

BEMIDJI CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 20, 2026

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



ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

SWEARING IN CEREMONY

AMENDMENTS TO THE AGENDA

MINUTES

- 1) March 2, 2026 Council Meeting
March 16, 2026 Council Meeting

CONSENT AGENDA #1

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

- 2) Claims Submitted by Finance Officer in the Amount Of \$685,295.24
- 3) Claims Submitted by Legends Global for the Sanford Center in the Amount of \$83,440.31
- 4) 2026 Business License Approvals
- 5) Approve Special Event Permit-Ride for the Troops (June 6-7)
- 6) Approve Special Event Permit for 2026 Bike Bemidji - Loop the Lake (June 20)
- 7) Approve Special Event Permit for 2026 Mississippi Music Summer Concert Series
- 8) Approve Purchase of 2026 GMC Pickup (Parks)
- 9) Approve Purchase of Services Rendered from Bessler Electric
- 10) Approve Operation Agreement for Jiigibiig Recreation Facility
- 11) Approve Quote for 2026 Sanitary Sewer Slip Lining Project
- 12) Approve Purchase of Personal Protective Gear (Fire)
- 13) Approve Purchase of 2027 Kenworth T280 and Hook Assembly (Refuse)
- 14) Approve Reclassification for Fire Chief Position
- 15) Resolution Approving Off Premises Gambling Permit (Wrestling Club)
- 16) Approve Council Travel Authorization-LMC Annual Conference (Rochester), June 23-26-Prince, Thayer

CONSENT AGENDA #2

- 17) Claims Submitted by Finance Officer to Visit Bemidji in the Amount of \$4,250.73

CITIZENS WITH BUSINESS BEFORE THIS COUNCIL-NOT ON AN AGENDA

Public Comment – Please give your name, address, and state your concern/comment. Visitors may share their concerns with City Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive or overly argumentative. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. COMMENTS WILL BE TAKEN UNDER ADVISEMENT BY THE COUNCIL.

ORDINANCES

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

BUSINESS

- 19) Consider Request for Reduction of Fees and Issuance of 1-4 Day Temporary Liquor Permits for 2026 Mississippi Music Summer Concert Series
- a. Resolution Approving the Site and Alcohol for the 2026 Mississippi Music Summer Concert Series

COUNCIL COMMITTEE REPORTS

UPCOMING MEETINGS

- 20) April 21, 2026 Local Board of Appeal
April 27, 2026 Work Session
May 4, 2026 Council Meeting

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/>

PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – March 2, 2026

DRAFT

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, March 2, 2026, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Pro Tem Peterson presiding.

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

Staff Present: City Manager Rich Spiczka, City Clerk Michelle Miller

AMENDMENTS TO AGENDA

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

MINUTES

The following minutes were presented for approval:

January 26, 2026 Work Session

February 2, 2026 Council Meeting

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

CONSENT AGENDA #1

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

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

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

CONSENT AGENDA #2

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

1. Claims Submitted by Finance Officer to Visit Bemidji in the Amount of \$38,923.68

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

CITIZENS WITH BUSINESS NOT ON AGENDA

- Todd Vonasek, 2620 Brinkman Dr NE, urged the City to negotiate with Northern Township on the water/sewer issue, highlighting potential financial and infrastructure benefits and asking the City not to appeal the judge's decision.
- Charles Biberg, 1109 Beltrami Ave NW, raised concerns about calendar parking enforcement, noting high ticket volume in a small area and low tow rates; requested better data tracking and reconsideration of the ordinance and its enforcement.
- Annette Humphrey, Leanne Goose, and Carrie Harpoon – spoke in opposition to potential data center development in the Bemidji area, citing concerns about water use, PFAS, increased utility costs, limited long-term jobs, and community impacts, and urged the City to reject or restrict such proposals.

PUBLIC HEARING

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

Pursuant to published notice, a Public Hearing was held to receive input regarding an Ordinance granting to Beltrami Electric Cooperative, Inc., a Minnesota cooperative corporation, its successors and assigns, permission to construct, operate, repair and maintain in the City of Bemidji, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes. Mayor Pro Tem Peterson opened the Public Hearing at 6:25 p.m., hearing no comments the public hearing was closed at 6:25 p.m.

ORDINANCES

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

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

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

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

AN ORDINANCE Granting to Beltrami Electric Cooperative, Inc., a Minnesota cooperative corporation, its successors and assigns, permission to construct, operate, repair and

maintain in the City of Bemidji, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes was given a first reading.

REPORT

John Eggers updated the Council on 100% Graduation initiative, including a new alliance of local businesses and an expanding network of advocates in other states and countries, all promoting consistent messaging about the importance of high school completion. He requested continued City support through posters, PSAs, City communications, an annual graduation proclamation, and public promotion of 100% graduation as a community goal.

Heritage Preservation Commission

Heritage Preservation Commission Chair Linda Lemmer reported that the Commission has begun recognizing buildings 100 years or older, presenting decals to five qualifying properties. She noted the revised plan for the former pumping station site to salvage blocks and create a “story wall” with interpretive panels about the importance of water to Bemidji and requested signage to protect the historic Midway Bridge from vehicle encroachment.

Commission member Joan Dreyer described the benefits of becoming a Certified Local Government (CLG) through the State Historic Preservation Office (SHPO), including access to grants and the possibility of hosting a future state preservation conference in Bemidji. This will require updates to certain city preservation ordinances. Councilmembers expressed support for the Commission’s work and interest in pursuing SHPO/CLG status and related funding opportunities.

COUNCIL COMMITTEE UPDATES

- Councilmember Fiskevold Gould attended the Sanford Center Advisory Board (new chair, financial review, and report that a recent bridal show drew attendees from as far as Rochester and Fargo).
- Councilmember Thayer attended HRDC meeting (transportation, grants, budget, and building/roof issues; noted addition of a new member from Baudette), attended Joint Powers Fire meeting (reviewed multi-year equipment needs and noted strong City–township relationships), upcoming Sanford Center Finance Committee and Sanford Center Marketing meetings.
- Councilmember Rivera attended HRA meeting (Section 8 waiting list, washer/dryer replacement at Northland Apartments, two new HRA commissioners began February 26), mentioned upcoming Parks and Public Arts meetings.
- Councilmember Eaton, attended State Aid Rules Committee (discussed potential statute changes affecting road design), attended Airport Commission (work to improve financial reporting; Bemidji remains a strong candidate site for an electric aviation project; planning a local TSA PreCheck enrollment event with the Chamber).
- Councilmember Dickinson reported Visit Bemidji did not meet due to lack of quorum.
- Mayor Prince, attended Airport Commission, participated with League of Minnesota Cities Insurance Trust and the Association of Governmental Risk conference; reported on League of Minnesota Cities Board meeting and discussion on proposed state zoning legislation previously shared with Council, attended Greater Bemidji Board, Sanford Center Advisory Board and Joint Powers Fire meeting, reported on subcommittee work to schedule the city manager review, tentatively targeting March 16 following the regular council meeting.
- Councilmember Peterson attended Joint Powers Fire Board meeting.

CLOSED MEETING

Peterson stated that council will need to discuss in closed session for pending or threatened litigation, pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) to discuss appellate remedies concerning Court Order in consolidated boundary adjustment petitions with Northern Township, File Numbers OAH 71-0330-40846 and OAH 71-0330-40869. Peterson read into the record that the need for confidentiality outweighs the purposes served by the open-meeting law in this case based on the following:

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

Motion by Eaton, seconded by Dickinson to close the meeting pursuant to Minnesota Statutes Section 13D.05, Subd. 3(b) to discuss appellate remedies concerning Court Order in consolidated boundary adjustment petitions with Township, File Numbers OAH 71-0330-40846 and OAH 71-0330-40869. Motion carried by the following roll call vote: Yeas: Peterson, Thayer, Fiskevold Gould, Prince, Rivera, Eaton, Dickinson. Meeting closed at 7:35 p.m.

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

REOPEN MEETING

Having completed their business in closed meeting, Peterson reopened the City Council meeting at 8:03 p.m.

CLOSED MEETING

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

Motion by Eaton, seconded by Dickinson to close the meeting pursuant to Minnesota Statutes Section 13D.05, Subd. 3(c) to (1) determine the asking price for real or personal property to be sold by the government entity; (2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property. The property to be discussed is Parcel No. 80.00461.03 on Norris Court NW. Motion carried by the following roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Eaton, Fiskevold Gould, Peterson. Meeting closed at 8:06 p.m.

Those in attendance: Rich Spiczka, Robert Kringler and Michelle Miller

Council discussed an offer or counter-offer for Parcel No. 80.00461.03 on Norris Court NW in closed session.

REOPEN MEETING

Having completed their business in closed meeting, Peterson reopened the City Council meeting at 8:13 p.m.

UPCOMING MEETINGS

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

Councilmember Rivera requested to amend the agenda to add an item for discussion regarding the City's response to the February 13 letter from Northern Township concerning sewer service connection requests. Because the agenda had already been approved, Robert's Rules of Order required a two-thirds vote of the council to add a new item.

Motion by Rivera, seconded by Dickinson to have a discussion about next steps with Northern township related to utility/sewer connections. Motion failed by the following roll call vote: Yeas: Eaton, Dickinson, Rivera. Nays: Prince, Peterson, Thayer, Fiskevold Gould.

ADJOURN

There being no further business, motion by Eaton, seconded by Prince, to adjourn the meeting. Motion carried by the following roll call vote: Yeas: Dickinson, Fiskevold Gould, Prince, Eaton, Peterson, Thayer, Rivera. Meeting adjourned at 8:22 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

PROCEEDINGS
BEMIDJI, MINNESOTA
Regular Meeting – March 16, 2026

DRAFT

Pursuant to due call and notice, a regular meeting of the City Council of the City of Bemidji, Beltrami County, Minnesota, was held on Monday, March 16, 2026, at 6:00 p.m. in the Council Chambers of City Hall, Mayor Prince presiding.

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

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

AMENDMENTS TO AGENDA

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

MINUTES

The following minutes were presented for approval:
February 17, 2026 Council Meeting

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

CONSENT AGENDA

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

1. Claims Submitted by Finance Officer in the Amount Of \$2,324,103.54
2. Claims Submitted by Legends Global for the Sanford Center in the Amount of \$91,554.66
3. 2026 Business License Approvals
4. **RESOLUTION NO. 6689:** Revoking Liquor License for Marina, LLC, d/b/a Wasabi Sushi & Poke Bowl Pursuant to Minnesota Statutes Section 270C.72 and Department of Revenue Order
5. Approve Purchase of GPS Tablet from Frontier Precision (\$9,698.00)
6. Declare Surplus Equipment & Authorize Disposal (Parks)

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

CITIZENS WITH BUSINESS NOT ON AGENDA

- No appearance.

ORDINANCES

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

ORDINANCE NO. 230, 3RD SERIES, AN ORDINANCE Granting to Beltrami Electric Cooperative, Inc., a Minnesota cooperative corporation, its successors and assigns, permission to construct, operate, repair and maintain in the City of Bemidji, Minnesota, an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the city, its inhabitants, and others, and to use the public grounds and public ways of the city for such purposes was given a final reading and passed by the following roll call vote: Yeas: Fiskevold Gould, Eaton, Rivera, Peterson, Prince, Thayer. Absent: Dickinson.

Motion by Peterson, seconded by Eaton, approving publication of a summary of Ordinance No. 230, 3rd Series. Motion carried by the following roll call vote: Yeas: Peterson, Thayer, Fiskevold Gould, Prince, Rivera, Eaton. Absent: Dickinson.

RECESS

Prince called for a recess at 6:07 p.m. Meeting reconvened at 6:20 p.m. with the following members present: Prince, Fiskevold Gould (Webex-out of town), Peterson, Dickinson (6:20-Webex-out of town), Rivera, Eaton, Thayer.

BUSINESS

Consider Professional Services Agreement for Bemidji Rail Corridor - Bid Package #2

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

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

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

Firm	Design & Bidding Fee
Freeberg & Grund	\$ 19,300
Loucks	\$ 76,626

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

Only a portion of the DEED redevelopment grant funds were eligible as part of Bid Package #1 involving the soil clean-up & building removal project. Staff are estimating roughly \$300,000 in DEED redevelopment funds still available for this sanitary sewer and watermain replacement project

along with \$500,000 in sanitary sewer funds and \$500,000 in water utility funds set aside in the 2026 Capital Improvement Project to cover the estimated \$1 million total project cost, if needed.

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

Motion by Thayer, seconded by Peterson, authorizing the city manager to enter into a professional services agreement with Freeberg & Grund in the amount not to exceed \$19,300 for the design & bidding services for Rail Corridor Development – Bid Package #2. Motion carried by the following roll call vote: Yeas: Prince, Rivera, Thayer, Dickinson, Eaton, Fiskevold Gould, Peterson.

Consider Resolution Awarding Bid for 2026 Street Renewal Project - City Project 26-01

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

The streets that are proposed to be included are:

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

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

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

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

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

The Sparky's Construction, Inc. bid amount of \$1,230,221.13 will result in a total project cost of approximately \$1,414,750.00 after design engineering and construction inspection costs are added in. This is roughly \$118,000 less than the amount that was estimated for the project.

Funding sources are proposed to come from the following sources:

Street Assessments	\$ 126,442
General Tax Levy	\$ 535,000
Storm Sewer Fund	\$ 227,874

Sanitary Sewer Utility Fund	\$ 188,083
Sanitary Sewer Assessments	\$ 8,560
Water Utility Fund	\$ 322,371
Water Assessments	\$ 6,420
Construction Fund Reserves	\$ 0
Project Total:	\$1,414,750

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

RESOLUTION NO. 6690: Awarding Bid to Sparky's Construction, Inc. in the amount of \$1,230,221.13 for the 2026 Street Renewal Project, City Project 26-01 was offered by Councilmember Eaton, who moved its adoption, and upon due second by Councilmember Peterson passed by the following unanimous roll call vote: Yeas: Eaton, Prince, Peterson, Thayer, Dickinson, Rivera, Fiskevold Gould.

Consider City Policy Regarding Extension of Municipal Services

Spiczka provided information regarding the City of Bemidji policy and practice of not extending City services to any area or territory without annexation. The criteria and items often used to affirm that policy are as follows:

Tax Base: A municipality uses property taxes to establish funding to provide essential services to its residents and tax paying base. The ability to provide additional services is imperative to acquire tax base. In the event the City offered services outside its city limits, without annexation it could further hamper its ability to annex future property to the City's tax base. This concerns not only lands on the ability of the City to annex property, but also in its ability to preserve tax base. If the City of Bemidji were to provide services outside of its city limits there is the chance that properties would request to be detached from the City of Bemidji if they could maintain the same level of services outside of the City. The policy exists because tax base could be negatively affected if services were offered outside the City limits.

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

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

Bonds/Debt: The operation of essential services such as water and wastewater services come with an extreme investment in infrastructure at times. These investments require large projects to be

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

Other Points to consider:

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

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

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

Councilmembers supportive of reaffirming the policy provided the following:

- Emphasized serving current city residents and taxpayers first before considering any outside service.
- Cited protection of the city’s tax base, avoidance of detachment by previously annexed properties, and concern over long-term debt and infrastructure risk if serving areas outside city jurisdiction.
- Noted legal constraints that utility rates must be fair and reasonable, limiting the city’s ability to charge enough to fully cover added risk.
- Referred to negative precedents in other cities and the administrative law judge’s finding that the contested area could be served adequately by Northern Township (City of Northern).

Councilmembers supportive of reconsideration provided the following:

- Noted the policy is over 10 years old and should be formally reviewed and updated, including alignment with current statutes (Chapter 429) and actual city practices (e.g., alley assessment language).
- Wanted to keep options open to evaluate specific proposals where extension might make financial and community sense, with protections written into contracts.
- Suggested potential benefits, such as enabling service to underserved city parcels and supporting orderly development and annexation opportunities.

Motion by Eaton, seconded by Thayer, to reaffirm the policy of not extending utility services to areas and properties without annexation. Motion carried by the following roll call vote: Yeas: Fiskevold Gould, Prince, Eaton, Peterson, Thayer. Nays: Dickinson, Rivera

Consider Official Response to Northern Township Request for Discussion Regarding Wastewater Service Connection

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

versions of a response to Northern Township. Considering the action by council to reaffirm its policy to not extend city utility services without annexation the appropriate response would be to not meet and send version one of the draft letters.

Motion by Fiskevold Gould, seconded by Eaton to respond to Northern Townships request by sending version one of the draft letters to not meet regarding connection of city sewer services. Motion carried by the following roll call vote: Yeas: Peterson, Fiskevold Gould, Thayer, Prince, Eaton. Nays: Rivera, Dickinson.

COUNCIL COMMITTEE UPDATES

- Councilmember Rivera, reported on Parks & Trails Commission (bylaws review, CIP priorities, BSU partnership for watercraft rentals/outdoor programming at Diamond Point) and Public Arts Commission (preparing annual report; exploring artwork on trash receptacle covers; interest in refurbishing the wastewater treatment plant mural).
- Councilmember Thayer, reported on the Sustainability Commission (Earth Day planning including participation in Sanford Hospital's event, initial work on sustainability content for the comprehensive plan, and a planning department briefing on trail and compliance responsibilities).
- Councilmember Peterson, reported on the Fire Relief Association (awards and retirement ceremony scheduled, progress toward finalizing bylaws; election of a new vice president and trustee; addition of a new member; a retirement; and plans for a badge pinning ceremony in October).
- Councilmember Fiskevold Gould had no report.
- Councilmember Dickinson had no report.
- Councilmember Eaton, reported on an upcoming meeting for the Library Board (adoption of a reduction plan two full-time staff laid off; hours reduced to 39/week; closed Monday, Saturday, Sunday; new weekday hours effective March 30), upcoming Airport Authority meeting (noted upcoming presentation of the 2024 audit and an April 9 TSA PreCheck enrollment event in partnership with the Chamber), upcoming Kitchigami Regional Library System meeting (noted an upcoming meeting to review the Beltrami County library reduction plan and meet with the interim director).
- Mayor Prince, reported attending Bemidji Day at the Capitol with Councilmember Thayer and others (meeting with legislators on the city's legislative priorities, including disaster relief funding).

RECESS

Prince called for a recess at 7:28 p.m. Meeting reconvened at 7:33 p.m. with all members present.

CLOSED MEETING

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

Prince stated that the council will meet in closed session regarding the evaluation of the performance of the City of Bemidji, City Manager under Minnesota Statutes Section 13D.05, Subd. 3(a), and the employee is Richard Spiczka. City Manager Spiczka requested the meeting be closed.

Motion by Eaton, seconded by Peterson to close the meeting to consider City Manager Richard Spiczka semi-annual performance review under Minnesota Statutes, Section 13D.05, Subd. 3(a). Motion carried by the following roll call vote: Yeas: Thayer, Dickinson, Eaton, Rivera, Fiskevold Gould, Peterson, Prince. Meeting closed at 7:35 p.m.

The City Council met in closed session for the purpose of conducting the performance review of City Manager Rich Spiczka. Present in closed session: Chad Arneson

City Manager Spiczka was asked to join the closed meeting at 8:16 p.m.

Present in closed session: Rich Spiczka and Chad Arneson

Spiczka left the closed meeting at 9:41. The City Council met in closed session for the purpose of conducting the performance review of City Manager Rich Spiczka. Present in closed session: Chad Arneson.

REOPEN MEETING

Having completed their business in closed meeting, Prince reopened the City Council meeting at 10:03 p.m.

UPCOMING MEETINGS

- March 23, 2026 (5:30 p.m.) - Work Session
- April 6, 2026 (6:00 p.m.) – Council Meeting
- April 13, 2026 (5:30 p.m.) – Planning Board
- April 20, 2026 (6:00 p.m.) – Council Meeting

ADJOURN

There being no further business, motion by Peterson, seconded by Eaton, to adjourn the meeting. Motion carried by the following roll call vote: Yeas: Fiskevold Gould, Eaton, Rivera, Peterson, Prince, Dickinson, Thayer. Meeting adjourned at 10:05 p.m.

Respectfully submitted,



Michelle R. Miller
City Clerk

Bill List Summary

April 20th, 2026

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
44833	D-S Beverages	\$1,159.70
44838 - 44927	See Attached List	<u>684,135.54</u>
		\$685,295.24
	TOTAL	\$685,295.24

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 04/15/2026 - 11:27AM
Warrant Request Date: 4/21/2026
DAC Fund:

Batch: 00421.04.2026

COUNCIL BILL LIST



Line	Claimant	Voucher No.	Amount
1	106 Group	000044838	2,041.50
2	2B Recycling & Dumpster	000044839	3,300.00
3	A Stitch in Time	000044840	72.94
4	Acme Tools-Bemidji	000044841	2,299.04
5	Advanced Eng.& Environ.Serv., Inc.	000000000	2,804.50
6	ALPHA Video and Audio Inc.	000044842	705.88
7	Artisan Beer Company	000044843	758.00
8	Arvig	000044844	885.00
9	Auto Value Bemidji	000044845	51.48
10	Barr Engineering Company	000044846	16,222.75
11	Baycom, Inc.	000044847	24,323.00
12	Bellboy Corporation	000000000	680.20
13	Beltrami County Auditor/Treasurer	000044848	92,185.14
14	Beltrami County Solid Waste	000044849	1,121.75
15	Beltrami Electric Coop	000044850	1,229.89
16	Bemidji Coca-Cola Bottling Co, Inc	000044851	490.40
17	Bemidji Coop Ass'n, Inc.	000044852	398.82
18	Bemidji Downtown Alliance Board	000044853	2,073.28
19	Bemidji Paper Sales, Inc.	000044854	826.10
20	Bernick's	000000000	20,509.83
21	Bessler Electric	000044855	4,545.13
22	Bluefin Payment Systems	000000000	3,399.83
23	Bolton & Menk, Inc.	000044856	18,909.50
24	Bonded Lock & Key of Bemidji	000044857	8.95
25	Boyer Mechanical Services	000000000	776.09
26	Breakthru Beverage Minnesota Beer, LLC	000044858	250.03
27	Breakthru Beverage Minnesota Wine & Spirits, LLC	000044859	7,387.82
28	Campus Recreation	000044860	1,179.00
29	Cass County Sheriff's Office	000044861	90.00
30	City of Bemidji - ACH	000000000	14,249.51
31	CM2 Supply	000044862	118.37
32	Column Software PBC	000044863	427.90
33	Core & Main	000044864	7,119.79
34	CSG Forte Payments, Inc.	000000000	425.90
35	Culligan	000044865	399.00
36	Dahlheimer Beverage Brainerd	000000000	4,110.80
37	Division 25 LLC	000044866	500.00
38	D-S Beverages	000044867	34,355.78
39	Duininck	000044868	1,456.00
40	EAPC Architects Engineers	000044869	2,025.00
41	Ellingson Plumbing, Heating, A/C & Electrical	000044870	59,429.00
42	Fed Ex	000044871	174.44
43	Flaherty & Hood, P. A.	000044872	22,946.00
44	FleetPride, Inc.	000044873	239.98

Page Total: \$357,503.32

Line	Claimant	Voucher No.	Amount
45	Forum Communications Company	000000000	613.04
46	Freeberg & Grund, Inc.	000044874	5,184.00
47	Frenzel Construction, Inc.	000044875	1,752.93
48	Frontier Precision, Inc.	000044876	9,698.00
49	Gaslin Garage Door	000044877	5,940.00
50	Great River Rescue	000044878	600.00
51	HBI Radio Bemidji	000044879	357.00
52	HRP Small Engine & Powersport Repair	000044880	114.18
53	Image Photography & Camera Corner	000044881	400.00
54	Ink Spot Press	000044882	277.45
55	Ironhide Equipment, Inc.	000000000	47.82
56	JCD Property LLC	000044883	50.00
57	Jim Hirt Trucking, Inc	000044884	1,259.06
58	Johnson Bros., Inc.	000044885	23,184.02
59	Johnson, Britani	000000000	20.00
60	Kenny's	000044886	197.95
61	KKWB-FM DE LA HUNT MEDIA	000044887	200.00
62	Larry's Machine Shop	000044888	78.01
63	League of MN Insurance Trust	000044889	5,000.00
64	Luekens Village Foods North	000044890	49.56
65	Marco, Inc.	000000000	148.90
66	Markert,David	000000000	169.00
67	Martin,Kyle	000000000	292.45
68	Mastin,Mike	000000000	54.00
69	McKinnon Co., Inc.	000044891	9,691.27
70	Menards-Bemidji	000044892	1,510.90
71	Miller,Kent	000000000	106.28
72	MN Office Of Cannabis - ACH	000000000	501.00
73	MN Valley Testing Lab, Inc.	000000000	469.50
74	Mobile Repair Service & Equipment, Inc.	000044893	1,398.09
75	NAPA Auto Parts/Premier	000044894	367.50
76	Naylor Heating & Refrigeration, LLC	000000000	1,739.17
77	Nei Bottling, Inc.	000044895	225.75
78	Neopost-ACH	000000000	50.00
79	Oxford Street Merchants	000044896	348.00
80	Paustis & Sons	000044897	326.00
81	Phillips Wine & Spirits	000044898	19,202.26
82	Portable Welding	000044899	350.00
83	Poster Compliance Center	000044900	863.40
84	Postmaster	000044901	2,128.63
85	Prince,Jorge	000000000	370.25
86	Rautio,Mitch	000044902	227.85
87	Red Pine Estates	000044903	500.00
88	Rice Lake Construction Group	000044904	116,337.48
89	Richards Publishing Company	000044905	533.69
90	RMB Environmental Laboratories, Inc.	000044906	1,821.44
91	Roger's Two Way Radio, Inc.	000044907	832.50
92	SafeAssure Consultants	000044908	16,172.42
93	Sanford Health Occupational Med.	000044909	324.00
94	Sanitation Products Inc.	000044910	78.94
95	Schroeder,Scott	000000000	67.00
96	Short Elliott Hendrickson, Inc.	000044911	5,098.40
97	Skeeter Stitch	000044912	212.95
98	Small Lot MN	000044913	4,087.92
99	Southern Glazer's of MN	000044914	13,351.01
100	Southside Tow & Rec, Inc	000044915	1,728.09
101	Springbrook Software LLC	000000000	1,785.00

Page Total: \$258,494.06

Line	Claimant	Voucher No.	Amount
102	Stittsworth,Diana	000000000	68.51
103	Superior Outdoors LLC	000044916	211.25
104	T & K Outdoors, Inc.	000044917	160.00
105	TC Recycling	000044918	2,280.00
106	Team Laboratory Chemical, LLC	000044919	4,380.00
107	Tennant Sales and Service Company	000000000	584.39
108	Thayer,Audrey	000000000	386.25
109	The Party Store	000044920	982.75
110	THe Wehrman Collaborative, LLC	000000000	7,000.00
111	The Wine Company	000044921	1,307.50
112	Thomson Reuters-West	000044922	1,028.45
113	Town Law Center PLLP	000044923	1,745.00
114	TRAFx Reasearch Ltd	000044924	500.00
115	UPS Store	000044925	34.54
116	US Bank Merchant Billing	000000000	602.77
117	Vestis	000044926	742.89
118	Vinocopia, Inc.	000000000	1,731.50
119	Wells Fargo.Business Track	000000000	1,905.62
120	Wells Fargo-ACH	000000000	35,861.28
121	Wes Plumbing & Heating	000044927	636.69
122	Whichello,Nicholas	000000000	141.00
123	Ziegler, Inc.	000000000	5,847.77
Page Total:			\$68,138.16
Grand Total:			\$684,135.54

**Sanford Center
Cash Requirements
As of Apr 21, 2026**

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

Vendor	Description	Date	Amount Due
Ace on the Lake	Kitchen Repair	4/7/26	19.51
Battery Wholesale Inc	JLG Machine Batteries	4/7/26	124.76
Bemidji Coca-Cola Company	CM: Inventory - Beverage	4/2/26	-72.00
Bemidji Coca-Cola Company	Inventory - Beverage	4/2/26	288.00
Bemidji Coca-Cola Company	Inventory - Beverage	4/2/26	1,391.16
Bemidji Coca-Cola Company	Inventory - Beverage	4/2/26	180.00
Bemidji Coca-Cola Company	Inventory - Beverage	4/10/26	787.00
Bemidji Coca-Cola Company	CM: Inventory - Beverage	4/10/26	-45.00
Bemidji Coca-Cola Company	Bemidji Coca-Cola Company		2,529.16
Carbonhouse	Website Host	4/1/26	700.00
City of Bemidji	Utility - Water & Sewer	3/31/26	3,676.48
D-S Beverages Inc	Inventory - Beer	4/2/26	249.25
G & R Controls Inc	HVAC Maintenance	3/24/26	206.25
Hard Target, Inc.	Contracted EMT & Security Reimbursable	4/1/26	878.75
HBI Radio Bemidji	Event Marketing Reimbursable	3/31/26	264.00
HBI Radio Bemidji	Event Marketing Reimbursable	4/1/26	208.00
HBI Radio Bemidji	HBI Radio Bemidji		472.00
Legends Global	W-2 Payroll Tax Reporting Fee	3/31/26	581.28
Legends Global	April Management Fee	4/3/26	10,609.00
Legends Global	April IT Fees	4/6/26	1,163.00
Legends Global	Corporate Finance Support	4/8/26	4,375.00
Legends Global	Workday HR Software	4/10/26	5,723.00
Legends Global	Legends Global		22,451.28
Lil' Bitty Donuts LLC	Contracted F&B Payment	4/13/26	2,397.71
Leech Lake Band of Ojibwe	Event Marketing Reimbursable	4/15/26	75.00
Luekens Village Foods - North	Inventory - Food	4/6/26	20.38
Luekens Village Foods - South	Inventory - Food	4/11/26	30.32
Marco Technologies LLC	Copier/Printer Rental	4/7/26	463.47
Marsh USA LLC	General Liability Insurance	4/1/26	4,806.00
Marsh USA LLC	Workers Comp Insurance	4/3/26	2,132.00

**Sanford Center
Cash Requirements
As of Apr 21, 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
Marsh USA LLC	Marsh USA LLC		6,938.00
NLFX Professional	Contracted AV Reimbursable	4/1/26	45.00
Dennis A. Noska	HVAC Maintenance	3/26/26	250.00
ODP Business Solutions, LLC	Office Supplies	4/8/26	159.04
Orbis Payment Services, Inc	PCI Compliance	4/6/26	115.00
Papa Murphy's Pizza	Inventory - Food	4/2/26	110.00
Papa Murphy's Pizza	Inventory - Food	4/2/26	13,831.50
Papa Murphy's Pizza	Inventory - Food	4/2/26	2,712.00
Papa Murphy's Pizza	Inventory - Food	4/2/26	3,053.50
Papa Murphy's Pizza	Papa Murphy's Pizza		19,707.00
Performance Food Group	Inventory - Food	4/8/26	-645.09
Performance Food Group	Inventory - Food	4/8/26	3,724.04
Performance Food Group	Inventory - Food	4/10/26	3,711.40
Performance Food Group	Inventory - Food	4/15/26	1,648.43
Performance Food Group	Performance Food Group		8,438.78
Sandra McBride	Event Registration Refund	4/1/26	135.63
Schindler Elevator Corporation	Elevator Maintenance	4/1/26	2,237.22
Social Indoor	Event Marketing Reimbursable	4/1/26	400.00
Sysco Western Minnesota, Inc	CM: Inventory - Food	4/4/26	-6.86
Sysco Western Minnesota, Inc	CM: Inventory - Food	4/6/26	-49.99
Sysco Western Minnesota, Inc	Inventory - Food	4/14/26	1,521.36
Sysco Western Minnesota, Inc	Sysco Western Minnesota, Inc		1,464.51
T&K Outdoors, Inc	Storage Unit Rental	4/7/26	100.00
T&K Outdoors, Inc	Storage Unit Rental	4/7/26	100.00
T&K Outdoors, Inc	T&K Outdoors, Inc		200.00
The Party Store LLC	Event Supplies Reimbursable	3/30/26	5,737.25
UKG Inc	Annual Scheduling Software	4/12/26	1,500.00
Vestis Group, Inc	Laundry & Linen	4/2/26	165.92
Vestis Group, Inc	Laundry & Linen	4/9/26	165.92

**Sanford Center
Cash Requirements
As of Apr 21, 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
Vestis Group, Inc	Vestis Group, Inc		331.84
WM Corporate Services, Inc	Event Roll Off Reimbursable	4/1/26	105.00
WM Corporate Services, Inc	Utility - Trash Removal	4/2/26	1,381.72
WM Corporate Services, Inc	WM Corporate Services, Inc		1,486.72
			83,440.31

BUSINESS LICENSES APPROVALS - 2026

Type of License	Business Name	Business Location	Fee Paid
Fireworks Non-exclusive			
	WALMART SUPERCENTER #3233	2025 PAUL BUNYAN DR NW	\$100.00
Hemp Business Initial Registration			
	TOBACCO & VAPES	508 PAUL BUNYAN DR NW	\$125.00
	State License Expiration Date: March 19, 2027		
	TOBACCO & VAPES (DOWNTOWN)	117 2ND ST NW	\$125.00
	State License Expiration Date: March 19, 2027		
Hemp Business Registration 1st Renewal			
	TOBACCO & VAPES	508 PAUL BUNYAN DR NW	\$125.00
	State License Expiration Date: March 19, 2027		
	TOBACCO & VAPES (DOWNTOWN)	117 2ND ST NW	\$125.00
	State License Expiration Date: March 18, 2027		
Plumber			
	DONE RIGHT PLUMBING LLC	WITHIN BEMIDJI CITY LIMITS	\$95.00
	PC150011		
Tree Service			
	JN TREE SERVICE & LANDSCAPE	WITHIN BEMIDJI CITY LIMITS	\$65.00
	NATURE'S EDGE GARDEN CENTER INC.	WITHIN BEMIDJI CITY LIMITS	\$65.00

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026

Action Requested: Approve Special Event Permit for Ride for the Troops (June 6-7)

Prepared By: Michelle Miller, City Clerk

Background:

Ride for the Troops has submitted an application for the Annual Motorcycle Ride for the Troops event on Saturday and Sunday, June 6-7. The event will begin and end at Neilson Avenue SE (Eagles Club). Staff have reviewed the application and have no issues with the event.

Recommendation:

Approve Special Event Permit for Ride for the Troops (June 6-7).

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): Ride for the Troops

Address: P.O. Box 392

Event Contact Name (Required): Mark Ricci

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

Cell Phone (Required): (218) 368-6336

Event Contact Email (Required): [REDACTED]

Event Contact Name #2 (Required): Val Ahrens

Contact #2 Phone (Required): (218) 214-1147

Event Information

Event Name: Ride for the Troops 20th Anniverary Ride

Event Date(s): June 6-7, 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: Nielson Ave SE

Special Event Application



Event Time: Start: 06/06 10:00 am End: 6/07 5:00 pm

Set-up Time: 06/06/2026 8:00 am

Clean-up Time: 6/07/2026 6:00 pm

Expected Daily Attendance: 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: Car Show Saturday and Motorcycle Ride Sunday

Please provide a description of your event:

Friday Night - Activities are inside the Eagles

Saturday- Car, Truck & Bike show on Saturday from 11:00 am - 2:00 pm.

Live Music - Ryan Pells 4:00 pm - 6:00 pm

Jed Mulligan and Elvis 7:00 pm - 10:00 pm

Sunday -Buffet breakfast starting at 9:00 am, Recognition and awards at 10:30 am

National Anthem 10:55 am, Kickstands up the Long Ride starts at 11:00 am, Ride returns @ 3:30 for food and awards. Clean up 4:30-6:00

200-275 Riders and quests-Will stage on Nielson Ave SE from 8:00 am until 11:00am. The ride will leave Bemidji Eagles Club at Noon and travel south to Becida Road and drive to Zerkel, Mn.

Ride will return Sunday between 3:45-4:15. Roughly 100-180 riders will return back to the Eagles Club. Road will not be blocked off for the return. As riders and guest can use available parking in front of the Eagles Club as well as the back parking lot.

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: Live music Saturday Night until 10:00 pm. PA Speakers to launch Ride Sunday Morning at 11:00 am,

Electricity (Required):

(Select only one option)

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

- ☐ Yes
- ☒ No

Tents/Structures

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

Special Event Application



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

Special Event Signs

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

☐ Yes Location requested: _____

No

☐

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

Tents or Canopies (Required):

☒ Yes

☐ No

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

1 40 X 40 tent Frame Tent - No Drilling required

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 Bemidji Eagles Club

☐ 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: 10

Number of Barricades Requested: 4

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

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: 2 Port-Able Johns

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.

- 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.
- 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?	Yes
Date(s) of requested street closure:	06/06/2026-06/07/2026
Street Name(s) and/or number to be closed:	1270 Neilson Ave SE, Bemidji, MN 56601
Start Time of Street Closure:	Between Pioneer St Se & To Mahnomen Dr Se 9:00 am - 06/06/2026
End Time of Street Closure:	4:30 pm 06/07/2026
Number of No Parking Signs Requested:	0

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: _____

A handwritten signature in black ink, appearing to be "M. R.", is written over the signature line.

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



Ride for the Troops – 20th Annual Event Packet

Event Overview

Ride for the Troops is a community motorcycle ride and veteran support event hosted at the Bemidji Eagles Club. The 20th Annual event will take place June 5–7, 2026 and includes a car show, live music, and the annual motorcycle ride.

Location

Bemidji Eagles Club – 1270 Neilson Ave SE, Bemidji, MN. Primary event activity occurs on the Eagles Club property and Neilson Ave SE with temporary street closures.

Schedule

Friday: Setup.

- | | |
|-------------------------|--|
| Friday – 6:00 – 7:00 pm | - Eagles 1 st Friday of the Month –
Walleye Dinner |
| 7:00 – 10:00 pm | - Rick Adams |

Saturday:

- | | |
|--------------------|--|
| 11:00 am–2:00 pm | - Car Show |
| Noon – 3:00 pm | - Scavenger Hunt |
| 4:00 pm – 6:00 pm | - Fools Gold |
| 7:00 pm – 10:00 pm | - Jed Mulligan |
| 8:00 pm–10:00 pm | - Ride for the Troops Bonfire & Smores’. |

Sunday:

- | | |
|----------|--|
| 9:00 am | -Buffet breakfast starting |
| 10:30 am | -Recognition and awards |
| 10:55 am | -National Anthem |
| 11:00 am | -20 th Annual Ride for the Troops |

Ride returns Sunday afternoon

- | | |
|-------------|------------------------------------|
| 3:00 – 5:00 | -Awards / Winners food and drinks. |
|-------------|------------------------------------|

Safety & Logistics

Orange snow fence- North along - Pioneer St SE

West along Neilson Ave along the ditch Highway-197

South along Mahnomen Drive SE

Barricades - Pioneer St & Neilson Ave and Mahnomen Dr & Neilson Ave.

Volunteers manage traffic and allow emergency access if necessary.

Site Layout Diagram



Setup

Tent will be set-up Thursday night or Friday morning- With Barricades & orange cones around it until Saturday morning.

Neilson Ave will be blocked off Saturday morning at 9:00 am until Sunday afternoon at 6:00 pm.

Sponsors & Community Support

The event raises funds and awareness for military members and veterans while bringing visitors to Bemidji.

Certificate of Insurance

Certificate of Insurance for commercial general liability, auto liability, and liquor liability, naming the City of Bemidji as additional insured and Certificate holder for up to \$2,000,000. Will be delivered May 1st, 2026 from North Risk Partners in Bemidji.



Ride for the Troops

20th Annual *Event Operations*

Command Structure

Event Director – Mark Ricci
Volunteer Coordinator – Val Ahrens
Traffic Control Lead – John Ruetter
Music/Stage Manager – Brandon Knutson
Registration Lead - Patricia

Setup Procedures

Friday afternoon setup includes tent installation, sound system placement, and barricade staging.

Traffic Management

Volunteers placed at each barricade location and along Neilson Ave during peak activity.

Volunteer Responsibilities

Registration desk, traffic control, parking guidance, rider staging, and cleanup crew.

Cleanup Procedures

All trash collected and removed within three hours after event close.

Security Services

Two Bemidji Eagles Staff / Members with previous security experience

Contacting –

Hard Target Security Services of Bemidji
Critical Infrastructure Protection Services
For an additional two (2) Security personnel

Also, in contact with Bemidji PD Chief Maston on hiring City police officers in place of security.

Emergency Services

Moveable barricades with ten feet for First responders and emergency vehicles to pass through on both end of Nielson Ave.



Ride for the Troops 2026

Emergency Management Plan

Emergency Contacts

Bemidji Police Department: 218-333-9111

Fire Department: 911

Event Coordinator: Mark Ricci – 218-368-6336

Val Ahrens – 218-214-1147

Board Members John Rueter – 218-252-3729

Ryan Kieson – 218-760-5159

Medical Plan

First aid kits will be available at the registration tent. In case of serious injury emergency services will be contacted immediately.

Severe Weather Plan

If severe weather occurs, announcements will be made via the PA system and participants directed inside the Eagles Club building.

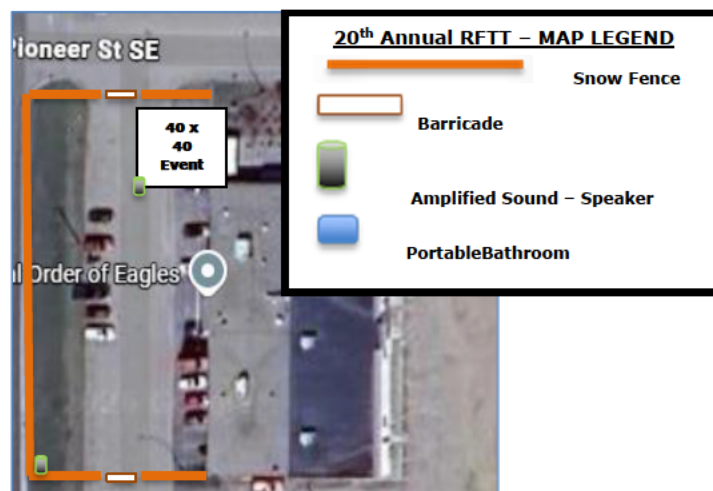
Evacuation Plan

Volunteers will guide participants to safe indoor areas or clear the street area for emergency vehicles.

Emergency Access

Barricades at Pioneer St and Mahnomen Dr can be removed to allow emergency vehicles access.

Event Site Map



CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026

Action Requested: Approve Special Event Permit for 2026 Bike Bemidji - Loop the Lake

Prepared By: Michelle Miller, City Clerk

Background:

Bike Bemidji has submitted an application for the 2026 Loop the Lake event taking place on June 20. The event will start and finish at South Shore Park, which will close the parking lot for the park. A portion of Lake Shore Drive and Central Avenue at the roundabout will be closed briefly at the start of the event. The route will follow the Paul Bunyan State Trail, city sidewalks and roads as well as roadways outside of city limits. The finish area will include food, music and various vendors. Event parking and portable restrooms will be available in the South Shore parking lot. Staff have reviewed the application and have no issues with the event.

Recommendation:

Approve Special Event Permit for 2026 Bike Bemidji - Loop the Lake

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): Bike Bemidji- Loop the Lake Festival

Address: PO Box 864 Bemidji, MN 56619

Event Contact Name (Required): Muriel Gilman

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

Cell Phone (Required): (218) 766-0926

Event Contact Email (Required): XXXXXXXXXX@XXXXXXXXXX

Event Contact Name #2 (Required): Jamie Anderson

Contact #2 Phone (Required): (612) 201-2567

Event Information

Event Name: Loop the Lake Festival- Family Biking Event

Event Date(s): Set Up June 18, Event June 20, Take Down June 21

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: South Shore Park will be the starting ending
bikers will take trail through Paul Bunyan Park, Library Park, Diamond Point

Special Event Application



Event Time: Start: 7:30am End: 1:30pm

Set-up Time: 6:00am

Clean-up Time: 1:00pm

Expected Daily Attendance: 950

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:

Family friendly bike ride with several rest stops along the way. The start and finish area will be a South Shore Park, closing park parking lot. The route will go on the Paul Bunyan State Trail, city sidewalks and roads as well as road ways outside of city limits. The finish area will include food, music, and various vendors.

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: Small band with speaker and mic

Electricity (Required):

(Select only one option)

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

- ☒ Yes
- ☐ No

Tents/Structures

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

Special Event Application



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

Special Event Signs

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

☐ Yes Location requested: No banners

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:

4-6 10x10 tents in parking lot- using weights
1 10x20 tent in grassy area placed by Northern Event Rentals

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 will be donated

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

Number of Barricades Requested: 8

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

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

Bike Racks Requested: 6

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: Port A John

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?

Closing South Shore Parking Lot

Date(s) of requested street closure:

Closing small portion of Lake Shore at start time

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

See map for details

Start Time of Street Closure:

Between _____ & To _____

End Time of Street Closure:

Closing from 6am-10:30am

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 Map Banner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

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

Vehicle Policy

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

Special Event Application



Applicant Signature

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

Signature: _____

Jamie Anderson

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



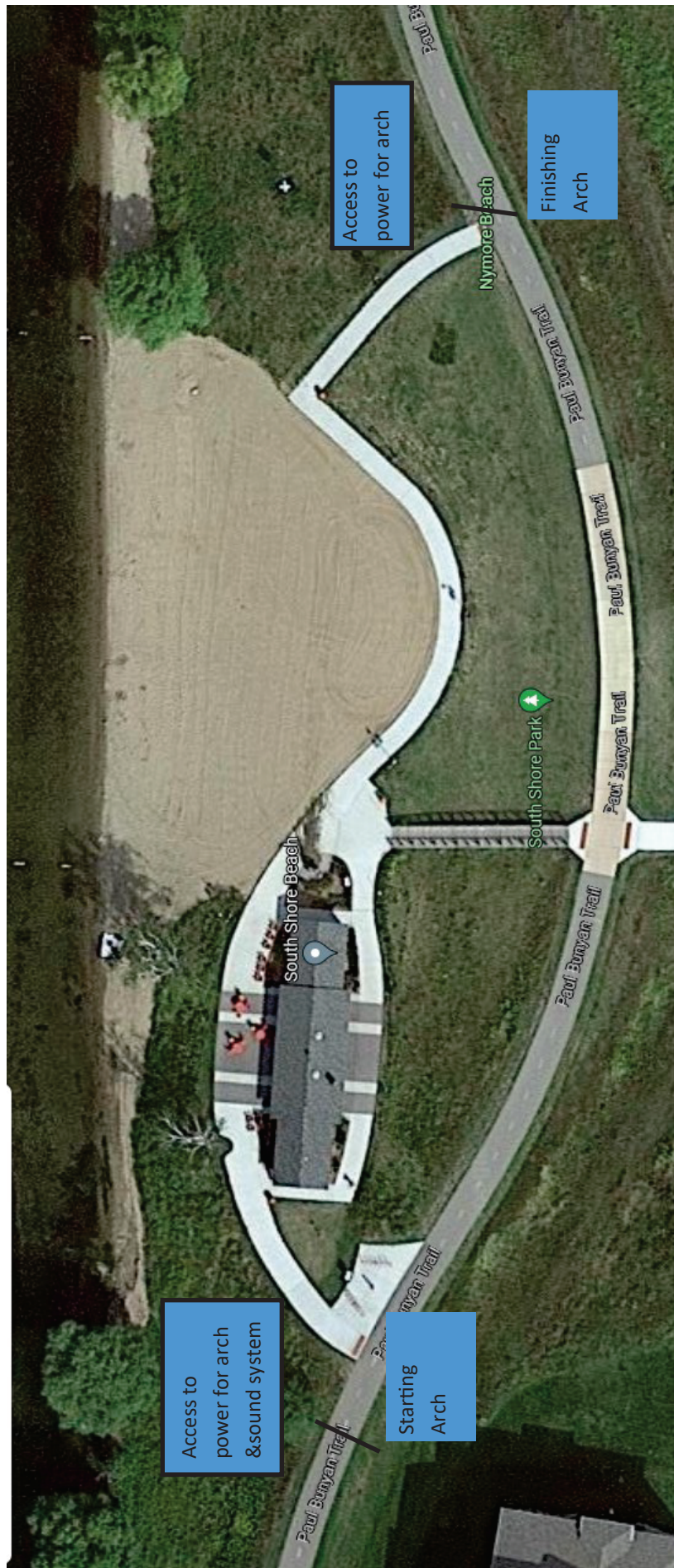
Loop the Lake Festival



- 1) Start - Sanford Event Center Parking Lot
 - 2) Paul Bunyan Park
 - 3) Diamond Point Park
 - 4) Cameron Park
 - 5) Ruttger's Birchmont Lodge
 - 6) Lake Bemidji State Park
 - 7) Whitetail Rd. Trail Access on Paul Bunyan Trail
 - 8) Mississippi River Bridge on Paul Bunyan Trail
 - 9) Finish - Sanford Event Center Parking Lot
- Restroom
 - Water
 - Music
 - Food & Beverages
 - Photo Op
 - Mechanical Assistance







CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026

Action Requested: Approve Special Event Permit for 2026 Mississippi Music Summer Concert Series

Prepared By: Michelle Miller, City Clerk

Background:

Mississippi Music has submitted an application for their 2026 Summer Concert Series to be held on Wednesdays in June, July and August at the waterfront. Staff have reviewed the application and have no issues with the event.

Recommendation:

Approve Special Event Permit for 2026 Mississippi Music Summer Concert Series

Special Event Application

APR 02 2025 **Bemidji**
First City On The Mississippi

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): Mississippi Music

Address: 621 Lake Blvd, NE, P.O. Box 363, Bemidji, MN 56619-0363

Event Contact Name (Required): Kristi Miller

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

Cell Phone (Required): (218) 209-8543

Event Contact Email (Required): [REDACTED]

Event Contact Name #2 (Required): Megan Hill

Contact #2 Phone (Required): (218) 208-8282

Event Information

Event Name: Mississippi Music at the Bemidji Waterfront

Event Date(s): June 10, 17, July 8, 15, 22, Aug 5, 12

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: Lakeshore north of Paul and Babe

Special Event Application



Event Time: Start: 6:00PM End: 8:00PM
Set-up Time: 2:00PM
Clean-up Time: Site cleaned by 9PM each Wednesday
Expected Daily Attendance: 300 - 500

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:

Mississippi Music provides a band for listening and dancing at the waterfront north of Paul and Babe, on the Wednesdays listed, for folks of all ages. Local business, Bemidji Brewing, provides beer in a roped off area that meets state and city guidelines for serving alcoholic beverages. Local sponsorships include: First National Bank, Security State Bank, Paul Bunyan Communications, Sanford Health, Ottertail Power, Knife River, Harmony Foods and North Central Door.

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: Provided by 218 Productions with speakers pointed to the north and kept low.

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: We place 2 banners on the hill up by Bemidji Ave.

☐ 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: 2 to 3

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: 0

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
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: 4 from Porta-Johns

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.

- 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.
- 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 Map Banner and a written document of the proposed route of the event. All proposed Route Maps are subject to approval. The use of any roads outside the parkways or parks, such as city streets are subject to approval. For a more detailed route map, use mapmyrun.com (this is a free website), Bing maps or Google maps.

Detour Map

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

Vehicle Policy

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

Special Event Application



Applicant Signature

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

Signature: _____

Megan Hill

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

MISSISSIPPI
MUSIC
at Paul Bunyan
Park
Bemidji, MN

portapotties

ENTRANCE

Regular
seating

Beer
Garden

For 21 +
older
attendees

Lake
Bemidji

E

stage

ENTRANCE

Beer
Wagon
+ tent

Walkway

POND

foot
vendors

TIC

Paul +
Babe

S



CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026

Action Requested: Approve the purchase of the 2026 GMC 1/2 ton truck

Prepared By: Scott Schroeder, Director of Parks & Trails

Background:

The recent sale of surplus Parks & Trails equipment has generated sufficient funds to support the purchase of a 1/2-ton truck. The total cost of the vehicle, \$46,507.56, is within the approved and budgeted amount.

This vehicle will play a key role in supporting the daily operations of the Parks & Trails Department, improving staff efficiency, response time, and overall service delivery across park facilities and trail systems.

This purchase also reinforces the importance of maintaining a well-organized Capital Improvement Plan (CIP). Proactive planning and disciplined asset management allow the department to strategically replace aging equipment, respond to operational needs, and take advantage of available funding opportunities such as proceeds from surplus sales without placing unexpected strain on the budget. A structured CIP ensures transparency, prioritization of needs, and long-term sustainability of department resources.

North Country GM State Contract Price: \$46,507.56

TOTAL: \$46,507.56

Recommendation:

It is recommended that the City Council pass a motion approving the purchase of the 2026 GMC 1500 from North Country GM for the purchase price of \$46,507.56.

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026

Action Requested: Approve the Purchase of Services Rendered from Bessler Electric

Prepared By: Scott Schroeder, Parks & Trails Director

Background:

Library Park serves as a central gathering space for several well-attended community events throughout the year, including First City of Lights Christmas displays, the Dragon Boat Festival, and Art in the Park. These events bring significant activity to the park and rely heavily on safe and dependable electrical access.

Over time, the underground electrical infrastructure has deteriorated and has become increasingly problematic for event organizers. We've seen ongoing issues that make it more difficult for community groups to host successful events, and in some cases require temporary fixes that are not ideal. The proposed project would replace the aging system with new direct-bury electrical throughout the park, along with the installation of seven new pedestals equipped with 20-amp service outlets.

This will provide a safer, more reliable setup and better support the needs of these events moving forward. This work is a practical step toward maintaining the park as a functional and welcoming space for the community, while also reducing recurring issues and staff time spent troubleshooting temporary solutions.

Staff received two quotes for services rendered. Bessler Electric of Bemidji, MN was the lowest bid at \$12,978.86. City staff have used Bessler Electric in the past for an array of electrical needs.

Bessler Electric- \$12,978.86
Hanson Contracting- \$27,000

Recommendation:

It is recommended that the City Council approve a motion authorizing the use of services from Bessler Electric of Bemidji, MN, in the amount of \$12,978.86, for the installation of a new electrical system throughout Library Park. This project will be funded through the Parks & Trails 2026 budget.

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026
Action Requested: Approval of the Agreement between BSU and the City
Prepared By: Scott Schroeder, Parks & Trails Director

Background:

For many years prior to 2024, Bemidji State University (BSU) offered watercraft rentals and outdoor recreation programming to the public out of the Jiigibiig building at Diamond Point Park. The outdoor programming offered by BSU was very well received, not only by students of BSU, but by the many residents and visitors who also utilized the services offered. Due to unfortunate budget cuts within BSU, the program was discontinued.

The City has since reached out to BSU to gauge interest in restarting the program, with the understanding that the building would be provided without a monetary lease fee. If resumed, Bemidji State University will be offering watercraft rentals and outdoor programming out of the Jiigibiig building located at Diamond Point Park. BSU will operate the facility similarly to how it has been managed in the past. Programming will include the use of both BSU-owned equipment and watercraft equipment provided by the City. This partnership will expand outdoor recreation opportunities for BSU students, residents and visitors while maximizing the use of the facility and available resources.

The agreement has been reviewed and approved by legal counsel for both parties and is now ready to move forward in the approval process. The agreement was presented to the Parks & Trails Commission, where the agreement was supported and recommended going before council for approval. This process ensures the agreement has been thoroughly vetted and allows for a transparent, step-by-step review prior to final adoption.

Recommendation:

It is recommended that the City Council approve the agreement between the City of Bemidji and Bemidji State University (BSU) for the use of the Jiigibiig building at Diamond Point Park for outdoor recreation programming and watercraft rentals.

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 Trails Department, in its discretion, before they are publicly released. The Park and Trails 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 its 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: _____

EXHIBIT A

Depiction of Facility and park premises

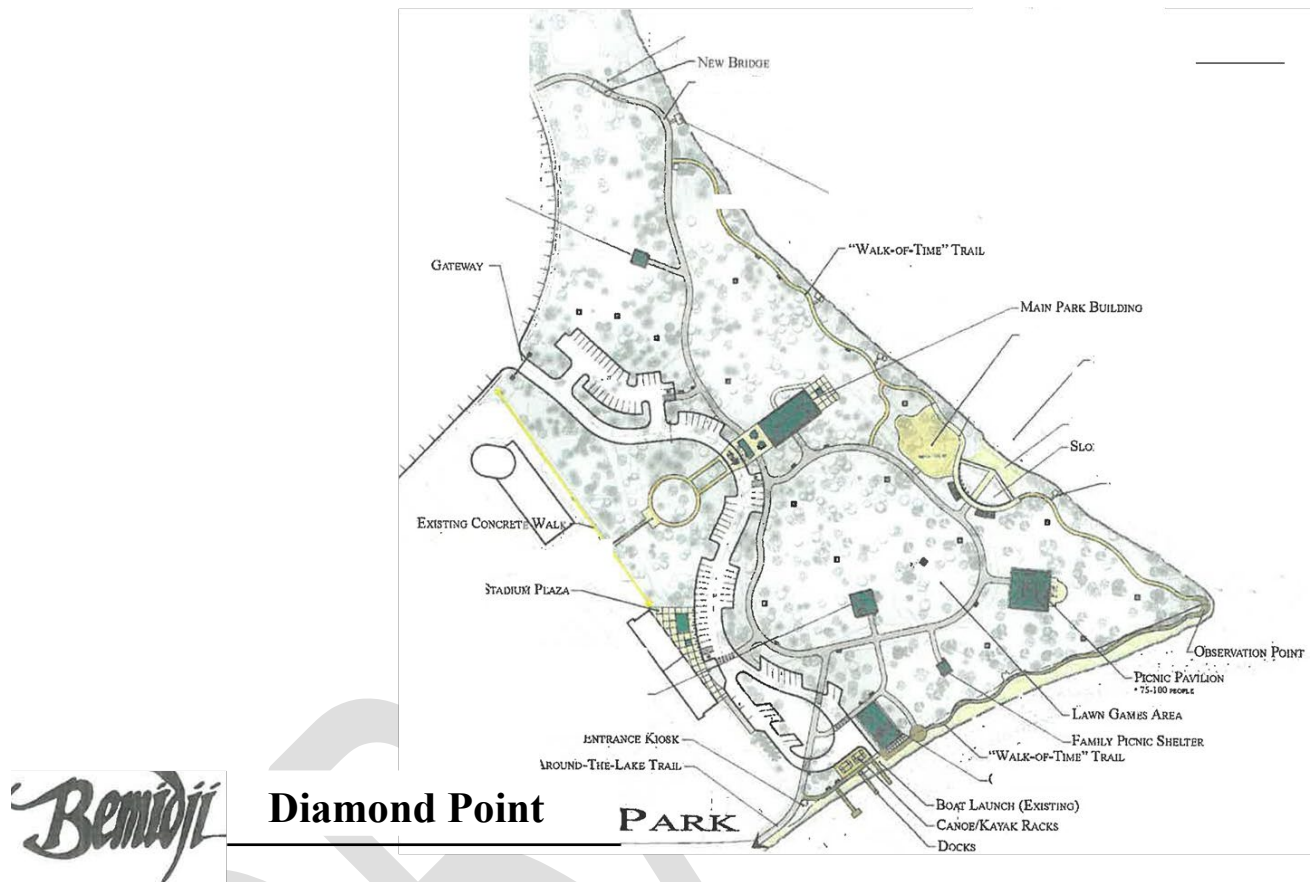


EXHIBIT B

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	

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026
Action Requested: Approve Quote for 2026 Sanitary Sewer Slip Lining Project
Prepared By: Todd Anderson Water/Sewer/Refuse Superintendent

Background:

The Sanitary Sewer Capital Improvement Plan (CIP) includes an allotment of \$160,000 for slip lining various sections of old clay tile sanitary sewer. These existing city sewer mains run in between the back yards and/or narrow alleyways of houses and businesses and thus they cannot be dug up and replaced as economically as slip lining or also called “cured in place”. Many of these mains also have no recorded utility easements in place for them. Because of these conditions they are not dug up and repaired or replaced and thus they must be “slip lined” in place. This process installs a flexible PVC liner in the old pipe which is then inflated and hardened to become a new in-place PVC pipe.

The proposed work for 2026 includes approximately 2710 lineal feet of 8 inch sewer pipe will be lined. We obtained two quotes from specialized vendors that perform this work. The quotes are:

Visu-Sewer	\$ 128,145.00
Veit Contracting	\$ 203,900.00

The project will be funded using sanitary sewer utility funds.

Recommendation:

It is recommended that the city council pass a motion awarding the quote for the 2026 Sanitary Sewer Slip Lining Project to Visu-Sewer in the amount of \$128,145.00

RECOMMENDED PAYMENT SCHEDULE

Item Number	Description	Est. Qty.	Unit	Unit Price \$	Total Price \$
	GENERAL ITEMS				
1.	Mobilization	1	Lump Sum	\$11,000.00	\$11,000.00
2.	Traffic Control	1	Lump Sum	\$250.00	\$250.00
3.	Bypass Pumping	1	Lump Sum	\$500.00	\$500.00
	CURED-IN-PLACE-PIPE				
4.	8" CIPP Installed	2710	Linear Foot	\$39.50	\$107,045.00
	OTHER PAY ITEMS				
5.	Removal of Protruding Taps	5	Per each	\$350.00	\$1,750.00
6.	Reinstatement of Service Laterals	38	Per each	\$200.00	\$7,600.00
	TOTAL BID **				\$128,145.00

A completion date for slip lining to be completed by November 10, 2026. To the best of our knowledge all manhole depths are 15 feet or less.

Quotes are requested by April 14th 2026, for any further questions or information contact Todd Anderson at 218-333-1854, a site visit is recommended. Mail to 1351 5th Street NW Bemidji MN 56601 or e-mail to todd.anderson@ci.bemidji.mn.us Thank you

Visu-Sewer, LLC
W230N4855 Betker Dr.
Pewaukee, WI 53072

Todd Stelmacher
tstelmacher@visu-sewer.com

RECOMMENDED PAYMENT SCHEDULE

Item Number	Description	Est. Qty.	Unit	Unit Price \$	Total Price \$
	GENERAL ITEMS				
1.	Mobilization	1	Lump Sum	5000 ⁰⁰	5000 ⁰⁰
2.	Traffic Control	1	Lump Sum	500 ⁰⁰	500 ⁰⁰
3.	Bypass Pumping	1	Lump Sum	500 ⁰⁰	500 ⁰⁰
	CURED-IN-PLACE-PIPE				
4.	8" CIPP Installed	2710	Linear Foot	70 ⁰⁰	189,700
	OTHER PAY ITEMS				
5.	Removal of Protruding Taps	5	Per each	500 ⁰⁰	2500 ⁰⁰
6.	Reinstatement of Service Laterals	38	Per each	150 ⁰⁰	5700 ⁰⁰
	TOTAL BID **				203,900 ⁰⁰

A completion date for slip lining to be completed by November 10, 2026. To the best of our knowledge all manhole depths are 15 feet or less.

Quotes are requested by April 14th 2026, for any further questions or information contact Todd Anderson at 218-333-1854, a site visit is recommended. Mail to 1351 5th Street NW Bemidji MN 56601 or e-mail to todd.anderson@ci.bemidji.mn.us Thank you

Veit Inc.

Brett Anderson

612-369-1633

brett.anderson@VeitUSA.com





CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026

Action Requested: Approve Purchase of Personal Protective Gear

Prepared By: Justin M. Sherwood, Fire Chief/Emergency Manager

Background:

In March 2021, a comprehensive inventory of personal protective gear was conducted across the department. It was discovered that 32 out of Bemidji's 57 firefighters were operating at emergency scenes without compliant personal protective turnout gear. Since that time, the Bemidji Fire Department has been actively working to replace the non-compliant gear.

Compliant turnout gear is defined by:

- NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.
- This standard requires that structural turnout gear be retired when the garment is beyond repair and cannot pass an NFPA 1851 Advanced Inspection, or 10 years from the date of manufacture, whichever comes first.

As of the date of this memo, the Bemidji Fire Department has five members using non-compliant gear. This purchase will bring our organization into full compliance. Attached is a quote from Grand Forks Fire Equipment.

Recommendation:

The staff recommends that the city authorize the purchase of six sets of structural turnout gear and five helmets, totaling \$28,575. This authorization will ensure that department members have fully compliant Personal Protective Gear that meets National Fire Protection Association (NFPA) standards. Furthermore, our organization will be able to provide additional sets of gear to members stationed at two different locations.

GRAND FORKS FIRE EQUIPMENT
 LLC.
 921 N 3RD ST
 GRAND FORKS ND 58203
 701-746-6463



Invoice

Date	Invoice #
4/3/2026	46135

Bill To
BEMIDJI FIRE DEPT 318 5th St NW BEMIDJI, MN 56601

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Tracking Number
	Net 30	DB	4/3/2026			

Quantity	Item Code	Description	Price Each	Amount
6	globe	Globe G-extreme coat & trousers, flex 7 outer shell, black, titanium SL2 thermal liner, stedair 4000 moisture barrier, r/o trim & options per fd specs	4,350.00	26,100.00
5	c-trd	Traditional Helmet, configured matrix 4-red 1-white	495.00	2,475.00

Account Balance \$28,770.00 Please pay off this invoice, no statement will be sent, Thank You.	Sales Tax (6.875%)	\$0.00
	Total	\$28,575.00
	Payments/Credits	\$0.00
	Balance Due	\$28,575.00

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026
Action Requested: Approve purchase of 2027 Kenworth T280 and Hook Assembly
Prepared By: Todd Anderson Water/Sewer/Refuse Superintendent

Background:

The Refuse Department has \$190,000.00 in the 2026 budget for a hook truck with hook lift to replace a 2004 Freightliner hook truck. The truck is used in our current recycling program and various other needs from other departments. The current hook truck will be sold at a future date after receiving the new one.

The following prices were received from the state contract pricing.

RHIM Kenworth 2027 Model T280: \$124,504.51

Sanitation Products Inc. Hook assembly: \$45,920.52

Total Cost: \$170,425.03

Due to some potential unknown effects of tariffs that may affect the final pricing at time of delivery. Staff are including an additional \$5,000 contingency in the event some increases or minor adjustments in price are needed.

Recommendation:

Authorize the purchase of the 2027 Kenworth truck from RHIM Kenworth in the amount of \$124,504.51 and the purchase of hook assembly from Sanitation Products Inc. for a price of \$45,920.52 with a not-to-exceed \$5,000 contingency in the event of final price adjustments at time of delivery.



Sanitation Products, Inc.

PO Box 166

Fargo, North Dakota 58107-0166

Proposal

P-000887

Bill To

Bemidji, City of

1351 5th St NW

Bemidji, MN 56601

Proposal Date : Apr 13, 2026

Reference# : Sourcewell #010825-
WQI / Member #81584

Delivery / Pick-Up : Delivery

#	Item & Description	Qty	Rate	Amount
1	U13-HK-120	1.00 EACH	32,651.00	32,651.00
2	Sourcewell Discount - 3%	1.00	-1,193.00	-1,193.00
3	Chassis prep, mounting, & paint	1.00	8,600.00	8,600.00
4	Labor and material for fenders and mount brackets	1.00	1,208.57	1,208.57
5	Freight/Shipping	1.00	1,700.00	1,700.00
			Sub Total	42,966.57
			MN State Sales Tax (6.875%)	2,953.95
			Total	\$45,920.52

Notes

Quotes are valid for 30 days.

Thank you and we look forward to your business.



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

QUOTE

Date: 04/14/2026
Quote#: DE-14192
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:T280 Roll Off
New 2027 KENWORTH T280

Price: \$116,051.00

Total Price	\$116,051.00
Admin Fees	\$350.00
Sales Tax	\$7,978.51
Title Fee	\$90.00
License Fee	\$15.00
MN Transit Tax	\$20.00
Total	\$124,504.51

Thank you for the opportunity to quote out a new 2027 T280 roll off chassis! Special pricing is based upon Sourcewell Government Cooperative Contract # 032824-KTC. Pricing is based upon a Q1 build in 2026. 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	04/14/2026 Date	Sales Representative
		Manager

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026
Action Requested: Approve Reclassification for Fire Chief Position
Prepared By: Jessica Skipton, Human Resources Manager

Background:

Baker Tilly Advisory Group, LP conducted a comprehensive re-evaluation of the Fire Chief position using its Systematic Analysis and Factor Evaluation (SAFE) methodology, a standardized point-factor system designed specifically for local government roles. Based on an updated job description and additional information provided, the review identified changes that impact the position's overall valuation.

As a result, Baker Tilly recommends increasing the Fire Chief position from 590 to 700 SAFE points, which corresponds to a grade adjustment from Grade 19 to Grade 20. This recommended change ensures the position is properly aligned with its responsibilities and maintains internal equity both within the department and across the organization.

Recommendation:

It is recommended that the City Council approve the reclassification of the Fire Chief position from Grade 19 to Grade 20 in accordance with Baker Tilly's findings to ensure equitable and appropriate compensation alignment.

MEMORANDUM

TO: Jessica Skipton, HR Manager
FROM: Baker Tilly Advisory Group, LP
DATE: April 3, 2026
SUBJECT: Request for Review and Reclassification of Fire Chief

Baker Tilly Advisory Group, LP ("Baker Tilly") has completed the request for review of a Fire Chief. We gained input from the organization utilizing a provided updated job description. The position was evaluated using Baker Tilly's SAFE System to ensure the position is assigned to the appropriate salary grade and to ensure that internal equity exists among positions within the department, as well as those currently classified by the organization.

The Systematic Analysis and Factor Evaluation (SAFE) is a point factor evaluation process developed specifically for the comparison of local government positions. SAFE is comprised of nine compensable factors:

Education	Human interaction	Independence of actions
Experience	Working conditions	Impact on the organization
Level of work	Physical demands	Supervision exercised

Our review of your position using SAFE has resulted in the following recommendation:

In reviewing the documentation you submitted, we identified new information that would result in a change to the evaluation of the Fire Chief position. Therefore, Baker Tilly recommends a change to the SAFE points of the Fire Chief position from 590 points to 700 points. This correlates to a grade change from Grade 19 to Grade 20.

This placement on the pay scale maintains internal equity within the Department and positions classified across the organization. The Title and Grade information appear below.

Department	Position	Points	SAFE Grade
Fire	Fire Chief	700	20

Grade assignments must be made based on job evaluation to be compliant with the Minnesota Local Government Pay Equity Act. Should you have any questions or need additional information, please feel free to contact us at (651) 223-3000.

Thank you.

RESOLUTION NO.

APPROVING MINNESOTA GAMBLING OFF PREMISES PERMIT FOR LAWFUL GAMBLING TO BEMIDJI WRESTLING CLUB, LOCATED AT BEMIDJI ARMORY – MINNESOTA NATIONAL GUARD

WHEREAS, Bemidji Wrestling Club, has submitted an application to the City of Bemidji requesting City approval of a Minnesota Gambling Off Premises Permit application located at the Bemidji Armory – Minnesota National Guard, 1430 23rd Street NW, Bemidji; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes and

WHEREAS, the City Council has expressed no opposition which would prohibit such activity at the premises noted above.

NOW THEREFORE, BE IT RESOLVED, that the City of Bemidji approves the Gambling Off Premises Permit application for Bemidji Wrestling Club, located at Bemidji Armory – Minnesota National Guard, 1430 23rd Street NW. The City Clerk is hereby authorized to sign and attach a copy of this resolution to the application to be submitted to the Gambling Control Board.

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



Conference Agenda

2026 LMC Annual Conference Schedule

Note: this agenda may be subject to change.

Wednesday, June 24

10 a.m. – 12 p.m. – Pre-Conference Mobile Tour

10 a.m. – 12:30 p.m. – Pre-Conference Workshops

1 – 1:45 p.m. – Meetups:

- First Time Attendees
 - New to the LMC Annual Conference? Connect with other first-time attendees, League staff, and members of the Board of Directors to hear tips on making the most of your time at the conference.
- Small Cities
 - Connect with other small-city officials and hear from the Minnesota Association of Small Cities.
- GreenStep Cities
 - Connect with fellow program participants to hear about the sustainability work and goals in other communities.
- Creating Welcoming and Engaged Cities
 - Connect with city officials working to create welcoming communities that individuals from all backgrounds and experiences.
- Other meetups to be announced

2 – 3:30 p.m. – Opening Ceremony and Keynote Speaker

3:30 – 6:30 p.m. – Exhibit Hall Event

Thursday, June 25

7:45 – 8:45 a.m. – Coalition of Greater Minnesota Cities Breakfast and Meeting

7:45 – 8:45 a.m. – Metro Cities Breakfast and Meeting

8 – 9 a.m. – Breakfast for all attendees

9 – 10 a.m. – Annual Business Meeting

10 – 10:15 a.m. – Break/passing time

10:15 – 11:15 a.m. – Educational Block 1

10:15 a.m. – 12:15 p.m. – Thursday Mobile Tour

10:15 a.m. – 2:15 p.m. – Work Space open

11:15 – 11:30 a.m. – Break/passing time

11:15 a.m. – 12:15 p.m. – LMC Resource Center

11:30 a.m. – 12:15 p.m. – Themed Networking

12:30 – 2 p.m. – Lunch & Legislative Update from the LMC Intergovernmental Relations team

2 – 2:15 p.m. – Break / passing time

2 – 3 p.m. – LMC Resource Center

2:15 – 3:15 p.m. – Educational Block 2

3:15 -3:30 p.m. – Break / passing time

3:30 – 4:30 p.m. – Educational Block 3

4:30 – 5:15 p.m. – Awards Reception

5:30 – 7 p.m. – Awards Show and Dinner with Emcee

Friday, June 26

7:30 – 8:30 a.m. – Mayors Breakfast hosted by Minnesota Mayors Association

7:45 – 8:30 a.m. – Breakfast for all attendees

8:45 – 9:45 a.m. – General session – more information coming soon!

9:45 – 10 a.m. – Break

10-11 a.m. – Educational Block 4

11-11:15 a.m. – Break

11:15 a.m – 12 p.m. – Closing Keynote and remarks

[Return to top.](#)

[Return to 2026 LMC Annual Conference page.](#)

Your LMC Resource

Carlie Windom

Event Manager

(651) 281-1258

cwindom@lmc.org

Accounts Payable

Blanket Voucher Approval Document

User: denisea
Printed: 04/13/2026 - 12:23PM
Warrant Request Date: 4/21/2026
DAC Fund:

Batch: 00420.04.2026

COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	VisitBemidji	000000000	4,250.73
Page Total:			\$4,250.73
Grand Total:			\$4,250.73



CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026
Action Requested: Conduct Final 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 Final 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-of-way vacation. Pursuant to Minnesota Rules, Part 7819.3200, if the City vacates a Public Way that contains Electric Facilities of Company and the vacation requires the relocation of the Company's Electric Facilities, payment of the relocation costs must be determined as follows: (1) if the vacation proceedings are initiated by Company, Company must pay the relocation costs; (2) if the vacation proceedings are initiated by the City for a public project, Company must pay the relocation costs

unless otherwise agreed to by the City and Company; or (3) if the vacation proceedings are initiated for the purpose of benefiting a person other than Company, the benefited person must pay the relocation costs. Except where required for a City project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive the Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company by the nongovernmental entity in favor of whom the vacation was granted. In no case, however, shall the City be liable to the Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

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

SECTION 9. FRANCHISE FEE.

9.1. Form. At any time during the term of this franchise hereby granted, and in addition to any permit fees being imposed or that the City has a right to impose on the Company, the City may charge the Company a franchise fee by separate ordinance. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City's required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City. The City will attempt to accommodate the Company, but is under no franchise obligation to adopt the Company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed franchise fee.

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

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

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's electric 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:

APPROVED:

Michelle R. Miller, City Clerk

Jorge S. Prince, Mayor

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026
Action Requested: Authorization to Publish a Summary of an Ordinance
Prepared By: Michelle Miller, City Clerk

Background:

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

LEGAL NOTICE

ORDINANCE NO. 232, 3rd SERIES: 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.

This Ordinance was approved by the City Council on Monday, April 20, 2026. A complete copy of the Ordinance is available by contacting the City Clerk, 317 4th Street NW, Bemidji, MN 56601 (218-759-3570).

Recommendation:

Authorize publication of Ordinance summary.

CITY COUNCIL AGENDA ITEM



Meeting Date: April 20, 2026

Action Requested: Consider Request for Reduction of Fees and Issuance of 1-4 Day Temporary Liquor Permits and Resolution for the Site and Alcohol in the Park

Prepared By: Michelle Miller, City Clerk

Background:

Board President for Mississippi Music, Kristi Miller, has submitted seven (7) 1-4 Day Temporary Liquor License Applications for the Mississippi Music Summer Concert Series to be held on Wednesday evenings in June, July and August at the Waterfront. The temporary licenses allow for the sale of strong beer at and during these waterfront concert series events.

The Board is requesting that the City Council again consider a reduction of a portion of the total cost of the seven (7) license fees. From 2019-2025 the Council reduced the fees by three-quarters (total of 7 x \$120/each = \$840). Previous comments from councilmembers for justifying a reduction of the cost includes the limited length of the event (two hours per event vs. 1-4 full day use). Therefore, if the Council follows the previous actions, a three-quarter reduction would result in a total fee payment of \$210 for the seven temporary on-sale liquor license permit fees.

Recommendation:

Approve Temporary On-Sale Liquor License Permits and Resolution Approving the Site and Alcohol as well as consider the Mississippi Music Board request of Council to waive up to three-quarters of the City temporary liquor licensing fees associated with seven individual temporary license fees. Staff recommends council pass a motion approving the temporary liquor permits and determine a reduced amount for the permits if applicable; as well as approve the resolution for the site and alcohol in the park.

RESOLUTION NO.

RESOLUTION APPROVING THE SITE AND ALCOHOL FOR THE 2026 MISSISSIPPI MUSIC SUMMER CONCERT SERIES

WHEREAS, the Mississippi Music Board, hereinafter the “Board”, sponsors the Mississippi Music Summer Concert Series at the City’s Paul Bunyan Park Lake Front Area; and

WHEREAS, the presence of this event adjacent to the downtown area is a valuable benefit in bringing in individuals and families out on summer evenings to enjoy outdoor music; and

WHEREAS, as it has in the past, in 2026 the music will run from at 6:00 p.m. to 8:00 p.m. on the following Wednesdays throughout the summer: June 10 and 17; July 8, 15 and 22; August 5 and 12; and

WHEREAS, the Board agrees to abide by all local rules and regulations and State laws in the use of the designated waterfront area of Paul Bunyan Park Lake Front Area, observe all state and local laws related to the sale of alcoholic beverages, to clean and restore the area used to the satisfaction of City staff, and to submit appropriate applications and user and permit fees to the City Clerk; and

WHEREAS, the Board will provide the City with a Certificate of Insurance naming the City as an “additional insured” for the duration of the Summer Concert series.

NOW, THEREFORE BE IT RESOLVED, by the Bemidji City Council that the requested use of the Paul Bunyan Park Lake Front Area by the Board for the 2026 Mississippi Music Summer Concert Series commencing Wednesdays June 10, 2026 and concluding on Wednesday, August 12, 2026, is hereby authorized on the conditions noted above.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Bemidji City Council that the request from the Mississippi Music Board to pay a reduced amount for the temporary on-sale alcohol permits is granted.

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