BEMIDJI CITY COUNCIL
REGULAR MEETING AGENDA

Monday, April 6, 2026

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

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

SWEARING IN CEREMONY

PROCLAMATION

1) Take Back the Night

AMENDMENTS TO THE AGENDA

MINUTES

2) February 23, 2026 Work Session

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 $1,167,645.20

4) Claims Submitted by Legends Global for the Sanford Center in the Amount of $100,520.88

5) Approve February Financials from Legends Global for the Sanford Center

6) 2026 Business License Approvals

7) Approve Special Event Permit for D-Feet Walk (June 6)

8) Approve Special Event Permit for Fishing Has No Boundaries (June 25-28)

9) Approve Special Event Permit for Babe's Burnout Car Show (July 11)

10) Approve Special Event Permit for Watermark Art Festival (July 18-19)

11) Approve Special Event Permit for Indigenous Day Celebration (October 12)

12) Approve Appointments to the Community and Police Advisory Board

13) Recommendation from Charter Commission Regarding Charter Amendment

14) Declare Surplus Equipment & Authorize Disposal (Streets)

15) Approve Quote from Bowman Concrete in the Amount of $10,000 (Parks)

16) Approve CIP Requests for the Sanford Center

17) Approve Purchase of 2027 Kenworth Hook Truck and Roll-off Boxes

18) Approve Congressional Spending Contract — Bemidji Fire Department Station 1

19) Resolution Rejecting all Bids Received for City Project 25-03 Rebid

20) Resolution Approving Temporary Off-Premises Alcohol Permit for the Babe's Burnout Car Show

21) Resolution Restricting Parking for 5th Street NW (Mississippi Ave NW - Irvine Ave NW)

CONSENT AGENDA #2

22) Claims Submitted by Finance Officer to VisitBemidji in the Amount of $34,276.65

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

23) Public Hearing of an Ordinance Granting to Otter Tail Power Company Permission to Construct, Operate, Repair and Maintain in the City of Bemidji an Electric Distribution System (Franchise)

ORDINANCES

24) First Reading of an Ordinance Granting to Otter Tail Power Company Permission to Construct, Operate, Repair and Maintain in the City of Bemidji an Electric Distribution System (Franchise)

BUSINESS

25) Summary of Conclusions of Evaluation of Performance of City Manager

26) Consider Award of Bid - Trunk Highway 197 Light Pole Replacement Project - City Project 25-06

27) Resolution Receiving Proposed Charter Amendment and Referring for Legal Review

COUNCIL COMMITTEE REPORTS

UPCOMING MEETINGS

28) April 13, 2026 (5:30 p.m.) - Planning Board
April 20, 2026 (6:00 p.m.) - Council Meeting
April 27, 2026 (5:30 p.m.) - Work Session

ADJOURN

MEMBER ATTENDING REMOTELY

MEMBERS OF THE COUNCIL MAY 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, sexual violence against women, men, and children is widespread and impacts every person in this community; *and*

WHEREAS, in Minnesota, it is estimated that one in three women and one in six men will experience sexual violence in their lifetime; *and*

WHEREAS, American Indians are 2.5 times more likely to experience sexual assault crimes compared to all other races, and one in three Indian women reports having been raped during her lifetime; *and*

WHEREAS, rape, sexual assault and sexual harassment harm our community; *and*

WHEREAS, to solve this problem we must work together to support survivors, educate our community about sexual violence prevention, and speak out against harmful attitudes and actions;

NOW THEREFORE, I, Jorge Prince, Mayor of the City of Bemidji, hereby proclaim the night of April 23, 2026 as "Take Back the Night" and the month of April as Sexual Assault Awareness Month in the City of Bemidji. I urge all citizens to take action to work toward the elimination of all forms of sexual violence and to create a safer environment for all.

IN WITNESS WHEREOF, I HAVE HERE UNTO SET MY HAND AND OFFICIAL SEAL.

_____

Jorge S. Prince, Bemidji Mayor

CITY COUNCIL PROCEEDINGS
BEMIDJI, MINNESOTA
Work Session – February 23, 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, February 23, 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, Peterson, Dickinson, Rivera, Eaton, Thayer.

Present: Rich Spiczka, Michelle Miller

Purpose of Work Session: Discuss Council Commission/Committees, Creating of Budget Committee and Confirm Legislative Priorities

Council Commissions/Committees

- Meeting frequency and structure. There was consensus to have the Public Affairs and Public Works committees on a regular quarterly meeting schedule, likely at 4:30 pm before council meetings, with non-member councilors allowed to submit input through the city manager and attend as observers to avoid quorum issues.

- Funding. Council expressed strong support for establishing dedicated funding mechanisms for commissions and committees, including a central pooled fund (for grant matches and small initiatives) and possible small seed allocations to each body, taking into account existing ordinance language.

- Evaluation and possible decommissioning. Council agreed that a formal evaluation process should be created to periodically review the activity, quorum performance, overlap, and goal attainment of each board/commission, with potential recommendations for restructuring or decommissioning where appropriate (possible use of Public Affairs), while recognizing natural ebbs and flows in membership turnover.

Creation of Budget Committee

Council expressed broad support for establishing a Budget Committee to deepen council understanding of the budget, improve transparency, and align with common practice in other Minnesota cities. The preferred structure discussed was a committee composed of the mayor and two councilmembers (one from Public Affairs and one from Public Works), working with the city manager and finance director, with all meetings open to the public and properly noticed. Council favored rotating membership on a regular basis to share workload and learning. Staff was directed to finalize a framework and schedule for the committee's role in the budget process and to bring forward the initial membership for council approval via consent agenda at the next regular council meeting. Once Budget Committee is established and refined, city manager can work with the charter commission, if desired, on possible inclusion in the charter.

Confirm Legislative Priorities

Council agreed on the need for a concise, shared list of legislative priorities for use during Capitol visits and meetings with legislators.

Key Priority Areas:

- Disaster relief funding – support efforts such as 100% state disaster relief where applicable.
- Local control over zoning/land use – express concerns about state proposals that would preempt local authority.
- Local Government Aid (LGA) – strong support for maintaining and adequately funding LGA for Bemidji.
- Housing in Greater Minnesota – advocate for funding and tools to address housing needs in Bemidji and similar cities.
- State cost shifts and service impacts – highlight how reductions in state support or unfunded requirements affect local services and taxpayers.
- Other items (potential bonding/federal requests for infrastructure and future discussion of local option sales tax) were noted as separate but related efforts.
- Staff will prepare a one-page legislative priorities document and circulate it to the council.

ADJOURN

There being no further business, motion by Peterson, seconded by Thayer, to adjourn the meeting. Motion carried by unanimous voice vote. Meeting adjourned at 7:01 p.m.

Respectfully submitted,

Michelle R. Miller

Michelle R. Miller
City Clerk

Bill List Summary

April 6th, 2026

Check /Wire	Vendor	Amount	
ACH	Barr Endineering Company	$53,518.26	
44719	Southern Glazer's of MN	$5,182.99	
44726 - 44832	See Attached List	1,108,943.95	
		$1,167,645.20	
	TOTAL		$1,167,645.20

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 04/01/2026 - 12:12PM
Warrant Request Date: 4/7/2026
DAC Fund:

Batch: 00407.04.2026

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	2B Recycling & Dumpster	000044726	2,025.00
2	A Stitch in TIme	000044727	81.31
3	Ace On The Lake	000044728	1,568.79
4	Advanced Eng.& Environ.Serv., Inc.	000000000	10,293.10
5	American Engineering Testing, Inc.	000044729	20,650.00
6	Artisan Beer Company	000044730	558.30
7	Ascentek, Inc.	000044731	613.99
8	Auto Value Bemidji	000044732	1,781.00
9	Baker Tilly US, LLP	000000000	8,200.00
10	Battery Wholesale Inc-	000044733	219.17
11	Bellboy Corporation	000000000	2,575.08
12	Beltrami County Recorder	000044734	211.60
13	Bemidji Coca-Cola Bottling Co, Inc	000044735	672.07
14	Bemidji Paper Sales, Inc.	000044736	1,580.62
15	Bernick's	000000000	32,049.87
16	Bessler Electric	000044737	840.38
17	Bob Lowth Ford, Inc.	000044738	1,483.09
18	Bonded Lock & Key of Bemidji	000044739	4,826.00
19	Botzek,Luke	000000000	340.30
20	Boyer Mechanical Services	000000000	200.00
21	Brasel,Nathan	000000000	150.00
22	Breakthru Beverage Minnesota Beer, LLC	000044740	1,014.80
23	Breakthru Beverage Minnesota Wine & Spirits, LLC	000044741	13,680.20
24	Campus Recreation	000044742	80.00
25	Carquest Auto Parts-Bemidji	000044743	76.57
26	Cenex Fleetcard	000044744	22,719.52
27	Cleaning Maid Simple	000000000	1,915.00
28	CM2 Supply	000044745	362.49
29	Coast to Coast Calibrations, Inc	000000000	249.00
30	Column Software PBC	000044746	212.73
31	Cool Threads	000044747	23.00
32	Core & Main	000044748	5,811.80
33	Cummins Sales and Service	000044749	154.69
34	Dahlheimer Beverage Brainerd	000000000	3,712.05
35	Dondelinger Chev-Buick, Inc	000044750	18.29
36	D-S Beverages	000044751	50,444.65
37	Duran,Bidal	000044752	100.00
38	EAPC Architects Engineers	000044753	2,900.00
39	Earl F. Andersen, Inc.	000044754	1,478.90
40	Environmental Resource Associates	000044755	282.03
41	Ferguson Waterworks #2516	000044756	163.54
42	Firehouse LLC	000000000	24,049.24
43	FleetPride, Inc.	000044757	87.99
44	Forestedge Winery	000000000	828.00
		Page Total:	$221,284.16

Line	Claimant	Voucher No.	Amount
45	Forum Communications Company	000000000	300.00
46	Gaslin Garage Door	000044758	1,010.00
47	GFL Environmental Services USA, LLC	000044759	114.95
48	Government Finance Officers Assn.	000044760	500.00
49	Grafix Shoppe	000044761	150.00
50	Granite City Armored Car, Inc.	000044762	795.60
51	Hach Company	000044763	341.41
52	Harris Mountain West LLC	000044764	562.50
53	Hawkins, Inc.	000044765	33,279.79
54	Hill's Plumbing & Heating	000044766	897.38
55	HRP Small Engine & Powersport Repair	000044767	18.99
56	Imperial Supplies LLC	000044768	105.30
57	Ink Spot Press	000044769	137.22
58	Jim Hirt Trucking, Inc	000044770	1,827.19
59	Joe's Northwoods Pest Control	000044771	113.50
60	Johnson Bros., Inc.	000044772	42,395.04
61	Jon's Refuse Solutions, Inc	000044773	2,757.06
62	Juntila,Kyle	000000000	159.95
63	Kliniske,Arthur & Colleen	000044774	550.00
64	KLJ Engineering LLC	000044775	5,752.00
65	Kraus-Anderson Construction Co	000044776	9,190.87
66	Krause,Ainslee	000000000	402.70
67	Kurt Davis Bobcat Inc.	000044777	500.00
68	L & M Supply, Inc.	000044778	416.64
69	Larry's Machine Shop	000044779	190.01
70	Lawson Products, Inc.	000044780	646.29
71	Loebs,Chris	000000000	302.60
72	Loucks	000044781	4,490.25
73	M&T Fire and Safety	000044782	1,052.90
74	Maid In Bemidji, Inc.	000000000	600.00
75	Marco	000044783	453.78
76	Marco, Inc.	000000000	342.33
77	Maverick Beverage Company	000044784	921.00
78	McKinnon Co., Inc.	000044785	24,104.53
79	McMaster-Carr Supply Co.	000000000	177.17
80	Menards-Bemidji	000044786	2,351.25
81	Metropolitan Compounds, Inc	000044787	551.65
82	Milk and Honey Ciders	000044788	464.00
83	Miller,Michelle	000000000	372.25
84	Mission Communications, LLC	000044789	4,417.35
85	MN Dept of Health-	000044790	46.00
86	MN Dept of Revenue ACH	000000000	69,814.00
87	MN Energy Resources	000000000	21,456.65
88	MN Pollution Control Agency	000044791	6,350.00
89	MN Valley Testing Lab, Inc.	000000000	1,160.30
90	MoeCo Fire & Safety	000044792	1,214.47
91	MRPA	000044793	325.00
92	MTI Distributing Co.	000044794	47,003.72
93	Multiple Concepts Interiors	000044795	78,201.68
94	NAPA Auto Parts/Premier	000044796	902.53
95	Naylor Heating & Refrigeration, LLC	000000000	550.45
96	Nei Bottling, Inc.	000044797	468.50
97	Nelson Auto Center	000000000	90,381.00
98	Northland Consulting Engineers LLP	000044798	760.00
99	NTERTAINMENT LLC	000044799	550.00
100	Otter Tail Power Company	000044800	58,910.85
101	Oxford Street Merchants	000044801	1,658.00
		Page Total:	$523,468.60

Line	Claimant	Voucher No.	Amount
102	Paul Bunyan Communications	000044802	3,157.14
103	Paustis & Sons	000044803	721.00
104	Phillips Wine & Spirits	000044804	50,103.49
105	Pomp's Tire Service, Inc.	000044805	3,983.98
106	Poster Compliance Center	000044806	863.40
107	Postmaster	000044807	515.75
108	PowerPlan OIB	000044808	744.99
109	Prince,Jorge	000000000	19.00
110	Properties Management LLC	000044809	3,000.00
111	Quality Flow Systems, Inc.	000000000	12,300.00
112	RMB Environmental Laboratories, Inc.	000044810	2,021.03
113	Roger's Two Way Radio, Inc.	000044811	3,208.28
114	Ross Lewis Sign Co.	000044812	330.00
115	Safety Kleen Systems, Inc.	000044813	239.44
116	Sanford Health	000044814	686.76
117	Sanford Health Occupational Med.	000044815	162.00
118	Sanitation Products Inc.	000044816	1,525.64
119	Schermerhorn,Guy	000000000	189.00
120	Sherwood,Justin	000000000	196.00
121	Skumavc,Kori	000000000	65.98
122	Sokoloski Specialized Transport, LLC	000044817	7,500.00
123	Southern Glazer's of MN	000044818	20,314.53
124	Southside Tow & Rec, Inc	000044819	240.61
125	Staples Advantage	000044820	643.96
126	Streicher's	000044821	1,104.00
127	T & K Outdoors, Inc.	000044822	13,433.17
128	Taft Stettinius & Hollister LLP	000044823	5,200.00
129	TC Recycling	000044824	1,072.06
130	Team Laboratory Chemical, LLC	000044825	1,237.50
131	Tech Sales Co.	000044826	1,500.00
132	Uline	000044827	1,662.20
133	UPS Store	000044828	44.21
134	Vestis	000044829	2,596.96
135	Vinocopia, Inc.	000000000	2,223.50
136	W.D. Larson Companies LTD, Inc.	000044830	9,317.85
137	Wine Merchants	000044831	417.60
138	Wolf Track Energy	000044832	211,277.16
139	Yeager,Emmarie	000000000	315.00
140	Ziegler, Inc.	000000000	58.00
		Page Total:	$364,191.19
		Grand Total:	$1,108,943.95

Sanford Center
Cash Requirements
As of Apr 7, 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**	**3/18/26**	**487.89**
ADP, Inc	**Payroll Software**	**3/20/26**	**613.06**
Always There Staffing Inc	**Contracted F&B Labor**	**3/1/26**	**440.91**
Amanda Schackman	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Bemidjil Boys Golf	**NPO Payment**	**3/27/26**	**513.11**
Bemidji Coca-Cola Company	Credit: Inventory - Beverage	3/19/26	-54.00
Bemidji Coca-Cola Company	Inventory - Beverage	3/19/26	533.96
Bemidji Coca-Cola Company	**Bemidji Coca-Cola Company**		**479.96**
Rotary Club of Bemidji	**Event Pipe & Drape Reimburseable**	**3/23/26**	**4,498.00**
Brandon Mack	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Breakthru Beverage Mn Wine & Spirits	**Inventory - Wine & Liquor**	**4/1/26**	**739.40**
Constellation Newenergy-Gas Div. LLC	**Utility - Natural Gas**	**3/20/26**	**14,270.90**
Country Inn & Suites Bemidji	Lodging - John Drum, 3 Nights	3/25/26	384.69
Country Inn & Suites Bemidji	Event Lodging Reimburseable	3/28/26	139.37
Country Inn & Suites Bemidji	Event Lodging Reimburseable	3/28/26	139.37
Country Inn & Suites Bemidji	Event Lodging Reimburseable	3/28/26	139.37
Country Inn & Suites Bemidji	Event Lodging Reimburseable	3/28/26	139.37
Country Inn & Suites Bemidji	Event Lodging Reimburseable	3/28/26	139.37
Country Inn & Suites Bemidji	Event Lodging Reimburseable	3/28/26	139.37
Country Inn & Suites Bemidji	Event Lodging Reimburseable	3/28/26	139.37
Country Inn & Suites Bemidji	**Country Inn & Suites Bemidji**		**1,360.28**
D-S Beverages Inc	**Inventory - Beer**	**3/26/26**	**650.80**
Dacotah Paper Co	**Janitorial Supplies**	**3/27/26**	**1,309.34**
Docu Shred	**Document Shredding**	**3/2/26**	**60.53**
Ethan Rogers	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
G & R Controls Inc	**HVAC Maintenance**	**3/1/26**	**165.00**
Guardian Pest Solutions	**Pest Control**	**3/18/26**	**299.11**
Heidi Neese	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**

Sanford Center
Cash Requirements
As of Apr 7, 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
Bemidji Area Schools	**MCR: NPO Payment**	**3/18/26**	**492.53**
Janine Johnson	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Jason Larimer	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
John Drum	**Reimbursement: Office Supplies, Kitchen Supplies, Show Marketing Reimburseable, and Square, Adobe, Canva, & AutoCad Subscription.**	**3/31/26**	**2,026.26**
Kalley Dynes Levin	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Legends Global	Annual Microsoft Licenses	3/16/26	1,613.28
Legends Global	Annual Microsoft Licenses	3/18/26	13,417.82
Legends Global	**Legends Global**		**15,031.10**
Lexi Mudrick	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Lil' Bitty Donuts LLC	**Contracted F&B Payment**	**3/31/26**	**329.94**
Luekens Village Foods - North	**Inventory - Food**	**3/23/26**	**32.56**
Luekens Village Foods - South	**Inventory - Food**	**3/26/26**	**105.57**
McKinnon Company Inc	**Inventory - Beer**	**3/25/26**	**677.80**
Morgan Skiles	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Nate Anderson	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Natures Edge Garden Center Inc	**Contracted Snow Removal**	**3/31/26**	**8,800.00**
NLFX Professional	Contracted AV Reimburseable	3/26/26	930.00
NLFX Professional	Contracted AV Reimburseable	3/26/26	45.00
NLFX Professional	Contracted AV Reimburseable	3/26/26	180.00
NLFX Professional	Contracted AV Reimburseable	3/26/26	360.00
NLFX Professional	**NLFX Professional**		**1,515.00**
ODP Business Solutions, LLC	**Office Supplies**	**3/6/26**	**224.99**
OtterTail Power Company	**Utility - Electric**	**3/25/26**	**27,017.02**
Paul Bunyan Communications	**Utility - Telephone**	**4/1/26**	**1,464.86**

Sanford Center
Cash Requirements
As of Apr 7, 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
Performance Food Group	Inventory - Food	3/16/26	1,570.11
Performance Food Group	Inventory - Food	3/18/26	4,264.33
Performance Food Group	Inventory - Food	3/25/26	3,256.67
Performance Food Group	Inventory - Food	3/27/26	982.23
Performance Food Group	Inventory - Food	3/30/26	2,031.35
Performance Food Group	Inventory - Food	3/31/26	301.67
Performance Food Group	Inventory - Food	3/31/26	74.76
Performance Food Group	Credit: Inventory - Food	3/31/26	-800.58
Performance Food Group	Inventory - Food	4/1/26	1,023.05
Performance Food Group	**Performance Food Group**		**12,703.59**
Ricard Repair Service, Inc	**F&B Equipment Maintenance**	**3/31/26**	**150.00**
Rodney Anderson	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Rural MN CEP	**Job Fair Registration**	**3/18/26**	**50.00**
Sean Crampton	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Shelana Ysen	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Stephanie Hollatz	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Sysco Western Minnesota, Inc	**Inventory - Food**	**3/13/26**	**975.01**
Trevor Johnson	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Trisha Vojak	**March Cell Phone Reimbursement**	**3/31/26**	**60.00**
Vestis Group, Inc	Laundry & Linen	3/12/26	154.86
Vestis Group, Inc	Laundry & Linen	3/19/26	165.92
Vestis Group, Inc	Laundry & Linen	3/23/26	73.36
Vestis Group, Inc	Laundry & Linen	3/26/26	165.92
Vestis Group, Inc	Laundry & Linen	3/26/26	1,516.30
Vestis Group, Inc	**Vestis Group, Inc**		**2,076.36**
			100,520.88

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve February Financials from Legends Global for the Sanford Center
Prepared By: Trevor Johnson, Director of Finance, Sanford Center

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Background:
The month concluded with The Sanford Center outperforming budget by $37,095. Items that positively impacted the venue are:

- Service Revenue ~$16k ahead of budget
- Service Expenses ~$14.4k lower than budget
- F&B Catering ~$1k ahead of budget
- Ticketing Revenue ~$4.6k ahead of budget
- Indirect Expenses ~$24.7k lower than budget

Some areas of opportunity for the venue are:

- Rental Income ~ $9.5k behind budget
- F&B Concessions ~$6.3k behind budget
- Advertising & Sponsorships ~$9k behind budget

As we continue throughout the year, the finance team, in coordination with the various departments, will look at our events past, present, and future to reflect on successes and what can improve collectively.

The current FY26 rolling forecast for the remainder reflects a net operating loss (NOL) of ($580,912). This is due to the normal fluctuations in our events calendar. Following are some of the changes to our event calendar.

- March concert, Rock Gods $6k
- National Mushroom Convention ($35.4k)
- MN ASA/IT $39.6k
- GigaZone Tech Expo ($22.7k)
- Bemidji Unified Gala ($17.k)
- Summer Institute in American Indian Welfare $11.4k
- Indoor Garage Sale $5k
- June Concert, not booked/storm repairs ($23.7k)

As mentioned prior, there is a risk with all budgeted events. We are optimistic about filling our event calendar with various events that, in addition to increasing our bottom line, will showcase the various amenities The City of Bemidji has to offer.

Recommendation:
Approve February Financials from Legends Global for the Sanford Center

SANFORD CENTER



Sanford Center

FOR THE MONTH ENDING FEBRUARY 28th, 2026

DISTRIBUTED MARCH 25, 2026

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

Distribution List:

Felix Mussenden, EVP, 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

Feb-26

Financial Statements

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Legends Global Arena Management LLC

The Sanford Center – Bemidji, Minnesota

The month concluded with The Sanford Center outperforming budget by $37,095. Items that positively impacted the venue are:

- Service Revenue ~$16k ahead of budget
- Service Expenses ~$14.4k lower than budget
- F&B Catering ~$1k ahead of budget
- Ticketing Revenue ~$4.6k ahead of budget
- Indirect Expenses ~$24.7k lower than budget

Some areas of opportunity for the venue are:

- Rental Income ~ $9.5k behind budget
- F&B Concessions ~$6.3k behind budget
- Advertising & Sponsorships ~$9k behind budget

As we continue throughout the year, the finance team, in coordination with the various departments, will look at our events past, present, and future to reflect on successes and what can improve collectively.

The current FY26 rolling forecast for the remainder reflects a net operating loss (NOL) of ($580,912). This is due to the normal fluctuations in our events calendar. Following are some of the changes to our event calendar.

- March concert, Rock Gods $6k
- National Mushroom Convention ($35.4k)
- MN ASA/IT $39.6k
- GigaZone Tech Expo ($22.7k)
- Bemidji Unified Gala ($17.k)
- Summer Institute in American Indian Welfare $11.4k
- Indoor Garage Sale $5k
- June Concert, not booked/storm repairs ($23.7k)

As mentioned prior, there is a risk with all budgeted events. We are optimistic about filling our event calendar with various events that, in addition to increasing our bottom line, will showcase the various amenities The City of Bemidji has to offer.

	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	88,556	98,129	(9,573)	184,379	207,234	(22,855)	148,603
Service Revenue	92,669	76,589	16,080	204,950	208,037	(3,087)	195,144
Service Expenses	(59,358)	(73,757)	14,399	(146,454)	(190,048)	43,594	(99,135)
Total Direct Event Income	**121,867**	**100,961**	**20,906**	**242,875**	**225,223**	**17,652**	**244,612**
Ancillary Income							
F & B Concessions	36,709	43,100	(6,391)	109,309	126,200	(16,891)	73,903
F & B Catering	35,181	34,169	1,012	93,033	71,100	21,933	54,470
Novelty Sales	0	0	0	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	**71,890**	**77,269**	**(5,379)**	**204,245**	**197,800**	**6,445**	**128,373**
Other Event Income							
Ot Event Related	0	0	0	0	0	0	0
Suite Sales	13,038	7,200	5,838	30,461	14,400	16,061	24,356
Club Seat Tickets	2,014	1,200	814	3,580	2,700	880	1,421
Ad Income	0	0	0	0	0	0	0
Ticket Rebates	6,360	6,900	(540)	25,113	21,350	3,763	8,180
Facility Fees	22,550	24,000	(1,450)	56,687	60,000	(3,313)	45,923
Total Other Event Income	**43,962**	**39,300**	**4,662**	**115,841**	**98,450**	**17,391**	**79,880**
Total Event Income	**237,719**	**217,530**	**20,189**	**562,961**	**521,473**	**41,488**	**452,865**
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)	46,271	64,167	(17,896)	45,085
Sanford Naming Rights	16,667	16,667	0	33,333	33,334	(1)	33,333
Coke Mktg Sponsorship	0	0	0	0	0	0	0
Ice Rental Revenue	0	0	0	0	0	0	0
Interest & Other Income	1,064	1	1,063	2,502	(1)	2,503	3,480
Total Oth. Operating Income	**40,866**	**48,751**	**(7,885)**	**82,106**	**97,500**	**(15,394)**	**81,898**
Adjusted Gross Income	**278,585**	**266,281**	**12,304**	**645,067**	**618,973**	**26,094**	**534,763**
INDIRECT EXPENSES							
Salaries & Wages	88,256	113,384	(25,128)	190,254	226,768	(36,514)	193,496
Payroll Taxes & Benefits	30,543	34,458	(3,915)	70,789	68,916	1,873	68,744
Net Salaries and Benefits	118,799	147,842	(29,043)	261,043	295,684	(34,641)	262,240
Contracted Services	0	0	0	0	0	0	0
General and Administrative	20,275	19,323	952	37,209	38,646	(1,437)	31,386
Operating	13,508	16,496	(2,988)	27,215	32,743	(5,528)	29,947
Repairs & Maintenance	2,115	5,922	(3,807)	5,191	14,342	(9,151)	11,650
Operational Supplies	7,024	4,443	2,581	12,540	8,886	3,654	10,624
Insurance	16,435	16,625	(190)	32,253	33,250	(997)	11,728
Utilities	60,153	52,417	7,736	116,697	100,834	15,863	85,809
ASM Management Fees	10,895	10,927	(32)	21,791	21,854	(63)	21,218
Other Mgmt Fees	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total Indirect Expenses	**249,204**	**273,995**	**(24,791)**	**513,939**	**546,239**	**(32,300)**	**464,602**
Net Income (Loss)	**$ 29,381**	**($ 7,714)**	**$ 37,095**	**$ 131,128**	**$ 72,734**	**58,394**	**$ 70,161**
Non-Operating Income							
City of Bemidji Subsidy	175,000	0	0	175,000	0	0	0
Property Insurance	0	0	0	0	0	0	(15,426)
Extraordinary Items	0	0	0	0	0	0	0
Adjusted Net Income (Loss)	**$ 204,381**	**($ 7,714)**	**$ 212,095**	**$ 306,128**	**$ 72,734**	**233,394**	**$ 54,735**

ASSETS			
Current Assets			
Cash	$	750,462	
Accounts Receivable		370,984	
Prepaid Assets		143,625	
Inventory		66,273	
Total Current Assets			1,331,344
Fixed Assets			
Building		0	
Machinery & Equipment		0	
Acc. Depreciation		0	
Total Fixed Assets			0
Other Assets			
Other Assets		0	
Deposits		0	
Total Other Assets			0
Total Assets			**$ 1,331,344**
LIABILITIES AND EQUITY			
Current Liabilities			
Accounts Payable	$	267,435	
Working Capital Loan		350,000	
Accrued Expenses		132,397	
Deferred Income		217,479	
Advance Ticket Sales/Deposits		117,685	
Other Current Liabilities		0	
Total Current Liabilities			1,084,996
Equity			
Net Funds Received		0	
Retained Earnings		(59,780)	
Net Income (Loss)		306,128	
Total Equity			246,348
Total Liabilities & Equity			**$ 1,331,344**

The Sanford Center
2026
Rolling Forecast

		Year to Date Actual Thru February	Projected March Thru 12/31/2026	Rolling Forecast Fiscal YE 12/31/2026	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	184,379	396,410	580,789	613,694	(32,905)	-5.36%	504,148	76,641	15.20%
	Service Income	204,950	658,294	863,244	1,003,644	(140,400)	-13.99%	813,776	49,468	6.08%
	Service Expenses	(146,454)	(385,328)	(531,782)	(688,044)	156,262	-22.71%	(518,214)	(13,568)	2.62%
	Total Direct Event Income	242,875	669,376	912,251	929,294	(17,043)	-1.83%	799,710	112,541	14.07%
Ancillary Income										
	F & B Concessions	109,309	153,721	263,030	301,621	(38,591)	-12.79%	221,473	41,557	-43.23%
	F & B Catering	93,033	362,637	455,670	447,864	7,806	1.74%	504,966	(49,296)	55.24%
	Novelty Sales	1,903	6,250	8,153	11,750	(3,597)	-30.61%	4,703	3,450	-64.57%
	Total Ancillary Income	204,245	522,608	726,853	761,235	(34,382)	-4.52%	731,142	(4,289)	-0.59%
Other Event Income										
	Luxury Box Ticket Sales	30,461	28,400	58,861	46,000	12,861	27.96%	24,356	34,505	-64.28%
	Club Seat Ticket Sales	3,580	7,000	10,580	10,700	(120)	0.00%	1,421	9,159	-88.39%
	Event Advertising Income	-	-	-	-	-	0.00%	-	-	0.00%
	Ticket Rebates (Per Event)	25,113	21,100	46,213	44,450	1,763	3.97%	45,861	352	-93.70%
	Facility Fees	56,687	96,800	153,487	164,800	(11,313)	-6.86%	156,287	(2,800)	-40.74%
	Total Other Event Income	115,841	153,300	269,141	265,950	3,191	1.20%	227,925	41,216	18.08%
Total Event Income		562,961	1,345,284	1,908,245	1,956,479	(48,234)	-2.47%	1,758,777	149,468	8.50%
Other Operating Income		82,106	501,499	583,605	599,000	(15,395)	-2.57%	557,840	25,765	4.62%
Adjusted Gross Income		645,067	1,846,783	2,491,850	2,555,479	(63,629)	-2.49%	2,316,617	175,233	7.56%
Operating Expenses										
	Employee Salaries and Wages	190,254	1,133,847	1,324,101	1,360,615	(36,514)	-2.68%	1,259,598	64,503	-8.07%
	Benefits	70,789	344,565	415,354	413,481	1,873	0.45%	353,901	61,453	5.11%
	Net Employee Wages and Benefits	261,043	1,478,412	1,739,455	1,774,096	(34,641)	-1.95%	1,613,499	125,956	-4.84%
	General and Administrative	37,209	194,194	231,403	232,840	(1,437)	-0.62%	210,219	21,184	14.15%
	Operations	27,215	80,074	107,289	107,650	(361)	-0.34%	116,746	(9,457)	14.44%
	Repair & Maintenance	5,191	121,540	126,731	141,050	(14,319)	-10.15%	33,640	93,091	35.60%
	Supplies	12,540	54,914	67,454	63,800	3,654	5.73%	86,158	(18,704)	-84.87%
	Insurance	32,253	166,250	198,503	199,500	(997)	-0.50%	185,662	12,841	-111.39%
	Utilities	116,697	354,166	470,863	455,000	15,863	3.49%	435,324	35,539	-3.70%
	SMG Management Fees	21,791	109,273	131,064	131,127	(63)	-0.05%	127,308	3,756	-3.00%
	Total Operating Expenses	513,939	2,558,823	3,072,762	3,105,063	(32,301)	11.72%	2,808,556	264,206	-4.97%
Net Income (Loss) From Operations		131,128	(712,040)	(580,912)	(549,584)	(31,328)	5.70%	(491,939)	(88,973)	18.09%
Other Income (Expenses)		175,000	175,000	350,000	350,000	-		350,000	-	0.00%
Net Income After Other Income (Expenses)		306,128	(537,040)	(230,912)	(199,584)	(31,328)	15.70%	(141,939)	(88,973)	62.68%

The Sanford Center
Fiscal Year 2026
Operating Cash Flow Forecast

Month Ending	**March 3/31/2026**	**April 4/30/2026**	**May 5/31/2026**	**June 6/30/2026**
Beg Cash Flow (Non Ticketing/Unrestricted)	**515,546.46**	**607,011.46**	**503,574.46**	**422,718.46**
F&B Revenue	27,000.00	20,000.00	15,000.00	26,681.00
Rent Revenue	20,000.00	38,000.00	61,000.00	20,000.00
Service Revenue	25,000.00	47,000.00	36,196.00	10,000.00
Ticketing Transer	129,000.00	15,000.00	-	
A/R Collections	319,000.00	85,000.00	80,000.00	90,000.00
Sanford Naming Rights				
Total Inflows	**520,000.00**	**205,000.00**	**192,196.00**	**146,681.00**
Net Employee Wages and Benefits	(160,000.00)	(120,000.00)	(120,000.00)	(120,000.00)
Uncashed AP Checks	(30,000.00)	(20,000.00)	(30,000.00)	-
Unpaid AP	(102,000.00)	(60,000.00)	(25,000.00)	-
General and Administrative	(16,000.00)	(13,000.00)	(16,000.00)	(12,000.00)
Operations	(13,663.00)	(6,200.00)	(11,000.00)	(3,000.00)
Repair & Maintenance	(422.00)	(2,736.00)	(1,500.00)	(3,000.00)
Supplies	(17,181.00)	(9,080.00)	(3,000.00)	(3,700.00)
Insurance	(16,625.00)	(16,625.00)	(16,625.00)	(16,625.00)
Utilities	(41,717.00)	(27,869.00)	(21,000.00)	(21,000.00)
SMG Management Fees	(10,927.00)	(10,927.00)	(10,927.00)	(10,927.00)
Sales Tax	(20,000.00)	(22,000.00)	(18,000.00)	(5,000.00)
Other Cash Outflows				
Total Outflows	**(428,535.00)**	**(308,437.00)**	**(273,052.00)**	**(195,252.00)**
Available Cash	**607,011.46**	**503,574.46**	**422,718.46**	**374,147.46**
Other Cash Inflow/Outflow				
Intercompany Payments				
Funding				
Ending Cash balance	**607,011.46**	**503,574.46**	**422,718.46**	**374,147.46**

BUSINESS LICENSES APPROVALS - 2026

Type of License	Business Name	Business Location	Fee Paid
Hemp Business Initial Registration			
	BEMIDJI BREWING COMPANY	**211 AMERICA AVE NW**	**$125.00**
	State License Expiration Date: January 8, 2027		
	NOTHING BUT CANNA BEMIDJI	**119 PAUL BUNYAN DR NW, SUITE**	**$125.00**
	State License Expiration Date: March 25, 2027		
Hemp Business Registration 1st Renewal			
	BEMIDJI BREWING COMPANY	**211 AMERICA AVE NW**	**$125.00**
	State License Expiration Date: January 8, 2027		
	NOTHING BUT CANNA BEMIDJI	**119 PAUL BUNYAN DR NW, SUITE**	**$125.00**
	State License Expiration Date: March 25, 2027		

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Special Event Permit for D-Feet Walk (June 6)
Prepared By: Michelle Miller, City Clerk

Background:
The MN Lions Hearing Foundation have submitted an application for the D-Feet Hearing Loss walk on June 6. Staff have no issues with the request.

Recommendation:
Approve Special Event Permit for D-Feet Walk (June 6).

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): MN Lions (D-Feet Hearing Loss) Hearing Foundation

Address: 21515 371st Ave, Green Isle, MN 55338-2027

Event Contact Name (Required): Susie Balstad
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 553-3291

Event Contact Email (Required): [redacted]

Event Contact Name #2 (Required): Mary Sorensen

Contact #2 Phone (Required): (218) 368-7895

Event Information

Event Name (Required): D-Feet Walk

Event Date(s): June 6, 2024

Location Requested:

- ☐ Nymore Park
- ☐ Cameron Park
- ☐ City Park
- ☒ Paul Bunyan Park Plaza Area
- ☒ Library Park
- ☐ Rotary Pavilion
- ☐ Roger Lehmann Park
- ☐ City Paved Trail (lakeshore/east west Trail)
- ☐ City Streets
- ☐ City Parking Lot
- ☒ Other

If Other, please explain: Diamond Point

Special Event Application

Event Time: Start: 8:00 AM End: 1:00 PM

Set-up Time: 6:00 AM

Clean-up Time: 1:00 - 3:00 pm

Expected Daily Attendance: 150-70

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

- ☐ Festival
- ☐ Bike Ride
- ☒ Walk/Fun Run
- ☐ Concert/Performance
- ☐ Other
- ☐ Block Party

If Other, please explain: _____

Please provide a description of your event:

The D-Feet Walk is the MN Lions Hearing Foundation's largest fund raiser. All funds from the D-feet Walk go to research and education regarding hearing loss. Participants register starting at 8:00 AM. The "Walk" starts at 9:30. Walkers walk from Diamond Building, Diamond Point Park, to the Lake, along the lake shore to Lake Blvd. Lake Blvd to Library Park, to Paul Bunyan & Babe. Then back on the same route. AT Diamond Point we have a hotdog Picnic, games, and music. Done by 1:00 PM

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: Music in building, speaker for announceme

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: Diamond Point Park, Diamond Building

☐ 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:

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: 0, we provide food/picnic

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: 20 pick up Friday

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: [illegible]

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: NA -

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: —

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

Between _____ *&/To* _____

Start Time of Street Closure:

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.

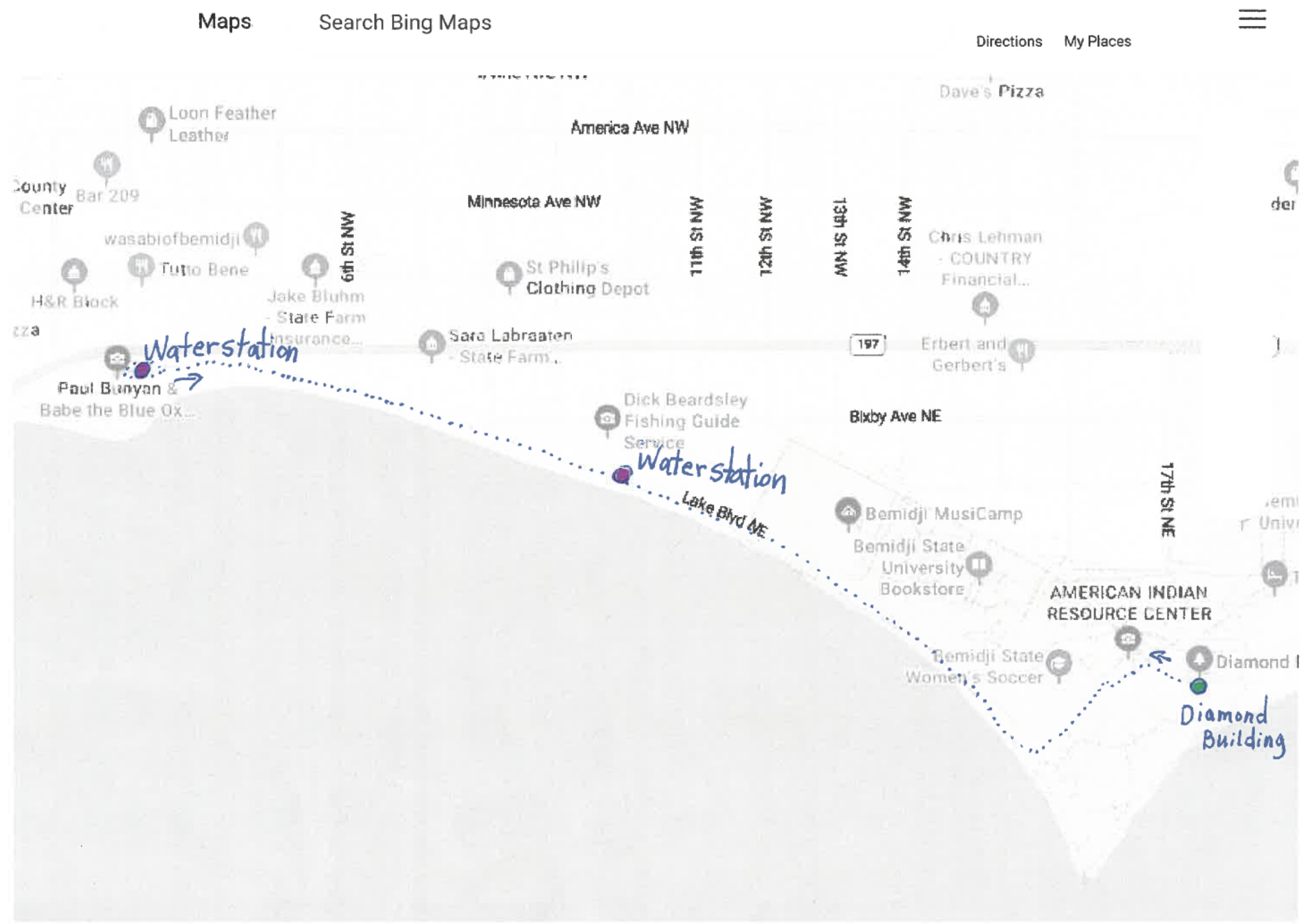
Special Event Application

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: Susan Bolstad

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


Maps
Search Bing Maps
Directions
My Places
Dave's Pizza
Loon Feather Leather
America Ave NW
Bar 209
Minnesota Ave NW
6th St NW
11th St NW
12th St NW
13th St NW
14th St NW
wasabiofbemidji
Tutto Bene
H&R Block
Jake Bluhm - State Farm Insurance...
St Philip's Clothing Depot
Chris Lehman - COUNTRY Financial...
Waterstation
Paul Bunyan & Babe the Blue Ox...
Sara Labraaten - State Farm...
197
Erbert and Gerbert's
Dick Beardsley Fishing Guide Service
Bixby Ave NE
Waterstation
Lake Blvd NE
17th St NE
Bemidji MusiCamp
Bemidji State University Bookstore
AMERICAN INDIAN RESOURCE CENTER
Bemidji State Women's Soccer
Diamond Building
Privacy
Terms



Diamond Point Park

2/6/2026



Bemidji First City On The Mississippi

Paul Bunyan Park

2/5/2026

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Special Event Permit for Fishing Has No Boundaries (June 25-28)
Prepared By: Michelle Miller, City Clerk

Background:
Paul Bunyan Fishing Has No Boundaries has submitted an application for their Fishing Has No Boundaries event for June 25-28, 2026. Staff has no issues.

Recommendation:
Approve Special Event Permit for Fishing Has No Boundaries (June 25-28).

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): Paul Bunyan Fishing Has No Boundaries

Address: 215 Paul Bunyan Dr. NW, Bemidji, MN

Event Contact Name (Required): Vance Balstad

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

Cell Phone (Required): (218) 766-5291

Event Contact Email (Required): [redacted]

Event Contact Name #2 (Required): Matt Siems

Contact #2 Phone (Required): (218) 556-9015

Event Information

Event Name: Fishing Has No Boundaries Event

Event Date(s): June 25-28; set up, event, tear down

Location Requested:

- ☐ Nymore Park
- ☐ Cameron Park
- ☐ City Park
- ☒ Paul Bunyan Park Lake Front Area and North Parking Lot
- ☐ Library Park
- ☐ Rotary Pavilion
- ☐ Roger Lehmann Park
- ☐ City Paved Trail (lakeshore/east west Trail)
- ☐ City Streets
- ☐ City Parking Lot
- ☐ Other

If Other, please explain: _____

Special Event Application

Event Time: Start: 6-27, 6:00 AM End: 10:00 PM

Set-up Time: 6-25, 10:00 AM 6-26, 10:00 pm

Clean-up Time: 6-28, 10:00 AM 6-28, 4:00 pm

Expected Daily Attendance: 250

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

- ☐ Festival
- ☐ Bike Ride
- ☐ Walk/Fun Run
- ☐ Concert/Performance
- ☒ Other
- ☐ Block Party

If Other, please explain: Fishing Event for Disabled Anglers

Please provide a description of your event:

3 trailers arrive on site and the Gary Cox Tent goes up on June 25. On Friday the chairs, restrooms, pontoons come in, and we set up for the event. After site is set up, anglers are assigned to boats, and food is gathered were ready for Saturday. Registration starts at 7:00 AM. Breakfast is served before heading out to fish. Life jackets are required for anyone on a watercraft. Lunch & Dinner are served later. Event ends with awards

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: speakers for announcements

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 most banners are on the tent & Fencing

- 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:

One tent, the Jaycee tent; 50' x 80'

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: 0, we provide all meals

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: ~~XXX~~ 15

Number of Barricades Requested: 0

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 4

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

Bike Racks Requested: 0

Event Logistics

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

Portable Restrooms

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

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

Company & Number of portable restrooms: Portable John; 3 handicap, 2 reg 2 wash stations

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; 6 more handicap parking

Date(s) of requested street closure: June 27, 2026

Street Name(s) and/or number to be closed: ~~Paul Bunyan Park Parking Lot~~

Paul Bunyan Park North Parking Lot

Between _____ *&/To* _____

Start Time of Street Closure: 6:00 AM

End Time of Street Closure: 8:00 PM

Number of *No Parking* Signs Requested: 5 ~~Parking Signs~~

organizer to provide its own handicap parking signs

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.

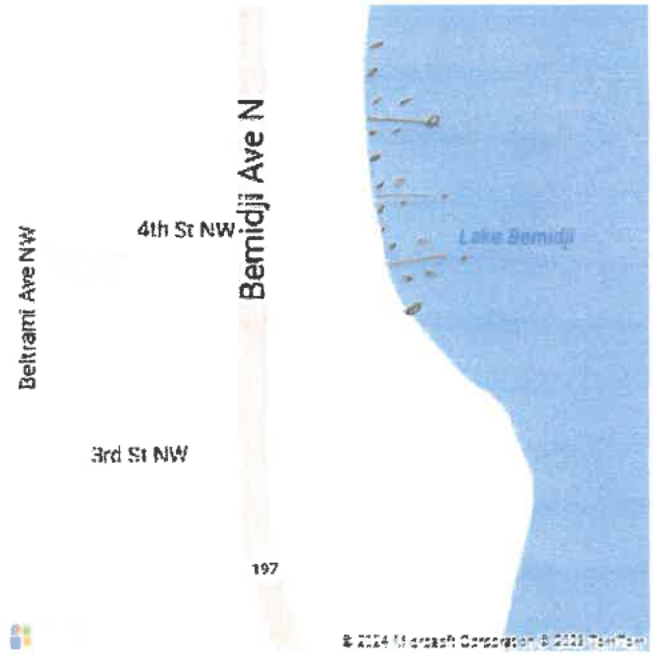
Signature: _____

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

bing maps

Notes

O portable restroom
⊗ handicap restroom
X hand washing station
▭ pontoon/boat



Carnegy




800116500
STATE OF MINNESOTA
800116400
CITY
220
197
Bemidji Ave N
800023799
CITY OF BEMIDJI
ROW



Lake Front Area

2/5/2026



Paul Bunyan Park

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Special Event Permit for Babe's Burnout Car Show (July 11)
Prepared By: Michelle Miller, City Clerk

Background:
The Sanford Center has submitted an application for its annual Babes Burnout Car Show, taking place July 11. Setup starts on July 7 with clean up on July 12. Staff have reviewed the application and have no issues with the event.

Recommendation:
Approve Special Event Permit for Babe's Burnout Car Show (July 11).

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): The Sanford Center

Address: 1111 Event Center Dr NE, Bemidji, MN 56601

Event Contact Name (Required): Shelana Ysen
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 417-0389

Event Contact Email (Required): [redacted]

Event Contact Name #2 (Required): Ethan Rogers

Contact #2 Phone (Required): (218) 766-6697

Event Information

Event Name: Babe's Burnout Car Show

Event Date(s): 7/11/2026

Location Requested:

- ☐ Nymore Park
- ☐ Cameron Park
- ☐ City Park
- ☐ Paul Bunyan Park
- ☐ Library Park
- ☐ Rotary Pavilion
- ☐ Roger Lehmann Park
- ☐ City Paved Trail (lakeshore/east west Trail)
- ☐ City Streets
- ☐ City Parking Lot
- ☒ Other

If Other, please explain: Sanford Center Front Parking Lot

Special Event Application

Event Time: Start: 11:00am End: 10:00pm

Set-up Time: 8am Tuesday - 11am Saturday

Clean-up Time: 8:00am-12:00pm Sunday

Expected Daily Attendance: 7000

7/7/26 – Close front parking lot section for tent set up
7/8/26 – Continue set up
7/9/26 – Close remaining sections of front parking lot to finish set up
7/10/26 - continue set up
7/11/26 – Vendor set up in morning, followed by event
7/12/26 – Tear down and clean up

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

- ☐ Festival
- ☐ Bike Ride
- ☐ Walk/Fun Run
- ☐ Concert/Performance
- ☒ Other
- ☐ Block Party

If Other, please explain: Car Show

Please provide a description of your event:

We will be putting on a car show in our parking lot. It will consist of food trucks, vendors, cars, an entertainment tent with live music/entertainment. The entire show will take place in the front parking lot on the east half of the lot as shown in the attached layout. There will be a company bringing a portable Dynograph, which shows the power and torque of a vehicle through the full rev range at full throttle. It will often show a before and after graph, overlaid on the same sheet to make the differences clear, with peak power and sometimes peak torque figures. This will take place in our parking lot as it has since 2023.
There will be a burnout pit in the parking lot as well. It will be contained within the parking lot with the use of barricades. This is on a concrete pad that was created specifically for this portion of the event as to not damage the parking lot. This will occur for a short period of time during the event.

Event Features

Amplified Sound (Required):
(Select only one option)
Any amplified sound in a city park is subject to the City of Bemidji Noise Ordinance.

- ☒ No
- ☐ Yes

List type of amplified sound: Sound speakers for music and announcements, Vehicle noise from Dyno/Burnout Pit

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: Lakeshore Dr NE intersection with Paul Bunyan Dr S; Central Ave NE intersection with 1st st E

☐ No Grant Ave NE intersection with 1st St E, 1st st E intersection with Paul Bunyan Dr S See map attached

- 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:

1 - Approximately 60' x 120' - Entertainment and live music tent
4 - 10' x 10' pop up tents for registration and portable bars

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 The Sanford Center

☐ 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: 8

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: 75

Number of Barricades Requested: 30

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: 26

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

Bike Racks Requested: 3

Event Logistics

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

Portable Restrooms

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

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

Company & Number of portable restrooms: Bob's Econo Pump

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: _____

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

Between _____ *&/To* _____

Start Time of Street Closure: _____

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

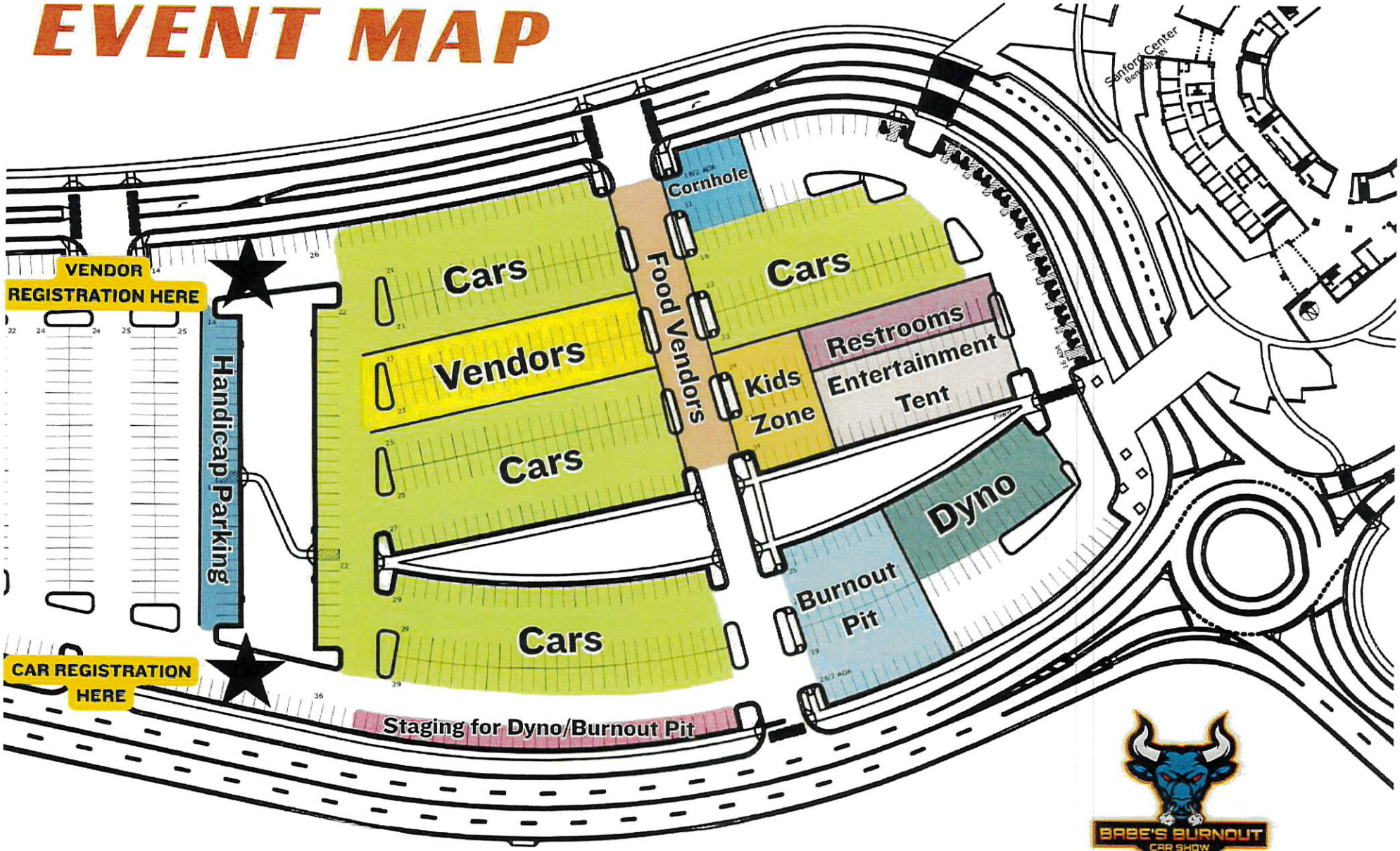
Applicant Signature

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: _____

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

EVENT MAP



BABE'S BURNOUT CAR SHOW


Search Google Maps
Restaurants
Hotels
Things to do
Museums
Transit
Pharmacies
ATMs
South Shore Pier
Nymore Beach
Evolve Creative
Green Mill Restaurant & Bar
DoubleTree by Hilton Hotel Bemidji
South Shore Beach
South Shore Beach Park
Paul Bunyan Trail
Country Inn & Suites by Radisson, Bemidji, MN
Sanford Center
Recently viewed
Lake Shore Dr NE
Event Center Dr NE
Connect St SW
QDOBA Mexican Eats
Build Your Own Taco
Paul Bunyan State Trail
Central Ave NE
Grant Ave NE
NORTHWEST MINNESOTA...
Lakeland PBS
Old Paul Bunyan State Trail
1st St E
Gennell Ave SW
Wood Ave SE
Roger's Two Way Radio
Pershing Ave SE
Keith's Pizza
The Garden Grill & Pub
Central Auto Body
2nd St SE
Corner Bar
Nymore Arena
Scott Ave SE
Starbucks Coffee Company
Starbucks Spring Menu
Map
Terrain
Traffic
Transit
Biking
More
Google Maps

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Special Event Permit for Watermark Art Festival (July 18-19)
Prepared By: Michelle Miller, City Clerk

Background:
Watermark Art Center has submitted an application for its annual Watermark Art Festival, taking place July 18-19. Staff have reviewed the application and have no issues with the event.

Recommendation:
Approve Special Event Permit for Watermark Art Festival (July 18-19).

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.

FEB 1 2026

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): Watermark Art Center

Address: 505 Bemidji Ave N

Event Contact Name (Required): Lori Forshee-Donnay
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 766-4415

Event Contact Email (Required): [redacted]

Event Contact Name #2 (Required): Leah Grunzke

Contact #2 Phone (Required): (406) 493-0544

Event Information

Event Name: Watermark Art Festival

Event Date(s): July 18-19, 2026

Location Requested:

- ☐ Nymore Park
- ☐ Cameron Park
- ☐ City Park
- ☒ Paul Bunyan Park XXXXXXXXXX
- ☒ Library Park
- ☐ Rotary Pavilion
- ☐ Roger Lehmann Park
- ☐ City Paved Trail (lakeshore/east west Trail)
- ☒ City Streets
- ☐ City Parking Lot
- ☐ Other

If Other, please explain: _____

Special Event Application

Event Time: Start: 10am End: 7/18 5pm, 7/19 4pm

Set-up Time: July 16-17

Clean-up Time: July 19, 4-7pm

Expected Daily Attendance: 5000

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

- [x] Festival
- [ ] Bike Ride
- [ ] Walk/Fun Run
- [ ] Concert/Performance
- [ ] Other
- [ ] Block Party

If Other, please explain: _____

Please provide a description of your event:

Annual art festival hosted in downtown Bemidji by Watermark Art Center. This 2-day festival features live small ensemble music performances, food, hands-on family art activities and artist demonstrations on the grounds of Watermark, and ~100 artists in Library Park selling fine art and craft

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
- [x] Yes

List type of amplified sound: One speaker for acoustic music

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.

- [x] 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:

Approx 90, 10'x10' tents in Library Park

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: Food vendors will not be in the park

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: 25

Number of Barricades Requested: 0

Picnic Tables, Benches, and Event Bike Racks

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

Number of picnic tables requested: 0 - pls leave tables in the park

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

Bike Racks Requested: 0

Event Logistics

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

Portable Restrooms

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

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

Company & Number of portable restrooms: Portable John; 9 reg, handi, 2 wash stn; On WAC property - 6 reg, 1 handi, 2 wash stn

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? [illegible] signs to mark loading zone

Date(s) of requested street closure: July [illegible] 17-19

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

6TH ST NE (north of Library Park

Between [illegible] *&To* [illegible]

Start Time of Street Closure: 6:00 a.m. (7/17)

End Time of Street Closure: 3:00 p.m. (7/19

Number of *No Parking* Signs Requested: 6

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

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

Vehicle Policy

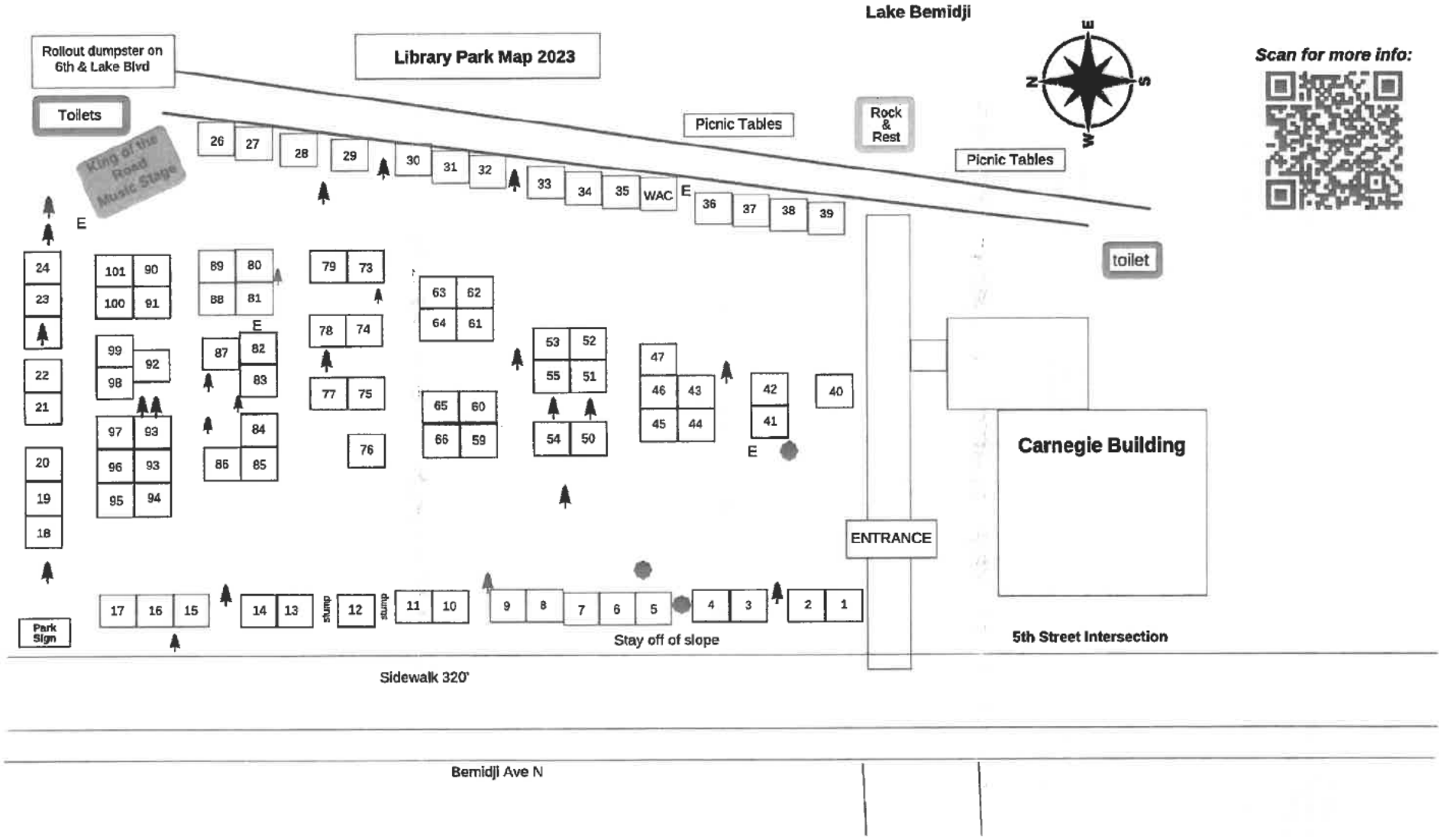
Vehicles will be restricted to designated route in order to ensure public safety and to preserve the turf of the park. Sidewalks, trails, and pedestrian routes are not built to withstand vehicle traffic. Once the set-up is complete vehicles will be required to park in the parking lot. Violation of this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

Applicant Signature

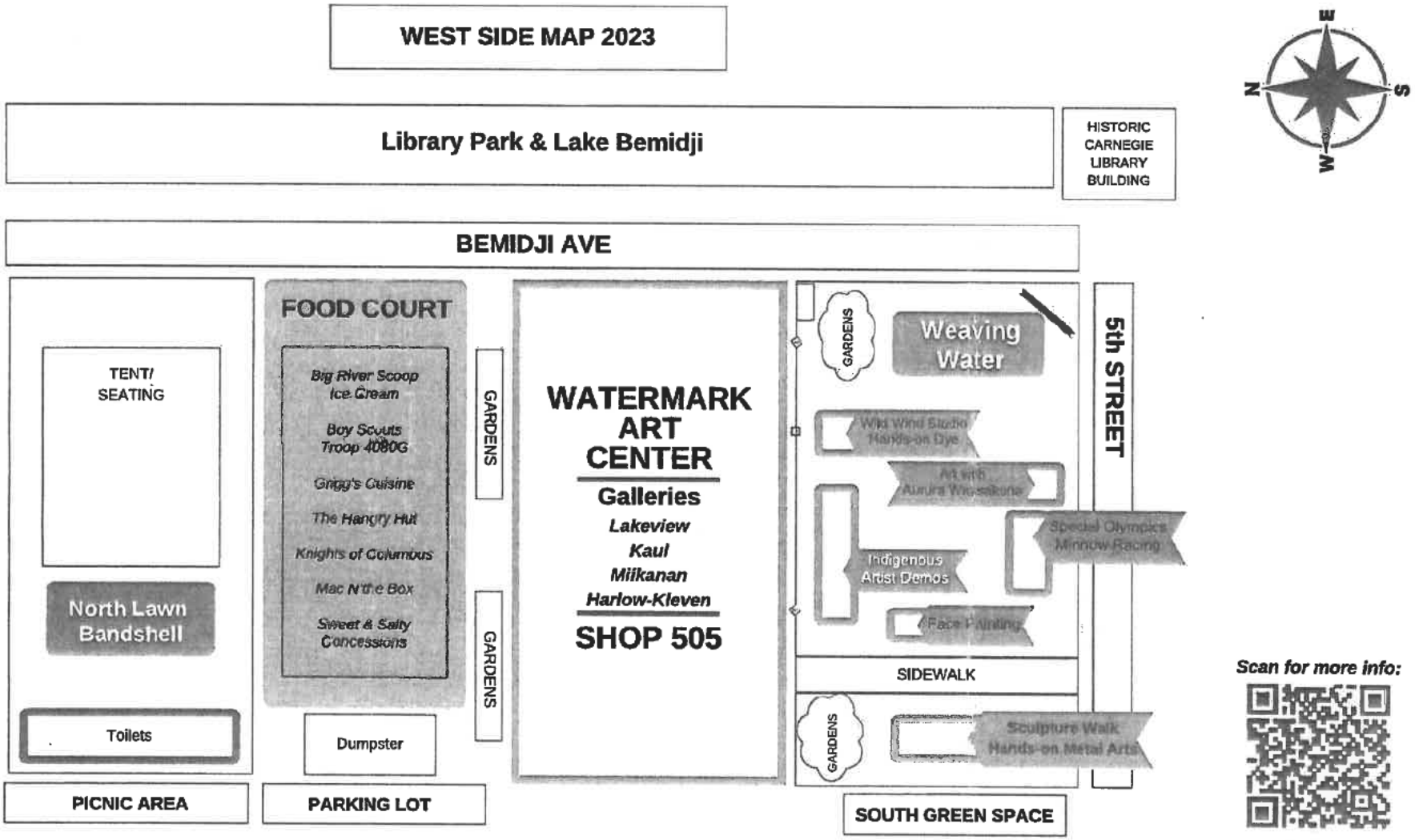
I agree to abide by the event guidelines and attest that all of the information in this application is correct. I, the undersigned, do hereby accept responsibility for compliance with the above policies and guidelines and for payment of all fees. I hereby agree to comply with all rules and ordinances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

Signature: _____

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


Lake Bemidji
Rollout dumpster on 6th & Lake Blvd
Library Park Map 2023
Toilets
Picnic Tables
Rock & Rest
Picnic Tables
Scan for more info:
King of the Road Music Stage
toilet
Carnegie Building
ENTRANCE
Park Sign
Stay off of slope
5th Street Intersection
Sidewalk 320'
Bemidji Ave N

WEST SIDE MAP 2023



Scan for more info:



Library Park

2/5/2026

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Special Event Permit for Indigenous Day Celebration (October 12)
Prepared By: Michelle Miller, City Clerk

Background:
The Endazhi-Onjii-Anishinaabewiyang have submitted an application for an Indigenous Day Celebration for October 12, 2026. Staff have no issues with the request.

Recommendation:
Approve Special Event Permit for Indigenous Day Celebration (October 12).

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): Endazhi-Onjii-Anishinaabewiyang

Address: 21060 Birchmont Beach Road NE, Bemidji MN 56601

Event Contact Name (Required): Nancy Beaulieu
This person is the primary contact and must be able to coordinate with other members of the event

Cell Phone (Required): (218) 368-5483

Event Contact Email (Required): [redacted]

Event Contact Name #2 (Required): Justin Keezer

Contact #2 Phone (Required): (218) 401-2194

Event Information

Event Name: Indigenous Day Celebration

Event Date(s): Oct 12, 2026

Location Requested:

- ☐ Nymore Park
- ☐ Cameron Park
- ☐ City Park
- ☒ Paul Bunyan Park Plaza/Pavilion
- ☒ Library Park
- ☒ Rotary Pavilion
- ☐ Roger Lehmann Park
- ☐ City Paved Trail (lakeshore/east west Trail)
- ☐ City Streets
- ☐ City Parking Lot
- ☐ Other

If Other, please explain: _____

Special Event Application

Event Time: Start: 10:00am End: 8:00

Set-up Time: 10:00am

Clean-up Time: 7:00pm

Expected Daily Attendance: 200-300

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

- ☐ Festival
- ☐ Bike Ride
- ☐ Walk/Fun Run
- ☐ Concert/Performance
- ■ Other
- ☐ Block Party

If Other, please explain: Indigenous Day Celebration/showcase

Please provide a description of your event:

Mini pow-wow, local music artist as well. Information sharing/tabling and food/native art vendors. A day of showcasing the Anishinaabeg, sharing our beautiful culture with others.

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: Musical performances and pow-wow drums

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: City Park Lawn

☐ 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:

One tent, depending on forecasted weather. Tent 30'x 60'

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: 4

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

Bike Racks Requested: 0

Event Logistics

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

Portable Restrooms

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

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

Company & Number of portable restrooms: Porta John's, 2 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: _____

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.

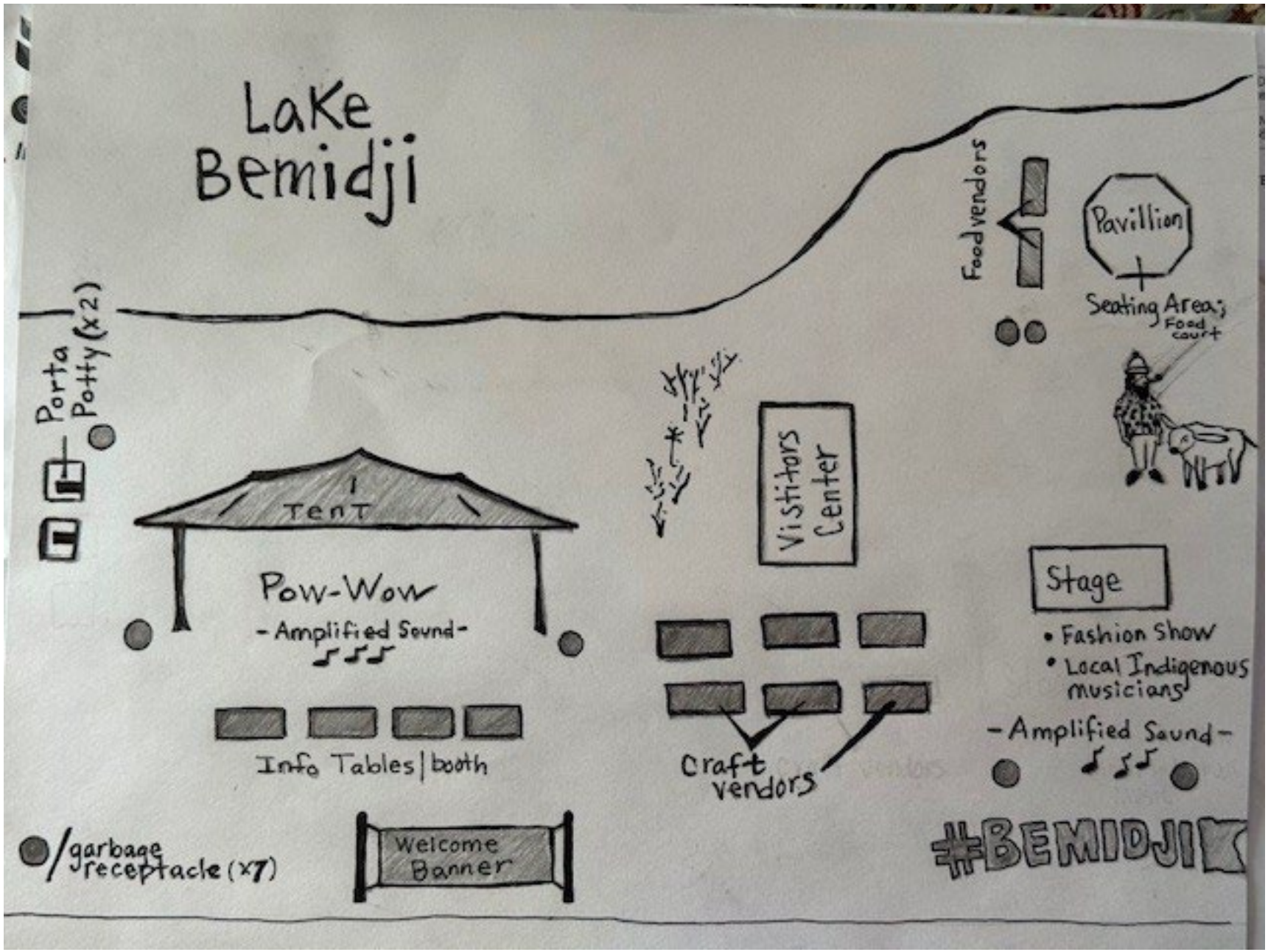
Special Event Application

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: _____

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


Lake Bemidji
Food vendors
Pavillion
Seating Area; Food court
Porta Potty (x2)
Tent
Pow-Wow
- Amplified Sound -
Visitors Center
Stage
• Fashion Show
• Local Indigenous musicians
- Amplified Sound -
Info Tables | booth
Craft vendors
garbage receptacle (x7)
Welcome Banner
#BEMIDJI



Lake Front Area

2/5/2026



Bemidji
First City On The Mississippi

Paul Bunyan Park

2/5/2026

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Appointments to Community and Police Advisory Board
Prepared By: Michelle Miller, City Clerk

Background:
There are currently three vacancies on the Community and Police Advisory Board. The time for accepting applications is open until all vacancies are filled. We received two applications.

After a screening, interview and background process, members of the interview panel board are ready to recommend Isabella Schaefer and Clinton Holthus to the Community and Police Advisory Board.

Recommendation:
Approve Appointment of Clinton Holthus to the Community and Police Advisory Board with a term ending December 31, 2026 and Isabella Schaefer to the Community and Police Advisory Board with term ending December 31, 2027.

317 4th Street NW | Bemidji, MN 56601 | 218.759.3570 | www.ci.bemidji.mn.us

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: Clinton Larry Holthus **Date:** 2/4/2026

Home Address: [redacted]

Phone (C): [redacted] **Phone (H):**

Email Address: [redacted]

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

- [ ] City Library Board
- [ ] Merit Hearing Board
- [ ] Parks & Trails Commission
- [ ] City Planning & Zoning Commission
- [ ] South Shore Design Review Committee
- [ ] Sanford Center Advisory Board
- [x] Community and Police Advisory Board
- [ ] Heritage Preservation Commission
- [ ] Housing & Redevelopment Authority
- [ ] Housing Appeals Board
- [ ] Public Arts Commission
- [ ] City Charter Commission
- [ ] Sustainability Commission
- [ ] Other

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

I Feel it is important to contribute to the community and this being on this board would be a great way for me to do just that. I think my skills in problem solving and law enforcement background would complement this position greatly.

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):

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

I have an Associate of Applied Science degree in Law Enforcement from Alex Tech, and I passed the Post test.

I worked as a Process Engineer for Computype for eight years. I utilized my leadership skills and drive to optimize their work force. I did this with in-depth research on machines, and time spent with employees to make the company more efficient.

I worked for Brown Printing Co. for twenty-three years. Here I held many positions, starting with entry level material handling. I worked my way up to a Lead where I used Lean Practices to make the press room more efficient. As a lead I was charged with overseeing three shifts nearly one hundred and fifty people, getting everyone on the same page to work together. In my twenty-three years at Brown Printing, I only missed two days.

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

I am retired and can make myself available for anything that is needed of me.

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

Name	Address	Phone
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

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.

317 4th Street NW | Bemidji, MN 56601 | 218.759.3570 | www.ci.bemidji.mn.us

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: Isabella K. Schaefer **Date:** 11/29/2023

Home Address: [redacted]

Phone (C): [redacted] **Phone (H):** NA

Email Address: [redacted]

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

- [ ] City Library Board
- [ ] Merit Hearing Board
- [ ] Parks & Recreation Commission
- [ ] City Planning Commission
- [ ] South Shore Design Review Committee
- [ ] Sanford Center Advisory Board
- [x] Community and Police Advisory Board
- [ ] Heritage Preservation Commission
- [ ] Housing & Redevelopment Authority
- [ ] Housing Appeals Board
- [ ] Public Arts Commission
- [ ] City Charter Commission
- [ ] Sustainability Commission

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

As a third year resident of Bemidji, I have grown to call Bemidji my home for both myself and my family which has led me to become interested in helping my community thrive. As a professional in the community, I have made it my career and passion to help the people of Bemidji and the surrounding areas live lives they can be proud of. Serving on this board would be another way I can give back to my community in a way both my family and the individuals I serve would benefit.

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 am currently a licensed alcohol and drug counselor at North Homes Children and Family Services where I engage in numerous settings including the Beltrami County Drug and DUI Court treatment teams. As a member of the professional panel, I represent my profession and agency by providing feedback to both respective Judge's as well as the other legal bodies on the team. Part of my duty as a professional on the panel is to represent the well being of the participants of the court, whom are often my clients, while still taking into consideration the safety of the citizens of Bemidji, Beltrami County, and surrounding areas. My ability to be collaborative and neutral is also in part credited to my background as a qualified court neutral in which I have successfully mediated numerous disputes in both family and civil court disputes.

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

I currently hold a bachelor's in Community Counseling and Psychology which has given me the ability to work with ages 0 to 99+ in multiple different milieus. In having this knowledge, I am often able to remove myself from a situation, see things from a broader viewpoint, and use a balance of logic and emotions when making decisions and giving feedback. Additionally, as a resident of Nymore, I feel I have gained ample experience in collaborating with law enforcement.

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

I am able to commit to any and all duties, within reason, at this time.

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

Name	Address	Phone
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

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.

Incomplete applications will not be considered.

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Authorize Publication of Public Hearing and Schedule Public Hearing for May 4, 2026
Prepared By: Michelle Miller, City Clerk

Background:
The Charter Commission, at their March 18, 2026 meeting, voted in favor to move forward with a charter amendment by ordinance for Chapter 6, Administration of City Affairs by amending Section 6.01 "The City Manager" and Section 6.02 "Powers and Duties of the City Manager.

Pursuant to Minnesota Statutes, Section 410.12, Subd. 7 – Upon recommendation of the charter commission the city council may enact a charter amendment by ordinance. Within one month of receiving a recommendation to amend the charter by ordinance, the city must publish notice of a public hearing on the proposal and the notice must contain the text of the proposed amendment. The city council must hold the public hearing on the proposed charter amendment at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance.

The proposed timeline is as follows:
- Publish notice of public hearing(s): April 15, 2026
- Public Hearing: May 4, 2026
- Council Vote: Within one month of the public hearing

Recommendation:
Authorize Publication of Public Hearing and Schedule Public Hearing for May 4, 2026

CITY OF BEMIDJI
ORDINANCE NO. , 3RD SERIES

AN ORDINANCE AMENDING THE CITY OF BEMIDJI COUNCIL-MANAGER CHARTER AMENDING CHAPTER 6 (ADMINISTRATION OF CITY AFFAIRS)

THE CITY OF BEMIDJI DOES ORDAIN:

SECTION 1. The City of Bemidji Council-Manager Charter, Chapter 6 entitled "Administration of City Affairs", is hereby amended to read as follows:

CHAPTER 6
ADMINISTRATION OF CITY AFFAIRS

Section 6.01. THE CITY MANAGER. The manager shall be the chief administrative officer of the city. ~~He/She shall be~~ **The manager shall be** chosen by the council solely on the basis of ~~his/her~~ **the manager's** training, experience, executive and administrative qualifications. The manager need not be a resident of the city. The city council shall appoint the manager ~~for an indefinite term~~ and may remove ~~him~~ **the manager** at any time by a majority vote of its members. At least thirty days before such removal becomes effective the council shall by majority vote of its members adopt a preliminary resolution stating the reason(s) for removal. If the manager has served for one year, ~~he/she~~ **the manager** may request, prior to the effective date of ~~his/her~~ **the manager's** removal, a public hearing, which shall be held during a regularly scheduled council meeting not later than thirty days after the filing of such request. After such hearing, if one is requested, the council by majority vote of its members may either reinstate the manager or may adopt a final resolution of removal. By the preliminary resolution the council may suspend the manager from duty and shall pay any remaining balance due of ~~his/her~~ **the manager's** salary and benefits for the month.

SECTION 2. This ordinance shall become effective ninety (90) days after its passage and publication according to law.

Yeas:
Nays:
Absent:

Public Hearing:
Adoption:

Attest:

Michelle R. Miller, City Clerk

Approved:

Jorge S. Prince, Mayor

CITY OF BEMIDJI
ORDINANCE NO. , 3RD SERIES

AN ORDINANCE AMENDING THE CITY OF BEMIDJI COUNCIL-MANAGER CHARTER AMENDING CHAPTER 6 (ADMINISTRATION OF CITY AFFAIRS)

THE CITY OF BEMIDJI DOES ORDAIN:

SECTION 1. The City of Bemidji Council-Manager Charter, Chapter 6 entitled "Administration of City Affairs", is hereby amended to read as follows:

CHAPTER 6
ADMINISTRATION OF CITY AFFAIRS

Section 6.02 POWERS AND DUTIES OF THE CITY MANAGER. The manager shall be responsible to the council for the administration of the city's affairs. The manager~~He/She~~ shall have the powers and duties set forth in the following subdivisions:

Subd. 1. The manager shall see that this Charter and the laws, ordinances, and resolutions of the city are enforced.

Subd. 2. The manager shall appoint and may suspend and remove, upon the basis of merit and fitness and subject to applicable personnel rules, the city clerk, all heads of departments, and all subordinate officers and employees except for personnel who are governed by appropriate civil service commissions and/or other relevant boards as provided by statute.

Subd. 3. The manager shall direct and supervise all departments, officers, and agencies of the city, except as otherwise provided by law or Charter.

Subd. 4. The manager shall attend all meetings of the council and may take part in discussion but not vote; but the council may, in its discretion, exclude the manager from any meeting at which the manager's removal is considered.

Subd. 5. The manager shall recommend to the council for adoption such measures, as they~~he/she~~ deem~~s~~ necessary for the welfare of the people and for the efficient administration of the city's affairs.

Subd. 6. The manager shall keep the council fully advised on the financial condition and needs of the city, and shall prepare and submit to the council the annual budget and capital program.

Subd. 7. The manager shall submit to the council and make available to the public a complete report on the finances and administrative activities of the city at the end of each fiscal year.

Subd. 8. With the approval of the council, the manager may designate a properly qualified person or persons to perform the duties of the manager during their~~his/her~~ absence or disability or while the office is vacant.

Subd. 9. If the manager cannot or will not designate a properly qualified person or persons to perform the duties of the manager during their absence or disability or while the office is vacant, the

council may designate a properly qualified person or persons to perform said duties of the manager during their absence or disability or while the office is vacant with a majority vote of the council required to approve the designation.

SECTION 2. This ordinance shall become effective ninety (90) days after its passage and publication according to law.

Yeas:
Nays:
Absent:

Public Hearing:
Adoption:

Attest:

Michelle R. Miller, City Clerk

Approved:

Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Declaring Surplus Equipment
Prepared By: David Hansen, Street Superintendent

Background:
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 Street Department recommends the following be declared surplus and listed on a MN State approved public auction forum for sale:

- Snow box contingent on council approval of purchase of other Rolloff boxes and truck
- Orange rolling tool chest
- Black and red rolling tool chest
- 4T-3034 Cutting Edges, fourteen total
- Miscellaneous tires

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

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approval of services
Prepared By: Scott Schroeder, Parks & Trails Director

Background:
Following the June 2025 storm, the Parks and Trails Department identified the need for a targeted stump removal project within the downtown area. This effort is intended to improve public safety, address ongoing infrastructure concerns, and prepare select sites for future use and potential redevelopment.

A total of 21 stump locations have been identified throughout downtown. In many cases, the damaged trees have outgrown their planting spaces, with root systems contributing to damage to sidewalks, underground utilities, and nearby building foundations. Each location has been reviewed by City staff, and stump removal has been determined as necessary to prevent further deterioration and support long-term sustainability. Due to underground infrastructure constraints, existing sidewalk conditions, and overall cost considerations, the project will not be replacing the trees.

Communication with affected businesses will remain a priority throughout the project. Advance notice and ongoing updates will be provided to minimize disruption and maintain access during construction activities.

The project is scheduled to begin in late April, contingent on weather conditions. The Streets Department will provide support as work progresses. The scope includes stump grinding, electrical termination, concrete flatwork, curbing, and paver installation. To ensure efficient completion, City staff has coordinated with vendors specializing in each area of work.

Overall, this project represents a practical and measured approach to addressing immediate safety concerns while planning responsibly for the future of the downtown area.

Phase 1	Phase 2	Phase 3
510 Beltrami Ave NW	215 4th St NW	314 3rd St NW
519 Beltrami Ave NW	413 Minnesota Ave NW	202 Minnesota Ave NW
519 Minnesota Ave NW	319 Minnesota Ave NW	128 1st St W
502 Beltrami Ave NW	102 3rd St NW	110 1st St W
505 Bemidji Ave N	104 4th St NW	102 1st St W
423 Beltrami Ave NW	307 3rd St NW	
108 5th St NW		

Staff received one quote to supply concrete flatwork services. Bowman Concrete of Bemidji, MN was the solo bidder.

Vendor	Project Area	Cost
Bowman Concrete	Downtown	$10,000
Jacobson Concrete	Downtown	Did not supply

Recommendation:
It is recommended that the City Council approve Bowman Concrete for concrete/flatwork within the downtown area, at a cost of $10,000.00. This project will be funded by the Parks & Trails maintenance budget.

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve CIP Requests for the Sanford Center
Prepared By: Trevor Johnson, Director of Finance for the Sanford Center

---

Background:
Sanford Center staff are recommending approval for the following purchases:

1. Dinnerware. We recommend purchasing new dishes and eating utensils. Due to upcoming events in the convention center we need additional dinnerware to facilitate our upcoming larger events this season.
    - Zepole - $17,059.56
2. Coffee Urns. We are recommending the purchase of new coffee urns. We need to replace damaged ones as well as have enough equipment for upcoming events.
    - Edward Don & Company - $11,763.46
3. Chair and Table Covers. We are recommending the purchase new table and chair covers to enhance the guest experience of our many planned events in the convention center
    - Edward Don & Company - $16,716.00
4. Pitchers and Plate Covers. We recommend the purchase of new pitchers and plate covers to enhance guest experience as well as ensuring we have adequate equipment for our larger events.
    - Edward Don & Company - $4,265.70
5. Battery and Charger. We recommend the purchase of a new battery and charger for our scissor lift. The old battery is past its useful life and doesn't hold a charge. We are using this as an opportunity to upgrade to lithium that has a longer life.
    - BigBattery.com - $1,961.00

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

Recommendation:
Approve CIP Requests in the amount of $51,765.72 for the Sanford Center paid from Sanford Center CIP budget.

PURCHASE ORDER

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

PURCHASE ORDER NUMBER:
CIP 2026 – 103
To be aquired from accounting department

Accounting signature | Date: / /

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

ORDER DATE	4/7/2026
TERMS	
DATE NEEDED	5/1/2026

VENDOR NAME AND ADDRESS:

Zepole
3339 West St Germain Street Suite 210
St Cloud MN 56301

PHONE	**(320) 260-3894**
E-MAIL	Hoobie@zepole.com
EVENT ID #	
ACCOUNT#	**13380**

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	7	Steelite Homer Lyrica China Plate 6 3/8" Packed 3 dz a case	CIP	$ 246.52	$ 1,725.64
2	8	Steelite Homer Lyrica China Plate 7 1/4" Packed 3 dz a case	CIP	$ 272.76	$ 2,182.08
3	10	Steelite Homer Lyrica China Plate 9" Packed 2 dz a case	CIP	$ 261.95	$ 2,619.50
4	17	Steelite Homer Lyrica China Plate 10 5/8" Packed 1 dz a case	CIP	$ 198.57	$ 3,375.69
5	21	Oneida New Rim II Table Fork-European 8 1/4" Packed 1 dz a case	CIP	$ 39.24	$ 824.04
6	30	Oneida New Rim II Table Butter Knife-Spreader 6 3/4" Packed 1 dz a case	CIP	$ 22.89	$ 686.70
7	26	Oneida New Rim II Table Table Knife 9" Packed 1 dz a case	CIP	$ 56.70	$ 1,474.20
8	18	Oneida New Rim II Steak Knife 9 1/4" Packed 1 dz a case	CIP	$ 56.38	$ 1,014.84
9	30	Oneida New Rim II Soup Spoon 6 3/4" Packed 1 dz a case	CIP	$ 31.00	$ 930.00
10	60	Oneida New Rim II Coffee/Teaspoon 6 1/4" Packed 1 dz a case	CIP	$ 24.00	$ 1,440.00
11	13	Oneida New Rim II Salad/Dessert Fork 6 3/8" Packed 1 dz a case	CIP	$ 29.89	$ 388.57
		Sales Tax Rate =	***0.000%***	**SUBTOTAL**	$ 16,661.26
				SHIPPING	$ 398.30
				TAX	$ -
				TOTAL	$ 17,059.56

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

Requested by (Required information for all purchase orders)

Signature	Date	Print/Type Name
	/ /	

Approved by Supervisor (Required information for all purchase orders)

Signature	Date	Print/Type Name
Janine L Johnson	3/25/2026	Janine L. Johnson

General Manager (Required information for all purchase orders)

Signature	Date	Print/Type Name
	3 / 25 / 2026	John Drum

EXPLANATIONS/NOTES:

CIP for replacement china plates and silverware to bring par levels to 750. Need for upcoming large events this year.

ZEPOLE SUPPLY CO.
Restaurant Supplies & Equipment

Quote

03/25/2026

To:
The Sanford Center
ASM Global Arena Management, LLC
1111 Event Center Drive NE
Bemidji, MN 56601
(218) 441-4000

Project:
The Sanford Center - Silverware
ASM Global Arena Management, LLC
1111 Event Center Drive NE
Bemidji, MN 56601

From:
Zepole Rest. Supply Co.
Hoobie Eskuri
3339 West St Germain Street
Suite 210
St Cloud MN. 56301
320-260-3894
hoobie@zepole.com

Customer ID: 13380
Project Code: 138888

Job Reference Number: 18856

NOTE: BASED ON VOLATILITY DUE TO TARIFFS, PRICING IS SUBJECT TO CHANGE AT ANY TIME, DEPENDANT ON MANUFACTURER PRICE INCREASES.

LEAD TIMES GIVEN ARE ONLY ESTIMATES AT THE TIME OF QUOTING AND CAN CHANGE AT ANY TIME BEFORE OR AFTER ORDERS ARE PROCESSED.

Item	Qty	Description	Sell	Sell Total
1	21 dz	**FORK, DINNER EUROPEAN** 1880 Hospitality Model No. B914FDIF Packed 1 dz Oneida® - European Table Fork, 8-1/4", curved border along handle, 18/0 stainless steel, New Rim II™	$39.24	$824.04
			ITEM TOTAL:	**$824.04**
2	30 dz	**BUTTER KNIFE / SPREADER** 1880 Hospitality Model No. B914KSBF Packed 1 dz Oneida® - Butter Spreader, 6-3/4", 1-piece, curved border along handle, 18/0 stainless steel, New Rim II™	$22.89	$686.70
			ITEM TOTAL:	**$686.70**
3	26 dz	**DINNER KNIFE** 1880 Hospitality Model No. B914KDVFWO Packed 1 dz Oneida® - Table Knife, 9", 1-piece, without serration, curved border along handle, 18/0 stainless steel, New Rim II™	$56.70	$1,474.20
			ITEM TOTAL:	**$1,474.20**

Item	Qty	Description	Sell	Sell Total
4	18 dz	**STEAK KNIFE** 1880 Hospitality Model No. B914KSSF Packed 1 dz Oneida® - Steak Knife, 9-1/4", 1-piece, curved border along handle, 18/0 stainless steel, New Rim II™	$56.38	$1,014.84
			ITEM TOTAL:	**$1,014.84**
5	30 dz	**SOUP / BOUILLON SPOON** 1880 Hospitality Model No. B914SRBF Packed 1 dz Oneida® - Soup Spoon, 6-3/4", round bowl, curved border along handle, 18/0 stainless steel, New Rim II™	$31.00	$930.00
			ITEM TOTAL:	**$930.00**
6	60 dz	**COFFEE / TEASPOON** 1880 Hospitality Model No. B914STSF Packed 1 dz Oneida® - Teaspoon, 6-1/4", curved border along handle, 18/0 stainless steel, New Rim II™	$24.00	$1,440.00
			ITEM TOTAL:	**$1,440.00**
7	13 dz	**DESSERT FORK** 1880 Hospitality Model No. B914FSLF Packed 1 dz Oneida® - Salad/Dessert Fork, 6-3/8", curved border along handle, 18/0 stainless steel, New Rim II™	$29.89	$388.57
			ITEM TOTAL:	**$388.57**
8	7 cs	**PLATE, CHINA** Steelite International Model No. HL6041000 Packed 3 dz Plate, 6-3/8", round,Homer, Lyrica (stock item)	$246.52	$1,725.64
			ITEM TOTAL:	**$1,725.64**
9	8 cs	**PLATE, CHINA** Steelite International Model No. HL6051000 Packed 3 dz Plate, 7-1/4", round,Homer, Lyrica (stock item)	$272.76	$2,182.08
			ITEM TOTAL:	**$2,182.08**

Item	Qty	Description	Sell	Sell Total
10	10 cs	**PLATE, CHINA** Steelite International Model No. HL6071000 Packed 2 dz Plate, 9", round,Homer, Lyrica (stock item)	$261.95	$2,619.50
			ITEM TOTAL:	**$2,619.50**
11	17 dz	**PLATE, CHINA** Steelite International Model No. HL6091000 Packed 1 dz Plate, 10-5/8", round,Homer, Lyrica (stock item)	$198.57	$3,375.69
			ITEM TOTAL:	**$3,375.69**

Merchandise	$16,661.26
Freight	$398.30
Total	$17,059.56

The above prices and specifications are hereby accepted by the undersigned. Zepole Supply Co./Fein Brothers reserves the right to adjust this proposal due to any inaccuracies, field conditions, or the customer's request for changes or add-ons. Prices are subject to change at any time due to manufacturer increases. A 3% fee will be assessed per credit card transaction. All authorized returned item(s) are subject to a minimum 25% restocking fee (or dictated by manufacturer return policy), return freight and shipping charges. Product must be new/unused in the original packaging, and final credit will be determined and approved after final inspection of the product. Custom fabricated item(s) are not returnable.

All merchandise remains the property of Zepole Supply Co./Fein Brothers until paid in full. If product is not delivered within 60 days after the initial scheduled delivery date, applicable storage fees will apply. Zepole Supply Co./Fein Brothers are not held responsible for any manufacturer, site, or subcontractor delays.

If stated and/or agreed upon payment terms are not satisfied, a 1.5% finance charge will be assessed per month.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $17,059.56

ONEIDA®

New Rim™ II



18/0 Stainless Steel (B914)

With a heavier gauge and 18/0 stainless steel construction, New Rim II exudes a familiar graceful elegance as its fine dining counterpart. This pattern features a gently curving border and is a beautiful complement for virtually any tabletop.

- 18/0 stainless steel
- Heavy gauge
- Continental sizing and popular design
- American and European décors



Teaspoon, European Size
B914SFTF
5¼" | 13.3 cm | 1 doz



Teaspoon, US Size
B914STSF
6¼" | 15.9 cm | 1 doz



Oval Bowl Soup/Dessert Spoon
B914SDEF
7¼" | 18.4 cm | 1 doz



Bouillon Spoon
B914SBLF
6" | 15.2 cm | 1 doz



Round Bowl Soup Spoon
B914SRBF
6¾" | 17.1 cm | 1 doz



Iced Tea Spoon
B914SITF
7" | 17.8 cm | 1 doz



A.D. Coffee Spoon
B914SADF
4½" | 11.4 cm | 1 doz



Tablespoon/Serving Spoon
B914STBF
8¼" | 21.0 cm | 1 doz



Table Fork, European Size
B914FDIF
8¼" | 21.0 cm | 1 doz



Dinner Fork
B914FDEF
7¼" | 18.4 cm | 1 doz



Salad/Dessert Fork
B914FSLF
6⅞" | 16.2 cm | 1 doz



Oyster/Cocktail Fork
B914FOYF
5¾" | 14.6 cm | 1 doz



Escargot Fork
B914FESF
6¼" | 15.9 cm | 1 doz



Fish Fork
B914FFSF
7" | 17.8 cm | 1 doz



Table Knife, 1-Pc.
B914KDVFWO
9" | 22.9 cm | 1 doz



Dessert Knife, 1-Pc.
B914KDEF
8" | 20.3 cm | 1 doz



Steak Knife, 1-Pc.
B914KSSF
9¼" | 23.5 cm | 1 doz



Butter Knife, 1-Pc.
B914KSBG
7¼" | 18.4 cm | 1 doz



Table Knife, 1-Pc.
T015KDVF
9" | 22.9 cm | 1 doz



Butter Spreader, 1-Pc.
B914KSBF
6¾" | 17.1 cm | 1 doz



Fish Knife, 1-Pc.
B914KFSF
8" | 20.3 cm | 1 doz

18/0 Stainless Steel

Everything but the Food.®

Quote

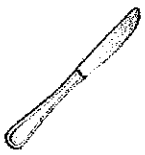
03/24/2026

To:
SANFORD CENTER (d/c 02)
JANINE JOHNSON
1111 EVENT CENTER DR NE
BEMIDJI, MN 56601
218-441-4000
Customer ID: 0001261344_02

Project:
Sanford Center China/Silverware
Job Reference Number: 219097

From:
Edward Don & Company
Tyler Bredow
9801 Adam Don Parkway
Woodridge, IL 60517-8136
612-965-3194

Item	Qty	Description	Sell	Sell Total
1	7 dz	**PLATE, CHINA** Steelite International Packed 3 dz Plate, 6-3/8", round,Homer, Lyrica (stock item)	$274.06	$1,918.42
2	8 dz	**PLATE, CHINA** Steelite International Packed 3 dz Plate, 7-1/4", round,Homer, Lyrica (stock item)	$303.61	$2,428.88
3	10 dz	**PLATE, CHINA** Steelite International Packed 2 dz Plate, 9", round,Homer, Lyrica (stock item)	$291.93	$2,919.30
4	17 dz	**PLATE, CHINA** Steelite International Packed 1 dz Plate, 10-5/8", round,Homer, Lyrica (stock item)	$221.08	$3,758.36
5	21 pk	**FORK, DINNER EUROPEAN** 1880 Hospitality Packed 1 PK Oneida® - European Table Fork, 8-1/4", curved border along handle, 18/0 stainless steel, New Rim II™	$42.03	$882.63
11	26 pk	**DINNER KNIFE**	$60.74	$1,579.24

Item	Qty	Description	Sell	Sell Total
		1880 Hospitality Packed 1 PK Oneida® - Table Knife, 9", 1-piece, without serration, curved border along handle, 18/0 stainless steel, New Rim II™		
6	30 pk	**BUTTER KNIFE / SPREADER** 1880 Hospitality Packed 1 PK Oneida® - Butter Spreader, 6-3/4", 1-piece, curved border along handle, 18/0 stainless steel, New Rim II™	$24.53	$735.90
7	18 pk	**STEAK KNIFE** 1880 Hospitality Packed 1 PK Oneida® - Steak Knife, 9-1/4", 1-piece, curved border along handle, 18/0 stainless steel, New Rim II™	$60.39	$1,087.02
8	30 pk	**SOUP / BOUILLON SPOON** 1880 Hospitality [Stock] Packed 1 PK Oneida® - Soup Spoon, 6-3/4", round bowl, curved border along handle, 18/0 stainless steel, New Rim II™	$33.20	$996.00
9	60 pk	**COFFEE / TEASPOON** 1880 Hospitality [Stock] Packed 1 PK Oneida® - Teaspoon, 6-1/4", curved border along handle, 18/0 stainless steel, New Rim II™	$25.72	$1,543.20
10	13 pk	**DESSERT FORK** 1880 Hospitality Packed 1 PK Oneida® - Salad/Dessert Fork, 6-3/8", curved border along handle, 18/0 stainless steel, New Rim II™	$32.01	$416.13

Subtotal	$18,265.08
Total	$18,265.08

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Initial: _____

This quote is for product only and final billing will include freight, taxes, and any vendor special charges related to this order. Customer specifically acknowledges and accepts such additional charges upon acceptance of this quote. To the extent that these charges are not incorporated into the Customer's purchase order, Customer agrees to accept responsibility notwithstanding any purchase order language to the contrary. ****Pricing valid for 14 days from time of quote; provided, however, that we reserve the right to adjust pricing at any time to reflect the impact of tariffs, duties, or similar governmental charges imposed after the date of this proposal. Any such adjustments will be calculated in good faith to ensure fair allocation of the increased costs. We will provide notice of any such adjustments along with documentation supporting the adjustment.****

Acceptance: _____ Date: _____

Printed Name: _____

You can find the fo
· Quote/Invoic
· Cut Sheet
· Spec Sheet
· Others
DON'T SHOW ME

PERFORMANCE FOODSERVICE

Qu
c

Project:
Sanford Center-10531-
1111 Event Center Drive
218-441-4014
Bemidji, MN 56601

From:
Performance Foodservice - TWC
Jeff Miller
13400 Commerce Blvd.
Rogers, MN 55374-8917
(763) 428-6501

Job Reference Number: 1467

Item	Qty	Description	Sell	Sell Total
1	7 cs	**PLATE, CHINA** Steelite International Model No. HL6041000 Packed 3 dz Plate, 6-3/8", round,Homer, Lyrica (stock item)	$273.92	$1,917.44
			ITEM TOTAL:	**$1,917.44**
2	8 cs	**PLATE, CHINA** Steelite International Model No. HL6051000 Packed 3 dz Plate, 7-1/4", round,Homer, Lyrica (stock item)	$303.08	$2,424.64
			ITEM TOTAL:	**$2,424.64**
3	10 cs	**PLATE, CHINA** Steelite International Model No. HL6071000 Packed 2 dz Plate, 9", round,Homer, Lyrica (stock item)	$291.06	$2,910.60
			ITEM TOTAL:	**$2,910.60**
4	17 cs	**PLATE, CHINA** Steelite International Model No. HL6091000 Packed 1 dz Plate, 10-5/8", round,Homer, Lyrica (stock item)	$220.64	$3,750.88
			ITEM TOTAL:	**$3,750.88**
5	21 dz	**FORK, DINNER EUROPEAN** 1880 Hospitality Model No. B914FDIF Packed 1 dz Oneida® - European Table Fork, 8-1/4", curved border along handle, 18/0 stainless steel, New Rim II™	$45.21	$949.41
			ITEM TOTAL:	**$949.41**
6	30 dz	**BUTTER KNIFE / SPREADER** 1880 Hospitality Model No. B914KSBF Packed 1 dz Oneida® - Butter Spreader, 6-3/4", 1-piece, curved border along handle, 18/0 stainless steel, New Rim II™	$26.38	$791.40
			ITEM TOTAL:	**$791.40**
7	26 dz	**DINNER KNIFE** 1880 Hospitality Model No. B914KDVFWO Packed 1 dz Oneida® - Table Knife, 9", 1-piece, without serration, curved border along handle, 18/0 stainless steel, New Rim II™	$65.34	$1,698.84
			ITEM TOTAL:	**$1,698.84**

Item	Qty	Description	Sell	Sell Total
8	18 dz	**STEAK KNIFE** 1880 Hospitality Model No. B914KSSF Packed 1 dz Oneida® - Steak Knife, 9-1/4", 1-piece, curved border along handle, 18/0 stainless steel, New Rim II™	$64.96	$1,169.28
			ITEM TOTAL:	**$1,169.28**
9	30 dz	**SOUP / BOUILLON SPOON** 1880 Hospitality Model No. B914SRBF Packed 1 dz Oneida® - Soup Spoon, 6-3/4", round bowl, curved border along handle, 18/0 stainless steel, New Rim II™	$35.71	$1,071.30
			ITEM TOTAL:	**$1,071.30**
10	60 dz	**COFFEE / TEASPOON** 1880 Hospitality Model No. B914STSF Packed 1 dz Oneida® - Teaspoon, 6-1/4", curved border along handle, 18/0 stainless steel, New Rim II™	$27.65	$1,659.00
			ITEM TOTAL:	**$1,659.00**
11	13 dz	**DESSERT FORK** 1880 Hospitality Model No. B914FSLF Packed 1 dz Oneida® - Salad/Dessert Fork, 6-3/8", curved border along handle, 18/0 stainless steel, New Rim II™	$34.44	$447.72
			ITEM TOTAL:	**$447.72**
			Merchandise	$18,790.51
			Tax 8%	$1,503.24
			Total	$20,293.75

Freight or installation not included

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $20,293.75

PURCHASE ORDER

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

PURCHASE ORDER NUMBER:
2026- 109
To be aquired from accounting department

Accounting signature | Date: / /

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

ORDER DATE	4/1/2026
TERMS	
DATE NEEDED	5/1/2026

VENDOR NAME AND ADDRESS:

Edward Don & Company
9801 Adam Don Parkway
Woodridge, IL 60517-8136

PHONE	
E-MAIL	TylerBredow@don.com
EVENT ID #	
ACCOUNT#	

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	8	Eastern Tabletop Ballerina Coffee Urns 5 Gallon-Black Finish		$ 864.05	$ 6,912.40
2	6	Eastern Tabletop Ballerina Coffee Urns 3 Gallon-Black Finish		$ 808.51	$ 4,851.06
3				$ -	$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
		Sales Tax Rate =	***0.000%***	**SUBTOTAL**	$ 11,763.46
				SHIPPING	$ -
				TAX	$ -
				TOTAL	$ 11,763.46

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

Requested by (Required information for all purchase orders)

Signature	Date	Print/Type Name
	/ /	Janine L. Johnson

Approved by Supervisor (Required information for all purchase orders)

Signature	Date	Print/Type Name
Janine L Johnson	3/19/2026	Janine L. Johnson

General Manager (Required information for all purchase orders)

Signature	Date	Print/Type Name
	3/23/2026	John Drum

EXPLANATIONS/NOTES:

Replacement Coffee Urns for damaged, old urns. We only have 4 old dented 1.5 gallon urns currently and do not have enough equipement to run the larger events coming up that have 4-6 Beverage stations. Shipping is included in the price.

Everything but the Food.®

Quote

03/19/2026

To:
SANFORD CENTER (d/c 02)
JANINE JOHNSON
1111 EVENT CENTER DR NE
BEMIDJI, MN 56601
218-441-4000
Customer ID: 0001261344_02

Project:
Sanford Center Coffee Urns
Job Reference Number: 217443

From:
Edward Don & Company
Tyler Bredow
9801 Adam Don Parkway
Woodridge, IL 60517-8136
612-965-3194

Item	Qty	Description	Sell	Sell Total
1	6 ea	**COFFEE CHAFER URN**  Eastern Tabletop Model No. 3133MB [Non - Stock] Ballerina Coffee Urn, 3 gallon, bullet style, with tower style lid, sterno holders, 18/10 stainless steel, XYLO black finish with Anti-Microbial 24/7 germ-free surface coating, 5 Star Series (made to order, non-returnable)	$808.51	$4,851.06
2	8 ea	**COFFEE CHAFER URN**  Eastern Tabletop Model No. 3135MB [Non - Stock] Ballerina Coffee Urn, 5 gallon, bullet style, with tower style lid, sterno holders, 18/10 stainless steel, XYLO black finish with Anti-Microbial 24/7 germ-free surface coating, 5 Star Series (made to order, non-returnable)	$864.05	$6,912.40

Subtotal	$11,763.46
Total	$11,763.46

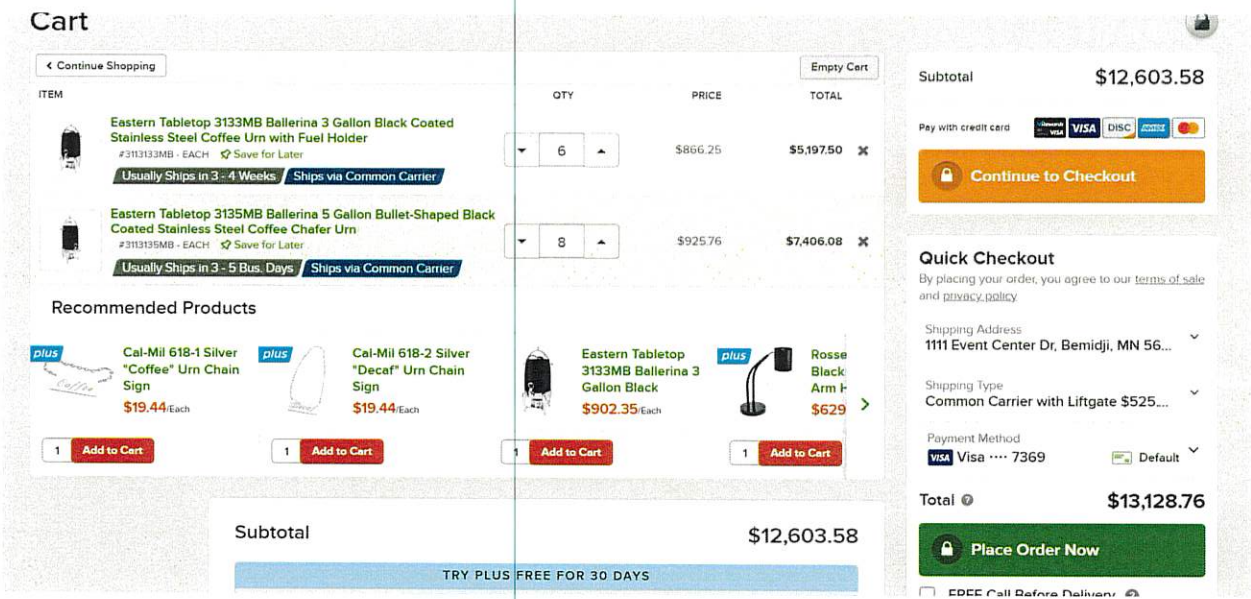
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Initial: _____

Acceptance: _____ Date: _____

Printed Name: _____


Cart
Continue Shopping
Empty Cart
ITEM
QTY
PRICE
TOTAL
Eastern Tabletop 3133MB Ballerina 3 Gallon Black Coated Stainless Steel Coffee Urn with Fuel Holder
#3113133MB - EACH
Save for Later
Usually Ships in 3 - 4 Weeks
Ships via Common Carrier
6
$866.25
$5,197.50
Eastern Tabletop 3135MB Ballerina 5 Gallon Bullet-Shaped Black Coated Stainless Steel Coffee Chafer Urn
#3113135MB - EACH
Save for Later
Usually Ships in 3 - 5 Bus. Days
Ships via Common Carrier
8
$925.76
$7,406.08
Recommended Products
plus
Cal-Mil 618-1 Silver "Coffee" Urn Chain Sign
$19.44/Each
Cal-Mil 618-2 Silver "Decaf" Urn Chain Sign
$19.44/Each
Eastern Tabletop 3133MB Ballerina 3 Gallon Black
$902.35/Each
Add to Cart
Subtotal
$12,603.58
TRY PLUS FREE FOR 30 DAYS
Subtotal
$12,603.58
Pay with credit card
Continue to Checkout
Quick Checkout
By placing your order, you agree to our terms of sale and privacy policy
Shipping Address
1111 Event Center Dr, Bemidji, MN 56...
Shipping Type
Common Carrier with Liftgate $525...
Payment Method
Visa ···· 7369
Default
Total
$13,128.76
Place Order Now

RESTAURANT SUPPLY.com

Express checkout

shop | PayPal | amazon pay | G Pay

OR

Contact

Sign in

Email
jjohnson@thesanfordcenter.com

Email me with news and offers

Apply Tax Exemption

Delivery

Country/Region
United States



Vollrath 4635310 13-1/2 Inch 3 Gallon Canned Heat Coffee Urn with Heavy-gauge Stainless Steel Finish $6,966.30



Vollrath 4635510 5 Gallon Gas Coffee Chafer Urn Heavy-gauge Stainless Steel $11,992.80

Discount code or gift card | Apply

Subtotal · 14 items	$18,959.10
Shipping	$65.00
Estimated taxes	$1,617.06
Total	USD **$20,641.16**

PURCHASE ORDER

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

PURCHASE ORDER NUMBER:

CIP 2026- 102

To be aquired from accounting department

Accounting signature | Date: / /

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

ORDER DATE	4/7/2026
TERMS	30
DATE NEEDED	5/1/2026

VENDOR NAME AND ADDRESS:

Edwared Don
9801 Adam Don Parkway
Woodridge, IL 60517-8136

PHONE	**612-965-3194**
E-MAIL	tylerBredow@don.com
EVENT ID #	
ACCOUNT#	**1265110-02**

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	25	Sculptware Wavy Bottom 8X30 Black	CIP	$ 68.32	$ 1,708.00
2	25	Sculptware Wavy Bottom 8X30 White	CIP	$ 68.32	$ 1,708.00
3	25	Sculptware Wavy Bottom Cocktail 30"White	CIP	$ 39.20	$ 980.00
4	25	Sculptware Wavy Bottom Cocktail 30" Black	CIP	$ 39.20	$ 980.00
5	750	Sculptware Wavy Bottom Chair Covers Black	CIP	$ 15.12	$ 11,340.00
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
		Sales Tax Rate =	***0.000%***	**SUBTOTAL**	$ 16,716.00
				SHIPPING	$ -
				TAX	$ -
				TOTAL	$ 16,716.00

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

Requested by (Required information for all purchase orders)

Signature	Date	Print/Type Name
	/ /	Janine L. Johnson

Approved by Supervisor (Required information for all purchase orders)

Signature	Date	Print/Type Name
Janine L. Johnson	3/26/2026	Janine L. Johnson

General Manager (Required information for all purchase orders)

Signature	Date	Print/Type Name
	3/26/2026	John Drum

EXPLANATIONS/NOTES:

Replacement Spandex linens to replace damaged linens and to cover stained damaged chairs for larger events and weddings.

Everything but the Food.®

Quote

03/26/2026

To:
SANFORD CENTER CAPEX
ACCOUNT (d/c 02)
CITY OF BEMIDJI
1111 EVENT CENTER DR NE
BEMIDJI, MN 56601-3348
Customer ID: 0001265110_02

Project:
SANFORD CENTER *LINENS*
1111 EVENT CENTER DR NE
BEMIDJI, MN 56601
Job Reference Number: 219391

From:
Edward Don & Company
Tyler Bredow
9801 Adam Don Parkway
Woodridge, IL 60517-8136
612-965-3194

Item	Qty	Description	Sell	Sell Total
1	25 ea	**TABLE CLOTH, LINEN** Sculptware [Non - Stock] 8X30 FITTED SPANDEX TOP / WAVY BOTTOM WHITE	$68.32	$1,708.00
2	25 ea	**TABLE CLOTH, LINEN** Sculptware [Non - Stock] 8X30 FITTED SPANDEX TOP / WAVY BOTTOM BLACK	$68.32	$1,708.00
5	25 ea	**TABLE CLOTH, LINEN** Sculptware [Non - Stock] 30 COCKTAIL (42H) FITTED SPANDEX TOP/WAVY BOTTOM WHITE	$39.20	$980.00
6	25 ea	**TABLE CLOTH, LINEN** Sculptware [Non - Stock] 30 COCKTAIL (42H) FITTED SPANDEX TOP/WAVY BOTTOM BLACK	$39.20	$980.00
8	750 ea	**CHAIR COVER** Custom Sculptware Wavy Bottom Chair Covers Black	$15.12	$11,340.00
		Subtotal		$16,716.00
		Total		$16,716.00

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order language to the contrary. ****Pricing valid for 14 days from time of quote; provided, however, that we reserve the right to adjust pricing at any time to reflect the impact of tariffs, duties, or similar governmental charges imposed after the date of this proposal. Any such adjustments will be calculated in good faith to ensure fair allocation of the increased costs. We will provide notice of any such adjustments along with documentation supporting the adjustment.****

Acceptance: _____ Date: _____

Printed Name: _____

ZEPOLE SUPPLY CO.

Restaurant Supplies & Equipment

Quote

03/26/2026

To:
The Sanford Center
ASM Global Arena Management, LLC
1111 Event Center Drive NE
Bemidji, MN 56601
(218) 441-4000

Project:
The Sanford Center - Sculptware

From:
Zepole Rest. Supply Co.
Hoobie Eskuri
3339 West St Germain Street
Suite 210
St Cloud MN. 56301
320-260-3894
hoobie@zepole.com

Customer ID: 13380
Project Code: 22464

Job Reference Number: 18552

NOTE: BASED ON VOLATILITY DUE TO TARIFFS, PRICING IS SUBJECT TO CHANGE AT ANY TIME, DEPENDANT ON MANUFACTURER PRICE INCREASES.

LEAD TIMES GIVEN ARE ONLY ESTIMATES AT THE TIME OF QUOTING AND CAN CHANGE AT ANY TIME BEFORE OR AFTER ORDERS ARE PROCESSED.

Item	Qty	Description	Sell	Sell Total
1	25 ea	**TABLE COVER** Sculptware Model No. 018PBWSAS8X30 Sculptware Wavy Bottom 8X30 Black	$68.81	$1,720.25
			ITEM TOTAL:	**$1,720.25**
2	25 ea	**TABLE COVER** Sculptware Model No. 050PBWSAS8X30 Sculptware Wavy Bottom 8X30 White	$68.81	$1,720.25
			ITEM TOTAL:	**$1,720.25**
3	25 ea	**TABLE COVER** Sculptware Model No. 050HBWSAS30 Sculptware Wavy Bottom Cocktail 30"White	$46.75	$1,168.75
			ITEM TOTAL:	**$1,168.75**
4	25 ea	**TABLE COVER** Sculptware Model No. 018HBWSAS30 Sculptware Wavy Bottom Cocktail 30" Black	$46.81	$1,170.25
			ITEM TOTAL:	**$1,170.25**
5	750 ea	**CHAIR COVER** Sculptware Model No. 018WSCC Sculptware Wavy Bottom Chair Covers Black	$14.85	$11,137.50
			ITEM TOTAL:	**$11,137.50**

Merchandise	$16,917.00
Freight	$1,250.50
Total	$18,167.50

The above prices and specifications are hereby accepted by the undersigned. Zepole Supply Co./Fein Brothers reserves the right to adjust this proposal due to any inaccuracies, field conditions, or the customer's request for changes or add-ons. Prices are subject to change at any time due to manufacturer increases. A 3% fee will be assessed per credit card transaction. All authorized returned item(s) are subject to a minimum 25% restocking fee (or dictated by manufacturer return policy), return freight and shipping charges. Product must be new/unused in the original packaging, and final credit will be determined and approved after final inspection of the product. Custom fabricated item(s) are not returnable.

All merchandise remains the property of Zepole Supply Co./Fein Brothers until paid in full. If product is not delivered within 60 days after the initial scheduled delivery date, applicable storage fees will apply. Zepole Supply Co./Fein Brothers are not held responsible for any manufacturer, site, or subcontractor delays.

If stated and/or agreed upon payment terms are not satisfied, a 1.5% finance charge will be assessed per month.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $18,167.50

PURCHASE ORDER

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

PURCHASE ORDER NUMBER:
CIP 2026- 105
To be aquired from accounting department

Accounting signature | Date: / /

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

ORDER DATE	4/7/2026
TERMS	30
DATE NEEDED	5/1/2026

VENDOR NAME AND ADDRESS:

Edward Don
9801 Adam Don Parkway
Woodridge, IL 60517-8136

PHONE	612-965-3194
E-MAIL	tylerBredow@don.com
EVENT ID #	
ACCOUNT#	

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	48	Pitcher, Metal Service Ideas Model X7025BSV2 64 oz Brushed Stainless Steel	CIP	$ 30.74	$ 1,475.52
2	180	Plate Cover-Cambro Model 1005CW152, inside Dia 10-9/16	CIP	$ 7.41	$ 1,333.80
3	6	Storage/Drying Cart-American Metalcraft Model SCRACK5	CIP	$ 242.73	$ 1,456.38
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
11					$ -
12					$ -
		Sales Tax Rate =	***0.000%***	**SUBTOTAL**	$ 4,265.70
				SHIPPING	$ -
				TAX	$ -
				TOTAL	$ 4,265.70

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

Requested by (Required information for all purchase orders)

Signature	Date	Print/Type Name
	/ /	Janine L. Johnson

Approved by Supervisor (Required information for all purchase orders)

Signature	Date	Print/Type Name
Janine L. Johnson	3/23/2026	Janine L. Johnson

General Manager (Required information for all purchase orders)

Signature	Date	Print/Type Name
	3/23/2026	John Drum

EXPLANATIONS/NOTES:

Replacement Pitchers and Plate covers to be able to handle the large events. Rolling poles to store the plate covers by stacking.

Don Everything but the Food.®

Quote

03/23/2026

To:
SANFORD CENTER (d/c 02)
JANINE JOHNSON
1111 EVENT CENTER DR NE
BEMIDJI, MN 56601
218-441-4000
Customer ID: 0001261344_02

Project:
Sanford Center
Job Reference Number: 219081

From:
Edward Don & Company
Tyler Bredow
9801 Adam Don Parkway
Woodridge, IL 60517-8136
612-965-3194

Item	Qty	Description	Sell	Sell Total
1	48 ea	**PITCHER, METAL** Service Ideas Service Ideas Slim Water Pitcher, 64 oz., 1.9 liter, 6-1/4"dia. x 10-1/8"H, brushed stainless steel	$30.74	$1,475.52
2	180 ea	**PLATE COVER / CLOCHE** Cambro Camwear® Camcover®, inside dia. 10-9/16", outside height 2-13/16", stackable, for heated carts up to 210°F, lightweight polycarbonate, dishwasher safe, clear, NSF, Made in USA	$7.41	$1,333.80
3	6 ea	**STORAGE/DRYING CART** American Metalcraft Rolling Plate Cover Cart, 20" dia. x 40-1/4" high, holds up to 175 covers, 5 casters, steel screw in bar, cast aluminum	$242.73	$1,456.38

Subtotal	$4,265.70
Total	$4,265.70

IMPORTANT NOTICE: Never trust wiring instructions or ACH or other banking information sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions and bank information. These emails are convincing and sophisticated. Always independently confirm wiring instructions and ACH or other banking information in person or via a telephone call to a trusted and verified phone number. Never wire or transfer money without double-checking that the wiring instructions and ACH or other banking information are correct.

This quote is for product only and final billing will include freight, taxes, and any vendor special charges related to this order. Customer specifically acknowledges and accepts such additional charges upon acceptance of this quote. To the extent that these charges are not incorporated into the Customer's purchase order, Customer agrees to accept responsibility notwithstanding any purchase

Shipping is included

Initial: _____

order language to the contrary. ****Pricing valid for 14 days from time of quote; provided, however, that we reserve the right to adjust pricing at any time to reflect the impact of tariffs, duties, or similar governmental charges imposed after the date of this proposal. Any such adjustments will be calculated in good faith to ensure fair allocation of the increased costs. We will provide notice of any such adjustments along with documentation supporting the adjustment.****

Acceptance: _____ Date: _____

Printed Name: _____

ZEPOLE SUPPLY CO.
Restaurant Supplies & Equipment

Quote

03/20/2026

Project:
Sanford Center-Pitchers

From:
Zepole Rest. Supply Co.
Hoobie Eskuri
3339 West St Germain Street
Suite 210
St Cloud MN. 56301
320-260-3894
hoobie@zepole.com

Project Code: 138614

Job Reference Number: 18660

NOTE: BASED ON VOLATILITY DUE TO TARIFFS, PRICING IS SUBJECT TO CHANGE AT ANY TIME, DEPENDANT ON MANUFACTURER PRICE INCREASES.

LEAD TIMES GIVEN ARE ONLY ESTIMATES AT THE TIME OF QUOTING AND CAN CHANGE AT ANY TIME BEFORE OR AFTER ORDERS ARE PROCESSED.

Item	Qty	Description	Sell	Sell Total
1	48 ea	**PITCHER, METAL** Service Ideas Model No. X7025BSV2 Service Ideas Slim Water Pitcher, 64 oz., 1.9 liter, 6-1/4"dia. x 10-1/8"H, brushed stainless steel	$33.55	$1,610.40
			ITEM TOTAL:	**$1,610.40**
3	180 ea	**PLATE COVER / CLOCHE** Cambro Model No. 1005CW152 Packed 12 ea Camwear® Camcover®, inside dia. 10-9/16", outside height 2-13/16", stackable, for heated carts up to 210°F, lightweight polycarbonate, dishwasher safe, clear, NSF, Made in USA	$7.47	$1,344.60
			ITEM TOTAL:	**$1,344.60**
5	6 ea	**STORAGE/DRYING CART** American Metalcraft Model No. SCRACK5 Packed 2 ea Rolling Plate Cover Cart, 20" dia. x 40-1/4" high, holds up to 175 covers, 5 casters, steel screw in bar, cast aluminum	$238.39	$1,430.34
			ITEM TOTAL:	**$1,430.34**

Merchandise	$4,385.34
Freight	$324.24
Total	$4,709.58

The above prices and specifications are hereby accepted by the undersigned. Zepole Supply Co./Fein Brothers reserves the right to adjust this proposal due to any inaccuracies, field conditions, or the customer's request for changes or add-ons. Prices are subject to change at any time due to manufacturer increases. A 3% fee will be assessed per credit card transaction. All authorized returned item(s) are subject to a minimum 25% restocking fee (or dictated by manufacturer return policy), return freight and shipping charges. Product must be new/unused in the original packaging, and final credit will be determined and approved after final inspection of the product. Custom fabricated item(s) are not returnable.

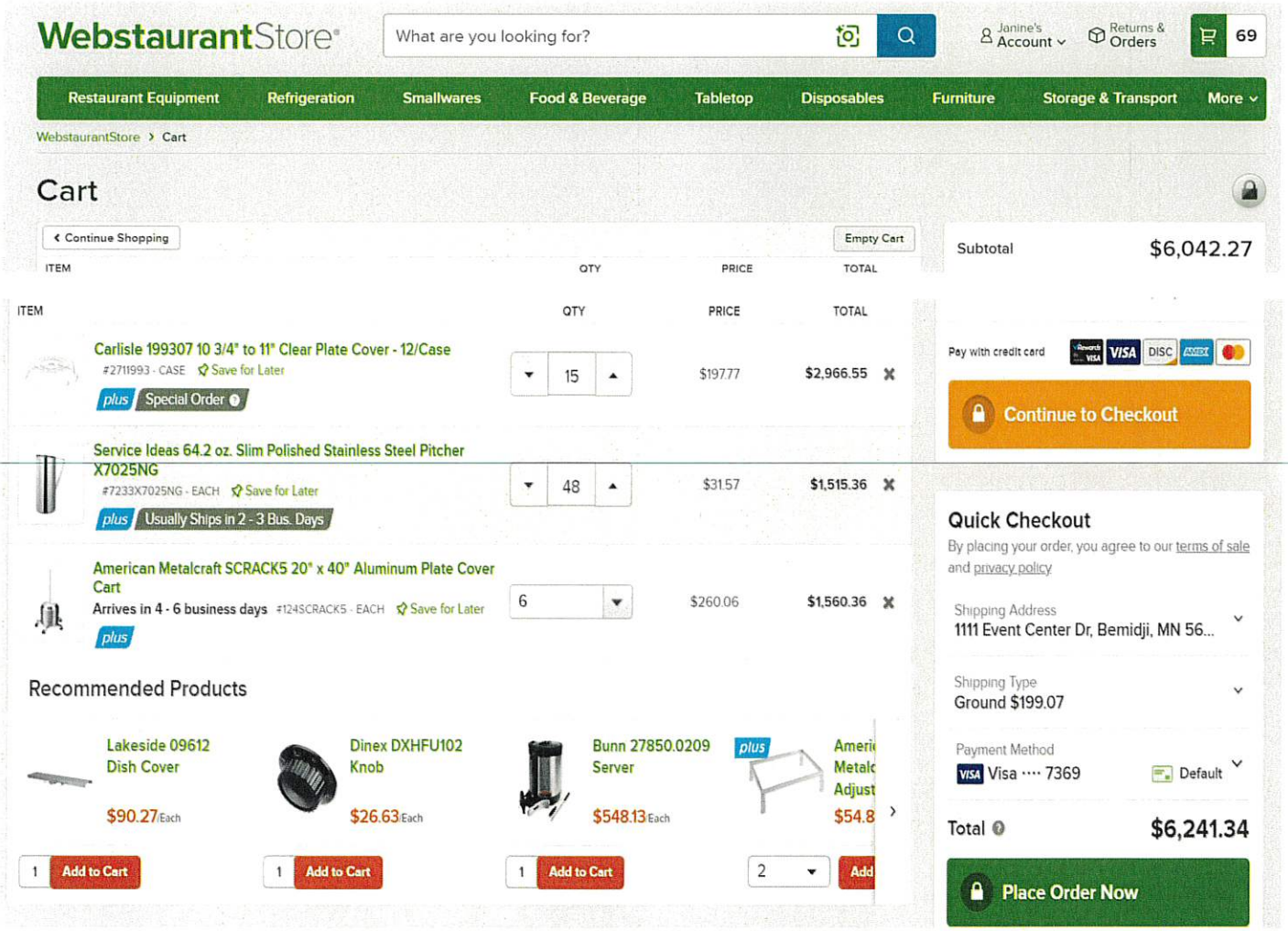
All merchandise remains the property of Zepole Supply Co./Fein Brothers until paid in full. If product is not delivered within 60 days after the initial scheduled delivery date, applicable storage fees will apply. Zepole Supply Co./Fein Brothers are not held responsible for any manufacturer, site, or subcontractor delays.

If stated and/or agreed upon payment terms are not satisfied, a 1.5% finance charge will be assessed per month.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $4,709.58


WebstaurantStore
What are you looking for?
Janine's Account
Returns & Orders
69
Restaurant Equipment
Refrigeration
Smallwares
Food & Beverage
Tabletop
Disposables
Furniture
Storage & Transport
More
WebstaurantStore › Cart
Cart
Continue Shopping
Empty Cart
ITEM
QTY
PRICE
TOTAL
Carlisle 199307 10 3/4" to 11" Clear Plate Cover - 12/Case
#2711993 - CASE
Save for Later
plus
Special Order
15
$197.77
$2,966.55
Service Ideas 64.2 oz. Slim Polished Stainless Steel Pitcher X7025NG
#7233X7025NG - EACH
Save for Later
plus
Usually Ships in 2 - 3 Bus. Days
48
$31.57
$1,515.36
American Metalcraft SCRACK5 20" x 40" Aluminum Plate Cover Cart
Arrives in 4 - 6 business days
#124SCRACK5 - EACH
Save for Later
plus
6
$260.06
$1,560.36
Recommended Products
Lakeside 09612 Dish Cover
$90.27/Each
1
Add to Cart
Dinex DXHFU102 Knob
$26.63/Each
1
Add to Cart
Bunn 27850.0209 Server
$548.13/Each
1
Add to Cart
plus
2
Subtotal
$6,042.27
Pay with credit card
Continue to Checkout
Quick Checkout
By placing your order, you agree to our terms of sale and privacy policy
Shipping Address
1111 Event Center Dr, Bemidji, MN 56...
Shipping Type
Ground $199.07
Payment Method
Visa ···· 7369
Default
Total
$6,241.34
Place Order Now

PURCHASE ORDER

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

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

PURCHASE ORDER NUMBER: 2026 - 106
To be aquired from accounting department

Accounting signature | Date: / /

ORDER DATE	
TERMS	
DATE NEEDED	1/1/2026

VENDOR NAME AND ADDRESS:

BigBattery.com
400 Maple Street
Commerce, Texas 75428

PHONE	818-280-3091 (Paul = 310-704-3539)
E-MAIL	Paul@BigBattery.com
EVENT ID #	
ACCOUNT#	

ITEM #	QTY	DESCRIPTION	ACCOUNTING CODE NUMBER	UNIT PRICE	TOTAL
1	1	K0989 - JLG Scissor Lift Kit - 24V 2X EAGLE 2 KIT Scissor Lift Kit with counter weight - With COM		$ 1,471.00	$ 1,471.00
2	1	PWS051 - 24V 30A Charger (28.8V DC)		$ 290.00	$ 290.00
3				$ -	$ -
4				$ -	$ -
5				$ -	$ -
6				$ -	$ -
7				$ -	$ -
		Sales Tax Rate =	***0.000%***	**SUBTOTAL**	$ 1,761.00
				SHIPPING	$ 200.00
				TAX	$ -
				TOTAL	$ 1,961.00

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

Requested by (Required information for all purchase orders)

Signature	Date	Print/Type Name
Rodney Anderson	3/4/2026	Rodney Anderson

Approved by Supervisor (Required information for all purchase orders)

Signature	Date	Print/Type Name
	/ /	

General Manager (Required information for all purchase orders)

Signature	Date	Print/Type Name
	/ /	

EXPLANATIONS/NOTES:

Batteries for Scissorlift - Lithium Upgrade - Full Kit - Needs Weight for Counterweight Boxes

QUOTE

Quote# QUO-04046

BigBattery LLC
400 Maple Street
Commerce Texas 75428
U.S.A
8182803091
BigBattery.com

Quote Date :	03/04/26
Sales person :	Paul Perlman
Payment Terms :	Prepayment
Delivery Method :	BigBattery Shipping

Bill To
The Sanford Center
1111 Event Center Dr NE
Bemidji
Minnesota 56601
U.S.A.

Ship To
The Sanford Center-Attn:Rodney Anderson
1111 Event Center Dr NE
Bemidji
Minnesota 56601
U.S.A.

#	Item & Description	Qty	Rate	Discount	Amount
1	K0989 JLG Scissor Lift Kit - 24V 2X EAGLE 2 KIT Scissor Lift Kit with counter weight - With COM Constituents.. 1) [CBL080]CBL080 - 1 pcs 2) [MTR107]MTR107 - 1 pcs 3) [CAS058]CAS058 - 2 pcs 4) [CBL081]CBL081 - 1 pcs 5) [FEAGL-24016-G2-0CH]FEAGL-24016-G2-0CH - 2 pcs	1 Set	1,635.00	10.00%	1,471.50
2	PWS051 24V 30A Charger (28.8V DC)	1 pcs	290.00	10.00%	261.00
3	K0144 36V 4X EAGLE 2 KIT Constituents.. 1) [FEAGL-36015-G2]FEAGL-36015-G2 - 4 pcs 2) [MTR107]MTR107 - 1 pcs 3) [CBL080]CBL080 - 3 pcs 4) [CBL081]CBL081 - 3 pcs 5) [PWS052]PWS052 - 1 pcs	1 Set	2,985.00	10.00%	2,686.50
4	Shipping Charge	1	200.00	0.00	200.00
			Sub Total		4,619.00
			Total		**$4,619.00**

Notes

Thank you for your business!

Terms & Conditions

1. Credit Card Payments, are subject to a 1.5% processing fee applied to the subtotal (before taxes).
2. Shipping Charges, will be applied or waived depending on whether the purchase meets the qualifying criteria, which may include order value, destination, or promotional terms.
3. Sales Tax, orders will include applicable sales tax based on the shipping ZIP code. It is the buyer's responsibility to provide valid tax exemption documentation prior to purchase. Without proper documentation, sales tax will be charged accordingly.

PAYMENT INSTRUCTIONS

Ensure that all transfers include your Sales Order Number (or Invoice Number) and Company Name for proper crediting. Please ensure all bank charges are covered by the sender. Payments must be made in USD. Contact our accounts receivable department at AR@bigbattery.com or (818) 280 3091 # 1007 if you have any questions or require assistance with your payment.

ACH Transfer Instructions:

BANK NAME: JPMorgan Chase Bank, N.A
ACCOUNT NAME: Big Battery, LLC
ACCOUNT NO.: 659071529
ACH ROUTING NO.: 111000614
BANK ADDRESS: JP Morgan Chase 270 Park Avenue New York, NY 10017
FACILITY ADDRESS: 400 Maple St., Commerce, TX 75428
REFERENCE: [SO or INV Number, and Company Name]

Wire Transfer Instructions:

BANK NAME: JPMorgan Chase Bank, N.A
ACCOUNT NAME: Big Battery, LLC
ACCOUNT NO.: 659071529
WIRE ROUTING NO.: 021000021
SWIFT CODE: CHASUS33XXX
BANK ADDRESS: JP Morgan Chase 270 Park Avenue New York, NY 10017
FACILITY ADDRESS: 400 Maple St., Commerce, TX 75428
REFERENCE: [SO or INV Number, and Company Name]

BigBattery
Your Source For Power

EAGLE 2

FEAGL-XX016-G2-XXX

FEATURES

- GC2 form factor
- CANbus communications (optional)
- IP67 / NEMA 6 protection rating
- LED State of Charge indicator
- Smart BMS with auto-cell balancing
- Self-heating function

SYSTEM PARAMETERS

Note: Bulk, Absorption, Float, and Equalize are not applicable to lithium batteries but are included here with the correct numbers to input into your charge controller as they are our most commonly requested parameters.

SKU	FEAGL-24016-G2-XXX	FEAGL-48016-G2-XXX
System Voltage	24V	48V
Charge Voltage	29V	58V
Bulk Voltage	29V	58V
Absorption Voltage	29V	58V
Absorption Time	0 minutes	0 minutes
Float Voltage	27.5V	55V
Equalize	Off	Off
Low Voltage Cutoff	24V	48V
High Voltage Cutoff	28.8V	58.8V
Suggested Inverter Low Voltage Setting	25.4V	50.8V

CONTACT US

Phone: (818) 280-3091 **Email:** Sales@BigBattery.com

Hours: Monday - Friday, 9:00 AM - 5:00 PM PST

Address: 21314 Lassen St. Chatsworth, CA 91311



FREQUENTLY ASKED QUESTIONS

How do I connect this battery into my existing system?

These batteries use a standard M8 terminal. This battery can be connected directly to the onboard wiring system. You may also purchase additional cables from BigBattery.

How many times can I put this battery in parallel/series?

These batteries are not series capable but can be connected in parallel up to ten times. Make sure that the total amount of these batteries in your configuration never exceeds ten total batteries. When connecting batteries in parallel, ensure all batteries are within 1 volt of one another.

How long will my battery last, and what do I do at the end of its life?

Lithium iron phosphate (LiFePO4) batteries can be cycled from 3500 - 5000 times. If you cycle the battery daily then you can get more than 10 years of use from your battery. When your battery is at the end of its lifespan, contact us and we'll recycle it for you, free of charge!

BATTERY SPECIFICATIONS



24V



24V



48V

SKU	FEAGL-24016-G2-00H	FEAGL-24016-G2-0CH	FEAGL-48016-G2-0CH
System Voltage	24V	24V	48V
Nominal Voltage	25.6V	25.6V	51.2V
Chemistry	LiFePO4	LiFePO4	LiFePO4
kWh Capacity	1.63 kWh	1.63 kWh	1.63 kWh
Ah Capacity	64	64	32
Charging Voltage Range	27.8V - 29V	27.8V - 29V	55.6V - 58V
Max Charge Voltage	29.2V	29.2V	58.4V
Operating Voltage Range	24V - 28.8V	24V - 28.8V	48V - 58.8V
Suggested Low Voltage Cutoff	24V - 25.4V	24V - 25.4V	48V - 50.8V
BMS Cutoff Range	21V - 23.5V	21V - 23.5V	42V - 47V
Cell Configuration	8S	8S	16S
Max Cont. Discharge Current	100A	100A	60A
Max Continuous Power	2560W	2560W	3072W
Max Discharge Peak Current	200A (Max 5 seconds)	200A (Max 5 seconds)	200A (Max 3 seconds)
Max Charge Current	64A	64A	30A
Charge Temperature Range	-4°F - 131°F (-20°C - 55°C)	-4°F - 131°F (-20°C - 55°C)	-4°F - 131°F (-20°C - 55°C)
Discharge Temperature Range	-4°F - 140°F (-20°C - 60°C)	-4°F - 140°F (-20°C - 60°C)	-4°F - 140°F (-20°C - 60°C)
Optimal Discharge Temp. Range	59°F - 95°F (15°C - 35°C)	59°F - 95°F (15°C - 35°C)	59°F - 95°F (15°C - 35°C)
Storage Temp. Range (SoC >50%)	23°F - 95°F (-5°C - 35°C) (Max 3 months) 32°F - 77°F (0°C - 25°C) (Max 12 months)	23°F - 95°F (-5°C - 35°C) (Max 3 months) 32°F - 77°F (0°C - 25°C) (Max 12 months)	23°F - 95°F (-5°C - 35°C) (Max 3 months) 32°F - 77°F (0°C - 25°C) (Max 12 months)
Dimensions (DxWxH)	7.1 x 10.2 x 10.8 in (180 x 260 x 274 mm)	7.1 x 10.2 x 10.8 in (180 x 260 x 274 mm)	7.1 x 10.2 x 10.8 in (180 x 260 x 274 mm)
Weight	38 lbs (17.2 kg)	38 lbs (17.2 kg)	38 lbs (17.2 kg)
Max Connections	Up to (10) Parallel	Up to (10) Parallel	Up to (10) Parallel
Protection Rating	IP67 / NEMA 6	IP67 / NEMA 6	IP67 / NEMA 6
Communications	No	CANBus	CANBus
Heating Function	Yes	Yes	Yes

Last Revision Date: 1/24/2023

Salt City golf cart
620-694-6512
6914 W Mills Ave, Hutchinson, KS 67501

Quote: Rodney Anderson
111 Event Center Dr
Bemidge, MN 56601
218-360-1973

Quote for 24v Scissor Lift:

<u>24V 2x Eagle 2 Comms scissor Lift Kit</u>
2 × 24V EAGLE 2 - LiFePO4 - 64Ah - 1.63kWh - FEAGL-24016-G2
2 × EAGLE 86Lbs Counterweight - CAS058
1 × EAGLE 2 COMM SOC Meter - MTR107
1 × 4AWG Black Cable with 11 inches Ring to Ring Terminal - CBL080
1 × 4AWG Red Cable with 11 inches Ring to Ring Terminal - CBL081

Shipping	$ 350.00
Subtotal	$ 2,125.00
Out of State Tax	$ 00.00
Grand Total	$ 2,475.00

Quote for 36v Floor Scrubber

<u>36v Eagle2 Kit includes:</u>
2 x 36V EAGLE2 1.63 kWh LiFePO4 Battery with Heater and Comms – FEAGL-36015-G2
1 x EAGLE 2 COMM SOC Meter – MTR107
1 x 4AWG Black Cable with 11 inches Ring to Ring Terminal – CBL080
1 x 4AWG Red Cable with 11 inches Ring to Ring Terminal – CBL081
1 x 36V 25A Charger (43.2V DC) – Ring Terminals – PWS052

Shipping	$ 155.00
Kit	$ 1,780.00
Out of State Tax	$ 00.00
Grand Total	$ 1,935.00

Respectfully submitted
Abner Schmucker

SHOPPING CART

PRODUCT	PRICE	QTY	SUBTOTAL
 **Dakota Lithium 24 Volt, 60 Ah LiFePO4 Deep Cycle Battery** Item #: DLITH-24V60 | Backordered: Available November 15th, 2025 **25.6 Volt / 60 Ah** • Dimensions: 9.05" x 6.85"x 7.87" • Warranty: 11 Year (Factory Direct)	**$1,015.00**	2 Remove Update	**$2,030.00**
Include Dakota 24V 20A Charger	**$249.95**		**$499.90**

ADD CART TO WISHLIST CONTINUE SHOPPING

SUBTOTAL:	$2,529.90
SHIPPING:	ESTIMATE
ESTIMATED TOTAL:	**$2,529.90**

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Purchase of 2027 Kenworth Hook Truck & Roll-off Boxes
Prepared By: David Hansen, Street Superintendent

Background:
The Street Department has $250,000 in the 2026 CIP for a new hook truck and 2 roll-off container boxes to replace an existing 2009 Peterbilt hook truck. The truck and boxes will each have a 30 cubic yard capacity which will be used for downtown snow removal and snow hauling.

The following prices were received from the state contract pricing:
RHIM Kenworth 2027 Model T480: $152,867.26
Trade-in Allowance for 2009 Truck & Box: ($42,000.00)
$110,867.26

Sanitation Products Inc. Hook Assembly & Roll-Off Boxes: $91,157.50

Total Net Cost: $202,024.76

This pricing includes delivery, licensing, and registration fees.

Recommendation:
Authorize the purchase of the 2027 Kenworth Truck from RHIM Kenworth in the amount of $110,867.26 and the purchase of hook assembly and roll-off boxes from Sanitation Products, Inc. for a price of $91,157.50.

RIHM KENWORTH

RIHM KENWORTH
805 Shamrock Lane
Sauk Centre MN 56378
Phone: (320) 352-8540

QUOTE

Date: 03/23/2026
Quote#: DE-14193
Type: Cash
Salesperson: Doug Warren

Bill To: R13495
CITY OF BEMIDJI
1351 5TH ST NW
BEMIDJI MN 56601-2942
P:(218) 333-1858 | F:(218) 333-3724

Ship To:
CITY OF BEMIDJI
1351 5TH ST NW
BEMIDJI, MN 56601-2942

Stock#: Roll Off	VIN:T480 Roll Off New 2027 KENWORTH T480	Price:	$145,291.00
		Total Price	**$145,291.00**
		Admin Fees	$350.00
		Sales Tax	$7,101.26
		Title Fee	$90.00
		License Fee	$15.00
		MN Transit Tax	$20.00
		Total	**$152,867.26**
Trade-In: 2009 PETERBILT	VIN:2NPRLN9X39M780922 Trd Allow: $42,000.00	Trade Net	-$42,000.00
		Ttl Trade Allowance	$42,000.00
		Ttl Trade Equity	**$42,000.00**
			$110,867.26

Thank you for the opportunity to quote out a new 2027 Kenworth! Special pricing is based upon Sourcewell Government Cooperative Contract # 032824-KTC. Pricing is based upon a Q1 build in 2026. FET Exempt paperwork will be needed in order to avoid FET tax on purchase. Final tax and license may change slightly on final invoice. Payment for truck due upon delivery to body company. Thank you! Doug Warren / Rihm Kenworth / 612-860-3052

The vehicle covered by this order is NEW and the written Manufacturer's Warranty delivered to the purchaser with such vehicle shall apply.

Price does not include applicable taxes. Due to potential tariff-related cost increases, pricing on this order is subject to change.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature _____ Date 03/23/2026

Sales Representative _____

Manager _____

SANITATION PRODUCTS INC.

Sanitation Products, Inc.
PO Box 166
Fargo, North Dakota 58107-0166

Proposal

P-000877

Bill To
Bemidji, City of
1351 5th St NW
Bemidji, MN 56601

Proposal Date : Mar 24, 2026
Reference# : Sourcewell #010825-WQI / Member #81584
Delivery / Pick-Up : Delivery

#	Item & Description	Qty	Rate	Amount
1	U5-DPHK-176	1.00 Each	58,201.00	58,201.00
2	Sourcewell Discount - 3%	1.00	-1,746.00	-1,746.00
3	Chassis prep, mounting, & paint	1.00	8,600.00	8,600.00
4	Freight/Shipping	1.00	1,700.00	1,700.00
			Sub Total	66,755.00
			Total	**$66,755.00**

Notes

Quotes are valid for 30 days.
Thank you and we look forward to your business.

SANITATION PRODUCTS INC.

Sanitation Products, Inc.
PO Box 166
Fargo, North Dakota 58107-0166

ESTIMATE

EST-001020

Bill To
Bemidji, City of
1351 5th St NW
Bemidji, MN 56601

Estimate Date : Mar 30, 2026
Expiry Date : Apr 09, 2026
Delivery / Pick-Up : Delivery

#	Item & Description	Qty	Rate	Amount
1	WASTEQUIP 30 CUBIC YARD HEAVY DUTY RECTANGULAR ROLL OFF SLOPE FRONT CONTAINER 20' LONG, 61 3/4 HOOKLIFT UNDERSTRUCTURE, FLOOR : 1/4" WITH 3 " STRUCTURAL CHANNELS ON 18 " CENTERS, STRUCTURAL TUBES : 6" X 2" X 1/4", WALLS : 12 GAUGE WITH SIDE COLUMNS ON 24" CENTERS AND 3" X 4" X 11 GAUGE TOP RAILS. PRIMED AND PAINTED ANY STANDARD COLOR, SPECIAL SIDEWALL OPTION- CUSTOM SIDEWALLS W/ RECESSED HEIGHT CENTER. SPECIAL DOOR OPTION-COMBO TOP HINGE/SIDE SWING DOOR W/ TWIST LOCK SAFETY LATCHES (UP TO 66" DOOR HEIGHT).	1.00	11,648.00	11,648.00
2	Freight/Shipping FREIGHT TO BEMIDJI	1.00	1,300.00	1,300.00
3	SOURCEWELL WASTEQUIP CONTRACT NUMBER 010825-WQI	1.00	-448.00	-448.00
			Sub Total	12,500.00
			Total	**$12,500.00**

Notes

Freight costs will be included on final invoice and may vary from an amount listed on the estimate.
Quotes are valid for 30 days.
Thank you and we look forward to your business.

Terms & Conditions

* If paying with credit card, a convenience fee of 3% will be added on any invoice total over $3,000.00.
* 1-1/2% monthly finance charges will be applied on all past due charges after 30 days.
* Returns will be subject to a 15% re-stocking fee.
* No returns after 30 days.
* Electrical and special order parts can not be returned.

SANITATION PRODUCTS INC.

Sanitation Products, Inc.
PO Box 166
Fargo, North Dakota 58107-0166

ESTIMATE

EST-001019

Bill To
Bemidji, City of
1351 5th St NW
Bemidji, MN 56601

Estimate Date : Mar 30, 2026
Expiry Date : Apr 09, 2026
Delivery / Pick-Up : Delivery

#	Item & Description	Qty	Rate	Amount
1	WASTEQUIP 30 CUBIC YARD HEAVY DUTY RECTANGULAR ROLL OFF SLOPE FRONT CONTAINER 20' LONG, 61 3/4 HOOKLIFT UNDERSTRUCTURE, FLOOR : 1/4" WITH 3 " STRUCTURAL CHANNELS ON 18 " CENTERS, STRUCTURAL TUBES : 6" X 2" X 1/4", WALLS : 12 GAUGE WITH SIDE COLUMNS ON 24" CENTERS AND 3" X 4" X 11 GAUGE TOP RAILS. PRIMED AND PAINTED ANY STANDARD COLOR, SPECIAL DOOR OPTION-COMBO TOP HINGE/SIDE SWING DOOR W/ TWIST LOCK SAFETY LATCHES (UP TO 66" DOOR HEIGHT).	1.00	11,026.60	11,026.60
2	Freight/Shipping FREIGHT TO BEMIDJI	1.00	1,300.00	1,300.00
3	SOURCEWELL WASTEQUIP CONTRACT NUMBER 010825-WQI	1.00	-424.10	-424.10
			Sub Total	11,902.50
			Total	**$11,902.50**

Notes

Freight costs will be included on final invoice and may vary from an amount listed on the estimate.
Quotes are valid for 30 days.
Thank you and we look forward to your business.

Terms & Conditions

* If paying with credit card, a convenience fee of 3% will be added on any invoice total over $3,000.00.
* 1-1/2% monthly finance charges will be applied on all past due charges after 30 days.
* Returns will be subject to a 15% re-stocking fee.
* No returns after 30 days.
* Electrical and special order parts can not be returned.

RIHM KENWORTH

DEAL # DE-14193
CUST # R13495
Stock # Roll Off

TRADE TERMS AND CONDITIONS

Customer Name: CITY OF BEMIDJI

Basic Specs: Trade 1: 2009 PETERBILT 2NPRLN9X39M780922

Anticipated Miles and Trade Value:

	MILES:	VALUE:
Trade 1:	21000	42000.00

Additional Terms:

Trade values will be reduced by **$1,000** per truck for each unit turned in after **30 days** and any trade received after **60 days past anticipated trade date will not be accepted.**

For units exceeding the highest mileage bracket shown above, Rihm Kenworth will reduce trade values by an additional $0.07/mile.

Rihm Kenworth will not accept trucks with non-functioning DPF or aftertreatment systems. Repairs for any issues with these systems will be billed back to the customer.

All trade units will undergo an inspection to determine if the equipment meets Rihm Kenworth Trade Terms, outlined in Schedule A. For units not meeting these stated terms, the customer will be notified of the needed re-conditioning items that need to be corrected.

Unless noted and approved on the Appraisal Agreement, all trades must be received at the time of the sale and meet the terms and conditions described below.

Units will only be accepted after receiving the following documents:

* Signed copy of Appraisal and Trade Term Agreement.	Received	✔
* Copy of title initially	Received	✔
* Original title upon delivery	Received	✔
* Signed Trade Terms & Conditions	Received	✔

In cases where trade units do not meet the terms, descriptions, or expectations of the the Appraisal or this Trade Term Agreement, Rihm Kenworth reserves the right to charge the customer for repairs (parts and labor) necessary to correct or adjust for deficiencies or mis-representation of trucks turned in as trades.

Furthermore, Rihm Kenworth reserves the right to reject any unit that has been misrepresented or not repaired in accordance with acceptable standards of workmanship.

_____ 03/23/2026

Customer Signature Date

RIHM KENWORTH

DEAL # DE-14193

CUST # R13495

TRADE TERMS AND CONDITIONS

Schedule A

RIHM KENWORTH WILL NOT ACCEPT SALVAGE UNITS, GLIDER KITS, or EQUIPMENT WITH ALTERED/NON-WORKING EMISSION SYSTEMS AS TRADES.

APPRAISALS

Trade values will be based on the information provided on the appraisal form. Unless clearly marked "AS IS", trades must meet the terms and conditions noted below.

ENGINE

Engine must be mechanically sound and within the manufacturer's specifications with regard to oil pressure, coolant temperature, and fuel pressure. Engine must have no fluid leaks or cross contamination of fluids.

Batteries, starter, alternator, and other ignition system components must be in sound condition and capable of starting and charging the system under the chassis's own power.

Air conditioning systems must be fully operational and capable of blowing cold air.

FRAME

Frame rails, cross-members, fifth wheel, cab mounts, and suspension components must be free of defects such as cracks, bends, or improper welds and repairs.

EMISSION EQUIPMENT

All OEM emission equipment (DPF, EGR valves and coolers, etc) must be properly installed and in good operational condition. These components will be tested, cleaned, and/or inspected by Rihm technicians and any needed repairs will be charged back to the previous owner.

BRAKES

Brakes must pass DOT inspection. All components must be free of cracks and breaks and with acceptable DOT tolerances.

TIRES

Front tires must be matched and original casings with a minimum of with a minimum of 12/32nds remaining tread. Drive tires must be matched casings, identified as original or re-caps, with no irregular wear and a minimum of 12/32nds remaining tread.

CAB/SLEEPER/BODY

Body damage must not exceed $250.00 per unit. This includes dents, cracks, chips or any other damage to the trucks interior or exterior.

All standard and optional equipment (including instruments, gauges, and accessories must be operational and in good working condition.

DRIVE-TRAIN

Clutch, transmission, drive shafts, and axles must be roadworthy and free of defects including leaks, bends, or cracks. Drive line must be free of noise, vibration, or excessive free-play and wheel seals must be dry.

_____

Customer Signature

03/23/2026

Date

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Approve Contract with Helsem Architects
Prepared By: Justin M. Sherwood - Fire Chief

Background:

The Bemidji Fire Department was awarded Congressional Spending funding to address critical deficiencies at Station 1. The station's dormitory and locker room areas have not been modernized and no longer meet current standards for firefighter health, safety, and privacy.

Outdated living quarters and limited locker room space impact rest, recovery, and overall operational readiness. This funding supports necessary upgrades to create functional, inclusive, and safe facilities, strengthening workforce sustainability and ensuring the department can continue to deliver effective emergency services to the Bemidji community and surrounding region.

As part of this process, the Fire Department is seeking approval to enter into a scope-of-services agreement with Helsem Architects of East Grand Forks, a firm specializing in fire station design and renovation. Their expertise will ensure the project is thoughtfully planned and aligned with the operational needs of a modern fire service.

Recommendation:
Approval is requested for a scope of services contract with Helsem Architects in an amount not to exceed $48,000, to be funded as part of the $450,000 Congressional Spending award.

March 6, 2026

Justin Sherwood
Bemidji Fire Department| CFO, Fire Chief
firechief@ci.bemidji.mn.us

RE: Bemidji Fire Station #1 Renovation Project

Chief Sherwood:

In response to your request, helseM Architects is pleased to submit the following scope of services and fee proposal for the renovation of Bemidji Fire Station #1.

The City of Bemidji plans to renovate select interior areas of Fire Station #1, located at 318 5th Street NW, utilizing USDA funding assistance. The project will create private bunk rooms and new shower facilities within the existing sleeping and locker room areas. Renovations are anticipated to be limited to interior spaces and will not include modifications to the building exterior or structural shell.

SCOPE OF WORK:

1. Architectural Services:
    a. Preparation of design drawings for new bunk rooms, lockers, and shower facilities.
    b. Code review and coordination, including accessibility and ADA compliance evaluation.
    c. Selection and specification of interior finishes including flooring, ceilings, wall tile, doors, lockers, and paint within remodeled areas.
    d. On-site verification of existing conditions.
    e. Preparation of complete Construction Documents and technical specifications suitable for bidding and construction.
    f. Bidding phase support including responses to bidder questions and issuance of addenda as required.
    g. Construction Administration services including submittal review, attendance at Owner/Architect/Contractor meetings, responses to Requests for Information (RFIs), and periodic site visits during construction.
    h. Electronic As-Built Documentation based on contractor-marked drawings at project completion.
    i. One site visit included during design, up to four included during construction. Virtual meetings will otherwise be conducted as required.
    j. Design will consider continued fire department operations during renovation to minimize disruption to emergency services.

2. Mechanical:
    a. Preparation of plumbing, HVAC, hydronic, and fire protection design associated with the interior renovation areas, including coordination with the architectural layout for new bunk rooms, locker areas, and shower facilities.
    b. On-site review of existing mechanical and plumbing systems serving the project areas and verification of accessible existing conditions.
    c. Schematic Design including evaluation of existing system capacity and development of preliminary mechanical system modifications required to support the renovated spaces.
    d. Probable Construction Cost Estimates for mechanical scope at appropriate design milestones.
    e. Design Development including coordination of plumbing fixtures, domestic water distribution, sanitary drainage, ventilation, and heating systems required for new shower facilities and bunk room configuration.
    f. Preparation of Construction Documents (drawings and specifications) for plumbing, HVAC, hydronic, and fire protection systems required within the remodeled areas.
    g. Bidding and Negotiation Services including responses to contractor questions and preparation of mechanical-related clarifications during bidding.
    h. Shop Drawing Review for mechanical equipment, plumbing fixtures, and associated system components.
    i. Construction Administration including responses to Requests for Information (RFIs), coordination with the contractor during installation, and periodic observation of mechanical work during construction.
    j. Electronic As-Built Documentation based on contractor-marked drawings at project completion.
3. Electrical:
    a. Preparation of electrical power, lighting, and special systems design associated with the interior renovation areas.
    b. On-site review of existing electrical systems serving the project areas and verification of accessible existing conditions.
    c. Schematic Design including evaluation of existing electrical service and distribution capacity and development of preliminary power and lighting modifications required for renovated spaces.
    d. Probable Construction Cost Estimates for electrical scope at appropriate design milestones.
    e. Design Development including coordination of lighting layouts, receptacle distribution, lighting controls, and electrical requirements for mechanical equipment.
    f. Preparation of Construction Documents (drawings and specifications) for electrical power distribution, lighting systems, and related infrastructure within the remodeled areas.

g. Electrical Special Systems coordination (excluding fire alarm and Station Alerting System upgrades).
h. Bidding and Negotiation Services including responses to contractor questions and preparation of electrical-related clarifications during bidding.
i. Shop Drawing Review for lighting fixtures, electrical equipment, and related system components.
j. Construction Administration including responses to Requests for Information (RFIs), coordination with the contractor during installation, and periodic observation of electrical work during construction.
k. Electronic As-Built Documentation based on contractor-marked drawings at project completion.

4. USDA Funding Coordination: The Architect will assist the City in meeting typical USDA Rural Development Community Facilities program requirements, including preparation of the Preliminary Architectural Feasibility Report (PAFR), coordination of required documentation, and responses to agency review comments. Specialized grant administration, environmental studies, or financial reporting are excluded unless specifically authorized.

SCHEDULE:

March:	Approval to proceed, project set-up, USDA kick-off meeting, PAFR development
April:	In-person design meeting, existing conditions verification, finalize PAFR
May:	Completion of bid documents, final submission to USDA
June:	Bidding and Plan Review
July-August:	Contractor award and mobilization
February 2027:	Estimated construction completion

COMPENSATION:

Basic design services lump sum fee:

Phase	**Fee**
Design & Construction Documents	$35,000
Bidding & Construction Administration	$13,000
Total Basic Services	**$48,000**

Reimbursable Expenses (printing, travel, delivery, and similar project-related costs) are estimated at $1,500.

Supplemental or Additional Services are defined as services authorized by the Client that are not included within the scope described above. Additional Services shall be compensated as mutually agreed or on an hourly basis in accordance with the attached hourly rate schedule.

Invoices shall be submitted monthly based on the percentage of services completed as of the last day of the billing period. Payment is due within thirty (30) days of the invoice date.

ASSUMPTIONS & EXCLUSIONS

For purposes of defining the Architect's scope of services, the following assumptions apply. If conditions are encountered that differ materially from those described below, Additional Services may be required.

- Design and construction sequencing will consider continued fire department operations during renovation to minimize disruption to emergency services.
- Existing building drawings and information provided to the Architect are assumed to be reasonably accurate. General field measurements will be taken during the initial site visit; significant discrepancies may require additional services to prepare updated base drawings.
- The Architect is not responsible for discovering latent defects or correcting deficiencies in existing construction. Code compliance recommendations are based on applicable codes and information available at the time of design.
- Existing HVAC and electrical systems are assumed to be operational and substantially code compliant. Proposed modifications will comply with the 2018 Minnesota Existing Building Code. Review or validation of prior system design is not included in this scope.
- Work is limited to identified interior renovation areas only.
- The proposed fee assumes project design will commence in Spring 2026, with construction beginning within approximately twelve (12) months of authorization. Extended project delays beyond this timeframe may require adjustment to fees.
- Construction Administration includes periodic site visits appropriate to the progress of construction and does not include continuous on-site observation.
- Concealed conditions, undocumented utilities, or structural modifications required after demolition are not included in Basic Services.
- Existing HVAC and electrical system capacity will be reviewed to the extent visible and accessible; redesign of building systems outside the identified renovation areas is not included in this scope.

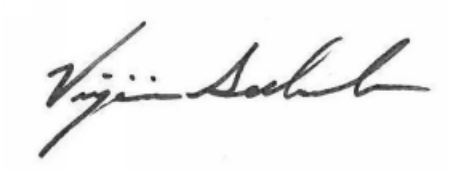
OWNER RESPONSIBILITIES

The following services will be provided directly by the City of Bemidji or others retained by the Owner and made available to the Architect for coordination:

- Hazardous materials investigation and abatement (if required)
- Permit and plan review fees
- Low Voltage, communications, and security system design
- Furniture procurement and installation

Should you have any questions regarding this proposal, please feel free to contact me at ginnie@helsemstudios.com or 952-334-6863. We appreciate the opportunity to continue supporting the City of Bemidji and the Fire Department.

Sincerely,



Ginnie Schneider, AIA, LFA
helseM Architects LLC

_____

Signature of Authorization & Date

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 2026
Action Requested: Consider Resolution Rejecting all Bids Received for the D.A.F. Tank Removal Project - City Project 25-03 Rebid
Prepared By: Samuel C. Anderson, Director of Public Works/City Engineer

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

EAPC was hired to assist with design and advertisement back in 2025. One (1) bid was received in July 2025 that exceeded the engineer's estimate by nearly 3 times the price. Council rejected that bid and staff worked with EAPC to re-design and bid the project again in a more favorable bidding timeframe.

The re-design & advertisement was completed and the following four (4) bids were received:

	Base Bid	Add Alternate #1	Add Alternate #2
Hosier Worldwide	$326,964	$10,000	$53,187
Urban Companies	$369,000	$10,000	$30,000
Rice Lake Construction	$419,200	$6,550	$28,440
Eagle Construction Company Inc. -	$599,099	$6,500	$35,000

Engineer's Estimate	$200,000

The add alternate #1 was to include an epoxy coating on the existing concrete floor and add alternate #2 was to cut and finish the existing concrete surface in the project area. There's $250,000 in the 2026 CIP to cover the engineering design and construction costs of the project and this would exceed that number. Staff are recommending we reject the bids and look at ways to complete the project in a more economical way.

Recommendation:
Staff recommend approving the attached resolution to reject all recieved bids for the D.A.F. Tank Removal Project - City Project 25-03

RESOLUTION NO.

RESOLUTION OF THE BEMIDJI CITY COUNCIL REJECTING ALL BIDS RECEIVED FOR CITY PROJECT 25-03 REBID

WHEREAS, the City of Bemidji ("City"), working through its contractor EAPC Architects Engineers, issued an advertisement for bids (the "Bid Documents") for its D.A.F. Tank Removal and Renovations Project, known as City Project 25-03 Rebid, (the "Project"), on March 2, 2026; and

WHEREAS, the Bid Documents provided that bid proposals would be received by the City until 2:00 p.m. on March 26, 2026 and opened at that same time; and

WHEREAS, the City received and opened four bids received pursuant to the request for bids in the Bid Documents, all of which exceeded the engineering estimate for the cost of the Project; and

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

WHEREAS, the Bid Documents expressly reserved the City's right to reject bids; and

WHEREAS, upon review of the received bids, City staff have recommended the City reject all bids on the Project and consider re-designing the project or other project alternatives given the anticipated costs; and

WHEREAS, an earlier version of this same project, City Project 25-03, previously went out for bids and resulted in the City Council rejecting all bids due to similar cost overruns compared to the available engineers estimate;

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEMIDJI, MINNESOTA THAT the City Council hereby rejects all bids received by the City pursuant to its advertisement for bids for the D.A.F. Tank Removal Project, City Project 25-03 Rebid, which bids were opened by the City on March 26, 2026.

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

Yeas:
Nays:
Absent:

Passed:

ATTEST:

_____
Michelle R. Miller, City Clerk

APPROVED:

_____
Jorge S. Prince, Mayor

RESOLUTION NO.

A RESOLUTION APPROVING TEMPORARY OFF-PREMISES ALCOHOL PERMIT FOR THE BABE'S BURNOUT CAR SHOW

WHEREAS, Sanford Center, hereinafter the "Event Organizers", are holding a Babe's Burnout Car show in the City of Bemidji on July 11, 2026; and

WHEREAS, the Event Organizers have requested that the Eastern Portion of the South Shore Parking Lot located next to the Sanford Center be closed for the purpose of serving and consumption of alcohol; and

WHEREAS, the Event Organizers will provide the City with a Certificate of Liability Insurance naming the City as an "additional insured" for the duration of the special event; and

WHEREAS, the Event Organizers agree to observe all state and local laws relating to the sale of alcoholic beverages; and

WHEREAS, the Event Organizers agree to abide by all city rules and regulations in the use of the designated areas, to clean and restore the areas used to the satisfaction of Street Department staff, and to submit appropriate applications and user and permit fees to the City Clerk; and

NOW, THEREFORE, be it resolved by the Bemidji City Council to authorize the Temporary Off-Premises Liquor Permit to the Sanford Center from 11:00 a.m. to 10:00 p.m. within the designated event area on July 11, 2026.

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

Yeas:
Nays:
Absent:

Passed:

ATTEST:

_____
Michelle R. Miller, City Clerk

APPROVED:

_____
Jorge S. Prince, Mayor

COUNCIL AGENDA ITEM

Meeting Date: **April 6th, 2026**

Action Requested: **Consider Parking Resolution for 5th Street NW – No Parking Resolution**

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

Background:

As part of the upcoming 5th Street NW paved trail project, the section of 5th Street NW between Mississippi Avenue NW and Irvine Avenue NW will be required to be signed for "no parking" on the south side of the street only. This section currently only allows for parking on roughly the first 150 feet off of Mississippi Avenue NW on the south side and that area will be eliminated with proposed curb & gutter revisions as part of the new trail project.

The signage will be installed with the trail project currently planned to begin in July 2026. See attached exhibit for more information on segment location.

Recommendation:

It is recommended that the city council pass a motion to approve the attached resolution for signing a section of 5th Street NW from Mississippi Avenue NW to Irvine Avenue NW for "No Parking" on the south side only.



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

5th Street NW Trail - No Parking (south side)

1:1,128

Date: 4/6/2026

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

Bemidji First City On The Mississippi

RESOLUTION NO.

RESOLUTION RESTRICTING PARKING ON 5TH STREET NW (MISSISSIPPI AVE NW TO IRVINE AVE NW)

WHEREAS, the Bemidji City Council of the City of Bemidji has amended its parking regulations by adding Section 24.142 entitled, “Calendar and Additional Parking Restrictions”; and

WHEREAS, the City Council has legislated calendar parking and other parking restrictions in order to enhance street maintenance and snow removal, as well as to improve public safety by providing better, efficient, and safer access; and

WHEREAS, respecting streets to be improved as part of the 5th Street NW Paved Trail Project and following completion of the improvements, does not provide adequate width for parking on both sides of the street.

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

1. Upon completion of the 5th Street NW Paved Trail Project, parking of motor vehicles shall not be permitted on the south side of 5th Street NW from Mississippi Avenue NW to Irvine Avenue NW

2. Appropriate signage will be erected along the entire street detailing the designation.

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

Yeas:
Nays:
Absent:

Passed:

ATTEST: APPROVED:

_____ _____
Michelle R. Miller, City Clerk Jorge S. Prince, Mayor

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 03/31/2026 - 11:15AM
Warrant Request Date: 4/7/2026
DAC Fund:

Batch: 00406.04.2026

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	VisitBemidji	000000000	34,276.65
		Page Total:	$34,276.65
		Grand Total:	$34,276.65

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 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 Otter Tail Power Company to ensure that electric services provided by Otter Tail Power Company continue for the next 20 years. The previous ordinance, No. 419 2nd Series, was for 20 years as well; this is standard for such utility franchises.

This ordinance has been negotiated with Otter Tail Power Company 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.

This is the final updated utility franchise ordinance for the City Council to consider.

Recommendation:
Conduct Public Hearing

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. _____.

CITY OF BEMIDJI, BELTRAMI COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO OTTER TAIL POWER COMPANY, A MINNESOTA 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 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company.** Otter Tail Power Company, a Minnesota corporation, its successors and assigns.

1.5 **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.

1.6 **Notice**. A written notice served by one party on the other party. Notice to Company shall be mailed to the President of Otter Tail Power Company, 215 South Cascade Street, Fergus Falls, MN 56537. 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.

1.7 **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.

1.8 **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 subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Sections 216B.37 through 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 to the extent applicable comply with the requirements of Minnesota Statutes, Chapter 216D concerning the provision of field locations for its underground facilities.

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 3.3. 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 or the then applicable industry standard.

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 substantive 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 for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance must have a retroactive date no later than the effective date of this Ordinance. The Company shall maintain insurance coverage for at least five (5) years after the termination of this Ordinance. Should insurance coverage end within five (5) years of the termination of this Ordinance, the Company shall be required to purchase extended reporting and/or tail coverage. 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.

To the extent the Company proposes to satisfy any insurance requirement under this Ordinance through self-insurance, such self-insurance shall be subject to the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion. The Company's self-insurance obligations shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. The Company shall remain fully responsible for all retentions, losses, claims, damages, costs, and expenses within the self-insured layer, and the use of self-insurance shall not limit or reduce the Company's indemnification, defense, or liability obligations under this Agreement. The City shall be afforded coverage, defense, and indemnification to the same extent and on the same basis as would have been provided had the Company maintained insurance and named the City as an additional insured under such policy.

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-or-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 tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule setting forth the formula and/or various customer classes from which a franchise fee would be collected if a separate ordinance were

implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its 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 in accordance with the Franchise Fee Ordinance or on the last business day of the month following the period for which the payment is made, whichever occurs first. The franchise fee formula may be changed from time to time, however, each change shall meet the same notice requirements and not occur more often than annually. Such fee shall not exceed any amount that the Company may legally charge to and collect from its customers prior to payment to the City. The time and manner of collecting the franchise fee is subject to the approval of the Commission. 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. 419, 2nd Series, of the City of Bemidji, Minnesota, is hereby repealed as of the effective date of this Ordinance. Ordinance No. 103, 3rd Series, of the City of Bemidji,

Minnesota, shall remain in full force and effect on the effective date of this Ordinance such that there shall be no gap in the collection and payment of the required franchise fees.

Yeas:
Nays:
Absent:

First Reading:
Public Hearing:
Final Reading:

ATTEST:

_____
Michelle R. Miller, City Clerk

APPROVED:

_____
Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM

Meeting Date: April 6, 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 Otter Tail Power Company to ensure that electric services provided by Otter Tail Power Company continue for the next 20 years. The previous ordinance, No. 419 2nd Series, was for 20 years as well; this is standard for such utility franchises.

This ordinance has been negotiated with Otter Tail Power Company 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.

This is the final updated utility franchise ordinance for the City Council to consider.

Recommendation:
Conduct First Reading

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. _____.

CITY OF BEMIDJI, BELTRAMI COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO OTTER TAIL POWER COMPANY, A MINNESOTA 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 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company.** Otter Tail Power Company, a Minnesota corporation, its successors and assigns.

1.5 **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.

1.6 **Notice**. A written notice served by one party on the other party. Notice to Company shall be mailed to the President of Otter Tail Power Company, 215 South Cascade Street, Fergus Falls, MN 56537. 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.

1.7 **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.

1.8 **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 subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Sections 216B.37 through 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 to the extent applicable comply with the requirements of Minnesota Statutes, Chapter 216D concerning the provision of field locations for its underground facilities.

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 3.3. 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 or the then applicable industry standard.

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 substantive 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 for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance must have a retroactive date no later than the effective date of this Ordinance. The Company shall maintain insurance coverage for at least five (5) years after the termination of this Ordinance. Should insurance coverage end within five (5) years of the termination of this Ordinance, the Company shall be required to purchase extended reporting and/or tail coverage. 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.

To the extent the Company proposes to satisfy any insurance requirement under this Ordinance through self-insurance, such self-insurance shall be subject to the prior written approval of the City, which approval may be granted or withheld in the City's sole discretion. The Company's self-insurance obligations shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. The Company shall remain fully responsible for all retentions, losses, claims, damages, costs, and expenses within the self-insured layer, and the use of self-insurance shall not limit or reduce the Company's indemnification, defense, or liability obligations under this Agreement. The City shall be afforded coverage, defense, and indemnification to the same extent and on the same basis as would have been provided had the Company maintained insurance and named the City as an additional insured under such policy.

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-or-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 tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule setting forth the formula and/or various customer classes from which a franchise fee would be collected if a separate ordinance were

implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its 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 in accordance with the Franchise Fee Ordinance or on the last business day of the month following the period for which the payment is made, whichever occurs first. The franchise fee formula may be changed from time to time, however, each change shall meet the same notice requirements and not occur more often than annually. Such fee shall not exceed any amount that the Company may legally charge to and collect from its customers prior to payment to the City. The time and manner of collecting the franchise fee is subject to the approval of the Commission. 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. 419, 2nd Series, of the City of Bemidji, Minnesota, is hereby repealed as of the effective date of this Ordinance. Ordinance No. 103, 3rd Series, of the City of Bemidji,

Minnesota, shall remain in full force and effect on the effective date of this Ordinance such that there shall be no gap in the collection and payment of the required franchise fees.

Yeas:
Nays:
Absent:

First Reading:
Public Hearing:
Final Reading:

ATTEST:

_____
Michelle R. Miller, City Clerk

APPROVED:

_____
Jorge S. Prince, Mayor

COUNCIL AGENDA ITEM

Meeting Date: **April 6th, 2026**

Action Requested: **TH 197 Light Pole Replacement Project – Consider Awarding Bid – City Project 25-06**

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

Background:

Back in April 2025, Council approved a consultant proposal with EAPC to begin the necessary steps to replace the existing decorative light poles along the TH 197 corridor between the Carnegie Library and 1st Street East. Nearing completion of design, the June 21st derecho damaged not only those decorative poles, but additional poles and the design was amended to include all the decorative poles (still remaining) and replacement of additional standard light poles into one comprehensive project.

Bids

A bid opening for the project was held on Thursday, March 26th, 2026 and the following five (5) bids were received:

Bidders	Base Bid
Bessler Electric	$ 410,870.00
Bearded Brothers Electric	$ 475,100.00
PFC Solutions	$ 536,005.00
Eskeli Electric	$ 536,950.00
NW Electric	$ 547,252.00
Engineer's Estimate:	$ 540,000.00

Bessler Electric has worked numerous times with city staff and particularly the TH 197 light poles. Bessler Electric is experienced and capable of handling a project of this size. EAPC's award recommendation letter is attached.

Finances:

In addition to the bid prices that are shown, the total project cost that the city will need to budget for includes construction contingencies, engineering design, construction inspection and construction administration.

A breakdown of the total estimated project cost is listed below:

TH 197 Light Pole Replacement Project

Bessler Electric Contract	$	410,870
Design engineering fees - EAPC:	$	11,500
Construction Contingency (Change Orders)	$	20,000
Const. engineering fees - EAPC	$	8,500
Total Project Budget:	$	450,870

The project includes a combination of items viewed as eligible for state disaster assistance at the 75% State / 25% City split and the remaining is anticipated to be covered by the City's State Aid Construction Account and Construction Reserves, if needed.

State Disaster Assistance Fund	$ 175,000
State Aid Construction Fund	$ 250,000
Construction Reserves	$ 25,870
	$ 450,870

With project approval, poles are anticipated to be delivered in September with installation in October 2026.

Recommendation:

It is recommended that the city council pass a motion awarding the bid for the TH 197 Light Pole Replacement Project - City Project 25-06 to Bessler Electric in the amount of $410,870.00.

March 30, 2026

City of Bemidji Public Works
Attn: Sam Anderson
1351 5th Street NW
Bemidji MN 56601

Subject: Professional Services Proposal

Re: **20251900 TH197 Light Pole Replacement Award Recommendation**

Dear Sam,

For the Bemidji TH197 Light Pole replacement project, the bids received are as follows:

Contractor	Base Bid
Bessler Electric	$410,870
Bearded Brothers Electric	$475,100
PFC Solutions LLC	$536,005
Eskeli Electric LLC	$536,950
NW Electric LLC	$547,252

After reviewing the results of the bid tabulation, it is our recommendation to engage **Bessler Electric of Bemidji, MN** to perform the work as described in the base bid construction documents for the Bemidji TH197 Light Pole replacement project for the base bid of **$410,870**.

Let us know if you have any questions and if we should proceed with an award letter to the contractor and the A101 Owner/Contractor Standard Form of agreement.

Sincerely,

Cory Vaughn, PE | Partner

RESOLUTION NO. ___

RESOLUTION RECEIVING PROPOSED CHARTER AMENDMENT AND REFERRING FOR LEGAL REVIEW

WHEREAS, on June 2, 2025, a duly noticed public hearing was held in front of the Bemidji City Council to consider a proposed amendment to the Bemidji City Charter that was proposed for adoption by Ordinance by the Bemidji Charter Commission; and

WHEREAS, the Charter Amendment Ordinance sought to establish a new section of the Bemidji City Charter, Section 12.17, which would penalize violations of the Charter by councilmembers of employees of the City as misconduct of a public official under Minnesota Statutes section 609.43, attached hereto as *Exhibit A* and incorporated by reference; and

WHEREAS, on June 16, 2025, the Charter Amendment Ordinance failed to receive a unanimous vote of the City Council and was not adopted; and

WHEREAS, on March 18, 2026, the Charter Commission approved the submission of the proposed Charter Amendment to the City's voters at the City's next general election in accordance with Minnesota Statutes section 410.12 subds. 1 & 4; and

WHEREAS, Minnesota Statutes section 410.12 subd. 1 requires that charter amendment proposals be submitted at least 17 weeks before the general election; and

WHEREAS, in accordance with Minnesota Statues section 410.12, subd. 4, the City Council is required to fix the form of the ballot, and the City Clerk must provide notice of the ballot question to the County Auditor at least 84 days before the election is to be held pursuant to Minnesota Statutes section 205.16 subd. 4; and

WHEREAS, under Minnesota law, the City Council is not obligated to submit a proposed charter amendment to the voters that is determined to be unconstitutional or that otherwise violates state or federal law, which necessitates a thorough legal review.

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

1. The City Council hereby receives the proposed Charter Amendment from the Bemidji Charter Commission, finding it meets the threshold of being approved by the Commission and submitted at least 17 weeks before the general election.

2. The City Council hereby refers the proposed Charter Amendment for legal review by the City's retained legal counsel at Flaherty & Hood, P.A. and requests its opinion on the legality of the amendment in a timely manner in order for the City to act on the proposal before the November 2026 General Election.

Yeas:
Nays:
Absent:

Passed:

ATTEST:

Michelle R. Miller, City Clerk

APPROVED:

Jorge Prince, Mayor

EXHIBIT A – PROPOSED CHARTER AMENDMENT

CHAPTER 12
GENERAL PROVISIONS

Section 12.17 CHARTER VIOLATIONS. A violation of this Charter by a councilmember or employee of the City of Bemidji may be charged with Misconduct of a Public Official, under Minn. Stat. §609.43.