

BEMIDJI PARKS AND TRAILS COMMISSION MEETING AGENDA

Tuesday, April 14, 2026

**City Hall Conference room
317 4th Street NW
5:00 PM**

- 1) CALL MEETING TO ORDER**
- 2) AMENDMENTS TO THE AGENDA**
- 3) APPROVAL OF MINUTES**
 - a) March 10, 2026 meeting minutes
- 4) PARK AND TRAILS COMMISSION POSITION**
 - b) Vacancy posted through April 30, 2026
- 5) PUBLIC COMMENTS/AGENDA ITEMS**

(Comments limited to Agenda items only and a 3- minute maximum per speaker; 15-minute maximum per meeting regarding groups).
- 6) PARKS & TRAILS BY LAWS**
 - c) Approval of Updated By-Laws
- 7) BSU OUTDOOR PROGRAMMING AGREEMENT**
 - d) BSU and City Agreement
- 8) 2027 CIP PRIORITIZING**
 - e) 2027 CIP Priorizing
- 9) PARKS & TRAILS UPDATES**
- 10) COMMISSIONER UPDATES**
- 11) NEXT MEETING**
 - f) May 12, 2026- Onsite at park locations
- 12) ADJOURN**

**MINUTES
PARKS & TRAILS COMMISSION MEETING**

March 10, 2026

MEMBERS' PRESENT: Vicky Beckman, Kristine Bommersbach, Mike Cronin, Debra Faver, Tim Faver

MEMBER(S) ABSENT: Tom Anderson

COUNCIL and BOARD REPRESENTATIVE: Emilie Rivera

CITY STAFF & OTHERS: Scott Schroeder

CALL TO ORDER: Bommersbach called the meeting to order at 4:30 PM

AMENDMENTS TO March 10, 2026 AGENDA: None

A motion was made by Beckman and seconded by Cronin to approve the March 10, 2026 agenda. The motion was passed.

APPROVAL OF February 10, 2026 MEETING MINUTES:

A motion was made by T. Faver and seconded by Beckman to approve the February 10, 2026 meeting minutes. The motion was passed.

PUBLIC COMMENT: None

REVIEW OF PARKS AND TRAILS BYLAWS:

The commission discussed clarifying language around applicant review and mayoral consultation in the bylaws to improve transparency and communication.

After much discussion, the commission agreed to keep the revised language as written in the bylaws.

The updated bylaws will be approved at the April meeting.

CIP DISCUSSION:

The commission engaged in a detailed discussion about prioritizing maintenance and capital projects given limited funding and competing needs.

Schroeder indicated the focus should be on safety. Essential maintenance emerged as the top priority for the CIP, especially for parks infrastructure and equipment. Examples include replacing outdated snow removal equipment essential for winter trail and sidewalk maintenance.

Balancing improvements and maintenance funding is critical due to historically low budget allocations for preventative maintenance.

Commissioners discussed establishing a dedicated maintenance budget line alongside capital projects to extend asset life and improve safety.

Rivera mentioned collaborating with the Sustainability Commission to apply for grant opportunities and ask for community input, which could influence funding priorities. She said it would be helpful to have photos of different parks with tennis, pickleball, skate courts. When asking for community input, frame it in a way so people understand what it takes to commit to maintaining the parks, courts and equipment they enjoy using.

Rivera also indicated the budget dollars come from liquor sales. She is on the budget committee and will bring up maintenance plans and sufficient funding to maintain the parks.

The Parks and Trails' current snow removal machine is winter-only and in poor condition; replacement equipment will be year-round and cost approximately \$80,000.

Schroeder will provide photos and more data to facilitate informed discussion and recommendations for the April meeting.

OTHER PARKS AND TRAILS UPDATES:

Lake Boulevard Trail:

Shroeder indicated the trail will be cleaned up late spring to allow passage. Dead trees will be cut down and left onsite to comply with DNR rules. No dead trees will be removed along Lake Boulevard. The DNR has restrictions on what can be maintained. Schroeder will request the ordinance from the planning and zoning department.

Flooded Trails:

Rivera brought up the Norton Avenue trail, as well as other trails that collect water on the trails, requesting they be maintained or graded to eliminate the flooding.

Spring Bike Ride Safety Initiative:

Bommersbach is planning a bike ride event in May to identify and raise awareness of biking safety issues across the city and county.

The goal is focusing on safety observation, aiming to highlight hazardous intersections and trail gaps.

The routes under consideration include loops around Paul Bunyan Park, Irving Avenue and 15th Street corridors.

The ride will help gather input to improve infrastructure and traffic controls, especially at high-risk crossings like Bemidji Avenue.

Nymore Dog Park:

Beckman will coordinate planning and fundraising efforts for the dog park, including securing bids and preparing applications for grants such as the Outdoor Recreation Grant.

RECREATION UPDATES:

The city and Bemidji State University (BSU) are launching a pilot partnership to operate the boathouse building (located in Diamond Point Park) for outdoor equipment rentals and leadership development.

Anna Carlson and Jerry Smith, BSU Environmental Studies and Geography, attended the meeting to discuss BSU running the boathouse Friday through Sunday, 11 AM to 6 PM, from Memorial Day to Labor Day with 3-4 student staff members managing rentals. BSU's boathouse staff will serve as an internship to earn an outdoor leadership certificate. The students will learn outdoor skills and wilderness first aid.

BSU will staff and supervise, using city watercraft equipment for rentals and activities.

The city retains building maintenance and utility responsibilities, supporting the partnership.

The pilot aims to extend BSU's campus outdoor leadership hub into a community-facing summer rental operation.

The Outdoor Leadership Certificate program offers a 16-credit academic certificate focused on wilderness first aid, indigenous environmental perspectives, and outdoor skills,

Future plans include offering community programs like introduction to sailing and kayaking classes, depending on staff availability.

Financial and lease terms include no monetary rent but a revenue-sharing model where the city recoups approximately 30% of rental income, roughly covering city staff costs for operating the facility.

The lease agreement is under legal review by the city and BSU and is expected to be presented to the commission at the April meeting.

Fees will apply to all users including students.

Signage will clarify that kayaks, paddle boats, fishing rods and other watercraft will be at the boathouse location, separate from bike rentals at the tourist information center.

The partnership revives a historic relationship and responds to prior staffing and budget cuts that ended city-run boathouse operations.

Schroeder indicated he is excited to reignite the center and partnership with BSU.

Rivera pointed out that this agreement would remove the ability to rent out the building.

COMMISSIONER UPDATES:

Cronin reported he is on the Loop the Lake Steering Committee and continues to work on emergency action plans and maintenance issues.

ADJOURNMENT:

A motion was made by D. Faver and seconded by Cronin to adjourn the meeting. The motion was passed. The meeting adjourned at 5:55 PM.

Respectfully submitted,

Debra Faver
Commission Secretary

BY-LAWS PARKS AND TRAILS COMMISSION

The Parks and Trails Commission acts as an advisory board. Its By-laws are designed to help the Commission provide valuable recommendations to the City Council, Mayor, City Manager, or department leaders.

I. Meetings

- a. The Commission shall meet at such frequency as the Commission deems appropriate, but at least 4 (four) times annually. Unless otherwise scheduled, the regular meeting will take place at 4:30 p.m. on the second Tuesday of the month, at a location specified on the agenda.
- b. The Commission will establish its own procedural rules and maintain comprehensive records of all proceedings.
- c. All meetings, documentation, and financial accounts of the Commission shall be accessible to the public.
- d. Meetings of the Commission shall follow Robert's Rules of Order, as modified by the Commission's own rules and regulations.
- e. The Commission shall hold its annual meeting within three weeks following the start of each calendar year to conduct officer elections and address any other necessary matters.
- f. The annual meeting may be held in conjunction with the first regularly scheduled meeting of the year if conducted within three weeks following the start of each calendar year, at a place designated by the Chairperson.
- g. The Chairperson may call meetings at any time.
- h. Special meetings may be called by the Chairperson or, in their absence, the Vice-Chairperson, or upon written request from four members.
- i. The Chairperson must notify all members and schedule the meeting for at least ten days after receiving the request.
- j. The Commission has the authority to establish and designate its operating rules and regulations as needed. The Secretary of the Commission is responsible for maintaining these rules in appropriate records.

II. Commission Members

- a. The Commission shall consist of seven (7) members appointed by the Mayor and City Council.

III. Offices and Election

- a. At its annual meeting, the Commission will nominate and elect a Chairperson, Vice Chairperson and Secretary to serve for one year from the date of election, continuing until their successors are duly chosen.
- b. If an officer is not elected or a vacancy occurs, an election may be held at any regular or special meeting, provided it is included in the meeting notice.

IV. Duties of Officers

- a. The Chairperson leads Commission meetings, fulfills typical officer duties, and may vote on any motion.
- b. If the Chairperson is absent, the Vice Chairperson assumes their duties. If both are absent, the Commission elects a chairperson pro tempore to serve in that role.
- c. The Secretary is responsible for accurately recording the attendance, meeting minutes and filing with the Bemidji City Clerk, maintaining all correspondence and resource materials related to the Commission.
- d. The Secretary also acts as the Board's correspondent. These duties may be delegated to Staff by the Secretary.

V. Quorum

- a. A quorum requires four regular members.

VI. Removal of Commission Members

- a. A Commission member who misses three consecutive regular meetings without notifying the Parks & Trails Director or attends less than 60% of scheduled meetings in a year, is deemed to have automatically resigned.

VII. Vacancies

- a. Vacancies on the Commission that arise prior to the expiration of a term shall be filled in accordance with the procedures established herein, for the remainder of the unexpired term of the departing Commissioner.
- b. To aid the Mayor in selecting members for appointments, the Commission may suggest one or more applicants for each vacancy to be filled.

VIII. Committees

- a. Ad-hoc committees shall be appointed by the Chairperson of the Commission as necessary and will serve until their successors are appointed and qualified, or until the committee's duties have been fulfilled.
- b. Ad-hoc committees shall be made up of Commission members and other individuals for resource and advisory purposes.
- c. It is recommended that department heads be consulted by committees.
- d. A designated member of each committee shall maintain a record of the committee's actions, which will be presented to the Commission at its subsequent meeting for consideration and, if appropriate, further action by the Commission.

IX. Amending Process

- a. The Commission may amend these By-laws at any meeting if a majority of members agree.
- b. Notice regarding the proposed change must be provided with at least one meeting in advance before any action is taken.

X. Complaints

- a. The Commission must investigate and report to the Council on any Parks and Trails program complaints referred by the Council or Mayor.
 - i. Investigation of Complaints
 1. The Commission shall promptly investigate any complaints regarding the Parks and Trails program that are referred by the Council or the Mayor.
 - ii. Report to the Council
 1. After conducting a thorough investigation, the Commission is responsible for preparing a report detailing its findings. This report must be submitted to the Council to address the concerns raised regarding the Parks and Trails program.

OPERATION AGREEMENT FOR BEMIDJI JIIGIBIIG RECREATION FACILITY

THIS AGREEMENT (the “**Agreement**”) is made this _____ day of _____, 2026, by and between the City of Bemidji, Minnesota, a municipal corporation, hereinafter referred to as (“City”), and State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities, on behalf of Bemidji State University hereinafter referred to as (“MNSCU”, “BSU” or “**Operator**”), collectively referred to as the “**Parties.**”

WHEREAS, the City owns the Jiigibiig recreation facility, a four-season building of approximately 2450 sq ft, (the “Facility”) located at Diamond Point Park at 1710 Birchmont Dr NE, Bemidji, MN 56601. A depiction of the Facility and its relation to the greater park is shown on attached **Exhibit A**, where it is labeled as the “Main Park Building”, which is incorporated herein by reference; and

WHEREAS, the City desires to have MNSCU manage, operate, and maintain the Facility in conjunction with the City under the limitations and obligation of this Agreement, for the provision of outdoor and recreational programming available to all community members in addition to BSU faculty, students and staff on said Facility (the “**Services**”); and

WHEREAS, the City and MNSCU have successfully partnered together in previous years to provide such programming to the greater Bemidji area community, and they desire to continue this partnership by entering into this Agreement setting forth the terms and conditions under which the Operator will provide the Services to manage, operate and maintain the Facility for and on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Term and Termination.

- a. Term. The term of this Agreement (“**Term**”) shall begin on April 22, 2026 (the “**Commencement Date**”) and shall continue for a term of one year, unless earlier terminated as provided in this Agreement. As used herein, the expression (term hereof) refers to such initial term and any renewal term as hereinafter provided.
- b. Renewal. The City hereby grants to Operator, subject to the conditions set forth below, the right and option to renew this Agreement for five (5) renewal terms of one (1) year each, under the same terms, covenants, and conditions as stated herein.
 - i. The option to renew must be exercised by the Operator giving to the City at least 30 days prior written notice of the exercise thereof. In no event shall the Operator be entitled to renew the term hereof, even though such notice is timely given, unless the Operator shall have timely performed all of its obligations hereunder as of the date of the expiration of the initial term hereof.

- ii. Unless expressly agreed to in writing, all provisions of this Agreement shall be applicable to any such renewal period.
 - iii. At the conclusion of the original term of this Agreement, the Parties shall renegotiate the monetary consideration for any renewal period(s). Such renegotiated monetary consideration and terms shall be reduced to writing as an addendum to this Agreement, but in the absence of the Parties agreeing to any such addendum, the original terms and conditions of this agreement shall apply to all renewal periods.
 - c. Termination. Notwithstanding any provision of this Agreement, either Party may terminate this Agreement upon 30 days written notice at any time during the Term hereof or any renewal term.
 - d. Personal Property Upon Termination. If this Agreement is terminated or not renewed for any reason, the Operator shall remove its personal property from the Facility within the 60 day notice period. Failure of the Operator to remove its personal property within 60 days of written notification shall constitute a waiver of Operator's right and the items may then be disposed of or used at the discretion of the City. If the items are disposed of by the City, the costs of disposal shall be the responsibility of the Operator.
2. Consideration and Rental Revenue Share. Neither the City nor the Operator shall make any direct payment to the other as consideration for the Services to be performed by the Operator for the City or the use by the Operator of the Facility under this Agreement, except as otherwise provided herein.

As the sole consideration for the Services to be performed by the Operator hereunder, the Operator shall collect rental revenues for the use of City owned equipment rented at the Facility by the Operator, as described further below, of which the Operator may retain 66% of said rental revenue, and must transfer 33% of said rental revenue back to the City on an annual basis. The consideration as provided in this paragraph constitutes the exclusive compensation for the Operator for Services under this Agreement.

3. Operator Provision of Services and Responsibilities.
- a. Provision of Services. The City hereby retains the Operator and the Operator hereby agrees to provide the following Services for the Facility on behalf of the City pursuant to the terms of this Agreement. During the term and any renewal term of this Agreement, Operator shall be responsible for providing the Services set forth herein below.
 - i. Operator shall provide outdoor learning and programming for its students, including instructors, and any additional equipment and materials needed over and above what is provided by the City, and shall provide and

advertise additional programming opportunities for the public, as able, in coordination with the City of Bemidji's Parks and Trails staff.

- ii. Operator shall provide for the rental of City-owned outdoor recreation equipment, including paddle boards, kayaks, paddle boats, and fishing equipment, to the general public, and shall collect rental fees for the rental of said equipment and transmit a portion of said rental fees as described in section 2 above. A full listing of the City-owned outdoor recreation equipment is attached hereto and incorporated herein as **Exhibit B**.
 - iii. Hours of operation shall be decided by the Operator, and are subject to change with the approval of the City's Parks and Trails staff.
- b. Grant to Operator. The City grants to Operator the right to manage, market, promote, operate and maintain the Facility, subject, however, to the City's right to terminate this Agreement as provided herein. The Operator shall provide the Services in a timely manner, in accordance with industry standards and norms. The Operator is not authorized to incur debt on the Facility secured by any interest in the Facility or which the City would be otherwise required to assume in the event of termination of this Agreement.
 - c. Assumption of Duties and Responsibilities. By entering into this Agreement, the Operator agrees to assume the City's duties, obligations and responsibilities for the Services to the Facility during the term of this Agreement and any extensions thereof.
 - d. Operator Services Responsibilities. Beginning on the Commencement Date, and continuing through the term of this Agreement, the Operator shall assume the Services responsibilities as set forth above. The Operator shall manage the Facility in its reasonable discretion pursuant to the terms of this Agreement, but shall be obligated to inform the City of circumstances of which it has knowledge having or which may have a material effect on the Facility or the operation of the Facility.
 - e. Marketing and Promotion. Operator shall manage and direct all marketing and sales activities regarding the Facility, which shall be undertaken so as to maximize the use of the Facility. Major marketing and promotion materials shall be reviewed and approved by the Parks and Recreation Department, in its discretion, before they are publicly released. The Park and Recreation Department retains the right to require removal or modification of any marketing and promotional materials in its discretion.
 - f. Event Rentals of the Facility. Operator shall be responsible for marketing the Facility for event rentals thereof and shall have the authority to enter into event rental agreements for use of the Facility acting as the City's agent. The template event rental agreement used by Operator shall be on a form provided by the City.

- g. Premises and Facility Maintenance. City shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Agreement, provided, however, that City shall not be responsible for repairs upon implements or articles which are the personal property of Operator, nor shall City bear the expense of repairs to the premises and Facility necessitated by damage caused by Operator beyond normal wear and tear.

Operator shall make no alterations, additions, or changes to the premises and Facility without the advance written consent of City. All alterations, additions, improvements and fixtures, which may be made or installed by City upon the premises and facility and which in any manner are attached to the floors, walls or ceilings, at the termination of this Agreement shall remain the property of City, and shall remain upon and be surrendered with the premises as a part thereof, without damage or injury beyond normal wear and tear and floor covering affixed to the floor shall likewise become the property of City.

City shall maintain in working condition all appurtenances within the scope of this Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork at the Facility.

- h. Utilities. All costs of all utilities serving the Facility shall be shared equally between the City and Operator.
- i. Telecommunications. Operator shall bear any and all costs of telecommunication line installations and service.
- j. Janitorial Services. The Operator shall provide all routine cleaning and janitorial services at the Facility at Operator's expense. Such services shall be at a frequency and level satisfactory to the City Parks and Trails Department.
- k. Exterior Lighting. City shall provide adequate exterior lighting in the parking lots, building entrance/exits
- l. Pest Control. Pest Control serving the Facility shall be the responsibility of the City, at the City's sole cost and expense, during the term of this Agreement or any extension thereof, and shall remain in the name of the City.
- m. Grounds. The City shall be responsible for all lawn mowing and maintenance of the exterior grounds surrounding the building on the premises at the City's expense.
- n. Trash Removal. The City shall be responsible for removal of all trash from the Facility as collected and deposited from the premises by Operator and placed in the designated external trash containers outside the Facility at City's expense. Operator agrees that it shall collect trash from internal trash receptacles in the

Facility and deposit the same outside the Facility in the designated external trash containers. Operator shall not permit any employee or agent of the Operator or Facility user to place refuse outside the Premises, except in designated trash containers.

- o. Employees, Staffing. The Operator shall be responsible for supervision and direction of all Operator's personnel staffing at the Premises and Facility. All such Facility staff will be in the employment of the Operator. All expenses associated with the employment of staff will be considered operating expenses of the Operator.
- p. Use and Maintenance of City Equipment. The Operator is authorized to use equipment at the Facility in performance of its obligations hereunder. The City is not obligated to repair or replace any of the equipment used by the Operator at the Facility except as required above. The Operator is solely responsible for the use of such equipment and assumes all liability for claims related thereto, except for claims resulting from the negligence or intentional misconduct of the City.

Operator shall be responsible for identifying maintenance needs and maintaining City equipment, and any associated cost will be split between the entities as follows: 66% of any major repairs or maintenance will be covered by Operator, and 33% of any major repairs or maintenance will be covered by the City. In no event shall the cost to Operator exceed that portion of rental revenues retained by Operator after paying its expenses.

- q. Services Standard of Care. All Services performed by the Operator shall be performed in accordance with City standards and policies communicated in writing to Operator and shall be performed to the satisfaction of the Parks and Trails Department. The Operator shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by the Operator's breach of this standard of care. The Operator shall put forth reasonable efforts to complete its duties in a timely manner. The Operator shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement.
 - r. Expenses Generally. The Operator shall be responsible for all costs and expenses to provide the Services as provided herein. The City shall be responsible for the costs and expenses of major external repairs, maintenance and replacement of the building located on the Facility such as walls, roof, foundation, parking lot and sidewalks.
4. Improvements and Alterations. The Operator shall not be permitted to make any improvements or alterations to the Facility without the prior written consent of the City.

5. Premises and Facility Ownership. During the Term hereof, all incidents of ownership in the Facility, and all improvements thereto, shall remain with the City. The Operator shall have or gain no property interest in the Facility or the real property upon which the Facility is located by virtue of this Agreement.
6. Taxes. The Premises are currently tax-exempt parkland owned by the City, and is expected to remain tax-exempt property under this Agreement.
7. Audit and Records. Pursuant to Minnesota Statutes, Section 16B.06, Subdivision 4, the books, records, documents and accounting procedures and practices of City relevant to this Agreement shall be subject to examination by the State and/or Legislative Auditor during normal business hours and after reasonable notice to City. Similarly, books, records, and documents relevant to this Agreement held by both MNSCU/BSU shall be subject to examination by the City and/or its auditor during normal business hours and after reasonable notice to MNSCU/BSU.
8. City's Right to Enter and Right to Use of Premises. Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Operator therefore, the City reserves the following rights with respect to the premises and Facility:
 - a. The City, its employees and its agents shall have the right to enter the premises and Facility at all times for all reasonable purposes, including without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting and improving the premises and Facility.
 - b. The City reserves the right to use the Premises and Facility as a safe haven in the event of threatening weather.
9. Signage. Operator shall be permitted to place signage on the Facility and adjacent park premises subject to the following:
 - a. All signs and banners must comply with City ordinances, Park rules and MNSCU signage standards;
 - b. Sign and banner preparation, purchase, installation or removal shall be conducted at the Operator's expense;
 - c. The Operator is responsible for the repair and maintenance of all signs;
 - d. All signs and banners or modifications thereto shall be subject to the discretion and Approval of City staff, which approval shall not be unreasonably withheld, and which shall comply with City ordinances;
 - e. The parties agree that any signs and banners on the park premises does not create a forum for public speech protected by the United States or Minnesota constitutions. The City hereby reserves the right to reject and/or remove in its

sole judgment and discretion any banner, sign, or other media on the park premises or City-owned property.

10. Assignment and Subletting. The Operator shall not assign this Agreement or let the Facility, the park premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the City in each instance, except that the Operator may permit use of the Facility, for rental, admission or other charges, in the normal course of business, without such consent. Consent by the City to any assignment of this Agreement or to any letting of the park premises, Facility, or part thereof shall not be a waiver of the City's rights under this Agreement as to any subsequent assignment or letting. The City's right to assign this Agreement is and shall remain unqualified and no assignment by the City shall release the Operator of any of its obligations under this Agreement. If the Operator is a corporation or like business entity or organization, any transfer of this Agreement through merger, consolidation, corporate reorganization, or liquidation or any transfer, or hypothecation, shall constitute an assignment of this Agreement requiring the prior written consent of the City.
11. Liens. Operator will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, charge, lien, encumbrance or claim, except the respective rights of the City and Operator as herein provided, to be established or remain on the premises and Facility, including any mechanic's liens for labor or materials furnished in connection with any remodeling, modifications, improvements, repairs, renewals or replacements. Operator will promptly, at its own expense, take such action as may be necessary to duly discharge any such charge, lien or claim if the same shall arise at any time.
12. Indemnification. City and Operator agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Operator's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. City's liability shall be governed by Minnesota Statutes, Chapter 466. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
13. Insurance. The Operator shall not commence operation of the Facility until the Operator has obtained all insurance required herein and such insurance has been approved by the City. All of this insurance coverage shall be maintained throughout the life of this Agreement.
 - a. The Operator agrees to procure and maintain, at Operator's expense, statutory worker's compensation coverage. Except as provided below, Operator must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts the Operator from Workers' Compensation insurance or if the Operator has no employees in the City, the Operator must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Operator from the Minnesota Workers' Compensation requirements. If during the course of this Agreement the Operator

becomes eligible for Workers' Compensation, the Operator must comply with the Workers' Compensation insurance requirements herein and provide the City with a certificate of insurance.

- b. The Operator agrees to procure and maintain, at the Operator's expense, general commercial liability ("CGL") insurance coverage insuring the Operator against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Operator or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Operator's coverage shall be primary and noncontributory in the event of a loss.
- c. The Operator agrees to procure and maintain, at Operator's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater: True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to City by Operator and are attached hereto as Exhibit 3.

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$1,500,000 annual aggregate \$1,500,000 annual aggregate Products – Completed Operations

- d. The Operator's insurance policies and certificate(s) shall not be canceled or the conditions thereof altered in any manner without Ten (10) days prior written notice to the City.
- e. The Operator's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of the Operator's performance under this Agreement.
- f. The Operator is responsible for payment of insurance premiums and deductibles.

- g. The Operator’s policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
 - h. All policies listed above shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per project” basis.
 - i. The Operator shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
 - j. Notwithstanding the foregoing, the City reserves the right to immediately terminate this Agreement if the Operator is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the Operator.
14. Default. In the event of any default of this Agreement by either Party, which remains unremedied after thirty (30) days written notice specifying the default, the aggrieved party may, in addition to any other rights or remedies it may have, by written notice declare this Agreement to be terminated, in which case all rights and liabilities hereunder shall cease, and the Operator shall forthwith surrender the Facility to the City.
15. Amendments, Modification, and Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the Party or Parties to be bound or it’s duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
16. Notices. Any notice, demand, or other communication required or permitted to be given hereunder shall be deemed delivered and effectively given when delivered personally to the representatives of the City and Operator identified below or one (1) business day after being mailed by registered or certified mail, return receipt requested, addressed as follows:

City: City of Bemidji
 317 4th Street NW
 Bemidji, MN 56601

Operator: Bemidji State University
 Office of the President
 Deputy Hall
 1500 Birchmont Drive NE #3
 Bemidji, MN 56601-2699

CC: Minnesota State Colleges and Universities
Attn: Real Estate Services
350 Wells Fargo Place
30 East Seventh Street
St. Paul, MN 55101

Either Party may change its address or the identity of its designated representative named above by written notice to the other Party in the manner stated in this paragraph.

17. Miscellaneous Provisions:

- a. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- d. Interest by City Officials. No elected official, officer, or employee of City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- e. Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other party immediately.
- f. Compliance with Laws. The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

- g. Governing Law. This Agreement shall be deemed to have been made and accepted in Beltrami County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- h. Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- i. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- j. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- k. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- l. Independent Contractor. The Operator, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the Operator to be an employee of the City, and the Operator shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- m. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- n. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.
- o. Recitals. The recitals hereto are made a part hereof.

(signature page follows)

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement effective as of the date first above written.

CITY OF BEMIDJI

By: _____
Jorge Prince, Its Mayor

Date: _____

By: _____
Richard Spiczka, Its City Manager

Date: _____

**STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF
MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF BEMIDJI
STATE UNIVERSITY**

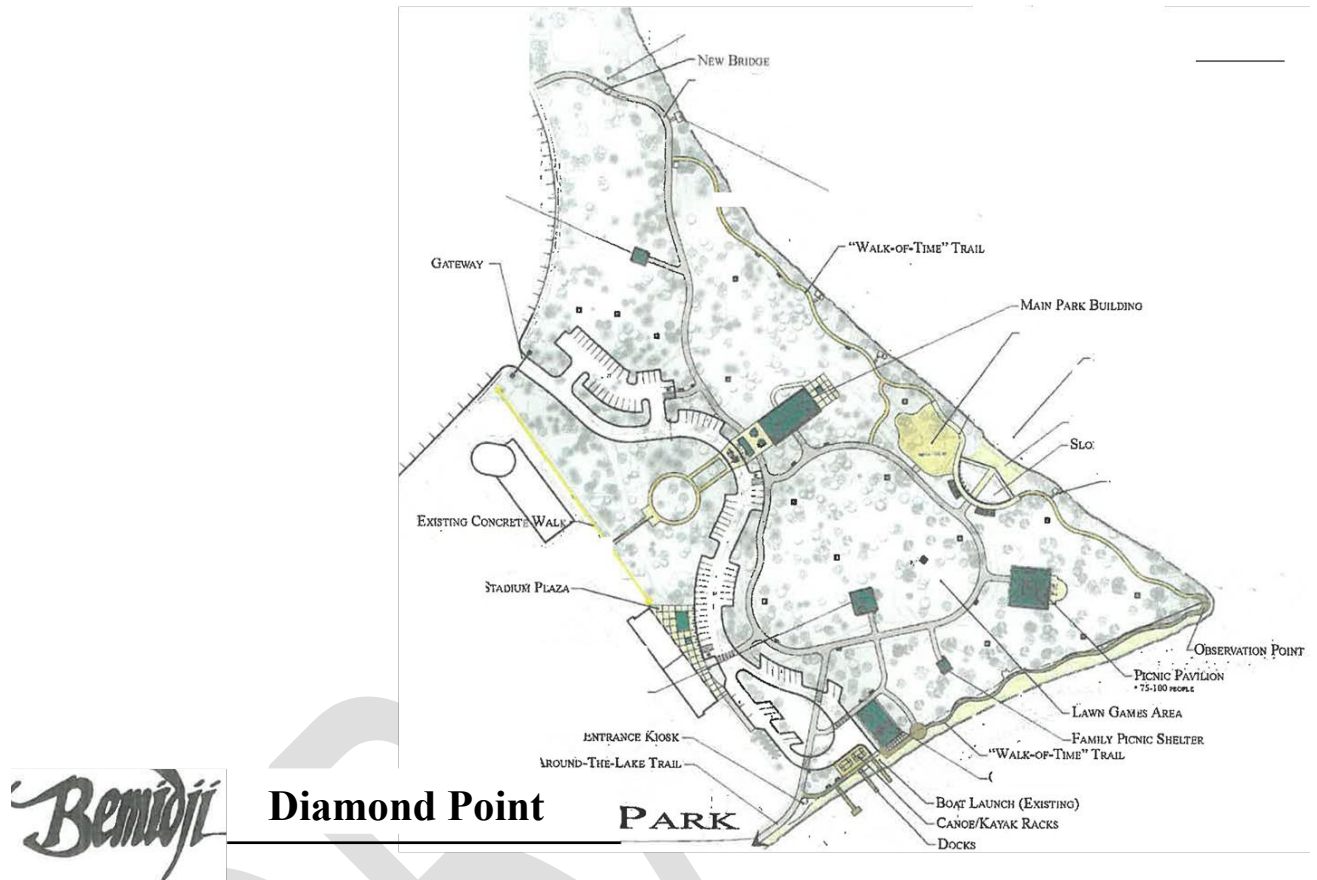
By: _____
John L. Hoffman, President of Bemidji State University

Date: _____

DRAFT

EXHIBIT A

Depiction of Facility and park premises



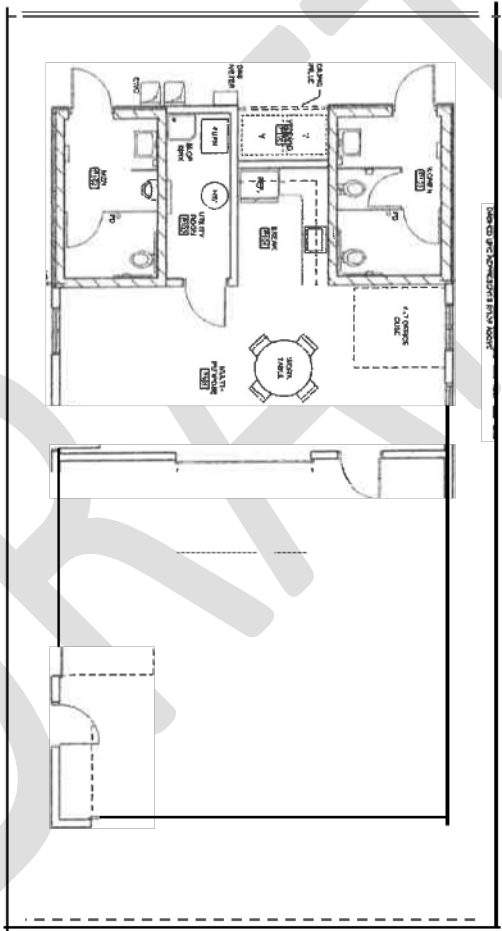


EXHIBIT B

City Owned Outdoor Recreation Equipment.

Category	Year	Make	Model	Color	Length	Registration Number	Registration Expiration
Paddle Board	2021	Rave Sports	IS106	Black	10'6"	MN8725MH	12/31/2027
Paddle Board	2021	Rave Sports	SS110	Green	10'9"	MN8726MH	12/31/2027
Paddle Board	2021	Rave Sports	SS110	Teal	10'9"	MN8727MH	12/31/2027
Paddle Board	2021	Rave Sports	Journey	Red	11'4"	MN8730MH	12/31/2027
Paddle Board	2021	Rave Sports	Journey	Blue	11'4"	MN8723MH	12/31/2027
Kayak	2021	Feel Free	Nomad	Blue/White/Green	10'	MN5674MH	12/31/2027
Kayak	2022	Feel Free	Nomad	Blue/White/Green	10'	MN5673MH	12/31/2027
Kayak	2022	Feel Free	Nomad	Blue/White/Green	10'	MN5676MH	12/31/2027
Kayak	2022	Feel Free	Nomad	Blue/White/Green	10'	MN5680MH	12/31/2027
Kayak	2024	Feel Free	Moken	Blue Camo	12'5"	MN8593MN	12/31/2026
Kayak	2024	Feel Free	Moken	Grey Camo	12'5"	MN8600MN	12/31/2026
Kayak	2024	Feel Free	Moken PDL	Blue Camo	12'5"	MN8606MN	12/31/2026
Kayak	2024	Feel Free	Moken PDL	Green Camo	12'5"	MN8598MN	12/31/2026
Kayak	2024	Feel Free	Lure 2	Green Camo	14'2"	MN0959MP	12/31/2026
Kayak	2024	Feel Free	Lure 2	Green Camo	14'2"	MN0960MP	12/31/2026
Kayak	2019	Feel Free	Corona	Yellow/White/Green	13'	MN5669MH	12/31/2027
Kayak	2019	Feel Free	Corona	Yellow/White/Green	13'	MN5672MH	12/31/2027
Paddle Boat	2022	Kay Park		Red	10'4"	MN6056ML	12/31/2028
Paddle Boat	2023	Kay Park		Green	10'4"	MN6060ML	12/31/2028
Paddle Boat	2025	Kay Park		Yellow	10'4"	MN5869MQ	12/31/2028

Category	Item Description	Quantity	Notes
Watercraft Accessories	Kayak Paddles	15	
Watercraft Accessories	Paddle Board Paddles	4	
Watercraft Accessories	Basic Removable Kayak Seat	8	
Watercraft Accessories	Advanced Removable Kayak Seat	8	
Watercraft Accessories	Peddle Drive for Kayaks	2	
Watercraft Accessories	Removable Storage bin for kayak	6	
Fishing	Summer fishing rods	35	Various sizes and quality
Fishing	HT Ice fishing rods	8	
Fishing	Tackle Boxes	4	
Fishing	Eskimo Folding chair	11	
Fishing	Otter Pro Large Sled 85"x44"x17"	2	
Fishing	Clam X1200 Thermal Ice house	1	
Fishing	Beckman fishing net	1	
Fishing	Portable Buddy heater 9000BTU	1	
Fishing	Ion Alpha 10" electric auger	1	

2027 CIP ask- \$166,000

Bobcat L35, **\$80,000**- The City's existing (single purpose, winter) Toro Polar Trac, purchased in 2018 for \$47,500, has become increasingly unreliable, incurring \$27,946.22 in maintenance costs over the past five years. The Bobcat L35 would replace this high-maintenance unit with a more dependable and cost-effective option. Unlike the Toro, the L35 offers year-round versatility and can be used for snow removal, maintenance, and a variety of public works tasks across all seasons. This investment would improve operational efficiency, reduce long-term repair costs, and maximize equipment utilization.



Boss snowplow (2016), **\$8,500**- Replacing the snow plow blade on the boss unit is essential to maintain effective snow removal and ensure safe, clear roadways during winter conditions. A new blade improves plowing efficiency, reduces wear on the equipment, and minimizes downtime from potential damage. This replacement supports reliable winter operations and protects both staff and the public.



Trail sealcoat, **\$27,500** (bi-annually)- Sealcoating the City's trails protects the existing asphalt by preventing water infiltration, oxidation, and surface deterioration, significantly extending the life of the pavement. This proactive maintenance reduces long-term repair and replacement costs while improving safety and ride quality for users. The City trails is one of the City's most expensive assets and would cost millions to replace. Proposed trails, South and adjacent of 197 (6,212') and Lake Ave (2,241')

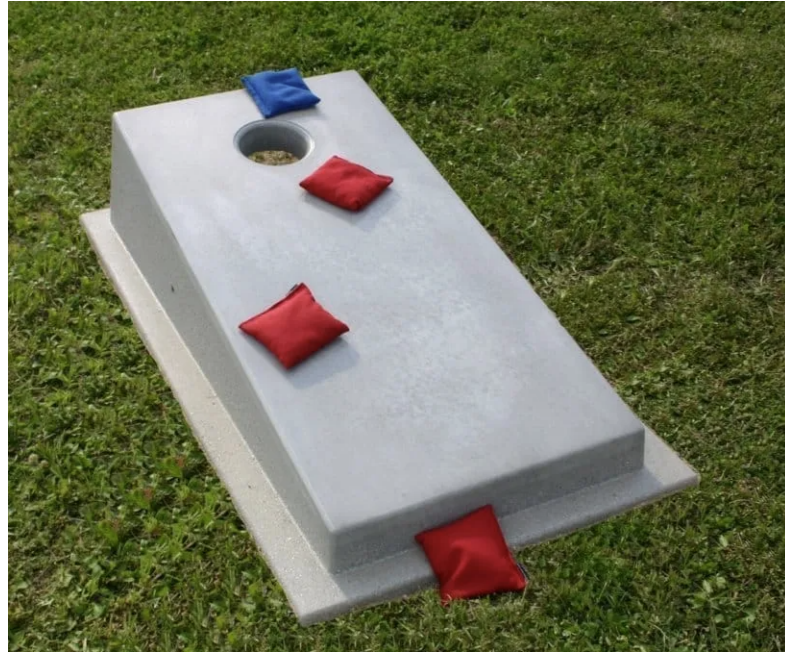
Drinking station/bottle filler, Diamond Point, **\$15,000**- The two existing drinking fountains at Diamond Point are outdated and do not meet current user needs, particularly the growing demand for bottle filling. Replacing them with a modern drinking fountain and bottle filler will improve accessibility, reduce water waste, and better serve park users during peak activity periods. One fountain is on the Diamond Building and another on the Jigibiig.



Outdoor shower at Cameron Park, **\$6,000**- to replace the outdoor shower at Cameron Park, which has reached the end of its service life and no longer functions reliably. Replacing the shower will improve public hygiene, user experience, and park amenity standards while reducing ongoing maintenance and repair costs.



Concrete cornhole boards, **\$3,500**- Installation of permanent concrete cornhole boards at Roger Lehman Park would provide a durable, low-maintenance recreational amenity that can be used by all ages and abilities. This addition would enhance park engagement while representing a cost-effective, long-term investment in community recreation.



Nymore playground area, **\$6,500**- Pea rock in a playground can be tough to walk on, shifts easily underfoot, and doesn't do much to cushion falls, which can lead to more bumps and injuries. Swapping it out for engineered ADA wood chips gives the surface more "give," helping soften falls and making it easier for kids and adults to move around. It also creates a more even, accessible space that works better for strollers, wheelchairs, and everyday use.



Staining Sapphire Pavilion, Diamond Point, **\$14,000**- The Sapphire Pavilion has not been stained since its construction in 2008, leaving the wood structure vulnerable to weathering, moisture intrusion, and premature deterioration. Restaining is a critical preventative maintenance measure that will extend the life of the pavilion, preserve its appearance, and reduce the likelihood of more costly repairs or replacement in the future.

