
109	Schwinghammer, Tyler	000000000	69.41
110	SET Environmental, Inc.	000044697	10,582.10
111	Short Elliott Hendrickson, Inc.	000044698	5,614.56
112	Skeeter Stitch	000044699	2,340.95
113	Southern Glazer's of MN	000044700	12,150.82
114	Southside Tow & Rec, Inc	000044701	2,491.39
115	Sparky's Construction, Inc.	000044702	625.00
116	Springbrook Software LLC	000000000	1,713.00
117	Stevens, Matt & Rachel	000044703	500.00
118	Stoel Rives LLP	000044704	19,189.50
119	Streicher's	000044705	153.99
120	TC Recycling	000044706	2,100.00
121	Tennant Sales and Service Company	000000000	476.00
122	Thomson Reuters-West	000044707	1,028.45
123	Town Law Center PLLP	000044708	4,077.19
124	UPS Store	000044709	95.07
125	US Bank Merchant Billing	000000000	589.47
126	Valley Athletics	000044710	2,859.00
127	Verified First	000000000	147.63
128	Vestis	000044711	1,224.09
129	Vinocopia, Inc.	000000000	4,900.24
130	Warren, Neal	000000000	116.00
131	Weiher, Michael	000044712	250.00
132	Wells Fargo Business Track	000000000	1,046.42
133	Wells Fargo-ACH	000000000	35,022.90
134	WEX Health, Inc	000000000	431.75
135	Widseth, Smith & Nolting	000044713	1,376.00
136	Wine Merchants	000044714	408.00
137	Wolf Track Energy	000044715	77,450.40
138	Zothman, Michael	000000000	153.74
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Page Total:			\$240,033.98
			<hr/>
Grand Total:			\$811,303.54

**Sanford Center  
Cash Requirements  
As of Mar 17, 2026**

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

<b>Vendor</b>	<b>Description</b>	<b>Date</b>	<b>Amount Due</b>
<b>Arrow Printing Inc</b>	<b>Office Supplies</b>	<b>2/27/26</b>	<b>40.15</b>
<b>Bemidji Coca-Cola Company</b>	<b>Inventory - Beverage</b>	<b>2/25/26</b>	<b>1,047.41</b>
<b>Bemidji ECFE Parent Advisory Council</b>	<b>NPO Payment</b>	<b>2/27/26</b>	<b>533.61</b>
<b>Bernick's</b>	<b>Inventory - Beer</b>	<b>2/27/26</b>	<b>466.00</b>
<b>Bridgepay Network Solutions</b>	<b>Merchant Gateway</b>	<b>3/6/26</b>	<b>19.95</b>
Bemidji State University	NPO Payment	2/28/26	699.97
Bemidji State University	NPO Payment	2/28/26	545.11
Bemidji State University	NPO Payment	2/27/26	566.82
<b>Bemidji State University</b>	<b>Bemidji State University</b>		<b>1,811.90</b>
<b>Carbonhouse</b>	<b>Website Host</b>	<b>3/2/26</b>	<b>700.00</b>
City of Bemidji	Utility - Water & Sewer	2/28/26	4,246.88
City of Bemidji	Contracted Police Security Reimbursable	3/1/26	3,520.00
<b>City of Bemidji</b>	<b>City of Bemidji</b>		<b>7,766.88</b>
<b>Constellation Newenergy-Gas Div. LLC</b>	<b>Utility - Natural Gas</b>	<b>2/26/26</b>	<b>20,513.67</b>
Country Inn & Suites Bemidji	Lodging - Legends RVP John Drum	2/10/26	256.46
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/22/26	139.37
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/22/26	139.37
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/22/26	139.37
Country Inn & Suites Bemidji	Show Lodging Reimbursable	2/22/26	139.37
<b>Country Inn &amp; Suites Bemidji</b>	<b>Country Inn &amp; Suites Bemidji</b>		<b>813.94</b>
<b>D-S Beverages Inc</b>	<b>Inventory - Beer</b>	<b>2/27/26</b>	<b>511.50</b>
Forklifts of Minneosta, Inc.	Forklift Inspection	2/26/26	105.57
Forklifts of Minneosta, Inc.	Forklift Inspection	2/26/26	114.24
<b>Forklifts of Minneosta, Inc.</b>	<b>Forklifts of Minneosta, Inc.</b>		<b>219.81</b>
<b>Forum Communications Company</b>	<b>Building Sales Advertising</b>	<b>2/28/26</b>	<b>635.82</b>
<b>Grainger</b>	<b>Operating Supplies</b>	<b>3/3/26</b>	<b>817.92</b>
<b>Guardian Pest Solutions</b>	<b>Pest Control</b>	<b>2/26/26</b>	<b>299.11</b>
<b>Hard Target, Inc.</b>	<b>Contracted Security &amp; EMT Reimbursable</b>	<b>3/1/26</b>	<b>3,883.13</b>

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

<b>Vendor</b>	<b>Description</b>	<b>Date</b>	<b>Amount Due</b>
<b>John Drum</b>	<b>Reimbursement: Office Supplies, Postage, Toolcat Fuel, Marketing Supplies, Operating Supplies, General Building Supplies, Show Marketing Reimbursable, and Square, Adobe, &amp; Canva Subscriptions</b>	<b>2/28/26</b>	<b>4,862.77</b>
<b>Lake Superior Cutting Edge</b>	<b>Zamboni Blades</b>	<b>2/26/26</b>	<b>150.00</b>
Legends Global	March Management Fee	3/3/26	10,609.00
Legends Global	March IT Fee	3/3/26	1,163.00
<b>Legends Global</b>	<b>Legends Global</b>		<b>11,772.00</b>
<b>Lil' Bitty Donuts LLC</b>	<b>Contracted F&amp;B Payment</b>	<b>3/9/26</b>	<b>1,965.79</b>
<b>Luekens Village Foods - North</b>	<b>Inventory - Food</b>	<b>2/16/26</b>	<b>104.25</b>
Luekens Village Foods - South	Inventory - Food	3/10/26	9.90
Luekens Village Foods - South	Inventory - Food	3/10/26	5.99
<b>Luekens Village Foods - South</b>	<b>Luekens Village Foods - South</b>		<b>15.89</b>
<b>Marco Technologies LLC</b>	<b>Copier/Printer Rental</b>	<b>3/8/26</b>	<b>463.47</b>
Marsh USA LLC	General Liability Insurance	3/2/26	4,806.00
Marsh USA LLC	Workers Comp Insurance	3/4/26	3,088.00
<b>Marsh USA LLC</b>	<b>Marsh USA LLC</b>		<b>7,894.00</b>
<b>McKinnon Company Inc</b>	<b>Inventory - Beer &amp; Liquor</b>	<b>2/27/26</b>	<b>1,079.90</b>
<b>Menards Commerical</b>	<b>Janitorial Supplies</b>	<b>2/26/26</b>	<b>69.18</b>
<b>Natures Edge Garden Center Inc</b>	<b>Contracted Snow Removal</b>	<b>3/2/26</b>	<b>8,800.00</b>
NLFX Professional	Contracted AV Reimbursable	3/3/26	270.00
NLFX Professional	Contracted AV Reimbursable	3/3/26	440.00
<b>NLFX Professional</b>	<b>NLFX Professional</b>		<b>710.00</b>
<b>Dennis A. Noska</b>	<b>Boiler Inspection</b>	<b>2/26/26</b>	<b>200.00</b>
<b>Orbis Payment Services, Inc</b>	<b>PCI Compliance</b>	<b>3/6/26</b>	<b>115.00</b>
<b>Paul Bunyan Communications</b>	<b>Utility - Telephone</b>	<b>3/1/26</b>	<b>1,578.53</b>

**Sanford Center  
Cash Requirements  
As of Mar 17, 2026**

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

<b>Vendor</b>	<b>Description</b>	<b>Date</b>	<b>Amount Due</b>
Performance Food Group	Inventory - Food	2/26/26	520.40
Performance Food Group	Inventory - Food	2/26/26	699.79
Performance Food Group	Inventory - Food	2/27/26	694.75
Performance Food Group	Inventory - Food	3/2/26	1,165.10
Performance Food Group	Inventory - Food	3/4/26	671.26
Performance Food Group	Operating Supplies	3/5/26	77.70
Performance Food Group	Inventory - Food	3/11/26	2,279.68
<b>Performance Food Group</b>	<b>Performance Food Group</b>		<b>6,108.68</b>
<b>Robert Anderson</b>	<b>Reimbursement - Jolt Software Subscription</b>	<b>3/10/26</b>	<b>995.40</b>
<b>Skeeter Stitch, Inc.</b>	<b>Staff Uniforms</b>	<b>2/1/26</b>	<b>266.95</b>
Southern Glazer's of MN	Inventory - Wine & Liquor	2/26/26	1,128.00
Southern Glazer's of MN	Inventory - Wine	3/5/26	80.00
<b>Southern Glazer's of MN</b>	<b>Southern Glazer's of MN</b>		<b>1,208.00</b>
T&K Outdoors, Inc	Storage Unit Rental	2/1/26	100.00
T&K Outdoors, Inc	Storage Unit Rental	2/1/26	100.00
T&K Outdoors, Inc	Storage Unit Rental	2/1/26	312.50
T&K Outdoors, Inc	Storage Unit Rental	3/4/26	100.00
T&K Outdoors, Inc	Storage Unit Rental	3/4/26	100.00
<b>T&amp;K Outdoors, Inc</b>	<b>T&amp;K Outdoors, Inc</b>		<b>712.50</b>
<b>TrekNorth Junior &amp; Senior High School</b>	<b>NPO Payment</b>	<b>2/28/26</b>	<b>473.79</b>
Vestis Group, Inc	Laundry and Linen	2/26/26	154.86
Vestis Group, Inc	Laundry and Linen	2/26/26	357.47
Vestis Group, Inc	Laundry and Linen	3/5/26	154.86
<b>Vestis Group, Inc</b>	<b>Vestis Group, Inc</b>		<b>667.19</b>
<b>Voyageurs Expeditionary School</b>	<b>NPO Payment</b>	<b>2/27/26</b>	<b>445.58</b>
<b>WM Corporate Services, Inc</b>	<b>Utility - Trash Removal</b>	<b>3/2/26</b>	<b>814.99</b>
			<b>91,554.66</b>

# BUSINESS LICENSES APPROVALS - 2026

Type of License	Business Name	Business Location	Fee Paid
<b>Hemp Business Initial Registration</b>			
	FIRST CITY LIQUOR	500 PAUL BUNYAN DR NW	\$125.00
	LAKEVIEW LIQUOR	510 PAUL BUNYAN DR SE	\$125.00
	NORTHERN OFF SALE LIQUOR	3324 BEMIDJI AVENUE N	\$125.00
	ORTONS BEMIDJI CENEX	555 PAUL BUNYAN DR NW	\$125.00
<b>Hemp Business Registration 1st Renewal</b>			
	FIRST CITY LIQUOR	500 PAUL BUNYAN DR NW	\$125.00
	LAKEVIEW LIQUOR	510 PAUL BUNYAN DR SE	\$125.00
	NORTHERN OFF SALE LIQUOR	3324 BEMIDJI AVENUE N	\$125.00
	ORTONS BEMIDJI CENEX	555 PAUL BUNYAN DR NW	\$125.00
<b>Tree Service</b>			
	AI BACKHOE & SEPTIC SERVICE LLC	WITHIN BEMIDJI CITY LIMITS	\$65.00
	HILL'S COUNTRY GREENHOUSE	WITHIN BEMIDJI CITY LIMITS	\$65.00

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Resolution Revoking Liquor License  
**Prepared By:** Michelle Miller, City Clerk (via Flaherty & Hood)

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## **Background:**

The City received a Notice of License Revocation on March 10, 2026 from the Minnesota Department of Revenue regarding Marina LLC, which operates Wasabi Sushi & Poke Bowl. The Notice was issued pursuant to Minn. Stat. 270C.72, which concerns delinquent taxes. It appears the business has not satisfied its obligations with the Department of Revenue, and the Department has issued the City notice that the business's Liquor License must be revoked within 30 days, unless the business satisfies the Department's requirements. The revocation would be effective April 9, 2026, unless the City should receive a Certificate of Clearance from the Department within this 30 day window, the business's liquor license will not be revoked and no further council action is necessary.

Please note, this license revocation does not proceed under the typical City Code process, as the controlling statutory authority here gives the Department the ability to force the City to revoke without holding any public hearings or its standard process that would be utilized for license revocation due to a violation of City Code, rather here the license holder must follow the Department's process regarding its delinquent taxes, which does includes seperate notice and hearing requirements under state statute.

## **Recommendation:**

Approve resolution revoking liquor license for Marina, LLC, d/b/a Wasabi Sushi & Poke Bowl pursuant to Minnesota Statutes Section 270C.72 and Department of Revenue Order.

# RESOLUTION NO. \_\_\_\_\_

## A RESOLUTION OF THE BEMIDJI CITY COUNCIL REVOKING THE LIQUOR LICENSE FOR MARINA LLC, d/b/a WASABI SUSHI & POKE BOWL PURSUANT TO MINN. STAT. § 270C.72 AND DEPARTMENT OF REVENUE ORDER

- WHEREAS,** on March 10, 2026, the City Clerk for the City of Bemidji received a Notice of License Revocation (the “Notice”) from the Minnesota Department of Revenue for the on-sale liquor license, including Sunday on-sale liquor, held by Marina LLC, d/b/a Wasabi Sushi & Poke Bowl, located at 419 Beltrami Ave NW, Suite 3, Bemidji, MN 56601; and
- WHEREAS,** the Notice stated that the City must notify the licensee that their liquor license may be revoked due to delinquent taxes owed to the Minnesota Department of Revenue and that such notice to the licensee must include a copy of the Notice; and
- WHEREAS,** the City provided notice to the licensee that their license may be revoked together with a copy of the Notice on March 11, 2026; and
- WHEREAS,** the Notice stated that within thirty (30) days of receiving the Notice, the City must revoke the on-sale liquor license, including Sunday on-sale liquor, held by the licensee pursuant to the Department’s authority under Minn. Stat. § 270C.72, unless the City receives a Clearance Certificate from the Minnesota Department of Revenue, and
- WHEREAS,** the City is not required to hold a revocation hearing for licenses revoked pursuant to Minn. Stat. § 270C.72, subd. 1, which preempts local City Code requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:** the on-sale liquor license, including Sunday on-sale liquor, held by Marina LLC, d/b/a Wasabi Sushi & Poke Bowl, (License No. 25-2053 and 25-2052) for the premises located at 419 Beltrami Ave NW, Suite 3, Bemidji, MN 56601, are hereby revoked, effective April 9, 2026, unless the City should receive a Clearance Certificate from the Minnesota Department of Revenue prior to that date, in which case this revocation shall be null and void.

Yeas:  
Nays:  
Absent:

Passed:

ATTEST:

APPROVED:

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

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

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Approve Purchase of GPS Tablet for Engineering Department  
**Prepared By:** Samuel C. Anderson City Engineer/DPW

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## **Background:**

The Engineering Department has \$10,000 in the 2026 Capital Improvement Plan for the purchasing of a new Trimble tablet with some accessories. This is an upgrade to our current Trimble tablet that is becoming outdated, and will be traded in to get a credit toward a new product purchase. The GPS tablets typically need to be upgraded every 3-5 years.

Attached is a quote from Frontier Precision for \$9,698 to purchase the new Trimble tablet (with old tablet trade-in). Frontier Precision is one of the only authorized dealers for Trimble equipment in a multi-state area (has an office in Minnesota) and all our current software is currently using this platform. The quote will also include some maintenance warranties and software upgrades that are consistent with the new equipment being purchased.

## **Recommendation:**

Approve quote from Frontier Precision in the amount of \$9,698 for GPS Tablet.



Frontier Precision, Inc.  
 446 Great Oak Drive Waite Park, MN 56387  
 320-654-6511

# Quote

Acct. No.	Date	Order #
M220618	3/3/2026	QU52846

Bill To:
City of Bemidji 1351 5th Street NW Bemidji MN 56601

Ship To:
City of Bemidji 1351 5th Street NW Bemidji MN 56601

Contact	Contact #	Expires	Sales Rep
Rick Henson rick.henson@ci.bemidji.mn.us		4/2/2026	WESTON SCHNEIDER westons@frontierprecision.com

Item #	Description	Qty	Rate	Amount
<b>TSC7-2-1111-00</b>		1	\$5,585.00	\$5,585.00
	Trimble TSC7 controller - QWERTY keypad, USB/Serial boot, NA/EMEA region, Standalone Includes Stylus, Hand Strap, Charger, 2 batteries, Screen Protector			
<b>EWLS-TA-LOYAL-STOCK</b>		1	\$1,630.00	\$1,630.00
	Trimble Access Annual Software Maintenance (Expired over 12 months) Needed to transfer license from T7 tablet SN: DAP193800282			
<b>121349-01-1</b>		1	\$260.00	\$260.00
	Trimble TSC7 Accessory - Pole Mount			
<b>121358-01-1</b>		1	\$590.00	\$590.00
	Trimble Accessory - External Battery Charger w/ Int. Cord, Battery 2-pack			
<b>ADLS-DC-HW-STOCK</b>		1	\$1,325.00	\$1,325.00
	Trimble Protected Premium - TSC7, 5 Years Go from standard 2 year manufacturer defects warranty to a 5 year premium plan. Premium Program - TSC7, 5 Years of worry free hardware protection and software maintenance. Includes protection against accidental damages ie. screen cracks, worn keypads, drop damage, water damage, wear and tear, environmental damage, surge protection. Hardware protection at an annual basis is \$335/yr otherwise.			
<b>ADLS-TA-4YR-STOCK</b>		1	\$1,885.00	\$1,885.00
	Bundle in 4 additional years of software maintenance to match the hardware 5 year plan. Software maintenance covers things like background webmap feature, Connect Sync feature, Internet base station service feature, and latest updates to Access. Software renewal on an annual basis is \$720/yr otherwise.			
<b>Subtotal</b>				\$11,275.00
<b>SL-DISC</b>			(\$1,577.00)	(\$1,577.00)
	State gov't discount with trade-in T7 tablet included. Please provide charger, 2 batteries, pole bracket, and stylus with the T7 trade-in.			

<b>Subtotal:</b>	\$9,698.00
<b>Shipping:</b>	\$0.00
<b>Total:</b>	\$9,698.00

Signature \_\_\_\_\_

Date \_\_\_\_\_





Quote

Frontier Precision, Inc.  
446 Great Oak Drive Waite Park, MN 56387  
320-654-6511

Acct. No.	Date	Order #
M220618	3/3/2026	QU52846

To proceed with your order, please reach out to your sales rep: WESTON SCHNEIDER [westons@frontierprecision.com](mailto:westons@frontierprecision.com)

**TERMS & CONDITIONS**

All invoices are in U.S. Dollars. Prices are good for 30 days, unless otherwise noted. Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns may be accepted 30 days from invoice. A restocking fee of up to 25% may be charged for any return. Special orders are not returnable. Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point. Credit card payments are subject to a 3% surcharge.

Signature \_\_\_\_\_

Date \_\_\_\_\_



QU52846

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Declare Surplus Equipment & Authorize Disposal (Parks)  
**Prepared By:** Scott Schroeder, Parks & Trails Director

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## **Background:**

The Parks & Trails Department has identified equipment that does not fit our current and future operational needs. Being fiscally responsible, we believe this equipment should be liquidated.

According to the Bemidji City Code Subdivision IV, Sec. 2-541, Disposal of Excess Property, the City Manager may, from time to time, recommend to the Council that certain personal property owned by the City is no longer needed for a municipal purpose and should be sold.

The Parks & Trails Department recommends the following be declared surplus:

- 2004, ABU Trailer, VIN- 4UGFU14164D010736
- 2007, K-BAR Pressure washer with trailer, VIN-4K1PT4C167K001274
- 2007, Ford, COF pickup, VIN-1FTRX12W97FA87933
- 2009, Ford, F-150, VIN-1FTRX12WO9KC16247
- 2013, GMC Terrain Crossover SUV, VIN-2GKFLREK5D6334879
- 2014, Chevrolet Express 3500 passenger van, VIN-1GAZG1FA7E1199342
- 2016, Altoz XC610S mower with bagger, Serial #XP108662
- 2021, Ford Edge, VIN-2FMPK4G93MBA20683
- 2021, Land Pride finish mower, Serial #1607027

## **Recommendation:**

It is recommended that the City Council declare the items mentioned above as surplus and authorize the City Manager to dispose of said property.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Conduct Final Reading  
**Prepared By:** Michelle Miller, City Clerk (via Flaherty & Hood)

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## **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 Final 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 4<sup>th</sup> 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

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Authorization to Publish a Summary of an Ordinance  
**Prepared By:** Michelle Miller, City Clerk

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## **Background:**

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

## **LEGAL NOTICE**

**ORDINANCE NO. 230, 3rd SERIES:** 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.

This Ordinance was approved by the City Council on Monday, March 16, 2026. A complete copy of the Ordinance is available by contacting the City Clerk, 317 4th Street NW, Bemidji, MN 56601 (218-759-3570).

## **Recommendation:**

Authorize publication of Ordinance summary.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Consider Professional Services Agreement for Bemidji Rail Corridor - Bid Package #2  
**Prepared By:** Samuel C. Anderson, P.E. City Engineer/DPW

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## **Background:**

City Council authorized professional services for the initial soil clean-up/remediation bid package (Bid Package #1) for the rail corridor back in February 2025 and that project is currently under construction with an anticipated completion of June 2026. Bid package #1 includes the contaminated soil removal & mass grading of the entire rail corridor and building removal, a good portion of which was completed last year by Casper Construction.

Over the past 6 months, the Planned Unit Development (PUD) for the rail corridor has been completed and design of the future YMCA and new hotel/event center site plans have been further developed. The remaining city work in the rail corridor (Bid Package #2) is the replacement of an existing 21” sanitary sewer line with a new 24” sanitary sewer line that must be completed to not impact the future construction of the YMCA and hotel/event center. The proposed sanitary sewer route will need to cross Minnesota Avenue NW and a roughly 200 foot long stretch of existing 1916 6” cast iron watermain would be included in the project for replacement. Attached Exhibit A displays the assumed sanitary sewer relocation route within the rail corridor.

## Proposals:

I sent a Request for Proposal (RFP) to Loucks Engineering and Freeberg & Grund, whom are both involved in current civil designs within the Bemidji Rail Corridor project area, to assist city staff with design & bidding services. Below are the proposal amounts provided by each firm:

### Design & Bidding Fee

Freeberg & Grund	\$ 19,300
Loucks	\$ 76,626

Both proposals were reviewed for completeness by city staff and Freeberg & Grund was comfortable with their proposal. Both firms are very qualified to complete the necessary work.

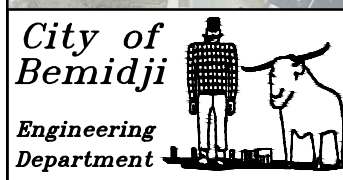
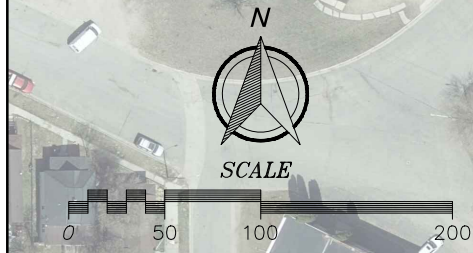
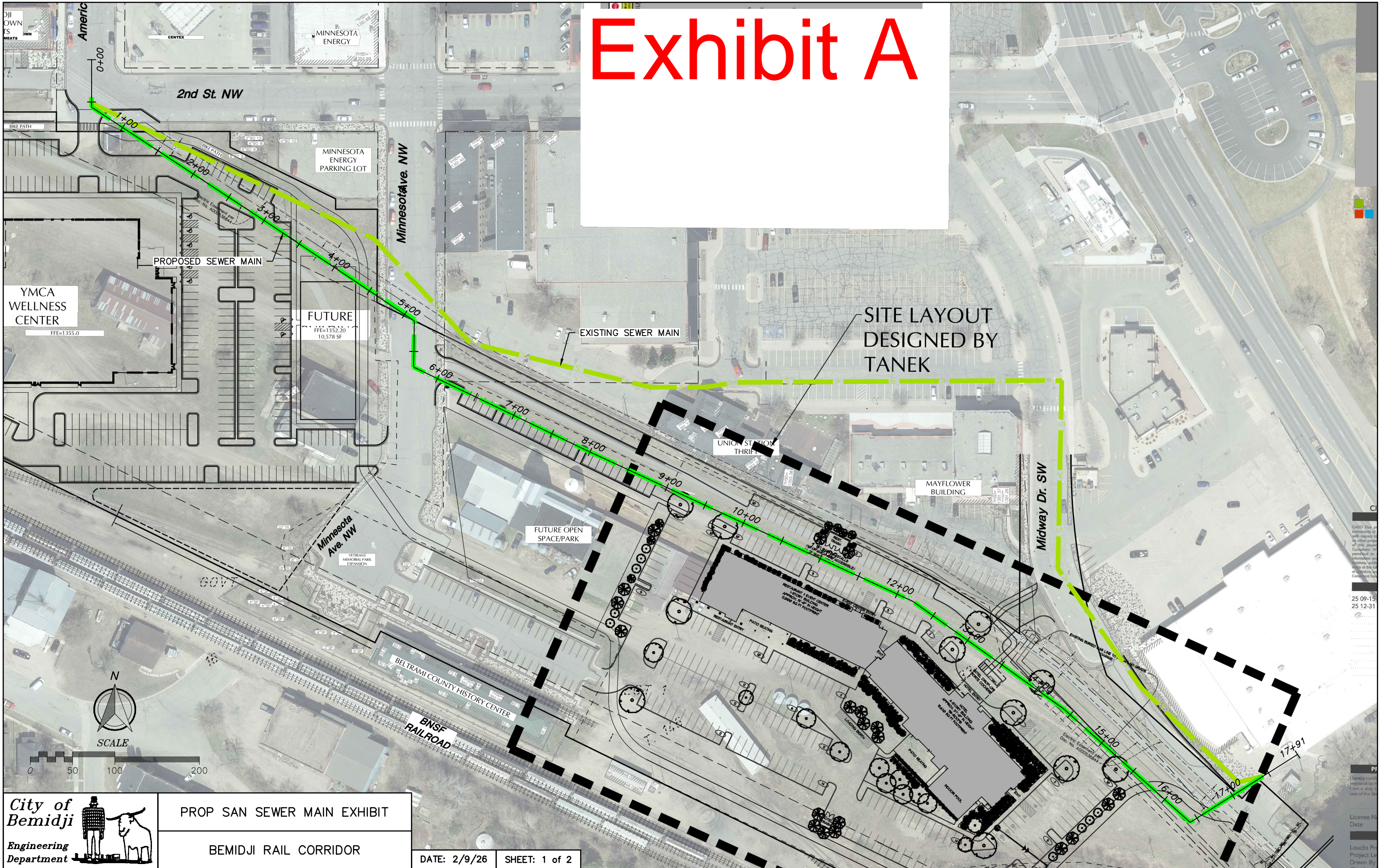
Only a portion of the DEED redevelopment grant funds were eligible as part of Bid Package #1 involving the soil clean-up & building removal project. Staff are estimating roughly \$300,000 in DEED redevelopment funds still available for this sanitary sewer and watermain replacement project along with \$500,000 in sanitary sewer funds and \$500,000 in water utility funds set aside in the 2026 Capital Improvement Project to cover the estimated \$1 million total project cost, if needed.

Upon approval, design would begin immediately with the intent for a construction start in July 2026, after soil clean-up project. Construction is anticipated to take about 2-3 months and be completed in the 2026 construction season.

**Recommendation:**

It is recommended that the city council pass a motion authorizing the city manager to enter into a professional services agreement with Freeberg & Grund in the amount not to exceed \$19,300 for the design & bidding services for Rail Corridor Development – Bid Package #2.

# Exhibit A



PROP SAN SEWER MAIN EXHIBIT	
BEMIDJI RAIL CORRIDOR	
DATE: 2/9/26	SHEET: 1 of 2

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# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Consider Resolution Awarding Bid for 2026 Street Renewal Project - City Project 26-01  
**Prepared By:** Samuel C. Anderson, P.E. City Engineer/DPW

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## **Background:**

On December 15th, 2025 the City Council approved the feasibility report for the proposed 2026 Street Renewal Project. A public hearing was held on January 20th, 2026 and at the conclusion of the hearing the city council passed a resolution ordering the project and authorizing the preparation of engineering plans and the receipt of bids.

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

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

## Bids

A bid opening for the project was held on Tuesday, March 10th, 2026 and the following four (4) bids were received:

<b>Bidders</b>	<b>Base Bid</b>
Sparky's Construction, Inc.	\$1,230,221.13
Reierson Construction, Inc.	\$1,290,313.72
Casper Construction	\$1,545,000.00
Northern Paving, Inc.	\$1,548,847.00
City Engineer's Estimate:	\$1,442,587.75

## Assessments

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

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

## Finances

The Sparky's Construction, Inc. bid amount of \$1,230,221.13 will result in a total project cost of

approximately \$1,414,750.00 after design engineering and construction inspection costs are added in. This is roughly \$118,000 less than the amount that was estimated for the project.

Funding sources are proposed to come from the following sources:

Street Assessments	\$ 126,442
General Tax Levy	\$ 535,000
Storm Sewer Fund	\$ 227,874
Sanitary Sewer Utility Fund	\$ 188,083
Sanitary Sewer Assessments	\$ 8,560
Water Utility Fund	\$ 322,371
Water Assessments	\$ 6,420
Construction Fund Reserves	\$ 0

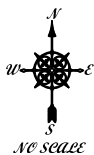
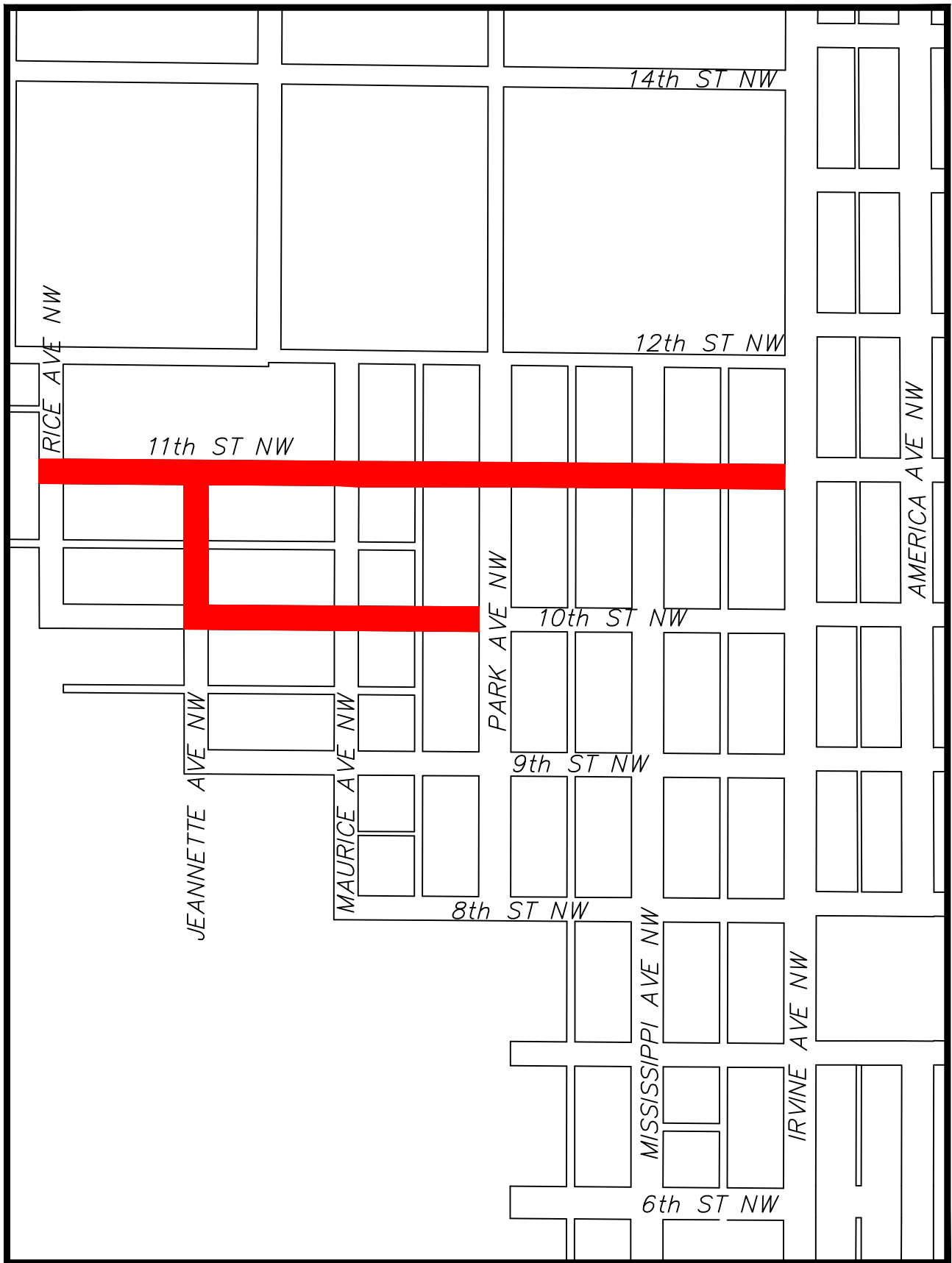
Project Total: \$1,414,750

Construction of the project is set to begin as soon as May 11th, weather permitting. It is anticipated to be completed in September this year.

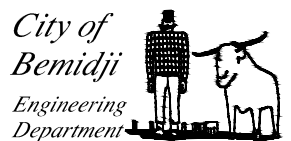
**Recommendation:**

It is recommended that the city council adopt the attached resolution awarding the bid to Sparky’s Construction, Inc. in the amount of \$1,230,221.13 for the 2026 Street Renewal Project – City Project 26-01.

# EXHIBIT A



## 2026 STREET RENEWAL PROJECT



# RESOLUTION NO.

## A RESOLUTION AWARDING BID FOR CITY PROJECT NO. 26-01 2026 Street Renewal Project

**WHEREAS**, pursuant to advertisement for bids for the 2026 Street Renewal Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

BIDDER	TOTAL BID AMOUNT
Sparky's Construction, Inc.	\$1,230,221.13
Reierson Construction, Inc.	\$1,290,313.72
Casper Construction	\$1,545,000.00
Northern Paving	\$1,548,847.00

**AND WHEREAS**, Sparky's Construction, Inc., is the lowest authorized bidder; and

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Sparky's Construction, Inc. for the total bid in the amount of \$1,230,221.13 for the 2026 Street Renewal Project according to the plans and specifications therefor on file in the office of the City Engineer.

2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

Yeas:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

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

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

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Council motion to affirm or amend the City Policy regarding the extension of services.  
**Prepared By:** Rich Spiczka, City Manager

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## **Background:**

The City of Bemidji has long operated with a policy and practice of not extending City services to any area or territory without annexation. The criteria and items often used to affirm that policy are as follows:

**Tax Base:** A municipality uses property taxes to establish funding to provide essential services to its residents and tax paying base. The ability to provide additional services is imperative to acquire tax base. In the event the City offered services outside its city limits, without annexation it could further hamper its ability to annex future property to the City's tax base.

This concerns not only lands on the ability of the City to annex property, but also in its ability to preserve tax base. If the City of Bemidji were to provide services outside of its city limits there is the chance that properties would request to be detached from the City of Bemidji if they could maintain the same level of services outside of the City. The policy exists because tax base could be negatively affected if services were offered outside the City limits.

**Risk to Infrastructure:** The extension of services outside the city limits of Bemidji would require the city to put at risk its existing infrastructure as it connects to infrastructure that is not its own. There are many layers to this risk, but some examples would be the inability to monitor or enforce what is put down wastewater lines, the inspection/maintenance of non-City owned lift stations and the ability to handle emergencies in ROW/easements/territory that is not owned/secured by the City of Bemidji. These risks hamper the ability of the city to serve its residents and taxpayers as emergencies outside of the city without jurisdiction could lead to interruptions of service within the city. The policy exists because without it, infrastructure within the City limits is at greater risk if services are extended outside the City limits with another entities infrastructure.

**Legalities/Delays in enforcement:** There are many layers where legal process or court cases could come into play. For example, what if the City required its residents to restrict watering or the institution of a water ban due to drought conditions. In the event of this, what if a property outside of the City limits ignored that ban? The City would have very limited authority to correct said situation as it would not have jurisdiction over that property. This is just one example of where legalese and the inability to have jurisdiction over territories with services could hamper the delivery of services to the taxpayers/residents of Bemidji. The policy exists because lack of jurisdiction over property where services exist hampers the City's ability to appropriately respond to misuse which could create service issues for City users.

**Bonds/Debt:** The operation of essential services such as water and wastewater services come

with an extreme investment in infrastructure at times. These investments require large projects to be completed which are facilitated through bonds or other forms of debt. These debts are paid through payments from the enterprise funds with which monthly service fees are collected, but the bonds are secured by the City of Bemidji. These bonds would be required to be paid by the City regardless of whether the enterprise funds can fully support the repayment or not. The policy exists because the guarantee of repayment of these debts falls at the feet of the City of Bemidji, not just the users of the service, so the taxpayers would be accountable to the debt should the service fees not be sufficient for repayment.

**Other Points to consider:**

*Inability to Stop:* In situations where services are extended and services are “flowing” there is no precedent that the MPCA will every allow that to stop, unless services were replaced.

*Fair and Reasonable:* Statute regulates that rates for municipal services must be “fair and reasonable”. In the event services were extended at a premium rate, it could open up the city to litigation in regard to their “premium” rates. However, this would not prevent the City from imposing fees/penalties as part of a services contract with another entity.

In summary, the policy exists and has been affirmed multiple times by City councils within the City of Bemidji. There are often times when considerations are requested that would challenge or require changes to the policy. The information provided above is to ensure the council has appropriate and adequate information to affirm the policy or understand the potential risks of changing the policy of the City of Bemidji to provide services only within the City’s boundaries.

**Recommendation:**

Council motion to affirm or amend the City Policy regarding the extension of services.

# CITY COUNCIL AGENDA ITEM



**Meeting Date:** March 16, 2026  
**Action Requested:** Consider Official Response to Northern Township Request for Discussion Regarding Wastewater Service Connection  
**Prepared By:** Rich Spiczka, City Manager

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## **Background:**

After the ruling on the City's reconsideration request regarding the MBAU Docket A-8517 regarding the annexation of real property in Northern Township, the township submitted to the City a letter requesting discussions regarding a potential wastewater service connection. This agenda item is to specifically address the City's official response to that request. The letter from Northern Township is attached.

## **Recommendation:**

Staff is requesting clear direction from council regarding how the City is officially responding to the request of Northern Township.

February 13, 2026

Bemidji City Council  
Mayor Jorge Prince  
City Manager Rich Spiczka  
City Clerk Michell Miller  
City of Bemidji  
317 4th Street NW  
Bemidji, MN 56601

**Re: Wastewater Service Connection – Request for Discussion**

Dear Mayor Prince, Council Members, and City Officials:

Now that the incorporation and annexation proceedings before the Office of Administrative Hearings have concluded, Northern Township would like to turn its attention to what we believe matters most to both communities: building a productive working relationship for the future. We are writing to request the City place this matter on the agenda as a discussion item at your next Council meeting on Tuesday, so we may begin a dialogue about wastewater service as soon as possible.

The Township remains interested exploring a connection to the City's wastewater system. The Township's position has not changed from the settlement proposal our attorneys communicated on September 9, 2025, and we would like to use those terms as a starting point for renewed discussions. That said, we approach this conversation with an open mind and are willing to explore reasonable adjustments which support a practical and mutually beneficial agreement. To summarize, the Township proposed:

- The City would allow Northern Township to permanently connect its sanitary sewer system to the City's sewer main on the south side of the Northwoods boat access and would treat the Township's sewage effluent at the City's wastewater treatment plant.
- The Township would finance, install, own, and operate the sewer collection system.
- The Township would bill its residents and collect sewer fees directly.
- The Township would pay the City for sewer treatment based on sewage flows converted into equivalent REUs at the same rate the City charges its regular residential customers.
- The same terms would apply to Phase II properties on the east side of the lake.

We believe this arrangement can be genuinely beneficial for both communities. Connecting Township residents to the City's system would generate hundreds of thousands of dollars in ongoing user fees for the City, providing a meaningful and sustained revenue stream. For the Township, it addresses a critical infrastructure need for our citizens.

We also want to raise a matter of timing. The Township is actively preparing a bid package for this project and would like to move quickly. To that end, we would be interested in purchasing

the City's engineering plans for the wastewater connection, which would allow us to incorporate this work into our current bid package without delay. Speed matters here—the sooner we can sit down together and work through the details, the sooner both communities can begin to benefit.

We recognize the legal proceedings of the past year have been demanding on both sides. With that chapter behind us, we see a real opportunity to move forward together in a spirit of cooperation. Northern Township is committed to being a good neighbor, and we hope the City shares our interest in finding common ground on an issue that serves both communities well.

We respectfully ask this letter be shared with the full Council and placed on the agenda for your next meeting. We are available to meet at the City's earliest convenience and look forward to your response.

Sincerely,



Chris Lahn  
Administrator, Northern Township

cc: Northern Township Town Board  
Michael C. Couri, Couri & Ruppe, P.L.L.P.  
Jason Kaboushek, Iverson Reuvers